

AGREEMENT

BETWEEN

SAULT STE. MARIE AREA PUBLIC SCHOOLS

BOARD OF EDUCATION

AND THE

SAULT EDUCATION ASSOCIATION

SEPTEMBER 1, 2011 – JUNE 30, 2012

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3 A G R E E M E N T
4

5 This Agreement is entered into this 25th day of August, 2011 (settlement date),
6 by and between the Board of Education of the Sault Ste. Marie Area Public
7 Schools, hereinafter called the "BOARD" and the Sault Teachers Bargaining Unit
8 of the Sault Education Association, Michigan Education Association and the
9 National Education Association, hereinafter called the "ASSOCIATION". This
10 Agreement is effective from September 1, 2011 through June 30, 2012.
11

12 ARTICLE I
13 RECOGNITION
14

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

38 ARTICLE II
39 MEMBER RIGHTS
40

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24
25 H. INTERNET ACCEPTABLE USE

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

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

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

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

14
15 ARTICLE III
16 BOARD RIGHTS
17

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

- 24
- 25 1. To the executive management and administrative control of the
26 school system and its properties and facilities, and the activities of
27 its employees;
- 28
- 29 2. To hire all employees and, subject to the provisions of law, to
30 determine their qualifications and the conditions for their
31 continued employment, or their dismissal or demotion; and to
32 promote and transfer all such employees;
- 33
- 34 3. To establish grades and courses of instruction, including special
35 programs, and to provide for athletic, recreational, and social
36 events for students;
- 37
- 38 4. To decide upon the means and methods of instruction, the selection
39 of textbooks and other teaching materials, and the use of teaching
40 aids of every kind and nature;
- 41
- 42 5. To determine class schedules, the hours of instruction, and the
43 duties, responsibilities, and assignments of members and other
44 employees with respect thereto, and with respect to administrative

1 and non-teaching activities, and the terms and conditions of
2 employment.
3

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

13 ARTICLE IV
14 DEDUCTIONS FOR PROFESSIONAL DUES
15

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

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

10 ARTICLE V
11 MEMBERS' HOURS
12

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

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

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

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

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

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

ARTICLE VI
EMERGENCY SCHOOL CLOSING

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

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

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

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

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

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

42
43
44
45

ARTICLE VII
TEACHING LOADS AND ASSIGNMENTS

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

B. Maximum class responsibilities shall be as follows:

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

Elementary Class Sizes

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

Overload Language:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34
35 N. Members who will be affected by a change in grade assignment and/or
36 who will be affected by a change in subject assignments will be notified
37 and consulted as soon as is practical when such change is known to
38 Administration in advance.

39
40 O. The District may facilitate teachers in becoming highly qualified through
41 reasonable accommodations to the teacher including fees in the subject
42 area to which they are assigned (once per subject area). Teachers who
43 become or are not qualified under ESEA will be subject to the following
44 provisions:

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

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

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

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

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

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

ARTICLE VIII
WORKING CONDITIONS

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

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

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

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

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

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

5
6 L. Safety Equipment - The Board of Education shall provide without cost, the
7 necessary safety equipment to those members working in designated
8 areas. Adequate and approved safety equipment shall include, but not
9 limited to, goggles, barriers, hard-hats, auditory protection devices, and
10 safety shoes and glasses, as required by MIOSHA.

11
12 ARTICLE IX
13 VACANCIES AND TRANSFERS
14

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

18
19
20 B. A list of all teaching vacancies in the District will be available for teachers
21 in the Personnel Office. The Board shall publish all vacancies by posting
22 in each school and notifying each building representative, as well as email
23 notification to all members. Those teachers on layoff shall be notified by
24 certified mail or verified e-mail. (An e-mail address shall be tested and
25 found working within one month of the start of the bidding process.)
26

27 C. A teacher who is to be mandatorily transferred will be notified by a
28 written statement not later than fourteen (14) calendar days prior to the
29 effective date of the transfer, stating reason(s) for the transfer. In the event
30 school is not in session, this notification will be sent by registered or
31 certified mail. Such notification shall also be provided to the Association.
32

33 D. Changes in enrollment that occur after school starts and which are not
34 predictable may necessitate building transfers and changes of assignments
35 from the original assignment. The Association and the member will be
36 consulted and informed in writing as soon as possible before such changes
37 are made.
38

39 E. The administration has the right to make transfers at any time in
40 accordance with Article IX.
41
42
43
44
45

ARTICLE X
REDUCTION IN PERSONNEL

1
2
3
4 A. It is hereby specifically recognized that the Board has the right, when it is
5 necessary, to reduce the educational program, curriculum, and staff; and
6 that the procedures set forth in this policy shall be used in laying off
7 personnel, subject to those limitations expressly set forth in the Master
8 Agreement between the Board and Association.
9

10 B. Reduction in Personnel - In order to promote an orderly reduction in
11 personnel when the education program, curriculum, and staff is curtailed,
12 layoff shall proceed on the basis of inverse seniority; i.e., those with the
13 least seniority are to be laid off first.
14

15 A member who is laid off pursuant to this policy, has the right to be
16 placed in a teaching position for which he/she is certified and qualified to
17 fill and which is occupied by a member with less seniority.
18

19 1. When a combination classroom is eliminated and two separate
20 grades are created, the member teaching that classroom will move
21 into either grade of that combination or into a single classroom if
22 only one is created.
23

24 2. When a combination classroom is created, the more senior teacher
25 will be offered the option of filling the position. If the senior
26 teacher declines the position, the less senior teacher will be placed
27 in the position.
28

29 3. When a position is eliminated in any building, the teacher shall
30 displace the teacher with the least seniority in that building for
31 which they are certified and qualified. If they are the least senior
32 member in their building, they shall displace the member with the
33 least seniority in the district, in the teaching area they are certified
34 and qualified to teach.
35

36 4. Certification on file in the Director of Personnel's office as of June
37 1st will be used in job placements for the next year's school
38 assignment.
39

40
41 C. Seniority
42

43 1. Certified members within the school district. For the purpose of this
44 policy, "seniority" is defined to mean the amount of time an individual

1 is continuously employed as a certificated member within the school
2 district.

3
4 a. The Board shall prepare a seniority list and distribute to all
5 members by October 31st of each year.

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

15
16 1). Former members currently employed as
17 administrators in the district shall retain full seniority
18 rights earned as members of the Sault Education
19 Association. Such persons shall be indicated as frozen
20 on the seniority list.

21
22 c. Seniority shall begin with the date of issuance of the
23 individual teacher contract.

24
25 d. Where years of service and starting dates are identical,
26 seniority list placement shall be determined by a drawing of
27 lots prior to 1996-97 bid process. Subsequent ties shall be
28 broken at the time they are created in the same fashion.

29
30 e. All seniority is lost when employment with the district is
31 severed by resignation, retirement, or discharge for cause.

32
33 f. When on approved leave, seniority will be granted and
34 accumulates only for the duration of the initial leave.
35 Extensions to leaves will not earn seniority, but the member
36 will retain all previously earned seniority.

37
38 2. It is agreed by the undersigned that "partial" is to be interpreted as
39 anyone who had full-time employment and has been reduced to
40 working for less than full-time due to reductions made in
41 programs.

42
43 3. All persons reduced from full-time employment due to reduction
44 in force will be placed on the layoff list. Members on this list will

1 be recalled in accordance with Article X, Section D, of the Master
2 Agreement whenever a position becomes available.
3

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

10
11 E. Members to be recalled will be notified by certified mail. The member
12 must respond within seven (7) calendar days of receipt of notice of recall
13 and must report for recall at a time mutually acceptable to the
14 Superintendent and the member. Members who fail to respond will be
15 considered to have resigned.

16
17 F. Laid off members shall be recalled in inverse order of layoff provided the
18 member is certified and qualified for the vacancy. Should a laid off
19 teacher be assigned to such position and refuse it, the Board is not
20 required to offer any other position, and the teacher has voluntarily
21 terminated.
22

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

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

33 I. Recalled members shall be entitled to all previously accumulated benefits.
34

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

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

44 L. All members on layoff will be removed from the layoff/recall list after a
45 period of two (2) calendar years unless they opt to be reinstated to the

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

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

12
13 The two (2) year time periods may be extended by the member an
14 unlimited number of times.
15

16 ARTICLE XI
17 TEACHER EVALUATION
18

- 19
- 20 A. The first purpose of an evaluation is to improve instruction.
21
 - 22 B. The records made in carrying out teacher evaluation will be maintained at
23 the building level except for final evaluation reports. Copies of these
24 records will be provided the evaluatee on written request within a
25 reasonable amount of time.
26
 - 27 1. The evaluatee shall receive a copy of the final written evaluation
28 report after having signed the report in the presence of the
29 evaluator. The evaluatee's signature shall indicate he/she has read
30 and is familiar with the evaluator's report, but the signature does
31 not necessarily imply agreement with the final evaluation report.
32
 - 33 2. If a tenure teacher receives a less than satisfactory performance
34 evaluation, the evaluator shall provide the teacher with an
35 individualized development plan in consultation with the
36 individual teacher.
37
 - 38 C. Each evaluatee shall be provided for his/her personal file, a complete
39 copy of any written evaluation report after being signed by the evaluator
40 and that is submitted by the evaluator to the Central Staff Administrator.
41 The evaluatee shall be provided a copy of any written summary made as a
42 result of the evaluation conferences.
43
 - 44 D. If a disagreement exists between the evaluator and the evaluatee, the
45 evaluatee may submit a written response within ten (10) workdays of the

1 conference or submission of any reports. The evaluatee's response shall be
2 attached to the evaluator's report to which the evaluatee objects. In
3 addition, the evaluatee may request a conference with the Superintendent
4 or a Central Staff Administrator designee.
5

6 E. In those cases where a tenure teacher has received less than a satisfactory
7 performance evaluation, the evaluator will provide the tenure teacher
8 with an individualized development plan in consultation with the teacher.
9

10 1. The teacher shall be given a reasonable amount of time in which to
11 meet the goals of his or her individualized development plan.
12

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

19 3. In the event a recommendation for dismissal of a tenure teacher is
20 made (based on teacher evaluation), the final evaluation report is to
21 be submitted to the Personnel Office no later than April 20.
22

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

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

33 ARTICLE XII
34 PROTECTION OF MEMBERS
35

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

44 B. A member may send a pupil to the principal from a class when the
45 continued presence of the student in the classroom becomes intolerable.

1 In such cases, the member will immediately furnish the principal full
2 particulars of the incident in writing. In the case of a minor offense, the
3 pupil shall not be returned to the class until the principal provides a
4 written notice. In the event of a repetition of the offense, or if the nature
5 of the violation is obscenely gross, the pupil shall not be returned until
6 after consultation between the principal and the member.
7

8 C. Any case of assault upon a member shall be promptly reported to the
9 building principal. The Board will render all reasonable assistance to the
10 member in connection with handling of the incident by law enforcement
11 and judicial authorities. Time lost by a member in connection with any
12 incident mentioned in this Article shall not be charged against the
13 member.
14

15 D. The use of corporal punishment and force to restrain students shall
16 comply with the provisions of the School Code of the State of Michigan,
17 and with paragraphs 3.5, 3.6, and 3.7 of the policies of the Board of
18 Education effective March 1975. A member may use such force as is
19 necessary to protect himself/herself, another member, or administrator, or
20 student, or property from attack, physical abuse, or injury as specified in
21 Board Policy.
22

23 E. A copy of the Board policy covering Student Rights and Responsibilities
24 will be posted in each building at the beginning of the school year.
25

26 F. The Board agrees to reimburse members for loss or damage to eyeglasses
27 or personal clothing incurred as a result of enforcing this student
28 discipline policy, as long as the loss is confirmed by the building principal
29 and occurs during regular school hours or while the member is
30 performing assigned extracurricular activities.
31

32 G. No action shall be taken on any complaint brought against a member
33 unless the complaint is presented promptly in writing and signed by the
34 complainant.
35

36 H. As a general practice, when a general education classroom includes a
37 Special Education student whose handicapping conditions include the
38 necessity of regular or routine medical procedures or assistance with
39 regular hygiene, the general education teacher will not be required to
40 provide these services. In such cases the district will make arrangements
41 for such services.
42

43 Nothing contained herein shall limit or define the teacher's responsibility
44 in a medical or personal hygiene emergency. It is understood that a

1 general education teacher may be required to receive the necessary
2 training, at the district's expense.
3
4
5

6 ARTICLE XIII
7 PROFESSIONAL RESPONSIBILITIES
8

9 A. Members are expected to comply with reasonable rules, regulations and
10 directions from time to time adopted by the Board or its representatives,
11 which are consistent with the provisions of this Agreement, provided that
12 a member may reasonably refuse to carry out an order which threatens
13 physical safety, well-being, or is professionally demeaning.
14

15 B. The Association recognizes that abuses of sick leave or other leaves,
16 chronic tardiness, or absence, willful deficiencies in professional
17 performance, or other violations of discipline by a member reflect
18 adversely upon the teaching profession and create undesirable conditions
19 in the school building. The Association will use its best efforts to correct
20 breaches of professional behavior by any member and in appropriate
21 cases may institute proceedings against the offending member.
22

23 C. A member shall at all times be entitled to have present a representative of
24 the Association when he/she is being reprimanded, warned, or
25 disciplined for any infraction of rules or delinquency in professional
26 performance. When a request for such representation is made, no action
27 shall be taken with respect to the member until such representative of the
28 Association is present. This is not to be construed to deny the
29 Administration the right of immediate suspension for cause nor is it
30 permitted to delay the reprimand or warning or disciplining beyond a
31 twenty-four (24) hour period. Such suspension shall be at full pay until
32 action by the Board for change in status.
33

34 D. No member shall be disciplined, reprimanded, reduced in rank or
35 compensation, or deprived of any professional advantage without just
36 cause. Any such discipline, reprimand, or reduction in rank,
37 compensation, or advantage asserted by the Board or representative
38 thereof shall be subject to the professional Grievance Procedure
39 hereinafter set forth. All information forming the basis for disciplinary
40 action will be made available to the member and to the Association if
41 requested in writing by the member.
42

43 E. Nothing herein is to be construed as limiting the Board and
44 Administration in its administrative rights within the school system.
45

ARTICLE XIV
PROFESSIONAL COMPENSATION

A. Military Service

1. Military service may be classified for salary purposes as full teaching service if the member
 - a. Taught previous to entering service;
 - b. Completed Michigan requirements for practice teaching previous to service;
 - c. Held a teaching certificate previous to service.
2. Nothing in this section on Military Service is to be construed as denying privileges granted under this section to persons employed prior to the signing date of this Agreement.

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

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

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

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

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

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

A teacher who notifies the personnel office of successful completion of college credit hours prior to the beginning of either semester but who has not received grades or transcripts due to circumstances beyond their

1 control shall be treated as if they had when the grades and transcripts
2 arrive and are submitted to the personnel office.

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

15
16 H. Members may volunteer to substitute in their major or minor areas when
17 asked, and further may be asked to substitute in non-major/minor areas if
18 no qualified classroom internal substitute is available for a given area. In
19 the event of an extreme emergency, the administrator in charge of a
20 building or program may direct a member to substitute in the case of a
21 serious injury, illness, or critical family situation. However, when a
22 substitute is needed for one-half day or more, every effort will be made to
23 obtain an external substitute. Internal subbing will be paid for at the rate
24 of \$.001 of the base salary per class period.

25
26 I. Sixth Hour Salary - A member in the secondary schools who is required to
27 teach an additional period beyond the normal assignment shall be paid
28 sixteen percent (16%) of his/her normal base salary.

29
30 J. The Administration will indicate on the check stub the member's sick
31 leave accrual and use during the pay period, and the current balance.

32
33 K. Special Education teachers working an extended school year will be paid
34 per diem of their current salary.

35
36 L. Insurance Benefits - The following insurance benefits are made available
37 by the Board to the members:

38
39 1. The Board shall provide, without cost to the employee for a full
40 twelve-month period for the employee's entire family, the
41 following MESSA PAK PROGRAM. When appropriate, MESSA
42 CARE and Medicare premiums will be paid on behalf of eligible
43 employees, spouses or dependents.
44

1 A. Employees electing health insurance shall receive the
2 benefits listed in Plan A.

3
4
5 PLAN A:

6 Health As selected by the SEA Leadership.
7 Long Term Disability 66 2/3%
8 \$5,000 maximum
9 90 calendar days - modified fill
10 Freeze on offsets
11 Alcoholism/drug addiction 2 year
12 Mental/nervous 2 year
13
14 Delta Dental Auto+008 (100:90/90/90:\$1,500) with Adult ortho
15 Delta Dental Class I, II, III annual maximum
16 \$1,500
17
18 Negotiated Life \$50,000 AD &D
19
20 Vision VSP-3+

21
22 B. Employees not electing health insurance shall receive the
23 benefits listed in Plan B:

24
25 PLAN B:

26 Long Term Disability 66 2/3%
27 \$5,000 maximum
28 90 calendar days - modified fill
29 Freeze on offsets
30 Alcoholism/drug addiction 2 year
31 Mental/nervous 2 year
32 Delta Dental Auto+008 (100:90/90/90: \$1,500) with Adult ortho
33 Delta Dental Class I, II, III annual maximum
34 \$1,500
35
36 Negotiated Life \$50,000 AD &D
37
38 Vision VSP-3+

- 39
40 2. Where applicable internal and external coordination of benefits
41 (COB) will be included for all bargaining unit members and their
42 eligible dependents as defined by MESSA.
43
44 3. The Board agrees to establish a qualified Section 125 Cafeteria Plan,
45 and, upon application by employees not taking health insurance,

1 agrees to pay an amount equal to the single subscriber premium for
2 Choices II health insurance as salary in lieu of health insurance.
3 The amount of the cash payment received may be applied by the
4 bargaining unit member to a Tax-Deferred Annuity or other
5 variable option. To elect a Tax-Deferred Annuity or other variable
6 option, the bargaining unit member shall enter into a salary
7 reduction agreement. An open enrollment period shall be
8 provided whenever premium subsidy amounts change for the
9 group.

- 10
- 11 4. In the event the said options become taxable, the Board shall not be
12 liable for said taxes.
- 13
- 14 6. Cap for District payments on Insurance Benefit. Employees shall
15 pay a co-pay toward the cost of the insurance to make up any
16 amount above the district cap. This employee co-pay shall be
17 annualized and paid over **all** pay periods of the school year.

18

19 Insurance Caps will stay at 10-11 rates of:

20	PAK A	Single	\$ 643 monthly
21		2-person	\$1,396 monthly
22		Family	\$1,594 monthly

23

24 Insurance Co-pays will be as follows:

25 Spread over all 11-12 pays(21 or 26)

26 10% for Pak A -- for 2011-12 only

27	Single	\$64.55 month	\$36.89 (21)	\$29.79 (26)
28	2-person	\$139.25 month	\$79.57 (21)	\$64.27 (26)
29	Family	\$159.85 month	\$91.34 (21)	\$73.78 (26)

30

31 10% for Pak B with monthly Cash-in-lieu of \$540

32	Single	\$8.11 month	\$ 4.63 (21)	\$3.74 (26)
33	2-person	\$12.83 month	\$ 7.33 (21)	\$5.92 (26)
34	Family	\$19.45 month	\$11.11 (21)	\$8.98 (26)

35

36 Co-pays shall be calculated for insurance costs from July1 – June 30
37 and be spread over the September – August pays.

38

39

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

44

- 1 M. Those individuals employed from September through June shall have all
2 contractual insurance benefits paid through August for a period of twelve
3 (12) months. Individuals under contract for less than a full year shall have
4 their insurance premiums paid by the Board on a pro-rated basis for that
5 period of the contractual year actually worked.
6
- 7 N. Those who terminate their employment prior to the end of the school year
8 shall have benefits terminated at the end of the last month worked.
9
- 10 Upon retirement, all benefits shall be terminated at the end of the month
11 retired.
12
- 13 O. An employee working less than half time shall not be eligible for any
14 fringe benefits. Half time means employed a minimum of three (3) hours
15 per day in a regular day program.
16
- 17 P. The salary of members leaving prior to the end of the school year will be
18 prorated on a daily basis for the actual number of days in the contract for
19 that year.
20
- 21 Q. A member who exceeds sick leave entitlement at a given time in a
22 particular year will have his/her salary deducted. This will later be
23 reimbursed at the conclusion of the school year to the member when the
24 sick leave is earned within a given year.
25
- 26 R. The Board may elect to pay tuition and fees for Board approved schooling
27 or workshop experience concerning professional growth in the field of the
28 individual member's classroom responsibilities, provided that the teacher
29 has made application forty-five (45) calendar days in advance and that the
30 Board has specifically approved this application. The Board, in special
31 cases, may waive the time required. Should the Board disapprove the
32 application, the petitioner will have the right to request in writing a
33 justification for the denial.
34
- 35 1. The member upon completion of Board approved coursework, and
36 after submission of transcript and paid receipt, will be reimbursed
37 for that course work in accordance with the stipulations approved
38 by the Board.
39
 - 40 2. If credit earned through a Board financed workshop or educational
41 experience is counted towards an advanced degree or credited for a
42 salary adjustment, such movement will take place the school year
43 following the year the reimbursement was made.
44
 - 45 3. This section is not subject to grievance procedures.

- 1
2 S. Union dues will be spread and paid over all pay periods.
3
4 T. Number of Pays – all new hires must take 26 pays going forward. Anyone
5 currently on or changing to 26 pays must stay on 26 pays. Staff currently
6 on 21 pays may stay on 21 pays; if they change to 26 at some point, no
7 going back to 21 pays.
8

9
10 ARTICLE XV
11 LEAVE PAY

12 A. SICK LEAVE
13

- 14 1. A first year member may get full pay and full sick leave each pay
15 period if he/she stays the full contract year. Any member leaving
16 before the full year contract will only be credited with a
17 proportioned amount of earned sick leave. If sick leave exceeds
18 earned sick leave, equivalent pay will be deducted. A member will
19 be allowed one and one-half (1 1/2) sick leave days per school
20 month. Sick leave shall be sixteen (16) days per year, three of
21 which may be used for personal leave. Sick leave will be unlimited
22 in accumulation as of the school year 1978-79.
23
24 2. Sick leave days will be taken in blocks of one-half (1/2) days.
25

- 26 B. Only personal illness or disability and/or emergency medical procedures
27 are covered by this sick leave policy. Routine health examinations, dental
28 appointments, or surgical procedures that might appropriately be
29 scheduled during vacation periods shall not be covered during a regular,
30 student attendance day.
31

- 32 C. Anticipated Prolonged Disability Leave. In the case of an anticipated
33 prolonged disability leave covered under this provision (i.e., heart by
34 pass, pregnancy, etc.), the member may be requested by the
35 administration to provide a physician's statement that there is no medical
36 reason why the member cannot continue to perform services until the
37 beginning date of the leave.
38

39 The member shall be eligible to return from an anticipated prolonged
40 disability leave upon filing a physician's statement that the member is
41 physically fit for full-time employment.
42

- 43 D. At the recommendation of the Superintendent, the Board may require a
44 member to submit to an examination by appropriate specialist(s), selected
45 by the member and paid by the Board, to determine whether involuntary

1 sick leave or retirement is warranted. The Board may require a second
2 opinion from a Board appointed specialist at Board expense. The
3 examining specialist(s) shall forward the results of examinations at Board
4 expense to the Board. The member must sign a waiver authorizing release
5 of results of these examinations to the Board.
6

7 E. In the event of absence of a member for illness in excess of four (4)
8 consecutive working days, the Board may require the member to present a
9 physician's verification of illness unless the school nurse has verified it.
10 This is not to preclude the right of the Board to provide for school nurse
11 visitation at any time.
12

13 F. In the event that twenty percent (20%) of the members shall claim sick
14 leave on a given day; the Board shall have the right to request such
15 verification for that given day.
16

17 G. Prior to the beginning of each school year, the Board shall provide to each
18 member an up-to-date account of his/her accumulated sick leave.
19

20 H. Sick Bank – A sick bank is established consisting of two (2) days per full-
21 time equated positions of the participating teaching staff. Two (2) days
22 will be contributed by each teacher opting in.
23

24 1. No additional days will be added to the sick bank if, by June 30 of any
25 one year, the bank contains eighty (80) or more days. In this case, the
26 district will notify staff by the beginning of the next school year via e-
27 mail and teachers will have two (2) weeks to opt in by contributing
28 two (2) additional days or opt out.
29

30 2. Every contributing teacher is eligible to borrow from the sick bank
31 when all of his/her paid leave days (sick and personal) are depleted.
32 This eligibility will last until the next open enrollment where teachers
33 will have the option to stay in or opt out. Use of the sick bank shall
34 require a minimum of three (3) consecutive or reoccurring (illness)
35 days of absence before sick bank leave can be requested.
36

37 3. This sick leave bank can only be utilized to qualify the teacher for
38 LTD, Worker's compensation, to recover from personal illness, or
39 illness of the member's immediate family (spouse or child).
40

41 4. Teachers who use this sick bank are limited to a maximum of ninety
42 (90) working days, within any consecutive ten (10) year period.
43

44 5. Funeral leave shall not be drawn from the sick bank.
45

- 1 6. Upon borrowing days from the sick bank, the teacher is obligated to
2 pay these sick days back to the bank at a rate of three (3) days per
3 year.
4
- 5 7. All sick days borrowed from the sick bank over and above ten (10)
6 days shall require a statement from a physician or psychiatrist who is
7 mutually acceptable to the Board and the Association.
8
- 9 8. In emergency cases where the sick bank is depleted during the school
10 year, the Association shall have the authority to assess the teachers
11 the needed days to replenish the bank. In this case, the district will
12 notify staff via e-mail and provide two (2) weeks to opt in or out.
13
- 14 9. If, upon retirement, a person owes days to the sick bank, this debt
15 shall be cancelled. If upon leaving the Sault Area Public School
16 system a person owes days to the sick bank, these days shall be taken
17 from his/her accumulated sick leave to the extent he/she borrowed
18 and the remainder, if any, shall be cancelled.
19
- 20 10. The sick leave bank shall be administered by a committee of four (4)
21 persons: two (2) persons appointed by the Superintendent of Schools
22 and two (2) persons appointed by the Association President.
23
- 24 11. Teachers shall make application in written form to the committee.
25
- 26 12. Committee members will sign a confidentiality form.
27
- 28 13. Alternate committee member will be appointed as needed to avoid
29 conflict of interest.
30
- 31 14. All requests for use of days from the sick leave bank are subject to the
32 approval of the committee. This issue is not subject to the grievance
33 procedure.
34
- 35 15. All newly hired teachers will have two (2) weeks from their first work
36 day to opt in on contributing to the Sick Bank.
37
- 38 16. For the first enrollment, teachers will be given a two (2) week
39 window to opt in during the Spring of 2010 and a two (2) week
40 window at the beginning of September 2010. After this first open
41 enrollment period all future enrollment periods will be based on #1
42 and #8 above.
43
- 44 I. Worker's Compensation - Any member who is absent because of injury or
45 disease compensable under Michigan Worker's Compensation Act shall

1 receive from the board the difference between the allowance under the
2 Act and his/her regular salary for a period of time that funds from
3 his/her accumulated sick leave will provide.
4

5 J. Personal Leave - The parties agree there may be personal conditions or
6 circumstances, which may require member absenteeism for other reasons
7 than heretofore mentioned. A personal leave day may be used for any
8 purpose at the discretion of the member. The Board agrees that such leave
9 shall be deducted from sick leave and may be used under the following
10 conditions:
11

- 12 1. Members will receive three (3) personal leave days per year.
- 13 2. Personal Leave Days shall be restricted to use by no more than 20%
14 of a building's staff per day. The restricted number can be no less
15 than two (2) to use by no more than 20% of a building's staff per
16 day. The restricted number can be no less than two (2) in buildings
17 with small numbers of staff.
18
- 19 3. During the months of May and June, Personal Leave Days shall be
20 restricted to use by no more than ten percent (10%) of a building's
21 staff per day, unless certified and qualified substitutes are available,
22 in which case up to twenty percent (20%) of a building's staff may
23 be granted time off on personal leave per day. The restricted
24 number can be no less than two (2) to use by no more than twenty
25 percent (20%) of a building's staff per day. The restricted number
26 can be no less than two (2) in buildings with small numbers of staff.
27

28 K. Members desiring to use such leave shall notify their building principal or
29 immediate supervisor on the application form, provided by the Board, at
30 least five (5) working days in advance of the anticipated absence. In cases
31 of emergency, the Superintendent or his/her designated representative
32 must grant approval. In such cases, the member shall apply as soon as
33 possible. This form must be filed with the principal or immediate
34 supervisor.
35

36 L. It is further understood such leave shall not be granted for the first or last
37 day of the school year nor on the first working days preceding or
38 following a vacation period or holiday, except in cases of extreme
39 emergency. The member must have the approval of the immediate
40 supervisor on such emergency leaves.
41

42 M. Additional Forms of Leave Available to Members:
43

- 44 1. A maximum of three (3) days per school year for family illness in
45 the immediate family. The term immediate family shall be

1 interpreted as husband, wife, mother, father, brother, sister,
2 children, grandchildren, father and mother-in-law, aunt and uncle
3 of member, brother and sister-in-law, daughter and son-in-law, son
4 and daughter-in-law, and grandparents of member or spouse; this
5 also includes a dependent living in the immediate household. The
6 term household is interpreted as those who dwell under the same
7 roof and comprise a family or domestic establishment.

8
9 In a family emergency, a member may request two (2) additional
10 family illness days to be deducted from sick leave. Granting of
11 such days will be the prerogative of the Superintendent or designee
12 and the decision will not be subject to the grievance procedure.
13

14 2. A maximum of five (5) days for each death in the immediate family
15 or household. The term immediate family shall be interpreted as
16 husband, wife, mother, father, brother, sister, children,
17 grandchildren, father and mother-in-law, aunt and uncle of
18 member, brother and sister-in-law, daughter and son-in-law, son
19 and daughter-in-law, and grandparents of member or spouse. This
20 also includes a dependent living in the immediate household. The
21 term household is interpreted as those who dwell under the same
22 roof and comprise a family or a domestic establishment.
23

24 3. A maximum of ten (10) days per school year for members called
25 into temporary active duty of any unit of the U.S. Reserves or the
26 Michigan National Guard provided such obligations cannot be
27 fulfilled on days when school is not in session.
28

29 4. A member called for jury duty or to give testimony before any
30 judicial or administrative tribunal shall be compensated for the
31 difference between the teaching pay and the pay received for the
32 performance of such obligation.
33

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

1 and determine the amount of appropriation for this purpose. It is agreed
2 that sabbatical leaves shall be granted for members to pursue study or
3 research in their particular field of employment in the Sault Ste. Marie
4 Area Public Schools.

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

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

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

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

30
31 Professional Development Days shall not be included in the above
32 limitations.

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

38
39 P. Professional Leave for Curriculum and Education Purposes - Members
40 may be granted a leave of absence with pay for administration - approved
41 visitations at other schools or attending meetings or conferences of an
42 educational nature. The number of members allowed to leave at any one
43 time will be within the discretion of the administration. Such leave is
44 intended to include educational conferences as they may be conducted by

1 the MEA, NEA, Department of Education, subject matter departments,
2 and others that are normally recognized within our State.

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

- 8
9 1. Members will receive one (1) Athletic Leave day per sport coached
10 per year.
11
12 2. Personal/Athletic Leave Days shall be restricted to use by no more
13 than 20% of a building's staff per day. The restricted number can
14 be no less than two (2) to use by no more than 20% of a building's
15 staff per day. The restricted number can be no less than two (2) in
16 buildings with small numbers of staff.
17
18 3. During the months of May and June, Personal/Athletic Leave Days
19 shall be restricted to use by no more than ten percent (10%) of a
20 building's staff per day, unless certified and qualified substitutes
21 are available, in which case up to twenty percent (20%) of a
22 buildings staff may be granted time off on Personal/Athletic Leave
23 per day. The restricted number can be no less than two (2) to use
24 by no more than twenty percent (20%) of a building's staff per day.
25 The restricted number can be no less than two (2) in buildings with
26 small numbers of staff.
27

28 Article XV – Leave Pay, Sections J and K also apply to Athletic Leave.
29

30 It is understood that this applies to all staff who are being paid to coach or
31 assist with coaching during a given year. Athletic Leave Days do not
32 carry over from one year to the next unless planned in advance for a
33 specific purpose and approved by the Athletic Director.
34

35 R. The Association hereby agrees to encourage, maintain, and establish
36 ethical standards on the use of sick leave, personal business leave, family
37 critical illness leave, and related forms of leave.
38

39 **ARTICLE XVI**
40 **LEAVE OF ABSENCE WITHOUT PAY**
41

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

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

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

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

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

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

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

D. Childcare Leave

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

2. In order to provide for continuity within the classroom between pupil and member, the member shall notify the Superintendent's

1 office in writing at least thirty (30) days prior to the expected
2 commencement date of leave so that necessary arrangements can
3 be made to procure the member's replacement.
4

- 5 3. Re-employment will commence upon the date set by the Board
6 which shall not be later than the beginning of the first day of the
7 school year following the date the member was declared eligible for
8 re-employment. It is understood that the foregoing shall not
9 supersede provisions for layoff or other provisions of law or this
10 contract.
11

12 In the event of death of the object child of the leave, the leave of
13 absence may be terminated upon request of the bargaining unit
14 member.
15

16 The granting of such leave will in no way interrupt seniority and
17 rights attendant thereto during the first year of the leave only.
18

- 19 4. A member may make written application to the Superintendent for
20 reinstatement prior to expiration of the leave granted by the Board.
21
- 22 5. Any member returning from a leave of absence without pay that is
23 not occasioned by a medical emergency shall be permitted to return
24 at the end of a marking period.
25

26 E. Political Leave - The Board may grant a leave of absence without pay to
27 any member to campaign for a public office if consistent with Board
28 policies on leaves. However, if such campaign is successful and the
29 member must hold office for more than one (1) year, he/she will be
30 considered to have resigned his/her position. A member elected to a
31 public office, such as a City Commissioner, which meets regularly in the
32 evening may on occasion be required or invited to attend special functions
33 of said body. Permission to attend such events may be granted by the
34 Superintendent at no cost to the school district when advanced notice is
35 given. The Board and the Association recognize this as a civic
36 responsibility. Similar leaves may be granted by the Superintendent for
37 other civic functions.
38

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

- 41 1. Study related to the member's certification field.
42
- 43 2. Study to meet eligibility requirements for certification other than
44 that held by the member.
45

1 3. Study, research, or special teaching assignment involving probable
2 advantage to the school system.

3
4 4. Any other reason approved in advance by the Superintendent of
5 Schools.

6
7 G. State Association Leave - Members who are officers of the State
8 Association may be granted a leave of absence without pay for not more
9 than three (3) school years if requested or suitable leave may be worked
10 out mutually at the request of the member. Members who become full-
11 time members of the Association professional staff may be granted leave
12 of absence for not more than one (1) year without pay if consistent with
13 Board policies on leaves of absence.

14
15 H. Insurance may be continued at the expense of the teacher for the duration
16 of the leave at group rates.

17
18 ARTICLE XVII
19 SCHOOL CALENDAR

20
21 A. In the event that the calendar herein provides less than the minimum days
22 and hours required by state law as stated below, the Administration and
23 Association will meet to mutually agree on adding additional days or
24 hours necessary to meet the minimum hours and days.

25
26 2011/12 166 student days 1103 hours 172 teacher days

27
28 Additional calendar days beyond 180 student days and 182 workdays will
29 be added to the base.

30
31 ARTICLE XVIII
32 GRIEVANCE PROCEDURE

33
34 A. Definitions

35
36 1. A grievance is a written complaint upon an event or condition,
37 which is allegedly in violation of this Agreement.

38
39 2. The "grievant" is the person or persons making this claim.

40
41 3. The term "member" is defined in Article I of the Agreement.

42
43 4. A "party of interest" is the person or persons who might be
44 required to take action or against whom action might be taken in
45 order to resolve the problem.

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5. The term "days" shall mean working days.

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

C. Structure

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

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

D. Procedure

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

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

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

Procedure No. 1

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

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

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

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

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

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

E. Rights of Representation

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

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

1 Provided further, that when the Association does not represent a member,
2 the Association shall have the right to be present and to state its views at
3 all stages of the grievance process.
4

5 F. Miscellaneous
6

- 7 1. A grievance may be withdrawn at any level without prejudice.
8 However, if in the judgment of the Association representative the
9 grievance affects a group of members, the Association may present
10 the grievance at the appropriate level.
11
- 12 2. A grievance and the disposition of the grievance at Level One shall
13 be placed in writing. Decisions rendered at all levels shall be in
14 writing and promptly shall be transmitted to the person who signs
15 the grievance.
16
- 17 3. No reprisals of any kind shall be taken by or against any party of
18 interest or any participant in the grievance procedure by reason of
19 such participation except that such participation shall not give
20 immunity for wrongdoings, professional ethics violations, or any
21 other charges that may result from information disclosed during
22 the grievance procedure.
23
- 24 4. Forms for filing and processing grievances shall be designed by the
25 Board and the Association, shall be prepared by the
26 Superintendent, and shall be given appropriate distribution so as to
27 facilitate the operation of the grievance procedure.
28
- 29 5. Access shall be given to all parties on a "need-to-know" basis to
30 information necessary for the determination and processing of the
31 grievance.
32
- 33 6. The following matters shall not be the basis of any grievance filed
34 under the procedure outlined in this Article:
35
 - 36 a. The termination of service or failure to re-employ any
37 probationary member.
38
 - 39 b. Any claim or complaint for which there is another remedial
40 procedure or form established by law or by regulation
41 having the force of law, including any matter subject to the
42 procedures, specified in the Teacher Tenure Act (ACT IV of
43 Public Acts, Extra Session, 1937 of Michigan, as amended).
44

- 1 7. If a member does not file a grievance, in writing, within fifteen (15)
2 days after the occurrence, then the grievance shall be considered as
3 waived. Administration may, upon request of the aggrieved person
4 or his/her representative, waive this section on behalf of the
5 member.
6
7 8. Failure of Administration to answer at any level within the period
8 automatically allows the aggrieved person to process his/her
9 grievance to the next level. Failure to process the grievance to the
10 next level within fifteen (15) days after initially filing a grievance at
11 the level automatically waives the grievance.
12
13 9. It shall be the general practice of all parties in interest to process
14 grievance procedures during times which do not interfere with the
15 assignment of duties; provided, however, in the event it is agreed
16 by the Board to hold proceedings during regular working hours, a
17 member participating in any level of the grievance procedure, with
18 any representative of the Board, shall be released from assigned
19 duties without loss of salary.
20

21 ARTICLE XIX
22 CURRICULUM REVIEW COMMITTEE
23

- 24 A. The Board will, through the District School Improvement Team, provide
25 for the carrying out of the determination of curriculum and curriculum
26 revision through a careful evaluation of professional recommendations of
27 the teaching staff by working both with individual members and
28 appropriate member groups. Nominations for memberships on special
29 curriculum study groups may be provided by the Association upon
30 request of Administration.
31
32 B. The School Improvement Team shall recommend that appropriate
33 representation of members shall be appointed to serve as part of the
34 professional development committee via the E.U.P.I.S.D. Said members
35 shall be provided appropriate release time.
36
37 C. Building School Improvement Teams may be established for each building
38 in the district. The size, composition, and scope of the team shall be
39 determined by each building, with the approval of the Superintendent.
40
41 D. The district will apply for SB-CE's to be provided for attending SEA
42 members for at least 60% of the District PD days.
43
44
45

ARTICLE XX
NEGOTIATION PROCEDURES

- 1
2
3
- 4 A. It is contemplated that terms and conditions of employment provided in
5 this Agreement shall remain in effect until altered by mutual agreement in
6 writing between the parties. Nevertheless, because of the special nature of
7 public educational process, it is likewise recognized that matters may
8 from time to time arise of vital mutual concern of the parties, which have
9 not been fully or adequately negotiated between them. It is in the public
10 interest that the opportunity for mutual discussion of such matters be
11 provided. The parties accordingly undertake to cooperate in arranging
12 meetings, selecting representatives for discussion, furnishing necessary
13 information, and otherwise constructively considering and resolving any
14 such matters. Either party may request discussions leading to the
15 resolution of specific matters.
16
- 17 B. Neither party in any negotiations shall have any control over the selection
18 of the negotiating or bargaining representatives of the other party and
19 each party may select its representatives from within or outside the school
20 district. While the Association and the Board shall execute no final
21 agreement without ratification, the parties mutually pledge that their
22 representatives will be clothed with all necessary power and authority to
23 make proposals, consider proposals, and make concessions in the course
24 of negotiations.
25
- 26 C. If the parties fail to reach an agreement in any such negotiations either
27 party may invoke the Labor Mediation's machinery of the State Labor
28 Mediation Board at any time it may so deem it or at the termination of the
29 Agreement may take any other lawful measures it may deem appropriate.
30
- 31 D. It is contemplated that terms and conditions of employment provided in
32 this Agreement shall remain in effect until altered by mutual agreement in
33 writing between the parties. Nevertheless, because of the special nature of
34 the public educational process, it is likewise recognized that matters may
35 from time to time arise of vital concern to the parties that have been fully
36 or adequately negotiated between them, such as School Improvement
37 Plans and/or Site Based Decision Making. It is in the public interest that
38 the opportunity for mutual discussion of such matters be provided. The
39 parties accordingly undertake to cooperate in arranging meetings,
40 selecting representatives for discussion, furnishing necessary information,
41 and otherwise constructively considering and resolving any such matters.
42
- 43 E. This Agreement supersedes and cancels all previous agreements, verbal or
44 written, or based on alleged practices, between the parties. This includes
45 any letters of agreement not attached hereto. Any amendment or

1 agreement supplemental hereto shall not be binding upon either party
2 unless executed in writing by the parties hereto.
3

4 ARTICLE XXI
5 ACADEMIC FREEDOM
6

7 We believe that students should be exposed to real life learning situations in
8 order to develop standards and values that equip them to make mature decisions
9 in adult life. This involves dealing with controversial and/or accepted issues,
10 which will be presented in a professional manner. We believe it desirable that the
11 Administration should be informed and that there should be communication
12 between member and Administration.
13

14 ARTICLE XXII
15 MAINTENANCE OF STANDARDS
16

17 All conditions of employment and professional performance shall be maintained
18 at no less than the highest minimum standards in effect in the district at the time
19 this Agreement is signed.
20

21 ARTICLE XXIII
22 MISCELLANEOUS PROVISIONS
23

- 24 A. This Agreement shall constitute the full and complete commitments
25 between both parties and may be altered, changed, added to, deleted
26 from, or modified only through the voluntary mutual consent of the
27 parties in a written and signed amendment to this agreement.
28
- 29 B. Any individual contract with a member heretofore executed shall be
30 expressly made subject to and consistent with the terms of this or
31 subsequent agreements to be executed by the parties.
32
- 33 C. This Agreement shall supersede any rules, regulations, or practices of the
34 Board, which shall be contrary to or inconsistent with its terms.
35
- 36 D. If any provision of this Agreement or any application of the Agreement to
37 any member or group of members shall be found contrary to law, then
38 such provision or application shall not be deemed valid and subsisting
39 except to the extent permitted by law, but all other provisions or
40 applications shall continue in full force and effect.
41
- 42 E. No polygraph or lie detector device shall be used by the Board of
43 Education in any investigation of any teacher.
44

1 F. Copies of this Agreement shall be printed at the expense of both parties
2 and presented to all members now employed, hereafter employed, or
3 considered for employment by the Board.
4

5 G. The parties recognize and agree that, as a result of the enactment of Public
6 Act 103 of the Public Acts of 2011, the highlighted sections on pages 16, 18,
7 20 and 22 of the collective bargaining agreement are not enforceable as
8 they apply to bargaining unit members who are subject to the Michigan
9 Teacher Tenure Act, but these provisions continue in full force and effect
10 for those bargaining unit members who are not subject to the Teacher
11 Tenure Act. Should a court or administrative agency of competent
12 jurisdiction issue a decision that all or part of PA 103 is unconstitutional or
13 otherwise not legally effective, then these provisions that were not
14 enforceable due to the portion of PA 103 affected by the decision of the
15 court or administrative agency shall immediately be in full force and
16 effect, subject to further decisions of courts or administrative agencies of
17 competent jurisdiction.
18

19 H. An Emergency Manager appointed by law may reject, modify or
20 terminate the Agreement as provided by law. This clause is included in
21 this Agreement because it is legally required by state law. By signing this
22 Agreement, the Union does not waive any right it may have to challenge
23 whether this clause is binding upon the union or the employer. The union
24 reserves all rights to assert that this clause is unenforceable.
25

26 ARTICLE XXIV
27 DURATION
28

29 This Agreement shall remain in full force and effect until June 30, 2012, or until a
30 new agreement is negotiated or ratified.
31

32 IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and
33 seals.
34

35 SAULT STE. MARIE AREA PUBLIC SCHOOLS

SAULT EDUCATION ASSOCIATION, INC.

36
37
38 BY _____

BY _____

39 Dr. Timothy Hall

Ann Hammock

40
41 DATE _____

DATE _____

42
43
44 BY: _____

45 Andre` Fortin

46
47 DATE _____
48

APPENDIX A
SAULT STE. MARIE AREA PUBLIC SCHOOLS
SALARY SCHEDULE 2011-2012

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

BASE 28,689

There will be no vertical step movement for 2011-2012.

Longevity – Longevity will be for a maximum of three (3) years.

Yr 1 – Salary X 0.04639

Yr 2 – Salary X 0.07216

Yr 3 – Salary X 0.10309

Longevity will be added to the teacher’s annual salary.

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

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

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

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

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

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

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

For 2011-2012 only, a total of Fifty-Five Thousand and 00/100 (\$55,000.00) Dollars will be divided and paid to all members on an FTE basis in October, 2011. Inclusive of pay, FICA and retirement. An accounting will be provided to the union leadership.

APPENDIX B

RETIREMENT AND TERMINAL LEAVE

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

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

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APPENDIX C

CO-CURRICULAR ASSIGNMENTS

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

1 G. A person may accept partial or no payment for their co-curricular
 2 assignment by notifying the Personnel Office in writing. This may only
 3 occur after having a specific assignment for three (3) years or more.
 4
 5

6 H.

Category I
(17%)

Category II
(13%)

7
 8
 9 Varsity Head Football
 10 Varsity Head Basketball
 11 Varsity Head Hockey
 12 High School and Middle
 13 Band Director

Varsity Assistant Football
 J.V. Head Football
 J.V. Head Basketball
 Head Swimming (both M & F)
 Head Varsity Volleyball
 Assistant Varsity Hockey

Category III
(10%)

Category IV
(7%)

14
 15
 16
 17
 18
 19 J.V. Asst. Football
 20 Varsity Head Track
 21 Varsity Head Wrestling
 22 Varsity Head Baseball
 23 Varsity Head Softball
 24 Varsity Soccer

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

Category V.
(5%)

Category VI
(3%)

25
 26
 27
 28
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 30
 31
 32
 33
 34
 35
 36 High School Pom Pon
 37 7th & 8th Grade Volleyball
 38 All 7th & 8th Grade Track
 39 *Middle School Basketball

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

40
 41 *Middle School basketball coaches currently in place as of January 1, 2006
 42 will receive 7% under the old contract.
 43
 44

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

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- | | | | | | |
|---|----|---------------|------|-------------|----|
| 4 | 1. | MUSICAL | | NON-MUSICAL | |
| 5 | | Director | 4.5% | Director | 4% |
| 6 | | Producer | 2% | Producer | 2% |
| 7 | | Band Director | 2% | | |
- 8
- 9 2. Publications - Yearbook or Newspaper:
10 High School - 8%; Middle 3%
- 11
- 12 3. High School Class Advisors: seniors 5%, juniors 4%, sophomores, &
13 freshman 3%, Vocational Youth Organizations 2.5%
- 14
- 15 4. Intramurals 4% per session
- 16
- 17 5. Student Council 4%; Middle 2%
- 18
- 19 6. Internal Substitute Rate .001/per period
- 20
- 21 7. Quiz Bowl 3%
- 22
- 23 8. Driver Education .0008/per hour
- 24
- 25 9. Summer School/JTPA .001/per hour
- 26
- 27 10. Summer School Intervention Specialist .00078/hour
- 28
- 29 11. Lunch Room (noon hour) Supervisor .0007/hour
- 30
- 31 12. Athletic Events Supervisor .0005/hour
- 32
- 33 13. Tutoring .0007/hour
- 34
- 35 14. Programming-Networking .001/hour
- 36
- 37 15. Current IRS rate of reimbursement for travel expense (mileage)
- 38
- 39 16. Curriculum Coordination - Range of 4-7% of individual's salary
40 based upon number of F.T.E. staff members in department.
- 41
- 42 17. After school detention as directed by administration .0007/hour.
- 43
- 44

SCHOOL CALENDAR 2011-2012

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August In-service 1 (no students)	Aug 30 (Tuesday)
Teacher Workday/Opening Meeting	Aug 31 (Wednesday)
August In-service 2 (no students)	Sept 01 (Thursday)
Labor Day	Sept. 05
First Student Day	Sept. 06
Fall In-service 3 (no students)	Oct. 21
Thanksgiving Break (1/2 day)	Nov. 23
No School	Nov. 24-25
Christmas Break	Dec. 22- Jan. 2
School Resumes	Jan. 3
End of First Semester (1/2 day students a.m./teacher workday p.m.)	Jan. 19
End of Semester Day (no students)	Jan. 20
Winter Break Day (no school)	Feb 17
February In-service 4 (no students)	Feb 20
Spring Break	March 26-30
School Resumes	April 2
Easter Break	April 6 - 9
April In-service 5 (no students)	April 13
Students Last Day (1/2 day A.M.)	May 24
Teacher Work Day (P.M.)	May 24
Memorial Day	May 28

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

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3 APPENDIX E

4 MENTOR TEACHER

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

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

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

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3 APPENDIX F
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6 INTERVENTION SPECIALIST/TRUANCY OFFICER
7

- 8 a. Compensation - 100% or 1.00 Factor of BA Step 1 of
9 Teacher Salary Schedule
10
11 b. Work Schedule:
12 Truancy Officer - Regular School Year
13 Intervention Specialist - Regular School Year
14
15 c. Insurance Benefits: Consistent with Article XIV, Section M,
16 Insurance Benefits
17
18