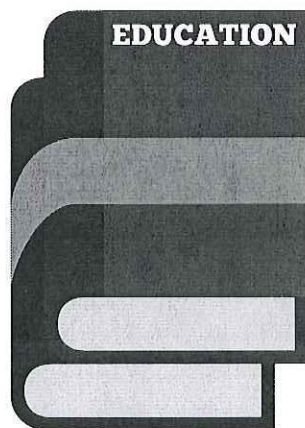


AGREEMENT
BETWEEN
SAULT STE. MARIE AREA PUBLIC SCHOOLS
BOARD OF EDUCATION
AND THE
SAULT EDUCATION ASSOCIATION



JULY 1, 2018 - JUNE 30, 2020

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A G R E E M E N T

This Agreement is entered into this 24th day of August, 2018 (settlement date), by and between the Board of Education of the Sault Ste. Marie Area Public Schools, hereinafter called the "BOARD" and the Sault Teachers Bargaining Unit of the Sault Education Association, Michigan Education Association and the National Education Association, hereinafter called the "ASSOCIATION". This Agreement is effective from July 1, 2018 through June 30, 2020.

ARTICLE I
RECOGNITION

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

ARTICLE II
MEMBER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, as amended, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join, and support the Bargaining Unit for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. Membership in the union shall be voluntary and at no time shall membership in the union or

1 the payment of any dues or negotiation fees be a condition of
2 employment. As a duly elected body exercising governmental power
3 under code of law of the State of Michigan, the Board undertakes and
4 agrees that it will not directly or indirectly discourage or deprive or coerce
5 any member in the enjoyment of any rights conferred by Act 379 or other
6 laws of Michigan or the Constitutions of Michigan and the United States;
7 that it will not discriminate against any member with respect to hours,
8 wages, or any terms or conditions of employment by reason of
9 membership in the Bargaining Unit, participation in any activities of the
10 Bargaining Unit or collective professional negotiations with the Board, or
11 institution of any grievance, complaint, or proceeding under this
12 Agreement or otherwise with respect to any terms or conditions of
13 employment.
14

15 B. The Board specifically recognizes the right of its employees appropriately
16 to invoke the assistance of the State Labor Mediation Board, or a mediator
17 from such public agency.
18

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

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

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

42
43 1. Opportunities for in-service training.
44

- 1 2. Community privileges on a par with those enjoyed by other
2 respectable citizens.
- 3
- 4 3. Capable aid from principals, supervisory personnel, and special
5 services personnel.
- 6
- 7 4. Classroom facilities suitable for the type of learning desired and
8 creative of a pleasant atmosphere through cooperative efforts of
9 member and pupils.
- 10
- 11 5. Materials for instruction adequate for the work at hand and made
12 available at the time they are needed.
- 13
- 14 6. Participation in programs pointed toward improvement in
15 curriculum, methods, and policies, which may affect them. This
16 program shall include the selection of textbooks and other teaching
17 materials and aids.
- 18

19 F. Members shall have access to the contents of their personnel files pursuant
20 to Bullard-Plawecki (MCL 423.503). Advanced arrangements shall be
21 made with the Superintendent's Office.

- 22
- 23 1. Copies of all adverse or critical materials placed in a member's files
24 will be sent to the member at the time the material is filed.
- 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

5 ARTICLE III
6 BOARD RIGHTS
7

8 A. The Board, on its own behalf and on behalf of the electors of the district,
9 hereby retains and reserves unto itself, without limitation, all powers,
10 rights, authority, duties, and responsibilities conferred upon and vested in
11 it by the laws and the Constitutions of the State of Michigan, and of the
12 United States, including, but without limiting the generality of the
13 foregoing right:
14

- 15 1. To the executive management and administrative control of the
16 school system and its properties and facilities, and the activities of
17 its employees;
18
- 19 2. To hire all employees and, subject to the provisions of law, to
20 determine their qualifications and the conditions for their
21 continued employment, or their dismissal or demotion; and to
22 promote and transfer all such employees;
23
- 24 3. To establish grades and courses of instruction, including special
25 programs, and to provide for athletic, recreational, and social
26 events for students;
27
- 28 4. To decide upon the means and methods of instruction, the selection
29 of textbooks and other teaching materials, and the use of teaching
30 aids of every kind and nature;
31
- 32 5. To determine class schedules, the hours of instruction, and the
33 duties, responsibilities, and assignments of members and other
34 employees with respect thereto, and with respect to administrative
35 and non-teaching activities, and the terms and conditions of
36 employment.
37

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

ARTICLE IV
MEMBERS' HOURS

1
2
3
4
5 A. The Board recognizes the principle of a standard 40-hour workweek and
6 will, so far as possible, set work schedules and make professional
7 assignments that can be reasonably completed within such standard
8 workweek. The Board will not require members regularly to work in
9 excess of such standard workweek within or outside of any school
10 building.

11
12 B. The working day for all teaching positions shall be so scheduled that not
13 more than thirty-five (35) hours per week shall be assigned to be within
14 the classroom and/or adjacent playgrounds or corridors. At least five (5)
15 of these hours shall be arranged free of student supervision, so that the
16 member will be able to confer with students, prepare classroom activities,
17 make optimum preparation of items to be used in classroom and other
18 related activities. Intervention Specialists and Counselors shall be
19 expected to coordinate their 40 hour week schedule, including conferences
20 and meetings, with their building principal.

21
22 Except in an emergency, a classroom teacher will not be required to teach
23 children for more than six (6) hours twenty (20) minutes per day or thirty-
24 one (31) hours and forty (40) minutes for the week.

25
26 C. An additional five (5) hours of preparation, planning lessons, conferring
27 with parents or community personnel, evaluating pupil responses,
28 researching desirable teaching items, and conferring with students will be
29 expected of the member to be done at the times and places of optimum
30 efficiency, not necessarily in the school. Principals and supervising
31 personnel will be responsible for advising and instructing members in
32 order to use this time most effectively and efficiently. This will include
33 any extra-curricular responsibilities assigned to and accepted by the
34 member for which he/she is not otherwise compensated.

35
36 D. Recognizing the principle of the seven (7) hour work day, the
37 administration agrees to provide a daily thirty (30) minute duty-free,
38 uninterrupted preparation period for all elementary teachers.

39
40 E. When elementary members are required to administer and correct
41 standardized tests, one-half day will be made available free of all other
42 teaching and supervisory duties. This day will be scheduled within two
43 (2) weeks of the prescribed testing period.
44

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

41 ARTICLE V
42 EMERGENCY SCHOOL CLOSING
43

- 44 A. Both parties recognize the desirability of continuous and uninterrupted
45 operation of the instructional program during the normal school year and

1 the avoidance of disputes that threaten to interfere with such operations.
2 The Association agrees that it will not, during the period of this
3 Agreement, directly or indirectly, engage in or assist in any strike, as
4 defined by Section 1 of the Employees Relations Act, nor will the
5 Association, during the term of this Agreement, make sanctions.
6

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

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

18 When weather, in an act of God, or an employer directive forces the
19 closing of a school, teachers shall be excused from reporting to duty
20 without loss of pay. If it is necessary to require the scheduling of
21 additional days of student instruction to reach the number of required
22 student days, the administration will meet with the Association to
23 develop a mutually agreeable revised calendar. If the parties cannot agree
24 on a revised calendar, make-up days will be added to the end of the
25 school year.
26

27 To the extent that any other provision of the collective bargaining
28 agreement, such as the school closing provision, school calendar or the
29 like, shall be inconsistent with the foregoing, such provisions shall be null
30 and void as to the extent of the inconsistency.
31

32 D. When an individual school building is closed, those members will not
33 have to report.
34

35 ARTICLE VI
36 TEACHING LOADS AND ASSIGNMENTS
37

38 A. The normal weekly teaching load to which a member is assigned shall
39 conform to generally accepted professional standards for the level of
40 teaching, the area of teaching, and the facilities available to the public
41 schools for the support of education.
42

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

1
2 Elementary Class Sizes

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

6
7 Overload Language:

8 In cases of emergency, as determined by the Superintendent, after the Fall
9 Count, the class sizes as stated in Section B, may be exceeded by three (3)
10 students. Reimbursement will be paid to teachers having an overload
11 (excluding classes that are team or co-taught) at a rate of \$150.00 per
12 student over the contractual class size limits. To qualify for the overload
13 pay, the enrollment in that class must exceed the contractual class size
14 limits for twenty-five (25) days in any semester. Reimbursement through
15 regular payroll will be paid at the end of each semester. It is the teacher's
16 responsibility to apply to the Principal for reimbursement within ten (10)
17 days after the end of the semester. The principal will verify the request
18 and forward it to the Business Office for payment.

19
20 At the elementary level, Art, Music, and Physical Education teachers will
21 not be required to teach in excess of the time required for regular
22 elementary classroom teachers. Time to change classes and assignment is
23 included within teaching time.

24
25 Mainstreamed special education children, exclusive of students who
26 receive only speech services, will be divided between the appropriate
27 level classrooms instead of being placed in one room unless that is all that
28 is available.

29
30 C. A member who feels that his/her class size, which may be less than above
31 limits, demonstrably affects his/her ability to effectively teach may
32 request action from the Class Size Committee. Requests for action shall
33 follow this procedure: The member shall make the building principal
34 aware of the fact, in writing, that said member has a problem because of
35 class size. If the principal does not or cannot solve the problem, the
36 member or the Association may request action of the Class Size
37 Committee. The Association may not file a request without the consent of
38 the individual teacher.

39
40 D. Within five (5) days of the date that the above determined class sizes are
41 exceeded, the affected teacher along with a Building Representative may
42 contact the appropriate principal or immediate supervisor to consider
43 alternatives. If no mutually satisfactory solution is found within three
44 school days, the teacher may appeal to the Class Size Committee.

1 The Class Size Committee is to be made up of two (2) administrators
2 chosen by the Administration and two (2) members chosen by the
3 Executive Board of the Sault Education Association. There shall be
4 separate elementary and secondary committees. The Class Size
5 Committee shall meet within five (5) school days to determine how to
6 alleviate this situation.
7

8 E. The responsibility to convene the committee rests with the principal. All
9 individual decisions made by the committee as to the class size are to be
10 binding and implemented within a week of said decision, unless waived
11 by mutual consent of the SEA Board and the Administration. The
12 committee must reach a decision within two (2) weeks from the first date
13 the committee is convened.
14

15 F. In order to encourage innovation and/or to improve the educational
16 process, any building or level may change the teaching day, or parts of it,
17 hours of instruction, or class size, by mutual agreement between the Board
18 and the Association.
19

20 G. In the Middle School and High School where students change classes each
21 period, the teaching load shall be teaching five (5) of six (6) or six (6) of
22 seven (7) periods.
23

24 General Classroom: 150 students per day for a six (6) period day and 175
25 students per day for a seven (7) period day, thirty (30) students per class.
26 An overload of two (2) students in three (3) of the classes daily is
27 acceptable but in no instance will 150/175 be exceeded.
28

29 Music: 225 students daily; class size to be determined by the activity.
30

31 Physical Education: Thirty-eight (38) students per class period.
32

33 Malcolm High School - The regular school day shall be equal length to
34 that of other high school students; 200 students per day, teaching seven (7)
35 of eight (8) periods.
36

37 If general teaching/scheduling format is changed for the High School,
38 Middle School or Malcolm School either by administration or the District
39 School Improvement Committee, building level School Improvement
40 Committees, or Board of Education, negotiation will be reopened for this
41 section to discuss wages, hours and working conditions under the revised
42 format.
43

- 1 H. In classrooms such as shops and laboratories where teaching stations are a
2 limiting factor, it is agreed that the number of students will be consistent
3 with the number of teaching stations.
4
- 5 I. The above stated class size limits must be achieved no later than four (4)
6 weeks after the opening of school, and start of the second semester.
7 Administration will attempt to correct overloads before that time, in order
8 to prevent disruption in the educational process for students.
9
- 10 J. A class size count will be given to the Association within three (3)
11 working days of each official count day upon written request.
- 12 K. Administration will assure that attendance reporting procedures are
13 similar and uniform in all buildings.
14
- 15 L. Members who will be affected by a change in grade assignment and/or
16 who will be affected by a change in subject assignments will be notified as
17 soon as is practical when such change is known to Administration in
18 advance.
19
- 20 M. The District may facilitate teachers in becoming highly qualified through
21 reasonable accommodations to the teacher including fees in the subject
22 area to which they are assigned (once per subject area).
23
- 24 N. For the purpose of this agreement it is understood that qualified shall be
25 considered to be highly qualified as defined by the No Child Left Behind
26 Act/ESEA.
27
- 28 O. The counselors will work ten (10) extra days in addition to the regular
29 contracted school year. The purpose for these extra days is to allow them
30 to complete the necessary tasks related to year-end, summer school and
31 the scheduling for the start of the new school year.
32
- 33 They will be paid for seven (7) extra days at their individual daily rate and
34 will receive three (3) extra personal days. These three (3) additional
35 personal days will not be deducted from their sick days.
36
- 37 It is agreed that the use of these three (3) additional personal days will be
38 managed by the counselors individually in a way that will cause the least
39 disruption to their school building and still allow for the completion of the
40 scheduling requirements of the district.
41
- 42 The ten (10) extra days will be five (5) in August and five (5) in June,
43 unless other arrangements are made with their building principal.
44
45

ARTICLE VII
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.
 - 2. This section relates only to social activities. It is expected that members will participate in all professional activities, which enhance the individual member, the profession, and the school.
- C. The Board shall make available in each school adequate restrooms and lavatory facilities exclusively for member use. A room shall be appropriately furnished and shall be reserved for use as a faculty lounge.
- D. Telephone facilities shall be made available to the members for their reasonable use with respect to school business. Personal use of telephones will be confined to emergency or unusual needs that could not normally be expedited on off-hour time. Members will not make toll telephone calls of a personal nature on school phones, unless expressly permitted by the principal of the building. Members shall reimburse the District for all personal long-distance phone calls.
- E. The Board agrees to make available in each school adequate computer and duplicating facilities to aid members in the preparation of instructional materials.
- F. Adequate off-street parking facilities shall be made available to members for their use.
- G. Elementary teachers shall use for preparation time the time when their classes are receiving instruction from specialists. The Board will hire substitutes, if available, whenever the special teacher is absent. If an art, music, physical education or substitute teacher is not available, the teachers scheduled for that day will be notified as soon as possible and

1 compensated at the hourly rate as defined for internal subbing (Appendix
2 C.).

3
4 H. All classroom members will be supplied with a plan book in which they
5 will keep a lesson plan for at least two (2) days in advance. Such plans
6 must be available in the building.

7
8 I. In the event a classroom member is absent, he/she shall have lesson plans
9 available for the substitute. If the absence lasts five (5) days or more, the
10 Administration shall assist the substitute in the planning process.

11
12 J. Standardized Tests - The Board agrees that when standardized tests are
13 administered, such test scores are to be used for the evaluation of
14 curriculum selections of course material, and for mass evaluation of
15 programs. The Board agrees that release of individual test scores will not
16 occur with standardized test results under the jurisdiction of the Board.

17
18 K. Student Teachers - The Board endorses the training of student teachers.
19 The acceptance of student teachers is at the option of the supervising
20 member. The stipend or honorarium paid by the college for such service
21 shall be advanced in full to the member.

22
23 L. Safety Equipment - The Board of Education shall provide without cost, the
24 necessary safety equipment to those members working in designated
25 areas. Adequate and approved safety equipment shall include, but not
26 limited to, goggles, barriers, hard-hats, auditory protection devices, and
27 safety shoes and glasses, as required by MIOSHA.

28
29 ARTICLE VIII
30 VACANCIES AND TRANSFERS

31
32 A. Definition - A vacancy is any opening for a position requiring a teaching
33 certificate that is created by a resignation, dismissal, or retirement of the
34 member holding the position, or a new position established by the Board.

35
36 B. A list of all teaching vacancies in the District will be available for teachers
37 in the Personnel Office.

38
39 C. See board Policy regarding vacancies and transfers in Appendix G.

40
41 ARTICLE IX
42 REDUCTION IN PERSONNEL

43
44 A. Seniority

- 1 1. Certified members within the school district. For the purpose of this
2 policy, "seniority" is defined to mean the amount of time an individual
3 is continuously employed as a certificated member within the school
4 district.
5
- 6 a. The Board shall prepare a seniority list and distribute to all
7 members by October 31st of each year. The Association shall
8 have thirty (30) days to review the list and call any
9 discrepancies to the Administration's attention for possible
10 correction. After that time, the list shall be considered to be
11 correct and final.
12
- 13 b. Seniority shall be calculated by determining the length of
14 continuous employment as a member of the bargaining unit.
15 Members who choose to work part-time shall accrue
16 seniority as follows: Those who are employed full-time or
17 more than one-half time shall earn a full year of seniority for
18 each year worked. Those who work half-time or less than
19 half-time shall earn one-half year of seniority.
20
- 21 1). Former members currently employed as
22 administrators in the district shall retain full seniority
23 rights earned as members of the Sault Education
24 Association. Such persons shall be indicated as frozen
25 on the seniority list.
26
- 27 c. Seniority shall begin with the date of issuance of the
28 individual teacher contract.
29
- 30 d. Where years of service and starting dates are identical,
31 seniority list placement shall be determined by a drawing of
32 lots prior to 1996-97 bid process. Subsequent ties shall be
33 broken at the time they are created in the same fashion.
34
- 35 e. All seniority is lost when employment with the district is
36 severed by resignation, retirement, or discharge for cause.
37
- 38 f. When on approved leave, seniority will be granted and
39 accumulates only for the duration of the initial leave.
40 Extensions to leaves will not earn seniority, but the member
41 will retain all previously earned seniority.
42
- 43 2. It is agreed by the undersigned that "partial" is to be interpreted as
44 anyone who had full-time employment and has been reduced to

1 working for less than full-time due to reductions made in
2 programs.

3
4 3. All persons reduced from full-time employment due to reduction
5 in force will be placed on the layoff list.
6

7 B. Those members who have been working part-time by choice are not
8 eligible for a full-time position during the contractual year but may
9 request full-time employment for the following year.
10

11 C. All members on layoff will be placed on the substitute teacher list at their
12 request.
13

14 ARTICLE X
15 TEACHER EVALUATION
16

17 A. If requested by the evaluatee, he/she shall be provided a complete copy of
18 any written evaluation report, after being signed by the evaluator, and
19 that is submitted by the evaluator to the Central Office Administrator. The
20 evaluatee shall be provided a copy of any written summary made as a
21 result of the evaluation conference.
22

23 ARTICLE XI
24 PROTECTION OF MEMBERS
25

26 A. The parties recognize their mutual responsibility for the maintenance of
27 control and discipline in the classroom. Whenever it appears to the
28 member or Administration that a particular pupil requires special
29 attention which cannot be provided in the classroom, or whenever it
30 appears to the member that the presence of a particular student in the
31 class will interrupt the balance of the class, the member will seek relief,
32 through the principal, from responsibilities with respect to said pupil.
33

34 B. A member may send a pupil to the principal from a class when the
35 continued presence of the student in the classroom becomes intolerable.
36 In such cases, the member will immediately furnish the principal full
37 particulars of the incident in writing. In the case of a minor offense, the
38 pupil shall not be returned to the class until the principal provides a
39 written notice. In the event of a repetition of the offense, or if the nature
40 of the violation is obscenely gross, the pupil shall not be returned until
41 after consultation between the principal and the member.
42

43 C. Any case of assault upon a member shall be promptly reported to the
44 building principal. The Board will render all reasonable assistance to the
45 member in connection with handling of the incident by law enforcement

1 and judicial authorities. Time lost by a member in connection with any
2 incident mentioned in this Article shall not be charged against the
3 member.

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

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

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

21
22 G. Complaints against members should be handled quickly and efficiently as
23 well as brought to the member's attention. If any complaint is
24 substantiated, the district's concerns will be put in writing.

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

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

37
38 ARTICLE XII
39 PROFESSIONAL RESPONSIBILITIES

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

- 1
2 B. The Association recognizes that abuses of sick leave or other leaves,
3 chronic tardiness, or absence, willful deficiencies in professional
4 performance, or other violations of discipline by a member reflect
5 adversely upon the teaching profession and create undesirable conditions
6 in the school building. The Association will use its best efforts to correct
7 breaches of professional behavior by any member and in appropriate
8 cases may institute proceedings against the offending member.
9
10 C. Nothing herein is to be construed as limiting the Board and
11 Administration in its administrative rights within the school system.
12

13
14 ARTICLE XIII
PROFESSIONAL COMPENSATION

- 15
16 A. Military Service
17
18 1. Military service may be classified for salary purposes as full
19 teaching service if the member
20
21 a. Taught previous to entering service;
22 b. Completed Michigan requirements for practice teaching
23 previous to service;
24 c. Held a teaching certificate previous to service.
25
26 2. Nothing in this section on Military Service is to be construed as
27 denying privileges granted under this section to persons employed
28 prior to the signing date of this Agreement.
29
30 B. Non-Degree Vocationally Certificated Members shall be paid according to
31 the following schedule:
32
33 Non-Degree Schedule - Shall receive six percent (6%) less than his/her
34 step at the B.A. level.
35
36 C. Certified nurses shall be paid in accordance with the above Section B.
37
38 D. Newly hired or returning teachers accepting responsibility for seventy-
39 five (75) working days of teaching will be advanced to the next salary step
40 at the beginning of the next teaching year.
41
42 E. Credit from Other Schools - Effective September 1, 1999, up to ten (10)
43 years' credit may be given to teachers who enter Sault Ste. Marie Public
44 Schools for previous teaching or work experience, as judged by the
45 District. A major fraction of a year's experience is considered full-time.

1
2 F. Transcripts shall accompany written requests for advancements on the
3 salary schedule because of additional college credit hours from a
4 regionally accredited college. Such requests and transcripts may be
5 submitted to the personnel office at any time. Salary adjustments will be
6 effective the first day of the semester following submission of proof of
7 successful completion of college credit hours. The salary adjustment shall
8 be prorated over the remaining pay periods of the semester and adjusted
9 statements of salary shall be sent to said teacher.

10
11 A teacher who notifies the personnel office of successful completion of
12 college credit hours prior to the beginning of either semester but who has
13 not received grades or transcripts due to circumstances beyond their
14 control shall be treated as if they had when the grades and transcripts
15 arrive and are submitted to the personnel office.

16
17 G. Payroll will be by direct deposit to the local financial institution(s) of the
18 member's choosing. If the member desires to send deposits to more than
19 three (3) accounts, the member will pay any additional costs for the
20 additional deposits. The Direct Deposit will be made the workday before
21 payday if a payday falls on a holiday. The member's payroll statement
22 will be made available online on or before the date of payment.

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

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

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

42
43 K. Special Education teachers working an extended school year will be paid
44 per diem of their current salary.
45

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

3 1. The Board shall provide health insurance to the employee's entire
4 family for a full twelve-month period with the agreed upon cap
5 limits.

6
7 A. Employees electing health insurance shall receive the
8 benefits listed in Plan A.

9
10 PLAN A:

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

26
27 B. Employees not electing health insurance shall receive the
28 benefits listed in Plan B:

29
30 PLAN B:

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

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- 2. Where applicable internal and external coordination of benefits (COB) will be included for all bargaining unit members and their eligible dependents as defined by MESSA.
- 3. The Board agrees to establish a qualified Section 125 Cafeteria Plan, and, upon application by employees not taking health insurance, agrees to pay eligible members on Step 32 \$300.00 per month as cash in lieu of health insurance. Cash in lieu for eligible members for the 2018-2019 school year is \$240 per month. Cash in lieu for the 2019-2020 school year is \$192 per month. Staff hired after July 1, 2018 are not eligible for cash in lieu. The amount of cash payment received may be applied by the variable option. To elect a Tax-Deferred Annuity or other variable option, the bargaining unit member shall enter into a salary reduction agreement. An open enrollment period shall be provided whenever premium subsidy amounts change for the group.
- 4. In the event the said options become taxable, the Board shall not be liable for said taxes.
- 5. Cap for District payments on Insurance Benefit. Employees shall pay a co-pay toward the cost of the insurance to make up any amount above the district cap. This employee co-pay shall be annualized and paid over all pay periods of the school year.

Cap for medical health insurance premiums, taxes, and fees:

	2019	2020
Single	\$ 6,142.00	\$ 6,326.26
2-person	\$ 12,845.00	\$ 13,230.35
Family	\$ 16,751.00	\$ 17,253.53

Health insurance caps noted for 2019 cover the calendar year (January 1 - December 31). Health insurance caps for calendar year 2020 (January 1 - December 31) will rise to State Allowable Maximum (SAM), unless the increase is greater than three percent (3%). If SAM rises more than three percent (3%), the increase in district insurance caps will be limited to three percent (3%).

The district agrees to cover 100% of the cost for life insurance, long-term disability insurance, dental, and vision premiums, taxes and fees for 2018-2019 and 2019-2020.

1 Insurance Co-pays will be calculated annually in October and will
2 be spread over all pays (21 or 26). Co-pays shall be calculated for
3 insurance costs from January 1 - December 31 and be spread over
4 the January 1 - December 31 pays.
5

6 When married members are both employed by the district only one
7 member may take medical insurance benefits and the other is not
8 eligible for cash in lieu.
9

10 The union reserves the right to modify the insurance coverage or
11 change carriers subject to the insurance caps listed above. Any
12 changes in the insurance coverage/cost that results in savings will
13 be 100% applied to the teachers co-pay effective the month the
14 change is implemented. The union leadership shall have the option
15 each August to adjust and smooth co-pay amounts given a net zero
16 cost to the district. The cap amounts listed include district
17 payments to HSA's and premium payments.
18

19 Annually employees who choose the MESSA ABC Plan may elect
20 to have their HSA pre-funded quarterly. Election forms will be
21 distributed to employees at the conclusion of the open enrollment
22 period and must be returned to the Business Office by December
23 15th.
24

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

31 N. Those that terminate their employment prior to the end of the school year
32 shall have benefits terminated at the end of the last month worked.
33

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

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

41 P. The salary of members leaving prior to the end of the school year will be
42 prorated on a daily basis for the actual number of days in the contract for
43 that year.
44

1 Q. The Board may elect to pay tuition and fees for Board approved schooling
2 or workshop experience concerning professional growth in the field of the
3 individual member's classroom responsibilities, provided that the teacher
4 has made application forty-five (45) calendar days in advance and that the
5 Board has specifically approved this application. The Board, in special
6 cases, may waive the time required. Should the Board disapprove the
7 application, the petitioner will have the right to request in writing a
8 justification for the denial.
9

10 1. The member upon completion of Board approved coursework, and
11 after submission of transcript and paid receipt, will be reimbursed
12 for that course work in accordance with the stipulations approved
13 by the Board.
14

15 2. If credit earned through a Board financed workshop or educational
16 experience is counted towards an advanced degree or credited for a
17 salary adjustment, such movement will take place the school year
18 following the year the reimbursement was made.
19

20 3. This section is not subject to grievance procedures.
21

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

27 ARTICLE XIV
28 LEAVE PAY
29

30 A. SICK LEAVE
31

32 1. A first year member may get full pay and full sick leave each pay
33 period if he/she stays the full contract year. Any member leaving
34 before the full year contract will only be credited with a
35 proportioned amount of earned sick leave. If sick leave exceeds
36 earned sick leave, equivalent pay will be deducted. A member will
37 be allowed one and one-half (1 1/2) sick leave days per school
38 month. Sick leave shall be sixteen (16) days per year, three of
39 which may be used for personal leave. Sick leave will be unlimited
40 in accumulation as of the school year 1978-79. New hires after
41 January 1, 2013 will receive twelve (12) sick leave days per year.
42

43 2. Sick leave days will be taken in blocks of one-half (1/2) days.
44

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

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

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

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

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

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

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

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

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2. Every contributing teacher is eligible to borrow from the sick bank when all of his/her paid leave days (sick and personal) are depleted. This eligibility will last until the next open enrollment where teachers will have the option to stay in or opt out. Use of the sick bank shall require a minimum of three (3) consecutive or reoccurring (illness) days of absence before sick bank leave can be requested.
3. This sick leave bank can only be utilized to qualify the teacher for LTD, Worker's compensation, to recover from personal illness, or illness of the member's immediate family (spouse or child).
4. Teachers who use this sick bank are limited to a maximum of ninety (90) working days, within any consecutive ten (10) year period.
5. Funeral leave shall not be drawn from the sick bank.
6. Upon borrowing days from the sick bank, the teacher is obligated to pay these sick days back to the bank at a rate of three (3) days per year.
7. All sick days borrowed from the sick bank over and above ten (10) days shall require a statement from a physician or psychiatrist who is mutually acceptable to the Board and the Association.
8. In emergency cases where the sick bank is depleted during the school year, the Association shall have the authority to assess the teachers the needed days to replenish the bank. In this case, the district will notify staff via e-mail and provide two (2) weeks to opt in or out.
9. If, upon retirement, a person owes days to the sick bank, this debt shall be cancelled. If upon leaving the Sault Area Public School system a person owes days to the sick bank, these days shall be taken from his/her accumulated sick leave to the extent he/she borrowed and the remainder, if any, shall be cancelled.
10. The sick leave bank shall be administered by a committee of four (4) persons: two (2) persons appointed by the Superintendent of Schools and two (2) persons appointed by the Association President.
11. Teachers shall make application in written form to the committee.
12. Committee members will sign a confidentiality form.

1 13. Alternate committee member will be appointed as needed to avoid
2 conflict of interest.

3
4 14. All requests for use of days from the sick leave bank are subject to the
5 approval of the committee. This issue is not subject to the grievance
6 procedure.

7
8 15. All newly hired teachers will have two (2) weeks from their first work
9 day to opt in on contributing to the Sick Bank.

10
11 16. For the first enrollment, teachers will be given a two (2) week
12 window to opt in during the Spring of 2010 and a two (2) week
13 window at the beginning of September 2010. After this first open
14 enrollment period all future enrollment periods will be based on #1
15 and #8 above.

16
17 I. Worker's Compensation - Any member who is absent because of injury or
18 disease compensable under Michigan Worker's Compensation Act shall
19 receive from the board the difference between the allowance under the
20 Act and his/her regular salary for a period of time that funds from
21 his/her accumulated sick leave will provide.

22
23 J. Personal Leave - The parties agree there may be personal conditions or
24 circumstances, which may require member absenteeism for other reasons
25 than heretofore mentioned. A personal leave day may be used for any
26 purpose at the discretion of the member. The Board agrees that such leave
27 shall be deducted from sick leave and may be used under the following
28 conditions:

29
30 1. Members will receive three (3) personal leave days per year.

31
32 2. Personal Leave Days shall be restricted to use by no more than 20%
33 of a building's staff per day. The restricted number can be no less
34 than two (2) to use by no more than 20% of a building's staff per
35 day. The restricted number can be no less than two (2) in buildings
36 with small numbers of staff.

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

1 restricted number can be no less than two (2) in buildings with
2 small numbers of staff.

3
4 K. Members desiring to use such leave shall notify their building principal or
5 immediate supervisor by submitting the request in the absence
6 management system at least five (5) working days in advance of the
7 anticipated absence. In cases of emergency, the Superintendent or his/her
8 designated representative must grant approval. In such cases, the
9 member shall apply as soon as possible. Written notification must be
10 made to the principal or immediate supervisor.

11
12 L. It is further understood such leave shall not be granted for the first or last
13 day of the school year nor on the first working days preceding or
14 following a vacation period or holiday, except in cases of extreme
15 emergency. The member must have the approval of the immediate
16 supervisor on such emergency leaves.

17
18 M. Additional Forms of Leave Available to Members:

- 19
20 1. A maximum of three (3) days per school year for family illness in
21 the immediate family. The term immediate family shall be
22 interpreted as spouse, mother, father, brother, sister, children,
23 grandchildren, father and mother-in-law, aunt and uncle of
24 member, brother and sister-in-law, daughter and son-in-law, son
25 and daughter-in-law, and grandparents of member or spouse; this
26 also includes a dependent living in the immediate household. The
27 term household is interpreted as those who dwell under the same
28 roof and comprise a family or domestic establishment.

29
30 In a family emergency, a member may request two (2) additional
31 family illness days to be deducted from sick leave. Granting of
32 such days will be the prerogative of the Superintendent or designee
33 and the decision will not be subject to the grievance procedure.

34
35 A member may request to use up to five (5) days for family illness
36 to be deducted from sick leave for a family member not listed in the
37 above description. Granting of such days will be the prerogative of
38 the Superintendent or designee and the decision will not be subject
39 to the grievance procedure.

- 40
41 2. A maximum of five (5) days for each death in the immediate family
42 or household. The term immediate family shall be interpreted as
43 spouse, mother, father, brother, sister, children, grandchildren,
44 father and mother-in-law, aunt and uncle of member, brother and
45 sister-in-law, daughter and son-in-law, son and daughter-in-law,

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

5
6 A member may request to use up to five (5) days for each death in
7 the family to be deducted from sick leave for a family member not
8 listed in the above description. Granting of such days will be the
9 prerogative of the Superintendent or designee and the decision will
10 not be subject to the grievance procedure.

11
12 3. A maximum of ten (10) days per school year for members called
13 into temporary active duty of any unit of the U.S. Reserves or the
14 Michigan National Guard provided such obligations cannot be
15 fulfilled on days when school is not in session.

16
17 4. A member called for jury duty or to give testimony before any
18 judicial or administrative tribunal shall be compensated for the
19 difference between the teaching pay and the pay received for the
20 performance of such obligation.

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

38
39 O. Professional Association Leave - Recognizing that compatible and fruitful
40 relationships between the Board and the Association result when each is
41 fully informed and suitably knowledgeable, the Board agrees that those
42 members who are members of the State Board of Directors of the
43 Association, State Committees of the Association, and State Commissions
44 of the Association shall receive professional association leave consistent

1 with the Master Agreement. This shall also apply to similar offices in the
2 National Education Association and the local association.

- 3
4 1. Leave with pay shall be authorized not to exceed two (2) days for
5 one (1) delegate for each 150 members or major fraction thereof to
6 represent the members at the Annual Representative Assembly of
7 the State Association.

8
9 Leave days shall be limited to fifty (50) per year excluding those
10 days used by the Association President. No member shall use more
11 than ten (10) days per year with the exception of the Association
12 President's unlimited leave days unless the Superintendent grants
13 prior approval.

- 14
15 2. The Association shall take the responsibility for paying the amount
16 of any substitute's salary in such cases. The Superintendent will
17 determine in all above cases whether the substitute is satisfactory
18 for a particular member.

19
20 Professional Development Days shall not be included in the above
21 limitations.

- 22
23 3. The Board will grant the Association President released time from
24 teaching duties upon the President's request to the Superintendent.
25 The Board will bill the Association the full cost of substitute time
26 while the President is released from regular teaching duties.

27
28 P. Professional Leave for Curriculum and Education Purposes - Members
29 may be granted a leave of absence with pay for administration - approved
30 visitations at other schools or attending meetings or conferences of an
31 educational nature. The number of members allowed to leave at any one
32 time will be within the discretion of the administration. Such leave is
33 intended to include educational conferences as they may be conducted by
34 the MEA, NEA, Department of Education, subject matter departments,
35 and others that are normally recognized within our State.

36
37 Q. Athletic Leave - An athletic leave day may be used for any sports related
38 purpose at the discretion of the member. The Board agrees that such leave
39 shall be deducted from sick leave and may be used under the following
40 conditions:

- 41
42 1. Members will receive one (1) Athletic Leave day per sport coached
43 per year.

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

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

16
17 Article XIII - Leave Pay, Sections J and K also apply to Athletic Leave.
18 It is understood that this applies to all staff who are being paid to coach or
19 assist with coaching during a given year. Athletic Leave Days do not
20 carry over from one year to the next unless planned in advance for a
21 specific purpose and approved by the Athletic Director.

22
23 R. The Association hereby agrees to encourage, maintain, and establish
24 ethical standards on the use of sick leave, personal business leave, family
25 critical illness leave, and related forms of leave.

26
27 ARTICLE XV
28 LEAVE OF ABSENCE WITHOUT PAY
29

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

34
35 It is further understood that such leave shall not be granted for the first or
36 last day of the school year, nor on the first working days preceding or
37 following a vacation period or holiday, except in cases of extreme
38 emergency. The member must have the approval of the immediate
39 supervisor on such emergency leaves.

40
41 If the leave is granted, seniority shall be retained and accumulated during
42 the period of leave.

43
44 During any leave of absence without pay of more than fifteen (15)
45 consecutive calendar days, a member will not accrue leave credit or

1 seniority. A member will no longer be eligible for Board paid fringe
2 benefits including but not limited to hospitalization. The member may
3 continue coverage at his or her own expense.
4

5 Leave of absence less than fifteen (15) days shall not be subject to this
6 clause.
7

8 B. Return From Leave - Upon return of the member from leave, all benefits
9 accrued before leave will be restored. Sixty (60) days prior to expiration of
10 the leave the member will notify the Superintendent in writing of his/her
11 intentions. Failure to do so shall be considered as resigning from service
12 in the district, and may prevent the reinstatement. The Superintendent,
13 upon notification, will take the necessary steps to complete the
14 termination of leave.
15

16 C. Any member who while on leave of absence takes employment as a
17 member in another district or in any other way violates the terms of
18 his/her leave shall be deemed to have terminated his/her relationship
19 with the Sault Ste. Marie Area Public Schools and there shall be no further
20 obligation upon the Board.
21

22 D. Childcare Leave
23

24 1. Childcare leave without pay is available to any bargaining unit
25 member upon request. The length of the leave shall not exceed one
26 (1) year, renewable at the discretion of the Board. The purpose of
27 Childcare Leave shall be for caring for a newborn child, an adopted
28 child, or a seriously ill child.
29

30 2. In order to provide for continuity within the classroom between
31 pupil and member, the member shall notify the Superintendent's
32 office in writing at least thirty (30) days prior to the expected
33 commencement date of leave so that necessary arrangements can
34 be made to procure the member's replacement.
35

36 3. Re-employment will commence upon the date set by the Board
37 which shall not be later than the beginning of the first day of the
38 school year following the date the member was declared eligible for
39 re-employment. It is understood that the foregoing shall not
40 supersede provisions for layoff or other provisions of law or this
41 contract.
42

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

1
2 The granting of such leave will in no way interrupt seniority and
3 rights attendant thereto during the first year of the leave only.
4

5 4. A member may make written application to the Superintendent for
6 reinstatement prior to expiration of the leave granted by the Board.
7

8 5. Any member returning from a leave of absence without pay that is
9 not occasioned by a medical emergency shall be permitted to return
10 at the end of a marking period.
11

12 E. Political Leave - The Board may grant a leave of absence without pay to
13 any member to campaign for a public office if consistent with Board
14 policies on leaves. However, if such campaign is successful and the
15 member must hold office for more than one (1) year, he/she will be
16 considered to have resigned his/her position. A member elected to a
17 public office, such as a City Commissioner, which meets regularly in the
18 evening may on occasion be required or invited to attend special functions
19 of said body. Permission to attend such events may be granted by the
20 Superintendent at no cost to the school district when advanced notice is
21 given. The Board and the Association recognize this as a civic
22 responsibility. Similar leaves may be granted by the Superintendent for
23 other civic functions. When approved by the Superintendent and by
24 board action, the member may be allowed to retain seniority (frozen)
25 while on extended Political Leave for up to four (4) years at a time. It will
26 be the member's responsibility to request such approval prior to the
27 election/appointment. When returning from extended Political Leave, the
28 member will be considered for open positions that they are certified and
29 qualified for in accordance with the current board policy on teacher
30 placement.
31

32 F. Education Leave - Leaves of absence without pay may be granted upon
33 application for the following purposes:
34

35 1. Study related to the member's certification field.
36

37 2. Study to meet eligibility requirements for certification other than
38 that held by the member.
39

40 3. Study, research, or special teaching assignment involving probable
41 advantage to the school system.
42

43 4. Any other reason approved in advance by the Superintendent of
44 Schools.
45

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

8
9 H. Insurance may be continued at the expense of the teacher for the duration
10 of the leave at group rates.

11
12 ARTICLE XVI
13 SCHOOL CALENDAR
14

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

19
20 Staff hired after 1/1/2013 will be required to attend three (3) summer
21 professional development days in addition to the days listed above as part
22 of their regular school year.

23
24 ARTICLE XVII
25 GRIEVANCE PROCEDURE
26

27 A. Definitions

28
29 1. A grievance is a written complaint upon an event or condition,
30 which is allegedly in violation of this Agreement.

31
32 3. The "grievant" is the person or persons making this claim.

33
34 3. The term "member" is defined in Article I of the Agreement.

35
36 4. A "party of interest" is the person or persons who might be
37 required to take action or against whom action might be taken in
38 order to resolve the problem.

39
40 5. The term "days" shall mean working days.

41
42 B. The primary purpose of this procedure is to secure, at the earliest level
43 possible, equitable solutions of the problems of the parties. Both parties
44 agree that those proceedings shall be kept as confidential as may be
45 appropriate at each level of the procedure and information shall be shared

1 only on a "need-to-know" basis. Nothing contained herein shall be
2 construed as limiting the right of any person or group with a grievance to
3 discuss the matter informally with any appropriate member of the
4 administration or proceeding independently as described in Section E of
5 these procedures.
6

7 C. Structure

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

10 The Board hereby designates the Superintendent as its representative
11 when the grievance arises in more than one school building.
12

13 D. Procedure

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

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

20 Before submitting a grievance, the claimant shall discuss it with his/her
21 immediate supervisor individually or together with his/her Association
22 representative.
23

24 Procedure No. 1

25 1. Level One - In the event the grievance is not settled through an
26 informal discussion, a written grievance shall be submitted to the
27 principal or administrator involved. The aggrieved person may
28 present this written grievance individually or jointly with the
29 Association representative.
30

31 2. Level Two- In the event the grievant is not satisfied with the
32 disposition of his/her grievance at Level One, or if no decision has
33 been rendered within seven (7) days after presentation of the
34 grievance, he/she shall immediately process the claim with the
35 Superintendent. Within seven (7) days from receipt of the
36 grievance by the Superintendent, he/she shall render a decision as
37 to the solution. This decision shall be in writing.
38

39 3. Level Three - In the event the grievant is not satisfied with the
40 disposition at Level Two or if no decision has been rendered in
41 writing within seven (7) days from date of receipt of grievance by
42 the Superintendent, said grievant may refer the grievance through
43 the Association or individually in writing to the Board. Within
44 seven (7) days from the receipt of the written grievance by the
45 Board, it shall meet with the Association representative and/or

1 grievant for the purpose of arriving at a mutually satisfactory
2 solution. A decision by the Board shall be rendered within seven
3 (7) days, in writing.

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

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

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

25
26 E. Rights of Representation

27
28 Any party of interest may be represented at all meetings and all hearings
29 at any level of the grievance procedure by another member or another
30 person;

31
32 Provided, however, that any member may in no event be represented by a
33 person acting as an officer, agent, or other representative of any
34 organization other than the Association;

35
36 Provided further, that when the Association does not represent a member,
37 the Association shall have the right to be present and to state its views at
38 all stages of the grievance process.

39
40 F. Miscellaneous

- 41
42 1. A grievance may be withdrawn at any level without prejudice.
43 However, if in the judgment of the Association representative the
44 grievance affects a group of members, the Association may present
45 the grievance at the appropriate level.

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2. A grievance and the disposition of the grievance at Level One shall be placed in writing. Decisions rendered at all levels shall be in writing and promptly shall be transmitted to the person who signs the grievance.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation except that such participation shall not give immunity for wrongdoings, professional ethics violations, or any other charges that may result from information disclosed during the grievance procedure.
4. Forms for filing and processing grievances shall be designed by the Board and the Association, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
5. Access shall be given to all parties on a "need-to-know" basis to information necessary for the determination and processing of the grievance.
6. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - a. The termination of service or failure to re-employ any probationary member.
 - b. Any claim or complaint for which there is another remedial procedure or form established by law or by regulation having the force of law, including any matter subject to the procedures, specified in the Teacher Tenure Act (ACT IV of Public Acts, Extra Session, 1937 of Michigan, as amended).
7. If a member does not file a grievance, in writing, within fifteen (15) days after the occurrence, then the grievance shall be considered as waived. Administration may, upon request of the aggrieved person or his/her representative, waive this section on behalf of the member.
8. Failure of Administration to answer at any level within the period automatically allows the aggrieved person to process his/her grievance to the next level. Failure to process the grievance to the next level within fifteen (15) days after initially filing a grievance at the level automatically waives the grievance.

1
2 9. It shall be the general practice of all parties in interest to process
3 grievance procedures during times which do not interfere with the
4 assignment of duties; provided, however, in the event it is agreed
5 by the Board to hold proceedings during regular working hours, a
6 member participating in any level of the grievance procedure, with
7 any representative of the Board, shall be released from assigned
8 duties without loss of salary.
9

10 ARTICLE XVIII
11 CURRICULUM REVIEW COMMITTEE
12

- 13 A. The Board will, through the District School Improvement Team, provide
14 for the carrying out of the determination of curriculum and curriculum
15 revision through a careful evaluation of professional recommendations of
16 the teaching staff by working both with individual members and
17 appropriate member groups. Nominations for memberships on special
18 curriculum study groups may be provided by the Association upon
19 request of Administration.
20
21 B. The School Improvement Team shall recommend that appropriate
22 representation of members shall be appointed to serve as part of the
23 professional development committee via the E.U.P.I.S.D. Said members
24 shall be provided appropriate release time.
25
26 C. Building School Improvement Teams may be established for each building
27 in the district. The size, composition, and scope of the team shall be
28 determined by each building, with the approval of the Superintendent.
29
30 D. The district will apply for State Continuing Education Clock Hours
31 (SCECH's) to be provided for attending SEA members for at least 60% of
32 the District PD days.
33

34 ARTICLE XIX
35 NEGOTIATION PROCEDURES
36

- 37 A. It is contemplated that terms and conditions of employment provided in
38 this Agreement shall remain in effect until altered by mutual agreement in
39 writing between the parties. Nevertheless, because of the special nature of
40 the public educational process, it is likewise recognized that matters may
41 from time to time arise of vital concern to the parties that have been fully
42 or adequately negotiated between them, such as School Improvement
43 Plans and/or Site Based Decision Making. It is in the public interest that
44 the opportunity for mutual discussion of such matters be provided. The
45 parties accordingly undertake to cooperate in arranging meetings,

1 selecting representatives for discussion, furnishing necessary information,
2 and otherwise constructively considering and resolving any such matters.
3

4 B. Neither party in any negotiations shall have any control over the selection
5 of the negotiating or bargaining representatives of the other party and
6 each party may select its representatives from within or outside the school
7 district. While the Association and the Board shall execute no final
8 agreement without ratification, the parties mutually pledge that their
9 representatives will be clothed with all necessary power and authority to
10 make proposals, consider proposals, and make concessions in the course
11 of negotiations.
12

13 C. If the parties fail to reach an agreement in any such negotiations either
14 party may invoke the Labor Mediation's machinery of the State Labor
15 Mediation Board at any time it may so deem it or at the termination of the
16 Agreement may take any other lawful measures it may deem appropriate.
17

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

24 ARTICLE XX
25 ACADEMIC FREEDOM
26

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

34 ARTICLE XXI
35 MISCELLANEOUS PROVISIONS
36

37 A. This Agreement shall constitute the full and complete commitments
38 between both parties and may be altered, changed, added to, deleted
39 from, or modified only through the voluntary mutual consent of the
40 parties in a written and signed amendment to this agreement.
41

42 B. Any individual contract with a member heretofore executed shall be
43 expressly made subject to and consistent with the terms of this or
44 subsequent agreements to be executed by the parties.
45

- 1 C. This Agreement shall supersede any rules, regulations, or practices of the
2 Board, which shall be contrary to or inconsistent with its terms.
3
4 D. If any provision of this Agreement or any application of the Agreement to
5 any member or group of members shall be found contrary to law, then
6 such provision or application shall not be deemed valid and subsisting
7 except to the extent permitted by law, but all other provisions or
8 applications shall continue in full force and effect.
9
10 E. No polygraph or lie detector device shall be used by the Board of
11 Education in any investigation of any teacher.
12
13 F. This Agreement shall be available on the school district's webpage.
14
15 G. An Emergency Manager appointed by law may reject, modify or
16 terminate the Agreement as provided by law. This clause is included in
17 this Agreement because it is legally required by state law. By signing this
18 Agreement, the Union does not waive any right it may have to challenge
19 whether this clause is binding upon the union or the employer. The union
20 reserves all rights to assert that this clause is unenforceable.
21


22 ARTICLE XXII
23 DURATION
24

25 This Agreement shall remain in full force and effect until June 30, 2020, or until a
26 new agreement is negotiated or ratified.
27

28 IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and
29 seals.
30

31 SAULT STE. MARIE AREA PUBLIC SCHOOLS

SAULT EDUCATION ASSOCIATION, INC.

32
33
34 BY: 

BY: 

35 Dr. Timothy Hall

Clare Arbic

36
37 DATE: 1/21/19

DATE: 1/21/19

38
39
40 BY: 

Heather Hopkins

41
42
43
44 DATE: 1/21/19

APPENDIX A
SAULT STE. MARIE AREA PUBLIC SCHOOLS
SALARY SCHEDULE 2018-2019

		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	30,823	31,131	33,905	34,244	36,987
2	1.09	32,618	32,944	35,880	36,239	39,142
3	1.14	34,114	34,455	37,526	37,901	40,937
4	1.2	35,910	36,269	39,501	39,896	43,092
5	1.26	37,705	38,082	41,476	41,891	45,246
6	1.33	39,800	40,198	43,780	44,218	47,760
7	1.4	41,895	42,314	46,084	46,545	50,274
8	1.47	43,990	44,429	48,388	48,872	52,787
9	1.55	46,384	46,847	51,022	51,532	55,660
10	1.63	48,778	49,265	53,655	54,192	58,533
11	1.71	51,171	51,683	56,289	56,852	61,406
12	1.79	53,565	54,101	58,922	59,511	64,279
13	1.87	55,959	56,519	61,555	62,171	67,151
14	1.97	58,952	59,541	64,847	65,496	70,742
32	1.92	57,456	58,030	63,201	63,833	68,947

Intervention Specialists and Truancy Officers: \$30,977 (1.005 of BA Step 1)

BASE: 29,924.85

SALARY SCHEDULE 2019-2020

Step	Factor	1.0000	1.0100	1.1000	1.1110	1.2000
1	1.03	30,977	31,286	34,074	34,415	37,172
2	1.09	32,781	33,109	36,059	36,420	39,337
3	1.14	34,285	34,628	37,713	38,091	41,142
4	1.2	36,089	36,450	39,698	40,095	43,307
5	1.26	37,894	38,273	41,683	42,100	45,473
6	1.33	39,999	40,399	43,999	44,439	47,999
7	1.4	42,104	42,525	46,315	46,778	50,525
8	1.47	44,209	44,652	48,630	49,117	53,051
9	1.55	46,615	47,082	51,277	51,790	55,939
10	1.63	49,021	49,512	53,924	54,463	58,826
11	1.71	51,427	51,942	56,570	57,136	61,713
12	1.79	53,833	54,372	59,217	59,809	64,600
13	1.87	56,239	56,802	61,863	62,482	67,487
14	2.0	60,149	60,750	66,164	66,825	72,179
32	1.92	57,743	58,320	63,517	64,152	69,292

BASE 30,074.47

Intervention Specialists and Truancy Officers: \$31,132 (1.005 of BA Step 1)

3	MTPP 1 .04639	2,602	2,628	2,862	2,890	3,122
4	MTPP 2 .07216	4,047	4,087	4,452	4,496	4,856
5	MTPP 3 .10309	5,782	5,839	6,360	6,423	6,938

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

12
13 Yr 1 - Salary X 0.04639

14 Yr 2 - Salary X 0.07216

15 Yr 3 - Salary X 0.10309

16
17 The Master Teacher will prepare and present an after school professional
18 development session on an educational topic related to their content area and
19 student achievement. The duration shall be limited to 1-3 hours and shall be
20 scheduled through the HR Department. Non-tenured teachers are required
21 to attend at least two (2) Master Teacher Presentations per year when
22 available.

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

24
25 To be considered for MTPP, the teacher must have worked as a classroom
26 teacher for the Sault Area Public Schools for a minimum of 12 years. The teacher
27 shall request to be placed on MTPP in writing prior to the end of the semester it
28 is to start. The MTPP placement shall be for three (3) consecutive years and not
29 be renewable. At the completion of the third year of MTPP, the teacher will
30 move to step 32. Teachers on step 32 are not eligible for MTPP pay.

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

39
40
41 BA SCHEDULE - Must hold a degree from an accredited college or university.

42
43 MA SCHEDULE - Must have a Master's Degree from an accredited university.

44
45 6-YEAR SCHEDULE - Must meet all of the following requirements:

- 1 BA or BS Degree from an accredited college or university.
- 2 MA Degree from an accredited college or university.
- 3 A 6-Year Degree from an accredited college or university.
- 4 A teaching certificate from the State of Michigan in the area of competence.
- 5
- 6 The twenty (20) semester hours beyond the BA and the MA Degree must be in
- 7 the member's field of study or be applicable to an advanced degree. A member's
- 8 field in secondary grades, 9-12, will be interpreted to mean a major or minor field
- 9 of study or work towards an advanced degree in the field of study.
- 10
- 11

APPENDIX B

RETIREMENT AND TERMINAL LEAVE

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4
5 A. Those members who have accumulated unused sick days in excess of one
6 hundred fifty (150) days will receive upon retirement, a one-time payment
7 for one hundred (100) days based on the following: .0028 of current salary
8 base earned times one hundred (100) days. Sick leave payoff will be made
9 to an MEA financial 403 (b) plan.

10
11 In order to be eligible for a sick leave payoff, the member must be eligible
12 to retire with the Michigan Public School Employees Retirement System.
13
14

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. The listing of all positions under Appendix C is not authorization to have the position. The Board shall decide whether to have or not to have the position. Persons employed less than the length of the assignment shall have their pay prorated. Job descriptions will be provided by the appropriate principal and used for the purposes of evaluation.

C. If the member is required, as part of the extra-curricular activity, to take the State of Michigan Bus Driver's School, said member shall be reimbursed tuition fees and expenses.

D. Payment for any newly created extra-curricular positions shall be established on negotiated rates. There shall be written evidence of such agreements as to duties and compensation included in the separate added duty contract (non-tenure). Compensation by adjustment of teaching load is acceptable if so indicated in the additional duty contract and if it does not circumvent in any way the negotiated salary schedule.

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

F.	Category I (13%)	Category II (10%)
	Varsity Head Football	Varsity Assistant Football
	Varsity Head Basketball	J.V. Head Football
	Varsity Head Hockey	J.V. Head Basketball
	High School and Middle	Head Swimming (both M & F)
	Band Director	Head Varsity Volleyball
		Assistant Varsity Hockey

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**Category III
(7%)**

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

**Category IV
(5%)**

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
(3%)**

High School Pom Pon	Varsity Rifle Team
7th & 8th Grade Volleyball	Hockey Cheerleading
All 7th & 8th Grade Track	Cheerleading - 7th and 8th Grade
Middle School Basketball	

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

- | | | | | |
|----|---|------|--------------------|----|
| 1. | MUSICAL | | NON-MUSICAL | |
| | Director | 4.5% | Director | 4% |
| | Producer | 2% | Producer | 2% |
| | Band Director | 2% | | |
| 2. | Publications - Yearbook or Newspaper:
High School - 8%; Middle 3% | | | |
| 3. | High School Class Advisors: seniors 5%, juniors 4%, sophomores, &
freshman 3%, Vocational Youth Organizations 2.5% | | | |
| 4. | Intramurals 4% per session | | | |
| 5. | Student Council 4%; Middle 2% | | | |
| 6. | Internal Substitute Rate .001/per period | | | |

- 1 7. Quiz Bowl 3%
- 2
- 3 8. Driver Education .0008/per hour
- 4
- 5 9. Summer School/JTPA .001/per hour
- 6
- 7 10. Summer School Intervention Specialist .00078/hour
- 8
- 9 11. Lunch Room (noon hour) Supervisor .0007/hour
- 10
- 11 12. Athletic Events Supervisor .0005/hour
- 12
- 13 13. Tutoring .0007/hour
- 14
- 15 14. Programming-Networking .001/hour
- 16
- 17 15. Current IRS rate of reimbursement for travel expense (mileage)
- 18
- 19 16. Curriculum Coordination - Range of 4-7% of individual's salary
- 20 based upon number of F.T.E. staff members in department.
- 21
- 22 17. After school detention as directed by administration .0007/hour.
- 23
- 24 18. National Honor Society Advisor 3.5%
- 25
- 26 19. Robotics Advisor 3%
- 27
- 28 20. Upon completion of Safe Schools Training, members will be
- 29 compensated for two (2) hours at the base rate.
- 30

SAULT SCHOOLS CALENDAR 2018 – 2019

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3	Opening Day/Teacher Work Day	Aug 27
4	Elementary Open Houses	Aug 28
5	PD Day	Aug 28
6	PD Day	Aug 29
7	Labor Day	Sept 3
8	First Day (Students a.m. only, PD PM	
9	Teachers)	Sept 4 PD ½ Day Oct 5
10	End 1 st Marking Period	Nov 2
11	(Malcolm, MS, & Elem Students a.m. only; Teacher workday p.m.)	
12		
13	Parent-Teacher Conferences	Nov 7-8
14	(Schools will announce schedule details)	
15		
16	Thanksgiving Break (1/2 day)	Nov 21
17	No School	Nov 22-23
18		
19	Christmas Break	Dec 22-Jan 1
20	School Resumes	Jan 2
21		
22	Sault High School Exams	Jan 16-17-18
23	End 2 nd Marking Period	Jan 18
24	(All students a.m. only; Teacher workday p.m.)	
25		
26	PD Day	Jan 21
27	Start 2 nd Semester	Jan 22
28		
29	PD Day	Feb 15
30		
31	Conferences	Feb 20-21
32	(Schools will announce schedule details)	
33		
34	End 3 rd Marking Period	Mar 22
35	(Students a.m. only; Teacher workday p.m.)	
36		
37	Spring Break	Mar 25 – Mar 29
38		
39	State Testing SAHS	Apr 10
40		
41	Easter Break (No School)	Apr 19 & 22
42		
43	Malcolm High School Graduation	May 23
44		
45	Sault High Graduation	May 26
46		
47	Memorial Day	May 27
48		
49	Sault High School Exams	Jun 5-6-7
50	Students Last Day	Jun 7
51	(All students a.m. only; Teacher workday p.m.)	
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APPENDIX E

MENTOR TEACHER

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

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

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

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

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

26 H. Compensation for Mentor Teachers shall be as follows: His/her per diem
27 times 1.5 for five (5) days the first year, three (3) days the second year, and
28 one (1) day for the third and last year of each mentor assignment.
29

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

APPENDIX F

INTERVENTION SPECIALIST/TRUANCY OFFICER

a. Compensation for Intervention Specialists according the following scale:

Years: 1-2 100.5% or 1.005 Factor of BA Step 1 of Teacher Salary Schedule

Years: 3-5 100.5% or 1.005 Factor of AB Step 1 of Teacher Salary Schedule plus \$400 off schedule payment.

Years: 6-9 100.5% or 1.005 Factor of AB Step 1 of Teacher Salary Schedule plus \$700 off schedule payment.

Years: 10+ 100.5% or 1.005 Factor of AB Step 1 of Teacher Salary Schedule plus \$1000 off schedule payment.

b. Work Schedule:

Truancy Officer - Teacher Regular School Year

Intervention Specialist - Teacher Regular School Year

c. Insurance Benefits: Consistent with Article XIV, Section M, Insurance Benefits

APPENDIX G

ASSIGNMENT AND TRANSFER POLICY

The Board of Education believes that the appropriate placement of qualified and competent staff is essential to the successful functioning of the District.

The Superintendent shall be responsible for the proper assignment and transfer of all professional staff members and shall attempt to effect the optimum assignment of the professional staff in conformance with any applicable contractual or legal requirements, State certification requirements, and Federal requirements. S/He shall establish an audit procedure to ensure that each instructional staff member's teaching certificate is currently in compliance with appropriate State certification criteria and has not been nullified.

The Superintendent shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the District. The responsibility for selection, placement, and transfer of personal shall be vested in the Superintendent. The Board, individually and collectively, shall refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

Teacher Placement

The Board considers the appropriate placement of effective teachers as an essential ingredient in promoting student academic growth, in attaining successful educational outcomes for students, and in providing quality educational services.

For purposes of this policy, the term "teacher" shall refer to those non-supervisory instructional employees of the School District whose employment is regulated by the Teachers' Tenure Act. The term "placement" shall include decisions involving the assignment and transfer of teachers as well as decisions involving the filling of vacant teaching positions with on-staff teachers. These placement decisions are delegated to the superintendent.

"Placement" does not include staffing decisions made in the context of recall of a teacher from layoff, which decision is governed by District Policy 3131. "Placement" also excludes decisions to initially hire or to dismiss or non-renew a teacher, which determinations are reserved to the Board and are not delegated under this policy.



SAULT STE. MARIE AREA PUBLIC SCHOOLS

876 Marquette Avenue / Sault Ste. Marie, MI 49783

Phone (906) 635-6609 – Fax (906) 635-6642

Dr. Timothy D. Hall, Superintendent


Letter of Agreement between Sault Education Association and Sault Area Public Schools

Re: Accrual of Compensatory Time for Internal Subbing


Through the end date of the current bargaining agreement (June 30, 2020), teachers who are asked to internal sub may elect either payment for the time worked or may accrue compensatory time at a ratio of one period of internal subbing to one class period off. Teachers using compensatory time will follow the same guidelines as for personal business time. Teachers must use compensatory time in half or full day increments. Compensatory time may be used in conjunction with personal time, however the maximum combined total is limited to three (3) days. Compensatory time must be used in the same school year in which it was earned. Teachers who have compensatory time remaining at the end of the school year will be compensated at the internal sub rate.

Administration and SEA will collaborate on the development of a record-keeping process designed to track the accrual and usage of Compensatory Time earned by faculty.

For the District:


Dr. Tim Hall Superintendent Date 1/21/19

For the SEA:


Clare Arbic SEA co-President Date 1/21/19


Heather Hopkins SEA co-President Date 1/21/19