

TEACHERS' NEGOTIATED AGREEMENT 2011-2012

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PREAMBLE :

A Professional Negotiations Agreement between the UPEA/MEA and the Board of Education of the Stephenson Area Public School District.

This Agreement entered into this 13^h day of September, 2011 by and between the Board of Education of the Stephenson Area Public School District, Stephenson, Michigan, hereinafter called the "Board" and the Stephenson Education Association, hereinafter called the "Association".

TNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Stephenson Area Public School District is their mutual aim and that the character of such education depends predominantly upon the quality and ideals of the teaching service; and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve education standards; and

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment; and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to set forth in writing and publicly declare.

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

1 **ARTICLE!**

2 **Recognition**

3 A. The Board hereby recognizes the UPEA/MEA Association as the sole and
4 exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of
5 1965, for certified teaching personnel, employed or to be employed by the Board
6 (whether or not assigned to a public school building), but excluding per diem
7 substitutes, Community School employees, supervisory, executive personnel, office and
8 clerical employees, and all other employees, The term "Teacher" when used
9 hereinafter in this Agreement, shall refer to all employees represented by the
10 Association in the bargaining or negotiating unit as above defined, and references to
11 male teachers shall include female teachers.

12 B. The Board agrees not to negotiate with any teachers' organization other than
13 the Association for the duration of this Agreement. Nothing contained herein shall be
14 construed to prevent any individual teacher from presenting a grievance and having
15 the grievance adjusted without intervention of the Association, if the adjustment is not
16 inconsistent with the terms of this Agreement, provided that r presentative of the
17 Association has been given opportunity to be present at such adjustment.

18 C. Nothing contained herein shall be construed to deny or restrict to any teacher
19 the rights they may have under the Michigan General School Laws or applicable civil
20 service laws and regulations. The rights granted to teachers hereunder shall be
21 deemed to be in addition to those provided elsewhere.

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1 **ARTICLE II**

2 **Teacher Rights**

3 A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that
4 every teacher employed by the Board shall have the right freely to organize, join and
5 support the Association for the purpose of engaging in collective bargaining or
6 negotiations with respect to hours, wages, terms and conditions of employment; and
7 that it will not discriminate against any teacher with respect to hours, wages or any
8 terms or conditions of employment by reason of their membership in the Association,
9 their participation in any activities of the Association or collective professional
10 negotiations with the Board, or their institution of any grievance, complaint or
11 proceeding under this Agreement or otherwise with respect to any terms or conditions
12 of employment.

13 B. The Association and its members shall have the right to use school building
14 facilities for meetings at a time mutually agreed upon by the Association and the
15 administration. No teacher shall be prevented from wearing insignia, pins or other
16 identification of membership in the Association either on or off school premises.
17 Bulletin boards and other established media of communication shall be made available
18 to the Association and its members in the teachers' workroom.

19 C. The Board agrees to furnish to the Association in response to written requests
20 available public information concerning the financial resources of the District,
21 tentative budgetary requirements and allocations, and such other information relevant
22 to collective bargaining, as long as such information or materials are not privileged or
23 prohibited from disclosure by law or non-employer regulation. The Association shall
24 reimburse the Board for reasonable expenses incurred in furnishing information or

1 making records available.

2 **ARTICLE III**

3 **Board of Education Rights**

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

- 9 1. To the executive management and administrative control of the school
10 system and its properties and facilities, and the professional activities of
11 its employees;
- 12 2. To hire all employees and subject to the provisions of law, to determine
13 their qualifications, and the conditions for their continued employment,
14 or their dismissal or demotion; and to promote, and transfer all such
15 employees;
- 16 3. To establish grades and courses of instruction, including special
17 programs, and to provide for athletic, recreational and social events for
18 students, all as deemed necessary or advisable by the Board;
- 19 4. To decide upon the means and methods of instruction, the selection of
20 textbooks and other teaching materials and the use of teaching aids of
21 every kind and nature;
- 22 5. To determine class schedules, the hours of instruction, and the duties,
23 responsibilities, and assignments of teachers and other employees with
24 respect thereto and nonteaching activities and the terms and conditions
25 of employment;
- 26 6. To exclude from tenure all extra compensation positions during the
27 school year, and all employment in summer programs.

28 The exercise of the foregoing powers, right, authority, duties and responsibilities
29 by the Board, the adoption of policies, rules, regulations and practices in furtherance
30 thereof and the use of judgment and discretion in connection therewith shall be limited
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1 only to the extent such specific and express terms hereof are in conformance with the
2 Constitution and laws of the State of Michigan and the Constitution and laws of the
3 United States.

4 **ARTICLE IV**

5 **Professional Compensation**

6 **A** The salaries of teachers covered by the Agreement are set forth in Schedule A
7 which is attached to and incorporated in this Agreement. Such salary schedule shall
8 remain in effect for the stated duration of this agreement.

9 **B.** The salary is based upon a normal weekly teaching load, as hereinafter
10 defined in Article V, Part A during normal teaching hours. In the event a teacher works
11 part time on a regular basis, he/she shall receive a prorated salary from the salary
12 schedule based on the amount of time he/she works. For extra work the teacher shall
13 be entitled to additional compensation, as defined in Schedule B.

14 **C.** All teacher salaries shall be spread over twenty-one (21) or twenty-six (26) pay
15 periods at the bargaining unit member's option on a bi-weekly basis. The bargaining
16 unit member shall notify the district on the appropriate form during the first week of
17 school of the school year in which the change is to take effect. Once the 21 or 26 pay
18 periods has been elected by the bargaining unit member he/she shall continue with the
19 option selected for the remainder of the year unless administrative approval has been
20 obtained to change it. Newly hired employees shall select the option upon being hired.

21 **D.** A teacher engaged during the school day in contract negotiations on behalf of
22 the Association with any representative of the Board or participating in any
23 professional grievance, including arbitration, shall be released from regular duties
24 without loss of salary.

1 E. A teacher or teachers shall be released from regular duties without loss of
2 salary for the purpose of participating in area, regional, or state meetings of the
3 Michigan Education Association, not to exceed a total of ten (10) days for all
4 certificated personnel in any one school year. These days shall be used at the
5 discretion of the SEA President for the purposes intended upon three (3) days
6 notification, except in case of emergency. Use of these days shall be based on the
7 availability of qualified substitutes. A "qualified" substitute shall be defined as a
8 substitute teacher on the school's substitute list. Not more than three (3) days shall be
9 taken consecutively by any one person without the prior approval of the
10 superintendent. The association shall reimburse the employer for the cost of the
11 substitute and the employee's retirement for the days beyond ten (10).

12 F. The salary of teachers who are employed under a program which is wholly or
13 partially reimbursed by Federal or Special State Funds may be adjusted by the Board of
14 Education consistent with state practices.

15 G. Credit for graduate hours beyond the BA/BS or MA degrees and the earning
16 of a Master's degree shall be credited to the employee by salary schedule adjustment
17 beginning at the next semester following confirmation of the credit for graduate hours
18 beyond the BA/BS or MA degree or credit hours. Bargaining unit members attending
19 summer sessions shall be credited in the fall of that year if evidence of credit or an
20 advanced degree is presented during the first week of school.

21 H. The salary schedule pay is based on a school year as per state guidelines.

22 I. In determining the initial salary of a teacher, who begins his work in the
23 Stephenson Area Public Schools after teaching in other schools, full credit will be given
24 for the first three (3) years, year for year. A fraction of one-half or greater shall be

1 counted as a whole year of service.

2 J. Each year of military service following teacher certification will count as one
3 full year of teaching up to three (3) years.

4 K. If, for any reason, an employee is to be docked a day's pay, the formula used
5 to compute the docked or lost wages shall be to divide the number of teacher
6 contracted days into the employee's listed base salary on the particular salary schedule
7 and step that person holds. In the event of deduction of pay or in hiring part-time
8 employees, a fraction of one-sixth (1/6) or divisions thereof shall be used to determine
9 employee hourly pay amounts in prorating pay for partial day employees from the
10 above formula for determining a day's pay amount. This clause in no way impairs the
11 employment practices of the Board.

12 L. Teachers who are working before or after regular school hours on curriculum
13 or other related projects (ex. MiBlisi, Credit Recovery, School Improvement, etc.) are
14 to be compensated at the current Drivers Education rate (see Schedule B). Paid hours
15 will be only those approved by a building level administrator (Principal, not a Building
16 Coordinator). Prior approval and proper paperwork must be attained and completed
17 for pay. Released time during the regular teaching day, extended days as negotiated,
18 inservice days, time compensated elsewhere such as through the ISD or grant projects,
19 department head responsibilities, Special Ed IEPC's, or other similar times are not
20 eligible for extra compensation.

21 **ARTICLE V**

22 **Teaching Hours**

23 A. The teacher's normal teaching hours in the Stephenson Area Public Schools
24 System shall be as follows:

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1. Teachers at assigned building no later than 7:45 a.m.
2. Teachers will commence working or be at their work stations by 8:00 a.m. SES, 8:10a.m. SHS and SMS.
3. The school day shall end at 3:10 p.m. SES, 3:20 p.m. SHS and SMS, however, this time may vary by building to accommodate additional time added to the calendar. Elementary teachers may leave at the end of their teaching day provided students are adequately supervised by teachers during bus departure. For the purposes of this Agreement, three (3) teaching periods shall constitute one-half(1/2) day in the high school as fifty(50%) percent of the teacher's day shall be one-half(1/2) day in the elementary schools.
4. Faculty meetings may be held on the second Wednesday of each month from 3:30 p.m. to 4:00 p.m., if necessary. The administrator will distribute agendas to the teacher no later than two days in advance. Teachers may suggest items for the agenda. Teachers are expected to attend the meeting unless excused in advance by the administrator. A second staff meeting may be held. This second meeting could consist of a department meeting, grade level, building level, or full staff. Any one of these meetings called by the principal (not building coordinator) would be the second meeting for the entire staff. Example: A full staff meeting at the high school and an English staff meeting would constitute the two meetings for the high school. Elementary - full staff meeting and the third grade teachers would constitute two meetings. (Reminder: Meetings could be at 7=45 a.m. in the morning.)
5. When, in the judgment of the Superintendent of Schools, hazardous weather conditions prevent the opening of schools in the District, the school buildings will remain open for use by teachers who can reach them. Notice of closing will be given through radio stations listed in the "Emergency School Closing, Administrative Procedures" updated annually and posted in each teacher's workroom. On such days teachers are requested to tune in to the local radio stations.

In the event school is closed under the authority of Section 101(3) of the State School Aid of 1984 prior to the start of school, and State Aid is lost for the day, bargaining unit members shall make up such days during remaining vacation days by mutual agreement with the Association or at the end of the school year. If school is called off after employees have reported for work but prior to noon, employees shall be paid a pro-rated amount based on their day's pay rate for the additional hours of work, determined from student dismissal time, if a full day must be made up at a later time. If the State law reverts to its former condition, in accordance with the past practice of the district, bargaining unit

1 members need not report to school or for work on such days and shall
2 not suffer any diminution of pay for such inability to report.

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4 7. Employees shall dress in a manner appropriate to their work station.

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6 The Board recognizes the principle of a standard forty-hour work week and will, so
7 far as possible, set work schedules and make professional assignments which can
8 reasonably be completed within such standard work week. The Board will not require
9 teachers regularly to work in excess of such standard work week within or outside of
10 any school building.

11 B. Arrangement will be made to provide for a duty-free, uninterrupted lunch
12 period by making every effort to secure volunteer adults or assigning student
13 assistants.

14 C. Elementary teachers in grades kindergarten through five inclusive will be
15 provided two fifteen minute recess periods per day.

16 D. Elementary recess periods are to be assigned by the Building Coordinator or
17 elementary principal.

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19 **ARTICLE VI**

20 **Teaching Loads and Assignments**

21 A. Commencing 2011-12, the normal teaching load of all regular 6-12 secondary
22 classroom teachers consists of a teaching assignment of five (5) class periods and
23 one(1) preparation period, consistent with the provisions of Article V, Section A.
24 Should any change be deemed appropriate by the Board, it will negotiate the change
25 with the Association. Each full-time secondary teacher shall be entitled to a single
26 preparation period each day. Such teachers working half-time or more in levels six (6)

1 to twelve (12) shall be entitled to prorated preparation time according to the number of
2 classes taught.

3 B. The normal teaching load of the regular K-5 classroom teachers will be based
4 on the teaching grade assignment.

5 C. Since pupils are entitled to be taught by teachers who are working within their
6 area of competence, teachers shall not be assigned, except temporarily and for good
7 cause, outside the scope of their teaching certificates or their major or minor field of
8 study. The Association agrees that bargaining unit members shall meet state and
9 federal standards for certification and qualifications.

10 D. The administration agrees to provide all teachers with tentative teaching
11 schedules/assignments on or before May 20 of each school year. A final schedule will
12 be sent to teachers on or before seven (7) days prior to the start of school of each school
13 year. The final schedule will not be changed except in cases of emergency. Individual
14 teachers may request a voluntary transfer any time prior to August 1; such teachers
15 must submit the request in writing to the appropriate administrator by August 1 of
16 each school year.

17 E. Employees requested to substitute for other bargaining unit members during
18 their daily preparation period can voluntarily agree to accept such duty to cover
19 another teacher's absence from class. In the event there is no volunteer available and it
20 becomes necessary for the appropriate building administrator to assign another
21 teacher to cover an absent teacher's class, he/she will be reimbursed at a rate of drivers
22 ed rate per class. Reimbursement for a fractional class period will be prorated based
23 on actual time spent in the classroom.

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1 F. Bargaining unit members and administrators shall be mutually responsible
2 for creating and maintaining conditions conducive to learning and the maintenance of
3 discipline.

4 G. On the second Thursday of September, December, March, and May, at
5 3:30 p.m. in the district office, the Association Executive Committee and
6 administration, including the superintendent, will meet to address Master
7 agreement issues, current or anticipated. The superintendent of schools will
8 send a reminder e-mail one week ahead of time asking for agenda items to be
9 returned to him/her. On the Monday preceding the meeting day, the
10 superintendent will e-mail a copy of the agenda to each member of the Quarterly
11 Conference Team, or e-mail a cancellation notice if no items are received 48
12 hours before the start of the meeting. Minutes will go to Association members,
13 Administration and all Board members. The District is responsible for recording
14 and distribution of the approved minutes.

15 H. One teacher paid 1/5 their rate of pay, may agree to teach during their prep
16 period. This would be based on need as determined by the administration and
17 seniority, qualification and certification.

18 I. Middle school/ High school personnel who participate in the lunch supervision
19 rotation are eligible for one (1) additional discretionary day. (See guidelines for
20 discretionary days.) The number of days staff would work per school year will vary
21 according to the number of staff who signs up for the rotation.

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1 **ARTICLE VII**

2 **Teaching Conditions**

3 The parties recognize that the availability of optimum facilities for both student
4 and teacher is desirable to insure the high quality of education that is the goal of both
5 teacher and the Board. It is also acknowledged that the organization of the school and
6 the school day should be directed at insuring that the energy of the teacher is primarily
7 utilized to this end.

8 A. Because the pupil-teacher ratio is an important aspect of an effective
9 educational program, the parties agree that class size should be lowered wherever
10 possible.

11 B. Elementary schools, grades kindergarten through five inclusive should be as
12 follows wherever possible:

- 13 1. Kindergarten 22 pupils
- 14 2. Elementary school grades 27pupils
- 15 3. Special education classes

16 The number of pupils shall be as
17 provided by the applicable guidelines
18 of the state of Michigan. The receiving
19 elementary or grade level teacher will
20 be present at IEPC and have input.
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22 C. In secondary grades, six through twelve inclusive, the ratio of pupils to
23 teachers and other professional staff members of the high school shall not exceed 27 to
24 1 wherever possible. The administration will try to achieve the best or manageable
25 balance possible in both elementary and secondary grades. Only a staff member's time
26 actually devoted to duties in the high school may be counted in determining the pupil-
27 teacher ratio.

1 D. The Board recognizes that appropriate texts, library reference facilities, maps
2 and globes, laboratory equipment, audio-visual equipment, questionnaires, and similar
3 materials are the tools of the teaching profession. The parties will confer from time to
4 time for the purpose of improving the selection and use of such education tools. The
5 Board agrees at all times to request teacher participation in the selection of
6 instructional equipment and teaching supplies.

7 E. If funds are available, elementary K-5 teachers will be relieved of bus duty and
8 responsibilities in the cafeteria. Such responsibilities may be assigned to teacher aides.
9 These responsibilities may include inventorying of supplies and equipment, collecting
10 money for milk and lunch, and similar nonprofessional responsibilities.

11 F. The Board shall make available in each school adequate lunchroom, rest
12 rooms and lavatory facilities exclusively for teacher use and at least one room,
13 appropriately furnished, which shall be reserved for the faculty.

14 G. Communications with parents, other schools, and organizations being
15 essential to a positive school, a private uninterrupted phone station for school business
16 only will be provided as designated for a teacher's use.

17 H. The Association is granted the privilege of installing appropriate vending
18 machines in the teacher's workroom, the proceeds to be used for the existing Teachers'
19 Fund. The District shall incur no liability for monitoring of such funds from the
20 vending machines.

21 I. Adequate parking facilities shall be made available to teachers. Designated
22 (marked to separate students from faculty) parking areas will be monitored by building
23 principal during the school day.

24 J. Notwithstanding their employment, teachers shall be entitled to full rights of

1 citizenship and no religious or political activities of any teacher or the lack thereof shall
2 be grounds for any discipline or discrimination with respect to the professional
3 employment of such teacher. The private and personal life of any teacher is not within
4 the appropriate concern or attention of the Board.

5 K. The provisions of this Agreement and the wages, hours, terms and conditions
6 of employment shall be applied without regard to race, creed, religion, color, national
7 origin, age, sex, handicap, or marital status or membership in or association with the
8 activities of any employee organization. The Board and the Association pledge
9 themselves to seek to extend the advantages of public education to every student
10 without regard to race, creed, religion, sex, handicap, color or national origin and to
11 seek to achieve full equality or educational opportunity to all pupils.

12 L. The middle school will select one middle school staff member to serve in the
13 middle school lead position and each department in the secondary school will select
14 one staff member to serve as department chairperson(s) for the school year; selection
15 to be made prior to the end of the second week of the school year. Lead position and
16 department chairperson(s) positions are rotated on a yearly basis, if desired. The duties
17 and responsibilities of the department head will be determined by the Building
18 Principal following input from the teachers concerned, and will be submitted to each
19 member of the department. In the event a chairperson(s) is not selected, the Building
20 Principal will appoint a chairperson(s). **If** a bargaining unit member so appointed does
21 not wish to be appointed, he/she shall have the right to decline the appointment.

22 Chairperson(s) will be selected as per schedule B for academic and support areas.
23 The makeup of each department will be mutually developed by the administration and
24 the SEA. The position of department chairperson will be a paid position.(delete)

1 Tenured teachers are not required to submit lesson plans. Each teacher however,
2 will have lesson plans for a "sub" in the event of the teacher's absence. Emergencies
3 will be dealt with on an individual basis. (Note: **If** a teacher is absent and there are no
4 available lesson plans at the teacher's work site, it is expected that a teacher would
5 either send appropriate lesson plans to the school principal or secretary with another
6 teacher, family member, or friend. **If** this is not possible the teacher may FAX or
7 telephone in the lesson plans to the school principal or secretary to fulfill the
8 requirement of this section.

9 Non tenured teachers are required to submit weekly written lesson plans to the
10 Building Principal Monday morning by 8:30A.M.

11 N. The Board of Education shall provide substitute personnel in the event the
12 elementary music, gym, computer, Spanish, or art teacher is absent. These teachers
13 will have a "generic" lesson plan on file.

14 O. For the purposes of this Agreement, a communicable disease shall be as
15 defined by the Michigan State Health Department. In the event that a child with an
16 ongoing or chronic communicable disease is allowed by policy or law to attend school,
17 all employees potentially having contact with the student shall be notified, unless
18 compelled by law otherwise. The Board shall provide inservice instruction or training
19 in hygienic practices and management to employees coming into contact with such
20 students.

21 The Board agrees to indemnify bargaining unit members against any damages,
22 fines, legal fees, or other costs that may result as a consequence of following Board
23 policy and/or inservice instruction regarding management of students with
24 communicable diseases.

1 Any employee contracting a communicable disease shall have no fewer rights to
2 continued employment with the employer than the rights afforded to a student to
3 attend school. Such employees shall have the right to continue working as long as
4 his/her personal physician certifies that he/she is able to continue unless there is
5 contrary intervention by the Michigan Department of Health. The employer shall have
6 the right to request a second medical opinion at its own expense.

7 P. Elementary teachers will be responsible to provide one (1) evening program
8 during the school year.

9 Q. A Mentor Teacher shall be defined as a Master Teacher, a college professor, or
10 a retired Master Teacher as identified in section 1526 of the School Code as in effect or
11 as amended, and shall perform the duties of a Master Teacher as specified in the code.

12 Each teacher in his/her first three (3) years in the classroom shall be assigned a
13 Mentor Teacher in a joint decision by the Association and Administration; who can
14 offer assistance, resources, and information in a nonthreatening collegial fashion.

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

- 16 a) Participation as a Mentor Teacher shall be voluntary.
- 17 b) The District shall immediately notify the Association of those
18 members requiring a mentor assignment or any mentor change.
- 19 c) The assignment of the Mentor Teacher shall be finalized within the
20 first month of school.
- 21 d) Every effort shall be made to match Mentor Teachers and Mentees
22 who work in the same building and have the same area of
23 certification.

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- 1 e) Mentees shall only be assigned to one (1) Mentor Teacher at one
2 time.
- 3 f) The Mentor Teacher assignment shall be for one (1) year subject to
4 review by the Mentor Teacher, Mentee, and Administration at the
5 end of each semester. The appointment may be renewed in
6 succeeding years.
- 7 g) Mentor Teachers will be paid an annual stipend of \$100 per mentee.

8 **ARTICLE VIII**

9 **Vacancies and Promotion**

10 A. A vacancy shall be defined as any position, either newly created or a present
11 position, that is not filled, which the Board intends to fill. Whenever any vacancy in
12 any certificated professional position in the district shall occur, the Board shall
13 publicize the same by giving ten (10) days written notice of such vacancy to the
14 Association and to the Building Coordinator or Principal of Schools in each school
15 building. No vacancy shall be filled, except in case of emergency on a temporary basis,
16 until the Association has been notified.

17 B. Any teacher may apply for such vacancy. Each vacancy must be applied for
18 separately. In filling such vacancy, the Board agrees to give due weight to the
19 professional background and attainments of all applicants, the length of time each has
20 been in school system of the District, and other relevant factors. An applicant with less
21 service in the system shall not be awarded such position unless his qualifications
22 therefore shall be substantially superior to applicants with greater service. The Board
23 declares its support of a policy of promotions to supervisory and executive levels.
24 "Service" in the system, for purposes of this Agreement, shall mean continuous

1 employment in a school of the District, irrespective of tenure status, but shall exclude
2 all periods when the teacher was on leave of absence.

3 C. Provision will be made for consultation between the Board of Education,
4 Administrators and Association on subjects relating to dismissal, transfer, demotion s
and promotion of professional personnel. Final decision will remain with the Board of
6 Education.

7 D. With respect to any vacancy that becomes open during the school year, either
8 permanently or temporarily, the Administration shall have the right to fill that position
9 with a substitute teacher on a temporary basis until the end of that semester at which
10 time the position would be posted if it is a permanent vacancy.

11 **ARTICLE IX**

12 **Consolidation - Annexation**

13 In the event that this school district shall be combined by consolidation or
14 annexation with one or more districts, the Board of Education will use its best efforts
15 to assure the continued employment of the members in the new and reorganized
16 school district.

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18 **ARTICLE X**

19 **Reduction in Personnel**

20 A. No later than thirty (30) days following ratification of this Agreement, and by
21 September 30th thereafter, the Employer shall prepare and post in every building of
22 the district a seniority list. Bargaining unit members shall be ranked on the seniority
23 list from most senior to least senior. If a bargaining unit member does not object to
24 his/her placement on the seniority list within thirty (30) days of the posting, that list

1 shall become final for the purpose of reduction in personnel for that. school year.

2 B. Seniority shall be defined as length of service within the bargaining unit as of
3 the bargaining unit member's first day of hire and as recognized as a union member.
4 (Note" retro-pay does not equate retro seniority.) In circumstances of more than one
5 bargaining unit member signing an individual contract on same date of hire, all such
6 individuals so affected shall participate in a drawing, conducted by the Association at a
7 time and in a place available to bargaining unit members, to determine the affected
8 members' placement on the seniority list. The district shall be informed of the results
9 in writing following the drawing. Members returning from a leave or layoff in which
10 seniority does not accrue shall be placed at the bottom of the list of members for their
11 respective position (number of accumulated years) on the list if more than one person
12 is listed in order for that particular position. Part-time bargaining unit members shall
13 accumulate seniority on a prorated basis, based on the actual number of paid
14 equivalent days worked.

15 Seniority shall be lost permanently if a bargaining unit member resigns, retires, is
16 discharged for just cause, fails to return from an authorized leave of absence, is a
17 probationary teacher whose contract is not renewed, or fails to respond to recall to a
18 position for which they are certified and qualified or is permanently and verifiably
19 disabled and will not be able to return to work.

20 **If** a bargaining unit member becomes disabled, he/she shall continue to accrue
21 seniority for not more than one (1) year or up until the time the disability is certified
22 permanent, whichever is shorter, and if the disabled member returns to work at some
23 future date, he/she will be reinstated with the level of seniority held prior to its
24 discontinuance.

1 C. Seniority shall continue to accumulate for any bargaining unit member on
2 paid leave of absence, paid maternity leave, or sick leave. Teachers who are laid off
3 following the end of the first semester or later during a contract year shall be
4 considered having completed the contract year for purposes of placement on the Salary
5 Schedule and Seniority List. No salary scale advancement shall be granted if recalled
6 during the same contract year. Individuals on unpaid leaves of absence shall not
7 accrue seniority during such leave and the bargaining unit member shall be placed on
8 the seniority list upon his/her return to employment in the same manner as those
9 returning from layoff.

10 Administrators shall not accrue seniority in the bargaining unit, but shall be
11 entitled to reinstatement of seniority held prior to becoming an administrator if the
12 administrator is returned to active membership in the bargaining unit, provided
13 his/her employment in the district has been continuous as per tenure law.

14 D. In the event of a general cutback or reduction of teachers through layoff from
15 employment, the following will be utilized by the Board or its designee. **If** there is no
16 mutual agreement following discussion as stipulated in Section E below, all bumping
17 within the bargaining unit shall take place within fifteen (15) calendar days of Board
18 action.

- 19 1. Teachers holding permits in the specific positions being reduced or
20 eliminated will be laid off first, provided there are fully certificated
21 teachers to replace and perform all of the duties of the laid-off teachers.
22
- 23 2. **If** reduction is still necessary, then probationary teachers in the specific
24 positions being reduced or eliminated will be laid off, provided there are
25 fully qualified, fully certificated teachers to replace and perform all of the
26 duties of the laid-off teachers.
27
- 28 3- **If** reduction is still necessary, the teachers in the specific position being
29 reduced or eliminated will be laid off in accordance with the following
30 factors:

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Seniority, certification, and qualifications shall be used to determine any layoff. All three factors shall be given equal weight, and the teacher who has the lowest ranking will be first laid off. If two or more teachers have an equal ranking, the teacher with the least seniority shall be first laid off. If a position is eliminated, the surplus employee shall be allowed to bump a person of lesser seniority in the bargaining unit, provided he/she is certified and qualified to fill the position of the employee being bumped. Such bumping shall occur by the effective date of the layoff.

"Qualifications" shall be defined to include only the following:

- a. Advanced credit hours beyond minimum certification requirements.
- b. Number of years of K-12 public education teaching experience out of the District.
- c. Educationally related workshops and/or professional training in areas related to bargaining unit member's employment.
- d. Past performance as revealed through formal evaluations.

Except in the event of an emergency, bargaining unit members shall be given at least thirty (30) days advance written notice of layoff prior to the effective date of the layoff. An emergency for the purposes of this Article shall be defined as an event or occurrence which results in extensive physical damage to school property; (i.e., fire, plumbing breaks, and vandalism) which are of such a nature that they could not have been anticipated in advance. Financial emergencies for the purposes of this Article shall be defined as the loss of two and five-tenths (2.5%) percent or more of the K-12 students as verified by the Official Count Days or most recent count for that year; or if the base grant is frozen at the previous year rate or is reduced from the previous year rate; or if a millage fails after the start of the school year.

Any tenured employee on layoff shall be entitled to recall for up to three (3) years, any non-tenured employee on layoff shall be entitled to recall for up to the length of his/her seniority not to exceed 2 years and be reinstated to the seniority level held by

1 the bargaining unit member prior to such layoff upon his/her return to employment.
2 This will not affect employees laid off prior to July 1, 2007. The Board shall recall
3 employees in the reverse order of layoff to any position for which bargaining unit
4 member is certified and qualified. Such bargaining unit member shall be notified of
5 recall by certified letter to the bargaining unit member's last known address of record.
6 The bargaining unit member shall have ten (10) days from receipt of such certified
7 letter to notify the district superintendent of acceptance or rejection of such position.
8 Rejection of a position shall not restrict the bargaining unit member's right to recall or
9 retention of seniority rights provided the position rejected was not a full time position
10 or equivalent in time to the position previously occupied by the bargaining unit
11 member.

12 E. Before official action on a reduction of teachers is taken by the Board of
13 Education, it will give written notice to the Association President by certified mail
14 return receipt requested of the contemplated reduction and afford the Association
15 opportunity to discuss it with the employer. Such notification shall be given to the
16 Association President at least ten (10) calendar days prior to any official Board action.
17 As soon as the names of the teachers to be laid off are known, a list of such names shall
1a be given to the Association. Such notification shall be given to the Association
19 President at least 10 calendar days prior to any official Board action.

20 F. In the event the Association questions the decision of the employer as to
21 specific teachers involved in layoff, bumping or in the filling of vacant positions, the
22 Association shall put such concerns in writing to the Superintendent. The employer,
23 following receipt of the Association request, will set forth in writing to the Association
24 President its reason for its action. It is understood, however, that the Association's

1 request for this information is reasonable, timely, and intended in good faith.

2 G. If the employer fails or refuses to comply with Section E and F above, or if the
3 reasons assigned clearly demonstrate that the employer acted arbitrarily or
4 capriciously, the Association has the right to utilize the grievance and arbitration
5 procedure to seek relief. If the employer does comply with Section E & F, the
6 Association cannot utilize the grievance and arbitration procedure.

7 H. Those teachers on leave of absence shall notify the superintendent's office by
8 April 15 of the current school year of his intent to return to the Stephenson School
9 District the following year or his leave shall be terminated. It is the teacher's
10 responsibility to keep his address with the Personnel Office current.

11 1. Other Conditions

- 12 a. Leaves of absence without pay will be automatically granted to any
13 and all personnel affected by a reduction in staff. These leaves of
14 absence shall not prohibit the teachers from seeking and accepting
15 gainful employment elsewhere and shall not be terminated for that
16 reason except on written request of the teacher.
- 17
- 18 b. During said leave of absence the teacher shall receive no insurance
19 benefits at Board expense, but may elect to continue insurance
20 benefits by paying the premiums directly to the carrier. This section
21 is contingent upon approval by the insurance carrier.
- 22
- 23 c. During said leave of absence such teacher's seniority shall remain
24 unbroken despite such leave, but shall not accumulate. His
25 accumulated sick leave shall not be canceled, but shall remain
26 credited to him.
- 27
- 28 d. Any teacher who would have qualified for retirement during the
29 reduction year shall be permitted to teach that year so as to acquire
30 needed service.
- 31
- 32 e. The leave of absence for the purpose of staff reduction shall not
33 result in loss of status or credit for previous years of service. Upon
34 return to the district he shall assume the position on the salary
35 schedule previously held with no credit allowed for the leave of
36 absence period.
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2 **ARTICLE XI**

2

3 **Transfers**

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4 A. The parties agree that unrequested transfers of teachers are to be minimized
5 and avoided whenever possible.

6 B. Requests to transfer to vacancies occurring in the system may be made when:

7 1. The application is made in writing

8

9 2. The person requesting the transfer is fully qualified for the position.

10

11 3. The transfer is for the good of the system as well as the individual.

12

13 C. Any teacher who shall be transferred to a supervisory or administrative
14 position and shall later return to a teacher status shall be entitled to retain such rights
15 as he may have had under this Agreement prior to such transfer to supervisory or
16 executive status.

17

ARTICLE XII

18

Sick Leave

19 A. All full-time employees shall receive sick leave credit at the rate of 1.11 days
20 per school month, unless they have accumulated 125 days. At that time sick leave
21 credit shall be earned at the rate of .88 and shall become available to the teachers as is
22 earned. **If** during a particular illness, in any one year, an employee does not have
23 sufficient sick days accumulated, unless participating in the sick leave bank, as defined
24 below, that employee's salary shall be docked and then upon employee's written
25 request, repaid to the employee, up to the number of earned sick days, on the 21st
26 check in June of the contract year. When the maximum number of sick days are
27 reached, deductions for sick days taken will be made at the end of the school year

1 rather than on a monthly basis. However, at no time will a teacher start a school year
2 with more than the allowable maximum number of days.

- 3 1. Unused sick leave shall be cumulative to 125 days.
- 4 2. Teachers shall be given written notice of sick days available at the
5 beginning of the school year. The teacher shall be responsible for
6 keeping a running account of sick leave throughout the balance of the
7 school year.

8
9 B. There is hereby established a sick leave bank which shall be administered
10 as follows:

- 11 1. **The Association shall establish and administer the said sick**
12 **leave bank for the benefit of teachers. The superintendent or**
13 **designee will assist the association in keeping track of days in**
14 **the sick bank and list of donors as provided by the union.**
- 15
16 2. Each teacher shall be entitled to donate one sick day to the bank as
17 needed. Donations will be on a purely voluntary basis. The said one sick
18 day donated will be deducted from each participating teacher's total sick
19 days.
- 20
21 3. Any teacher who has used up all of his/her sick leave due to chronic,
22 long-term or intermittent personal illness and has volunteered to
23 participate in the bank will be entitled to use any number of sick days
24 allotted to him/her by the Association, except that the number of days
25 allotted shall not exceed the total number of days in the bank. The bank
26 may not be used for maternity leave. The Sick Bank Committee may
27 grant or deny leave days requests from the bank. Its judgment and/or
28 decision will be final. Written approval from the Association by the Sick
29 Bank must be provided to the payroll office before compensation will be
30 made. It is the purpose of the sick leave bank to assist members until
31 L.T.D. begins.
- 32
33 4. The bank would be limited to a number of days equal to the number of
34 teachers in the school system within the given school year unless there
35 has been a reduction in staff. New hires will be allowed to contribute
36 their day regardless of the number of days in the bank.
- 37
38 S. When any teacher is making use of the days allotted to him/her by the
39 Association from the bank, he/she will receive his regular teaching salary,
40 and the Board will pay the substitute's salary up to the time when the
41 total number of days allotted to the teacher by the Association from the
42 bank has expired.
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1 6. **If** the total number of days is not used in a given school year, the total
2 number of days not used shall be carried forward to the next school year.
3 At such time, teachers can again voluntarily contribute one sick leave day
4 to bring the total number of days in the bank up to the maximum allowed
5 (which is defined above to be a number of teachers in the system within
6 the school year).

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9 7. The Board shall in no way be responsible for the allocation of days from
10 the bank to teachers or indicating the teachers who should donate days to
11 the sick leave bank. Such matters shall be the sole and separate
12 responsibility of the Association. No grievance shall be filed by the
13 Association or any teacher on any matters which are specifically made the
14 responsibility of the Association and not the Board in this paragraph.
15 The Association agrees to indemnify and hold harmless the Board for
16 damages incurred by the Board with respect to the matters made solely
17 the responsibility of the Association and not the Board in this paragraph.

18
19 C. Any teacher who is absent because of an injury or disease compensable under
20 the Michigan Workers' Disability Compensation Law, shall receive from the Board the
21 difference between the workers' compensation benefits and his regular pay for the
22 number of days he is absent from his teaching duties up to the limit of his accumulative
23 leave in the sick bank with subtraction of sick leave.

24 D. The Board reserves the right to request a statement from physician in case of
25 chronic, intermittent absences or mass absences or upon evidence of abuse. If a
26 statement from a physician is requested, any expense of such statement shall be borne
27 by the Board of Education.

28 E. Procedure for notification of absence because of illness

29 1. Please notify AESOP at www.aesoponline.com or the Office of the
30 Superintendent of Schools no later than one hour prior to the start of the
31 teacher's assigned arrival time, if you plan to be absent for the day
32 because of personal illness. (Report of Absence form must be submitted)

33
34 2. The teacher's class list must be available to the substitute teacher.

35
36 3. Assignments and lesson plans will be provided for the substitute teacher.
37 (See Article 7, Section M)

38

- 1 5. Time necessary for attendance at the funeral of person whose
2 relationship to the teacher warrants such attendance. Leave to be
3 approved by the Building Coordinator or Principal of the school.
4
- 5 6. Death in the immediate family shall have a limitation of three days for
6 each bereavement. Bereavement days do not have to be consecutive if a
7 spring burial is necessary. Additional time may be granted by the
8 Superintendent for extenuating circumstances. Immediate family shall
9 refer to husband, the wife, or the child and the mother, father, brother,
10 brother-in-law or the sister, sister-in-law, grandfather, grandmother, and
11 grandchild of the employee or of the spouse. Not more than one day of
12 Sick Leave shall be granted by the Board of Education for the death of an
13 uncle or aunt of the employee or of the spouse. Special consideration
14 may be granted to the employee for persons who reside with the family.
15

16 C. Leaves of absence with pay not chargeable against the teacher's allowance
17 shall be granted for the following reasons. Leaves of absence without pay, other than
18 those described in this Master Agreement, shall be granted at the discretion of the
19 district.

- 20 1. Jury duty -.persons called for jury duty will be paid the difference
21 between their pay as a juror and their regular salary. Such time as spent
22 in jury duty will not be charged against personal business or sick leave.
23 Any mileage fees paid by the Court to the employee may be retained by
24 the employee without the amount being deducted from his pay.
25
- 26 2. Court appearance as a witness in any case connected with the teacher's
27 employment or the school and involving no moral turpitude on the part
28 of an employee as later verified by the proofs.
29
30

31 D. A teacher shall be entitled to three (3) days of personal leave per year to be
32 used at the employee's discretion. Two (2) additional personal leave days shall be
33 granted when the employee accumulates 125 sick days. Any personal
34 leave/discretionary days not used in the current school year will be allowed to
35 accumulate as sick day(s) at the start of the new school year. Total accumulation of
36 sick days is not to exceed 125 days.
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- (1) Those desiring to use such leave shall submit their request to AESOP of the anticipated absence, except in cases of emergency. In such case, the employee shall apply as soon as possible. Report of Absence for must be submitted.
- (2) Charges for the use of such days shall be at the minimum rate of one-half (1/2) day per time used.
- (3) These days shall not be used on the first or last day of school, or to extend holidays or vacations, or on Parent-Teacher Conference days, or Professional developmentjinservice days, unless under extenuating circumstances, to be determined individually in advance by the Superintendent of Schools. Use of these days shall be based on the availability of qualified substitutes. A "qualified" substitute shall be defined as a substitute teacher on the school's substitute list.
- (4) Days of discretion may be used during hunting season provided no more than ten (10) percent ofthe staff uses the leave on any one day and provided that qualified substitutes are available. If more than ten (10) percent of the staff applies for a day of discretion during hunting season for any one day, a drawing shall be held by the Association. Exceptions to the ten (10%) percent limit may be considered.
- (5) Elementary personnel who participate in the before school supervision rotation within their respective buildings are eligible for one (1) additional discretionary day. (See guidelines for discretionary days.)
- (6) Personnel who assist in moving of their classroom are eligible for two (2) additional discretionary days.
- (7) Guidance counselor is eligible for two (2) additional discretionary days.
- (8) 2011-2012- Teaching personnel receive two (2) elective days. Guidelines for use of these days are as follows:
 - 1. Cannot be used in May
 - 2. Cannot be carried over to next year
 - 3. Cannot be used on Professional Development Days
 - 4. An irrevocable decision by September 23, 2011 must be made by the employee to receive \$100 cash per day (employee pays Social Security, \$92.89 take home pay per day) or take the elective days
 - 5. Guidelines for use are the same as for personal/discretionary days
 - 6. This sunsets at the end of this contract

E. Leave of absence without pay shall be granted upon application for the following purposes providing a qualified replacement can be found:

- 1. Study related to the teacher's licensed field.
- 2.
- 3. Study to meet state certification other than that held by the teacher.
- 4.
- 5. Study, research, or special teaching assignment involving probable
- 6. advantage to the school system.
- 7.

8 F. Military leave of absences shall be granted in accordance with applicable law.

9 G. The Board may grant up to one (1) year leave of absence without pay for
10 pregnancy or adoption. Upon completion of leave, the teacher shall be assigned to the
11 same position or a substantially equivalent position.

12 Details regarding when the teacher should cease employment, or return to
13 employment will be determined by the circumstances in each case and determined by
14 the administration and the employee with the advice and assistance of a physician.
15 This leave shall not result in a break in continuous service in the district (seniority) for
16 leaves not exceeding one semester. In case of a leave exceeding one semester, the
17 teacher shall retain the seniority she had at the date of the commencement of the leave
18 of absence.

19 In lieu of this provision a teacher may elect to utilize the sick leave provisions of
20 Article XII.

21 In the event the adopting agency requires a period of child care as a part of the
22 adoption procedure, the employer will grant an unpaid leave of absence for the period
23 of time required by the adopting agency.

24 H. (Sabbatical Leave) No specific provisions are made for the sabbatical leave of
25 the regular employees. Each case will be considered and judged on its own merits.

26 I. When a regular employee qualifies for retirement, is laid off, or severs
27 employment after 20 years of service, the Board of Education shall pay to the employee

1 the amount equivalent up to 1/2 the current substitute teacher rate per day for an
2 amount equivalent to accumulated sick leave days not used. Any employee who starts
3 their last year of employment with the maximum number of accumulated sick leave
4 days, shall be awarded the full ten (10) days at the end of his or her retirement year.

5 J. (Professional Leave) School employees who are elected or appointed as
6 delegates, committeeperson, or officers of professional and educational organizations
7 may be approved by the Board of Education for time off from school duties without
8 loss of pay to attend the professional meetings. Each request shall be judged on its
9 own merits.

10 K. Dental work scheduled during the teaching day will not be considered under
11 sick leave unless a signed statement by the dentist is presented to the office prior to
12 taking leave from work indicating it is impossible for the dentist to make appointments
13 at times other than the teaching day. This restriction applies only to normal checkups
14 and cleaning, and shall not apply to those occurrences when the employee is in pain or
15 need of dental work.

16 L. Medical checkups scheduled during the teaching day will not be accepted for
17 sick leave. Beyond 75 miles will be accepted if a statement is provided by the family
18 physician that the checkup is necessary immediately and cannot be arranged at recess
19 periods during the school year including Thanksgiving, Christmas, Easter, and
20 summer. This restriction applies only to regular physical checkups and not to
21 diagnostic checkups or when the employee is ill or injured, or is being fit into the
22 physician's schedule for necessary medical diagnosis.

23 M. Leave of absence will be granted as per FMLA. Information about FMLA may be
24 found at <http://www.dol.gov/esa/regs/statutes/whd/fmla.htm#content>

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ARTICLE XIV

Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address, computer or audio system, and similar surveillance devices shall be strictly prohibited unless mutually agreed upon by the teacher and administration. The appropriate administrator will notify the local Association President of each occurrence.

B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. This section shall not apply to a decision by the Board of Education concerning the non-renewal of a probationary teacher's contract, the same being within the discretion of the Board of Education as provided by law.

C. Evaluation -To Improve Services

1. The administration shall be responsible for written evaluations of all teachers, probationary and tenure.
2. Teachers may be evaluated in writing once each semester, unless specific recommendations for improvement have been indicated and discussed with the teacher, in which case further evaluations may be conducted. The teacher shall have the right to request a different administrator perform the subsequent evaluations without the right of selection. This provision shall not restrict the administration in observing the teacher in the classroom or in the number of observations.
3. The teacher shall be notified no later than the morning of the formal evaluation. Prior to a formal evaluation the administrator shall meet with the bargaining unit member at a reasonable time for a pre-evaluation conference for the purpose of discussing the methods and materials the teacher will be using during the evaluation period. Following the evaluation a post evaluation conference shall be held prior to completion of a formal written evaluation to discuss the teacher's

1 performance. This paragraph is in no way meant to discourage or limit
2 administrators from observing teachers or stopping in at their
3 classrooms.

- 4
- 5 4. The teacher shall be provided with a copy of a formal evaluation report.
- 6
- 7 5. Any teacher receiving substandard evaluations that may lead to dismissal
8 shall be provided with definite, positive assistance to rectify professional
9 difficulties. The teacher shall be provided a reasonable time to effect the
10 recommendations for improvement, except this section shall not apply to
11 probationary teachers who are being evaluated pursuant to the Michigan
12 Teachers/Tenure Act concerning renewal or non-renewal of their
13 employment.
- 14
- 15 6. Should an employee feel that he has been misjudged in his/her final
16 evaluation, he/she may present his/her case in writing and/or in person
17 to the Superintendent, and the written response of the teacher shall be
18 placed in the teacher's personnel file.
- 19
- 20 7. The Teacher Performance Assessment Tool, as negotiated, shall be used
21 to determine merit pay. The current 2011-2012 Teacher Performance
22 Assessment Tool and the merit pay dollar amount sunsets with the end of
23 this contract, June 30, 2012.
- 24 a. Merit Pay for 2011-2012 will be \$1.00, based on a minimum of
25 50% total score, utilizing the Teacher Performance Assessment Tool
- 26

27 **ARTICLE XV**
28 **Protection of Teachers**

29 A. Since the teacher's authority and effectiveness in his/her classroom is
30 undermined when students discover that there is insufficient administrative backing
31 and support of the teacher, the Board and the administration recognizes its
32 responsibility to give all reasonable support and assistance to teachers with respect to
33 the maintenance of control and discipline in the classroom. The Board further
34 recognizes that the teacher may not fairly be expected to assume the role of special
35 counselors, social workers, law enforcement personnel, physicians or other
36 professional persons for emotionally disturbed students. Whenever it appears that a
37 particular pupil requires the attention of special counselors, social workers, law

1 enforcement personnel, physicians or other professional persons, the Board will take
2 steps to aid the teacher with respect to such pupils.

3 Teacher(s) will make reasonable efforts to work with special counselors, social
4 workers, law enforcement personnel, physicians, or other professional persons in
5 regards to students who have special diagnosed problems. Bargaining unit members
6 and administrators shall be mutually responsible for creating and maintaining
7 conditions conducive to learning and the maintenance of discipline.

8 B. Any case of assault upon a teacher shall be promptly reported to the Board
9 through its designated representative. The Board will render all reasonable assistance
10 to the teacher in connection with handling of the incident by law enforcement and
11 judicial authorities.

12 C. If any teacher has a formal, legal complaint lodged against him/her, or is sued
13 for reason of disciplinary action taken by the teacher against a student, the Board will
14 render all reasonable assistance to the teacher in his defense, providing the actions
15 taken by the teacher were in compliance with P.A. 451 of 1989, MC. 380.1312, Corporal
16 Punishment.

17 D. Time lost by a teacher in connection with any incident mentioned in this
18 Article shall not be charged against the teacher providing the teacher has been found
19 innocent of all charges.

20 E. Teachers shall be expected to exercise reasonable care with respect to the
21 safety of pupils and property.

22 F. The building level coordinator/principal will provide teachers access to a
23 confidential list/file of students with diagnosed health and emotional problems on a
24 need to know basis.

1 E. If the parties fail to reach an agreement in such negotiations, either party may
2 invoke the mediation machinery of the Michigan Employment Relations Commission
3 (MERC) or take any other lawful measure it may deem necessary.

4 F. Letters of intent to negotiate shall be delivered not later than March 1 of the
5 calendar year in which this agreement expires.

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ARTICLE XVII

8

Grievance Procedure

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A. Definitions

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B. Purpose

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The primary purpose of the procedure set forth in the Section is to secure, at the lowest level possible, equitable solution to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

1 C. When a cause for grievance occurs, the affected bargaining unit member(s)
2 and/or the Association shall file a grievance in an attempt to resolve the problem.

3 Association representatives shall be appointed and/or elected according to
4 Association policy. The Board hereby designates the principal or immediate supervisor
5 (elementary supervisor) to act as its representative at Level One as hereinafter
6 described and the superintendent or his designated representative to act at Level Two
7 or during expedited grievances as hereinafter described.

8 1. Termination of or failure to re-employ a probationary teacher shall not be
9 a subject of the grievance procedure; and neither shall

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2. The termination of services or failure to re-employ any teacher to a
position on the extracurricular schedule.

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D. Written grievances as required herein shall contain the following:

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LEVEL ONE

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Within fifteen (15) days of the alleged violation or when the alleged violation
should reasonably have been discovered, the individual member(s) and/or the
Association shall first meet with the immediate supervisor concerned and informally
discuss the problem. A record of the subject of the discussion shall be made and signed

1 and dated by the administrator, the grievant and/or the Association. Within five(s)
2 days of the oral discussion, the administrator shall give his verbal answer to the
3 employee and/or the Association. If the employee/Association is not satisfied with the
4 answer of the administrator, the grievance shall be formally reduced to writing and
5 advanced to the next level.

6 **LEVEL TWO**

7 If the complaint is not resolved in the conference between the affected bargaining
8 unit member(s) and/or the Association and the administration, a formalized grievance
9 shall be advanced and submitted in writing to the Superintendent at Level Two within
10 ten (10) days from the initial discussion. If a grievance affects more than one member
11 or is filed by the Association in defense of the contract rather than a specific
12 individual(s), the grievance may be expedited and begin in writing at the
13 Superintendent's level rather than with the immediate supervisor's level without there
14 being any claim of technical failure to follow the grievance procedure by either party.

15 The Superintendent shall answer in writing within ten (10) days of receipt of
16 grievance. The written answer shall specifically state whether or not the
17 Superintendent sustains or denies the grievance and the grounds for that answer and it
18 shall be signed and dated, a copy to be transmitted to the grievant, the Association
19 Secretary, the immediate supervisor concerned, and a copy to be placed in a permanent
20 grievance file in this office. Within five (5) days of receipt of the Superintendent's
21 denial, the Association and/or grievant shall advance the grievance to Level Three.

22 **LEVEL THREE**

23 If the bargaining unit member(s) and/or the Association is/are not satisfied with
24 the resolution of the grievance at Level Two, the Association may elect to proceed to

1 binding arbitration except that any claim or complaint for which there is another
2 remedial procedure established by law shall not be subject to arbitration. If the
3 Association advances the grievance to binding arbitration before an impartial
4 arbitrator, it shall mail a copy of the Demand for Arbitration within twenty (20) days
5 following receipt of the written denial of the Superintendent to the Superintendent's
6 office. The arbitrator shall be selected by the American Arbitration Association in
7 accord with its rules which shall likewise govern the arbitration proceeding. Both
8 parties agree to be bound by the award of the arbitrator and the fees and expenses of
9 the arbitrator shall be shared equally by the Association and the Board.

10 The powers of the arbitrator shall be subject to the following:

- 11 1. He shall have no power to alter, add to, subtract from, disregard, or
12 modify the specific terms of this Agreement.
- 13 2. More than one grievance may not be considered by the arbitrator at the
14 same time except upon express written mutual consent of the parties.
- 15 g. Where no financial loss has been caused by the action of the Board, the
16 Board shall be under no obligation to make monetary adjustments and
17 the arbitrator shall have no power to order one.

18 E. Right to Representation

19 Any party in interest may be represented at all meetings and hearings at all
20 steps and stages of the grievance procedure by another teacher or another person.
21 Provided, however: That any teacher may in no event be represented by an officer,
22 agent, or other representative of any teacher organization other than the Association.
23 Provided, further: When a teacher is not represented by the Association, the
24 Association shall have the right to be present and to state its views at all stages of
25 grievance processing.

26 F. Miscellaneous

- 27 1. During the pendency of any proceedings and until final determination

1 has been reached, all proceedings shall be private and preliminary
2 dispositions will not be made public without the agreements of all parties
3 or as required by law.
4

- 5 2. There shall be no reprisals of any kind by administrative personnel taken
6 against any party in interest of his Association Representative, any
7 member of the Grievance Committee, Appeal Committee, or Ad Hoc
8 Committee, or any other participants in the procedure set forth herein by
9 reason of such participation.
10
11 3. All documents, communications and records dealing with the processing
12 of a grievance shall be filed separately from the personnel files of the
13 participants.
14
15 4. Timelines as to filing and to advance or respond to a grievance within this
16 procedure shall be strictly adhered to by all parties unless mutual written
17 agreement to extend a timeline has been reached and signed by the
18 parties involved.
19
20 5. Any grievance arising hereunder shall be processed until resolution. In
21 the event this Agreement shall have expired, the parties agree that this
22 procedure shall continue in full force and effect during the negotiations
23 of a successor agreement and that all grievances shall be processed by
24 this procedure until a successor agreement has been ratified and signed
25 by the parties at which time the terms of the new contract shall take
26 effect and a new procedure, if any, shall be used.
27
28 6. Any agreement reached between the Association and the employer is
29 binding on all individuals concerned and cannot be changed by any
30 individual.
31
32 7. All preparation, filing, presentation, or consideration of a grievance shall
33 be held at times other than when an employee or participating
34 Association representative are to be at their assigned duty stations unless
35 mutual consent has been obtained beforehand.
36

37 **ARTICLE XVIII**

38 **Retirement**

- 39 A. Retirement will be in accordance with federal and state law.
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1 **ARTICLE XIX**

2
3 **Miscellaneous Provisions**

4 A. Teachers will be available in their respective building for conferences with
5 parents at a time that is mutually agreeable to all parties. These meetings will take
6 place within a three-day period after notification from the office or telephone/e-
7 mail/other contact from the parent. Teachers reserve the right to ask an administrator
8 to be present.

9 B. Procedure for Reports of Injuries to school employees. The Board of
10 Education of the Stephenson Area Public Schools carries compensation insurance on
11 every teacher employed.

12 In case of an accident, inform the Office of the Superintendent at once. Report all
13 accidents--even those of a minor nature.

14 School employees are covered by Workmen's Compensation insurance at all times,
15 in and out of the community, providing the employee is considered working within the
16 course of his/her employment at the time of injury.

17 C. This Agreement shall supersede any rules, regulations or practices of the
18 Board which shall be contrary to or inconsistent with its terms. It shall
19 likewise supersede any contrary or inconsistent terms contained in any
20 individual teacher contracts heretofore in effect. All future individual teacher
21 contracts shall be made expressly subject to the terms of this Agreement. The
22 provisions of this Agreement shall be incorporated into and be considered
23 part of the established policies of the Board. A copy of the individual contract
24 form(s) shall be attached hereto and shall remain unchanged for the duration
25 of this Agreement.

1 D. The Agreement supersedes and cancels all previous agreements: Verbal or
2 written, or based on alleged practices, between the parties. Any amendment or
3 agreement supplemental hereto shall not be binding upon either party unless executed
4 in writing by the parties hereto.

5 E. Copies of this Agreement shall be printed at the expense of the Board and
6 made available to all teachers now employed or hereafter employed by the Board.
7 Copies of this Agreement shall be proofread, signed, printed, and distributed at the
8 earliest possible date following ratification by the parties. The Association shall be
9 provided six (6) copies without charge.

10 F. Extracurricular positions shall be considered non-tenure positions subject to
11 review and rehire on an annual basis by the Board. Teachers will be given first
12 consideration for open positions.

13 G. Any agreement(s) reached between the Association and the employer is
14 binding on all individuals and cannot be changed by any individual. All such
15 agreements shall be in writing and signed by the appropriate parties.

16 **ARTICLEXX**

17 **Insurance Protection**

18 The Board shall pay the premiums for the MESSA insurance composite rate as
19 negotiated for a full twelve (12) month period for the bargaining unit member and
20 his/her entire family and any other eligible dependents as defined by MESSA. The
21 Board agrees to pay as negotiated the insurance composite rates for the 2011-2012
22 school years for the MESSA insurance plans Pak A and B.

23 Commencing on July 1, 2012, the Board agrees to pay the premiums for MESSA
24 Choices II 10j2o Pak A and Pak B. The employer is required to sign an employer

1 participation agreement. When appropriate, MESSA Choices II 10/20 or Limited
2 Medicare Supplement and Medicare Part B premiums shall be paid on behalf of the
3 employee, spouse, and/or dependents eligible for Medicare.

4 Employees not selecting MESSA Pak A will select MESSA Pak B. Where normally
5 and to the extent provided as a part of the Pak, fringes shall include internal and
6 external coordination of benefits. Other MESSA or MESSA options shall be available
7 to employees at their own expense on a payroll deduction basis, including annuities.
8 Coverage as described above shall take effect upon ratification and completion of the
9 open enrollment period and shall run from 7-1 to 6-30 each year.

10 Part-time employees shall be entitled to prorated health insurance with the
11 employee and the Board sharing the cost of the premium. Part-time employees shall
12 be entitled to all other fringe benefits described herein on the same prorated basis and
13 must participate in the vision and dental programs as required by MESSA.

14 Teachers terminated for whatever reasons shall be provided with whatever
15 insurance benefits are mandated by the new federal law entitled the Consolidated
16 Omnibus Budget Reconciliation Act (PL 99272), referred to as COBRA.

17 MESSA Choices II 10/20 PakA: Coverage will be effective 7/1/2011

- 18 A. 1. MESSA Choices II 10/20 Health Insurance
19 2. Prescription drug card will be the Choices II 10/20 Plan
20 3. Deductibles will be reimbursed when the employee provides a
21 MESSA Explanation of Benefits (EOB) to the business office
22 noting deductible. Deductible amounts to be deducted from
23 MESSA Pak B annuities (Total not to exceed \$12,200)
- 24 • EOB must be presented to the Central Office
 - 25 between 7/1/11 and 6/30/12 to receive deductible
 - 26 reimbursement; not to exceed 200/400 as per plan
 - 27 • If possible, employees should turn in EOB
 - 28 reimbursement prior to June 1, 2012
 - 29 • Sunset on deductible reimbursement and
 - 30 withdrawals from PAK B Annuities for deductibles at
 - 31 the end of this Master Agreement

- 1 B. 1. Long Term Disability Insurance (LTD)- 66 2/3%
- 2 2. \$3,000 maximum monthly benefit
- 3 3. Sixty (60) Calendar days-straight wait Elimination Period
- 4 4. COLA- as defined under LTD
- 5 5. Alcohol/Drug and Mental/Nervous same as any other illness
- 6 6. 5% Minimum Payout
- 7 7. Pre-existing Limits Waived
- 8 8. Family Social Security Offset
- 9 9. No Survivor Income
- 10 10. Freeze on Offsets
- 11 11. No Educational Supplement
- 12 12. 2 Year Own Occupation
- 13
- 14 C. Delta Dental Plan 8oj8oj8o: \$1,000 Orthodontic Rider
- 15 D. Negotiated Term Life: \$45,000 with AD&D
- 16 E. VSP 3 Plus Vision Insurance

17

18 MESSA Pak B:

- 19 A. 1. Long Term Disability Insurance (LTD)- 66 2/3%
- 20 2. \$3,000 maximum monthly benefit
- 21 3. Sixty (60) Calendar days-straight wait Elimination Period
- 22 4. COLA- as defined under LTD
- 23 5. Alcohol/Drug and Mental/Nervous same as any other illness
- 24 6. 5% Minimum Payout
- 25 7. Pre-existing Limits Waived
- 26 8. Family Social Security Offset
- 27 9. No Survivor Income
- 28 10. Freeze on Offsets
- 29 11. No Educational Supplement
- 30 12. 2 Year Own Occupation
- 31 B. Delta Dental Plan 8oj8oj8o: \$1,000 Orthodontic Rider
- 32 C. Negotiated Term Life: \$45,000 with AD&D
- 33 D. VSP-3 Plus Vision Insurance
- 34 E. 2011-2012 Pak B people will receive an annuity based on the census of Pak B
- 35 enrollees less PAKA deductibles determined by the close of enrollment with a
- 36 Board-approved carrier.
- 37 F. The Pak B annuity will revert to \$365 per month or \$4,380 per year upon
- 38 sunset of the 2011-2012 school year
- 39

1 Any insurance benefits provided for herein shall be subject to the terms and
2 conditions specified in the insurance policies, and any claim by any employee shall not
3 be the basis of a grievance or subject to arbitration. The Board, by payment of any
4 premium payments required to provide coverage as agreed upon, shall be relieved from
5 all liability with respect to any insurance benefits provided in this Agreement. The
6 failure of an insurance company to provide any of the benefits, which it has contracted
7 for, for any reason, shall not result in any liability to the Board.

8 The Board agrees to pay the negotiated composite insurance plan (referenced
9 above) for the dates 7-01-2011 to 6-30-2012. The Board's contributions shall be up to
10 \$15,500.00 for the 2011-2012 school year.

11 Payroll deduction for the balance of the composite premium costs shall be
12 withdrawn from the employee's 21 pays, from September to June, for the 12 months of
13 insurance coverage (i.e. July 1 for June). A Section 125 plan shall be established for
14 employee deductions.

15 All employees entitled under Pak B of the MESSA Pak shall be able to select a
16 carrier for their annuity from the list of ten mutually agreed to by the parties.

11 **ARTICLE XXI**

18 **Deductions for Professional Dues**

19 A. The Board agrees to deduct from teacher's salaries teacher organization dues
20 for the Michigan Education or the National Education Association or any combination
21 of these organizations as the teachers individually and voluntarily authorize the
22 Business Office to deduct and to transmit the amount deducted to such recipients as
23 may be authorized by the above respective organizations.

24 B. Each of the aforementioned organizations shall certify to the Business Office

■ in writing the current rate of its membership dues.

2 C. Each teacher who desires to authorize such deduction shall file with the
3 Business Office a signed and dated "Continuing Membership Form".

4 D. Such authorization shall continue in effect unless subsequent to June 1 and
5 prior to September 15 of any year, such authorization is formally revoked by the
6 teacher in writing and copies thereof are delivered to the Association and the Board.
7 However, it is understood that state law outlaws automatic or passive payroll
8 deductions that fund most types of union political activities like campaign financing or
9 lobbying efforts therefore no such deductions will be made.

10 E. The deduction of membership dues shall be made from one regular pay check
11 each month, for ten (10) months beginning in September and ending in June of each
12 year and the Board agrees promptly to remit to the respective Associations all monies
13 so deducted, accompanied by a list of teachers from whom the deductions have been
14 made if the teacher has executed and delivered, in advance, the appropriate deduction
15 form.

16 ARTICLE XXII

17 Multi-Building Assignments

18 Schedules of teachers working in more than one building must be approved by the
19 Office of Superintendent and include:

20 A. At least five (5) periods of instruction time with children present. A period to
21 be equivalent to a minimum of 50 minutes or 250 minutes of actual instruction per
22 teaching day.

23 B. No schedule changes will be permitted involving more than one building
24 without prior approval of the Office of Superintendent.

1 C. Changes within a building must be approved prior to implementation by the
2 Building Coordinator or Principal.

3
4

5 **ARTICLE XXIII**

6 **Summer Employment**

7 Summer employment positions in the Stephenson Area Public Schools summer
8 school will be filled first by teachers regularly employed in the Stephenson Area Public
9 School System, if the applicants are qualified to fill any such summer employment
10 positions. Reimbursement for summer employment shall be at a rate equal to the then
11 current rate of pay for driver education instructors.

12 In filling such positions, consideration will be given to a teacher's area of
13 competence, major and/or minor field of study, quality of teaching performance and
14 previous summer school teaching experience.

15 Application by regularly employed teachers for summer employment will be filed
16 with the Superintendent within two (2) weeks after such announcement concerning
17 summer employment is made. The decision of the Board on such applications and
18 filling of such vacancies, unless arbitrary, capricious, or without basis in fact, will be
19 final.

20 **ARTICLE:XXIV**

21 **Strike Prohibition**

22 The Association recognizes that strikes (as defined by Section 1 of Public Act 336
23 of the P.A. of 1947, as amended, of Michigan) by teachers are contrary to law and
24 public policy. The Board and the Association subscribe to the principle that differences

1 shall be resolved by appropriate and peaceful means, in keeping with the high
2 standards of the profession, without interruption of school program. Accordingly, the
3 Association agrees that during the term of this Agreement it shall not direct, instigate,
4 participate in, encourage, or support and strike against the Board by any teacher or s
group of teachers. In the event a teacher, during the term of this Agreement,
6 individually participates in a strike as presently defined by PERA against the Board and
7 in violation of the Association's admonition and above agreed to prohibition, the Board
8 shall have the right to discipline said striking teacher unless the strike was precipitated
9 by the Board's failure to implement the award of an arbitrator under the binding
10 arbitration clause in this Agreement.

11

12

13 **ARTICLE XXV**

14 **Agreements Contrary to Law**

15 If any provision of this Agreement or any application of the Agreement to any
16 teacher or group of teachers shall be found contrary to federal or Michigan Law, then
17 this provision or application shall be deemed invalid except to the extent permitted by
18 law, but all other provisions hereof shall continue in full force and effect.

19

19 **ARTICLE XXVI**

20 **Duration of Agreement**

21 This Agreement shall be effective as of July 1, 2011, and shall continue in effect
22 until June 30, 2012.

23

24

■ **ARTICLE XXVII**

2 **Academic and Professional Responsibility**

3 Since teachers are working with students who have not reached full maturity, they
4 are expected to consider carefully their words, deeds, actions, and personal image in all
5 classroom and supplementary duty situations.

6 **It** is the responsibility of the teacher to insure fair presentations of facts,
7 philosophies and ideologies for consideration. Freedom of individual conscience,
8 association and expression will be encouraged and fairness in procedure will be
9 observed to safeguard the legitimate interests of the school and community.

10 Patriotism in its highest form requires dedication to the principles of our
11 democratic heritage. Professional ethics require sharing the responsibility for the
12 development of sound policy with all other citizens. As educators we are particularly
13 accountable for participating in the development of education programs and policies,
14 and for interpreting them to the public.

15 The professional staff is committed to the Code of Ethics of the educational
16 profession as adopted by the Michigan Education Association and the National
17 Education Association.

18 The Association agrees to establish a professionalism committee to work with the
19 Board of Education in the areas listed:

20 A. The implementation of Article XII and XIII with specific reference to requests
21 not specifically covered by the Master Agreement. The final decision in all cases,
22 however, to remain with the Board of Education.

23 D. The implementation of the Code of Ethics of the Association.

24

1 **ARTICLE XXVIII**

2 **Agency Shop**

3 A. All full-time teachers in the bargaining unit shall, on or before the
4 sixtieth(60th) day following the beginning of the school year, as a condition of
5 employment or of continued employment, either:

- 6 1. Become members of the Association; or
7
8 2. Pay to the Association an amount of money which the Association
9 certifies in writing as a cost equal to the negotiation and administration
10 of this Agreement.
11
12 3. Full-time teachers hired during the school year shall be required to
13 tender only a pro rata amount of the fee.
14
15 4. Temporary, and/or part-time teachers employed on a day-to-day basis or
16 specially certificated vocational instructors employed on a day-to-day
17 basis shall not be required to join the Association or pay a service fee.
18
19 S. Notwithstanding the provisions of this article, any teacher who evidences
20 to the Association that he is a member of a church whose longstanding
21 teachings have historically forbidden joining or supporting a labor union
22 or similar organization and that the member has such personal religious
23 convictions shall, so as to show good faith, agrees to make a contribution
24 as hereinafter provided. The sum of the contribution shall be equivalent
25 to the dues uniformly required to be paid by members of the Stephenson
26 Education Association and shall be made to a nonunion, nonreligious,
27 charitable or nonprofit organization mutually agreed upon by the
28 Association and the teacher, such organization to be located within the
29 boundaries of the school district. The teacher will furnish a copy of the
30 receipt thereof to the Association. Failure to make such payment or
31 authorize payment through payroll deduction shall, at the request of the
32 Association, cause the Board to terminate the employment of such
33 teacher.
34

35 B. In the event a teacher shall not pay the required amount as scheduled, the
36 Board and the Association shall:

- 37 1. The Association shall notify the teacher of noncompliance by certified
38 mail, return receipt requested. Said notice shall detail noncompliance
39 and shall provide ten (10) days for compliance and shall further advise
40 such teacher that a request for discharge may be filed with the Board in
41 the event compliance is not effected.

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2. If the teacher fails to comply, the Association may file charges in writing with the Board and may request termination of the teacher's employment.
3. The Board upon receipt of said charge and request for termination, shall conduct a hearing thereon. To the extent the teacher is protected by the provisions of the Michigan Tenure Act all proceedings shall be in accordance with this act. In the event of compliance at any time prior to discharge, charges may be withdrawn.
4. The employment of any teacher whose employment may be terminated, shall be continued in normal function until the time when there is a final decision upholding such termination of employment.
- S. In the event the Board, acting on the request of the Association, discharges or attempts to discharge an employee for failure to comply with these conditions, the Association shall assume all costs, indemnify and save harmless the Board, each individual Board member and agents of the Board against any and all claims, demands, suits, expenses or other forms of liability, including back pay of whatever kind and nature that shall arise out of action taken by the Board for the purpose of complying with the provisions of this Agreement subject to the following:
 - a. That the Association shall have the right to choose competent legal counsel to defend any said suit or action, and to compromise or settle any claim made against the Board under this section.
 - b. That the Board agrees to aid the Association in its defense by notifying the Association of such suit in a timely fashion and to help in the obtaining of evidence at both trial and appellate levels.

ARTICLE XXIX

"The parties agree to abide by all aspects of P.A. 4, which, as of the effective date of this Agreement, includes provision for an Emergency Financial manager." The Association registers its expectations to the powers granted to the EFM by P.A.4

Stephenson Area Public Schools 2011-2012

	Mon.	Tues.	Wed.	Thu.	Fri.
Aug/Sept 2011	29	30	31	1	2
	5	6	7	8	9
	12	13	14	15	16
TD=21	19	20	21	22	23
SD=19	26	27	28	29	30

October 2011	Mon.	Tues.	Wed.	Thu.	Fri.
10-5,6 conf 2:30-6:30p	3	4	5	6	7
MEAP 10-11-10-21	10	11	12	13	14
	17	18	19	20	21
TD=20	24	25	26	27	28
SD=20	31				

November 2011	Mon.	Tues.	Wed.	Thu.	Fri.
End of 1 st Quarter 11-4		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
TD=18	21	22	23	24	25
SD=18	28	29	30		

December 2011	Mon.	Tues.	Wed.	Thu.	Fri.
				1	2
Full=11; PD=1	5	6	7	8	9
	12	13	14	15	16
TD=12	19	20	21	22	23
SD=12	26	27	28	29	30

January 2012	Mon.	Tues.	Wed.	Thu.	Fri.
	2	3	4	5	6
TD=21	9	10	11	12	13
SD=21	16	17	18	19	20
End of 2nd Qtr: 1/20	23	24	25	26	27
	30	31			

February 2011	Mon.	Tues.	Wed.	Thu.	Fri.
			1	2	3
	6	7	8	9	10
TD=19	13	14	15	16	17
SD=19	20	21	22	23	24
	27	28	29		

Fall Parent/Teacher Conferences:

October 6H: Early Dismissal @ 2:05 SES: 2:15 SHS
Conferences: 2:30pm-6:30pm

Sorino Parent/Teacher Conferences:

March 8th: Early Dismissal @ 2:05 pm SES; 2:15pm SHS
Conferences: 2:30pm-6:30pm

"Act of God"- Not more than the equivalent hours of six days.
Professional Development - 32.34 hours; if cancelled, must be made up per state law.

First Check: September 1, 2011


March 2012	Mon.	Tues.	Wed.	Thu.	Fri.
				1	2
MME/ACT March 6, 7, 8	5	6		8	9
TD-21 SD-21	12	13		15	16
3/23 End of 3 rd quarter MME/ACT Make-up	19	20	21	22	23
	26	27	28	29	30

April 2012	Mon.	Tues.	Wed.	Thu.	Fri.
Spring Break 4-2 Good Friday April 6 Easter April 8	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
TD=15	23	24	25	26	27
SD=15	30				

May 2012	Mon.	Tues.	Wed.	Thu.	Fri.
		1	2	3	4
TD=23	7	8	9	10	11
SD=23	14	15	16	17	18
SES Dismiss at noon HS dismiss @ 12:10pm	21	22	23	24	25
Last day for students 6/1/12	28	29	30	31	1

168 Contact days with students
173 Teacher Days
5 Equivalent Professional Development Days
The above calendar includes the following:

August 31; Sept 1	Professional Development
September 6	First Day for Students
October 6	P/T Conf 2:30 pm – 6:30 pm
October 7	No School P/T Comp
November 15	Hunting Recess; No School
November 23 -- 25	Thanksgiving Break/No School
December 19 -- January 2	Christmas Break/No School
February 17-20	Mid Winter Break No School
March 8	P/T Conf 2:30 pm – 6:30 pm
March 9	No School P/T Comp
April 2 – April 9	Spring Break No School
May 31 & June 1	Half-day of School
June 1	Last Day of School
18 hrs total	PD Equivalent hours for three full days scheduled throughout the year after school Early Dismissal – SES @ 1:10pm SHS @ 1:20 pm

 - Schools not in session

 - Schools in session
Professional Development

Length of Day SES: 8:00am-3:10 pm
SMS/SHS 8:10 am- 3:20 pm

STEPHENSON SCHOOLS
2011-12 0% INCREASE WITH STEPS

STEP	MAor						
	BA	BA + 15	BA + 18	BA+24	BA+45	MA+ 15	MA+24
0	1.00	1.05	1.06	1.08	1.13	1.18	1.21
1	1.04	1.09	1.10	1.12	1.17	1.22	1.25
2	1.08	1.13	1.14	1.16	1.21	1.26	1.29
3	1.12	1.17	1.18	1.20	1.25	1.30	1.33
4	1.17	1.22	1.23	1.25	1.30	1.35	1.38
5	1.22	1.27	1.28	1.30	1.35	1.40	1.43
6	1.27	1.32	1.33	1.35	1.40	1.45	1.48
7	1.32	1.37	1.38	1.40	1.45	1.50	1.53
8	1.38	1.43	1.44	1.46	1.51	1.56	1.59
9	1.44	1.49	1.50	1.52	1.57	1.62	1.65
10	1.50	1.55	1.56	1.58	1.63	1.68	1.71
11	1.56	1.61	1.62	1.64	1.69	1.74	1.77
12- 14	1.62	1.67	1.68	1.70	1.75	1.80	1.83
15- 19	1.67	1.72	1.73	1.75	1.80	1.85	1.88
20-24	1.73	1.78	1.79	1.81	1.86	1.91	1.94
25+	1.79	1.84	1.85	1.87	1.92	1.97	2.00

STEP	MAor						
	BA	BA+ 15	BA + 18	BA+24	BA+45	MA + 15	MA+24
0	29,377	30,846	31,140	31,727	33,196	34,665	35,546
1	30,552	32,021	32,315	32,902	34,371	35,840	36,721
2	31,727	33,196	33,490	34,077	35,546	37,015	37,896
3	32,902	34,371	34,665	35,252	36,721	38,190	39,071
4	34,371	35,840	36,134	36,721	38,190	39,659	40,540
5	35,840	37,309	37,603	38,190	39,659	41,128	42,009
6	37,309	38,778	39,071	39,659	41,128	42,597	43,478
7	38,778	40,246	40,540	41,128	42,597	44,066	44,947
8	40,540	42,009	42,303	42,890	44,359	45,828	46,709
9	42,303	43,772	44,066	44,653	46,122	47,591	48,472
10	44,066	45,534	45,828	46,416	47,885	49,353	50,235
11	45,828	47,297	47,591	48,178	49,647	51,116	51,997
12-14	47,591	49,060	49,353	49,941	51,410	52,879	53,760
15-19	49,060	50,528	50,822	51,410	52,879	54,347	55,229
20-24	50,822	52,291	52,585	53,172	54,641	56,110	56,991
25+	52,585	54,054	54,347	54,935	56,404	57,873	58,754

Schedule "B" Athletic Salaries

2011 – 2012 School Year

_____ % on Base \$29,377.00

I.	FOOTBALL	%	
	Head Coach	14.50	\$4,259.67
	Assistant Varsity Coach	9.60	\$2,820.19
	Junior Varsity Coach	11.60	\$3,407.73
	Assistant Junior Varsity Coach	7.30	\$2,144.52
2.	BASKETBALL		
	Boys' Head Coach	14.50	\$4,259.67
	Boys' Junior Varsity Coach	11.60	\$3,407.73
	Boys' 8h Grade Coach	4.80	\$1,410.10
	Boys' 7h Grade Coach	4.80	\$1,410.10
	Girls' Head Coach	14.50	\$4,259.67
	Girls' Junior Varsity Coach	11.60	\$3,407.73
	Girls' 8th Grade Coach	4.80	\$1,410.10
	Girls' 7h Grade Coach	4.80	\$1,410.10
3.	TRACK AND CROSS COUNTRY		
	Boys' Head Track Coach	11.60	\$3,407.73
	Boys' Assistant Track Coach	7.70	\$2,262.03
	Boys' Junior High Track Coach	4.80	\$1,410.10
	Boys' Junior High Track #2	3.00	\$881.31
	Girls' Head Track Coach	11.60	\$3,407.73
	Girls' Assistant Track Coach	7.70	\$2,262.03
	Girls' Junior High Track Coach	4.80	\$1,410.10
	Girls' Junior High Track #2	3.00	\$881.31
	Cross Country Coach	10.50	\$3,084.59
	Cross Country Assistant Coach	5.80	\$1,703.87
4.	VOLLEYBALL		
	Girls' Head Coach	14.50	\$4,259.67
	Girls' Junior Varsity Coach	11.60	\$3,407.73
5.	GOLF		
	Head	7.70	\$2,262.03
6.	CHEERLEADING		
	Head.....	7.70	\$2,262.03
	Junior High.....	3.90	\$1,145.70
7.	Timer & Scorer		\$9.00 each per game
8.	Filming Games (Staff Only)		\$8.50 per game
9.	Cheerio Bus Chaperones per bus ... \$15.00 under 25 miles- \$30.00 over 25 miles (Split total if more than one chaperone per bus- funded by student charge)		
10.	Starting 2006-07, staff(union member) coaches will receive one percent increase on the base for every two years of continuous service in the same position. Head coaches will have a maximum of 5 increases. Assistant coaches will have a maximum of 3 increases.		
II.	<i>Not applicable to the 2011-2012 school year</i>		
	Assistant Varsity Football coach# 2- hiredwhen#of athletes exceeds 30-7.30% of base		
	Assistant Varsity Track coach #2- hired when# of athletes exceeds 36-4.80% of base		
	Jr. High Track Assistant Coach- hired when# of athletes exceeds 18		
	Assistant HS Cheerleading Coach- hired when# of athletes exceeds 18		
	<i>Note:</i> Positions on Schedule B are filled at the discretion of the Board		

2011-2012 School Year
 Advisor Salaries
 ___% on Base \$29,377.00

1.	Play Director	4.50	\$1,321.97	
2.	Annual Director	9.00	\$2,643.93	
3.	Band Director	9.20	\$2,702.68	
4.	Vocal Music	3.00	\$881.31	
5.	Business Professionals of America#1	6.10	\$1,792.00	
	Business Professionals of America #2..	4.10	\$1,204.46	
6.	American Field Service ...	2.90	\$851.93	
7.	National FFA Organization- Head	5.00	\$1,468.85	
	National FFA Organization- Assistant...	3.00	\$881.31	
8.	Class Advisors:			
	Seniors #1 ...	3.90	\$1,145.70	
	Seniors #2 ..	3.90	\$1,145.70	
	Juniors #1	3.90	\$1,145.70	
	Juniors #2.....	3.90	\$1,145.70	
	Sophomores #1.....	1.90	\$558.16	
	Freshmen #1	1.90	\$558.16	
	8th Grade #1	1.50	\$440.66	
	7th Grade #1	1.50	\$440.66	
	6" Grade #I	1.50	\$440.66	
	5" Grade #I	1.70	\$499.41	
	5th Grade #2	1.70	\$499.41	
9.	Driver Education	17.00		
10.	Middle School Lead #I	3.60	\$1,057.57	
II.	Department Heads (6 total):			
	Physical Education, Industrial Arts, Business, and Fine Arts...	3.60-	\$1,057.57	
	Social Studies	3.60-	\$1,057.57	
	English	3.60-	\$1,057.57	
	Math.....	3.60-	\$1,057.57	
	Science	3.60-	\$1,057.57	
	Special Education ..	3.60-	\$1,057.57	
12.	SADD	2.50	\$734.43	
13.	Science Olympiad .	3.70	\$1,086.95	
14.	Art Club..	2.50	\$734.43	
15.	Honors Advisor(s):			
	HIQ	1.90	\$558.16	
	National Honor Society	1.90	\$558.16	
	Student Council.	3.70	\$1,086.95	
16.	Tech Club-Head	2.50	\$734.43	
17.	Tech Club- Assistant* . . .	2.00	\$587.54	
18.	Newspaper	2.50	\$734.43	
19.	10% grant incentive to employees who successfully write competitive grants, up to \$1,000.00 per grant			
20.	Attendance at conferences approved in advance by the administration:			
	• Travel expenses by personal car will be reimbursed at the IRS rate per mile plus actual expenditures for tolls			
	• Cost for lodging-and meals will be reimbursed at a rate equal to a maximum of\$75/day, if traveling with one or more persons of the same sex; iftraveling alone , the rate shall be \$90/day			
21.	All bargaining unit members shall be entitled to free admittance to all school-sponsored athletic and cultural events. The purpose of this paragraph is to encourage teacher/employee attendance and participation in school activities which are important to he school and community.			

*Tech Club assistant will be hired when the number of participants exceeds 18

Longevity increases every 2 years (limit 3) for union staff members only:

%	longevity increase%
2.0 and below	0.25
2.1-4.0	0.50
4.1-6.0	0.75
6.1-up	1.00

1 Official confirmation of ratification of new 2011-12 Master Agreement consummated as
2 of September 13, 2011 by the Board of Education of the Stephenson Area School
3 District and the Upper Peninsula Education Association.
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8 Education Association:

Board of Education:

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President, MEA/SEA

Date

By: _____

President

Date

Chief Negotiator

Date

Secretary

Date

Negotiating Committee
Member

Date