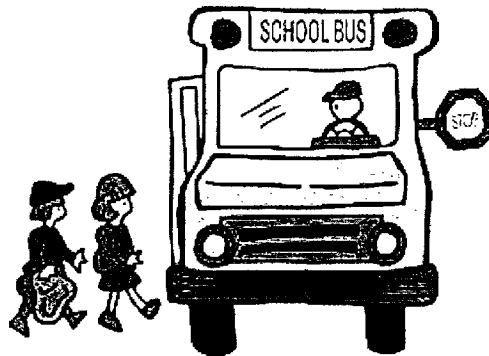


AGREEMENT
BETWEEN
SAULT STE. MARIE AREA PUBLIC SCHOOLS
BOARD OF EDUCATION
AND THE
SAULT EDUCATION ASSOCIATION



JULY 1, 2013 – JUNE 30, 2016

TABLE OF CONTENTS

| | | Page |
|---------------|---|------|
| Article I | Recognition | 1 |
| Article II | Member Rights | 1 |
| Article III | Board Rights | 5 |
| Article IV | Members' Hours | 6 |
| Article V | Emergency School Closing | 7 |
| Article VI | Teaching Loads and Assignments | 8 |
| Article VII | Working Conditions | 11 |
| Article VIII | Vacancies and Transfers | 13 |
| Article IX | Reduction in Personnel | 13 |
| Article X | Teacher Evaluation | 15 |
| Article XI | Protection of Members | 15 |
| Article XIII | Professional Compensation | 17 |
| Article XIV | Leave Pay | 22 |
| Article XV | Leave of Absence Without Pay | 29 |
| Article XVI | School Calendar | 32 |
| Article XVII | Grievance Procedure | 32 |
| Article XVIII | Curriculum Review Committee | 36 |
| Article XIX | Negotiation Procedures | 36 |
| Article XX | Academic Freedom | 37 |
| Article XXI | Maintenance of Standards | 37 |
| Article XXII | Miscellaneous Provisions | 38 |
| Article XXIII | Duration | 39 |
| Appendix A | Salary Schedule | 40 |
| Appendix B | Retirement and Terminal Leave | 42 |
| Appendix C | Co-Curricular Assignments | 43 |
| Appendix D | School Calendar | 46 |
| Appendix E | Mentor Teacher | 47 |
| Appendix F | Intervention Specialist/Truancy Officer | 49 |

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

AGREEMENT

This Agreement is entered into this 2nd day of August, 2013 (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, 2013 through June 30, 2016.

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. Membership in the union shall be voluntary and at no time shall membership in the union or

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

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

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

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

41
42 E. The following rights of members are also recognized by the Board:

43
44 1. Opportunities for in-service training.

- 1 2. Community privileges on a par with those enjoyed by other
2 respectable citizens.
- 3
- 4 3. Capable aid from principals, supervisory personnel, and special
5 services personnel.
- 6
- 7 4. Classroom facilities suitable for the type of learning desired and
8 creative of a pleasant atmosphere through cooperative efforts of
9 member and pupils.
- 10
- 11 5. Materials for instruction adequate for the work at hand and made
12 available at the time they are needed.
- 13
- 14 6. Participation in programs pointed toward improvement in
15 curriculum, methods, and policies, which may affect them. This
16 program shall include the selection of textbooks and other teaching
17 materials and aids.
- 18
- 19 F. A member will have the right to review the contents of all records,
20 excluding initial references of the district pertaining to said member,
21 originating after initial employment and to have a representative of the
22 Association accompany him/her in such review. Advanced arrangements
23 shall be made with the Board.
- 24
- 25 1. Copies of all adverse or critical materials placed in a member's files
26 will be sent to the member at the time the material is filed
27 (retroactive to July 1, 1976).
- 28
- 29 2. The member may submit a written notation regarding any material
30 in question; including complaints and the same shall be attached to
31 the file copy of the material in question.
- 32
- 33 3. If the member believes that material to be placed in his/her file is
34 inappropriate or in error, the member may receive adjustment
35 provided cause is shown through the grievance procedure
36 whereupon the material will be corrected or expunged from the
37 file.
- 38
- 39 4. If the member is asked to sign material placed in his/her file, such
40 signature shall be understood to indicate his/her awareness of the
41 material but in no instance shall said signature be interpreted to
42 mean agreement with the content of the material.
- 43
- 44 5. If a freedom of information act (FOIA) request is received for a
45 member's personnel file or personnel file information, the member

1 will be notified of the request when an administrator receives it. If
2 the member indicates in writing that he/she will challenge whether
3 the information is disclosable under the FOIA, the Board will
4 consider the matter an unusual circumstance and issue a notice of
5 extension for ten (10) days pursuant to MCLA 15.235 (2)(d).
6

7 G. INTERNET ACCEPTABLE USE
8

9 To provide an intellectual atmosphere that includes access to the Internet,
10 the Board and Association believe that all teachers should have the
11 opportunity to develop skills in using computer technology. Having
12 access to the Internet will allow the teacher to access and use the Internet
13 to transmit material, which is consistent with the educational goals of the
14 school district, as well as allow the teacher to access and transmit
15 appropriate material, to be used in the educational environment.
16

17 Whereas, the parties do recognize the educational value of Internet access
18 at school using district equipment they hereby agree to the following:
19

- 20 1. The parties seek to educate young people in the use of the Internet
21 as an assistive device to support student learning and achievement.
- 22 2. The parties recognize that in order to support student learning and
23 achievement the teacher must use the Internet access in a
24 responsible manner.
- 25 3. The parties agree that the classroom teacher(s) are released from
26 any liability based upon information retrieved from the Internet by
27 the student.
- 28 4. The parties agree that the use of the District's electronic resources is
29 for the purpose of (in order of priority): (a) Support of the academic
30 program; (b) Telecommunications; (c) General Information; (d)
31 Personal.
- 32 5. The parties agree that the District will periodically make
33 determinations on whether specific uses of the electronic resources
34 are consistent with the acceptable use practice of the school.
- 35 6. The District reserves all rights to any material stored in files which
36 are generally accessible to others and will remove any material,
37 which the District believes may be unlawful, obscene,
38 pornographic, abusive, or otherwise objectionable. Staff members
39 will not use his/her District-approved computer to obtain, view,
40 download, or otherwise gain access to such material.
41
42
43
44
45

ARTICLE III
BOARD RIGHTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of members and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

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

ARTICLE IV
MEMBERS' HOURS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

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

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

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

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

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.

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

38 ARTICLE V
39 EMERGENCY SCHOOL CLOSING
40

- 41 A. Both parties recognize the desirability of continuous and uninterrupted
42 operation of the instructional program during the normal school year and
43 the avoidance of disputes that threaten to interfere with such operations.
44 The Association agrees that it will not, during the period of this
45 Agreement, directly or indirectly, engage in or assist in any strike, as

1 defined by Section 1 of the Employees Relations Act, nor will the
2 Association, during the term of this Agreement, make sanctions.

3
4 B. The Board agrees that it will not, during the period of this Agreement,
5 directly or indirectly, engage in or assist in any unfair labor practice as
6 defined by Section 10 of the Public Employment Relations Act.

7
8 C. If, at any time during the life of this Agreement, it becomes lawful to
9 count as days of pupil instruction, days when pupil instruction is not
10 provided due to conditions not within the control of school authorities
11 such as due to severe storms, fires, epidemics or health conditions, it is
12 agreed that the following school closing provision shall become
13 immediately effective:

14
15 When weather, an act of God, or an employer directive forces the closing
16 of a school, teachers shall be excused from reporting to duty without loss
17 of pay. If it is necessary to require the scheduling of additional days of
18 student instruction to meet the 180-day requirements, the Administration
19 will meet with the Association to develop a mutually agreeable revised
20 calendar. If the parties cannot agree on a revised calendar, make-up days
21 will be added to the end of the school year. Low student attendance could
22 prevent the district from counting a student day toward the 180-day
23 requirement. In this event, if make-up days are scheduled for days that
24 school was in session, bargaining unit members will be paid for make-up
25 days at their per diem rate.

26
27 To the extent that any other provision of the collective bargaining
28 agreement, such as the school closing provision, school calendar or the
29 like, shall be inconsistent with the foregoing, such provisions shall be null
30 and void as to the extent of the inconsistency.

31
32 D. When an individual school building is closed, those members will not
33 have to report.

34
35 ARTICLE VI
36 TEACHING LOADS AND ASSIGNMENTS
37

38 A. The normal weekly teaching load to which a member is assigned shall
39 conform to generally accepted professional standards for the level of
40 teaching, the area of teaching, and the facilities available to the public
41 schools for the support of education.

42
43 B. Maximum class responsibilities shall be as follows:
44 Class size in the elementary grades shall be determined in the
45 following manner:

1 Elementary Class Sizes

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

5
6 Overload Language:

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

10
11 At the elementary level, Art, Music, and Physical Education teachers will
12 not be required to teach in excess of the time required for regular
13 elementary classroom teachers. Time to change classes and assignment is
14 included within teaching time.

15
16 Mainstreamed special education children, exclusive of students who
17 receive only speech services, will be divided between the appropriate
18 level classrooms instead of being placed in one room unless that is all that
19 is available.

20
21 C. A member who feels that his/her class size, which may be less than above
22 limits, demonstrably affects his/her ability to effectively teach may
23 request action from the Class Size Committee. Requests for action shall
24 follow this procedure: The member shall make the building principal
25 aware of the fact, in writing, that said member has a problem because of
26 class size. If the principal does not or cannot solve the problem, the
27 member or the Association may request action of the Class Size
28 Committee. The Association may not file a request without the consent of
29 the individual teacher.

30
31 D. Within five (5) days of the date that the above determined class sizes are
32 exceeded, the affected teacher along with a Building Representative may
33 contact the appropriate principal or immediate supervisor to consider
34 alternatives. If no mutually satisfactory solution is found within three
35 school days, the teacher may appeal to the Class Size Committee.

36
37 The Class Size Committee is to be made up of two (2) administrators
38 chosen by the Administration and two (2) members chosen by the
39 Executive Board of the Sault Education Association. There shall be
40 separate elementary and secondary committees. The Class Size
41 Committee shall meet within five (5) school days to determine how to
42 alleviate this situation.

43
44 E. The responsibility to convene the committee rests with the principal. All
45 individual decisions made by the committee as to the class size are to be

- 1 binding and implemented within a week of said decision, unless waived
2 by mutual consent of the SEA Board and the Administration. The
3 committee must reach a decision within two (2) weeks from the first date
4 the committee is convened.
5
- 6 F. In order to encourage innovation and/or to improve the educational
7 process, any building or level may change the teaching day, or parts of it,
8 hours of instruction, or class size, by mutual agreement between the Board
9 and the Association.
10
- 11 G. In the Middle School and High School where students change classes each
12 period, the teaching load shall be teaching five (5) of six (6) or six (6) of
13 seven (7) periods.
14
- 15 General Classroom: 150 students per day for a six (6) period day and 175
16 students per day for a seven (7) period day, thirty (30) students per class.
17 An overload of two (2) students in three (3) of the classes daily is
18 acceptable but in no instance will 150/175 be exceeded.
19
- 20 Music: 225 students daily; class size to be determined by the activity.
21
- 22 Physical Education: Thirty-eight (38) students per class period.
23
- 24 Malcolm High School – The regular school day shall be equal length to
25 that of other high school students; 200 students per day, teaching seven (7)
26 of eight (8) periods.
27
- 28 If general teaching/scheduling format is changed for the High School,
29 Middle School or Malcolm School either by administration or the District
30 School Improvement Committee, building level School Improvement
31 Committees, or Board of Education, negotiation will be reopened for this
32 section to discuss wages, hours and working conditions under the revised
33 format.
34
- 35 H. In classrooms such as shops and laboratories where teaching stations are a
36 limiting factor, it is agreed that the number of students will be consistent
37 with the number of teaching stations.
38
- 39 I. The above stated class size limits must be achieved no later than four (4)
40 weeks after the opening of school, and start of the second semester.
41 Administration will attempt to correct overloads before that time, in order
42 to prevent disruption in the educational process for students.
43
- 44 J. A class size count will be given to the Association within three (3)
45 working days of each official count day upon written request.

- 1 K. Administration will assure that attendance reporting procedures are
2 similar and uniform in all buildings.
3
 - 4 L. Members who will be affected by a change in grade assignment and/or
5 who will be affected by a change in subject assignments will be notified as
6 soon as is practical when such change is known to Administration in
7 advance.
8
 - 9 M. The District may facilitate teachers in becoming highly qualified through
10 reasonable accommodations to the teacher including fees in the subject
11 area to which they are assigned (once per subject area).
12
 - 13 N. For the purpose of this agreement it is understood that qualified shall be
14 considered to be highly qualified as defined by the No Child Left Behind
15 Act/ESEA.
16
 - 17 O. The counselors will work ten (10) extra days in addition to the regular
18 contracted school year. The purpose for these extra days is to allow them
19 to complete the necessary tasks related to year-end, summer school and
20 the scheduling for the start of the new school year.
21
- 22 They will be paid for seven (7) extra days at their individual daily rate and
23 will receive three (3) extra personal days. These three (3) additional
24 personal days will not be deducted from their sick days.
25
- 26 It is agreed that the use of these three (3) additional personal days will be
27 managed by the counselors individually in a way that will cause the least
28 disruption to their school building and still allow for the completion of the
29 scheduling requirements of the district.
30
- 31 The ten (10) extra days will be five (5) in August and five (5) in June,
32 unless other arrangements are made with their building principal.
33

34 ARTICLE VII
35 WORKING CONDITIONS
36

- 37 In addition to teaching conditions already covered under Member Rights, the
38 following subjects are recognized:
39
- 40 A. A member shall not be required to drive a school bus as part of his/her
41 regular assignment.
42
 - 43 B. No member shall be required to chaperone any activity, which takes place
44 after the close of the school day. This includes dances, student carnivals,
45 parties, and activities of a similar nature.

- 1 1. The Board states that the principals will work out a plan providing
2 for the proper chaperoning of such activities based upon student
3 help, parent help, and freely volunteering members.
4
- 5 2. This section relates only to social activities. It is expected that
6 members will participate in all professional activities, which
7 enhance the individual member, the profession, and the school.
8
- 9 C. The Board shall make available in each school adequate restrooms and
10 lavatory facilities exclusively for member use. A room shall be
11 appropriately furnished and shall be reserved for use as a faculty lounge.
12
- 13 D. Telephone facilities shall be made available to the members for their
14 reasonable use with respect to school business. Personal use of telephones
15 will be confined to emergency or unusual needs that could not normally
16 be expedited on off-hour time. Members will not make toll telephone calls
17 of a personal nature on school phones, unless expressly permitted by the
18 principal of the building. Members shall reimburse the District for all
19 personal long-distance phone calls.
20
- 21 E. The Board agrees to make available in each school adequate computer and
22 duplicating facilities to aid members in the preparation of instructional
23 materials.
24
- 25 F. Adequate off-street parking facilities shall be made available to members
26 for their use.
27
- 28 G. Elementary teachers shall use for preparation time the time when their
29 classes are receiving instruction from specialists. The Board will hire
30 substitutes, if available, whenever the special teacher is absent. If an art,
31 music, physical education or substitute teacher is not available, the
32 teachers scheduled for that day will be notified as soon as possible and
33 compensated at the hourly rate as defined for internal subbing (Appendix
34 C.).
35
- 36 H. All classroom members will be supplied with a plan book in which they
37 will keep a lesson plan for at least two (2) days in advance. Such plans
38 must be available in the building.
39
- 40 I. In the event a classroom member is absent, he/she shall have lesson plans
41 available for the substitute. If the absence lasts five (5) days or more, the
42 Administration shall assist the substitute in the planning process.
43
- 44 J. Standardized Tests - The Board agrees that when standardized tests are
45 administered, such test scores are to be used for the evaluation of

1 curriculum selections of course material, and for mass evaluation of
2 programs. The Board agrees that release of individual test scores will not
3 occur with standardized test results under the jurisdiction of the Board.

4
5 K. Student Teachers - The Board endorses the training of student teachers.
6 The acceptance of student teachers is at the option of the supervising
7 member. The stipend or honorarium paid by the college for such service
8 shall be advanced in full to the member.

9
10 L. Safety Equipment - The Board of Education shall provide without cost, the
11 necessary safety equipment to those members working in designated
12 areas. Adequate and approved safety equipment shall include, but not
13 limited to, goggles, barriers, hard-hats, auditory protection devices, and
14 safety shoes and glasses, as required by MIOSHA.

15
16 ARTICLE VIII
17 VACANCIES AND TRANSFERS

18
19 A. Definition - A vacancy is any opening for a position requiring a teaching
20 certificate that is created by a resignation, dismissal, or retirement of the
21 member holding the position, or a new position established by the Board.

22
23 B. A list of all teaching vacancies in the District will be available for teachers
24 in the Personnel Office.

25
26 C. A teacher who is to be transferred will be notified not later than fourteen
27 (14) days prior to the effective date of the transfer.

28
29 ARTICLE IX
30 REDUCTION IN PERSONNEL

31
32 A. Seniority

33
34 1. Certified members within the school district. For the purpose of this
35 policy, "seniority" is defined to mean the amount of time an individual
36 is continuously employed as a certificated member within the school
37 district.

38
39 a. The Board shall prepare a seniority list and distribute to all
40 members by October 31st of each year.

41
42 b. Seniority shall be calculated by determining the length of
43 continuous employment as a member of the bargaining unit.
44 Members who choose to work part-time shall accrue
45 seniority as follows: Those who are employed full-time or

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

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.

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

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

- 3. All persons reduced from full-time employment due to reduction in force will be placed on the layoff list.

- B. Those members who have been working part-time by choice are not eligible for a full-time position during the contractual year but may request full-time employment for the following year.

- C. All members on layoff will be placed on the substitute teacher list at their request.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19

ARTICLE X
TEACHER EVALUATION

- 20 A. If requested by the evaluatee, he/she shall be provided a complete copy of
21 any written evaluation report, after being signed by the evaluator, and
22 that is submitted by the evaluator to the Central Office Administrator. The
23 evaluatee shall be provided a copy of any written summary made as a
24 result of the evaluation conference.
25
26 B. If a disagreement exists between the evaluator and the evaluatee, the
27 evaluatee may submit a written response within ten (10) working days of
28 the conference or submission of any reports. The evaluator's response
29 shall be attached to the evaluator's report to which the evaluatee objects.
30 In addition, the evaluatee may request a conference with the
31 Superintendent or a Central Office Administrator designee.

32
33
34
35
36
37
38
39
40
41
42
43
44
45

ARTICLE XI
PROTECTION OF MEMBERS

- 40 A. The parties recognize their mutual responsibility for the maintenance of
41 control and discipline in the classroom. Whenever it appears to the
42 member or Administration that a particular pupil requires special
43 attention which cannot be provided in the classroom, or whenever it
44 appears to the member that the presence of a particular student in the
45 class will interrupt the balance of the class, the member will seek relief,
through the principal, from responsibilities with respect to said pupil.
B. A member may send a pupil to the principal from a class when the
continued presence of the student in the classroom becomes intolerable.
In such cases, the member will immediately furnish the principal full
particulars of the incident in writing. In the case of a minor offense, the
pupil shall not be returned to the class until the principal provides a
written notice. In the event of a repetition of the offense, or if the nature
of the violation is obscenely gross, the pupil shall not be returned until
after consultation between the principal and the member.
C. Any case of assault upon a member shall be promptly reported to the
building principal. The Board will render all reasonable assistance to the
member in connection with handling of the incident by law enforcement
and judicial authorities. Time lost by a member in connection with any
incident mentioned in this Article shall not be charged against the
member.
D. The use of corporal punishment and force to restrain students shall
comply with the provisions of the School Code of the State of Michigan,

1 and with paragraphs 3.5, 3.6, and 3.7 of the policies of the Board of
2 Education effective March 1975. A member may use such force as is
3 necessary to protect himself/herself, another member, or administrator, or
4 student, or property from attack, physical abuse, or injury as specified in
5 Board Policy.

6
7 E. A copy of the Board policy covering Student Rights and Responsibilities
8 will be posted in each building at the beginning of the school year.

9
10 F. The Board agrees to reimburse members for loss or damage to eyeglasses
11 or personal clothing incurred as a result of enforcing this student
12 discipline policy, as long as the loss is confirmed by the building principal
13 and occurs during regular school hours or while the member is
14 performing assigned extracurricular activities.

15
16 G. No action shall be taken on any complaint brought against a member
17 unless the complaint is presented promptly in writing and signed by the
18 complainant.

19
20 H. As a general practice, when a general education classroom includes a
21 Special Education student whose handicapping conditions include the
22 necessity of regular or routine medical procedures or assistance with
23 regular hygiene, the general education teacher will not be required to
24 provide these services. In such cases the district will make arrangements
25 for such services.

26
27 Nothing contained herein shall limit or define the teacher's responsibility
28 in a medical or personal hygiene emergency. It is understood that a
29 general education teacher may be required to receive the necessary
30 training, at the district's expense.

31
32 ARTICLE XII
33 PROFESSIONAL RESPONSIBILITIES

34
35 A. Members are expected to comply with reasonable rules, regulations and
36 directions from time to time adopted by the Board or its representatives,
37 which are consistent with the provisions of this Agreement, provided that
38 a member may reasonably refuse to carry out an order which threatens
39 physical safety, well-being, or is professionally demeaning.

40
41 B. The Association recognizes that abuses of sick leave or other leaves,
42 chronic tardiness, or absence, willful deficiencies in professional
43 performance, or other violations of discipline by a member reflect
44 adversely upon the teaching profession and create undesirable conditions
45 in the school building. The Association will use its best efforts to correct

1 breaches of professional behavior by any member and in appropriate
2 cases may institute proceedings against the offending member.

- 3
4 C. Nothing herein is to be construed as limiting the Board and
5 Administration in its administrative rights within the school system.

6
7 ARTICLE XIII
8 PROFESSIONAL COMPENSATION

9
10 A. Military Service

11
12 1. Military service may be classified for salary purposes as full
13 teaching service if the member

- 14
15 a. Taught previous to entering service;
16 b. Completed Michigan requirements for practice teaching
17 previous to service;
18 c. Held a teaching certificate previous to service.

19
20 2. Nothing in this section on Military Service is to be construed as
21 denying privileges granted under this section to persons employed
22 prior to the signing date of this Agreement.

23
24 B. Non-Degree Vocationally Certificated Members shall be paid according to
25 the following schedule:

26
27 Non-Degree Schedule - Shall receive six percent (6%) less than his/her
28 step at the B.A. level.

29
30 C. Certified nurses shall be paid in accordance with the above Section B.

31
32 D. Newly hired or returning teachers accepting responsibility for seventy-
33 five (75) working days of teaching will be advanced to the next salary step
34 at the beginning of the next teaching year.

35
36 E. Credit from Other Schools - Effective September 1, 1999, up to ten (10)
37 years' credit may be given to teachers who enter Sault Ste. Marie Public
38 Schools for previous teaching or work experience, as judged by the
39 District. A major fraction of a year's experience is considered full-time.

40
41 F. Transcripts shall accompany written requests for advancements on the
42 salary schedule because of additional college credit hours from a
43 regionally accredited college. Such requests and transcripts may be
44 submitted to the personnel office at any time. Salary adjustments will be
45 effective the first day of the semester following submission of proof of

1 successful completion of college credit hours. The salary adjustment shall
2 be prorated over the remaining pay periods of the semester and adjusted
3 statements of salary shall be sent to said teacher.

4
5 A teacher who notifies the personnel office of successful completion of
6 college credit hours prior to the beginning of either semester but who has
7 not received grades or transcripts due to circumstances beyond their
8 control shall be treated as if they had when the grades and transcripts
9 arrive and are submitted to the personnel office.

10
11 G. Payroll will be by direct deposit to the local financial institution(s) of the
12 member's choosing. If the member desires to send deposits to more than
13 three (3) accounts, the member will pay any additional costs for the
14 additional deposits. The Direct Deposit will be made the workday before
15 payday if a payday falls on a holiday. The member's payroll statement
16 will be issued or made available for individual pick up on or before the
17 date of payment. The Administration agrees to provide a copy of a print-
18 out to the Association by the end of each month, which will include the
19 following information for each teacher: Name and social security number,
20 SEA and MEA dues deductions for current pay, month, quarter and year-
21 to-date.

22
23 H. Members may volunteer to substitute in their major or minor areas when
24 asked, and further may be asked to substitute in non-major/minor areas if
25 no qualified classroom internal substitute is available for a given area. In
26 the event of an extreme emergency, the administrator in charge of a
27 building or program may direct a member to substitute in the case of a
28 serious injury, illness, or critical family situation. However, when a
29 substitute is needed for one-half day or more, every effort will be made to
30 obtain an external substitute. Internal subbing will be paid for at the rate
31 of \$.001 of the base salary per class period.

32
33 I. Sixth Hour Salary - A member in the secondary schools who is required to
34 teach an additional period beyond the normal assignment shall be paid an
35 extra percent of his/her normal base salary. The percentage shall be based
36 on their normal schedule: 6 period day 16%; 7 period day 14%; 8 period
37 day 12%.

38
39 J. The Administration will indicate on the check stub the member's sick
40 leave accrual and use during the pay period, and the current balance.

41
42 K. Special Education teachers working an extended school year will be paid
43 per diem of their current salary.

44

1 L. Insurance Benefits - The following insurance benefits are made available
2 by the Board to the members:

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

8
9 A. Employees electing health insurance shall receive the
10 benefits listed in Plan A.

11
12 PLAN A:

| | |
|-------------------------|--|
| 13 Health | As selected by the SEA Leadership. |
| 14 Long Term Disability | 66 2/3% |
| 15 | \$5,000 maximum |
| 16 | 90 calendar days - modified fill |
| 17 | Freeze on offsets |
| 18 | Alcoholism/drug addiction 2 year |
| 19 | Mental/nervous 2 year |
| 20 | |
| 21 Delta Dental | Auto+008 (100:90/90/90:\$1,500) with Adult ortho |
| 22 | Delta Dental Class I, II, III annual maximum |
| 23 | \$1,500 |
| 24 | |
| 25 Negotiated Life | \$50,000 AD &D |
| 26 | |
| 27 Vision VSP-3+ | |

28
29 B. Employees not electing health insurance shall receive the
30 benefits listed in Plan B:

31
32 PLAN B:

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

- 1 2. Where applicable internal and external coordination of benefits
- 2 (COB) will be included for all bargaining unit members and their
- 3 eligible dependents as defined by MESSA.
- 4
- 5 3. The Board agrees to establish a qualified Section 125 Cafeteria Plan,
- 6 and, upon application by employees not taking health insurance,
- 7 agrees to pay an amount equal to the single subscriber premium for
- 8 Choices II health insurance as salary in lieu of health insurance.
- 9 The amount of the cash payment received may be applied by the
- 10 bargaining unit member to a Tax-Deferred Annuity or other
- 11 variable option. To elect a Tax-Deferred Annuity or other variable
- 12 option, the bargaining unit member shall enter into a salary
- 13 reduction agreement. An open enrollment period shall be
- 14 provided whenever premium subsidy amounts change for the
- 15 group.
- 16
- 17 4. In the event the said options become taxable, the Board shall not be
- 18 liable for said taxes.
- 19
- 20 5. Cap for District payments on Insurance Benefit. Employees shall
- 21 pay a co-pay toward the cost of the insurance to make up any
- 22 amount above the district cap. This employee co-pay shall be
- 23 annualized and paid over all pay periods of the school year.

24 Insurance Caps for health insurance premiums, taxes, and fees:

| | 2013-2014 | 2014-2015 |
|-----------------------|---------------------|---------------------|
| 28 Single | \$ 474.37 monthly | \$ 488.13 monthly |
| 29 2-person | \$ 948.75 monthly | \$ 1,020.83 monthly |
| 30 Family | \$ 1,293.75 monthly | \$ 1,331.26 monthly |

31

32 Health insurance caps for 2015-2016 will be adjusted to the caps

33 published by the Department of Treasury in accordance with MCL

34 15.563, as amended by 2013 Public Act 270.

35

36 Insurance caps for life insurance, long-term disability insurance,

37 dental, and vision premiums, taxes and fees will be 10% of the total

38 cost.

39

40 Insurance Co-pays will be calculated annually in August and will

41 be spread over all pays (21 or 26). Co-pays shall be calculated for

42 insurance costs from July 1 - June 30 and be spread over the

43 September - August pays.

1 Monthly Cash-in-lieu of \$540 for teachers hired before 1/1/2013

2
3 Monthly Cash-in-lieu of \$400 for teachers hired after 1/1/2013

4
5 The union reserves the right to modify the insurance coverage or change
6 carriers subject to the insurance caps listed above. Any changes in the
7 insurance coverage/cost that results in savings will be 100% applied to the
8 teachers co-pay effective the month the change is implemented. The
9 union leadership shall have the option each August to adjust and smooth
10 co-pay amounts given a net zero cost to the district. The cap amounts
11 listed include district payments to HSA's and premium payments.

12
13 Effective January 1, 2013, members will have the option to switch to
14 MESSA ABC Plan 1. The cost including pre-funding will be subject to the
15 Health Insurance Caps.

16
17 For those selecting HSA, the HSA will be pre-funded quarterly. More
18 details and information on the ABC Plan 1 with the HSA to come prior to
19 December.

20
21 M. Those individuals employed from September through June shall have all
22 contractual insurance benefits paid through August for a period of twelve
23 (12) months. Individuals under contract for less than a full year shall have
24 their insurance premiums paid by the Board on a pro-rated basis for that
25 period of the contractual year actually worked.

26
27 N. Those that terminate their employment prior to the end of the school year
28 shall have benefits terminated at the end of the last month worked.

29
30 Upon retirement, all benefits shall be terminated at the end of the month
31 retired.

32
33 O. An employee working less than half time shall not be eligible for any
34 fringe benefits. Half time means employed a minimum of three (3) hours
35 per day in a regular day program.

36
37 P. The salary of members leaving prior to the end of the school year will be
38 prorated on a daily basis for the actual number of days in the contract for
39 that year.

40
41 Q. A member who exceeds sick leave entitlement at a given time in a
42 particular year will have his/her salary deducted. This will later be
43 reimbursed at the conclusion of the school year to the member when the
44 sick leave is earned within a given year.

45

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

9
10 1. The member upon completion of Board approved coursework, and
11 after submission of transcript and paid receipt, will be reimbursed
12 for that course work in accordance with the stipulations approved
13 by the Board.

14
15 2. If credit earned through a Board financed workshop or educational
16 experience is counted towards an advanced degree or credited for a
17 salary adjustment, such movement will take place the school year
18 following the year the reimbursement was made.

19
20 3. This section is not subject to grievance procedures.

21
22 S. Number of Pays - all new hires must take 26 pays going forward. Anyone
23 currently on or changing to 26 pays must stay on 26 pays. Staff currently
24 on 21 pays may stay on 21 pays; if they change to 26 at some point, no
25 going back to 21 pays.

26
27 ARTICLE XIV
28 LEAVE PAY

29
30 A. SICK LEAVE

31
32 1. A first year member may get full pay and full sick leave each pay
33 period if he/she stays the full contract year. Any member leaving
34 before the full year contract will only be credited with a
35 proportioned amount of earned sick leave. If sick leave exceeds
36 earned sick leave, equivalent pay will be deducted. A member will
37 be allowed one and one-half (1 1/2) sick leave days per school
38 month. Sick leave shall be sixteen (16) days per year, three of
39 which may be used for personal leave. Sick leave will be unlimited
40 in accumulation as of the school year 1978-79. New hires after
41 January 1, 2013 will receive twelve (12) sick leave days per year.

42
43 2. Sick leave days will be taken in blocks of one-half (1/2) days.

44

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

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

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

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

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

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

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

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

44 1. No additional days will be added to the sick bank if, by June 30 of any
45 one year, the bank contains eighty (80) or more days. In this case, the

1 district will notify staff by the beginning of the next school year via e-
2 mail and teachers will have two (2) weeks to opt in by contributing
3 two (2) additional days or opt out.
4

5 2. Every contributing teacher is eligible to borrow from the sick bank
6 when all of his/her paid leave days (sick and personal) are depleted.
7 This eligibility will last until the next open enrollment where teachers
8 will have the option to stay in or opt out. Use of the sick bank shall
9 require a minimum of three (3) consecutive or reoccurring (illness)
10 days of absence before sick bank leave can be requested.
11

12 3. This sick leave bank can only be utilized to qualify the teacher for
13 LTD, Worker's compensation, to recover from personal illness, or
14 illness of the member's immediate family (spouse or child).
15

16 4. Teachers who use this sick bank are limited to a maximum of ninety
17 (90) working days, within any consecutive ten (10) year period.
18

19 5. Funeral leave shall not be drawn from the sick bank.
20

21 6. Upon borrowing days from the sick bank, the teacher is obligated to
22 pay these sick days back to the bank at a rate of three (3) days per
23 year.
24

25 7. All sick days borrowed from the sick bank over and above ten (10)
26 days shall require a statement from a physician or psychiatrist who is
27 mutually acceptable to the Board and the Association.
28

29 8. In emergency cases where the sick bank is depleted during the school
30 year, the Association shall have the authority to assess the teachers
31 the needed days to replenish the bank. In this case, the district will
32 notify staff via e-mail and provide two (2) weeks to opt in or out.
33

34 9. If, upon retirement, a person owes days to the sick bank, this debt
35 shall be cancelled. If upon leaving the Sault Area Public School
36 system a person owes days to the sick bank, these days shall be taken
37 from his/her accumulated sick leave to the extent he/she borrowed
38 and the remainder, if any, shall be cancelled.
39

40 10. The sick leave bank shall be administered by a committee of four (4)
41 persons: two (2) persons appointed by the Superintendent of Schools
42 and two (2) persons appointed by the Association President.
43

44 11. Teachers shall make application in written form to the committee.
45

- 1 12. Committee members will sign a confidentiality form.
- 2
- 3 13. Alternate committee member will be appointed as needed to avoid
- 4 conflict of interest.
- 5
- 6 14. All requests for use of days from the sick leave bank are subject to the
- 7 approval of the committee. This issue is not subject to the grievance
- 8 procedure.
- 9
- 10 15. All newly hired teachers will have two (2) weeks from their first work
- 11 day to opt in on contributing to the Sick Bank.
- 12
- 13 16. For the first enrollment, teachers will be given a two (2) week
- 14 window to opt in during the Spring of 2010 and a two (2) week
- 15 window at the beginning of September 2010. After this first open
- 16 enrollment period all future enrollment periods will be based on #1
- 17 and #8 above.
- 18
- 19 I. Worker's Compensation - Any member who is absent because of injury or
- 20 disease compensable under Michigan Worker's Compensation Act shall
- 21 receive from the board the difference between the allowance under the
- 22 Act and his/her regular salary for a period of time that funds from
- 23 his/her accumulated sick leave will provide.
- 24
- 25 J. Personal Leave - The parties agree there may be personal conditions or
- 26 circumstances, which may require member absenteeism for other reasons
- 27 than heretofore mentioned. A personal leave day may be used for any
- 28 purpose at the discretion of the member. The Board agrees that such leave
- 29 shall be deducted from sick leave and may be used under the following
- 30 conditions:
- 31
- 32 1. Members will receive three (3) personal leave days per year.
- 33
- 34 2. Personal Leave Days shall be restricted to use by no more than 20%
- 35 of a building's staff per day. The restricted number can be no less
- 36 than two (2) to use by no more than 20% of a building's staff per
- 37 day. The restricted number can be no less than two (2) in buildings
- 38 with small numbers of staff.
- 39
- 40 3. During the months of May and June, Personal Leave Days shall be
- 41 restricted to use by no more than ten percent (10%) of a building's
- 42 staff per day, unless certified and qualified substitutes are
- 43 available, in which case up to twenty percent (20%) of a building's
- 44 staff may be granted time off on personal leave per day. The
- 45 restricted number can be no less than two (2) to use by no more

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30
31 1. Members will receive one (1) Athletic Leave day per sport coached
32 per year.

33
34 2. Personal/Athletic Leave Days shall be restricted to use by no more
35 than 20% of a building's staff per day. The restricted number can
36 be no less than two (2) to use by no more than 20% of a building's
37 staff per day. The restricted number can be no less than two (2) in
38 buildings with small numbers of staff.

39
40 3. During the months of May and June, Personal/Athletic Leave Days
41 shall be restricted to use by no more than ten percent (10%) of a
42 building's staff per day, unless certified and qualified substitutes
43 are available, in which case up to twenty percent (20%) of a
44 buildings staff may be granted time off on Personal/ Athletic Leave
45 per day. The restricted number can be no less than two (2) to use

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

5 Article XIII - Leave Pay, Sections J and K also apply to Athletic Leave.
6 It is understood that this applies to all staff who are being paid to coach or
7 assist with coaching during a given year. Athletic Leave Days do not
8 carry over from one year to the next unless planned in advance for a
9 specific purpose and approved by the Athletic Director.
10

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

15 ARTICLE XV
16 LEAVE OF ABSENCE WITHOUT PAY
17

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

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

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

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

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

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

1 upon notification, will take the necessary steps to complete the
2 termination of leave.

3
4 C. Any member who while on leave of absence takes employment as a
5 member in another district or in any other way violates the terms of
6 his/her leave shall be deemed to have terminated his/her relationship
7 with the Sault Ste. Marie Area Public Schools and there shall be no further
8 obligation upon the Board.

9
10 D. Childcare Leave

11
12 1. Childcare leave without pay is available to any bargaining unit
13 member upon request. The length of the leave shall not exceed one
14 (1) year, renewable at the discretion of the Board. The purpose of
15 Childcare Leave shall be for caring for a newborn child, an adopted
16 child, or a seriously ill child.

17
18 2. In order to provide for continuity within the classroom between
19 pupil and member, the member shall notify the Superintendent's
20 office in writing at least thirty (30) days prior to the expected
21 commencement date of leave so that necessary arrangements can
22 be made to procure the member's replacement.

23
24 3. Re-employment will commence upon the date set by the Board
25 which shall not be later than the beginning of the first day of the
26 school year following the date the member was declared eligible for
27 re-employment. It is understood that the foregoing shall not
28 supersede provisions for layoff or other provisions of law or this
29 contract.

30
31 In the event of death of the object child of the leave, the leave of
32 absence may be terminated upon request of the bargaining unit
33 member.

34
35 The granting of such leave will in no way interrupt seniority and
36 rights attendant thereto during the first year of the leave only.

37
38 4. A member may make written application to the Superintendent for
39 reinstatement prior to expiration of the leave granted by the Board.

40
41 5. Any member returning from a leave of absence without pay that is
42 not occasioned by a medical emergency shall be permitted to return
43 at the end of a marking period.

1 E. Political Leave - The Board may grant a leave of absence without pay to
2 any member to campaign for a public office if consistent with Board
3 policies on leaves. However, if such campaign is successful and the
4 member must hold office for more than one (1) year, he/she will be
5 considered to have resigned his/her position. A member elected to a
6 public office, such as a City Commissioner, which meets regularly in the
7 evening may on occasion be required or invited to attend special functions
8 of said body. Permission to attend such events may be granted by the
9 Superintendent at no cost to the school district when advanced notice is
10 given. The Board and the Association recognize this as a civic
11 responsibility. Similar leaves may be granted by the Superintendent for
12 other civic functions. When approved by the Superintendent and by
13 board action, the member may be allowed to retain seniority (frozen)
14 while on extended Political Leave for up to four (4) years at a time. It will
15 be the member's responsibility to request such approval prior to the
16 election/appointment. When returning from extended Political Leave, the
17 member will be considered for open positions that they are certified and
18 qualified for in accordance with the current board policy on teacher
19 placement.
20

21 F. Education Leave - Leaves of absence without pay may be granted upon
22 application for the following purposes:
23

- 24 1. Study related to the member's certification field.
- 25
- 26 2. Study to meet eligibility requirements for certification other than
27 that held by the member.
- 28
- 29 3. Study, research, or special teaching assignment involving probable
30 advantage to the school system.
- 31
- 32 4. Any other reason approved in advance by the Superintendent of
33 Schools.
34

35 G. State Association Leave - Members who are officers of the State
36 Association may be granted a leave of absence without pay for not more
37 than three (3) school years if requested or suitable leave may be worked
38 out mutually at the request of the member. Members who become full-
39 time members of the Association professional staff may be granted leave
40 of absence for not more than one (1) year without pay if consistent with
41 Board policies on leaves of absence.
42

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

ARTICLE XVI
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. 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 XVII
GRIEVANCE PROCEDURE

A. Definitions

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

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

C. Structure

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

1 The Board hereby designates the Superintendent as its representative
2 when the grievance arises in more than one school building.
3

4 D. Procedure

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

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

11 Before submitting a grievance, the claimant shall discuss it with his/her
12 immediate supervisor individually or together with his/her Association
13 representative.
14

15 Procedure No. 1

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

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

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

41 4. Level Four- In the event that the grievance is not satisfactorily
42 resolved at Level Three within seven (7) days or if no disposition
43 has been made within the period provided, the Association may
44 submit the grievance to arbitration by giving notice to the District
45 within ten (10) days from the end of such seven (7) day period of

1 their intent to file for arbitration. If no such notice is given within
2 the ten (10) day period, the grievance shall be deemed settled and
3 not subject to arbitration.

4
5 The arbitration proceeding shall be conducted by an arbitrator to be
6 selected by the parties in accordance with the rules and procedures
7 of the American Arbitration Association. If the parties fail to select
8 an arbitrator, the American Arbitration Association shall be
9 requested to provide a list of seven arbitrators. Both the District
10 and the Association shall have the right to strike three names from
11 the panel. The District shall strike the first name; the Association
12 shall then strike one name. The process will be repeated and the
13 remaining person shall be the arbitrator.

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

16
17 E. Rights of Representation

18
19 Any party of interest may be represented at all meetings and all hearings
20 at any level of the grievance procedure by another member or another
21 person;

22
23 Provided, however, that any member may in no event be represented by a
24 person acting as an officer, agent, or other representative of any
25 organization other than the Association;

26
27 Provided further, that when the Association does not represent a member,
28 the Association shall have the right to be present and to state its views at
29 all stages of the grievance process.

30
31 F. Miscellaneous

32
33 1. A grievance may be withdrawn at any level without prejudice.
34 However, if in the judgment of the Association representative the
35 grievance affects a group of members, the Association may present
36 the grievance at the appropriate level.

37
38 2. A grievance and the disposition of the grievance at Level One shall
39 be placed in writing. Decisions rendered at all levels shall be in
40 writing and promptly shall be transmitted to the person who signs
41 the grievance.

42
43 3. No reprisals of any kind shall be taken by or against any party of
44 interest or any participant in the grievance procedure by reason of
45 such participation except that such participation shall not give

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

immunity for wrongdoings, professional ethics violations, or any other charges that may result from information disclosed during the grievance procedure.

4. Forms for filing and processing grievances shall be designed by the Board and the Association, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
5. Access shall be given to all parties on a "need-to-know" basis to information necessary for the determination and processing of the grievance.
6. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - a. The termination of service or failure to re-employ any probationary member.
 - 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.

1
2 ARTICLE XVIII
3 CURRICULUM REVIEW COMMITTEE

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

25 ARTICLE XIX
26 NEGOTIATION PROCEDURES
27

- 28 A. It is contemplated that terms and conditions of employment provided in
29 this Agreement shall remain in effect until altered by mutual agreement in
30 writing between the parties. Nevertheless, because of the special nature of
31 public educational process, it is likewise recognized that matters may
32 from time to time arise of vital mutual concern of the parties, which have
33 not been fully or adequately negotiated between them. It is in the public
34 interest that the opportunity for mutual discussion of such matters be
35 provided. The parties accordingly undertake to cooperate in arranging
36 meetings, selecting representatives for discussion, furnishing necessary
37 information, and otherwise constructively considering and resolving any
38 such matters. Either party may request discussions leading to the
39 resolution of specific matters.
40
- 41 B. Neither party in any negotiations shall have any control over the selection
42 of the negotiating or bargaining representatives of the other party and
43 each party may select its representatives from within or outside the school
44 district. While the Association and the Board shall execute no final
45 agreement without ratification, the parties mutually pledge that their

1 representatives will be clothed with all necessary power and authority to
2 make proposals, consider proposals, and make concessions in the course
3 of negotiations.
4

5 C. If the parties fail to reach an agreement in any such negotiations either
6 party may invoke the Labor Mediation's machinery of the State Labor
7 Mediation Board at any time it may so deem it or at the termination of the
8 Agreement may take any other lawful measures it may deem appropriate.
9

10 D. It is contemplated that terms and conditions of employment provided in
11 this Agreement shall remain in effect until altered by mutual agreement in
12 writing between the parties. Nevertheless, because of the special nature of
13 the public educational process, it is likewise recognized that matters may
14 from time to time arise of vital concern to the parties that have been fully
15 or adequately negotiated between them, such as School Improvement
16 Plans and/or Site Based Decision Making. It is in the public interest that
17 the opportunity for mutual discussion of such matters be provided. The
18 parties accordingly undertake to cooperate in arranging meetings,
19 selecting representatives for discussion, furnishing necessary information,
20 and otherwise constructively considering and resolving any such matters.
21

22 E. This Agreement supersedes and cancels all previous agreements, verbal or
23 written, or based on alleged practices, between the parties. This includes
24 any letters of agreement not attached hereto. Any amendment or
25 agreement supplemental hereto shall not be binding upon either party
26 unless executed in writing by the parties hereto.
27

28 ARTICLE XX
29 ACADEMIC FREEDOM
30

31 We believe that students should be exposed to real life learning situations in
32 order to develop standards and values that equip them to make mature decisions
33 in adult life. This involves dealing with controversial and/or accepted issues,
34 which will be presented in a professional manner. We believe it desirable that the
35 Administration should be informed and that there should be communication
36 between member and Administration.
37

38 ARTICLE XXI
39 MAINTENANCE OF STANDARDS
40

41 All conditions of employment and professional performance shall be maintained
42 at no less than the highest minimum standards in effect in the district at the time
43 this Agreement is signed.
44
45

ARTICLE XXII
MISCELLANEOUS PROVISIONS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this agreement.
- B. Any individual contract with a member heretofore executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of the Agreement to any member or group of members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. No polygraph or lie detector device shall be used by the Board of Education in any investigation of any teacher.
- F. Copies of this Agreement shall be printed at the expense of both parties and presented to all members now employed, hereafter employed, or considered for employment by the Board.
- G. An Emergency Manager appointed by law may reject, modify or terminate the Agreement as provided by law. This clause is included in this Agreement because it is legally required by state law. By signing this Agreement, the Union does not waive any right it may have to challenge whether this clause is binding upon the union or the employer. The union reserves all rights to assert that this clause is unenforceable.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

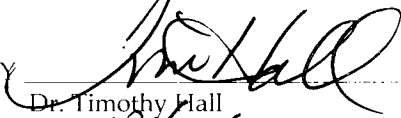
ARTICLE XXIII
DURATION


This Agreement shall remain in full force and effect until June 30, 2016, or until a new agreement is negotiated or ratified.

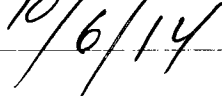
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.


SAULT STE. MARIE AREA PUBLIC SCHOOLS

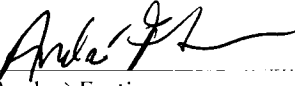
SAULT EDUCATION ASSOCIATION, INC.

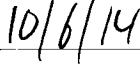
BY  _____
Dr. Timothy Hall

BY  _____
Ann Hammock

DATE  _____

DATE  _____

BY:  _____
Andre Fortin

DATE  _____

APPENDIX A
SAULT STE. MARIE AREA PUBLIC SCHOOLS
SALARY SCHEDULE 2013-2016

| | | CERTIFICATED | | CERTIFICATED | | CERTIFICATED | |
|------|---------------|--------------|---------|--------------|-----------|--------------|--------|
| | | B.A. | B.A.+20 | M.A. | M.A. + 20 | 6-YEAR | |
| STEP | FACTOR | 1.0000 | 1.0100 | 1.1000 | 1.1110 | 1.2000 | |
| 10 | 1 | 1.03 | 29,624 | 29,920 | 32,586 | 32,912 | 35,548 |
| 11 | 2 | 1.09 | 31,349 | 31,663 | 34,484 | 34,829 | 37,619 |
| 12 | 3 | 1.14 | 32,787 | 33,115 | 36,066 | 36,427 | 39,345 |
| 13 | 4 | 1.20 | 34,513 | 34,858 | 37,964 | 38,344 | 41,415 |
| 14 | 5 | 1.26 | 36,239 | 36,601 | 39,862 | 40,261 | 43,486 |
| 15 | 6 | 1.33 | 38,252 | 38,634 | 42,077 | 42,498 | 45,902 |
| 16 | 7 | 1.40 | 40,265 | 40,668 | 44,292 | 44,734 | 48,318 |
| 17 | 8 | 1.47 | 42,278 | 42,701 | 46,506 | 46,971 | 50,734 |
| 18 | 9 | 1.55 | 44,579 | 45,025 | 49,037 | 49,527 | 53,495 |
| 19 | 10 | 1.63 | 46,880 | 47,349 | 51,568 | 52,084 | 56,256 |
| 20 | 11 | 1.71 | 49,181 | 49,673 | 54,099 | 54,640 | 59,017 |
| 21 | 12 | 1.79 | 51,482 | 51,997 | 56,630 | 57,196 | 61,778 |
| 22 | 13 | 1.87 | 53,783 | 54,320 | 59,161 | 59,752 | 64,539 |
| 23 | 14 | 1.95 | 56,083 | 56,644 | 61,692 | 62,309 | 67,300 |
| 25 | MTPP 1 .04639 | | 2,602 | 2,628 | 2,862 | 2,890 | 3,122 |
| 26 | MTPP 2 .07216 | | 4,047 | 4,087 | 4,452 | 4,496 | 4,856 |
| 27 | MTPP 3 .10309 | | 5,782 | 5,839 | 6,360 | 6,423 | 6,938 |
| 29 | 32 | 1.92 | 55,221 | 55,773 | 60,743 | 61,350 | 66,265 |

31 BASE 28,760.72

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

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

- 40 Yr 1 - Salary X 0.04639
- 41 Yr 2 - Salary X 0.07216
- 42 Yr 3 - Salary X 0.10309

44 The Master Teacher will prepare and present an after school professional
45 development session on an educational topic related to their content area and
46 student achievement. The duration shall be limited to 1-3 hours and shall be
47 schedule through the HR Department. Non-tenured teachers are required to
48 attend at least two (2) Master Teacher Presentations per year when available.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

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

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

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

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

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

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

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

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

APPENDIX B

RETIREMENT AND TERMINAL LEAVE

1
2
3
4
5
6
7
8
9
10
11
12
13
14

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.

APPENDIX C

CO-CURRICULAR ASSIGNMENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

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. 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.

C. 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.

D. 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.

E. 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.

| | | |
|----|----------------------------|-----------------------------|
| F. | Category I (17%) | Category II (13%) |
| | Varsity Head Football | Varsity Assistant Football |
| | Varsity Head Basketball | J.V. Head Football |
| | Varsity Head Hockey | J.V. Head Basketball |
| | High School and Middle | Head Swimming (both M & F) |
| | Band Director | Head Varsity Volleyball |
| | | Assistant Varsity Hockey |

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

**Category III
(10%)**

J.V. Asst. Football
Varsity Head Track
Varsity Head Wrestling
Varsity Head Baseball
Varsity Head Softball
Varsity Soccer

**Category IV
(7%)**

Freshman Basketball
Varsity Cheerleading
Freshman Football
Asst. Freshman Football
Head Cross-Country
Varsity Asst. Track
J.V. Volleyball
Assistant Wrestling
J.V. Baseball
J.V. Softball
Frosh Volleyball
Head Golf

**Category V.
(5%)**

High School Pom Pon
7th & 8th Grade Volleyball
All 7th & 8th Grade Track
*Middle School Basketball

**Category VI
(3%)**

Varsity Rifle Team
Hockey Cheerleading
Cheerleading - 7th and 8th Grade

*Middle School basketball coaches currently in place as of January 1, 2006 will receive 7% under the old contract.

G. All percentages are based on the BA Step 1 Level of the negotiated salary schedule.

- | | | | | |
|----|---------------|------|-------------|----|
| 1. | MUSICAL | | NON-MUSICAL | |
| | Director | 4.5% | Director | 4% |
| | Producer | 2% | Producer | 2% |
| | Band Director | 2% | | |
2. Publications - Yearbook or Newspaper:
High School - 8%; Middle 3%
 3. High School Class Advisors: seniors 5%, juniors 4%, sophomores, & freshman 3%, Vocational Youth Organizations 2.5%
 4. Intramurals 4% per session

- 1 5. Student Council 4%; Middle 2%
- 2
- 3 6. Internal Substitute Rate .001/per period
- 4
- 5 7. Quiz Bowl 3%
- 6
- 7 8. Driver Education .0008/per hour
- 8
- 9 9. Summer School/JTPA .001/per hour
- 10
- 11 10. Summer School Intervention Specialist .00078/hour
- 12
- 13 11. Lunch Room (noon hour) Supervisor .0007/hour
- 14
- 15 12. Athletic Events Supervisor .0005/hour
- 16
- 17 13. Tutoring .0007/hour
- 18
- 19 14. Programming-Networking .001/hour
- 20
- 21 15. Current IRS rate of reimbursement for travel expense (mileage)
- 22
- 23 16. Curriculum Coordination - Range of 4-7% of individual's salary
- 24 based upon number of F.T.E. staff members in department.
- 25
- 26 17. After school detention as directed by administration .0007/hour.
- 27
- 28 18. National Honor Society Advisor 3.5%
- 29

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

APPENDIX D

SCHOOL CALENDAR 2012-2013

| | |
|--|--|
| 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 |
| November PD day 3 (no students) | November 6 (Tuesday Election Day) |
| 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 |
| February In-service 4 (no students) | Feb 15 Friday |
| Winter Break Day (no school) | Feb 18 Monday (Presidents Day) |
| Spring Break | March 29 |
| April In-service 5 (no students) | April 8 Monday |
| 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.

1
2
3 APPENDIX E

4 MENTOR TEACHER

- 5 A. A Mentor Teacher shall be defined as a Master Teacher as identified in
6 section 1526 of PA 335 (1993) and shall perform the duties of a Master
7 Teacher as specified in the act.
8
- 9 B. Each bargaining unit member in his/her first three (3) years in the
10 classroom shall be assigned a Mentor Teacher by the Administration after
11 consultation with the Association. The Mentor Teacher shall be available
12 to provide professional support, instruction and guidance. The purpose
13 of the mentor assignment is to provide a peer who can offer assistance,
14 resources and information in a non-threatening collegial fashion.
15
- 16 C. An orientation jointly sponsored by the Administration and the
17 Association shall be held for all mentors and mentees prior to the end of
18 September each year.
19
- 20 D. Mentor Teachers shall be assigned in accordance with the following:
21
- 22 1. The ultimate and overriding criteria used in selecting a Mentor
23 Teacher will be the candidate's recognition as a teacher skilled in
24 the art and science of teaching with the capability to communicate
25 these two areas.
26
 - 27 2. The Mentor Teacher shall be a tenured teacher within the
28 bargaining unit (whenever possible).
29
 - 30 3. Participation as a Mentor Teacher shall be voluntary.
31
 - 32 4. The District shall notify the Association of those members requiring
33 a Mentor assignment.
34
 - 35 5. Mentor Teachers and Mentees shall work in the same building
36 (elementary, middle, high school) and have the same area of
37 certification (whenever possible).
38
 - 39 6. The Mentee shall be assigned to only one (1) Mentor Teacher at a
40 time.
41
 - 42 7. The Mentor Teacher assignment shall be for one (1) year, subject to
43 review by the Administration, Mentor Teacher and Mentee at any
44 time upon request. The appointment may be renewed in
45 succeeding years.

- 1 8. Mentor Teachers may have up to two (2) mentees if so desired.
2
- 3 E. Because the purpose of the mentor/mentee match is to acclimate the
4 bargaining unit member and to provide necessary assistance toward the
5 end of quality instruction, the Board and the Association agree the
6 relationship shall be confidential and shall not, in any fashion, be a matter
7 included in the evaluation of the Mentor Teacher or Mentee. The Mentor
8 Teacher may participate in the post-observation conferences with the
9 beginning teacher and the principal if requested by the beginning teacher.
10 Further, the Mentee shall not be called as a witness in any grievance or
11 administrative hearing involving the Mentor Teacher. This article does
12 not apply to unethical, illegal or immoral activities on the part of either
13 the Mentor or Mentee.
14
- 15 F. Upon request, the administration may make available release time so the
16 Mentor Teacher may work with the Mentee in his/her assignment during
17 the regular workday and school calendar year. Where possible, the
18 Mentor Teacher and Mentee shall be assigned common preparation time.
19
- 20 G. Mentees shall be provided with a minimum of fifteen (15) days of
21 professional development activities during their first three (3) years of
22 classroom teaching. Such professional development activities will be
23 chosen with concurrence of the Mentor Teacher, Mentee and
24 Administration.
25
- 26 H. Compensation for Mentor Teachers shall be as follows: Their per diem for
27 five (5) days the first year, three (3) days the second year, and one (1) day
28 for the third and last year of each mentor assignment.
29
- 30 I. The Board and Association will both encourage single mentor-mentee
31 assignments, and if new multiple mentorship assignments are approved,
32 then compensation will be one-half (1/2) of the rate for the second or
33 subsequent assignment.
34

1
2
3 APPENDIX F

4 INTERVENTION SPECIALIST/TRUANCY OFFICER

- 5
6 a. Compensation - 100.5% or 1.005 Factor of BA Step 1 of
7 Teacher Salary Schedule
8
9 b. Work Schedule:
10 Truancy Officer - Regular School Year
11 Intervention Specialist - Regular School Year
12
13 c. Insurance Benefits: Consistent with Article XIV, Section M,
14 Insurance Benefits
15
16