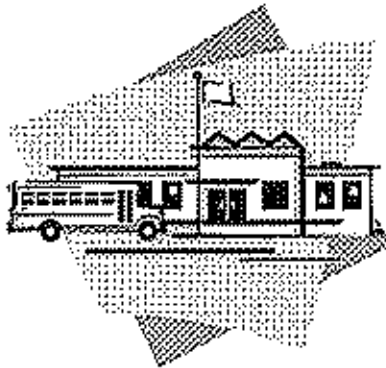


AGREEMENT
BETWEEN
SAULT STE. MARIE AREA PUBLIC SCHOOLS
BOARD OF EDUCATION
AND THE
SAULT EDUCATION ASSOCIATION



SEPTEMBER 1, 2008 - AUGUST 31, 2011

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1
2
3 A G R E E M E N T
4

5 This Agreement is entered into this 7th day of May, 2009 (settlement date), by
6 and between the Board of Education of the Sault Ste. Marie Area Public Schools,
7 hereinafter called the "BOARD" and the Sault Teachers Bargaining Unit of the
8 Sault Education Association, Michigan Education Association and the National
9 Education Association, hereinafter called the "ASSOCIATION". This Agreement
10 is effective from September 1, 2008 through August 31, 2011.
11

12 A R T I C L E I
13 R E C O G N I T I O N
14

- 15 A. The Board hereby recognizes this Association as the exclusive and sole
16 bargaining representative for all certified teaching personnel traditionally
17 included in this bargaining unit, intervention specialists and truancy
18 officers, whether under contract, on leave, on a per diem basis, employed
19 or to be employed by the Board, excluding: Superintendent, District
20 Administrators, Principals, Assistant Principals, and Supervisors within
21 the meaning of the Public Employment Relations Act, and employees
22 funded by the Indian Education Act. The term "member", when used
23 hereinafter in this Agreement shall refer to all employees represented by
24 the Association in the bargaining or negotiating unit as above defined.
25
- 26 B. Nothing contained herein shall be construed to prevent any individual
27 member from presenting a grievance and having the grievance adjusted
28 without intervention by the Bargaining Unit, if the adjustment is not
29 inconsistent with the terms of this Agreement, provided that the
30 Bargaining Unit has been given opportunity to be present at such
31 adjustment.
32
- 33 C. The parties recognize their responsibilities under federal, state and local
34 laws and fair employment practices. There shall be no discrimination in
35 any of the bargaining unit positions because of race, religion, sex, age,
36 national origin, or handicap.
37

38 A R T I C L E II
39 M E M B E R R I G H T S
40

- 41 A. Pursuant to Act 379 of the Public Acts of 1965, as amended, the Board
42 hereby agrees that every teacher employed by the Board shall have the
43 right freely to organize, join, and support the Bargaining Unit for the
44 purpose of engaging in collective bargaining or negotiation and other
45 concerted activities for mutual aid and protection. As a duly elected body

1 exercising governmental power under code of law of the State of
2 Michigan, the Board undertakes and agrees that it will not directly or
3 indirectly discourage or deprive or coerce any member in the enjoyment
4 of any rights conferred by Act 379 or other laws of Michigan or the
5 Constitutions of Michigan and the United States; that it will not
6 discriminate against any member with respect to hours, wages, or any
7 terms or conditions of employment by reason of membership in the
8 Bargaining Unit, participation in any activities of the Bargaining Unit or
9 collective professional negotiations with the Board, or institution of any
10 grievance, complaint, or proceeding under this Agreement or otherwise
11 with respect to any terms or conditions of employment.
12

13 B. The Board specifically recognizes the right of its employees appropriately
14 to invoke the assistance of the State Labor Mediation Board, or a mediator
15 from such public agency, and both parties agree to be bound by any
16 lawful order thereof.
17

18 C. The Bargaining Unit of the Sault Education Association and its members
19 shall have the right to use school building facilities at reasonable hours for
20 meetings subject to the Board policies for all public groups. No member
21 shall be prevented from wearing insignia, pins, or other identification of
22 membership in the Association (not exceeding the dimensions of one-inch
23 square) either on or off school premises. A suitable bulletin board (a
24 minimum of fifteen square feet) shall be provided for the members in each
25 building. This may either be in the members' lounge or the members'
26 workroom or elsewhere agreeable to the principal and members of the
27 building. Reasonable use of established media of communication shall be
28 made available to the Bargaining Unit and its members within the
29 established regulations for the use of that media.
30

31 D. The Board agrees to furnish to the Bargaining Unit, in response to
32 reasonable requests from time to time, available information concerning
33 the financial resources of the district, tentative budgetary requirements
34 and allocations and such other information as will assist the Association in
35 developing intelligent, accurate, informed, and constructive programs on
36 behalf of the member and their students, together with information which
37 may be necessary for the Bargaining Unit to process any grievance or
38 complaint.
39

40 E. The following rights of members are also recognized by the Board:

- 41 1. Opportunities for in-service training.
- 42 2. Community privileges on a par with those enjoyed by other
43 respectable citizens.
44
45

- 1 3. Capable aid from principals, supervisory personnel, and special
2 services personnel.
- 3
- 4 4. Classroom facilities suitable for the type of learning desired and
5 creative of a pleasant atmosphere through cooperative efforts of
6 member and pupils.
- 7
- 8 5. Materials for instruction adequate for the work at hand and made
9 available at the time they are needed.
- 10
- 11 6. Participation in programs pointed toward improvement in
12 curriculum, methods, and policies, which may affect them. This
13 program shall include the selection of textbooks and other teaching
14 materials and aids.
- 15

16 F. A member will have the right to review the contents of all records,
17 excluding initial references of the district pertaining to said member,
18 originating after initial employment and to have a representative of the
19 Association accompany him/her in such review. Advanced arrangements
20 shall be made with the Board.

- 21
- 22 1. Copies of all adverse or critical materials placed in a member's files
23 will be sent to the member at the time the material is filed
24 (retroactive to July 1, 1976).
- 25
- 26 2. The member may submit a written notation regarding any material
27 in question; including complaints and the same shall be attached to
28 the file copy of the material in question.
- 29
- 30 3. If the member believes that material to be placed in his/her file is
31 inappropriate or in error, the member may receive adjustment
32 provided cause is shown through the grievance procedure
33 whereupon the material will be corrected or expunged from the
34 file.
- 35
- 36 4. If the member is asked to sign material placed in his/her file, such
37 signature shall be understood to indicate his/her awareness of the
38 material but in no instance shall said signature be interpreted to
39 mean agreement with the content of the material.
- 40
- 41 5. If a freedom of information act (FOIA) request is received for a
42 member's personnel file or personnel file information, the member
43 will be notified of the request when an administrator receives it. If
44 the member indicates in writing that he/she will challenge whether
45 the information is disclosable under the FOIA, the Board will

1 consider the matter an unusual circumstance and issue a notice of
2 extension for ten (10) days pursuant to MCLA 15.235 (2)(d).

- 3
4 G. In the event the district enters into a Telecommunications Program, it is
5 expressly understood that the Association will receive prior written notice
6 and the conditions under which the program will be implemented. This
7 implementation will be in compliance with the Master Agreement.

8
9 Distance education may include, but is not limited to, teaching students
10 by technological linkups such as satellites, fiber optics transmission, and
11 cable television.

12
13 Prior to teaching distance education courses, teachers shall have the
14 opportunity for initial training in using telecommunications as an
15 alternative educational delivery system.

16
17 If teachers travel to the distant education site, they will receive
18 reimbursement for appropriate food, lodging, travel and mileage expenses
19 according to District policies for approved travel.

20
21 In recognition of the additional preparation and training required to teach
22 a course under this heading, a teacher shall not have more than three (3)
23 preps for that grade period.

24
25 H. INTERNET ACCEPTABLE USE

26
27 To provide an intellectual atmosphere that includes access to the Internet,
28 the Board and Association believe that all teachers should have the
29 opportunity to develop skills in using computer technology. Having
30 access to the Internet will allow the teacher to access and use the Internet
31 to transmit material, which is consistent with the educational goals of the
32 school district, as well as allow the teacher to access and transmit
33 appropriate material, to be used in the educational environment.

34
35 Whereas, the parties do recognize the educational value of Internet access
36 at school using district equipment they hereby agree to the following:

- 37
38 1. The parties seek to educate young people in the use of the Internet
39 as an assistive device to support student learning and achievement.
40 2. The parties recognize that in order to support student learning and
41 achievement the teacher must use the Internet access in a
42 responsible manner.
43 3. The parties agree that the classroom teacher(s) are released from
44 any liability based upon information retrieved from the Internet by
45 the student.

- 1 4. The parties agree that the use of the District's electronic resources
2 are for the purpose of (in order of priority): (a) Support of the
3 academic program; (b) Telecommunications; (c) General
4 Information; (d) Personal.
- 5 5. The parties agree that the District will periodically make
6 determinations on whether specific uses of the electronic resources
7 are consistent with the acceptable use practice of the school.
- 8 6. The District reserves all rights to any material stored in files which
9 are generally accessible to others and will remove any material,
10 which the District believes may be unlawful, obscene,
11 pornographic, abusive, or otherwise objectionable. Staff members
12 will not use his/her District-approved computer to obtain, view,
13 download, or otherwise gain access to such material.
14

15 ARTICLE III
16 BOARD RIGHTS
17

- 18 A. The Board, on its own behalf and on behalf of the electors of the district,
19 hereby retains and reserves unto itself, without limitation, all powers,
20 rights, authority, duties, and responsibilities conferred upon and vested in
21 it by the laws and the Constitutions of the State of Michigan, and of the
22 United States, including, but without limiting the generality of the
23 foregoing right:
24
- 25 1. To the executive management and administrative control of the
26 school system and its properties and facilities, and the activities of
27 its employees;
28
 - 29 2. To hire all employees and, subject to the provisions of law, to
30 determine their qualifications and the conditions for their
31 continued employment, or their dismissal or demotion; and to
32 promote and transfer all such employees;
33
 - 34 3. To establish grades and courses of instruction, including special
35 programs, and to provide for athletic, recreational, and social
36 events for students;
37
 - 38 4. To decide upon the means and methods of instruction, the selection
39 of textbooks and other teaching materials, and the use of teaching
40 aids of every kind and nature;
41
 - 42 5. To determine class schedules, the hours of instruction, and the
43 duties, responsibilities, and assignments of members and other
44 employees with respect thereto, and with respect to administrative

1 and non-teaching activities, and the terms and conditions of
2 employment.

- 3
4 B. The exercise of the foregoing powers, rights, authority, duties, and
5 responsibilities by the Board, the adoption of policies, rules, regulations,
6 and practices in furtherance thereof, and the use of judgment and
7 discretion in connection therewith shall be limited only by the specific and
8 express terms of this Agreement and then only to the extent such specific
9 and express terms thereof are in conformance with the Constitution and
10 laws of the State of Michigan, and the Constitution and laws of the United
11 States.

12
13 ARTICLE IV
14 DEDUCTIONS FOR PROFESSIONAL DUES

- 15
16 A. Members may at any time sign and deliver to the Board an assignment
17 authorizing deduction of membership dues and assessments of the
18 Association (including the NEA and the MEA). Such authorization shall
19 continue in effect unless, subsequent to August 1 and prior to August 31
20 of any year, the member in writing formally revokes such authorization
21 and copies thereof are delivered to the Association and to the Board.
22
23 B. The deduction of membership dues shall be made in twenty (20) equal
24 installments of one half (1/2) of the monthly dues amount. The
25 deductions shall be the first two payrolls of each month for September
26 through June.
27
28 C. The Representation Fee: Potential members who for any reason prefer not
29 to become members of the Association shall authorize the representation
30 fee in the amounts of one-tenth per month for ten (10) months beginning
31 in September and ending in June of each year.
32
33 D. The Board agrees that it shall be a condition of employment that all
34 potential members become and remain members of the Association or pay
35 a representation fee. The potential member has thirty (30) workdays in
36 which to execute an authorization for payroll deduction of the Association
37 dues or representation fee as established in Paragraph C.
38
39 E. If the authorization is not signed by the potential member at the close of
40 the thirty (30) work day period, the Board agrees that the services of said
41 potential member shall be terminated at the end of the school year,
42 provided that the Association submits a written request for said
43 termination to the Board. The potential member shall be notified of the
44 termination of services immediately after the receipt of the Association's
45 request.

- 1 F. In the event that the Board, acting on the request of the Association,
2 discharges or attempts to discharge a potential member for failure to
3 comply with these provisions, the Association agrees to indemnify and
4 hold the Board harmless from any and all claims, damages, demands,
5 costs, suits, judgments, or any other liability which may result from such
6 action. If it is necessary for the Board to defend its position and to engage
7 legal counsel and to incur other expenses in so doing, the Association
8 agrees to pay any and all expenses so incurred by the Board.
9

10 ARTICLE V
11 MEMBERS' HOURS
12

- 13 A. The Board recognizes the principle of a standard 40-hour workweek and
14 will, so far as possible, set work schedules and make professional
15 assignments that can be reasonably completed within such standard
16 workweek. The Board will not require members regularly to work in
17 excess of such standard workweek within or outside of any school
18 building.
19

- 20 B. The working day for all positions shall be so scheduled that not more than
21 thirty-five (35) hours per week shall be assigned to be within the
22 classroom and/or adjacent playgrounds or corridors. At least five (5) of
23 these hours shall be arranged free of student supervision, so that the
24 member will be able to confer with students, prepare classroom activities,
25 make optimum preparation of items to be used in classroom and other
26 related activities.
27

28 Except in an emergency, a classroom teacher will not be required to teach
29 children for more than six (6) hours twenty (20) minutes per day or thirty-
30 one (31) hours and forty (40) minutes for the week.
31

- 32 C. An additional five (5) hours of preparation, planning lessons, conferring
33 with parents or community personnel, evaluating pupil responses,
34 researching desirable teaching items, and conferring with students will be
35 expected of the member to be done at the times and places of optimum
36 efficiency, not necessarily in the school. Principals and supervising
37 personnel will be responsible for advising and instructing members in
38 order to use this time most effectively and efficiently. This will include
39 any extra-curricular responsibilities assigned to and accepted by the
40 member for which he/she is not otherwise compensated.
41

- 42 D. Recognizing the principle of the seven (7) hour work day, the
43 administration agrees to provide a daily thirty (30) minute duty-free,
44 uninterrupted preparation period for all elementary teachers.
45

- 1 E. When elementary members are required to administer and correct
2 standardized tests, one-half day will be made available free of all other
3 teaching and supervisory duties. This day will be scheduled within two
4 (2) weeks of the prescribed testing period.
5
- 6 F. All certificated non-teaching members will be assigned appropriate
7 starting and dismissal times so their normal workday will be equivalent to
8 a classroom member.
9
10
- 11 G. All members shall be entitled to a duty-free lunch period of at least thirty
12 (30) minutes, unless extenuating circumstances arise where this is
13 impossible.
14
- 15 H. The member has the responsibility for all students assigned to him/her
16 during the full length of the working day. Teaching shall include the
17 duties of instruction, guidance, discipline, safety, hygiene, and care of the
18 students in addition to duties specified by the Administration or by
19 direction of the Board. The members' duties to the student are not
20 confined to the classroom but extend to the corridors, the restrooms,
21 playgrounds, or to school trips as well as to any place where the member
22 is in charge of pupils.
23
- 24 I. All necessary and Board approved activities which require more than the
25 usual amount of time, effort, skill, or responsibility shall be subject to
26 negotiation and compensated for above the base salaries as stated in
27 Appendix C.
28
- 29 J. Elementary teachers shall be granted one-half (1/2) day each semester as
30 preparation time for parent-teacher conferences.
31
- 32 K. The Association will use its best efforts to assist the administration
33 whenever necessary in filling extra-curricular assignments.
34
- 35 L. The Board agrees not to schedule collective bargaining sessions or
36 grievance proceedings during hours when classes are in session. For those
37 sessions scheduled by an outside agency in which both parties must
38 participate, those teachers required to participate shall not suffer loss of
39 pay or benefits, but the Association shall pay the cost of the substitute
40 teacher. This clause shall not apply to Step One of the Grievance
41 Procedure. Exceptions to the above may be made only by mutual consent
42 of the parties.
43
44
45

ARTICLE VI
EMERGENCY SCHOOL CLOSING

1
2
3
4 A. Both parties recognize the desirability of continuous and uninterrupted
5 operation of the instructional program during the normal school year and
6 the avoidance of disputes that threaten to interfere with such operations.
7 The Association agrees that it will not, during the period of this
8 Agreement, directly or indirectly, engage in or assist in any strike, as
9 defined by Section 1 of the Employees Relations Act, nor will the
10 Association, during the term of this Agreement, make sanctions.

11
12 B. The Board agrees that it will not, during the period of this Agreement,
13 directly or indirectly, engage in or assist in any unfair labor practice as
14 defined by Section 10 of the Public Employment Relations Act.

15
16 C. If, at any time during the life of this Agreement, it becomes lawful to
17 count as days of pupil instruction, days when pupil instruction is not
18 provided due to conditions not within the control of school authorities
19 such as due to severe storms, fires, epidemics or health conditions, it is
20 agreed that the following school closing provision shall become
21 immediately effective:

22
23 When weather, an act of God, or an employer directive forces the closing
24 of a school, teachers shall be excused from reporting to duty without loss
25 of pay. If it is necessary to require the scheduling of additional days of
26 student instruction to meet the 180-day requirements, the Administration
27 will meet with the Association to develop a mutually agreeable revised
28 calendar. If the parties cannot agree on a revised calendar, make-up days
29 will be added to the end of the school year. Low student attendance could
30 prevent the district from counting a student day toward the 180-day
31 requirement. In this event, if make-up days are scheduled for days that
32 school was in session, bargaining unit members will be paid for make-up
33 days at their per diem rate.

34
35 To the extent that any other provision of the collective bargaining
36 agreement, such as the school closing provision, school calendar or the
37 like, shall be inconsistent with the foregoing, such provisions shall be null
38 and void as to the extent of the inconsistency.

39
40 D. When an individual school building is closed, those members will not
41 have to report.

ARTICLE VII
TEACHING LOADS AND ASSIGNMENTS

A. The normal weekly teaching load to which a member is assigned shall conform with generally accepted professional standards for the level of teaching, the area of teaching, and the facilities available to the public schools for the support of education. In general, it is the responsibility of the administration, through the building principal, to assign members not only to work loads but to types of assignments for which they are best qualified and can most reasonably handle. This will vary with types of teaching methods employed in the buildings concerned. Consideration will be given to the amount of work required in correcting, assigning, planning, preparing lessons, number of preparations, and facilities available for presentations. Efforts will be made by administration to provide consistency in assignments of preparations in middle school and high school.

B. Maximum class responsibilities shall be as follows:

Class size in the elementary grades shall be determined in the following manner:

Elementary Class Sizes

Jr. Kindergarten	19 Maximum	2-3	27 Maximum
Combinations	24 Maximum	4-5	28 Maximum
K - 1	26 Maximum		

Overload Language:

In cases of emergency, as determined by the Superintendent, after the Fall Count, the class sizes as stated in Section B, may be exceeded by one (1) student.

At the elementary level, Art, Music, and Physical Education teachers will not be required to teach in excess of the time required for regular elementary classroom teachers. Time to change classes and assignment is included within teaching time.

Mainstreamed special education children, exclusive of students who receive only speech services, will be divided between the appropriate level classrooms instead of being placed in one room unless that is all that is available.

C. A member who feels that his/her class size, which may be less than above limits, demonstrably affects his/her ability to effectively teach may request action from the Class Size Committee. Requests for action shall follow this procedure: The member shall make the building principal aware of the fact, in writing, that said member has a problem because of

1 class size. If the principal does not or cannot solve the problem, the
2 member or the Association may request action of the Class Size
3 Committee. The Association may not file a request without the consent of
4 the individual teacher.

- 5
6 D. Within five (5) days of the date that the above determined class sizes are
7 exceeded, the affected teacher along with a Building Representative may
8 contact the appropriate principal or immediate supervisor to consider
9 alternatives. If no mutually satisfactory solution is found within three
10 school days, the teacher may appeal to the Class Size Committee.

11
12 The Class Size Committee is to be made up of two (2) administrators
13 chosen by the Administration and two (2) members chosen by the
14 Executive Board of the Sault Education Association. There shall be
15 separate elementary and secondary committees. The Class Size
16 Committee shall meet within five (5) school days to determine how to
17 alleviate this situation.

- 18
19 E. The responsibility to convene the committee rests with the principal. All
20 individual decisions made by the committee as to the class size are to be
21 binding and implemented within a week of said decision, unless waived
22 by mutual consent of the SEA Board and the Administration. The
23 committee must reach a decision within two (2) weeks from the first date
24 the committee is convened.

- 25
26 F. In order to encourage innovation and/or to improve the educational
27 process, any building or level may change the teaching day, or parts of it,
28 hours of instruction, or class size, by mutual agreement between the Board
29 and the Association.

- 30
31 G. Middle School (where students change classes). In addition to the five
32 period class load, members may also be assigned homerooms, or special
33 programs and activity periods. The academic type teaching load is 150
34 students per member, per day. The number of teaching stations for the
35 particular class determines other curricular class sizes.

- 36
37 H. In the Middle School and High School where students change classes each
38 period, the teaching load shall be -

39
40 General Classroom: 150 students per day, thirty (30) students per class.
41 An overload of two (2) students in three (3) of five (5) classes daily is
42 acceptable but in no instance will 150 be exceeded.

43
44 Music: 200 students daily; class size to be determined by the activity.
45

1 Physical Education: Thirty-eight (38) students per class period.

2
3 Malcolm High School - The regular school day shall be equal length to
4 that of other high school students.

5
6 If general teaching/scheduling format is changed for the High School,
7 Middle School or Malcolm School either by administration or the District
8 School Improvement Committee, building level School Improvement
9 Committees, or Board of Education, negotiation will be reopened for items
10 G and H pages 11 and 12 to discuss wages, hours and working conditions
11 under the revised format.

12
13 I. In classrooms such as shops and laboratories where teaching stations are a
14 limiting factor, it is agreed that the number of students will be consistent
15 with the number of teaching stations.

16
17 J. The above stated class size limits must be achieved no later than four (4)
18 weeks after the opening of school, and start of the second semester.
19 Administration will attempt to correct overloads before that time, in order
20 to prevent disruption in the educational process for students.

21
22 K. A class size count will be given to the Association within three (3)
23 working days of each official count day upon written request.

24
25 L. Administration will assure that attendance reporting procedures are
26 similar and uniform in all buildings.

27
28 M. Should an area of a specific member's competence be closed, a member
29 may be assigned temporarily to an area outside his/her competence if
30 temporary certification can be arranged. It is the responsibility of the
31 member to secure, with the cooperation and the assistance of the
32 Administration, added certification requirements necessary for this new
33 assignment, in order to maintain that position. Should that member's area
34 of competence be reopened, he/she will be given first consideration for
35 transfer back to his/her area of competence.

36
37 N. Should an area of instruction be reduced in member requirement,
38 Administration action shall be taken only after consultation and an
39 advisory recommendation by the Association if there is any question as to
40 which member shall be transferred or dismissed.

41
42 O. Members who will be affected by a change in grade assignment and/or
43 who will be affected by a change in subject assignments will be notified
44 and consulted as soon as is practical when such change is known to

1 Administration in advance. To the extent possible, such changes will be
2 voluntary.

3
4 P. The District may facilitate teachers in becoming highly qualified through
5 reasonable accommodations to the teacher including fees in the subject
6 area to which they are assigned (once per subject area). Teachers who
7 become or are not qualified under ESEA will be subject to the following
8 provisions:

- 9
10 1. The teacher may assume any vacancy for which she/he is
11 qualified.
12 2. If there is no vacancy the teacher will be laid off in accordance
13 with the provisions of Article X.
14

15 Q. For the purpose of this agreement it is understood that qualified shall be
16 considered to be highly qualified as defined by the No Child Left Behind
17 Act/ESEA.
18

19 R. The counselors will work ten (10) extra days in addition to the regular
20 contracted school year. The purpose for these extra days is to allow them
21 to complete the necessary tasks related to year-end, summer school and
22 the scheduling for the start of the new school year.
23

24 They will be paid for seven (7) extra days at their individual daily rate and
25 will receive three (3) extra personal days. These three (3) additional
26 personal days will not be deducted from their sick days.
27

28 It is agreed that the use of these three (3) additional personal days will be
29 managed by the counselors individually in a way that will cause the least
30 disruption to their school building and still allow for the completion of the
31 scheduling requirements of the district.
32

33 The ten (10) extra days will be five (5) in August and five (5) in June,
34 unless other arrangements are made with their building principal.
35

36 ARTICLE VIII
37 WORKING CONDITIONS
38

39 In addition to teaching conditions already covered under Member Rights, the
40 following subjects are recognized:
41

42 A. A member shall not be required to drive a school bus as part of his/her
43 regular assignment.
44

- 1 B. No member shall be required to chaperone any activity, which takes place
2 after the close of the school day. This includes dances, student carnivals,
3 parties, and activities of a similar nature.
4
- 5 1. The Board states that the principals will work out a plan providing
6 for the proper chaperoning of such activities based upon student
7 help, parent help, and freely volunteering members.
8
- 9 2. This section relates only to social activities. It is expected that
10 members will participate in all professional activities, which
11 enhance the individual member, the profession, and the school.
12
- 13 C. The Board shall make available in each school adequate restrooms and
14 lavatory facilities exclusively for member use. A room shall be
15 appropriately furnished and shall be reserved for use as a faculty lounge.
16
- 17 D. Telephone facilities shall be made available to the members for their
18 reasonable use with respect to school business. Personal use of telephones
19 will be confined to emergency or unusual needs that could not normally
20 be expedited on off-hour time. Members will not make toll telephone calls
21 of a personal nature on school phones, unless expressly permitted by the
22 principal of the building. Members shall reimburse the District for all
23 personal long-distance phone calls.
24
- 25 E. The Board agrees to make available in each school adequate computer and
26 duplicating facilities to aid members in the preparation of instructional
27 materials.
28
- 29 F. Adequate off-street parking facilities shall be made available to members
30 for their use.
31
- 32 G. Elementary teachers shall use for preparation time the time when their
33 classes are receiving instruction from specialists. The Board will hire
34 substitutes, if available, whenever the special teacher is absent. If an art,
35 music, physical education or substitute teacher is not available, the
36 teachers scheduled for that day will be notified as soon as possible and
37 compensated at the hourly rate as defined for internal subbing (Appendix
38 C.).
39
- 40 H. All classroom members will be supplied with a plan book in which they
41 will keep a lesson plan for at least two (2) days in advance. Such plans
42 must be available in the building.
43

- 1 I. In the event a classroom member is absent, he/she shall have lesson plans
2 available for the substitute. If the absence lasts five (5) days or more, the
3 Administration shall assist the substitute in the planning process.
4
- 5 J. Standardized Tests - The Board agrees that when standardized tests are
6 administered, such test scores are to be used for the evaluation of
7 curriculum selections of course material, and for mass evaluation of
8 programs. The Board agrees that release of individual test scores will not
9 occur with standardized test results under the jurisdiction of the Board.
10
- 11 K. Student Teachers - The Board endorses the training of student teachers.
12 The acceptance of student teachers is at the option of the supervising
13 member. The stipend or honorarium paid by the college for such service
14 shall be advanced in full to the member.
15
- 16 L. Safety Equipment - The Board of Education shall provide without cost, the
17 necessary safety equipment to those members working in designated
18 areas. Adequate and approved safety equipment shall include, but not
19 limited to, goggles, barriers, hard-hats, auditory protection devices, and
20 safety shoes and glasses, as required by MIOSHA.
21

22 ARTICLE IX
23 VACANCIES AND TRANSFERS
24

- 25 A. Definition - A vacancy is any opening for a position requiring a teaching
26 certificate that is created by a resignation, dismissal, or retirement of the
27 member holding the position, or a new position established by the Board.
28
- 29
- 30 B. A list of all teaching vacancies in the District will be available for teachers
31 in the Personnel Office. The Board shall publish all vacancies by posting
32 in each school and notifying each building representative, as well as email
33 notification to all members. Those teachers on layoff shall be notified by
34 certified mail or verified e-mail. (An e-mail address shall be tested and
35 found working within one month of the start of the bidding process.)
36
- 37 C. No posting of positions for the next school year will take place until
38 Kindergarten roundup has been held. Any vacancy that occurs after the
39 end of the previous school year will be posted by the 3rd week of April,
40 providing Kindergarten roundup has been held by that time.
41 Applications for these vacancies will be accepted for five (5) working days
42 after posting, with appointments made within three (3) working days after
43 the deadline.
44

1 In order to fill vacancies, a bid meeting shall be held within 10 days after
2 the completion of the second round of bids. Notifications of bid meeting
3 and the vacancies will be sent to members at least five (5) school days in
4 advance. Teachers wishing to bid on vacancies must be present at the bid
5 meeting or have an authorized proxy (in writing) to bid in their absence.
6

7 Any vacancy that occurs between the bid meeting and the last day of
8 school will be posted within four (4) days, in successive rounds of posting
9 and bidding. Applications for these vacancies will be accepted for two (2)
10 working days after posting, with appointments made within two (2)
11 working days after the deadline.
12

13 Any vacancy not applied for and filled by the appointment deadline may
14 be filled by a new hire.
15

16 The above dates may be adjusted by mutual agreement.
17

18 D. A teacher who is to be mandatorily transferred will be notified by a
19 written statement not later than fourteen (14) calendar days prior to the
20 effective date of the transfer, stating reason(s) for the transfer. In the event
21 school is not in session, this notification will be sent by registered or
22 certified mail. Such notification shall also be provided to the Association.
23

24 E. Changes in enrollment that occur after school starts and which are not
25 predictable may necessitate building transfers and changes of assignments
26 from the original assignment. The Association and the member will be
27 consulted and informed in writing as soon as possible before such changes
28 are made. Seniority rights already accumulated and earned will be
29 recognized for reassignment.
30

31 F. Transfer provisions will not be for punitive or disciplinary purposes.
32

33 G. Unrequested transfers of members are to be minimized and, if possible,
34 wholly eliminated.
35

36 H. The administration has the right to make transfers at any time in
37 accordance with Article IX.
38

39 ARTICLE X
40 REDUCTION IN PERSONNEL
41

42 A. It is hereby specifically recognized that the Board has the right, when it is
43 necessary, to reduce the educational program, curriculum, and staff; and
44 that the procedures set forth in this policy shall be used in laying off

1 personnel, subject to those limitations expressly set forth in the Master
2 Agreement between the Board and Association.

- 3
4 B. Reduction in Personnel - In order to promote an orderly reduction in
5 personnel when the education program, curriculum, and staff is curtailed,
6 layoff shall proceed on the basis of inverse seniority; i.e., those with the
7 least seniority are to be laid off first.

8
9 A member who is laid off pursuant to this policy, has the right to be
10 placed in a teaching position for which he/she is certified and qualified to
11 fill and which is occupied by a member with less seniority.

- 12
13 1. When a combination classroom is eliminated and two separate
14 grades are created, the member teaching that classroom will move
15 into either grade of that combination or into a single classroom if
16 only one is created.
17
18 2. When a combination classroom is created, the more senior teacher
19 will be offered the option of filling the position. If the senior
20 teacher declines the position, the less senior teacher will be placed
21 in the position.
22
23 3. When a position is eliminated in any building, the teacher shall
24 displace the teacher with the least seniority in that building for
25 which they are certified and qualified. If they are the least senior
26 member in their building, they shall displace the member with the
27 least seniority in the district, in the teaching area they are certified
28 and qualified to teach.
29
30 4. Certification on file in the Director of Personnel's office as of June
31 1st will be used in job placements for the next year's school
32 assignment.
33

34
35 C. Seniority

- 36
37 1. Certified members within the school district. For the purpose of this
38 policy, "seniority" is defined to mean the amount of time an individual
39 is continuously employed as a certificated member within the school
40 district.
41
42 a. The Board shall prepare a seniority list and distribute to all
43 members by October 31st of each year.
44

1 b. Seniority shall be calculated by determining the length of
2 continuous employment as a member of the bargaining unit.
3 Members who choose to work part-time shall accrue
4 seniority as follows: Those who are employed full-time or
5 more than one-half time shall earn a full year of seniority for
6 each year worked. Those who work half-time or less than
7 half-time shall earn one-half year of seniority. This policy
8 shall be implemented beginning the 2008-2009 school year.
9

10 1). Former members currently employed as
11 administrators in the district shall retain full seniority
12 rights earned as members of the Sault Education
13 Association for a period of three (3) years. Such
14 persons shall be indicated as frozen on the seniority
15 list. After three years in administration in this
16 district, they shall be removed from the seniority list.
17 The first year of the three year period shall be no
18 earlier than 2007-2008. Any member leaving SEA to
19 become members of administration in this district,
20 after the implementation of this contract, shall have
21 their three year period begin at the time they leave
22 the Sault Education Association.
23

24 c. Seniority shall begin with the date of issuance of the
25 individual teacher contract.
26

27 d. Where years of service and starting dates are identical,
28 seniority list placement shall be determined by a drawing of
29 lots prior to 1996-97 bid process. Subsequent ties shall be
30 broken at the time they are created in the same fashion.
31

32 e. All seniority is lost when employment with the district is
33 severed by resignation, retirement, or discharge for cause.
34

35 f. When on approved leave, seniority will be granted and
36 accumulates only for the duration of the initial leave.
37 Extensions to leaves will not earn seniority, but the member
38 will retain all previously earned seniority.
39

40 2. It is agreed by the undersigned that "partial" is to be interpreted as
41 anyone who had full-time employment and has been reduced to
42 working for less than full-time due to reductions made in
43 programs.
44

1 3. All persons reduced from full-time employment due to reduction
2 in force will be placed on the layoff list. Members on this list will
3 be recalled in accordance with Article X, Section D, of the Master
4 Agreement whenever a position becomes available.
5

6 D. Recall - In the event of layoff (total or partial) the Administration will
7 establish a recall list by October 15th. The list will be provided to the
8 Association. Individuals laid off will remain on the recall list and be
9 eligible for recall as determined by seniority and certification until all
10 members have been recalled or the individual requests his/her name be
11 removed from the list.
12

13 E. Members to be recalled will be notified by certified mail. The member
14 must respond within seven (7) calendar days of receipt of notice of recall
15 and must report for recall at a time mutually acceptable to the
16 Superintendent and the member. Members who fail to respond will be
17 considered to have resigned.
18

19 F. Laid off members shall be recalled in inverse order of layoff provided the
20 member is certified and qualified for the vacancy. Should a laid off
21 teacher be assigned to such position and refuse it, the Board is not
22 required to offer any other position, and the teacher has voluntarily
23 terminated.
24

25 G. For purposes of recall, a position shall be declared vacant and the recall
26 list adhered to when the vacancy shall extend for at least fourteen (14)
27 weeks. The member being recalled must accept the position within seven
28 (7) calendar days or lose his/her position on the recall list. This will be
29 classified as a regular position with the member's full salary, benefits, and
30 privileges reinstated.
31

32 H. Refusal of an offer for less than a full-time position shall not constitute
33 grounds for removal from the recall list.
34

35 I. Recalled members shall be entitled to all previously accumulated benefits.
36

37 J. Those members who have been working part-time by choice are not
38 eligible for a full-time position during the contractual year but may
39 request full-time employment for the following year. Upon receipt of this
40 request the member will be placed according to seniority and
41 qualifications.
42

43 K. All members on layoff will be placed on the substitute teacher list at their
44 request.
45

1 L. All members on layoff will be removed from the layoff/recall list after a
2 period of two (2) calendar years unless they opt to be reinstated to the
3 recall list for additional two (2) year intervals. Reinstatement shall require
4 the member to notify the personnel office no earlier than sixty (60) days
5 nor later than thirty (30) days from the expiration of their last layoff/recall
6 date of their intent to remain on the list for another two (2) year time
7 period. The member shall be responsible to notify the Sault Area Public
8 Schools Personnel Office of:

- 9
- 10 1. Intent to be considered for recall.
 - 11 2. Any new additions, deletions or other changes in their
12 certification.
 - 13 3. Their present address and telephone number.
- 14

15 The two (2) year time periods may be extended by the member an
16 unlimited number of times.

17

18 ARTICLE XI
19 TEACHER EVALUATION

20

- 21 A. The first purpose of an evaluation is to improve instruction. The second
22 purpose of evaluation is to fulfill the obligations of the Board of Education
23 under the Teacher Tenure Act.
- 24
- 25 B. The immediate supervisor or a designated administrator shall have the
26 final responsibility for evaluating the staff members directly responsible to
27 him/her. The immediate supervisor shall be the administrator designated
28 by the Superintendent. The administrator responsible for the evaluation
29 may use department chairpersons or other administrators on a voluntary
30 basis in the evaluation process. The evaluatee shall be informed of this
31 assistance when it is used.
- 32
- 33 C. The role of the evaluator is to provide the evaluatee with support and
34 assistance to:
- 35
- 36 1. Identify and reinforce areas of competence and strength,
 - 37 2. Identify areas of needed growth,
 - 38 3. Set goals and (as needed) to provide the teacher with an
39 individualized development plan in consultation with the teacher
40 as provided by the Teacher Tenure Act,
 - 41 4. Make suggestions for improvement.
- 42
- 43 D. The role of the evaluatee is to collect and review performance related
44 information from all relevant sources and to seek continued improvement
45 in performance.

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- E. The records made in carrying out teacher evaluation will be maintained at the building level except for final evaluation reports. Copies of these records will be provided the evaluatee on written request within a reasonable amount of time.
- F. The evaluation will be based on the three components as outlined in subsections G., H., I.
- G. The assessment of teacher performance will be based on formal and informal classroom observations. There shall be a minimum of two formal classroom observations during each evaluation year. Each formal classroom observation will be followed by a conference and a written summary.
- H. The assessment of progress toward predetermined goals will be summarized and/or an assessment of the teacher's progress in meeting the goals of his/her individualized development (Appendix I) plan will be made by the evaluator in the final evaluation report (Appendix G and H).
- I. The self-assessment of feedback information is for the benefit of the evaluatee and evaluator. The evaluatee shall review the feedback information with the evaluator, furnish him/her with documentation as to the method used to gather feedback, a copy of the instrument(s) used in the feedback process, and a written summary of the results. The evaluator will complete the final self-assessment evaluation report for the personnel file after reviewing any feedback materials provided by the evaluatee.
- J. The Final Evaluation Summary will include a summary (Appendix G and H) of the three components as listed on the Final Teacher Evaluation Summary page.
- K. Probationary teachers shall be evaluated each year of their probation and the probationary teacher will be provided with an individualized development plan as developed by the evaluator in consultation with the individual probationary teacher. Each probationary teacher will be provided with an annual year-end performance evaluation. The annual year-end performance evaluation shall be based on (but is not limited to) at least two classroom observations held at least sixty calendar days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the evaluatee and the evaluator. The year-end performance evaluation shall include an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.

1 L. After having obtained tenure as a teacher, the teacher shall be evaluated at
2 least once during each three years of employment. Tenure teacher
3 evaluations shall require not less than two classroom observations.
4

5 M. The evaluators will strive to adhere to the following procedures and time
6 lines in the evaluation process.
7
8
9

10 1. September 30:

11 Teachers shall be notified in writing whenever their period of
12 formal evaluation is to begin. The evaluator will provide a general
13 orientation of the evaluation plan to those teachers scheduled for
14 evaluation. This orientation will explain the basis for the
15 evaluation and the procedures to be followed in the appraisal
16 process. The above orientation will be completed by the end of
17 September. This may be accomplished with a scheduled district-
18 wide meeting or individual building meetings.
19

20 2. November 15:

21 An individual preliminary conference will be held between the
22 evaluator and the evaluatee prior to November 15. At this
23 conference the evaluator will review the process and the steps to be
24 used during the evaluation period. During this preliminary
25 conference, there shall be a discussion of individual goals for the
26 year and/or the teacher's individualized development plan, as well
27 as a discussion of the possible approaches for self-evaluation
28 through feedback.
29

30 3. Prior to the end of the first semester:

31 There shall be at least one formal classroom observation prior to the
32 end of the first semester. Post formal classroom observation
33 conference shall be scheduled within ten (10) workdays of the
34 observation. Discussion of classroom observation and goals (as
35 well as the method for assessing attainment) will be finalized with
36 the evaluatee for the year. The teacher's progress in meeting the
37 guidelines of an individualized development plan will be discussed
38 with the evaluatee. In the event that goals have not been finalized,
39 as well as the method for assessing attainment, and/or a self-
40 assessment process finalized, the evaluator shall develop those
41 goals and methods of assessment and design a self-assessment
42 process in consultation with the teacher.
43
44
45

- 1 4. Prior to March 15 - Probationary Teachers:
2 For probationary teachers, a final classroom observation and post
3 conference (Appendix G and H) shall be held prior to March 15th,
4 with the final report for probationary teachers due in the Personnel
5 Office by April 1st.
6
7
- 8 5. Prior to the last day of school - Tenured Teachers:
9 For tenured teachers, the final formal evaluation and post
10 conference shall be completed no later than June 1st.
11
- 12 6. Final written reports shall be forwarded to the Personnel Office by
13 the last day of the school year.
14
- 15 7. The evaluatee shall receive a copy of the final written evaluation
16 report after having signed the report in the presence of the
17 evaluator. The evaluatee's signature shall indicate he/she has read
18 and is familiar with the evaluator's report, but the signature does
19 not necessarily imply agreement with the final evaluation report.
20
- 21 8. If a tenure teacher receives a less than satisfactory performance
22 evaluation, the evaluator shall provide the teacher with an
23 individualized development plan in consultation with the
24 individual teacher.
25
- 26 N. Each evaluatee shall be provided for his/her personal file, a complete
27 copy of any written evaluation report after being signed by the evaluator
28 and that is submitted by the evaluator to the Central Staff Administrator.
29 The evaluatee shall be provided a copy of any written summary made as a
30 result of the evaluation conferences.
31
- 32 O. If a disagreement exists between the evaluator and the evaluatee, the
33 evaluatee may submit a written response within ten (10) workdays of the
34 conference or submission of any reports. The evaluatee's response shall be
35 attached to the evaluator's report to which the evaluatee objects. In
36 addition, the evaluatee may request a conference with the Superintendent
37 or a Central Staff Administrator designee.
38
- 39 P. In those cases where a tenure teacher has received less than a satisfactory
40 performance evaluation, the evaluator will provide the tenure teacher
41 with an individualized development plan in consultation with the teacher.
42
- 43 1. The teacher shall be given a reasonable amount of time in which to
44 meet the goals of his or her individualized development plan.
45

- 1 2. At the request of the evaluatee, the evaluator will assist the
2 evaluatee in identifying or acquiring resources that may be helpful
3 in meeting the requirements of the individualized development
4 plan. Resources may include printed materials, staff members with
5 expertise in the area of identified problems or concern, etc.
6
- 7 3. In the event a recommendation for dismissal of a tenure teacher is
8 made (based on teacher evaluation), the final evaluation report is to
9 be submitted to the Personnel Office no later than April 20.
10
- 11 4. The evaluatee will have ten (10) workdays in which to respond to
12 the final evaluation report.
13
- 14 5. A copy of the final evaluation report shall become part of the
15 evaluatee's central office personnel file. The report shall contain
16 the signature of the evaluator and the signature of the evaluatee.
17 The evaluatee's signature shall indicate she/he has read and is
18 familiar with the evaluator's report, but the signature does not
19 necessarily imply agreement with the final evaluation report.
20

21 ARTICLE XII
22 PROTECTION OF MEMBERS
23

- 24 A. The parties recognize their mutual responsibility for the maintenance of
25 control and discipline in the classroom. Whenever it appears to the
26 member or Administration that a particular pupil requires special
27 attention which cannot be provided in the classroom, or whenever it
28 appears to the member that the presence of a particular student in the
29 class will interrupt the balance of the class, the member will seek relief,
30 through the principal, from responsibilities with respect to said pupil.
31
- 32 B. A member may send a pupil to the principal from a class when the
33 continued presence of the student in the classroom becomes intolerable.
34 In such cases, the member will immediately furnish the principal full
35 particulars of the incident in writing. In the case of a minor offense, the
36 pupil shall not be returned to the class until the principal provides a
37 written notice. In the event of a repetition of the offense, or if the nature
38 of the violation is obscenely gross, the pupil shall not be returned until
39 after consultation between the principal and the member.
40
- 41 C. Any case of assault upon a member shall be promptly reported to the
42 building principal. The Board will render all reasonable assistance to the
43 member in connection with handling of the incident by law enforcement
44 and judicial authorities. Time lost by a member in connection with any

1 incident mentioned in this Article shall not be charged against the
2 member.

3
4 D. The use of corporal punishment and force to restrain students shall
5 comply with the provisions of the School Code of the State of Michigan,
6 and with paragraphs 3.5, 3.6, and 3.7 of the policies of the Board of
7 Education effective March 1975. A member may use such force as is
8 necessary to protect himself/herself, another member, or administrator, or
9 student, or property from attack, physical abuse, or injury as specified in
10 Board Policy.

11
12 E. A copy of the Board policy covering Student Rights and Responsibilities
13 will be posted in each building at the beginning of the school year.

14
15 F. The Board agrees to reimburse members for loss or damage to eyeglasses
16 or personal clothing incurred as a result of enforcing this student
17 discipline policy, as long as the loss is confirmed by the building principal
18 and occurs during regular school hours or while the member is
19 performing assigned extracurricular activities.

20
21 G. No action shall be taken on any complaint brought against a member
22 unless the complaint is presented promptly in writing and signed by the
23 complainant.

24
25 H. As a general practice, when a general education classroom includes a
26 Special Education student whose handicapping conditions include the
27 necessity of regular or routine medical procedures or assistance with
28 regular hygiene, the general education teacher will not be required to
29 provide these services. In such cases the district will make arrangements
30 for such services.

31
32 Nothing contained herein shall limit or define the teacher's responsibility
33 in a medical or personal hygiene emergency. It is understood that a
34 general education teacher may be required to receive the necessary
35 training, at the district's expense.

36
37 ARTICLE XIII
38 PROFESSIONAL RESPONSIBILITIES

39
40 A. Members are expected to comply with reasonable rules, regulations and
41 directions from time to time adopted by the Board or its representatives,
42 which are consistent with the provisions of this Agreement, provided that
43 a member may reasonably refuse to carry out an order which threatens
44 physical safety, well-being, or is professionally demeaning.

- 1 B. The Association recognizes that abuses of sick leave or other leaves,
2 chronic tardiness, or absence, willful deficiencies in professional
3 performance, or other violations of discipline by a member reflect
4 adversely upon the teaching profession and create undesirable conditions
5 in the school building. The Association will use its best efforts to correct
6 breaches of professional behavior by any member and in appropriate
7 cases may institute proceedings against the offending member.
8
- 9 C. A member shall at all times be entitled to have present a representative of
10 the Association when he/she is being reprimanded, warned, or
11 disciplined for any infraction of rules or delinquency in professional
12 performance. When a request for such representation is made, no action
13 shall be taken with respect to the member until such representative of the
14 Association is present. This is not to be construed to deny the
15 Administration the right of immediate suspension for cause nor is it
16 permitted to delay the reprimand or warning or disciplining beyond a
17 twenty-four (24) hour period. Such suspension shall be at full pay until
18 action by the Board for change in status.
19
- 20 D. No member shall be disciplined, reprimanded, reduced in rank or
21 compensation, or deprived of any professional advantage without just
22 cause. Any such discipline, reprimand, or reduction in rank,
23 compensation, or advantage asserted by the Board or representative
24 thereof shall be subject to the professional Grievance Procedure
25 hereinafter set forth. All information forming the basis for disciplinary
26 action will be made available to the member and to the Association if
27 requested in writing by the member.
28
- 29 E. Nothing herein is to be construed as limiting the Board and
30 Administration in its administrative rights within the school system.
31

32 ARTICLE XIV
33 PROFESSIONAL COMPENSATION
34

35 A. Military Service
36

- 37 1. Military service may be classified for salary purposes as full
38 teaching service if the member
39 a. Taught previous to entering service;
40 b. Completed Michigan requirements for practice teaching
41 previous to service;
42 c. Held a teaching certificate previous to service.
43

1 2. Nothing in this section on Military Service is to be construed as
2 denying privileges granted under this section to persons employed
3 prior to the signing date of this Agreement.
4

5 B. Non-Degree Vocationally Certificated Members shall be paid according to
6 the following schedule:
7

8 Non-Degree Schedule - Shall receive six percent (6%) less than his/her
9 step at the B.A. level.
10

11 C. Certified nurses shall be paid in accordance with the above Section B.
12

13 D. Newly hired or returning teachers accepting responsibility for seventy-
14 five (75) working days of teaching will be advanced to the next salary step
15 at the beginning of the next teaching year.
16

17 E. Credit from Other Schools - Effective September 1, 1999, up to ten (10)
18 years' credit may be given to teachers who enter Sault Ste. Marie Public
19 Schools for previous teaching or work experience, as judged by the
20 District. A major fraction of a year's experience is considered full-time.
21

22 F. Transcripts shall accompany written requests for advancements on the
23 salary schedule because of additional college credit hours from a
24 regionally accredited college. Such requests and transcripts may be
25 submitted to the personnel office at any time. Salary adjustments will be
26 effective the first day of the semester following submission of proof of
27 successful completion of college credit hours. The salary adjustment shall
28 be prorated over the remaining pay periods of the semester and adjusted
29 statements of salary shall be sent to said teacher.
30

31 A teacher who notifies the personnel office of successful completion of
32 college credit hours prior to the beginning of either semester but who has
33 not received grades or transcripts due to circumstances beyond their
34 control shall be treated as if they had when the grades and transcripts
35 arrive and are submitted to the personnel office.
36

37 G. Payroll will be by direct deposit to the local financial institution(s) of the
38 member's choosing. If the member desires to send deposits to more than
39 three (3) accounts, the member will pay any additional costs for the
40 additional deposits. The Direct Deposit will be made the workday before
41 payday if a payday falls on a holiday. The members payroll statement
42 will be issued or made available for individual pick up on or before the
43 date of payment. The Administration agrees to provide a copy of a print-
44 out to the Association by the end of each month, which will include the
45 following information for each teacher: Name and social security number,

1 SEA and MEA dues deductions for current pay, month, quarter and year-
2 to-date.

3
4 H. Members may volunteer to substitute in their major or minor areas when
5 asked, and further may be asked to substitute in non-major/minor areas if
6 no qualified classroom internal substitute is available for a given area. In
7 the event of an extreme emergency, the administrator in charge of a
8 building or program may direct a member to substitute in the case of a
9 serious injury, illness, or critical family situation. However, when a
10 substitute is needed for one-half day or more, every effort will be made to
11 obtain an external substitute. Internal subbing will be paid for at the rate
12 of \$.001 of the base salary per class period.

13
14 I. Sixth Hour Salary - A member in the secondary schools who is required to
15 teach an additional period beyond the normal assignment shall be paid
16 sixteen percent (16%) of his/her normal base salary.

17
18 J. The Administration will indicate on the check stub the member's sick
19 leave accrual and use during the pay period, and the current balance.

20
21 K. Special Education teachers working an extended school year will be paid
22 per diem of their current salary.

23
24 L. Insurance Benefits - The following insurance benefits are made available
25 by the Board to the members:

26
27 1. The Board shall provide, without cost to the employee for a full
28 twelve-month period for the employee's entire family, the
29 following MESSA PAK PROGRAM. When appropriate, MESSA
30 CARE and Medicare premiums will be paid on behalf of eligible
31 employees, spouses or dependents.

32
33 A. Employees electing health insurance shall receive the
34 benefits listed in Plan A.

35
36 PLAN A:

37 Choices II 10/20 Drug card effective 7/1/09
38 Long Term Disability 66 2/3%
39 \$5,000 maximum
40 90 calendar days - modified fill
41 Freeze on offsets
42 Alcoholism/drug addiction 2 year
43 Mental/nervous 2 year
44
45 Delta Dental Auto+008 (100:90/90/90:\$1,500) with Adult ortho

1 Delta Dental Class I, II, III annual maximum
2 \$1,500

3
4 Negotiated Life \$50,000 AD &D

5
6 Vision VSP-3+

7
8 B. Employees not electing health insurance shall receive the
9 benefits listed in Plan B:

10
11 PLAN B:

12 Long Term Disability 66 2/3%
13 \$5,000 maximum
14 90 calendar days.- modified fill
15 Freeze on offsets
16 Alcoholism/drug addiction 2 year
17 Mental/nervous 2 year

18 Delta Dental Auto+008 (100:90/90/90: \$1,500) with Adult ortho
19 Delta Dental Class I, II, III annual maximum
20 \$1,500

21
22 Negotiated Life \$50,000 AD &D

23
24 Vision VSP-3+

- 25
26 2. Where applicable internal and external coordination of benefits
27 (COB) will be included for all bargaining unit members and their
28 eligible dependents as defined by MESSA.
29
30 3. The Board agrees to establish a qualified Section 125 Cafeteria Plan,
31 and, upon application by employees not taking health insurance,
32 agrees to pay an amount equal to the single subscriber premium for
33 Choices II health insurance as salary in lieu of health insurance.
34 The amount of the cash payment received may be applied by the
35 bargaining unit member to a Tax-Deferred Annuity or other
36 variable option. To elect a Tax-Deferred Annuity or other variable
37 option, the bargaining unit member shall enter into a salary
38 reduction agreement. An open enrollment period shall be
39 provided whenever premium subsidy amounts change for the
40 group.
41
42 4. In the event the said options become taxable, the Board shall not be
43 liable for said taxes.
44
45 5. Cap for District payments on Insurance Benefit

1 Employees shall pay a co-pay toward the cost of the insurance to
2 make up any amount above the district cap. This employee co-pay
3 shall be annualized and paid over the first 20 pay periods of the
4 school year.

5
6 08-09 The district cap for Plan A is \$1,258 per month & for Plan B
7 is \$639 per month (insurance & salary in lieu). Teacher co-pay (20
8 pays) for Plan A is \$118.71 and for Plan B is \$60.79.

9
10 09-10 The district cap for insurance will pick up the annual
11 increase after switching to the \$10/\$20 drug plan. The savings
12 from switching to the \$10/\$20 drug plan will be used to reduce the
13 teacher co-pay. Teacher co-pay (20 pays) for Plan A is \$42.24 and
14 for Plan B is \$52.91.

15
16 10-11 The district cap for insurance will pick up half the increase in
17 costs for Plan A & half the increase in costs for Plan B (insurance &
18 salary in lieu). This district cap amount for 1010-11 shall become
19 the hard dollar cap of the contract going forward. The members'
20 co-pay will be the 09-10 co-pay amount plus half the increase in the
21 cost for 10-11.

22
23 The union reserves the right to modify the insurance coverage or change
24 carriers subject to the insurance caps listed above. Any changes in the
25 insurance coverage/cost that results in savings will be 100% applied to the
26 teachers co-pay effective the month the change is implemented.

27
28 M. Those individuals employed from September through June shall have all
29 contractual insurance benefits paid through August for a period of twelve
30 (12) months. Individuals under contract for less than a full year shall have
31 their insurance premiums paid by the Board on a pro-rated basis for that
32 period of the contractual year actually worked.

33
34 N. Those who terminate their employment prior to the end of the school year
35 shall have benefits terminated at the end of the last month worked.

36
37 Upon retirement, all benefits shall be terminated at the end of the month
38 retired.

39
40 O. An employee working less than half time shall not be eligible for any
41 fringe benefits. Half time means employed a minimum of three (3) hours
42 per day in a regular day program.

43

1 P. The salary of members leaving prior to the end of the school year will be
2 prorated on a daily basis for the actual number of days in the contract for
3 that year.

4
5 Q. A member who exceeds sick leave entitlement at a given time in a
6 particular year will have his/her salary deducted. This will later be
7 reimbursed at the conclusion of the school year to the member when the
8 sick leave is earned within a given year.

9
10 R. The Board may elect to pay tuition and fees for Board approved schooling
11 or workshop experience concerning professional growth in the field of the
12 individual member's classroom responsibilities, provided that the teacher
13 has made application forty-five (45) calendar days in advance and that the
14 Board has specifically approved this application. The Board, in special
15 cases, may waive the time required. Should the Board disapprove the
16 application, the petitioner will have the right to request in writing a
17 justification for the denial.

18
19 1. The member upon completion of Board approved coursework, and
20 after submission of transcript and paid receipt, will be reimbursed
21 for that course work in accordance with the stipulations approved
22 by the Board.

23
24 2. If credit earned through a Board financed workshop or educational
25 experience is counted towards an advanced degree or credited for a
26 salary adjustment, such movement will take place the school year
27 following the year the reimbursement was made.

28
29 3. This section is not subject to grievance procedures.

30
31 ARTICLE XV
32 LEAVE PAY

33
34 A. SICK LEAVE

35
36 1. A first year member may get full pay and full sick leave each pay
37 period if he/she stays the full contract year. Any member leaving
38 before the full year contract will only be credited with a
39 proportioned amount of earned sick leave. If sick leave exceeds
40 earned sick leave, equivalent pay will be deducted. A member will
41 be allowed one and one-half (1 1/2) sick leave days per school
42 month. Sick leave shall be sixteen (16) days per year, three of
43 which may be used for personal leave. Sick leave will be unlimited
44 in accumulation as of the school year 1978-79.

1 2. Sick leave days will be taken in blocks of one-half (1/2) days.

2
3 B. Only personal illness or disability and/or emergency medical procedures
4 are covered by this sick leave policy. Routine health examinations, dental
5 appointments, or surgical procedures that might appropriately be
6 scheduled during vacation periods shall not be covered during a regular,
7 student attendance day.

8
9 C. Anticipated Prolonged Disability Leave. In the case of an anticipated
10 prolonged disability leave covered under this provision (i.e., heart by
11 pass, pregnancy, etc.), the member may be requested by the
12 administration to provide a physician's statement that there is no medical
13 reason why the member cannot continue to perform services until the
14 beginning date of the leave.

15
16 The member shall be eligible to return from an anticipated prolonged
17 disability leave upon filing a physician's statement that the member is
18 physically fit for full-time employment.

19
20 D. At the recommendation of the Superintendent, the Board may require a
21 member to submit to an examination by appropriate specialist(s), selected
22 by the member and paid by the Board, to determine whether involuntary
23 sick leave or retirement is warranted. The Board may require a second
24 opinion from a Board appointed specialist at Board expense. The
25 examining specialist(s) shall forward the results of examinations at Board
26 expense to the Board. The member must sign a waiver authorizing release
27 of results of these examinations to the Board.

28
29 E. In the event of absence of a member for illness in excess of four (4)
30 consecutive working days, the Board may require the member to present a
31 physician's verification of illness unless the school nurse has verified it.
32 This is not to preclude the right of the Board to provide for school nurse
33 visitation at any time.

34
35 F. In the event that twenty percent (20%) of the members shall claim sick
36 leave on a given day; the Board shall have the right to request such
37 verification for that given day.

38
39 G. Prior to the beginning of each school year, the Board shall provide to each
40 member an up-to-date account of his/her accumulated sick leave.

41
42 H. Sick Bank - A sick bank is established consisting of two (2) days per full-
43 time equated positions of the participating teaching staff. Two (2) days
44 will be contributed by each teacher opting in.

- 1 1. No additional days will be added to the sick bank if, by June 30 of any
2 one year, the bank contains eighty (80) or more days. In this case, the
3 district will notify staff by the beginning of the next school year via e-
4 mail and teachers will have two (2) weeks to opt in by contributing
5 two (2) additional days or opt out.
6
- 7 2. Every contributing teacher is eligible to borrow from the sick bank
8 when all of his/her paid leave days (sick and personal) are depleted.
9 This eligibility will last until the next open enrollment where teachers
10 will have the option to stay in or opt out. Use of the sick bank shall
11 require a minimum of three (3) consecutive or reoccurring (illness)
12 days of absence before sick bank leave can be requested.
13
- 14 3. This sick leave bank can only be utilized to qualify the teacher for
15 LTD, Worker's compensation, to recover from personal illness, or
16 illness of the member's immediate family (spouse or child).
17
- 18 4. Teachers who use this sick bank are limited to a maximum of ninety
19 (90) working days, within any consecutive ten (10) year period.
20
- 21 5. Funeral leave shall not be drawn from the sick bank.
22
- 23 6. Upon borrowing days from the sick bank, the teacher is obligated to
24 pay these sick days back to the bank at a rate of three (3) days per
25 year.
26
- 27 7. All sick days borrowed from the sick bank over and above ten (10)
28 days shall require a statement from a physician or psychiatrist who is
29 mutually acceptable to the Board and the Association.
30
- 31 8. In emergency cases where the sick bank is depleted during the school
32 year, the Association shall have the authority to assess the teachers
33 the needed days to replenish the bank. In this case, the district will
34 notify staff via e-mail and provide two (2) weeks to opt in or out.
35
- 36 9. If, upon retirement, a person owes days to the sick bank, this debt
37 shall be cancelled. If upon leaving the Sault Area Public School
38 system a person owes days to the sick bank, these days shall be taken
39 from his/her accumulated sick leave to the extent he/she borrowed
40 and the remainder, if any, shall be cancelled.
41
- 42 10. The sick leave bank shall be administered by a committee of four (4)
43 persons: two (2) persons appointed by the Superintendent of Schools
44 and two (2) persons appointed by the Association President.
45

- 1 11. Teachers shall make application in written form to the committee.
- 2
- 3 12. Committee members will sign a confidentiality form.
- 4
- 5 13. Alternate committee member will be appointed as needed to avoid
- 6 conflict of interest.
- 7
- 8 14. All requests for use of days from the sick leave bank are subject to the
- 9 approval of the committee. This issue is not subject to the grievance
- 10 procedure.
- 11
- 12 15. All newly hired teachers will have two (2) weeks from their first work
- 13 day to opt in on contributing to the Sick Bank.
- 14
- 15 16. For the first enrollment, teachers will be given a two (2) week
- 16 window to opt in during the Spring of 2010 and a two (2) week
- 17 window at the beginning of September 2010. After this first open
- 18 enrollment period all future enrollment periods will be based on #1
- 19 and #8 above.

20

21 I. Worker's Compensation - Any member who is absent because of injury or

22 disease compensable under Michigan Worker's Compensation Act shall

23 receive from the board the difference between the allowance under the

24 Act and his/her regular salary for a period of time that funds from

25 his/her accumulated sick leave will provide.

26

27 J. Personal Leave - The parties agree there may be personal conditions or

28 circumstances, which may require member absenteeism for other reasons

29 than heretofore mentioned. A personal leave day may be used for any

30 purpose at the discretion of the member. The Board agrees that such leave

31 shall be deducted from sick leave and may be used under the following

32 conditions:

33

- 34 1. Members will receive three (3) personal leave days per year.
- 35 2. Personal Leave Days shall be restricted to use by no more than 20%
- 36 of a building's staff per day. The restricted number can be no less
- 37 than two (2) to use by no more than 20% of a building's staff per
- 38 day. The restricted number can be no less than two (2) in buildings
- 39 with small numbers of staff.
- 40
- 41 3. During the months of May and June, Personal Leave Days shall be
- 42 restricted to use by no more than ten percent (10%) of a building's
- 43 staff per day, unless certified and qualified substitutes are
- 44 available, in which case up to twenty percent (20%) of a building's
- 45 staff may be granted time off on personal leave per day. The

1 restricted number can be no less than two (2) to use by no more
2 than twenty percent (20%) of a building's staff per day. The
3 restricted number can be no less than two (2) in buildings with
4 small numbers of staff.
5

6 K. Members desiring to use such leave shall notify their building principal or
7 immediate supervisor on the application form, provided by the Board, at
8 least five (5) working days in advance of the anticipated absence. In cases
9 of emergency, the Superintendent or his/her designated representative
10 must grant approval. In such cases, the member shall apply as soon as
11 possible. This form must be filed with the principal or immediate
12 supervisor.
13

14 L. It is further understood such leave shall not be granted for the first or last
15 day of the school year nor on the first working days preceding or
16 following a vacation period or holiday, except in cases of extreme
17 emergency. The member must have the approval of the immediate
18 supervisor on such emergency leaves.
19

20 M. Additional Forms of Leave Available to Members:
21

22 1. A maximum of three (3) days per school year for family illness in
23 the immediate family. The term immediate family shall be
24 interpreted as husband, wife, mother, father, brother, sister,
25 children, grandchildren, father and mother-in-law, aunt and uncle
26 of member, brother and sister-in-law, daughter and son-in-law, son
27 and daughter-in-law, and grandparents of member or spouse; this
28 also includes a dependent living in the immediate household. The
29 term household is interpreted as those who dwell under the same
30 roof and comprise a family or domestic establishment.
31

32 In a family emergency, a member may request two (2) additional
33 family illness days to be deducted from sick leave. Granting of
34 such days will be the prerogative of the Superintendent or designee
35 and the decision will not be subject to the grievance procedure.
36

37 2. A maximum of five (5) days for each death in the immediate family
38 or household. The term immediate family shall be interpreted as
39 husband, wife, mother, father, brother, sister, children,
40 grandchildren, father and mother-in-law, aunt and uncle of
41 member, brother and sister-in-law, daughter and son-in-law, son
42 and daughter-in-law, and grandparents of member or spouse. This
43 also includes a dependent living in the immediate household. The
44 term household is interpreted as those who dwell under the same
45 roof and comprise a family or a domestic establishment.

1
2 3. A maximum of ten (10) days per school year for members called
3 into temporary active duty of any unit of the U.S. Reserves or the
4 Michigan National Guard provided such obligations cannot be
5 fulfilled on days when school is not in session.
6

7 4. A member called for jury duty or to give testimony before any
8 judicial or administrative tribunal shall be compensated for the
9 difference between the teaching pay and the pay received for the
10 performance of such obligation.
11

12 N. Sabbatical Leave - Members who have been employed in the Sault Ste.
13 Marie Public Schools for seven (7) years may be granted a sabbatical leave
14 for one (1) year. During said sabbatical leave, the member shall be
15 considered to be in the employ of the Board and shall be paid his/her full
16 annual salary rate. Said pay will be administered through a bank loan
17 under rules and regulations to be established by the Board with loan
18 forgiveness to the member at the rate of month return to work for month
19 on leave, wherein the member shall be forgiven said loan in full upon
20 completion of the number of months service return to the school district as
21 granted in the leave. Any period spent on sabbatical leave shall be treated
22 as teaching service for the purposes of applying the salary schedule set
23 forth in this Agreement. The Board shall establish rules and regulations
24 and determine the amount of appropriation for this purpose. It is agreed
25 that sabbatical leaves shall be granted for members to pursue study or
26 research in their particular field of employment in the Sault Ste. Marie
27 Area Public Schools.
28

29 O. Professional Association Leave - Recognizing that compatible and fruitful
30 relationships between the Board and the Association result when each is
31 fully informed and suitably knowledgeable, the Board agrees that those
32 members who are members of the State Board of Directors of the
33 Association, State Committees of the Association, and State Commissions
34 of the Association shall receive professional association leave consistent
35 with the Master Agreement. This shall also apply to similar offices in the
36 National Education Association and the local association.
37

38 1. Leave with pay shall be authorized not to exceed two (2) days for
39 one (1) delegate for each 150 members or major fraction thereof to
40 represent the members at the Annual Representative Assembly of
41 the State Association.
42

43 Leave days shall be limited to fifty (50) per year excluding those
44 days used by the Association President. No member shall use more
45 than ten (10) days per year with the exception of the Association

1 President's unlimited leave days unless the Superintendent grants
2 prior approval.

- 3
4 2. The Association shall take the responsibility for paying the amount
5 of any substitute's salary in such cases. The Superintendent will
6 determine in all above cases whether the substitute is satisfactory
7 for a particular member.

8
9 Professional Development Days shall not be included in the above
10 limitations.

- 11
12 3. The Board will grant the Association President released time from
13 teaching duties upon the President's request to the Superintendent.
14 The Board will bill the Association the full cost of substitute time
15 while the President is released from regular teaching duties.

16
17 P. Professional Leave for Curriculum and Education Purposes - Members
18 may be granted a leave of absence with pay for administration - approved
19 visitations at other schools or attending meetings or conferences of an
20 educational nature. The number of members allowed to leave at any one
21 time will be within the discretion of the administration. Such leave is
22 intended to include educational conferences as they may be conducted by
23 the MEA, NEA, Department of Education, subject matter departments,
24 and others that are normally recognized within our State.

25
26 Q. Athletic Leave - An athletic leave day may be used for any sports related
27 purpose at the discretion of the member. The Board agrees that such leave
28 shall be deducted from sick leave and may be used under the following
29 conditions:

- 30
31 1. Members will receive one (1) Athletic Leave day per sport coached
32 per year.
33
34 2. Personal/Athletic Leave Days shall be restricted to use by no more
35 than 20% of a building's staff per day. The restricted number can
36 be no less than two (2) to use by no more than 20% of a building's
37 staff per day. The restricted number can be no less than two (2) in
38 buildings with small numbers of staff.
39
40 3. During the months of May and June, Personal/Athletic Leave Days
41 shall be restricted to use by no more than ten percent (10%) of a
42 building's staff per day, unless certified and qualified substitutes
43 are available, in which case up to twenty percent (20%) of a
44 buildings staff may be granted time off on Personal/Athletic Leave
45 per day. The restricted number can be no less than two (2) to use

1 by no more than twenty percent (20%) of a building's staff per day.
2 The restricted number can be no less than two (2) in buildings with
3 small numbers of staff.
4

5 Article XV - Leave Pay, Sections J and K also apply to Athletic Leave.
6

7 It is understood that this applies to all staff who are being paid to coach or
8 assist with coaching during a given year. Athletic Leave Days do not
9 carry over from one year to the next unless planned in advance for a
10 specific purpose and approved by the Athletic Director.
11

- 12 R. The Association hereby agrees to encourage, maintain, and establish
13 ethical standards on the use of sick leave, personal business leave, family
14 critical illness leave, and related forms of leave.
15

16 ARTICLE XVI
17 LEAVE OF ABSENCE WITHOUT PAY
18

- 19 A. Permanent members covered by this Agreement shall have the right to
20 make application to the Superintendent or his/her designate for a leave of
21 absence without pay. Granting of such leave shall be at the sole discretion
22 of the school district.
23

24 It is further understood that such leave shall not be granted for the first or
25 last day of the school year, nor on the first working days preceding or
26 following a vacation period or holiday, except in cases of extreme
27 emergency. The member must have the approval of the immediate
28 supervisor on such emergency leaves.
29

30 If the leave is granted, seniority shall be retained and accumulated during
31 the period of leave.
32

33 During any leave of absence without pay of more than fifteen (15)
34 consecutive calendar days, a member will not accrue leave credit or
35 seniority. A member will no longer be eligible for Board paid fringe
36 benefits including but not limited to hospitalization. The member may
37 continue coverage at his or her own expense.
38

39 Leave of absence less than fifteen (15) days shall not be subject to this
40 clause.
41

- 42 B. Return From Leave - Upon return of the member from leave, all benefits
43 accrued before leave will be restored. Sixty (60) days prior to expiration of
44 the leave the member will notify the Superintendent in writing of his/her
45 intentions. Failure to do so shall be considered as resigning from service

1 in the district, and may prevent the reinstatement. The Superintendent,
2 upon notification, will take the necessary steps to complete the
3 termination of leave. A member, upon return from leave, shall be restored
4 to his/her former position if vacant and available or be assigned to
5 another position for which he/she is qualified.
6

7 C. Any member who while on leave of absence takes employment as a
8 member in another district or in any other way violates the terms of
9 his/her leave shall be deemed to have terminated his/her relationship
10 with the Sault Ste. Marie Area Public Schools and there shall be no further
11 obligation upon the Board.
12

13 D. Childcare Leave
14

15 1. Childcare leave without pay is available to any bargaining unit
16 member upon request. The length of the leave shall not exceed one
17 (1) year, renewable at the discretion of the Board. The purpose of
18 Childcare Leave shall be for caring for a newborn child, an adopted
19 child, or a seriously ill child.
20

21 2. In order to provide for continuity within the classroom between
22 pupil and member, the member shall notify the Superintendent's
23 office in writing at least thirty (30) days prior to the expected
24 commencement date of leave so that necessary arrangements can
25 be made to procure the member's replacement.
26

27 3. Re-employment will commence upon the date set by the Board
28 which shall not be later than the beginning of the first day of the
29 school year following the date the member was declared eligible for
30 re-employment. It is understood that the foregoing shall not
31 supersede provisions for layoff or other provisions of law or this
32 contract.
33

34 In the event of death of the object child of the leave, the leave of
35 absence may be terminated upon request of the bargaining unit
36 member.
37

38 The granting of such leave will in no way interrupt seniority and
39 rights attendant thereto during the first year of the leave only.
40

41 4. A member may make written application to the Superintendent for
42 reinstatement prior to expiration of the leave granted by the Board.
43

1 5. Any member returning from a leave of absence without pay that is
2 not occasioned by a medical emergency shall be permitted to return
3 at the end of a marking period.
4

5 E. Political Leave - The Board may grant a leave of absence without pay to
6 any member to campaign for a public office if consistent with Board
7 policies on leaves. However, if such campaign is successful and the
8 member must hold office for more than one (1) year, he/she will be
9 considered to have resigned his/her position. A member elected to a
10 public office, such as a City Commissioner, which meets regularly in the
11 evening may on occasion be required or invited to attend special functions
12 of said body. Permission to attend such events may be granted by the
13 Superintendent at no cost to the school district when advanced notice is
14 given. The Board and the Association recognize this as a civic
15 responsibility. Similar leaves may be granted by the Superintendent for
16 other civic functions.
17

18 F. Education Leave - Leaves of absence without pay may be granted upon
19 application for the following purposes:

- 20 1. Study related to the member's certification field.
- 21
- 22 2. Study to meet eligibility requirements for certification other than
23 that held by the member.
- 24
- 25 3. Study, research, or special teaching assignment involving probable
26 advantage to the school system.
- 27
- 28 4. Any other reason approved in advance by the Superintendent of
29 Schools.
30

31 G. State Association Leave - Members who are officers of the State
32 Association may be granted a leave of absence without pay for not more
33 than three (3) school years if requested or suitable leave may be worked
34 out mutually at the request of the member. Members who become full-
35 time members of the Association professional staff may be granted leave
36 of absence for not more than one (1) year without pay if consistent with
37 Board policies on leaves of absence.
38

39 H. Insurance may be continued at the expense of the teacher for the duration
40 of the leave at group rates.
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42
43
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45

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ARTICLE XVII
SCHOOL CALENDAR

- A. In the event that the calendar herein provides less than the minimum days and hours required by state law as stated below, the Administration and Association will meet to mutually agree on adding additional days or hours necessary to meet the minimum hours and days.

2005/06 166 student days 1103 hours 172 teacher days

2006/07 166 student days 1103 hours 172 teacher days

Additional calendar days beyond 180 student days and 182 workdays will be added to the base.

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ARTICLE XVIII
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a written complaint upon an event or condition, which is allegedly in violation of this Agreement.
2. The "grievant" is the person or persons making this claim.
3. The term "member" is defined in Article I of the Agreement.
4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean working days.

- B. The primary purpose of this procedure is to secure, at the earliest level possible, equitable solutions of the problems of the parties. Both parties agree that those proceedings shall be kept as confidential as may be appropriate at each level of the procedure and information shall be shared only on a "need-to-know" basis. Nothing contained herein shall be construed as limiting the right of any person or group with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

1 C. Structure

2 The building principal shall be the administrative representative when the
3 particular grievance arises in that building.

4
5 The Board hereby designates the Superintendent as its representative
6 when the grievance arises in more than one school building.

7
8 D. Procedure

9 The number of days indicated at each level should be considered as
10 maximum and every effort should be made to expedite the process. The
11 time limits may be extended by mutual consent.

12 If the grievance is filed on or after June 1st, the time limits may be reduced
13 in order to affect a solution prior to the end of the school year or as soon
14 thereafter as is practical.

15 Before submitting a grievance, the claimant shall discuss it with his/her
16 immediate supervisor individually or together with his/her Association
17 representative.

18
19 Procedure No. 1

20 1. Level One - In the event the grievance is not settled through an
21 informal discussion, a written grievance shall be submitted to the
22 principal or administrator involved. The aggrieved person may
23 present this written grievance individually or jointly with the
24 Association representative.

25
26 2. Level Two- In the event the grievant is not satisfied with the
27 disposition of his/her grievance at Level One, or if no decision has
28 been rendered within seven (7) days after presentation of the
29 grievance, he/she shall immediately process the claim with the
30 Superintendent. Within seven (7) days from receipt of the
31 grievance by the Superintendent, he/she shall render a decision as
32 to the solution. This decision shall be in writing.

33
34 3. Level Three - In the event the grievant is not satisfied with the
35 disposition at Level Two or if no decision has been rendered in
36 writing within seven (7) days from date of receipt of grievance by
37 the Superintendent, said grievant may refer the grievance through
38 the Association or individually in writing to the Board. Within
39 seven (7) days from the receipt of the written grievance by the
40 Board, it shall meet with the Association representative and/or
41 grievant for the purpose of arriving at a mutually satisfactory
42 solution. A decision by the Board shall be rendered within seven
43 (7) days, in writing.

44

- 1 4. Level Four- In the event that the grievance is not satisfactorily
2 resolved at Level Three within seven (7) days or if no disposition
3 has been made within the period provided, the Association may
4 submit the grievance to arbitration by giving notice to the District
5 within ten (10) days from the end of such seven (7) day period of
6 their intent to file for arbitration. If no such notice is given within
7 the ten (10) day period, the grievance shall be deemed settled and
8 not subject to arbitration.

9
10 The arbitration proceeding shall be conducted by an arbitrator to be
11 selected by the parties in accordance with the rules and procedures
12 of the American Arbitration Association. If the parties fail to select
13 an arbitrator, the American Arbitration Association shall be
14 requested to provide a list of seven arbitrators. Both the District
15 and the Association shall have the right to strike three names from
16 the panel. The District shall strike the first name; the Association
17 shall then strike one name. The process will be repeated and the
18 remaining person shall be the arbitrator.

19 Expenses for the arbitrator's services and the proceedings shall be
20 borne equally between the Board and the Association.

21
22 E. Rights of Representation

23
24 Any party of interest may be represented at all meetings and all hearings
25 at any level of the grievance procedure by another member or another
26 person;

27
28 Provided, however, that any member may in no event be represented by a
29 person acting as an officer, agent, or other representative of any
30 organization other than the Association;

31
32 Provided further, that when the Association does not represent a member,
33 the Association shall have the right to be present and to state its views at
34 all stages of the grievance process.

35
36 F. Miscellaneous

37
38 1. A grievance may be withdrawn at any level without prejudice.
39 However, if in the judgment of the Association representative the
40 grievance affects a group of members, the Association may present
41 the grievance at the appropriate level.

42
43 2. A grievance and the disposition of the grievance at Level One shall
44 be placed in writing. Decisions rendered at all levels shall be in

1 writing and promptly shall be transmitted to the person who signs
2 the grievance.

- 3
4 3. No reprisals of any kind shall be taken by or against any party of
5 interest or any participant in the grievance procedure by reason of
6 such participation except that such participation shall not give
7 immunity for wrongdoings, professional ethics violations, or any
8 other charges that may result from information disclosed during
9 the grievance procedure.
- 10
11 4. Forms for filing and processing grievances shall be designed by the
12 Board and the Association, shall be prepared by the
13 Superintendent, and shall be given appropriate distribution so as to
14 facilitate the operation of the grievance procedure.
- 15
16 5. Access shall be given to all parties on a "need-to-know" basis to
17 information necessary for the determination and processing of the
18 grievance.
- 19
20 6. The following matters shall not be the basis of any grievance filed
21 under the procedure outlined in this Article:
22
23 a. The termination of service or failure to re-employ any
24 probationary member.
25
26 b. Any claim or complaint for which there is another remedial
27 procedure or form established by law or by regulation
28 having the force of law, including any matter subject to the
29 procedures, specified in the Teacher Tenure Act (ACT IV of
30 Public Acts, Extra Session, 1937 of Michigan, as amended).
- 31
32 7. If a member does not file a grievance, in writing, within fifteen (15)
33 days after the occurrence, then the grievance shall be considered as
34 waived. Administration may, upon request of the aggrieved person
35 or his/her representative, waive this section on behalf of the
36 member.
- 37
38 8. Failure of Administration to answer at any level within the period
39 automatically allows the aggrieved person to process his/her
40 grievance to the next level. Failure to process the grievance to the
41 next level within fifteen (15) days after initially filing a grievance at
42 the level automatically waives the grievance.
- 43
44 9. It shall be the general practice of all parties in interest to process
45 grievance procedures during times which do not interfere with the

1 assignment of duties; provided, however, in the event it is agreed
2 by the Board to hold proceedings during regular working hours, a
3 member participating in any level of the grievance procedure, with
4 any representative of the Board, shall be released from assigned
5 duties without loss of salary.
6

7 ARTICLE XIX
8 CURRICULUM REVIEW COMMITTEE
9

- 10 A. The Board will, through the District School Improvement Team, provide
11 for the carrying out of the determination of curriculum and curriculum
12 revision through a careful evaluation of professional recommendations of
13 the teaching staff by working both with individual members and
14 appropriate member groups. Nominations for memberships on special
15 curriculum study groups may be provided by the Association upon
16 request of Administration.
17
- 18 B. The School Improvement Team shall recommend that appropriate
19 representation of members shall be appointed to serve as part of the
20 professional development committee via the E.U.P.I.S.D. Said members
21 shall be provided appropriate release time.
22
- 23 C. Building School Improvement Teams may be established for each building
24 in the district. The size, composition, and scope of the team shall be
25 determined by each building, with the approval of the Superintendent.
26
- 27 D. The district will apply for SB-CE's to be provided for attending SEA
28 members for at least 60% of the District PD days.
29

30 ARTICLE XX
31 NEGOTIATION PROCEDURES
32

- 33 A. It is contemplated that terms and conditions of employment provided in
34 this Agreement shall remain in effect until altered by mutual agreement in
35 writing between the parties. Nevertheless, because of the special nature of
36 public educational process, it is likewise recognized that matters may
37 from time to time arise of vital mutual concern of the parties, which have
38 not been fully or adequately negotiated between them. It is in the public
39 interest that the opportunity for mutual discussion of such matters be
40 provided. The parties accordingly undertake to cooperate in arranging
41 meetings, selecting representatives for discussion, furnishing necessary
42 information, and otherwise constructively considering and resolving any
43 such matters. Either party may request discussions leading to the
44 resolution of specific matters.
45

- 1 B. Neither party in any negotiations shall have any control over the selection
2 of the negotiating or bargaining representatives of the other party and
3 each party may select its representatives from within or outside the school
4 district. While the Association and the Board shall execute no final
5 agreement without ratification, the parties mutually pledge that their
6 representatives will be clothed with all necessary power and authority to
7 make proposals, consider proposals, and make concessions in the course
8 of negotiations.
9
- 10 C. If the parties fail to reach an agreement in any such negotiations either
11 party may invoke the Labor Mediation's machinery of the State Labor
12 Mediation Board at any time it may so deem it or at the termination of the
13 Agreement may take any other lawful measures it may deem appropriate.
14
- 15 D. It is contemplated that terms and conditions of employment provided in
16 this Agreement shall remain in effect until altered by mutual agreement in
17 writing between the parties. Nevertheless, because of the special nature of
18 the public educational process, it is likewise recognized that matters may
19 from time to time arise of vital concern to the parties that have been fully
20 or adequately negotiated between them, such as School Improvement
21 Plans and/or Site Based Decision Making. It is in the public interest that
22 the opportunity for mutual discussion of such matters be provided. The
23 parties accordingly undertake to cooperate in arranging meetings,
24 selecting representatives for discussion, furnishing necessary information,
25 and otherwise constructively considering and resolving any such matters.
26
- 27 E. This Agreement supersedes and cancels all previous agreements, verbal or
28 written, or based on alleged practices, between the parties. This includes
29 any letters of agreement not attached hereto. Any amendment or
30 agreement supplemental hereto shall not be binding upon either party
31 unless executed in writing by the parties hereto.
32
33
34

35 ARTICLE XXI
36 ACADEMIC FREEDOM
37

38 We believe that students should be exposed to real life learning situations in
39 order to develop standards and values that equip them to make mature decisions
40 in adult life. This involves dealing with controversial and/or accepted issues,
41 which will be presented in a professional manner. We believe it desirable that the
42 Administration should be informed and that there should be communication
43 between member and Administration.
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ARTICLE XXII
MAINTENANCE OF STANDARDS

All conditions of employment and professional performance shall be maintained at no less than the highest minimum standards in effect in the district at the time this Agreement is signed.

ARTICLE XXIII
MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this agreement.
- B. Any individual contract with a member heretofore executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of the Agreement to any member or group of members shall be found contrary to 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 applications shall continue in full force and effect.
- E. No polygraph or lie detector device shall be used by the Board of Education in any investigation of any teacher.
- F. Copies of this Agreement shall be printed at the expense of both parties and presented to all members now employed, hereafter employed, or considered for employment by the Board.

ARTICLE XXIV
DURATION

This Agreement shall remain in full force and effect until August 31, 2011, or until a new agreement is negotiated or ratified.


1 IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and
2 seals.

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SAULT STE. MARIE AREA PUBLIC SCHOOLS

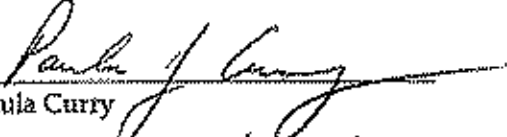
SAULT EDUCATION ASSOCIATION, INC.

BY 
Dr. Daniel Reattoir

BY 
Linda Bump

DATE 2/11/10

DATE 2-22-10

BY: 
Paula Curry

DATE 2/22/2010

APPENDIX A
SAULT STE. MARIE AREA PUBLIC SCHOOLS
SALARY SCHEDULE 2008-2009

			CERTIFICATED		CERTIFICATED		CERTIFICATED
			B.A.	B.A.+20	M.A.	M.A. + 20	6-YEAR
	STEP	FACTOR	1.0000	1.0100	1.1000	1.1110	1.2000
10	1	1.03	29,315	29,608	32,247	32,569	35,178
11	2	1.09	31,022	31,333	34,125	34,466	37,227
12	3	1.14	32,446	32,770	35,690	36,047	38,935
13	4	1.20	34,153	34,495	37,569	37,944	40,984
14	5	1.26	35,861	36,219	39,447	39,841	43,033
15	6	1.33	37,853	38,232	41,638	42,055	45,424
16	7	1.40	39,845	40,244	43,830	44,268	47,814
17	8	1.47	41,838	42,256	46,021	46,482	50,205
18	9	1.55	44,115	44,556	48,526	49,011	52,937
19	10	1.63	46,391	46,855	51,031	51,541	55,670
20	11	1.71	48,669	49,155	53,535	54,070	58,402
21	12	1.79	50,945	51,455	56,040	56,600	61,134
22	13	1.87	53,222	53,754	58,544	59,130	63,866
23	14	1.94	55,214	55,766	60,736	61,343	66,257
24							
25	*28	2.02	57,491	58,066	63,240	63,873	68,989
26							
27	29	2.03	57,776	58,354	63,553	64,189	69,331
28	30	2.08	59,199	59,791	65,119	65,770	71,039
29	31	2.14	60,907	61,516	66,997	67,667	73,088
30	32	1.91	54,361	54,904	59,797	60,395	65,233
31							
32		BASE	28,461				

APPENDIX A
SAULT STE. MARIE AREA PUBLIC SCHOOLS
SALARY SCHEDULE 2009-2010

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		CERTIFICATED		CERTIFICATED		CERTIFICATED
		B.A.	B.A.+20	M.A.	M.A. + 20	6-YEAR
STEP	FACTOR	1.0000	1.0100	1.1000	1.1110	1.2000
1	1.03	29,432	29,727	32,375	32,669	35,319
2	1.09	31,147	31,458	34,261	34,604	37,376
3	1.14	32,576	32,901	35,833	36,191	39,091
4	1.20	34,290	34,633	37,719	38,096	41,148
5	1.26	36,005	36,365	39,605	40,001	43,205
6	1.33	38,005	38,385	41,805	42,223	45,606
7	1.40	40,005	40,405	44,006	44,446	48,006
8	1.47	42,005	42,425	46,206	46,668	50,406
9	1.55	44,291	44,734	48,720	49,208	53,150
10	1.63	46,577	47,043	51,235	51,747	55,893
11	1.71	48,863	49,352	53,750	54,287	58,636
12	1.79	51,149	51,661	56,264	56,827	61,379
13	1.87	53,435	53,970	58,779	59,367	64,122
14	1.94	55,436	55,990	60,979	61,589	66,523
*28	2.02	57,722	58,299	63,494	64,129	69,266
29	2.03	58,007	58,587	63,808	64,446	69,609
30	2.08	59,436	60,030	65,380	66,033	71,323
31	2.14	61,151	61,762	67,266	67,938	73,381
32	1.91	54,578	55,124	60,036	60,636	65,494

BASE 28,575 based on Early Retirement Incentive

APPENDIX A
SAULT STE. MARIE AREA PUBLIC SCHOOLS
SALARY SCHEDULE 2010-2011

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		CERTIFICATED		CERTIFICATED		CERTIFICATED
		B.A.	B.A.+20	M.A.	M.A. + 20	6-YEAR
STEP	FACTOR	1.0000	1.0100	1.1000	1.1110	1.2000
1	1.03	29,550	29,845	32,505	32,830	35,460
2	1.09	31,271	31,584	34,398	34,742	37,525
3	1.14	32,705	33,033	35,976	36,336	39,247
4	1.20	34,427	34,771	37,869	38,248	41,312
5	1.26	36,148	36,510	39,763	40,161	43,378
6	1.33	38,156	38,538	41,972	42,392	45,788
7	1.40	40,165	40,566	44,181	44,623	48,198
8	1.47	42,173	42,595	46,390	46,854	50,607
9	1.55	44,468	44,913	48,915	49,404	53,362
10	1.63	46,763	47,231	51,439	51,954	56,116
11	1.71	49,058	49,549	53,964	54,504	58,870
12	1.79	51,353	51,867	56,489	57,054	61,624
13	1.87	53,648	54,185	59,013	59,603	64,378
14	1.94	55,657	56,213	61,222	61,835	66,788
*28	2.02	57,952	58,531	63,747	64,384	69,542
29	2.03	58,239	58,821	64,063	64,703	69,886
30	2.08	59,673	60,270	65,640	66,297	71,608
31	2.14	61,394	62,008	67,534	68,209	73,673
32	1.91	54,796	55,344	60,276	60,878	65,755

BASE 28,689 based on Early Retirement Incentive

All teachers will receive full horizontal and vertical steps for 2008-2009, 2009-2010 and 2010-2011.

*All teachers placed on Step 28 prior to August 12, 2002 shall be grandfathered and this step will not be used for other teachers.

STEP 29 - To be considered for the 29th Step, the teacher must have worked as a classroom teacher for the Sault Area Public Schools for a minimum of 12 years. The teacher shall request to be placed on Step 29 in writing prior to the end of the semester it is to start. The Step 29 placement shall not be renewable.

STEPS 29 - 32 - Teachers will progress through these steps as they would steps 1 - 14.

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STEP 31 - A teacher may request early placement to Step 31. To be considered for Step 31, the teacher must already be on Step 28 or 29 or 30. The teacher must request to be placed on Step 31 by January 31 of the current school year. Pay will be retroactive to the beginning of the year. The teacher is only eligible for Step 31 once and thus is non-renewable. After Step 31 the teacher will progress to Step 32.

BA SCHEDULE - Must hold a degree from an accredited college or university.

MA SCHEDULE - Must have a Master's Degree from an accredited university.

6-YEAR SCHEDULE - Must meet all of the following requirements;

- BA or BS Degree from an accredited college or university.
- MA Degree from an accredited college or university.
- A 6-Year Degree from an accredited college or university.
- A teaching certificate from the State of Michigan in the area of competence.

The twenty (20) semester hours beyond the BA and the MA Degree must be in the member's field of study or be applicable to an advanced degree. A member's field in secondary grades, 9-12, will be interpreted to mean a major or minor field of study or work towards an advanced degree in the field of study.

APPENDIX B

RETIREMENT AND TERMINAL LEAVE

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5 A. Those members who have accumulated unused sick days in excess of one
6 hundred fifty (150) days will receive upon retirement, a one-time payment
7 for one hundred (100) days based on the following: .0028 of current salary
8 base earned times one hundred (100) days. Sick leave payoff will be made
9 to an MEA financial 403 (b) plan.

10
11 In order to be eligible for a sick leave payoff, the member must be eligible
12 to retire with the Michigan Public School Employees Retirement System.
13

APPENDIX C

CO-CURRICULAR ASSIGNMENTS

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5 A. The following extra pay for extra duties is for the complete responsibility
6 associated with the designated extra duty and includes all pre-school
7 work and work beyond the school day. Co-Curricular/Extra-Curricular
8 experience shall be based on BA Step 1. Secondary music teachers shall be
9 expected, as part of their teaching responsibilities, to assume the necessary
10 and appropriate extra-curricular assignments as authorized.
11
12 B. Extra curricular assignments are annual appointments. If a teacher wishes
13 to retain an extra-curricular assignment, he/she shall have first
14 consideration for that position. An individual may be removed if the
15 assignment is handled neglectfully or inadequately.
16
17 C. In filling vacancies under Appendix C - Co-Curricular assignments,
18 teachers in the district shall be given primary consideration (except
19 coaching positions shall be assigned on the basis of comparative
20 qualifications and merit without regard to membership in the bargaining
21 unit). If no teacher applies or is deemed qualified for said position, the
22 Board may fill the position from outside the bargaining unit. All positions
23 will be posted for ten (10) days, except in case of extreme emergency.
24
25 D. The Administrator's decision is final in the appointment to each
26 reimbursed extra-curricular assignment as authorized for the school year.
27 The listing of all positions under Appendix C is not authorization to have
28 the position. The Board shall decide whether to have or not to have the
29 position. Persons employed less than the length of the assignment shall
30 have their pay prorated. Job descriptions will be provided by the
31 appropriate principal and used for the purposes of evaluation.
32
33 E. If the member is required, as part of the extra-curricular activity, to take
34 the State of Michigan Bus Driver's School, said member shall be
35 reimbursed tuition fees and expenses.
36
37 F. Payment made for any newly created extra-curricular position shall be
38 established based on competitive, comparative rates. There shall be
39 written evidence of such agreements as to duties and compensation
40 included in the separate added duty contract (non-tenure). Compensation
41 by adjustment of teaching load is acceptable if so indicated in the
42 additional duty contract and if it does not circumvent in any way the
43 negotiated salary schedule.
44

1 G. A person may accept partial or no payment for their co-curricular
2 assignment by notifying the Personnel Office in writing. This may only
3 occur after having a specific assignment for three (3) years or more.
4

5

6 H.	Category I	Category II
7	(17%)	(13%)
8		
9	Varsity Head Football	Varsity Assistant Football
10	Varsity Head Basketball	J.V. Head Football
11	Varsity Head Hockey	J.V. Head Basketball
12	High School and Middle	Head Swimming (both M & F)
13	Band Director	Head Varsity Volleyball
14		Assistant Varsity Hockey

15

16	Category III	Category IV
17	(10%)	(7%)
18		
19	J.V. Asst. Football	Freshman Basketball
20	Varsity Head Track	Varsity Cheerleading
21	Varsity Head Wrestling	Freshman Football
22	Varsity Head Baseball	Asst. Freshman Football
23	Varsity Head Softball	Head Cross-Country
24	Varsity Soccer	Varsity Asst. Track
25		J.V. Volleyball
26		Assistant Wrestling
27		J.V. Baseball
28		J.V. Softball
29		Frosh Volleyball
30		Head Golf

31

32		
33	Category V.	Category VI
34	(5%)	(3%)
35		
36	High School Pom Pon	Varsity Rifle Team
37	7th & 8th Grade Volleyball	Hockey Cheerleading
38	All 7th & 8th Grade Track	Cheerleading - 7th and 8th Grade
39	*Middle School Basketball	

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41 *Middle School basketball coaches currently in place as of January 1, 2006
42 will receive 7% under the old contract.
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I. All percentages are based on the BA Step 1 Level of the negotiated salary schedule.

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|----|---------------|------|-------------|
| 1. | MUSICAL | | NON-MUSICAL |
| | Director | 4.5% | Director 4% |
| | Producer | 2% | Producer 2% |
| | Band Director | 2% | |
-
2. Publications - Yearbook or Newspaper:
High School - 8%; Middle 3%
 3. High School Class Advisors: seniors 5%, juniors 4%, sophomores, & freshman 3%, Vocational Youth Organizations 2.5%
 4. Intramurals 4% per session
 5. Student Council 4%; Middle 2%
 6. Internal Substitute Rate .001/ per period
 7. Quiz Bowl 3%
 8. Driver Education .0008/ per hour
 9. Summer School/JTPA .001/ per hour
 10. Summer School Intervention Specialist .00078/ hour
 11. Lunch Room (noon hour) Supervisor .0007/ hour
 12. Athletic Events Supervisor .0005/ hour
 13. Tutoring .0007/ hour
 14. Programming-Networking .001/ hour
 15. Current IRS rate of reimbursement for travel expense (mileage)
 16. Curriculum Coordination - Range of 4-7% of individual's salary based upon number of F.T.E. staff members in department.
 17. After school detention as directed by administration .0007/ hour.

**Sault Ste. Marie Area Public Schools
School Calendar 2008-2009**

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August In-service 1 (no students)	Aug. 27
Teacher Workday	Aug. 28
Labor Day	Sept. 01
First Student Day	Sept. 02
Fall In-service 2 (no students)	Oct. 17
November In-service 3 (no students)	Nov 4
Fall Break Day	Nov 17
Thanksgiving Break (1/2 day)	Nov. 26
No School	Nov. 27-28
December In-service 4 (no students)	Dec. 9
Christmas Break	Dec. 22- Jan. 2
School Resumes	Jan. 5
End of First Semester (1/2 day students a.m./teacher workday p.m.)	Jan. 15
End of Semester Day (no students)	Jan. 16
Winter Break	Feb. 6 - 9
Spring Break	March 30-April 3
School Resumes	April 6
Easter Break	April 10 & 13
April In-service 5 (no students)	April 27
Memorial Day	May 25
Students Last Day (1/2 day A.M.)	May 29
Teacher Work Day (P.M.)	May 29

*School conference dates will be determined by the district administration and the SEA.

APPENDIX D
SCHOOL CALENDAR 2009-2010

In-service 1 (no students)	Sept. 02
Teacher Workday	Sept. 03
Labor Day	Sept. 07
First Student Day	Sept. 08
Fall In-service 2 (no students)	Oct. 16
November In-service 3 (no students)	Nov 16
Thanksgiving Break (1/2 day)	Nov. 25
No School	Nov. 26-27
December In-service 4 (no students)	Dec. 21
Christmas Break	Dec. 22- Jan. 3
School Resumes	Jan. 4
End of First Semester (1/2 day students a.m./teacher workday p.m.)	Jan. 21
End of Semester Day (no students)	Jan. 22
February In-service 5 (no students)	Feb 5
Winter Break Day (no school)	Feb 8
Spring Break	March 29-April 5
School Resumes	April 6
Easter Break	During Spring Break
Students Last Day (1/2 day A.M.)	May 28
Teacher Work Day (F.M.)	May 28
Memorial Day	May 31

*School conference dates will be determined by the district administration and the SEA.

SCHOOL CALENDAR 2010-2011

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In-service 1 (no students)	Sept. 01
Teacher Workday	Sept. 02
Labor Day	Sept. 06
First Student Day	Sept. 07
Fall In-service 2 (no students)	Oct. 15
November In-service 3 (no students)	Nov 15
Thanksgiving Break (1/2 day)	Nov. 24
No School	Nov. 25-26
December In-service 4 (no students)	Dec. 20
Christmas Break	Dec. 21- Jan. 2
School Resumes	Jan. 3
End of First Semester (1/2 day students a.m./teacher workday p.m.)	Jan. 20
End of Semester Day (no students)	Jan. 21
February In-service 5 (no students)	Feb 4
Spring Break	March 26-April 3
School Resumes	April 4
Easter Break	April 22 - 25
Students Last Day (1/2 day A.M.)	May 27
Teacher Work Day (P.M.)	May 27
Memorial Day	May 30

*School conference dates will be determined by the district administration and the SEA.

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APPENDIX E

MENTOR TEACHER

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of PA 335 (1993) and shall perform the duties of a Master Teacher as specified in the act.
- B. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration after consultation with the Association. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. An orientation jointly sponsored by the Administration and the Association shall be held for all mentors and mentees prior to the end of September each year.
- D. Mentor Teachers shall be assigned in accordance with the following:
1. The ultimate and overriding criteria used in selecting a Mentor Teacher will be the candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.
 2. The Mentor Teacher shall be a tenured teacher within the bargaining unit (whenever possible).
 3. Participation as a Mentor Teacher shall be voluntary.
 4. The District shall notify the Association of those members requiring a Mentor assignment.
 5. Mentor Teachers and Mentees shall work in the same building (elementary, middle, high school) and have the same area of certification (whenever possible).
 6. The Mentee shall be assigned to only one (1) Mentor Teacher at a time.
 7. The Mentor Teacher assignment shall be for one (1) year, subject to review by the Administration, Mentor Teacher and Mentee at any time upon request. The appointment may be renewed in succeeding years.

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2 8. Mentor Teachers may have up to two (2) mentees if so desired.
3

4 E. Because the purpose of the mentor/mentee match is to acclimate the
5 bargaining unit member and to provide necessary assistance toward the
6 end of quality instruction, the Board and the Association agree the
7 relationship shall be confidential and shall not, in any fashion, be a matter
8 included in the evaluation of the Mentor Teacher or Mentee. The Mentor
9 Teacher may participate in the post-observation conferences with the
10 beginning teacher and the principal if requested by the beginning teacher.
11 Further, the Mentee shall not be called as a witness in any grievance or
12 administrative hearing involving the Mentor Teacher. This article does
13 not apply to unethical, illegal or immoral activities on the part of either
14 the Mentor or Mentee.
15

16 F. Upon request, the administration may make available release time so the
17 Mentor Teacher may work with the Mentee in his/her assignment during
18 the regular workday and school calendar year. Where possible, the
19 Mentor Teacher and Mentee shall be assigned common preparation time.
20

21 G. Mentees shall be provided with a minimum of fifteen (15) days of
22 professional development activities during their first three (3) years of
23 classroom teaching. Such professional development activities will be
24 chosen with concurrence of the Mentor Teacher, Mentee and
25 Administration.
26

27 H. Compensation for Mentor Teachers shall be as follows: Their per diem for
28 five (5) days the first year, three (3) days the second year, and one (1) day
29 for the third and last year of each mentor assignment.
30

31 I. The Board and Association will both encourage single mentor-mentee
32 assignments, and if new multiple mentorship assignments are approved,
33 then compensation will be one-half (1/2) of the rate for the second or
34 subsequent assignment.

APPENDIX F

INTERVENTION SPECIALIST/TRUANCY OFFICER

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- a. 2008-09 97% Factor of the BA Step 1
- 2009-10 and 2010-11
compensation - 100% or 1.00 Factor of BA Step 1 of
Teacher Salary Schedule
- b. Work Schedule:
Truancy Officer - Regular School Year
Intervention Specialist - Regular School Year
- c. Insurance Benefits: Consistent with Article XIV, Section M,
Insurance Benefits

APPENDIX G

FINAL TEACHER EVALUATION SUMMARY

Evaluator _____ Evaluatee _____

Evaluator _____ Assignment _____

1st Year Probation _____

2nd Year Probation _____

3rd Year Probation _____

4th Year Probation _____

Tenure: _____

Date	Nature of Contact	Evaluator

Signatures are to be affixed on completion/review of the data (observations, conferences, progress toward predetermined goals, establishing an individualized development plan, assessing the teacher's progress in meeting the goals of his or her individualized development plan, review of self-evaluation, etc.). Attached to this Final Evaluation Summary will be the following:

1. A narrative summary of teacher performance based on classroom observations, and conferencing between the evaluator and evaluatee. Teaching performance strengths and/or deficiencies will be indicated in this narrative summary.
2. A list of goals set for the year (including those identified in any individualized development plans) along with a narrative summary of progress in meeting those goals.
3. The evaluator's assessment of the information reviewed in the self-assessment process and a summary of the process used in gathering the self-assessment feedback information.

Evaluator _____ Date Signed _____

Evaluatee _____ Date Signed _____

Copies: Personnel Office
 Evaluatee
 Evaluator

APPENDIX H

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7 Evaluator _____
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Evaluatee _____
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11 NARRATIVE SUMMARY OF TEACHER PERFORMANCE
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13
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15 Date _____
16

17 Evaluator _____
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Evaluatee _____
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20 SUMMARY OF GOALS AND PROGRESS TOWARD PRE-DETERMINED GOALS,
21 AND/OR AN ASSESSMENT OF THE TEACHER'S PROGRESS IN MEETING THE
22 GOALS OF THE TEACHER'S INDIVIDUALIZED DEVELOPMENT PLAN
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31 Date _____
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33 Evaluator _____
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Evaluatee _____
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36 EVALUATOR'S SUMMARY OF FEEDBACK RECEIVED THROUGH SELF-
37 ASSESSMENT, AND EVALUATOR'S SUMMARY OF THE PROCESS USED BY
38 THE EVALUATEE IN GATHERING THE SELF-ASSESSMENT FEEDBACK
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45 Copies: Personnel File

Evaluatee

Evaluator
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APPENDIX I

INDIVIDUALIZED DEVELOPMENT PLAN (IDP)

Evaluator(s) _____ Evaluatee _____

Assignment _____ School Year _____

EVALUATION STATUS:

1st Year Probation _____ 3rd Year Probation _____

2nd Year Probation _____ 4th Year Probation _____

Tenure: _____

<u>Dates</u>	<u>Nature of IDP Contact</u>	<u>Evaluator(s) (initials)</u>	<u>Evaluator(s) (initials)</u>
	Consulted with the evaluatee in developing the Individualized Development Plan		
	Provided the Individualized Development Plan to the evaluatee		

The major topic areas include:

- Student Achievement/Teaching Strategies/Classroom Management
- Support of District and Individual School Goals
- Working relationships: Administration, Department, staff, parents and students
- Communication: Internal/External
- Professional Growth

Final evaluation information related to the IDP will be included in the narrative summaries (teacher performance, goals, and feedback). Information on this page (and a copy of the IDP as provided to evaluatee) will become a part of the final evaluation document to be placed in the evaluatee's personnel file.

Evaluator(s) _____ Date Signed _____

Evaluatee _____ Date Signed _____