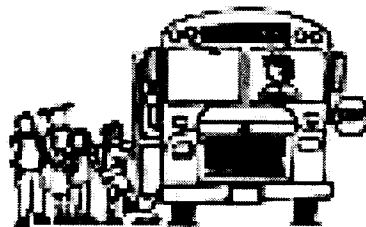


**AGREEMENT**  
**BETWEEN**  
**SAULT STE. MARIE AREA PUBLIC SCHOOLS**  
**BOARD OF EDUCATION**  
**AND THE**  
**SAULT EDUCATION ASSOCIATION**



**SEPTEMBER 1, 2012 – JUNE 30, 2013**

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AGREEMENT

This Agreement is entered into this 27th day of August, 2012 (settlement date), by and between the Board of Education of the Sault Ste. Marie Area Public Schools, hereinafter called the "BOARD" and the Sault Teachers Bargaining Unit of the Sault Education Association, Michigan Education Association and the National Education Association, hereinafter called the "ASSOCIATION". This Agreement is effective from July 1, 2012 through June 30, 2013.

ARTICLE I  
RECOGNITION

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

ARTICLE II  
MEMBER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, as amended, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join, and support the Bargaining Unit for the purpose of engaging in collective bargaining or negotiation and other 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

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

- 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  
6 notice and the conditions under which the program will be  
7 implemented. This implementation will be in compliance with the  
8 Master Agreement.  
9

10 Distance education may include, but is not limited to, teaching students  
11 by technological linkups such as satellites, fiber optics transmission, and  
12 cable television.  
13

14 Prior to teaching distance education courses, teachers shall have the  
15 opportunity for initial training in using telecommunications as an  
16 alternative educational delivery system.  
17

18 If teachers travel to the distant education site, they will receive  
19 reimbursement for appropriate food, lodging, travel and mileage expenses  
20 according to District policies for approved travel.  
21

22 In recognition of the additional preparation and training required to teach  
23 a course under this heading, a teacher shall not have more than three (3)  
24 preps for that grade period.  
25

26 H. INTERNET ACCEPTABLE USE  
27

28 To provide an intellectual atmosphere that includes access to the Internet,  
29 the Board and Association believe that all teachers should have the  
30 opportunity to develop skills in using computer technology. Having  
31 access to the Internet will allow the teacher to access and use the Internet  
32 to transmit material, which is consistent with the educational goals of the  
33 school district, as well as allow the teacher to access and transmit  
34 appropriate material, to be used in the educational environment.  
35

36 Whereas, the parties do recognize the educational value of Internet access  
37 at school using district equipment they hereby agree to the following:  
38

- 39 1. The parties seek to educate young people in the use of the Internet  
40 as an assistive device to support student learning and achievement.  
41 2. The parties recognize that in order to support student learning and  
42 achievement the teacher must use the Internet access in a  
43 responsible manner.

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

17  
18                           ARTICLE III  
19                           BOARD RIGHTS  
20

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

1           5.     To determine class schedules, the hours of instruction, and the  
2           duties, responsibilities, and assignments of members and other  
3           employees with respect thereto, and with respect to administrative  
4           and non-teaching activities, and the terms and conditions of  
5           employment.  
6

7     B.     The exercise of the foregoing powers, rights, authority, duties, and  
8           responsibilities by the Board, the adoption of policies, rules, regulations,  
9           and practices in furtherance thereof, and the use of judgment and  
10          discretion in connection therewith shall be limited only by the specific and  
11          express terms of this Agreement and then only to the extent such specific  
12          and express terms thereof are in conformance with the Constitution and  
13          laws of the State of Michigan, and the Constitution and laws of the United  
14          States.  
15

16   ARTICLE IV  
17   DEDUCTIONS FOR PROFESSIONAL DUES  
18

19     A.     Members may at any time sign and deliver to the Board an assignment  
20           authorizing deduction of membership dues and assessments of the  
21           Association (including the NEA and the MEA). Such authorization shall  
22           continue in effect unless, subsequent to August 1 and prior to August 31  
23           of any year, the member in writing formally revokes such authorization  
24           and copies thereof are delivered to the Association and to the Board.  
25

26     B.     The deduction of membership dues shall be made in twenty (20) equal  
27           installments of one half (1/2) of the monthly dues amount. The  
28           deductions shall be the first two payrolls of each month for September  
29           through June.  
30

31     C.     The Representation Fee: Potential members who for any reason prefer not  
32           to become members of the Association shall authorize the representation  
33           fee in the amounts of one-tenth per month for ten (10) months beginning  
34           in September and ending in June of each year.  
35

36     D.     The Board agrees that it shall be a condition of employment that all  
37           potential members become and remain members of the Association or pay  
38           a representation fee. The potential member has thirty (30) workdays in  
39           which to execute an authorization for payroll deduction of the Association  
40           dues or representation fee as established in Paragraph C.  
41

42     E.     If the authorization is not signed by the potential member at the close of  
43           the thirty (30) work day period, the Board agrees that the services of said  
44           potential member shall be terminated at the end of the school year,  
45           provided that the Association submits a written request for said



1 termination to the Board. The potential member shall be notified of the  
2 termination of services immediately after the receipt of the Association's  
3 request.

- 4 F. In the event that the Board, acting on the request of the Association,  
5 discharges or attempts to discharge a potential member for failure to  
6 comply with these provisions, the Association agrees to indemnify and  
7 hold the Board harmless from any and all claims, damages, demands,  
8 costs, suits, judgments, or any other liability which may result from such  
9 action. If it is necessary for the Board to defend its position and to engage  
10 legal counsel and to incur other expenses in so doing, the Association  
11 agrees to pay any and all expenses so incurred by the Board.  
12

13 **ARTICLE V**  
14 **MEMBERS' HOURS**

- 15  
16 A. The Board recognizes the principle of a standard 40-hour workweek and  
17 will, so far as possible, set work schedules and make professional  
18 assignments that can be reasonably completed within such standard  
19 workweek. The Board will not require members regularly to work in  
20 excess of such standard workweek within or outside of any school  
21 building.  
22

- 23 B. The working day for all teaching positions shall be so scheduled that not  
24 more than thirty-five (35) hours per week shall be assigned to be within  
25 the classroom and/or adjacent playgrounds or corridors. At least five (5)  
26 of these hours shall be arranged free of student supervision, so that the  
27 member will be able to confer with students, prepare classroom activities,  
28 make optimum preparation of items to be used in classroom and other  
29 related activities. Intervention Specialists and Counselors shall be  
30 expected to coordinate their 40 hour week schedule, including conferences  
31 and meetings, with their building principal.  
32

33 Except in an emergency, a classroom teacher will not be required to teach  
34 children for more than six (6) hours twenty (20) minutes per day or thirty-  
35 one (31) hours and forty (40) minutes for the week.  
36

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

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- D. Recognizing the principle of the seven (7) hour work day, the administration agrees to provide a daily thirty (30) minute duty-free, uninterrupted preparation period for all elementary teachers.
- E. When elementary members are required to administer and correct standardized tests, one-half day will be made available free of all other teaching and supervisory duties. This day will be scheduled within two (2) weeks of the prescribed testing period.
- F. All certificated non-teaching members will be assigned appropriate starting and dismissal times so their normal workday will be equivalent to a classroom member.
- G. All members shall be entitled to a duty-free lunch period of at least thirty (30) minutes, unless extenuating circumstances arise where this is impossible.
- H. The member has the responsibility for all students assigned to him/her during the full length of the working day. Teaching shall include the duties of instruction, guidance, discipline, safety, hygiene, and care of the students in addition to duties specified by the Administration or by direction of the Board. The members' duties to the student are not confined to the classroom but extend to the corridors, the restrooms, playgrounds, or to school trips as well as to any place where the member is in charge of pupils.
- I. All necessary and Board approved activities which require more than the usual amount of time, effort, skill, or responsibility shall be subject to negotiation and compensated for above the base salaries as stated in Appendix C.
- J. Elementary teachers shall be granted one-half (1/2) day each semester as preparation time for parent-teacher conferences.
- K. The Association will use its best efforts to assist the administration whenever necessary in filling extra-curricular assignments.
- L. The Board agrees not to schedule collective bargaining sessions or grievance proceedings during hours when classes are in session. For those sessions scheduled by an outside agency in which both parties must participate, those teachers required to participate shall not suffer loss of pay or benefits, but the Association shall pay the cost of the substitute teacher. This clause shall not apply to Step One of the Grievance

1 Procedure. Exceptions to the above may be made only by mutual consent  
2 of the parties.  
3  
4  
5

6 ARTICLE VI  
7 EMERGENCY SCHOOL CLOSING  
8

9 A. Both parties recognize the desirability of continuous and uninterrupted  
10 operation of the instructional program during the normal school year and  
11 the avoidance of disputes that threaten to interfere with such operations.  
12 The Association agrees that it will not, during the period of this  
13 Agreement, directly or indirectly, engage in or assist in any strike, as  
14 defined by Section 1 of the Employees Relations Act, nor will the  
15 Association, during the term of this Agreement, make sanctions.  
16

17 B. The Board agrees that it will not, during the period of this Agreement,  
18 directly or indirectly, engage in or assist in any unfair labor practice as  
19 defined by Section 10 of the Public Employment Relations Act.  
20

21 C. If, at any time during the life of this Agreement, it becomes lawful to  
22 count as days of pupil instruction, days when pupil instruction is not  
23 provided due to conditions not within the control of school authorities  
24 such as due to severe storms, fires, epidemics or health conditions, it is  
25 agreed that the following school closing provision shall become  
26 immediately effective:  
27

28 When weather, an act of God, or an employer directive forces the closing  
29 of a school, teachers shall be excused from reporting to duty without loss  
30 of pay. If it is necessary to require the scheduling of additional days of  
31 student instruction to meet the 180-day requirements, the Administration  
32 will meet with the Association to develop a mutually agreeable revised  
33 calendar. If the parties cannot agree on a revised calendar, make-up days  
34 will be added to the end of the school year. Low student attendance could  
35 prevent the district from counting a student day toward the 180-day  
36 requirement. In this event, if make-up days are scheduled for days that  
37 school was in session, bargaining unit members will be paid for make-up  
38 days at their per diem rate.  
39

40 To the extent that any other provision of the collective bargaining  
41 agreement, such as the school closing provision, school calendar or the  
42 like, shall be inconsistent with the foregoing, such provisions shall be null  
43 and void as to the extent of the inconsistency.  
44

1 D. When an individual school building is closed, those members will not  
2 have to report.  
3  
4  
5  
6

7 ARTICLE VII  
8 TEACHING LOADS AND ASSIGNMENTS  
9

10 A. The normal weekly teaching load to which a member is assigned shall  
11 conform with generally accepted professional standards for the level of  
12 teaching, the area of teaching, and the facilities available to the public  
13 schools for the support of education. In general, it is the responsibility of  
14 the administration, through the building principal, to assign members not  
15 only to work loads but to types of assignments for which they are best  
16 qualified and can most reasonably handle. This will vary with types of  
17 teaching methods employed in the buildings concerned. Consideration  
18 will be given to the amount of work required in correcting, assigning,  
19 planning, preparing lessons, number of preparations, and facilities  
20 available for presentations. Efforts will be made by administration to  
21 provide consistency in assignments of preparations in middle school and  
22 high school.  
23

24 B. Maximum class responsibilities shall be as follows:  
25 Class size in the elementary grades shall be determined in the  
26 following manner:

27 Elementary Class Sizes

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

31

32 Overload Language:

33 In cases of emergency, as determined by the Superintendent, after the Fall  
34 Count, the class sizes as stated in Section B, may be exceeded by one (1)  
35 student.  
36

36

37 At the elementary level, Art, Music, and Physical Education teachers will  
38 not be required to teach in excess of the time required for regular  
39 elementary classroom teachers. Time to change classes and assignment is  
40 included within teaching time.  
41

41

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

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

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

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

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

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

G. In the Middle School and High School where students change classes each period, the teaching load shall be teaching five (5) of six (6) or six (6) of seven (7) periods.

General Classroom: 150 students per day for a six (6) period day and 175 students per day for a seven (7) period day, thirty (30) students per class. An overload of two (2) students in three (3) of the classes daily is acceptable but in no instance will 150/175 be exceeded.

1 Music: 225 students daily; class size to be determined by the activity.

2

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

4

5 Malcolm High School – The regular school day shall be equal length to  
6 that of other high school students; 200 students per day, teaching seven (7)  
7 of eight (8) periods.

8

9 If general teaching/scheduling format is changed for the High School,  
10 Middle School or Malcolm School either by administration or the District  
11 School Improvement Committee, building level School Improvement  
12 Committees, or Board of Education, negotiation will be reopened for this  
13 section to discuss wages, hours and working conditions under the revised  
14 format.

15

16 H. In classrooms such as shops and laboratories where teaching stations are a  
17 limiting factor, it is agreed that the number of students will be consistent  
18 with the number of teaching stations.

19

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

24

25 J. A class size count will be given to the Association within three (3)  
26 working days of each official count day upon written request.

27

28 K. Administration will assure that attendance reporting procedures are  
29 similar and uniform in all buildings.

30

31 L. Should an area of a specific member's competence be closed, a member  
32 may be assigned temporarily to an area outside his/her competence if  
33 temporary certification can be arranged. It is the responsibility of the  
34 member to secure, with the cooperation and the assistance of the  
35 Administration, added certification requirements necessary for this new  
36 assignment, in order to maintain that position.

37

38 M. Members who will be affected by a change in grade assignment and/or  
39 who will be affected by a change in subject assignments will be notified  
40 and consulted as soon as is practical when such change is known to  
41 Administration in advance.

42

43 N. The District may facilitate teachers in becoming highly qualified through  
44 reasonable accommodations to the teacher including fees in the subject  
45 area to which they are assigned (once per subject area). Teachers who

1 become or are not qualified under ESEA will be subject to the following  
2 provisions:

- 3
- 4 1. The teacher may assume any vacancy for which she/he is  
5 qualified.
  - 6 2. If there is no vacancy the teacher will be laid off in accordance  
7 with the provisions of Article X.  
8

9 O. For the purpose of this agreement it is understood that qualified shall be  
10 considered to be highly qualified as defined by the No Child Left Behind  
11 Act/ESEA.  
12

13 P. The counselors will work ten (10) extra days in addition to the regular  
14 contracted school year. The purpose for these extra days is to allow them  
15 to complete the necessary tasks related to year-end, summer school and  
16 the scheduling for the start of the new school year.  
17

18 They will be paid for seven (7) extra days at their individual daily rate and  
19 will receive three (3) extra personal days. These three (3) additional  
20 personal days will not be deducted from their sick days.  
21

22 It is agreed that the use of these three (3) additional personal days will be  
23 managed by the counselors individually in a way that will cause the least  
24 disruption to their school building and still allow for the completion of the  
25 scheduling requirements of the district.  
26

27 The ten (10) extra days will be five (5) in August and five (5) in June,  
28 unless other arrangements are made with their building principal.  
29

30 **ARTICLE VIII**  
31 **WORKING CONDITIONS**  
32

33 In addition to teaching conditions already covered under Member Rights, the  
34 following subjects are recognized:  
35

36 A. A member shall not be required to drive a school bus as part of his/her  
37 regular assignment.  
38

39 B. No member shall be required to chaperone any activity, which takes place  
40 after the close of the school day. This includes dances, student carnivals,  
41 parties, and activities of a similar nature.  
42

- 43 1. The Board states that the principals will work out a plan providing  
44 for the proper chaperoning of such activities based upon student  
45 help, parent help, and freely volunteering members.

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2. This section relates only to social activities. It is expected that members will participate in all professional activities, which enhance the individual member, the profession, and the school.

C. The Board shall make available in each school adequate restrooms and lavatory facilities exclusively for member use. A room shall be appropriately furnished and shall be reserved for use as a faculty lounge.

D. Telephone facilities shall be made available to the members for their reasonable use with respect to school business. Personal use of telephones will be confined to emergency or unusual needs that could not normally be expedited on off-hour time. Members will not make toll telephone calls of a personal nature on school phones, unless expressly permitted by the principal of the building. Members shall reimburse the District for all personal long-distance phone calls.

E. The Board agrees to make available in each school adequate computer and duplicating facilities to aid members in the preparation of instructional materials.

F. Adequate off-street parking facilities shall be made available to members for their use.

G. Elementary teachers shall use for preparation time the time when their classes are receiving instruction from specialists. The Board will hire substitutes, if available, whenever the special teacher is absent. If an art, music, physical education or substitute teacher is not available, the teachers scheduled for that day will be notified as soon as possible and compensated at the hourly rate as defined for internal subbing (Appendix C.).

H. All classroom members will be supplied with a plan book in which they will keep a lesson plan for at least two (2) days in advance. Such plans must be available in the building.

I. In the event a classroom member is absent, he/she shall have lesson plans available for the substitute. If the absence lasts five (5) days or more, the Administration shall assist the substitute in the planning process.

J. Standardized Tests - The Board agrees that when standardized tests are administered, such test scores are to be used for the evaluation of curriculum selections of course material, and for mass evaluation of programs. The Board agrees that release of individual test scores will not occur with standardized test results under the jurisdiction of the Board.



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K. Student Teachers - The Board endorses the training of student teachers. The acceptance of student teachers is at the option of the supervising member. The stipend or honorarium paid by the college for such service shall be advanced in full to the member.

L. Safety Equipment - The Board of Education shall provide without cost, the necessary safety equipment to those members working in designated areas. Adequate and approved safety equipment shall include, but not limited to, goggles, barriers, hard-hats, auditory protection devices, and safety shoes and glasses, as required by MIOSHA.

ARTICLE IX  
VACANCIES AND TRANSFERS

A. Definition - A vacancy is any opening for a position requiring a teaching certificate that is created by a resignation, dismissal, or retirement of the member holding the position, or a new position established by the Board.

B. A list of all teaching vacancies in the District will be available for teachers in the Personnel Office. The Board shall publish all vacancies by posting in each school and notifying each building representative, as well as email notification to all members. Those teachers on layoff shall be notified by certified mail or verified e-mail. (An e-mail address shall be tested and found working within one month of the start of the bidding process.)

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

D. Changes in enrollment that occur after school starts and which are not predictable may necessitate building transfers and changes of assignments from the original assignment. The Association and the member will be consulted and informed in writing as soon as possible before such changes are made.

E. The administration has the right to make transfers at any time in accordance with Article IX.

ARTICLE X  
REDUCTION IN PERSONNEL

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A. It is hereby specifically recognized that the Board has the right, when it is necessary, to reduce the educational program, curriculum, and staff; and that the procedures set forth in this policy shall be used in laying off personnel, subject to those limitations expressly set forth in the Master Agreement between the Board and Association.

B. Seniority

1. Certified members within the school district. For the purpose of this policy, "seniority" is defined to mean the amount of time an individual is continuously employed as a certificated member within the school district.

a. The Board shall prepare a seniority list and distribute to all members by October 31st of each year.

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

1). Former members currently employed as administrators in the district shall retain full seniority rights earned as members of the Sault Education Association. Such persons shall be indicated as frozen on the seniority list.

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

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

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

- 1           f.       When on approved leave, seniority will be granted and  
2               accumulates only for the duration of the initial leave.  
3               Extensions to leaves will not earn seniority, but the member  
4               will retain all previously earned seniority.  
5
- 6           2.       It is agreed by the undersigned that "partial" is to be interpreted as  
7               anyone who had full-time employment and has been reduced to  
8               working for less than full-time due to reductions made in  
9               programs.  
10
- 11          3.       All persons reduced from full-time employment due to reduction  
12               in force will be placed on the layoff list.  
13
- 14    C.       Recall - In the event of layoff (total or partial) the Administration will  
15               establish a recall list by October 15th. The list will be provided to the  
16               Association. Individuals laid off will remain on the recall list and be  
17               eligible for recall until all members have been recalled or the individual  
18               requests his/her name be removed from the list.  
19
- 20    D.       Members to be recalled will be notified by certified mail. The member  
21               must respond within seven (7) calendar days of receipt of notice of recall  
22               and must report for recall at a time mutually acceptable to the  
23               Superintendent and the member. Members who fail to respond will be  
24               considered to have resigned.  
25
- 26    E.       Should a laid off teacher be assigned to such position and refuse it, the  
27               Board is not required to offer any other position, and the teacher has  
28               voluntarily terminated.  
29
- 30    F.       For purposes of recall, a position shall be declared vacant and the recall  
31               list adhered to when the vacancy shall extend for at least fourteen (14)  
32               weeks. The member being recalled must accept the position within seven  
33               (7) calendar days or lose his/her position on the recall list. This will be  
34               classified as a regular position with the member's full salary, benefits, and  
35               privileges reinstated.  
36
- 37    G.       Refusal of an offer for less than a full-time position shall not constitute  
38               grounds for removal from the recall list.  
39
- 40    H.       Recalled members shall be entitled to all previously accumulated benefits.  
41
- 42    I.       Those members who have been working part-time by choice are not  
43               eligible for a full-time position during the contractual year but may  
44               request full-time employment for the following year.

1 J. All members on layoff will be placed on the substitute teacher list at their  
2 request.

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

- 12
- 13 1. Intent to be considered for recall.
- 14 2. Any new additions, deletions or other changes in their  
15 certification.
- 16 3. Their present address and telephone number.
- 17

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

20  
21 ARTICLE XI  
22 TEACHER EVALUATION  
23

24  
25 A. The first purpose of an evaluation is to improve instruction.

26  
27 B. The records made in carrying out teacher evaluation will be maintained at  
28 the building level except for final evaluation reports. Copies of these  
29 records will be provided the evaluatee on written request within a  
30 reasonable amount of time.

31  
32 1. The evaluatee shall receive a copy of the final written evaluation  
33 report after having signed the report in the presence of the  
34 evaluator. The evaluatee's signature shall indicate he/she has read  
35 and is familiar with the evaluator's report, but the signature does  
36 not necessarily imply agreement with the final evaluation report.

37  
38 2. If a tenure teacher receives a less than satisfactory performance  
39 evaluation, the evaluator shall provide the teacher with an  
40 individualized development plan in consultation with the  
41 individual teacher.

42  
43 C. Each evaluatee shall be provided for his/her personal file, a complete  
44 copy of any written evaluation report after being signed by the evaluator  
45 and that is submitted by the evaluator to the Central Staff Administrator.

1 The evaluatee shall be provided a copy of any written summary made as a  
2 result of the evaluation conferences.

3  
4 D. If a disagreement exists between the evaluator and the evaluatee, the  
5 evaluatee may submit a written response within ten (10) workdays of the  
6 conference or submission of any reports. The evaluatee's response shall be  
7 attached to the evaluator's report to which the evaluatee objects. In  
8 addition, the evaluatee may request a conference with the Superintendent  
9 or a Central Staff Administrator designee.

10  
11 E. In those cases where a tenure teacher has received less than a satisfactory  
12 performance evaluation, the evaluator will provide the tenure teacher  
13 with an individualized development plan in consultation with the teacher.

14  
15 1. The teacher shall be given a reasonable amount of time in which to  
16 meet the goals of his or her individualized development plan.

17  
18 2. At the request of the evaluatee, the evaluator will assist the  
19 evaluatee in identifying or acquiring resources that may be helpful  
20 in meeting the requirements of the individualized development  
21 plan. Resources may include printed materials, staff members with  
22 expertise in the area of identified problems or concern, etc.

23  
24 3. The evaluatee will have ten (10) workdays in which to respond to  
25 the final evaluation report.

26  
27 4. A copy of the final evaluation report shall become part of the  
28 evaluatee's central office personnel file. The report shall contain  
29 the signature of the evaluator and the signature of the evaluatee.  
30 The evaluatee's signature shall indicate she/he has read and is  
31 familiar with the evaluator's report, but the signature does not  
32 necessarily imply agreement with the final evaluation report.

33  
34 ARTICLE XII  
35 PROTECTION OF MEMBERS

36  
37 A. The parties recognize their mutual responsibility for the maintenance of  
38 control and discipline in the classroom. Whenever it appears to the  
39 member or Administration that a particular pupil requires special  
40 attention which cannot be provided in the classroom, or whenever it  
41 appears to the member that the presence of a particular student in the  
42 class will interrupt the balance of the class, the member will seek relief,  
43 through the principal, from responsibilities with respect to said pupil.

- 1 B. A member may send a pupil to the principal from a class when the  
2 continued presence of the student in the classroom becomes intolerable.  
3 In such cases, the member will immediately furnish the principal full  
4 particulars of the incident in writing. In the case of a minor offense, the  
5 pupil shall not be returned to the class until the principal provides a  
6 written notice. In the event of a repetition of the offense, or if the nature  
7 of the violation is obscenely gross, the pupil shall not be returned until  
8 after consultation between the principal and the member.  
9
- 10 C. Any case of assault upon a member shall be promptly reported to the  
11 building principal. The Board will render all reasonable assistance to the  
12 member in connection with handling of the incident by law enforcement  
13 and judicial authorities. Time lost by a member in connection with any  
14 incident mentioned in this Article shall not be charged against the  
15 member.  
16
- 17 D. The use of corporal punishment and force to restrain students shall  
18 comply with the provisions of the School Code of the State of Michigan,  
19 and with paragraphs 3.5, 3.6, and 3.7 of the policies of the Board of  
20 Education effective March 1975. A member may use such force as is  
21 necessary to protect himself/herself, another member, or administrator, or  
22 student, or property from attack, physical abuse, or injury as specified in  
23 Board Policy.  
24
- 25 E. A copy of the Board policy covering Student Rights and Responsibilities  
26 will be posted in each building at the beginning of the school year.  
27
- 28 F. The Board agrees to reimburse members for loss or damage to eyeglasses  
29 or personal clothing incurred as a result of enforcing this student  
30 discipline policy, as long as the loss is confirmed by the building principal  
31 and occurs during regular school hours or while the member is  
32 performing assigned extracurricular activities.  
33
- 34 G. No action shall be taken on any complaint brought against a member  
35 unless the complaint is presented promptly in writing and signed by the  
36 complainant.  
37
- 38 H. As a general practice, when a general education classroom includes a  
39 Special Education student whose handicapping conditions include the  
40 necessity of regular or routine medical procedures or assistance with  
41 regular hygiene, the general education teacher will not be required to  
42 provide these services. In such cases the district will make arrangements  
43 for such services.  
44

1 Nothing contained herein shall limit or define the teacher's responsibility  
2 in a medical or personal hygiene emergency. It is understood that a  
3 general education teacher may be required to receive the necessary  
4 training, at the district's expense.  
5

6 ARTICLE XIII  
7 PROFESSIONAL RESPONSIBILITIES  
8

- 9 A. Members are expected to comply with reasonable rules, regulations and  
10 directions from time to time adopted by the Board or its representatives,  
11 which are consistent with the provisions of this Agreement, provided that  
12 a member may reasonably refuse to carry out an order which threatens  
13 physical safety, well-being, or is professionally demeaning.  
14
- 15 B. The Association recognizes that abuses of sick leave or other leaves,  
16 chronic tardiness, or absence, willful deficiencies in professional  
17 performance, or other violations of discipline by a member reflect  
18 adversely upon the teaching profession and create undesirable conditions  
19 in the school building. The Association will use its best efforts to correct  
20 breaches of professional behavior by any member and in appropriate  
21 cases may institute proceedings against the offending member.  
22
- 23 C. Nothing herein is to be construed as limiting the Board and  
24 Administration in its administrative rights within the school system.  
25

26 ARTICLE XIV  
27 PROFESSIONAL COMPENSATION  
28

- 29 A. Military Service  
30
- 31 1. Military service may be classified for salary purposes as full  
32 teaching service if the member  
33 a. Taught previous to entering service;  
34 b. Completed Michigan requirements for practice teaching  
35 previous to service;  
36 c. Held a teaching certificate previous to service.  
37
- 38 2. Nothing in this section on Military Service is to be construed as  
39 denying privileges granted under this section to persons employed  
40 prior to the signing date of this Agreement.  
41
- 42 B. Non-Degree Vocationally Certificated Members shall be paid according to  
43 the following schedule:  
44

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

3  
4 C.       Certified nurses shall be paid in accordance with the above Section B.

5  
6 D.       Newly hired or returning teachers accepting responsibility for seventy-  
7 five (75) working days of teaching will be advanced to the next salary step  
8 at the beginning of the next teaching year.

9  
10 E.       Credit from Other Schools - Effective September 1, 1999, up to ten (10)  
11 years' credit may be given to teachers who enter Sault Ste. Marie Public  
12 Schools for previous teaching or work experience, as judged by the  
13 District. A major fraction of a year's experience is considered full-time.

14  
15 F.       Transcripts shall accompany written requests for advancements on the  
16 salary schedule because of additional college credit hours from a  
17 regionally accredited college. Such requests and transcripts may be  
18 submitted to the personnel office at any time. Salary adjustments will be  
19 effective the first day of the semester following submission of proof of  
20 successful completion of college credit hours. The salary adjustment shall  
21 be prorated over the remaining pay periods of the semester and adjusted  
22 statements of salary shall be sent to said teacher.

23  
24           A teacher who notifies the personnel office of successful completion of  
25 college credit hours prior to the beginning of either semester but who has  
26 not received grades or transcripts due to circumstances beyond their  
27 control shall be treated as if they had when the grades and transcripts  
28 arrive and are submitted to the personnel office.

29  
30 G.       Payroll will be by direct deposit to the local financial institution(s) of the  
31 member's choosing. If the member desires to send deposits to more than  
32 three (3) accounts, the member will pay any additional costs for the  
33 additional deposits. The Direct Deposit will be made the workday before  
34 payday if a payday falls on a holiday. The members payroll statement  
35 will be issued or made available for individual pick up on or before the  
36 date of payment. The Administration agrees to provide a copy of a print-  
37 out to the Association by the end of each month, which will include the  
38 following information for each teacher: Name and social security number,  
39 SEA and MEA dues deductions for current pay, month, quarter and year-  
40 to-date.

41  
42 H.       Members may volunteer to substitute in their major or minor areas when  
43 asked, and further may be asked to substitute in non-major/minor areas if  
44 no qualified classroom internal substitute is available for a given area. In  
45 the event of an extreme emergency, the administrator in charge of a



1 building or program may direct a member to substitute in the case of a  
2 serious injury, illness, or critical family situation. However, when a  
3 substitute is needed for one-half day or more, every effort will be made to  
4 obtain an external substitute. Internal subbing will be paid for at the rate  
5 of \$.001 of the base salary per class period.  
6

7 I. Sixth Hour Salary - A member in the secondary schools who is required to  
8 teach an additional period beyond the normal assignment shall be paid an  
9 extra percent of his/her normal base salary. The percentage shall be based  
10 on their normal schedule: 6 period day 16%; 7 period day 14%; 8 period  
11 day 12%.  
12

13 J. The Administration will indicate on the check stub the member's sick  
14 leave accrual and use during the pay period, and the current balance.  
15

16 K. Special Education teachers working an extended school year will be paid  
17 per diem of their current salary.  
18

19 L. Insurance Benefits - The following insurance benefits are made available  
20 by the Board to the members:  
21

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

28 A. Employees electing health insurance shall receive the  
29 benefits listed in Plan A.  
30

31  
32 PLAN A:

33 Health	As selected by the SEA Leadership.
34 Long Term Disability	66 2/3%
35	\$5,000 maximum
36	90 calendar days - modified fill
37	Freeze on offsets
38	Alcoholism/drug addiction 2 year
39	Mental/nervous 2 year
40	
41 Delta Dental	Auto+008 (100:90/90/90:\$1,500) with Adult ortho
42	Delta Dental Class I, II, III annual maximum
43	\$1,500
44	
45 Negotiated Life	\$50,000 AD &D

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Vision VSP-3+

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

PLAN B:

- Long Term Disability 66 2/3%  
\$5,000 maximum  
90 calendar days - modified fill  
Freeze on offsets  
Alcoholism/drug addiction 2 year  
Mental/nervous 2 year
- Delta Dental Auto+008 (100:90/90/90: \$1,500) with Adult ortho  
Delta Dental Class I, II, III annual maximum  
\$1,500
- Negotiated Life \$50,000 AD &D

Vision VSP-3+

2. Where applicable internal and external coordination of benefits (COB) will be included for all bargaining unit members and their eligible dependents as defined by MESSA.
3. The Board agrees to establish a qualified Section 125 Cafeteria Plan, and, upon application by employees not taking health insurance, agrees to pay an amount equal to the single subscriber premium for Choices II health insurance as salary in lieu of health insurance. The amount of the cash payment received may be applied by the bargaining unit member to a Tax-Deferred Annuity or other variable option. To elect a Tax-Deferred Annuity or other variable option, the bargaining unit member shall enter into a salary reduction agreement. An open enrollment period shall be provided whenever premium subsidy amounts change for the group.
4. In the event the said options become taxable, the Board shall not be liable for said taxes.
5. Cap for District payments on Insurance Benefit. Employees shall pay a co-pay toward the cost of the insurance to make up any amount above the district cap. This employee co-pay shall be annualized and paid over all pay periods of the school year.

1 Insurance Caps for health insurance:

2	PAK A	Single	\$ 458.33 monthly
3		2-person	\$916.66 monthly
4		Family	\$1,250.00 monthly

5  
6 Insurance Co-pays will be as follows:

7 Spread over all pays (21 or 26)

8	Single	\$62.23 month	\$35.57 (21)	\$ 28.73 (26)
9	2-person	\$252.73 month	\$144.42 (21)	\$116.65 (26)
10	Family	\$49.15 month	\$28.09 (21)	\$ 22.69 (26)

11  
12 ~~10% for~~ Pak B Monthly Cash-in-lieu of \$540 for teachers hired  
13 before 1/1/2013

14 Monthly Cash-in-lieu of \$400 for teachers hired after 1/1/2013

15 Co-pay (Pak A or B) for Vision/Dental/LTD/Life

16	Single	\$8.11 month	\$ 4.63 (21)	\$3.74 (26)
17	2-person	\$12.83 month	\$ 7.33 (21)	\$5.92 (26)
18	Family	\$19.45 month	\$11.11 (21)	\$8.98 (26)

19  
20 Co-pays shall be calculated for insurance costs from July 1 – June 30  
21 and be spread over the September – August pays.

22  
23  
24 The union reserves the right to modify the insurance coverage or change  
25 carriers subject to the insurance caps listed above. Any changes in the  
26 insurance coverage/cost that results in savings will be 100% applied to the  
27 teachers co-pay effective the month the change is implemented. The  
28 union leadership shall have the option each August to adjust and smooth  
29 co-pay amounts given a net zero cost to the district. The cap amounts  
30 listed include district payments to HSA's and premium payments.

31  
32 Effective January 1, 2013, members will have the option to switch to  
33 MESSA ABC Plan 1. The cost including pre-funding will be subject to the  
34 Health Insurance Caps.

35  
36 For those selecting HSA, the HSA will be pre-funded in January for five  
37 (5) months, then five (5) more in June, then two (2) months in November.  
38 Starting in 2014, the HSA will be pre-funded quarterly. More details and  
39 information on the ABC Plan 1 with the HSA to come prior to December.

- 40  
41 M. Those individuals employed from September through June shall have all  
42 contractual insurance benefits paid through August for a period of twelve  
43 (12) months. Individuals under contract for less than a full year shall have  
44 their insurance premiums paid by the Board on a pro-rated basis for that  
45 period of the contractual year actually worked.

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

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

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

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

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

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

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

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

3. This section is not subject to grievance procedures.

S. Union dues will be spread and paid over all pay periods.

T. Number of Pays – all new hires must take 26 pays going forward. Anyone currently on or changing to 26 pays must stay on 26 pays. Staff currently

1 on 21 pays may stay on 21 pays; if they change to 26 at some point, no  
2 going back to 21 pays.  
3

4 ARTICLE XV  
5 LEAVE PAY  
6

7 A. SICK LEAVE  
8

9 1. A first year member may get full pay and full sick leave each pay  
10 period if he/she stays the full contract year. Any member leaving  
11 before the full year contract will only be credited with a  
12 proportioned amount of earned sick leave. If sick leave exceeds  
13 earned sick leave, equivalent pay will be deducted. A member will  
14 be allowed one and one-half (1 1/2) sick leave days per school  
15 month. Sick leave shall be sixteen (16) days per year, three of  
16 which may be used for personal leave. Sick leave will be unlimited  
17 in accumulation as of the school year 1978-79. New hires after  
18 January 1, 2013 will receive twelve (12) sick leave days per year.  
19

20 2. Sick leave days will be taken in blocks of one-half (1/2) days.  
21

22 B. Only personal illness or disability and/or emergency medical procedures  
23 are covered by this sick leave policy. Routine health examinations, dental  
24 appointments, or surgical procedures that might appropriately be  
25 scheduled during vacation periods shall not be covered during a regular,  
26 student attendance day.  
27

28 C. Anticipated Prolonged Disability Leave. In the case of an anticipated  
29 prolonged disability leave covered under this provision (i.e., heart by  
30 pass, pregnancy, etc.), the member may be requested by the  
31 administration to provide a physician's statement that there is no medical  
32 reason why the member cannot continue to perform services until the  
33 beginning date of the leave.  
34

35 The member shall be eligible to return from an anticipated prolonged  
36 disability leave upon filing a physician's statement that the member is  
37 physically fit for full-time employment.  
38

39 D. At the recommendation of the Superintendent, the Board may require a  
40 member to submit to an examination by appropriate specialist(s), selected  
41 by the member and paid by the Board, to determine whether involuntary  
42 sick leave or retirement is warranted. The Board may require a second  
43 opinion from a Board appointed specialist at Board expense. The  
44 examining specialist(s) shall forward the results of examinations at Board

1 expense to the Board. The member must sign a waiver authorizing release  
2 of results of these examinations to the Board.

3  
4 E. In the event of absence of a member for illness in excess of four (4)  
5 consecutive working days, the Board may require the member to present a  
6 physician's verification of illness unless the school nurse has verified it.  
7 This is not to preclude the right of the Board to provide for school nurse  
8 visitation at any time.

9  
10 F. In the event that twenty percent (20%) of the members shall claim sick  
11 leave on a given day; the Board shall have the right to request such  
12 verification for that given day.

13  
14 G. Prior to the beginning of each school year, the Board shall provide to each  
15 member an up-to-date account of his/her accumulated sick leave.

16  
17 H. Sick Bank – A sick bank is established consisting of two (2) days per full-  
18 time equated positions of the participating teaching staff. Two (2) days  
19 will be contributed by each teacher opting in.

20  
21 1. No additional days will be added to the sick bank if, by June 30 of any  
22 one year, the bank contains eighty (80) or more days. In this case, the  
23 district will notify staff by the beginning of the next school year via e-  
24 mail and teachers will have two (2) weeks to opt in by contributing  
25 two (2) additional days or opt out.

26  
27 2. Every contributing teacher is eligible to borrow from the sick bank  
28 when all of his/her paid leave days (sick and personal) are depleted.  
29 This eligibility will last until the next open enrollment where teachers  
30 will have the option to stay in or opt out. Use of the sick bank shall  
31 require a minimum of three (3) consecutive or reoccurring (illness)  
32 days of absence before sick bank leave can be requested.

33  
34 3. This sick leave bank can only be utilized to qualify the teacher for  
35 LTD, Worker's compensation, to recover from personal illness, or  
36 illness of the member's immediate family (spouse or child).

37  
38 4. Teachers who use this sick bank are limited to a maximum of ninety  
39 (90) working days, within any consecutive ten (10) year period.

40  
41 5. Funeral leave shall not be drawn from the sick bank.

42  
43 6. Upon borrowing days from the sick bank, the teacher is obligated to  
44 pay these sick days back to the bank at a rate of three (3) days per  
45 year.

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7. All sick days borrowed from the sick bank over and above ten (10) days shall require a statement from a physician or psychiatrist who is mutually acceptable to the Board and the Association.
8. In emergency cases where the sick bank is depleted during the school year, the Association shall have the authority to assess the teachers the needed days to replenish the bank. In this case, the district will notify staff via e-mail and provide two (2) weeks to opt in or out.
9. If, upon retirement, a person owes days to the sick bank, this debt shall be cancelled. If upon leaving the Sault Area Public School system a person owes days to the sick bank, these days shall be taken from his/her accumulated sick leave to the extent he/she borrowed and the remainder, if any, shall be cancelled.
10. The sick leave bank shall be administered by a committee of four (4) persons: two (2) persons appointed by the Superintendent of Schools and two (2) persons appointed by the Association President.
11. Teachers shall make application in written form to the committee.
12. Committee members will sign a confidentiality form.
13. Alternate committee member will be appointed as needed to avoid conflict of interest.
14. All requests for use of days from the sick leave bank are subject to the approval of the committee. This issue is not subject to the grievance procedure.
15. All newly hired teachers will have two (2) weeks from their first work day to opt in on contributing to the Sick Bank.
16. For the first enrollment, teachers will be given a two (2) week window to opt in during the Spring of 2010 and a two (2) week window at the beginning of September 2010. After this first open enrollment period all future enrollment periods will be based on #1 and #8 above.

I. Worker's Compensation - Any member who is absent because of injury or disease compensable under Michigan Worker's Compensation Act shall receive from the board the difference between the allowance under the Act and his/her regular salary for a period of time that funds from his/her accumulated sick leave will provide.

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J. Personal Leave - The parties agree there may be personal conditions or circumstances, which may require member absenteeism for other reasons than heretofore mentioned. A personal leave day may be used for any purpose at the discretion of the member. The Board agrees that such leave shall be deducted from sick leave and may be used under the following conditions:

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

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

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

M. Additional Forms of Leave Available to Members:

1. A maximum of three (3) days per school year for family illness in the immediate family. The term immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, aunt and uncle of member, brother and sister-in-law, daughter and son-in-law, son



1 and daughter-in-law, and grandparents of member or spouse; this  
2 also includes a dependent living in the immediate household. The  
3 term household is interpreted as those who dwell under the same  
4 roof and comprise a family or domestic establishment.

5  
6 In a family emergency, a member may request two (2) additional  
7 family illness days to be deducted from sick leave. Granting of  
8 such days will be the prerogative of the Superintendent or designee  
9 and the decision will not be subject to the grievance procedure.

10  
11 2. A maximum of five (5) days for each death in the immediate family  
12 or household. The term immediate family shall be interpreted as  
13 husband, wife, mother, father, brother, sister, children,  
14 grandchildren, father and mother-in-law, aunt and uncle of  
15 member, brother and sister-in-law, daughter and son-in-law, son  
16 and daughter-in-law, and grandparents of member or spouse. This  
17 also includes a dependent living in the immediate household. The  
18 term household is interpreted as those who dwell under the same  
19 roof and comprise a family or a domestic establishment.

20  
21 3. A maximum of ten (10) days per school year for members called  
22 into temporary active duty of any unit of the U.S. Reserves or the  
23 Michigan National Guard provided such obligations cannot be  
24 fulfilled on days when school is not in session.

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26 4. A member called for jury duty or to give testimony before any  
27 judicial or administrative tribunal shall be compensated for the  
28 difference between the teaching pay and the pay received for the  
29 performance of such obligation.

30  
31 N. Sabbatical Leave - Members who have been employed in the Sault Ste.  
32 Marie Public Schools for seven (7) years may be granted a sabbatical leave  
33 for one (1) year. During said sabbatical leave, the member shall be  
34 considered to be in the employ of the Board and shall be paid his/her full  
35 annual salary rate. Said pay will be administered through a bank loan  
36 under rules and regulations to be established by the Board with loan  
37 forgiveness to the member at the rate of month return to work for month  
38 on leave, wherein the member shall be forgiven said loan in full upon  
39 completion of the number of months service return to the school district as  
40 granted in the leave. Any period spent on sabbatical leave shall be treated  
41 as teaching service for the purposes of applying the salary schedule set  
42 forth in this Agreement. The Board shall establish rules and regulations  
43 and determine the amount of appropriation for this purpose. It is agreed  
44 that sabbatical leaves shall be granted for members to pursue study or

1 research in their particular field of employment in the Sault Ste. Marie  
2 Area Public Schools.

3  
4 O. Professional Association Leave - Recognizing that compatible and fruitful  
5 relationships between the Board and the Association result when each is  
6 fully informed and suitably knowledgeable, the Board agrees that those  
7 members who are members of the State Board of Directors of the  
8 Association, State Committees of the Association, and State Commissions  
9 of the Association shall receive professional association leave consistent  
10 with the Master Agreement. This shall also apply to similar offices in the  
11 National Education Association and the local association.

12  
13 1. Leave with pay shall be authorized not to exceed two (2) days for  
14 one (1) delegate for each 150 members or major fraction thereof to  
15 represent the members at the Annual Representative Assembly of  
16 the State Association.

17  
18 Leave days shall be limited to fifty (50) per year excluding those  
19 days used by the Association President. No member shall use more  
20 than ten (10) days per year with the exception of the Association  
21 President's unlimited leave days unless the Superintendent grants  
22 prior approval.

23  
24 2. The Association shall take the responsibility for paying the amount  
25 of any substitute's salary in such cases. The Superintendent will  
26 determine in all above cases whether the substitute is satisfactory  
27 for a particular member.

28  
29 Professional Development Days shall not be included in the above  
30 limitations.

31  
32 3. The Board will grant the Association President released time from  
33 teaching duties upon the President's request to the Superintendent.  
34 The Board will bill the Association the full cost of substitute time  
35 while the President is released from regular teaching duties.

36  
37 P. Professional Leave for Curriculum and Education Purposes - Members  
38 may be granted a leave of absence with pay for administration - approved  
39 visitations at other schools or attending meetings or conferences of an  
40 educational nature. The number of members allowed to leave at any one  
41 time will be within the discretion of the administration. Such leave is  
42 intended to include educational conferences as they may be conducted by  
43 the MEA, NEA, Department of Education, subject matter departments,  
44 and others that are normally recognized within our State.

1 Q. Athletic Leave – An athletic leave day may be used for any sports related  
2 purpose at the discretion of the member. The Board agrees that such leave  
3 shall be deducted from sick leave and may be used under the following  
4 conditions:

- 5
- 6 1. Members will receive one (1) Athletic Leave day per sport coached  
7 per year.  
8
- 9 2. Personal/Athletic Leave Days shall be restricted to use by no more  
10 than 20% of a building's staff per day. The restricted number can  
11 be no less than two (2) to use by no more than 20% of a building's  
12 staff per day. The restricted number can be no less than two (2) in  
13 buildings with small numbers of staff.  
14
- 15 3. During the months of May and June, Personal/Athletic Leave Days  
16 shall be restricted to use by no more than ten percent (10%) of a  
17 building's staff per day, unless certified and qualified substitutes  
18 are available, in which case up to twenty percent (20%) of a  
19 buildings staff may be granted time off on Personal/Athletic Leave  
20 per day. The restricted number can be no less than two (2) to use  
21 by no more than twenty percent (20%) of a building's staff per day.  
22 The restricted number can be no less than two (2) in buildings with  
23 small numbers of staff.  
24

25 Article XV – Leave Pay, Sections J and K also apply to Athletic Leave.

26  
27 It is understood that this applies to all staff who are being paid to coach or  
28 assist with coaching during a given year. Athletic Leave Days do not  
29 carry over from one year to the next unless planned in advance for a  
30 specific purpose and approved by the Athletic Director.  
31

32 R. The Association hereby agrees to encourage, maintain, and establish  
33 ethical standards on the use of sick leave, personal business leave, family  
34 critical illness leave, and related forms of leave.  
35

36 ARTICLE XVI  
37 LEAVE OF ABSENCE WITHOUT PAY  
38

39 A. Permanent members covered by this Agreement shall have the right to  
40 make application to the Superintendent or his/her designate for a leave of  
41 absence without pay. Granting of such leave shall be at the sole discretion  
42 of the school district.  
43

44 It is further understood that such leave shall not be granted for the first or  
45 last day of the school year, nor on the first working days preceding or

1 following a vacation period or holiday, except in cases of extreme  
2 emergency. The member must have the approval of the immediate  
3 supervisor on such emergency leaves.  
4

5 If the leave is granted, seniority shall be retained and accumulated during  
6 the period of leave.  
7

8 During any leave of absence without pay of more than fifteen (15)  
9 consecutive calendar days, a member will not accrue leave credit or  
10 seniority. A member will no longer be eligible for Board paid fringe  
11 benefits including but not limited to hospitalization. The member may  
12 continue coverage at his or her own expense.  
13

14 Leave of absence less than fifteen (15) days shall not be subject to this  
15 clause.  
16

17 B. Return From Leave - Upon return of the member from leave, all benefits  
18 accrued before leave will be restored. Sixty (60) days prior to expiration of  
19 the leave the member will notify the Superintendent in writing of his/her  
20 intentions. Failure to do so shall be considered as resigning from service  
21 in the district, and may prevent the reinstatement. The Superintendent,  
22 upon notification, will take the necessary steps to complete the  
23 termination of leave. A member, upon return from leave, shall be restored  
24 to his/her former position if vacant and available or be assigned to  
25 another position for which he/she is qualified.  
26

27 C. Any member who while on leave of absence takes employment as a  
28 member in another district or in any other way violates the terms of  
29 his/her leave shall be deemed to have terminated his/her relationship  
30 with the Sault Ste. Marie Area Public Schools and there shall be no further  
31 obligation upon the Board.  
32

33 D. Childcare Leave  
34

35 1. Childcare leave without pay is available to any bargaining unit  
36 member upon request. The length of the leave shall not exceed one  
37 (1) year, renewable at the discretion of the Board. The purpose of  
38 Childcare Leave shall be for caring for a newborn child, an adopted  
39 child, or a seriously ill child.  
40

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

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

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

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

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

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

E. Political Leave - The Board may grant a leave of absence without pay to any member to campaign for a public office if consistent with Board policies on leaves. However, if such campaign is successful and the member must hold office for more than one (1) year, he/she will be considered to have resigned his/her position. A member elected to a public office, such as a City Commissioner, which meets regularly in the evening may on occasion be required or invited to attend special functions of said body. Permission to attend such events may be granted by the Superintendent at no cost to the school district when advanced notice is given. The Board and the Association recognize this as a civic responsibility. Similar leaves may be granted by the Superintendent for other civic functions. When approved by the Superintendent and by board action, the member may be allowed to retain seniority (frozen) while on extended Political Leave for up to four (4) years at a time. It will be the member's responsibility to request such approval prior to the election/appointment. When returning from extended Political Leave, the member will be considered for open positions that they are certified and qualified for in accordance with the current board policy on teacher placement.

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

1. Study related to the member's certification field.

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2. Study to meet eligibility requirements for certification other than that held by the member.
3. Study, research, or special teaching assignment involving probable advantage to the school system.
4. Any other reason approved in advance by the Superintendent of Schools.

- G. State Association Leave - Members who are officers of the State Association may be granted a leave of absence without pay for not more than three (3) school years if requested or suitable leave may be worked out mutually at the request of the member. Members who become full-time members of the Association professional staff may be granted leave of absence for not more than one (1) year without pay if consistent with Board policies on leaves of absence.
- H. Insurance may be continued at the expense of the teacher for the duration of the leave at group rates.

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.

2012/13      170 student days      1103 hours      176 teacher days

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

Staff hired after 1/1/2013 will be required to attend three (3) summer professional development days in addition to the days listed above as part of their regular school year.

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.

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- 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.

C. Structure

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

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

D. Procedure

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

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

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

Procedure No. 1

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

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

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

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

The arbitration proceeding shall be conducted by an arbitrator to be selected by the parties in accordance with the rules and procedures of the American Arbitration Association. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested to provide a list of seven arbitrators. Both the District and the Association shall have the right to strike three names from the panel. The District shall strike the first name; the Association shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator. Expenses for the arbitrator's services and the proceedings shall be borne equally between the Board and the Association.

E. Rights of Representation



1 Any party of interest may be represented at all meetings and all hearings  
2 at any level of the grievance procedure by another member or another  
3 person;

4  
5 Provided, however, that any member may in no event be represented by a  
6 person acting as an officer, agent, or other representative of any  
7 organization other than the Association;

8  
9 Provided further, that when the Association does not represent a member,  
10 the Association shall have the right to be present and to state its views at  
11 all stages of the grievance process.

12  
13 F. Miscellaneous

14  
15 1. A grievance may be withdrawn at any level without prejudice.  
16 However, if in the judgment of the Association representative the  
17 grievance affects a group of members, the Association may present  
18 the grievance at the appropriate level.

19  
20 2. A grievance and the disposition of the grievance at Level One shall  
21 be placed in writing. Decisions rendered at all levels shall be in  
22 writing and promptly shall be transmitted to the person who signs  
23 the grievance.

24  
25 3. No reprisals of any kind shall be taken by or against any party of  
26 interest or any participant in the grievance procedure by reason of  
27 such participation except that such participation shall not give  
28 immunity for wrongdoings, professional ethics violations, or any  
29 other charges that may result from information disclosed during  
30 the grievance procedure.

31  
32 4. Forms for filing and processing grievances shall be designed by the  
33 Board and the Association, shall be prepared by the  
34 Superintendent, and shall be given appropriate distribution so as to  
35 facilitate the operation of the grievance procedure.

36  
37 5. Access shall be given to all parties on a "need-to-know" basis to  
38 information necessary for the determination and processing of the  
39 grievance.

40  
41 6. The following matters shall not be the basis of any grievance filed  
42 under the procedure outlined in this Article:

43  
44 a. The termination of service or failure to re-employ any  
45 probationary member.

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- b. Any claim or complaint for which there is another remedial procedure or form established by law or by regulation having the force of law, including any matter subject to the procedures, specified in the Teacher Tenure Act (ACT IV of Public Acts, Extra Session, 1937 of Michigan, as amended).
  
- 7. If a member does not file a grievance, in writing, within fifteen (15) days after the occurrence, then the grievance shall be considered as waived. Administration may, upon request of the aggrieved person or his/her representative, waive this section on behalf of the member.
  
- 8. Failure of Administration to answer at any level within the period automatically allows the aggrieved person to process his/her grievance to the next level. Failure to process the grievance to the next level within fifteen (15) days after initially filing a grievance at the level automatically waives the grievance.
  
- 9. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with the assignment of duties; provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a member participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.

ARTICLE XIX  
CURRICULUM REVIEW COMMITTEE

- A. The Board will, through the District School Improvement Team, provide for the carrying out of the determination of curriculum and curriculum revision through a careful evaluation of professional recommendations of the teaching staff by working both with individual members and appropriate member groups. Nominations for memberships on special curriculum study groups may be provided by the Association upon request of Administration.
  
- B. The School Improvement Team shall recommend that appropriate representation of members shall be appointed to serve as part of the professional development committee via the E.U.P.I.S.D. Said members shall be provided appropriate release time.

1 C. Building School Improvement Teams may be established for each building  
2 in the district. The size, composition, and scope of the team shall be  
3 determined by each building, with the approval of the Superintendent.  
4

5 D. The district will apply for SB-CE's to be provided for attending SEA  
6 members for at least 60% of the District PD days.  
7  
8  
9

10 ARTICLE XX  
11 NEGOTIATION PROCEDURES  
12

13 A. It is contemplated that terms and conditions of employment provided in  
14 this Agreement shall remain in effect until altered by mutual agreement in  
15 writing between the parties. Nevertheless, because of the special nature of  
16 public educational process, it is likewise recognized that matters may  
17 from time to time arise of vital mutual concern of the parties, which have  
18 not been fully or adequately negotiated between them. It is in the public  
19 interest that the opportunity for mutual discussion of such matters be  
20 provided. The parties accordingly undertake to cooperate in arranging  
21 meetings, selecting representatives for discussion, furnishing necessary  
22 information, and otherwise constructively considering and resolving any  
23 such matters. Either party may request discussions leading to the  
24 resolution of specific matters.  
25

26 B. Neither party in any negotiations shall have any control over the selection  
27 of the negotiating or bargaining representatives of the other party and  
28 each party may select its representatives from within or outside the school  
29 district. While the Association and the Board shall execute no final  
30 agreement without ratification, the parties mutually pledge that their  
31 representatives will be clothed with all necessary power and authority to  
32 make proposals, consider proposals, and make concessions in the course  
33 of negotiations.  
34

35 C. If the parties fail to reach an agreement in any such negotiations either  
36 party may invoke the Labor Mediation's machinery of the State Labor  
37 Mediation Board at any time it may so deem it or at the termination of the  
38 Agreement may take any other lawful measures it may deem appropriate.  
39

40 D. It is contemplated that terms and conditions of employment provided in  
41 this Agreement shall remain in effect until altered by mutual agreement in  
42 writing between the parties. Nevertheless, because of the special nature of  
43 the public educational process, it is likewise recognized that matters may  
44 from time to time arise of vital concern to the parties that have been fully  
45 or adequately negotiated between them, such as School Improvement

1 Plans and/or Site Based Decision Making. It is in the public interest that  
2 the opportunity for mutual discussion of such matters be provided. The  
3 parties accordingly undertake to cooperate in arranging meetings,  
4 selecting representatives for discussion, furnishing necessary information,  
5 and otherwise constructively considering and resolving any such matters.  
6

- 7 E. This Agreement supersedes and cancels all previous agreements, verbal or  
8 written, or based on alleged practices, between the parties. This includes  
9 any letters of agreement not attached hereto. Any amendment or  
10 agreement supplemental hereto shall not be binding upon either party  
11 unless executed in writing by the parties hereto.  
12

13 ARTICLE XXI  
14 ACADEMIC FREEDOM  
15

16 We believe that students should be exposed to real life learning situations in  
17 order to develop standards and values that equip them to make mature decisions  
18 in adult life. This involves dealing with controversial and/or accepted issues,  
19 which will be presented in a professional manner. We believe it desirable that the  
20 Administration should be informed and that there should be communication  
21 between member and Administration.  
22

23 ARTICLE XXII  
24 MAINTENANCE OF STANDARDS  
25

26 All conditions of employment and professional performance shall be maintained  
27 at no less than the highest minimum standards in effect in the district at the time  
28 this Agreement is signed.  
29

30 ARTICLE XXIII  
31 MISCELLANEOUS PROVISIONS  
32

- 33 A. This Agreement shall constitute the full and complete commitments  
34 between both parties and may be altered, changed, added to, deleted  
35 from, or modified only through the voluntary mutual consent of the  
36 parties in a written and signed amendment to this agreement.  
37  
38 B. Any individual contract with a member heretofore executed shall be  
39 expressly made subject to and consistent with the terms of this or  
40 subsequent agreements to be executed by the parties.  
41  
42 C. This Agreement shall supersede any rules, regulations, or practices of the  
43 Board, which shall be contrary to or inconsistent with its terms.  
44

- 1 D. If any provision of this Agreement or any application of the Agreement to
- 2 any member or group of members shall be found contrary to law, then
- 3 such provision or application shall not be deemed valid and subsisting
- 4 except to the extent permitted by law, but all other provisions or
- 5 applications shall continue in full force and effect.
- 6
- 7 E. No polygraph or lie detector device shall be used by the Board of
- 8 Education in any investigation of any teacher.
- 9
- 10 F. Copies of this Agreement shall be printed at the expense of both parties
- 11 and presented to all members now employed, hereafter employed, or
- 12 considered for employment by the Board.
- 13
- 14 G. An Emergency Manager appointed by law may reject, modify or
- 15 terminate the Agreement as provided by law. This clause is included in
- 16 this Agreement because it is legally required by state law. By signing this
- 17 Agreement, the Union does not waive any right it may have to challenge
- 18 whether this clause is binding upon the union or the employer. The union
- 19 reserves all rights to assert that this clause is unenforceable.
- 20

21 ARTICLE XXIV  
22 DURATION  
23

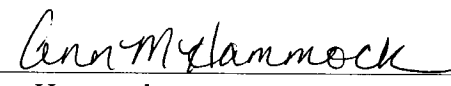
24 This Agreement shall remain in full force and effect until June 30, 2013, or until a  
25 new agreement is negotiated or ratified.

26  
27 IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and  
28 seals.

29  
30 SAULT STE. MARIE AREA PUBLIC SCHOOLS

SAULT EDUCATION ASSOCIATION, INC.

31  
32  
33 BY   
34 Dr. Timothy Hall

BY   
Ann Hammock

35  
36 DATE 11-9-12

DATE 11-9-12

37  
38  
39

BY:   
Andre Fortin

40  
41  
42  
43

DATE 11-9-12

APPENDIX A  
SAULT STE. MARIE AREA PUBLIC SCHOOLS  
SALARY SCHEDULE 2012-2013

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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	29,624	29,920	32,586	32,912	35,548
2	1.09	31,349	31,663	34,484	34,829	37,619
3	1.14	32,787	33,115	36,066	36,427	39,345
4	1.20	34,513	34,858	37,964	38,344	41,415
5	1.26	36,239	36,601	39,862	40,261	43,486
6	1.33	38,252	38,634	42,077	42,498	45,902
7	1.40	40,265	40,668	44,292	44,734	48,318
8	1.47	42,278	42,701	46,506	46,971	50,734
9	1.55	44,579	45,025	49,037	49,527	53,495
10	1.63	46,880	47,349	51,568	52,084	56,256
11	1.71	49,181	49,673	54,099	54,640	59,017
12	1.79	51,482	51,997	56,630	57,196	61,778
13	1.87	53,783	54,320	59,161	59,752	64,539
14	1.95	56,083	56,644	61,692	62,309	67,300
MTPP 1	.04639	2,602	2,628	2,862	2,890	3,122
MTPP 2	.07216	4,047	4,087	4,452	4,496	4,856
MTPP 3	.10309	5,782	5,839	6,360	6,423	6,938
32	1.92	55,221	55,773	60,743	61,350	66,265

BASE 28,760.72

Intervention Specialists and Truancy Officers: \$29,772 (1.005 of BA Step 1)

There will be vertical step movement for 2012-2013.

Master Teacher Presentation Pay (MTPP) will be available for three (3) years to teachers with 12 more years of service to the Sault Area Schools and calculated as below. The Master Teacher may not repeat MTPP and retirement is not required upon completion of MTPP.

- Yr 1 – Salary X 0.04639
- Yr 2 – Salary X 0.07216
- Yr 3 – Salary X 0.10309

The Master Teacher will prepare and present an after school professional development session on an educational topic related to their content area and

1 student achievement. The duration shall be limited to 1-3 hours and shall be  
2 schedule through the HR Department. Non-tenured teachers are required to  
3 attend at least two (2) Master Teacher Presentations per year when available.  
4

5 MTPP will be added to the teacher's annual salary.  
6

7 To be considered for MTPP, the teacher must have worked as a classroom  
8 teacher for the Sault Area Public Schools for a minimum of 12 years. The teacher  
9 shall request to be placed on MTPP in writing prior to the end of the semester it  
10 is to start. The MTPP placement shall be for three (3) consecutive years and not  
11 be renewable. At the completion of the third year of MTPP, the teacher will  
12 move to step 32. Teachers on step 32 are not eligible for MTPP pay.  
13

14 A teacher may request early placement to the third year of MTPP. To be  
15 considered for this, the teacher must already be receiving MTPP. The teacher  
16 must request to be placed on this third year level by January 31 of the current  
17 school year. Pay will be spread over remaining pays in the school year. The  
18 teacher is only eligible for the third year MTPP once and thus is non-renewable.  
19 After the third year MTPP pay the teacher will progress to Step 32. MTPP will  
20 not be considered a part of the Step system.  
21  
22

23 BA SCHEDULE - Must hold a degree from an accredited college or university.  
24

25 MA SCHEDULE - Must have a Master's Degree from an accredited university.  
26

27 6-YEAR SCHEDULE - Must meet all of the following requirements;

28 BA or BS Degree from an accredited college or university.

29 MA Degree from an accredited college or university.

30 A 6-Year Degree from an accredited college or university.

31 A teaching certificate from the State of Michigan in the area of competence.  
32

33 The twenty (20) semester hours beyond the BA and the MA Degree must be in  
34 the member's field of study or be applicable to an advanced degree. A member's  
35 field in secondary grades, 9-12, will be interpreted to mean a major or minor field  
36 of study or work towards an advanced degree in the field of study.  
37  
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APPENDIX B

RETIREMENT AND TERMINAL LEAVE

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

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



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APPENDIX C

CO-CURRICULAR ASSIGNMENTS

- A. The following extra pay for extra duties is for the complete responsibility associated with the designated extra duty and includes all pre-school work and work beyond the school day. Co-Curricular/Extra-Curricular experience shall be based on BA Step 1. Secondary music teachers shall be expected, as part of their teaching responsibilities, to assume the necessary and appropriate extra-curricular assignments as authorized.
- B. Extra curricular assignments are annual appointments.
- C. In filling vacancies under Appendix C - Co-Curricular assignments shall be assigned on the basis of comparative qualifications and merit without regard to membership in the bargaining unit. All positions will be posted for ten (10) days, except in case of extreme emergency.
- D. The Administrator's decision is final in the appointment to each reimbursed extra-curricular assignment as authorized for the school year. The listing of all positions under Appendix C is not authorization to have the position. The Board shall decide whether to have or not to have the position. Persons employed less than the length of the assignment shall have their pay prorated. Job descriptions will be provided by the appropriate principal and used for the purposes of evaluation.
- E. If the member is required, as part of the extra-curricular activity, to take the State of Michigan Bus Driver's School, said member shall be reimbursed tuition fees and expenses.
- F. Payment made for any newly created extra-curricular position shall be established based on competitive, comparative rates. There shall be written evidence of such agreements as to duties and compensation included in the separate added duty contract (non-tenure). Compensation by adjustment of teaching load is acceptable if so indicated in the additional duty contract and if it does not circumvent in any way the negotiated salary schedule.
- G. A person may accept partial or no payment for their co-curricular assignment by notifying the Personnel Office in writing. This may only occur after having a specific assignment for three (3) years or more.

1	H.	<b>Category I</b>		<b>Category II</b>	
2		(17%)		(13%)	
3					
4		Varsity Head Football		Varsity Assistant Football	
5		Varsity Head Basketball		J.V. Head Football	
6		Varsity Head Hockey		J.V. Head Basketball	
7		High School and Middle		Head Swimming (both M & F)	
8		Band Director		Head Varsity Volleyball	
9				Assistant Varsity Hockey	
10					
11		<b>Category III</b>		<b>Category IV</b>	
12		(10%)		(7%)	
13					
14		J.V. Asst. Football		Freshman Basketball	
15		Varsity Head Track		Varsity Cheerleading	
16		Varsity Head Wrestling		Freshman Football	
17		Varsity Head Baseball		Asst. Freshman Football	
18		Varsity Head Softball		Head Cross-Country	
19		Varsity Soccer		Varsity Asst. Track	
20				J.V. Volleyball	
21				Assistant Wrestling	
22				J.V. Baseball	
23				J.V. Softball	
24				Frosh Volleyball	
25				Head Golf	
26					
27					
28		<b>Category V.</b>		<b>Category VI</b>	
29		(5%)		(3%)	
30					
31		High School Pom Pon		Varsity Rifle Team	
32		7th & 8th Grade Volleyball		Hockey Cheerleading	
33		All 7th & 8th Grade Track		Cheerleading - 7th and 8th Grade	
34		*Middle School Basketball			
35					
36		*Middle School basketball coaches currently in place as of January 1, 2006			
37		will receive 7% under the old contract.			
38					
39					
40	I.	All percentages are based on the BA Step 1 Level of the negotiated salary			
41		schedule.			
42					
43		1. MUSICAL		NON-MUSICAL	
44		Director	4.5%	Director	4%
45		Producer	2%	Producer	2%

- 1 Band Director 2%
- 2
- 3 2. Publications - Yearbook or Newspaper:
- 4 High School - 8%; Middle 3%
- 5
- 6 3. High School Class Advisors: seniors 5%, juniors 4%, sophomores, &
- 7 freshman 3%, Vocational Youth Organizations 2.5%
- 8
- 9 4. Intramurals 4% per session
- 10
- 11 5. Student Council 4%; Middle 2%
- 12
- 13 6. Internal Substitute Rate .001/per period
- 14
- 15 7. Quiz Bowl 3%
- 16
- 17 8. Driver Education .0008/per hour
- 18
- 19 9. Summer School/JTPA .001/per hour
- 20
- 21 10. Summer School Intervention Specialist .00078/hour
- 22
- 23 11. Lunch Room (noon hour) Supervisor .0007/hour
- 24
- 25 12. Athletic Events Supervisor .0005/hour
- 26
- 27 13. Tutoring .0007/hour
- 28
- 29 14. Programming-Networking .001/hour
- 30
- 31 15. Current IRS rate of reimbursement for travel expense (mileage)
- 32
- 33 16. Curriculum Coordination - Range of 4-7% of individual's salary
- 34 based upon number of F.T.E. staff members in department.
- 35
- 36 17. After school detention as directed by administration .0007/hour.
- 37
- 38 18. National Honor Society Advisor 3.5%
- 39

**SCHOOL CALENDAR 2012-2013**

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August In-service 1 (3 Elementary Buildings)	Aug 27 (Monday)
August In-service 1 (3 Secondary Buildings)	Aug 28 (Tuesday)
August In-service 2 (no students)	Aug 29 (Wednesday)
Teacher Workday/Opening Meeting	Aug 30 (Thursday)
Labor Day	Sept. 03
First Student Day	Sept. 04
<b>November PD day 3 (no students)</b>	<b>November 6 (Tuesday Election Day)</b>
Thanksgiving Break (1/2 day)	Nov. 21
No School	Nov. 22-23
Christmas Break	Dec. 24- Jan. 4
School Resumes	Jan. 7 Monday
End of First Semester ( 1/2 day students a.m./teacher workday p.m.)	Jan. 17
End of Semester Day (no students)	Jan. 18
<b>February In-service 4 (no students)</b>	<b>Feb 15 Friday</b>
Winter Break Day (no school)	Feb 18 Monday (Presidents Day)
Spring Break	March 29
<b>April In-service 5 (no students)</b>	<b>April 8 Monday</b>
School Resumes	April 9 (Tuesday)
Easter Break	included above
Memorial Day	May 27
Students Last Day (1/2 day A.M.)	May 31
Teacher Work Day (P.M.)	May 31

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

- E. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. The Mentor Teacher may participate in the post-observation conferences with the beginning teacher and the principal if requested by the beginning teacher. Further, the Mentee shall not be called as a witness in any grievance or administrative hearing involving the Mentor Teacher. This article does not apply to unethical, illegal or immoral activities on the part of either the Mentor or Mentee.
- F. Upon request, the administration may make available release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday and school calendar year. Where possible, the Mentor Teacher and Mentee shall be assigned common preparation time.
- G. Mentees shall be provided with a minimum of fifteen (15) days of professional development activities during their first three (3) years of classroom teaching. Such professional development activities will be chosen with concurrence of the Mentor Teacher, Mentee and Administration.
- H. Compensation for Mentor Teachers shall be as follows: Their per diem for five (5) days the first year, three (3) days the second year, and one (1) day for the third and last year of each mentor assignment.
- I. The Board and Association will both encourage single mentor-mentee assignments, and if new multiple mentorship assignments are approved, then compensation will be one-half (1/2) of the rate for the second or subsequent assignment.

APPENDIX F

INTERVENTION SPECIALIST/TRUANCY OFFICER

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- a. Compensation - 100.5% or 1.005 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