

AGREEMENT

between

BOARD OF EDUCATION
ESCANABA AREA PUBLIC SCHOOLS

And

MICHIGAN EDUCATION ASSOCIATION
ESCANABA DISTRICT

7/1/2025 – 6/30/2026
7/1/2026 – 6/30/2027
7/1/2027 – 6/30/2028

Table of Contents

Article I - Recognition	2
Article IIA - Teacher Rights	3
Article IIB - Board Rights	3
Article III - Professional Compensation	4
Article IV - Teaching Hours	4
Article V - Teaching Loads and Assignments	5
Article VI - Teaching Conditions	6
Article VII - Sabbatical Leave	8
Article VIII - Leave Pay	8
Article IX - Leaves of Absence	9
Article X - Terminal Leave	10
Article XI - Insurance Protection	12
Article XII - Protection of Teachers	14
Article XIII - Negotiation Procedures	15
Article XIV - Grievance Procedure	15
Article XV - Miscellaneous Provisions	19
Article XVI - Student Teachers	19
Article XVII - Reduction in Personnel and Recall	20
Article XVIII - Experimental and Innovative Programs	20
Article XIX - School Improvement Program	20
Article XX - Least Restrictive Environment	20
Article XXI - Mentor Teachers	21
Article XXII - Duration of Agreement	22
Appendix A - Salary Schedule	23
Appendix B - Tuition Reimbursement, Summer School, Foreign Travel, Extension Courses	28
Appendix C - Extra Duty Pay Schedule	28
Appendix D - Placement, Vacancies, Lay-Off/Recall, Evaluation, Discipline	32

AGREEMENT

This agreement effective as of July 1, 2025 by and between the Board of Education of the Escanaba Area Public Schools, hereinafter “Board,” and the Upper Peninsula Education Association-Michigan Education Association, Escanaba District, hereinafter called the “Association.”

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Escanaba Area Public Schools is their mutual aim and that the character of such education depends upon the quality and morale of the teaching service, and the Board of Education and administrative personnel of this district, and

WHEREAS, the members of the teaching profession are particularly qualified to recommend programs and policies designed to improve educational standards, and

WHEREAS, the Board and the Association have a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with each other relative to hours, wages, terms, and conditions of employment, and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to reduce to writing.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II, Act 379 Public Acts of 1965, for all professional personnel, including personnel on tenure and probation, classroom teachers, guidance counselors, librarians, school psychologists and social workers, speech, hearing, and physical therapists, special education teachers, adult education teachers, itinerants, advising or supervising teachers, teachers of the housebound or hospitalized, teachers having attendance duties or responsibilities, school nurses, employed (whether or not assigned to a public school building), but excluding supervisory (those who hire, fire, or evaluate the above mentioned personnel) and executive personnel, custodial and other non-instructional employees, supervisory personnel from colleges and universities, and intermediate district personnel. Teaching principals will be excluded from the bargaining unit. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict to either party hereto rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. Nothing contained herein shall be construed to deny to the Board of Education or its designee of the Escanaba Area Public Schools any rights or duties each may have under the Michigan General School Laws or applicable civil service laws and regulations.

D. The Escanaba Area School District does not discriminate on the basis of race, color, national origin, sex, age or disability or any other category prohibited by law.

E. Pursuant to P.A. 4 of 2011, the Board and Association shall follow the state guidelines regarding the appointment of an emergency financial manager.

ARTICLE IIA - TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board agrees that every employee of the Board represented by the Association hereunder, shall have the right freely to organize, join and support the Association and other concerted activities for the purpose of engaging in collective bargaining or negotiation for mutual aid and protection to the extent permitted by law or to refrain from such activities. The Board and the Association undertake and agree that each will comply with all of the laws of the State of Michigan now in force or enacted during the period of this agreement.

The Board further agrees that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment or refraining from such activities.

B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, provided that such meetings do not conflict with previously scheduled meetings or activities. No teacher shall be prevented from or be required to wear insignia, pins or other identification of membership in the Association either on or off school premises. Specific bulletin boards, public address systems, school mail boxes and telephones within the school system shall be made available to the Association for Association business.

C. The Board shall furnish to the Association all records available under the Freedom of Information Act upon written request. The Association shall reimburse the district as provided by FOIA.

D. Copies of the approved minutes, agendas of regular and special Board meetings, and new or proposed Board Policies after the first reading shall be sent promptly to the President of the Association.

E. Bargaining unit members shall have access to their personnel file and may review all materials therein, except confidential letters of recommendation requested by the bargaining unit member related to employment application. Bargaining unit members shall receive copies of any materials to be placed in their personnel file and shall be afforded an opportunity to provide written response within 10 days of receipt of the document for inclusion in the file.

ARTICLE IIB - BOARD RIGHTS

The Board retains all rights, powers, and authority vested in it by law and all management rights and functions. Rights reserved exclusively herein by the District shall include, by way of illustration and not by way of limitation, except to the extent expressly limited by this Agreement the right to:

A. Direct the affairs of the Employer and to manage and control the school's business equipment, and operations.

B. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and schedules of operation, and the means, methods, and processes of carrying on the work.

C. Direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, make teaching assignments to employees, determine the size of the work force and its organization, responsibilities, and alignments, lay off employees, and determine hours of work.

D. Adopt rules, regulations, and policies.

E. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.

F. Determine the financial policies, including all accounting procedures, and all matters pertaining to Board public relations.

ARTICLE III - PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.

B. The salary schedule is based upon a normal teaching load during normal teaching hours. No additional assignments other than prevailing practices at the time of the adoption of this contract shall be required of teachers.

C. Teachers shall work according to the negotiated school calendar.

D. A teacher engaged during the school day in negotiating on behalf of Association with any designated representative of the Board or participating in any professional negotiation, shall be released from regular duties without loss of salary, personal, or sick leave days.

E. A teacher shall be released from regular duties without loss of salary (or loss of leave days) for any county teachers' conferences or local area workshops, or other conferences as shall be expressly permitted by the Board of Education, or the Superintendent.

F. The cost for each routine physical exam required of teachers by the Board or by State or Federal programs or laws shall be at the Board's expense.

ARTICLE IV - TEACHING HOURS

A. Teachers will work the school calendar and provide their professional services to equate to the instructional hours mandated by the State plus before/after school time as described below. All schedules allow thirty (30) minutes duty free for lunch. Teachers report to school fifteen (15) minutes before starting time and remain fifteen (15) minutes after dismissal in the afternoon unless the daily schedules are mutually reconstructed by the parties.

B. The Board recognizes the principle of a standardized workweek for all teachers in the system and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek within or outside of any school building.

The normal workweek for teachers shall include the normal teaching-load week; plus the performance of other unscheduled professional teaching services and duties, which have been prevailing at the time of the signing of this contract.

The parties mutually agree and understand that continuing flexibility with respect to arrangement of teaching periods, preparation periods, and the daily and weekly schedule is necessary for progress of education. The parties further mutually agree that the assignment of teaching periods, and time preparation periods, and the remainder of the daily and weekly schedule shall be and remain the exclusive prerogative of the Board of Education.

C. The Board of Education will employ a noon hour supervisor (or supervisors as conditions warrant) in each elementary building to release K-5 teachers during their noon hour period. Secondary teachers (6-12) shall have a scheduled duty-free lunch period in length as currently scheduled.

D. When a school is closed due to severe weather, or when otherwise prevented by an Act of God, teachers need not report for duty. (Days beyond the number allowed by state law or regulation will be made up.) In the event of an early dismissal of the schools for reasons stated above, teachers will be released 10 minutes after all children have left the building. No teacher will lose a personal day or sick leave day when school is closed due to an inclement weather and/or any Act of God.

E. The parties agree that all pupils shall receive the number of instructional hours to allow the District to qualify for full state aid. It is further agreed that the teacher work day as stated in Article IV, paragraphs A & B shall not be extended. In the event that scheduled days/hours are canceled and need to be made up to qualify for full state aid, the makeup time shall be scheduled at the conclusion of the school year or at an otherwise mutually agreeable time. In the event that the hours/days

are no longer required to qualify for state aid, then the hours/days shall not be added.

F. Comp time is to be available to all teachers on a voluntary basis and would operate on a rotating seniority basis.

1 class period (JH/HS) = Equivalent amount of comp. time.
6 hours of comp. time - One full day
3 hours of comp. time - ½ day

Teachers may utilize up to a total of 3 days (18 hours) of Comp Time for personal time off during a school year. Unused and Additional Comp Time hours earned will be paid upon the completion of the school year with the option to designate up to 12 hours (6 hours = 1 PB Day) as personal business days the following year.

Accumulation of Comp. Time

1. Substituting for another teacher

2. Attending an IEPC, 504, or required student staffing meeting either before/after school, or during a prep period.

3. Supervising student attendance make-up time

4. Supervising students in classrooms during a scheduled lunch period (Example: Robotics Days)

5. Proctoring tests during a prep period (Example: MSTEP/ACT/SAT Testing)

6. Teaching a full or partial period during an elementary Art/Music/PE/SEL/Tech time

7. Providing up to 6 hours of Parent/Teacher conferences scheduled outside the school calendar day for teachers offering both Fall and Spring P/T conferences.

8. Supervising elementary students during evening concert performances

9. Supervising students during a scheduled prep time and/or lunch period while students attend events at other buildings (Example: 2nd/5th grade visits to next year buildings)

All Comp Time will be earned in increments of fifteen (15) minutes.

Comp time may be used in the last 20 days of the school calendar, providing the day(s) or time used does not fall on a Monday or Friday, or is contiguous to a holiday; and providing a substitute can be secured. Up to 6 hours of Comp Time may be carried over to be utilized the following year.

Teachers shall be paid $25 per hour for any unused or undesignated comp time remaining, as of the final student day.

Comp time will be subject to the same conditions/terms as Personal Leave.

ARTICLE V - TEACHING LOADS AND ASSIGNMENTS

A. The standardized workweek in the junior/senior high school will be 25 teaching periods and 5 unassigned preparation periods. Elementary teachers will have 5 unassigned preparation periods during their standardized workweek. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. Elementary preparation periods shall be defined as a block of time during which students are attending an itinerant class. Student recess time shall not be considered teacher prep time.

Elementary itinerant schedules shall have a maximum limit of 28 sections per week. Itinerants shall also be allotted in their schedule an adequate travel time allowance when it is necessary to schedule classes at multiple schools on any given day. This shall not be considered “prep” time and may reduce the total number

of sections scheduled.

Elementary itinerant teachers assigned part-time shall have their pay percentages calculated as follows: Number of sections divided by 28. For accounting purposes, calculations shall be rounded up to the nearest increment of .05.

The parties mutually agree and understand that continuing flexibility with respect to arrangement of teaching periods, preparation periods, and the daily and weekly schedule is necessary for progress of education. The parties further mutually agree that the assignment of teaching periods, and time of preparation periods, and the remainder of the daily and weekly schedule shall be and remain the exclusive prerogative of the Board of Education.

ARTICLE VI - TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. The Board recognizes the educational soundness of providing a pupil-teacher ratio of one teacher to 20 pupils in grades BK-K, one teacher to 25 pupils in grades 1-3, and one teacher to 27 pupils in grades 4-5. When possible in grades 6-12, a pupil-teacher ratio of one teacher to no more than 150 pupils per five hour day will be recognized, excluding performing arts sections. Efforts shall be made to enroll an equitable number of students in all sections of classes that are the same within a building or the District.

Before enrolling additional students resulting in an overload condition in a BK-5 classroom, the Administration shall meet with the Association President and an Elementary Representative to determine if alternative options are more appropriate. Before the start of each 6-12 grade semester, the Association President shall be notified when a pupil-teacher ratio of no more than 150 pupils per five hour day is not possible, excluding performing arts sections.

In the event the Administration and the Association are in agreement that the elementary overload condition is the most appropriate option, the affected classroom teacher shall receive overload compensation at the rate of $10 per student enrolled, per day. Classroom teachers with students resulting in an overload condition on a part-time basis shall receive a prorated amount based upon the time the student is enrolled daily.

Overload compensation shall be calculated and remunerated to the teacher at the conclusion of the school year.

B. A teacher, who believes that in his professional judgment a teacher overload condition, as defined herein exists, shall have the right to submit a written request to the building administrator to remedy the condition. The request shall include the reasons why, in his professional judgment, a teacher overload condition exists. "Teacher overload" is defined as the assignment of pupils to any teacher, which in his professional judgment is in excess of A., above, is excessive and detrimental to his effectiveness as a teacher and poses danger to the safety and well-being of other students.

In the event that the 21st student in grades BK-K, 26th student in grades 1-3 or the 28th student in grades 4-5 has a personal aide, this is not considered an overload.

In making the determination that a claim of teacher overload exists, the parties agree that the following factors, among others, shall be taken into consideration:

Individual class size;
Combined student load;
Number of preparations;
Number of assignments;
Planning and preparation time;

Nature of the learning activities;
Professional or paraprofessional assistance;
Teaching equipment and materials;
Building space and facilities;
Nature of students;
Nature of course content;
Safety of students and staff.

The building administrator shall refer the matter to a four (4) member panel, consisting of equal representation of Association and Administrative personnel to determine the validity of the claim. The panel shall consider the request, using the guidelines below, and make a recommendation to the Board.

The panel and building administrator shall consider the following guidelines, among others, to remedy the situation:

1. Transfer pupils to other classes;
2. Transfer pupils to other schools;
3. Provide additional professional assistance (part-time certified teacher); 4. Divide the overload into additional groups for teaching purposes;
5. Schedule excess load on a double session basis.

The Board agrees that the building administrator shall take the necessary steps to correct the condition according to the Board's decision.

In the event the teacher is not satisfied with the disposition, he may lodge a grievance.

C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. A joint teacher and administrative committee will confer from time to time for the purpose of improving the selection and use of such educational tools, and will make recommendations for consideration by the Board. The Board agrees at all times to keep the schools reasonable and properly equipped and maintained.

D. The Board shall attempt to make available during the school day in each school adequate lunch room, restrooms and lounge facilities exclusively for teacher use and at least one room appropriately furnished.

E. In schools where continuous cafeteria service for teachers is not available, vending machines for beverages, candy, gum, etc. will be installed at the request of the Association building representative, the location to be determined by the building principal.

F. Telephone facilities shall be made available to teachers for reasonable use, subject to control by the building principal. All long distance calls shall be properly logged and arrangements made for compensation of any phone calls which shall be chargeable to the number involved.

G. Adequate parking facilities shall be made available for teachers and shall be reserved for their exclusive use and to the extent it is practicable.

H. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, provided, however, that any private or personal conduct which becomes public, or a matter of reputation, and adversely affects the teacher, the schools, or the children, shall be an appropriate concern for the attention of the Board and Association.

I. The provisions of this Agreement, and the wages, hours, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or membership in, or association with, the activities of an employee organization.

J. Teachers will not be required to offer virtual instruction (streaming and/or self-paced) unless mutually agreed upon through a Letter of Understanding developed between the Escanaba Education Association and the Escanaba Board of Education. This shall not include teachers being assigned as "teachers of record" only.

ARTICLE VII - SABBATICAL LEAVE

A. Teachers who have been employed for seven (7) years consecutively by the Board may be granted a sabbatical leave for professional improvement for up to one (1) year. It is agreed that professional improvement includes full time attendance at a college, university, or other educational institution at the graduate or undergraduate level in a course of study related to his or her assignment in this school district, and travel which will improve the teacher's ability to teach.

B. In order to qualify for such sabbatical leave a teacher must hold a teaching certificate beyond a provisional certificate.

C. During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract and will be paid 50% of his full salary plus fringe benefits, provided, however, the Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave. The teacher guarantees to the Board that he will return for at least two (2) full years of service following the sabbatical leave. Failing to return for the specified time of service, he shall reimburse the Board his salary and the cost of fringe benefits incurred during his leave.

D. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board.

E. A teacher returned from sabbatical leave shall be restored at least to his teaching position or to a position of like nature, seniority, status, and pay.

F. Sabbatical leave may be granted to two (2) teachers during each year of the contract. Teachers requesting this leave shall submit their request in written form to the Board. The final decision shall be made by the Board.

G. A leave of absence, without pay, benefits and salary advancement, and without loss of seniority, salary placement or sick leave accrued to the date of starting leave shall be granted upon written application, after two years of employment, made prior to May 1 of the contract year preceding the leave for the purpose of serving as an officer of the Michigan Education Association or the National Education Association. Leave will be granted for one (1) year, and will be granted for one (1) additional year upon written application, provided request is made no later than May 1 of the year of the initial leave. The employee shall notify the Board by May 1 of his year of leave of his intentions to return to employment, or has resigned.

ARTICLE VIII - LEAVE PAY

A. All teachers absent from duty on account of personal illness, including absences due to maternity, or because of death or illness in the immediate family, shall be allowed full pay for a total of twelve (12) days in any school year. Such days, to the extent unused, may accumulate to a maximum base figure of 180 days. Once such maximum base figure of 180 days has been reached, any of the 12 days not used as provided for above shall be deleted. (However, a new 12 days shall be allotted to the teacher at the beginning of the next school year, subject to the deletion at the end of such school year if not used.) Full pay shall also be allowed for a maximum of two (2) additional Bereavement Days per year due to a death in the immediate family.

B. Available sick leave shall be used in the following order by a teacher in any given year:

1. First the 12 days allotted for each year shall be used;
2. Next, the accumulated sick days shall be used.

C. A teacher will be given written verification, at the beginning of the school year, of the number of sick leave days available for the school year. A copy of such verification will be given to the Association at the same time, unless the teacher has filed a written objection with the Superintendent in advance.

D. The term "immediate family" shall include the following: husband, wife, partner, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter in-law, son-in-law, grandparents, and grandchildren.

E. In addition to the prescribed sick leave, each teacher shall be allowed an additional four (4) days per year, for personal business, death or sickness of more distant relatives not listed above, of friends, for religious observances, or time necessary to conduct personal business impossible to handle outside normal school hours provided notification is given in advance. Teachers shall receive 100% of substitute pay for any personal business days remaining unused at the end of each year or may designate up to 4 unused personal days to be transferred to sick day accumulation.

It is further agreed that except in case of emergency this leave may not be used contiguous to a holiday, or the first day of a semester without prior approval. Written notice of the use of personal leave days for deer hunting shall be given to the building principal one week in advance of the opening of deer season.

If a person has applied for and been approved the use of personal business day(s) but is forced by extenuating circumstances to use the same day(s) instead of sick leave according to Article IX (A), the employee will be allowed to do so after the fact but only if verification of sick leave is provided (to the Superintendent and EEA President). Verification shall be the responsibility of the employee. In addition, if a person has applied for and been approved the use of a personal business day(s) and in the event school is canceled for any reason, the person shall not have that day(s) charged to his/her personal business day account.

F. Upon suspected abuse of sick leave, the employee may be subject to progressive discipline by the Superintendent, which may include proof of illness by a physician after one warning.

G. When sudden illness or emergency occurs which will prevent any teacher from reporting to school, a phone call indicating the reason* for the absence, in accordance with practice, is all that is needed to arrange for a substitute teacher. The earliest notification possible will be appreciated. All teachers are to notify the central office. The absent teacher should contact the principal before the end of each school day for the duration of the absence to keep the substitute informed. (*The term “reason” shall be defined as a statement of illness, personal leave, or emergency).

ARTICLE IX - LEAVES OF ABSENCE

A. Any teacher whose personal illness or period for purposes of child care extends beyond the period compensated under Article IX may be granted a leave of absence, without pay, not to exceed one year with the option for annual renewal up to three years with the annual approval of the Board. If said teachers plans to return to the classroom the following year, the office of the Superintendent of Schools must be so informed in writing by March 1. Unless the teacher provides written notice by March 1 that teacher’s position will be considered vacant and a replacement hired.

Should the teacher return to the classroom from such extended leave, pursuant to FMLA he shall be assigned to the same or equivalent position. If a teacher is on a leave of absence of twelve (12) weeks or less, seniority will continue to accrue. If the leave of absence covered under this paragraph extends beyond twelve (12) weeks, seniority will not accrue.

B. Absence from duty for the purpose of attending professional meetings or approved visitation at other schools, or court appearances as a witness, providing the employee is not a plaintiff in a suit against the District, or serving jury duty, shall not be charged against one’s accumulated sick leave, nor personal business leave, and shall be so compensated for at full pay. Such absences from duty, other than those required as a witness or juror, shall be limited to five (5) days. The number of such days may be extended at the discretion of the Superintendent following a request for such an extension. Jury duty will be compensated at the differential between jury duty pay and the teacher’s daily pay.

C. A military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period, and shall receive all rights and benefits accorded by State and Federal law. No such leave shall accumulate.

In the event that a teacher is called to active duty as a member of the Michigan National Guard, the district shall pay the teacher the difference between the Guard pay and the teacher’s regular classroom salary. Such payment shall be for a period not to exceed five days annually.

D. A leave of absence without pay and without seniority accrual may be granted, not to exceed one year, with options for annual renewal of up to three (3) years for any reason, including securing or engaging in other employment with the annual approval of the Board. In the event the leave is granted, the employee must provide written notice by March 1st to either indicate to the Superintendent that he/she plans to return the following year, or make a request to the Board for an additional year of leave.

E. Leaves of absence without pay shall be granted at the discretion of the Board of Education, upon application, for the following purposes:

1. Study related to the teacher's license field.
2. Study to meet eligibility requirements for a teaching license other than that held teacher.
3. Study, and research, or special teaching assignments involving probable advantage to the school system.

Seniority on the salary schedule will continue during the period of absence.

F. The Board may not discriminate against any teacher for campaigning for, or serving in, a public office. The Board shall grant a leave of absence without pay or increment to any teacher to campaign for, or serve in, in a public office.

Leave of absence in public office is limited to one term or two years, whichever is less.

G. The Board agrees to grant the Association a maximum of twenty-five (25) days leave per year for officers of the Association to attend conferences, provided forty-eight (48) hours' notice is supplied to the Board or its designee, and provided the Board or its designee approves the attendance.

The Board shall not be liable for any travel or incidental expenses incurred in such attendance. The Association President shall be entitled to 18 days release time per year to attend to Association business. No more than three days may be taken consecutively. The Association will bear the cost of the substitute's pay and retirement contribution for the Association days.

H. The representatives of the School District and Association agree that it is their mutual intent and understanding to comply fully with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). In doing so, the parties agree that employees requesting leaves of absence, pursuant of the FMLA, who are found eligible therefore, will be required to utilize paid entitlements for which they are otherwise eligible under the terms and conditions of the Master Agreement during their FMLA leave time. The employee may save up to five days of accumulated sick leave for use upon return from FMLA. While the parties understand and agree that the rights established by FMLA will not diminish any employee benefit programs or plans or paid leave provision dictated by terms of the Master Agreement, they also agree that any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

ARTICLE X - TERMINAL LEAVE

A. In appreciation for services to the school district, a terminal leave payment of 50% of the teacher's unused sick leave up to $40,000, as established in Article IX above, will be paid upon retirement, provided that the maximum number of days to be based upon for terminal leave shall in no event exceed 136 days. The payment shall be based on the retiree's position on the then existing salary schedule exclusive of any extra duty money. This number of days shall be multiplied by 50%, as set forth above, to determine the actual number of days for terminal leave purposes. To obtain this payment, the teacher shall have been employed in the School District for at least ten (10) years. This paragraph shall apply only to retirees who qualify as such under the Michigan Public School Employees' Retirement System.

After twenty (20) years in the District, 50% of the unused sick leave will be paid to employees who leave the district for other reasons than retirement, except for employees discharged for reasons not arbitrary and capricious.

Terminal leave payments for teachers hired before January 1, 1995, shall retain a 75% multiplier. In both cases, the heirs of the teacher will be paid in the event of the death of the employee.

Retirees can take their terminal leave to purchase service credit under the Internal Revenue code section 414 (h) (2). Payment will be made prior to the employee retiring. Any amount remaining will be paid out in three equal installments over a three-year (fiscal-year) period into an employer paid 403B Special Pay Plan. If the retiree has no purchase of service credit, then the terminal leave payment will be paid in three equal installments over a three-year (fiscal) period into an employer paid 403(b) Special Pay Plan The 403(b) Special Pay Plan will be sponsored by Valic. Clarification: Providing a member retires at the end of one fiscal year (example: June 30, 2016), then the first fiscal year's payment will be July 1 of the next fiscal year (July 1, 2016) with the second and third year payments on the following July 1st dates: July 1, 2017, July 1, 2018.

B. Whenever a teacher plans retirement, notification of intent to retire early is to be submitted to the administration no later than March 1 of the year previous to such retirement so that terminal leave pay can be projected and properly budgeted. If such notification is not given, the teacher may be required to forfeit the right to terminal leave pay unless early retirement is necessitated by illness or other emergency. A final decision will be made by a joint committee of the Association and Administration.

C. Early Retirement Compensation: A teacher who has acquired a minimum of ten (10) years of service in the Escanaba Area School System and who will meet state requirements for retirement by September 1 of the school year may at his or her option request early retirement. Retirement as used in this policy shall mean severance of active employment with the Escanaba Area Public Schools and verification to the Board of an application from the teacher to the Michigan Public Schools Employees' Retirement System for retirement benefits of said retirement system. The affected teacher will notify the Superintendent of Schools of his or her early retirement in writing no later than March 1 prior to the next school year when such retirement will take effect. If a teacher decides to retire after March 1, but before October 31, his or her request for early retirement incentive must be agreed to by both the Board and the Association. Applicants who do not notify the Board by March 1 or obtain the mutual consent of the Board and the Association shall not be eligible for the benefits outlined in this policy.

Qualified retirees shall receive One Hundred Fifty ($150.00) Dollars per month from the Board, beginning on September 1 of the first school year of their retirement, for a period not to exceed six (6) years. The first payment shall be made on the appropriate September 1 and subsequent payments shall be made on the first of each month thereafter. If the first payment will jeopardize retirement benefits, it will be delayed thirty (30) days. A lump sum payment may be elected and will be paid January 1 of each year covering the period of time from September 1 to October 31.

The $150.00 monthly benefit can be applied toward the payment of health insurance in effect under the Master Agreement between the Board and the Association at the time of applicable benefits if the retiree submits such a request in writing and is eligible for coverage under the group health insurance then in effect.

In the event of death of the retiree prior to his or her 6th year, benefits will be paid to the retiree's spouse, if any, or dependent, if any, as defined by the I.R.S. for the same amount of time as it would had the teacher lived throughout the period.

If a Michigan court, following exhaustion of all available state appeals, rules that early retirement incentive plans are in violation of law, then the Early Retirement Incentive Program described in this policy shall be null and void. In such case, the retirees shall have no cause of action against the Board whatsoever.

The retiree shall lose eligibility for the rights and benefits set forth herein, if the teacher returns to full-time teaching for compensation at any level or location.

The Board, by payment of the monthly amounts required hereunder, shall be relieved from all

liability with respect to any benefits provided in this policy. The retiree's benefits and rights shall be specifically limited to the payment of the monthly amount provided for herein. The failure of any insurance company to provide any of the benefits which it has contracted for, for any reason, if such benefits are selected by the retiree, shall not result in any liability to the Board, nor shall such failure be considered a breach by the Board of any obligations or duties under this policy.

ARTICLE XI - INSURANCE PROTECTION

A. The employee will select and the Board will provide one of five options listed. The specific MESSA Medical Plans available to eligible employees are to be determined annually by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UP APA). Should the district no longer participate in the UP APA, or if the UP APA no longer exists, the existing MESSA plans will remain in place until other plans are negotiated.

Option 1: MESSA Choices: $1000/$2000 - 0% w/3-Tier Rx for the contract period for the employee's entire family; provided, however, that the employee shall pay any and all deductibles required in such insurance plan or coverage. When appropriate, Medicare premiums will be paid on behalf of eligible spouses or their dependents. The employee will have the option of the Board prefunding all or part of the deductible amount into a Flexible Spending Account (FSA) pre-tax.

Option 2: MESSA Choices: $1000/$2000 - 0% w/5-Tier Rx for the contract period for the employee's entire family; provided that the employee shall pay any and all deductibles required in such insurance plan or coverage. When appropriate, Medicare premiums will be paid on behalf of eligible spouses or their dependents. The employee will have the option of the Board prefunding all or part of the deductible amount into a Flexible Spending Account (FSA) pre-tax.

Option 3: MESSA ABC Plan 2: $2000/$4000 - 0% w/ 3-Tier Rx HSA for the contract period for the employee's entire family; provided, however, that the employee shall pay any and all deductibles required in such insurance plan or coverage. The employee will have the option of the Board prefunding all or part of the deductible amount into a Health Savings Account (HSA) pre-tax.

Option 4: MESSA ABC Plan 2: $2000/$4000 - 20% w/ 5-Tier Rx HSA for the contract period for the employee's entire family; provided that the employee shall pay any and all deductibles required in such insurance plan or coverage. The employee will have the option of the Board prefunding all or part of the deductible amount into a Health Savings Account (HSA) pre-tax.

Option 5: MESSA Balance+: $1700/$3400 20% - 20% w/ Balance+ Rx HSA for the contract period for the employee's entire family; provided that the employee shall pay any and all deductibles required in such insurance plan or coverage. The employee will have the option of the Board prefunding all or part of the deductible amount into a Health Savings Account (HSA) pre-tax.

For employees opting to switch plans, this change shall be selected during "Open Enrollment" in the Fall and the employee will continue under their current plan until the start of the calendar year (January 1st). It is understood that members utilizing the ABC plan will use a Health Savings Account (HSA) rather than a Flexible Spending Account (FSA) as per I.R.S. regulations.

Dental/Vision plans offered:

B. The Board will provide dental services provided by Delta Dental, with 100% Diagnostic & Prevention coverage, 80% Basic and Major Services coverage with $2000 annual maximum, and 80% Orthodontics coverage with $2500 lifetime maximum. The Board shall pay 100% of the premium. This plan will include internal and external coordination of benefits.

C. The Board will provide continuous coverage for MESSA Vision Preferred with no Examination copay, a $135 in-network contact lens allowance, a $135 in-network frame allowance, and 100% in-network lens coverage. The Board shall pay 100% of the premium. This plan will include internal and external coordination of benefits.

D. The Board shall adopt the necessary resolution and do all those things necessary to provide the Association members a payroll deduction for the right to benefits of any tax deferred annuity program of any company who agrees to the payroll deduction of the school, and the two enrollment periods.

E. The Board shall provide a $75,000 Life Insurance Policy for each Association member under the Master Agreement (provided by MESSA with AD&D Rider). Any bargaining unit member retiring after July 1, 1990, will be entitled to the same Life Insurance benefits and coverage up to the age of 70, paid by the Board, as the employees covered under this Master Agreement. Members hired after July 1, 2015 shall not be entitled to "Retiree Life Insurance."

F. Each bargaining unit member shall have the right to freeze their sick leave benefits after the designated waiting period for both short-term disability and long term disability.

G. The Board agrees to make available to members and their families long-term health care insurance offered by the Verity Insurance Company. The full cost of this insurance will be paid by the employee. In no case will the Board be liable for payment or other responsibilities that might be incurred other than payroll deduction.

H. Any claim by an employee as to insurance benefits shall not be the basis of a grievance or subject to arbitration. The Board, by payment of any premium payments required to provide coverage as agreed upon, shall be relieved from all liability with respect to any insurance benefits provided in this Agreement. The failure of an insurance company to provide any of the benefits which it has contracted for, for any reason, shall not result in any liability to the Board, nor shall such failure to be considered a breach by the Board of any obligations or duties under this Agreement.

I. Annuity. Pursuant to Section 125 of the Internal Revenue Code, each bargaining unit member for whom such contributions are made shall retain all non-forfeitable rights and control over the tax-deferred annuity plan.

In lieu of health insurance, the employee shall receive in cash an amount set forth below. Such cash may be contributed to a TSA plan as allowed by federal law.

The annuity amounts are:

Single Subscriber	$265.00/month = $3,180 per year
Employee Spouse/Employee Child	$85.00/month = $1,020 per year
No Health	$585.00 month = $7,020 per year

In addition to the above, any teacher may take additional MESSA options through payroll deduction, but any additional options beyond these amounts shall be at the cost of the teacher.

Hold Harmless Clause With Respect to Annuity Options:
If any additional tax liability is imposed as a result of the Board making an annuity option available, the individual employee shall be responsible for his or her additional taxes plus any interest or penalties due, and the employer shall be responsible for its share of the taxes due plus any interest or penalties due. The employer contribution shall be submitted by separate check paid directly to the annuity company on forms provided by the annuity company, as directed in written form by the employee. In the event of an individual employee's failure or refusal to make any payments as required above, the Board shall be held harmless and indemnified with respect to any additional taxes due plus interest and penalties, if any, arising from such employee's non
payment. Such representation of the Board shall be undertaken by legal counsel reasonably acceptable to the Board.

I. Beginning with the 2011-2012 school year, any employee who chooses to take health care coverage

shall contribute 20% towards the payment of the medical insurance costs (health) under a qualified 125 plan of the Internal Revenue Code. The Board reserves the right to implement a statutory insurance cap with regard to health insurance; or to vote to pay no more than 80% of medical benefit plans, as per Michigan P.A. 152 of 2011.

ARTICLE XII - PROTECTION OF TEACHERS

A. Teachers shall be responsible for creating and maintaining conditions conducive to learning and discipline. If disruptive behavior becomes abnormally frequent in a teacher's classroom and the teacher excludes a student, the teacher upon request, will furnish the particulars of the incident in writing to the administrator and meet with the administrator and/or the student's parents if requested by the administrator. If the student or parent refuses to attend a conference, the teacher will be notified in writing by the administrator. Other steps may be taken to resolve the matter, such as a behavior plan. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps in accordance with Public Act 11, to provide administrative assistance in the supervision of such student during the referral process.

1. Since the teacher's authority and effectiveness in the classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board and the administration recognizes its responsibility to give all reasonable support and assistance to teachers in student discipline and class control.

2. A teacher may temporarily exclude a pupil from class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable as permitted by law.

3. If the judgment of a teacher is to be questioned by an Administrator, it shall be done privately and not in front of students.

4. The Board shall provide a statement of the rules, regulations and procedures governing discipline, suspension and expulsion of students. The statement shall be distributed during the first week of each school year.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and may render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, as far as their investigation of the incident may warrant.

C. If any teacher is complained against or sued by reason of an action taken by the teacher against a student, the Board, after suitable investigation, may provide legal counsel and render all necessary assistance to the teacher in his defense provided the teacher is not in violation of Board policy, consistent with law and acting within the scope of his/her employment. Assistance may include indemnification of damages, fines or legal fees or other reasonable costs. Time lost by a teacher in connection with an incident mentioned in this Article shall not be charged against the teacher as sick leave or as personal business leave.

D. After suitable investigation the Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises not involving personal negligence on the part of the teacher. The Board will not substitute its responsibility for parental responsibility. If a teacher is injured while in the line of duty, free medical, surgical, or hospital care will be furnished by the Board at a designated hospital unless covered by Workers' Compensation. Time lost under such circumstance will not be charged against teacher's sick leave.

E. Affected teachers will be notified in advance if possible where appropriate and consistent with state or federal law, of a student's serious or chronic communicable disease. The Board shall provide in-service training in hygienic practices and management to teachers coming into contact with students having such communicable diseases.

F. Employees with drug or alcohol problems are encouraged to seek rehabilitation before such conditions adversely affect their employment. An employee shall not be disciplined merely for seeking treatment. The parties recognize that alcoholism is an illness to the extent defined by law.

G. The Board and the teachers agree to comply with state law and Board policy as it relates to corporal punishment of students. Teacher may access via the District Web Site, board policies relating to student discipline and corporal punishment, as well as alternatives to corporal punishment. A teacher may use reasonable force, as allowed by law, he deems necessary to protect himself and others from harm; to remove or restrain a student to maintain a safe environment if the student refuses to discontinue his/her behavior after being asked; prevent the student from harm or from harming others; quell a disturbance that threatens injury to any person or; obtain possession of a weapon; or, protect property [MCL 380.1312].

H. Employees not covered under the Tenure Act (i.e. school social workers), shall not be disciplined, reprimanded, or reduced in compensation without just cause, and thus shall be provided an opportunity for a hearing before the Board. Any such discipline, reprimand or reduction in rank or compensation shall be subject to the professional grievance procedure hereinafter set forth. This section shall not apply to non-renewal of probationary staff.

ARTICLE XIII - NEGOTIATION PROCEDURES

A. It is agreed that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between them from time to time during the period of this agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation by either party, as provided in Appendix A, Salary Schedule paragraph 2 of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least by April 1st, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district.

It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation procedures of the Michigan Employment Relations Commission, or take any other lawful means.

E. During the first two weeks of each school quarter, the Association Professional Negotiating Committee and the Administrative Staff, together with a member of the Board of Education or its designee shall meet to discuss the administration of this Agreement and any problems under it which either party believes exist or may occur in the operation of the School District. The Superintendent of Schools or the chairman of the Professional Negotiating Committee shall be responsible for calling this meeting. An agenda shall be prepared by the parties covering the subjects to be discussed at least one week prior to the meetings.

F. Any special federal, state, or local aid program being considered for adoption by the District shall be brought to the attention of the Association. The parties shall negotiate wages, hours, and working conditions of any federal, state, or local aid program adopted by the Board if within this bargaining unit.

ARTICLE XIV - GRIEVANCE PROCEDURE

A. Definition of Grievance: A “grievance” is an alleged violation of the terms and provisions of this Agreement, including questions of interpretation of application of the terms and provisions of this Agreement, subject to the exceptions set forth below.

B. Time Limitations: All time limitations herein shall consist of school days, and such limits may be extended only upon mutual written consent of the parties. It is understood and agreed that the time limitations herein set forth shall be considered as substantive, and failure to conform to such limitations shall mean default by the party failing to conform.

The failure of an aggrieved person to proceed to the next level of the procedure within the time limits herein set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning that particular grievance.

C. Purpose and Definitions: The purpose of this grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise from time to time affecting the working conditions of teachers. Both parties agree that these proceedings shall insofar as possible, be kept as informal and confidential as may be appropriate at any level of the procedure. Nothing contained herein shall be construed to limit the right of any teacher to discuss a matter informally with any appropriate member of the administration. The term "aggrieved person" is the person or persons, including representatives of the Association, making the grievance.

D. Procedure: In the handling and processing of a grievance the following procedures shall apply:

1. Step One. Any teacher who believes he has a grievance may present such grievance, on an informal basis, with his immediate supervisor. A representative of the Association Grievance Committee may be present at this informal conference, if requested. If the grievance is not resolved, the matter shall be reduced to writing by the aggrieved person and submitted to his supervisor within five (5) days from the time of the discussion between the aggrieved person and his supervisor. In the event the grievance involves more than the aggrieved person or is filed by the Association, it must be filed with the appropriate supervisor who could remedy the alleged grievance. No grievance shall be processed unless it is presented at Step One within fifteen (15) days of its occurrence or of the date upon which it reasonably should have become apparent.

Within ten (10) days after the presentation of the written grievance, the supervisor shall give his answer in writing to the aggrieved person or to the Association, whichever shall have submitted the written grievance. The grievance shall be submitted to the supervisor on the forms provided for such purpose, shall be signed by the "aggrieved person", and shall specify the nature of the alleged violation, misinterpretation or misapplication, including specific references to the sections of this Agreement allegedly involved.

2. Step Two. In the event the grievance is not settled at Step One, whether because of dissatisfaction with the written decision of the supervisor by the aggrieved person or by failure on the part of the supervisor to render a decision within the time provided, the aggrieved person may refer the matter to the Association president or Association Grievance Committee who shall refer the grievance, in writing, to the Superintendent of Schools within five (5) days after the date of the answer by the Superintendent (or his designee) at Step One of this procedure, or within five (5) days after the date of the answer of the supervisor was due.
The Superintendent of Schools or his designee shall represent the Administration in the handling of the grievance procedure at this level, and within ten (10) days after receiving the written grievance, he shall meet with the aggrieved person in an attempt to resolve the grievance. Within five (5) days after the conclusion of such meeting, the Superintendent shall provide to the aggrieved person and the Association President a written answer to the grievance. A representative of the Association may be present at the meeting between the Superintendent and the aggrieved person, if requested by the aggrieved person.

3. Step Three. If the alleged grievance is not settled at Step Two, it may be referred in writing to the Secretary of the Board of Education within five (5) days after the answer by the Superintendent in Step Two. Such grievance shall state with specificity and in detail the nature of the grievance, including referenced to the provisions of the Master Agreement claimed to have been violated or misinterpreted. The Board, or a committee thereof, shall hold a hearing or otherwise investigate the grievance or prescribe such other procedures as it may deem appropriate for consideration of the grievance. The Association shall have an opportunity to present its views to the Board or committee at this step. The Board, or a committee thereof, shall render a decision on the grievance and present it, in writing, to the Association within fifteen (15) days after the matter was referred to the Board of Education, as therein provided.

4. Step Four. If the grievance is not settled at Step Three, the matter may be referred to arbitration by the

Association or the Board. Notice to refer the matter to arbitration must be given to the Board within ten (10) days from the date of the Board's written decision at Step Three. Within five (5) days after the request for arbitration has been served upon the Secretary of the Board of Education, a committee of the Board, or its designated representative, and a committee of the Association, or its designated representative, shall meet and make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within a five (5) day period, the party seeking arbitration shall file a request with the American Arbitration Association for submission of a list of qualified arbitrators to the parties. The arbitrator shall then be selected according to the rules of the American Arbitration Association.

The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty (30) days from the close of the hearing. The hearing shall be conducted in accordance with the rules and procedures of the American Arbitration Association, except as expressly modified by rule of the arbitrator. The arbitrator's decision shall be submitted in writing, and shall set forth his finding and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Escanaba Area Public Schools, the Upper Peninsula Education Association, and the employees involved.

The arbitrator has no authority except to pass upon alleged violations of the provisions of this Agreement, and to determine disputes involving the application or interpretation of such provisions; and shall have no power or authority to add to, subtract from, or modify any of the terms or provisions of this Agreement. The arbitrator shall not render any decision which would require or permit action in violation of the applicable School Laws and Regulations of the State of Michigan.

The arbitrator's fee and expenses shall be shared by the Escanaba Area Public schools and the Association equally. The expense and compensation for attendance of any employee witness, or participant in the arbitration proceedings shall be paid by the party calling such employee, witness or requesting such participation.

E. Subjects Excluded From Grievance Procedure:

The following subjects covered and governed by the terms and provisions of this Agreement shall not be subject to the grievance procedure as herein set forth:

1. Any complaint or dispute involving the discharge, termination, demotion of a teacher
2. Any non-renewal of a probationary teacher's employment, or termination of a probationary teacher
3. Any claim or complaint for which there is established another remedial procedure or forum established by law, including alleged disputes within the jurisdiction of the Equal Employment Commission; Civil Rights Commission; Michigan Employment Relations Commission or Michigan Tenure Commission
4. Any action, order or regulation of the Board governed by Article I, paragraph D of this Agreement, or governed by Article IIB of this Agreement
5. Any policies, rules or regulations of the Board, except if the same shall directly relate to wages, hours, and conditions of employment

F. Class Grievance:

If, in the judgment of the Association Grievance Committee, grievance affects a group or class of teachers, the Association Grievance Committee may submit such grievance in writing, to the Superintendent of Schools directly, indicating the same to constitute a class grievance, and the processing of such grievance shall be commenced at Step Two of the grievance procedure. Such grievance shall be designated as a "class grievance" and the class affected shall be designated.

G. Documentation:

Copies of all written decisions of grievance shall be sent to all parties involved and the Association president. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be jointly prepared and given appropriate distribution by the Superintendent to facilitate operation of the grievance procedure.

H. General Provisions:

In the event a grievance is filed on or after June 1st, which, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limitations herein set forth shall be,

insofar as practicable, reduced so that the grievance procedure may be completed prior to the end of the school terms or as soon thereafter as is practicable, and references to days shall be, in such event, deemed to be calendar days.

The filing of any grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, regulation or similar rule or procedure, the aggrieved person shall fulfill or carry out such order or requirement pending the final decision of the grievance procedure. No teacher may be represented by any teacher organization other than the Association in any grievance procedure initiated pursuant to this Agreement.

The time limitations with regard to presenting grievances at Step One, Step Two, Step Three, and Step Four of the grievance procedure shall be deemed to be of the essence. Accordingly, failure by the aggrieved person or the Association to comply and conform with such time limitations shall be deemed a waiver of the grievance, and such waiver shall be deemed to be with prejudice and without right for refiling or reinstitution of the grievance.

Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed, but may be the subject of negotiations. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

No back pay shall be awarded for any period prior to five (5) days before the filing of a written grievance. No claim for back wages shall exceed the amount of wages the teacher would otherwise have earned at his regular rate. Any settlement of a back-pay claim shall be limited to the amount of wages the employee would otherwise have earned from his regular employment with the district, less any wages earned during the time he is off work.

It shall be the general practice of all parties of interest to process grievances during times when such procedures do not interfere with assigned duties.

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Access shall be made available to records of all information necessary to a determination and processing of a grievance, and teachers' personnel files shall be examined by the Association only upon prior written approval of the teacher affected submitted to the Superintendent of Schools.

During the term of this grievance procedure there shall be no strike or lock-out. The Board of Education and the Association agree they will not permit, direct, encourage, or support any actions prohibited herein.

I. Rights of Teachers to Representation:

1. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any School Representative, any member of the Association Grievance Committee, or any other participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, except that he may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. Individuals may not arbitrate grievances.

3. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

J. Miscellaneous:

1. Decisions rendered at Levels One, Two or Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the Association Grievance Committee.

2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be jointly prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.

ARTICLE XV– MISCELLANEOUS PROVISIONS

A. No polygraph or lie detector device shall be used in any investigation of any teacher without his consent.

B. To fulfill state requirements, professional development days for teachers may be held on scheduled instruction days, non-session days, or Saturdays which are not part of holiday weekends.

Each teacher who attends a District sponsored professional development outside the instructional school day, on a non-session day, or a Saturday will receive a stipend equal to $25 per hour. This language shall be implemented October 01, 2018.

EEA members who provide a district-requested professional service outside the instructional school day (examples: Saturday School, Summer School, Tutoring, Kindergarten Screening) will receive $25 per hour.

The District will seek approval for SCECH's for district sponsored professional development days.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall, likewise, supersede any contrary or inconsistent terms contained in any individual teacher contracts then in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

E. If any provision of this Agreement of any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

F. Teachers of the school district may accept work outside the school system but not during school hours, provided such work does not in any way interfere with the performance of the teacher's school duties; provided such work does not conflict with school activities; in accordance with existing policies and practices.

G. Payroll deductions are available upon request for:

1. Deposit into a credit union or bank of choice
2. Deposit into a tax sheltered annuity program as agreed upon by the Association.

H. School will be closed November 15.

I. Pay will be issued over 24 pay periods on the 10th and 25th of each month. Staff will have the option of receiving the final four pays in a lump sum at the time of the 20th pay.

J. Hepatitis B vaccinations, if required, shall be paid for by the Board.

ARTICLE XVI - STUDENT TEACHERS

A. The acceptance of any student teacher by a teacher shall be voluntary.

B. The supervising teacher shall be paid, in addition to his or her contractual salary, that sum in total as

provided by the participating University or College for each eight week period.

ARTICLE XVII - REDUCTION IN PERSONNEL AND RECALL

A. The Board shall prepare a seniority list by grade and subject area and transmit same to the Association on or before October 1 of each contract year. A lottery (drawing of names) shall be instituted for those bargaining unit members hired with the same first date of employment. Association and administration representatives and the employees involved may be present at the lottery. Individuals who are hired to fill additional sections or classes on a semester to semester basis shall not accrue seniority for work in such positions. Within ten (10) days after posting of the seniority list, any objections to the list shall be forwarded. Thereafter, the list shall be final and conclusive for that year. Members on lay-off status are to be removed from the seniority list after a period of two years.

B. Teachers who are laid off shall suffer no loss of sick leave benefits or seniority accrued up to that contract year.

C. Teachers who are laid off during a contract year shall be considered having completed the contract year for purposes of placement on the salary scale. No additional salary scale advancement shall be granted if recalled during the same contract year.

D. Upon recall, all accrued benefits in Escanaba shall be restored to the employee.

E. Employees shall be notified of recall by certified letter and shall have fifteen (15) calendar days to respond. If he/she does not respond by that time, he/she shall be considered resigned.

ARTICLE XVIII - EXPERIMENTAL AND INNOVATIVE PROGRAMS

A. School Crisis Response Team:

1. Participation at any level will be totally voluntary, with the exception of any employee whose duties are directly related to those of the team.
2. Any training, materials, or instruction will be provided by the Board as necessary.

ARTICLE XIX - SCHOOL IMPROVEMENT PROGRAM

A. In the event that the Board of Education studies and implements a school improvement plan, no part of such a plan will be implemented if it violates, contradicts, or is inconsistent with the terms and provisions of this Agreement.

B. The superintendent or designee shall submit a progress report on SIP to the EEA at the second and fourth quarterly conference.

C. Participation in the School Improvement Program is to be voluntary at all levels. No assignments or committee responsibilities will be established or directed without the teacher's consent.

Non-participating teachers will in no way be subject to discrimination for failure to participate.

Each new school year the School Improvement Program Committee should be encouraged to change to bring about new leadership and ideas.

ARTICLE XX– LEAST RESTRICTIVE ENVIRONMENT

A. While the parties acknowledge the policy of Least Restrictive Environment is legally mandated, they also recognize the extent to which any individual disabled student should participate in regular education programs

and services must be appropriate to that student's unique needs as determined by an individual IEPC on an individual basis.

B. Any teacher who will be providing instructional or other services to a disabled student in a regular education classroom setting shall be invited to participate in the IEPC.

C. The teacher shall have available the services deemed necessary by the IEPC.

D. Except in life-threatening or extenuating circumstances, the general education classroom teacher shall not be required to perform medical, hygiene or other non-instructional procedures for students such as (but not limited to) suctioning, catheterization, diapering, or attending to any personal hygiene or medical needs of the student, except as would normally be undertaken as a teaching responsibility.

ARTICLE XXI - MENTOR TEACHERS

A. A Mentor Teacher shall be defined as a Master Teacher, a college professor, or a retired Master Teacher as identified in Section 1526 of the School Code, as not in effect or as amended, and shall perform the duties of a Master Teacher as specified in the code.

B. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Association with the approval of the Administration. A teacher new to the district with greater than three (3) years previous experience in the classroom may be assigned a Mentor Teacher for their first year if mutually agreed upon by both the Association and District. The purpose of the mentor assignment is to provide an individual who can offer assistance, resources and information in a non-threatening collegial fashion.

C. A Mentor Teacher shall be assigned in accordance with the following:

1. Participation as a Mentor Teacher shall be voluntary.
2. The District shall immediately notify the Association of those members requiring a mentor assignment or any affected member whose classroom assignment has changed.
3. The Association shall notify the Administration when a Mentor Teacher is matched with a bargaining unit member (Mentee). The assignment of the Mentor Teacher shall be finalized by the Administration within ten (10) work days after the notification.
4. Every effort shall be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
5. Mentee shall only be assigned to one (1) Mentor Teacher at a time.

D. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, neither the Mentor Teacher nor the Mentee shall be required to participate in any matter related to the evaluation of the other. Further, neither shall be required to testify as a witness in any grievance or administrative hearing involving such evaluations.

E. Where possible, the Mentor Teacher and Mentee shall be assigned common preparation time, if applicable.

F. Mentees shall be provided with such professional development induction into teaching as required by law.

G. Mentor Teachers shall be compensated $500 per full school year in which they work as a Mentor regardless whether the mentee is employed full or part-time.

ARTICLE XXII - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2025 and shall continue in effect through June 30, 2028.

Pursuant to P.A. 4 of 2011, the Board and Union shall follow the state guidelines regarding the appointment of an emergency financial manager.

BOARD OF EDUCATION
ESCANABA AREA PUBLIC SCHOOLS

By: _____

Dan Flynn
Its: EAPS Board President

By: _____

Dr. Coby Fletcher
Its: EAPS Superintendent

MICHIGAN EDUCATION ASSOCIATION
ESCANABA DISTRICT

By: _____

Kathy Miron
Its: EEA Negotiation Team - Chair

By: _____

Nicky Harris
Its: EEA Negotiation Team - Elementary

By: _____

Chris Ogren
Its: EEA Negotiation Team - Secondary

By: _____

Michele Kallman
Its: EEA Negotiation Team - Elementary

By: _____

Ryan Wender
Its: EEA Negotiation Team - Secondary

APPENDIX A - Salary Schedule

A. The Board of Education has established a single salary schedule which shall be in effect until revised. Any revision of the salary schedule shall be made by joint action of the Board and the Association. This salary schedule shall apply to all positions covered in this Agreement, and there shall be no deviation from this schedule for any such position.

B. Salary Schedule for the 2025-2026 school year:

Yrs.	BA	BA PC	MA	MA15	MA30
1	43,897.90	45,315.93	46,691.00	48,109.04	49,484.11
2	45,156.81	46,616.39	48,031.74	49,491.32	50,906.68
3	46,415.72	47,916.85	49,372.48	50,873.62	52,329.25
4	47,674.63	49,217.30	50,713.23	52,255.91	53,751.83
5	49,772.82	51,384.73	52,947.80	54,559.71	56,122.77
6	51,871.02	53,552.16	55,182.37	56,863.53	58,493.74
7	54,011.16	55,762.93	57,461.63	59,213.41	60,912.10
8	56,014.73	57,832.63	59,595.43	61,413.33	63,176.13
9	58,207.54	60,097.80	61,930.78	63,821.04	65,654.01
10	60,935.18	62,915.45	64,835.71	66,815.99	68,736.25
11	63,872.65	65,949.86	67,964.12	70,041.32	72,055.59
12	66,810.12	68,984.26	71,092.52	73,266.66	75,374.92
13	69,747.57	72,018.65	74,220.91	76,491.99	78,694.25
14	70,081.34	72,370.23	74,589.77	76,878.65	79,098.18
15	70,621.11	72,927.81	75,164.62	77,471.33	79,708.13
16	72,479.04	74,847.05	77,143.31	79,511.32	81,807.59
17	73,006.67	75,392.10	77,705.24	80,090.67	82,403.81
18	73,534.31	75,937.14	78,267.17	80,670.01	83,000.04
19	74,095.88	76,517.25	78,865.25	81,286.62	83,634.61
20	74,740.15	77,182.78	79,551.39	81,994.03	84,362.63
21	75,106.83	77,568.36	79,955.30	82,416.83	84,803.76
22	75,746.97	78,229.63	80,637.05	83,119.71	85,527.13
23	76,326.24	78,828.01	81,253.97	83,755.75	86,181.71
24	76,905.51	79,426.39	81,870.89	84,391.77	86,836.27
25	77,439.83	79,978.35	82,439.94	84,978.46	87,440.06
26	77,990.60	80,547.30	83,026.52	85,583.22	88,062.44
27	78,651.53	81,230.03	83,730.41	86,308.91	88,809.28
28	79,371.26	81,973.53	84,496.93	87,099.18	89,622.59
29	79,970.16	82,592.19	85,134.75	87,756.77	90,299.34
30	80,494.47	83,133.79	85,693.14	88,332.46	90,891.80

Salary Schedule for the 2026-2027 school year:

Yrs.	BA	BA PC	MA	MA15	MA30
1	44,855.02	46,335.23	47,770.59	49,250.81	50,686.17
2	46,200.67	47,725.29	49,203.71	50,728.33	52,206.76
3	47,546.32	49,115.35	50,636.83	52,205.86	53,727.34
4	48,891.97	50,505.41	52,069.95	53,683.38	55,247.93
5	50,686.17	52,358.81	53,980.77	55,653.42	57,275.37
6	52,928.92	54,675.58	56,369.30	58,115.96	59,809.68
7	55,171.67	56,992.34	58,757.83	60,578.50	62,343.99
8	57,414.42	59,309.10	61,146.36	63,041.04	64,878.30
9	59,657.17	61,625.86	63,534.89	65,503.58	67,412.61
10	62,348.48	64,405.98	66,401.13	68,458.63	70,453.78
11	65,488.33	67,649.44	69,745.07	71,906.18	74,001.81
12	68,179.63	70,429.56	72,611.30	74,861.23	77,042.98
13	71,319.48	73,673.02	75,955.25	78,308.79	80,591.01
14	72,216.58	74,599.73	76,910.66	79,293.80	81,604.74
15	73,113.68	75,526.43	77,866.07	80,278.82	82,618.46
16	74,010.78	76,453.14	78,821.48	81,263.84	83,632.18
17	74,907.88	77,379.84	79,776.89	82,248.85	84,645.91
18	75,356.43	77,843.19	80,254.60	82,741.36	85,152.77
19	75,804.98	78,306.55	80,732.31	83,233.87	85,659.63
20	76,702.08	79,233.25	81,687.72	84,218.89	86,673.35
21	77,150.63	79,696.60	82,165.42	84,711.39	87,180.21
22	77,599.18	80,159.96	82,643.13	85,203.90	87,687.08
23	78,047.73	80,623.31	83,120.84	85,696.41	88,193.94
24	78,496.28	81,086.66	83,598.54	86,188.92	88,700.80
25	79,393.38	82,013.36	84,553.95	87,173.93	89,714.52
26	79,841.93	82,476.72	85,031.66	87,666.44	90,221.38
27	80,739.03	83,403.42	85,987.07	88,651.46	91,235.11
28	81,187.58	83,866.77	86,464.78	89,143.97	91,741.97
29	82,084.68	84,793.48	87,420.19	90,128.98	92,755.69
30	82,533.23	85,256.83	87,897.89	90,621.49	93,262.55

Salary Schedule for the 2027-2028 school year:

Yrs.	BA	BA PC	MA	MA15	MA30
1	46,200.67	47,725.29	49,203.71	50,728.33	52,206.76
2	47,586.69	49,157.05	50,679.82	52,250.18	53,772.96
3	48,972.71	50,588.81	52,155.94	53,772.03	55,339.16
4	50,358.73	52,020.57	53,632.05	55,293.88	56,905.36
5	52,206.76	53,929.58	55,600.20	57,323.02	58,993.63
6	54,516.79	56,315.84	58,060.38	59,859.44	61,603.97
7	56,826.82	58,702.11	60,520.57	62,395.85	64,214.31
8	59,136.86	61,088.37	62,980.75	64,932.27	66,824.65
9	61,446.89	63,474.64	65,440.94	67,468.69	69,434.99
10	64,218.93	66,338.15	68,393.16	70,512.39	72,567.39
11	67,452.98	69,678.93	71,837.42	74,063.37	76,221.86
12	70,225.02	72,542.44	74,789.64	77,107.07	79,354.27
13	73,459.06	75,883.21	78,233.90	80,658.05	83,008.74
14	74,383.08	76,837.72	79,217.98	81,672.62	84,052.88
15	75,307.09	77,792.22	80,202.05	82,687.19	85,097.01
16	76,231.10	78,746.73	81,186.13	83,701.75	86,141.15
17	77,155.12	79,701.24	82,170.20	84,716.32	87,185.28
18	77,617.12	80,178.49	82,662.24	85,223.60	87,707.35
19	78,079.13	80,655.74	83,154.27	85,730.89	88,229.42
20	79,003.14	81,610.25	84,138.35	86,745.45	89,273.55
21	79,465.15	82,087.50	84,630.39	87,252.74	89,795.62
22	79,927.16	82,564.75	85,122.42	87,760.02	90,317.69
23	80,389.16	83,042.01	85,614.46	88,267.30	90,839.76
24	80,851.17	83,519.26	86,106.50	88,774.59	91,361.82
25	81,775.18	84,473.77	87,090.57	89,789.15	92,405.96
26	82,237.19	84,951.02	87,582.61	90,296.44	92,928.03
27	83,161.20	85,905.52	88,566.68	91,311.00	93,972.16
28	83,623.21	86,382.78	89,058.72	91,818.29	94,494.23
29	84,547.22	87,337.28	90,042.79	92,832.85	95,538.36
30	85,009.23	87,814.54	90,534.83	93,340.14	96,060.43

C. Payment of salary shall be according to the existing schedule except that when any payday falls on a holiday, then teachers shall receive pay for that period on the last business day prior to the holiday.

D. Newly hired teachers shall be placed on the salary schedule with full credit allowed for:

1. Teaching experience outside the Escanaba Area Public Schools.

2. Interrupted teaching experience within the Escanaba Area Public Schools shall be evaluated by the Superintendent of Schools for Board approval.

3. No credit shall be given for any teaching experience received or earned before obtaining standard certification.

4. Credit for placement on the salary schedule for teaching experience acquired outside the Escanaba Area Public Schools shall be based on those years performed under a contract in an accredited school with the teacher holding State certification.

E. No teacher shall be hired at a base salary in excess of the existing salary schedule, after proper determination as to previous experience and or special education certification held.

F. In the case of the necessity of hiring a non-certified teacher for full time teaching, that person shall be paid at the rate of 100% of the BA Step 1 salary until valid certification is obtained. A non-Michigan certified teacher shall be granted one year from the date of hire to acquire valid Michigan certification. If at the end of that period a MI certification has not been obtained, pay will revert to the rate of the BA Step 1 salary.

G. Nurses salaries shall be based on the BAPC lane using the index of the salary schedule in Appendix A, providing a Bachelor's degree in Nursing has been obtained. In cases where a Bachelor's degree has yet to be earned, the salary shall be 90% of the BAPC lane. Further lane advancement will be granted as outlined in the salary schedule.

Comp time for nurses may be arranged for approval by the superintendent for the same discretionary use as personal leave days.

Nurses will be given a minimum of sixty (60) calendar days' notice before termination of employment.

H. Advancement of the Schedule:

Teachers completing the necessary number of eligible credit hours for advancement to the next higher schedule may make application for such consideration as soon as official grades, transcript, etc., have been received. Such application will be forwarded, on the appropriate form, to the office of the Superintendent together with the necessary supporting transcripts. Courses taken for advancement on the salary schedule must be related to the teacher's assignment or to inter-related disciplines within the scope of the major or minor fields.

Salary increases associated with advancement to the next higher schedule are effective after approval and shall be retroactively applied to the date the properly completed appropriate application was received by the office of the Superintendent.

The Credentials Evaluation Committee shall approve all schedule advancements. This committee shall consist of the superintendent or designee, a building principal, and a designated Association representative.

Guidelines used in the evaluation of such applications are as follows:

1. B.A. + Certification and M.A. +15:

   a. Only those courses taken after receipt of full standard certification and completion of a Master's degree are applicable for advancement to the MA+15 schedule.

   b. Only graduate credits earned in courses developed and offered by an accredited academic institution qualify for schedule advancement (i.e., graduate credits granted incidental to professional development will not count toward schedule advancement). Qualified graduate credit courses of the candidate's own choice may be counted. They do not have to be in a planned program.

   c. Undergraduate credit courses must have the written approval of the Credentials Evaluation Committee before enrollment. Such requests will generally be allowed only when the undergraduate course is directly related to the person's teaching assignment. To secure this approval, file a written application in triplicate on the appropriate form which is available in your school office. Send such application to the office of the Superintendent clearly marked "Attention of Credentials Evaluation Committee".

2. M.A. +30:

   a. All hours beyond the M.A. +15 must be earned subsequent to placement on the MA +15 schedule, shall be on the graduate level and should be related to one's own area of teaching assignment or in preparation for a specific future assignment in the system. Any course not included in a degree program (i.e. second master's program) must be approved in advance by the Credentials Evaluation Committee. In order to secure approval, a written application should be submitted as in (1-c).

   b. Teachers completing the necessary number of eligible credit hours for advancement to the next higher schedule may make an application as soon as work is completed. They will be placed on the next higher schedule immediately upon approval by the Credentials Evaluation Committee to be retroactively applied to the date the properly completed appropriate application was received by the office of the Superintendent.

I. Mileage paid to itinerant teachers and bargaining unit members for approved travel shall be at the current Federal Rate.

APPENDIX B - TUITION REIMBURSEMENT, SUMMER SCHOOL ATTENDANCE, FOREIGN TRAVEL, AND EXTENSION COURSES

A. Upon receipt of a statement of credit earned in an extension course offered by an accredited college or university in Escanaba, Marquette, or any other public institution in Michigan, the Board will pay 75% of the tuition cost for up to 3 credits per school fiscal year. For any other institution the Board will pay 75% of the average between the highest cost and the lowest cost for graduate level courses of the same nature of the two relevant Michigan public universities or colleges. This includes any credits earned for job-related educational expenses.

The board will file a 1099 Form for such educational expenses upon request of the employee. The Board shall reimburse the employee by separate check. Any subsequent tax obligation will be the responsibility of the employee.

B. Teachers who receive an increase in salary by reaching a higher training level after summer school attendance shall receive both the increase as provided for in the salary schedule and the allowance for summer school attendance.

C. Reimbursement of tuition will be made twice each year-at the first payday in March for courses taken during the first semester, and at the first payday in October for courses taken during the second semester or in summer session. Submission of tuition reimbursement requests must be made no later than 6 months after the conclusion of the course. The teacher must be in the employ of the Escanaba Area Public Schools at the time of reimbursement in order to receive it.

D. For reimbursement the course work must be directly related to the teaching assignment or pre-approved by the Superintendent.

APPENDIX C – EXTRA DUTY PAY SCHEDULE

A. The District shall have the right to determine qualifications and hire individuals for all Appendix C positions. Seniority shall not be a factor for hiring.

B. Contracts for all Appendix C positions shall be signed annually for such positions.

C. Staff employed in Appendix C positions shall have the option of receiving salary divided between the halfway point and at the completion of the extra duty or in a lump sum at the completion of the extra duty.

Remuneration (annual) for a given assignment bears a percentage relationship to the appropriate level of the bachelor schedule for the teacher involved. The schedule is based on the adopted BAPC schedule and percentage as shown in Appendix C. In the event a teacher does not have BAPC certification, the schedule is based on the adopted BA schedule and percentage as shown in Appendix C.

Copies of signed contracts of all non-professional staff employed under Appendix C shall be given to such staff and the EEA within seven (7) days of the commencement of the involved extra duty assignment with prior written permission of employee.

Extra-duty pay scale as applicable to Appendix C will be based on the BAPC certification and years of service will be based on experience in the extra-duty position. Newly hired personnel shall be given credit for experience in the specific or related position outside the EAPS.

7/1/2025 – 6/30/2028 EEA Contract Appendix C Positions

Extra Duty	Position	Percentage
Baseball	Varsity Head Coach	8%
Self-funded	Varsity Assistant Coach	5%
	JV Head Coach	5%
Basketball	Varsity Head Coach	11%
(boys/girls)	JV Head Coach	7%
	9th Grade Coach	6%
	8th Grade Coach	4%
	7th Grade Coach	4%
	6th Grade Coach (added 2025-2026)	3%
Bowling	Head Coach	8%
Self-funded		
Cheerleading	Varsity Head Coach	8%
(competitive)	Varsity Assistant Coach	5%
	JH Coach (increase 2025-2026)	4%
Cheerleading	Varsity Head Coach	8%
(sideline)	JV Coach	3%
	JH Coach	2%
Cross Country	HS Cross Country Head Coach	8%
(Reinstated 2021-2022)	HS Cross Country Assistant Coach	5%
Football	Varsity Head Coach	11%
	Varsity Assistant Coach (2)	7%
	JV Head Coach	7%
	JV Assistant Coach	6%
	9th Grade Head Coach	6%
	9th Grade Assistant Coach	5%

Extra Duty	**Position**	**Percentage**
	8th Grade Head Coach	4%
	8th Grade Assistant Coach	3%
	7th Grade Head Coach	4%
	7th Grade Assistant Coach	3%
Golf	Head Coach	8%
	Assistant Coach	5%
Gymnastics	Head Coach	11%
Self-funded	Assistant Coach	7%
Hockey	Varsity Head Coach	11%
Self-funded	Varsity Assistant Coach	7%
	JV Head Coach	7%
Softball	Varsity Head Coach	8%
	JV Head Coach	5%
Tennis	Varsity Head Coach – Boys	8%
Self-funded boys	Varsity Head Coach – Girls	8%
	JV Head Coach – Boys	5%
	JV Head Coach – Girls	5%
Track	HS Head Coach	8%
(boys/girls)	HS Assistant Coach	5%
	JH Head Coach	4%
	JH Assistant Coach	3%
Volleyball	Varsity Head Coach	11%
	JV Head Coach	7%
	9th Grade Coach	6%
	8th Grade Coach	4%
	7th Grade Coach	4%
	6th Grade Coach	3%

Extra Duty	**Position**	**Percentage**
Wrestling	Head Coach	11%
	Assistant Coach	7%
Strength & Conditioning	Coach Aug-Dec	4%
	Coach Jan-May	4%
Music	HS Band	7.5%
	HS Jazz Band	2%
	HS Orchestra	3%
	HS Vocal Music	5%
	Flag Corp	2%
	Marching Band	4%
	Musical Director - Drama	4%
	Musical Director - Music	4%
	JH Band	5.5%
	JH Jazz Band	2%
	JH Orchestra	2%
Senior High Clubs	Business Professionals of America	4%
	Esports	4%
	Key Club	4%
	National Honor Society	3%
	Quiz Bowl	2%
	Robotics	4%
	Yearbook	6%
Not currently funded --	Chess Club	2%
Not currently funded --	Youth in Government	2%
Junior High Clubs	Yearbook	3%
	Builders Club	2%
Upper Elementary Clubs	Yearbook	3%
Student Council	HS Student Council	5%
	JH Student Council	3%
	EUE Student Council	3%
Ticket Manager	HS Ticket Manager	6%
	JH Ticket Manager	2%

No extra duty activities which are operated simultaneously may be handled by the same individual except in an emergency, when dropping of an activity is the only option. In such cases where an individual is handling multiple positions concurrently during the same season, that individual shall remain assigned to their preferred position, while the additional Appendix C position is posted annually.

Miscellaneous

A. No pay shall be received for extra duties for which time from the normal teaching hours or normal teaching load has been made available. Payment, according to Appendix C, shall be made only for those duties performed prior to the regular school opening or after the dismissal time as set forth in Article IV of this Agreement. Duties for which released time is made available shall not receive compensation other than the regular salary.

APPENDIX D – PLACEMENT, VACANCIES, LAY-OFF/RECALL, EVALUATION, DISCIPLINE

Decisions about placement, vacancies, layoff/recall, evaluation and discipline of a "teacher" who is assigned to students in any grades K to 12 as a "teacher of record" ("classroom teacher") will be made as stated below. The parties agree that the procedures established in this Appendix constitute clear and transparent procedures.

1. ***Placement of Classroom Teachers.*** The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. A vacancy shall be defined for purposes of this Appendix as a classroom teaching position within the bargaining unit presently unfilled, including newly created positions. Classroom teaching vacancies occurring within the bargaining unit shall be provided via email to the Association President. Bargaining unit employees may apply for such positions by submitting an email of interest to the principal of the building with the classroom teaching vacancy. Classroom teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:

a. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades, and school schedule.

b. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.

c. Classroom teachers must be fully qualified for all aspects of their assignments, based on documentation on file with the Superintendent's office, including:

i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;

ii. Credentials needed for District, school, or program accreditation;

iii. Length of service in a grade level(s) or subject area(s);

iv. Recency of relevant and comparable teaching assignments;

v. Previous effectiveness ratings;

vi. Disciplinary record, if any: A disciplinary record may only be considered when contained in a classroom teacher's official personnel file maintained in District offices.

d. Teachers providing instruction for specialized courses may be awarded positions before

teachers having more length of service within the bargaining unit.

e. Length of service within the District shall be considered as the tiebreaker if a classroom teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

f. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

g. All classroom teachers shall be notified in writing, not later than June 1, of their teaching assignment for the next school year.

***2. Vacancies*.** All vacancies after placements are complete will be filled using the following method:

a. Notification of vacancies occurring within the bargaining unit shall be provided by the District via e-mail to each bargaining unit employee, with a copy of such posting also provided to the Association President.

b. Internal bids will be accepted for any posted vacancies, due no less than three (3) working school days (five (5) in summer months), beginning the day after District email notification, with the position to be awarded to the interested internal candidate having the most length of service within the bargaining unit.

c. Once initial bidding is complete - all additional openings (including summer vacancies) will be treated as new vacancies first available to internal candidates.

d. When no internal candidate exists, external candidates will then be considered.

e. Bidding will continue until all open vacancies are filled or available to external candidates.

f. Mid year vacancies may be filled with either external or internal candidates.

g. Candidates awarded positions must have at least seventy-five percent (75%) of their year-end evaluations as a bargaining unit employee rated as "highly effective" or "effective". In the event no internal employee meets this criterion, then this requirement shall not apply.

3. Layoff/Recall of Classroom Teachers

a. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing classroom teaching staff or that a reduction in classroom teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the classroom teaching positions to be reduced.

b. Decisions about the reduction and recall of teachers will be guided by the following criteria:

i. Retaining the most effective classroom teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s). Non certified,

then probationary certified teachers will be laid off first, provided the tenured teachers have been awarded effective evaluations and are adequately certified to replace them as allowed by law.

ii. If reduction is still necessary, then tenured teachers will be laid off in the inverse order of qualifications, as outlined below.

iii. Teachers providing instruction for specialized courses may be awarded positions before teachers having more length of service within the bargaining unit.

iv. A classroom teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office.

v. If a classroom teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

vi. In addition, classroom teachers must be fully qualified for all aspects of their assignments, based on documentation on file with the Superintendent's office, including:

1. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;

2. Credentials needed for District, school, or program accreditation;

3. Length of service in a grade level(s) or subject area(s);

4. Recency of relevant and comparable teaching assignments;

5. Previous effectiveness ratings.

6. Disciplinary record, if any; A disciplinary record may only be considered when contained in a classroom teacher's official personnel file maintained in District offices.

c. Classroom Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.

i. Reduction and recall decisions will be based on the classroom teacher's certification and qualifications in the District's records at the time of the decision.

ii. A laid off classroom teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.

iii. Failure to maintain current contact information may negatively impact the teacher's recall.

d. Before the Board authorizes a classroom teacher reduction, the Superintendent or designee will notify, in writing, the affected classroom teacher of an opportunity to respond either in person or in writing, to the proposed reduction.

e. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected classroom teacher and Association within ten (10) school working days.

f. Classroom Teacher Recall Process

i. A classroom teacher is eligible for recall under this Appendix for 3 years from the date the District implemented the reduction in force.

ii. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.

iii. Before or in lieu of initiating the recall of a laid-off classroom teacher, the Superintendent may reassign teachers to fill vacancies in accordance with this Appendix.

iv. After or in lieu of any reassignment of existing teaching staff, the Superintendent shall take the following action to fill a vacancy: Recall the laid-off classroom teacher who is certified and qualified for the vacancy, provided the classroom teacher was rated at least effective. If more than 1 laid-off classroom teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy with the most senior individual
consistent with this Appendix.

v. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled classroom teachers and will establish the time within (no less than ten (10) working school days) which a classroom teacher must accept a recall to preserve the teacher's employment rights.

vi. A laid-off classroom teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

4. Evaluation of Classroom Teachers. Classroom teachers will be evaluated pursuant to a performance evaluation system. This performance evaluation system will include, as appropriate, the following:

a. a year-end evaluation process that meets statutory standards;

b. an evaluation tool that incorporates components required by law, including:

i. locally agreed-on student growth and assessment data or student learning objectives, and

ii. the teacher's performance.

c. an individualized development plan (IDP) with measurable performance goals developed by the evaluator in consultation with the teacher and recommended training, coaching, professional development or resources designed to improve the teacher's effectiveness for:

i. all probationary teachers;

ii. teachers rated developing, needs support; or

iii. at the administrator's discretion when performance deficiencies are noted. To the extent allowable by law, the District will notify a classroom teacher of complaints that might lead to discipline.

d. classroom observations of at least 20 minutes each which include, at a minimum, a review of the classroom teacher's lesson plan, the state or national curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items;

e. a mid-year progress report, if required by law, which aligns with the classroom teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training, coaching, professional development, or resources identified by the evaluator.

f. a year-end performance evaluation effectiveness rating, of effective, developing, or needing support;

g. Tenured classroom teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated triennially, but if the classroom teacher is not rated as effective on one of the triennial year-end evaluations, the classroom teacher must receive year-end evaluations. If a classroom teacher on the triennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the classroom teacher to annual evaluations; year-end evaluations for classroom teachers shall be completed at least five (5) business days before the end of the school year.

h. a mentor for classroom teachers rated developing or needing support or for classroom teachers as required by law;

i. opportunity for a tenured classroom teacher rated needing support on a year-end evaluation to request a review;

j. use of the 5D evaluation tool, which has been approved by MDE; and corresponding regulations;

k. website posting of required information for the 5D evaluation tool;

l. training on the 5D evaluation tool for teachers and evaluators as required by law.

m. If a classroom teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.

n. The teacher shall be allowed to eliminate data attributable to students who have excessive absences, (not present for at least 90% of classroom school days), are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data. Both the teacher and administrator must agree with removal of data.

o. The parties will by September 1, 2024 negotiate and reach consensus concerning how to measure student growth and assessment data or student learning objective metrics to be considered for 20% of the evaluation. If a consensus is not reached by September 1, 2024, the District will use the assessment data currently utilized.

p. Alleged violations of the above teacher evaluation procedure made by a probationary teacher are not subject to the grievance process but may be appealed to the Superintendent level. Alleged violations of the teacher evaluation procedure made by a tenured teacher are subject to the grievance process above the Board level if the tenured classroom teacher has two (2) consecutive ratings of "needing support". In such cases an Arbitrator would have jurisdiction to consider a grievance filed under the grievance procedure.

q. Bargaining unit members who are not subject to the Teachers' Tenure Act, will be evaluated by the Superintendent or designee annually for probationary employees and at an interval not to exceed three years for non-probationary employees. An evaluation instrument of the districts choosing shall be used. The evaluation instrument shall be made available to the employee prior to implementation.

r. There shall be at least two (2) classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least 60 days apart. At least one planned observation date shall be given to the teacher a minimum of two (2) school days prior to the observation. For full year teachers, the first observation shall occur no later than December 15 of each school year.

s. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

5. DISCIPLINE

a. No bargaining unit employee shall be disciplined for reasons that are arbitrary or capricious. The term "discipline" as used in this Agreement includes written warnings; written reprimands; suspensions without pay; reductions in rank, compensation, or occupational advantage except as otherwise permitted per this Agreement; and discharges. The parties agree that meetings occurring as part of the negotiated teacher evaluation process are non-disciplinary in nature. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association (if requested by the employee) no later than the time discipline is imposed.

b. The parties agree that a program of progressive discipline shall be followed in most circumstances while recognizing that the severity of an offense may provide cause for the acceleration of the progression of discipline.

c. A bargaining unit member is entitled to association representation when a meeting with a supervisor may result in discipline. The employee shall be entitled to the specific association representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed.

d. No documentation of disciplinary action will be placed in a bargaining unit employee's personnel file unless the employee has had an opportunity to review the material. The bargaining unit employee may submit a written notation or reply regarding this material. When documentation of disciplinary action is to be placed in a bargaining unit employee's file, the affected employee shall review~~,~~ and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

i. Discipline may include but is not limited to;

1. Oral Warning, with note to file
2. Letter of Instruction to be placed in personnel file
3. Written Reprimand
4. Suspension without pay