

MASTER AGREEMENT

BETWEEN

STANTON TOWNSHIP BOARD OF EDUCATION

AND

COPPER COUNTRY EDUCATION ASSOCIATION

2011-2014

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ARTICLE 1

RECOGNITION

The Board hereby recognizes the Copper Country Education Association as the exclusive bargaining representative as defined in Section II of the Michigan Public Employment Relations Act, for all certified professional personnel under contract or employed by the Board, excluding those whose primary duty is that of supervision of professional personnel, clerical and office personnel, food service, custodial personnel, and bus drivers, substitutes, and all other employees.

ARTICLE 2

BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and constitution of the State of Michigan and/or the United States.

- A. Such rights shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations, and to direct the working forces and affairs of the school district.
 2. Continue its rights, policies and practices of assignment, and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of the Agreement.
 3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties of employees, determine the size of the work force and to lay off employees.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work.
 5. Adopt reasonable rules, policies, and regulations.
 6. Determine the number and location of relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or sub-divisions thereof.
 7. Determine the financial policies, including all accounting procedures.
 8. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organizations.

The exercise of these powers, rights, authorities, duties, and responsibilities by the Board shall be limited only by the specific and expressed terms of this Agreement. It is further understood that the above rights are not to be interpreted as abridging or conflicting with any specific provisions of this Agreement.

- B. Should an unforeseen change in legislation, working conditions, or positions in the District occur during the term of this Agreement, the parties may mutually agree to negotiate the item of concern.
- C. It is understood by the parties that the establishment of new positions in the District shall be subject to negotiation between the parties.

ARTICLE 3

ASSOCIATION RIGHTS

- A. Pursuant to the provisions of the Michigan Public Employment Relations Act, the Board hereby agrees that every one of the employees of the Board shall have the right freely to organize, join, and support the Association, for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by the provisions of the Michigan Public Employment Relations Act, or other laws of Michigan, or the constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment, by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members. The Association and its members shall also be entitled to use school equipment and supplies as needed. The Association shall reimburse the District for any reasonable cost incurred in using the building, equipment, and/or supplies.
- C. The Board agrees to furnish to the Association in response to reasonable request from time to time all available information concerning the financial resources of the District, tentative budgetary requirements in allocations, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students.

ARTICLE 4

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of professional dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of any year. Pursuant to such authorization, the Board shall deduct one tenth of such dues from the first regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year. Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced by one tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the teacher taking any leave of absence or sick leave provided for in this contract.
- B. Any teacher who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay a representation benefit fee to the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph A. In the event that a teacher shall not pay such representation benefit fee directly to the Association or authorize payment through payroll deductions, as provided in the preceding paragraph, the Board will deduct the amount of the representation fee from the pay of the teacher, upon a request from the Association in writing, and notice to the teacher of the request, and an opportunity to respond to the Board.
- C. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding Sections A and B of this article of the collective agreement. The Association further agrees to indemnify the Board of any cost or damage which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board of its agents.
 2. The Association, after consideration with the Board, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense, which may be assessed against the Board by any court or tribunal.
 3. The Association has the right to choose the legal counsel to defend any said suit or action.
 4. The Association shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE 5

TEACHER RIGHTS

- A. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination, with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless it has an adverse effect on the teacher's ability to function in the classroom.
- B. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, sex, marital status or national origin.
- C. Students, parents, or other parties occasionally voice complaints about a teacher or submit complaints about a teacher. Upon the Administration receiving a considered complaint, the affected teacher shall be notified promptly prior to any further action on the verbal or written complaint. The complaint shall be investigated by the Administration. If necessary, a meeting shall be scheduled between the Administrator, the affected teacher, and the complainant. Any of these parties are entitled to bring to such meeting an additional representative deemed appropriate to help resolve the complaint. If the complaint is not resolved, in order for it to be considered further, it must be reduced to writing and signed by the complainant. If any material related to a complaint is placed in a teacher's personnel file, the teacher shall be entitled to attach a written response.
- D.
 - 1. Copies of the official Board minutes shall be posted in the teacher workroom no later than seven (7) days following the Board meeting.
 - 2. Copies of the Master Agreement shall be provided without cost to each bargaining unit member within 30 business days of ratification by both parties.

ARTICLE 6

TEACHING HOURS AND CLASS LOADS

- A. Full-time teachers are to report for duty 30 minutes before the opening of the students' regular school day. Part-time teachers are to report for duty 30 minutes before the start of their first instructional period. This time is designated for planning, preparation, and limited student supervision.

Teachers are encouraged to remain for a period of time after the end of the student day to attend to matters associated with their profession. Twice a month, teachers will be obligated to attend a 60 minute faculty meeting scheduled by Administration. One staff meeting per month will be for preparation time unless a staff meeting is absolutely necessary as determined by the superintendent. Part-time teachers shall be obligated to attend meetings, in-services, and conferences on a pro-rated basis according to their teaching schedule. Mileage shall be paid at the school rate for a part-time teacher who is required to return to school for a meeting. The meetings attended by the part-time teacher will be determined by the superintendent. Teachers will be responsible to obtain information from the meetings missed. On alternate weeks, teachers will be obligated to remain at the school, Monday through Thursday, for 15 minutes, after students are dismissed. On Fridays, or days proceeding holidays or vacations, teachers may leave after the end of the student day. If a ½ day in-service is to be scheduled to coincide with an obligatory faculty meeting, and lasts beyond 3:30 p.m., and not later than 4:30 p.m., the in-service/staff meeting will count as one (1) of the two (2) monthly meetings.

Mileage will be paid according to the Master Contract to attend a meeting in an unassigned building.

- B. Lunch period at the Holman School shall be duty free. If lunchtime supervision is required by the administration at the E.B. Holman School, then the teacher shall be provided with \$2.25 per day and a free lunch. Substitute teachers shall be provided lunch.
- C. All full-time teachers shall be required to work a minimum of five (5) hours of instruction per regular day.
- D. Teachers of grades K-5 will supervise one (1) 15 minute recess period per week. Teachers may volunteer to supervise additional recess periods for compensation beyond the one (1) per week. Teachers may be required to supervise an additional recess period if enough volunteers are not obtained. Teachers volunteering for, or required to supervise additional recess periods shall earn one (1) compensatory day for every 300 minutes (20 recess periods) worked. Multiples of 300 minutes will be compensated as comp days. Unused periods will be paid at a pro-rated substitute teacher's pay.

Teachers of grades 6, 7, and 8, will supervise one (1) thirty minute advisory period per week; fifteen minutes of which will be required time, and fifteen minutes will be compensatory time. Teachers may volunteer to supervise additional advisory periods, for compensation, beyond the one (1) per week. Teachers may be required to supervise additional advisory periods, if enough volunteers are not obtained. Teachers volunteering for, or required to supervise additional advisory periods, will earn 30 minutes of compensatory time. Compensatory time will be accumulated as described in the paragraph above.

- E. On those days when students are dismissed during the school day because of inclement weather, teachers may leave after the last students leave or earlier if dismissed by supervisor.
- F. Because preparation is important to providing quality instruction, the District shall provide each teacher with preparation time free from students and other responsibilities. Preparation time shall be equalized between teachers.
- G. Art instruction shall be provided weekly for each class for the full year.

ARTICLE 7

TEACHING CONDITIONS

The parties recognize that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that every effort will be made by the Board and the Administration to maintain class size at what is mutually considered to be reasonable.
- B. The Board will continue its efforts to keep the school reasonably and properly equipped and maintained.
- C. The Board shall provide:
 - 1. A separate desk for each teacher in the district, with a lockable drawer space.
 - 2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
 - 3. Adequate chalkboard space in every classroom.
 - 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
 - 5. Adequate storage space in each classroom for instructional materials.
 - 6. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
- D. The Association and the Board agree with the general philosophy of school improvement through site based decision making, effective schools programs, or other methods, as provided in Section 1277 of the Revised School Code MCL380-1277. The conditions, which shall govern participation in any and all plans, shall be as follows:
 - 1. Participation by the teacher is voluntary.
 - 2. Participation or nonparticipation shall not be used as criteria for evaluation, discipline, or discharge.
 - 3. This Master Agreement may not be modified in whole or in part as a result of site based decision making (School Improvement) except by mutual, written agreement between the Association and the Board.
- E. In the event a pupil(s) is enrolled in the Stanton Township Schools who requires specialized medical care, the manner of dealing with said pupil(s) shall become a subject of special attention at the request of the Association or the Board.
- F. If a controversy develops over a curriculum offering or course content in the Stanton Township Schools, the Board will investigate and provide direction and guidance to the teachers and/or instructors involved.

ARTICLE 8

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. Teachers shall not be hired or assigned outside the scope of their teaching certificates or qualifications, established and required for the position by the Board.
- B. To be qualified, a teacher must also meet the “highly qualified” requirements of the No Child Left Behind Act and related regulations.
- C. All teachers shall be given written notice of their schedules for the forthcoming year no later than July 15. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers’ schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires the same, and the Association shall be so notified in each instance. The Board to determine emergency.

ARTICLE 9

VACANCIES AND TRANSFERS

- A. Professional vacancies shall be posted for ten (10) workdays in each building. During the summer months, a copy of all vacancies will be forwarded to the President of the Association at an address provided by the President.
- B. Subject to certification, mutual requests for transfers by bargaining unit members wishing to switch positions may be granted, unless the granting of same is inconsistent with the language pertaining to the filling of vacancies.

Prior to any involuntary transfer, the employer shall provide the affected bargaining unit member written notice of and reasons for the transfer.

Voluntary transfer of teachers, with Administrative and Board approval, shall be considered before involuntary transfers are considered.

ARTICLE 10

PAID LEAVES

A. Sick Leave

1. At the beginning of each school year, each teacher shall be credited with ten (10) days of sick leave, the unused portion of which shall accumulate from year to year to a limit of 170 days for maximum accumulation. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:
 - a. A teacher may use all or any portion of accumulated sick leave days to recover from his/her own illness or disability, which shall include, in part, dental and eye care, and all disabilities caused or contributed to or by pregnancy, miscarriage, abortion, childbirth and recovery.
 - b. Illness in the immediate family when deemed necessary by the teacher. Immediate family shall be defined as spouse, mother, father, brother, sister, child, grandchildren, grandparents or dependent in the household.
2. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total of sick leave credit. Any change in the number of hours a teacher works will result in a corresponding adjustment to his or her sick leave. (e.g. a half-time teacher moved to full-time will have his or her sick leave days divided by two. A full-time teacher moved to half-time will have his or her sick leave days multiplied by two.)
3. The Board of Education reserves the right to require a doctor's certificate as evidence of illness. The superintendent shall certify as to the legitimacy of a claim for compensation for absence. The Board will pay the expense of a doctor's certification, if it is not covered by the member's insurance.

B. Terminal pay

Terminal pay for all accumulated sick leave days shall be paid consistent with Article 14, paragraph C, at a rate of \$30.00 per day, up to a maximum of 150 days.

C. Personal Leave

1. At the beginning of every school year, each employee shall be credited with three (3) days to be used for the employee's personal use. An employee may accumulate up to five (5) personal days. The employee need not tell how the leave time is to be used. A fourth day may be granted when reason is given. An employee planning to use a personal day or days shall notify his/her supervisor at least forty-eight (48) hours in advance, except in cases of emergency. At the end of each school year, any unused personal days over five (5) shall be accumulated to the employee's sick leave. A maximum of two (2) employees shall be eligible for personal leave on any one day during the months of May and June.

2. Personal leave may be granted after a holiday if substitute teachers are available. Personal leave shall be granted before and after holidays in cases of legal obligations, family emergencies, or the death of a friend or relative. If a teacher violates the personal leave policy, he/she will forfeit that day's salary.
3. The personal leave days used shall not be deducted from annual or cumulative sick leave.
4. Any change in the number of hours a teacher works will result in a corresponding adjustment to his/her personal leave, ie; a half-time teacher moved to full-time will have his/her personal leave days divided by two (2). A full-time teacher moved to half-time will have his/her personal leave days multiplied by two (2).

D. Compensation Time (Comp Time)

Comp time is time off allowed an employee who agrees to provide a service negotiated by the parties without financial compensation (ie; recess, or periods beyond those required by the contract). An employee planning to use comp time shall notify his/her supervisor 48 hours in advance. Comp time will be granted if a substitute is available. An employee may accumulate up to three (3) comp days per year. If an employee earns additional days, they will be transferred to their sick leave bank.

E. Bereavement Leave

Teachers will be granted a maximum of four (4) days for a death in the immediate family. Such time will not be deducted from sick leave or personal leave. Two (2) additional days, chargeable to sick leave, may be granted if needed. Immediate family is defined as spouse, child, mother, father, brother, sister, mother-in-law and father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, nieces, nephews, aunts, uncles, and any person living in the household, or a close friend.

F. Workers' Compensation

Any regular employee of the school system who incurs, in the line of duty, an injury for which he/she receives compensation under the Workers' Compensation Act shall be paid for a period of not exceeding the duration of this agreement, the difference between his/her salary and the amount received under Workers' Compensation. Thereafter, the employee who has been injured in the course of his employment will receive compensation as provided under the Michigan Compensation Act.

G. Jury Duty

An employee who serves on jury duty or is subpoenaed as a witness during his/her regular scheduled work day will be paid the difference between the jury duty pay and his/her regular pay if the jury pay is less. The employee agrees to report to work on any day during which he/she is excused as a juror or witness prior to 12 o'clock noon. The employee also agrees to notify the administrator within twenty-four (24) hours of his/her selection as a juror or subpoena as a witness so that the school district may take steps to have the teacher excused as a juror if such action is felt to be necessary by the District.

H. Conferences

Attendance at conferences, workshops, and in-service activities will be encouraged by the Association and the Board. The Board shall reimburse any reasonable and necessary costs incurred, however, requests to attend are subject to Administrative approval and shall be made in writing, along with an estimate of the cost of attendance.

I. Association Leave

The Association shall be granted two (2) days leave with pay for the purpose of conducting Association business and attending Association meetings/functions. The President shall notify the appropriate Administrator 48 hours prior to the use of said day by a member of the Association.

ARTICLE 11

LEAVE OF ABSENCE WITHOUT PAY

- A. A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities, provided said teacher states, in writing, his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been if teaching in the District during such period.
- B. A leave of absence of up to one (1) year shall be granted to any teacher upon application, with an additional year granted upon request one (1) month before the start of the school year, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from such leave, a teacher shall be placed at the position on the salary schedule he/she would have been entitled when he/she commenced leave.
- C. A teacher may utilize either of the following two options for a leave of absence for the purpose of childbirth, recovery, and child care:
1. A pregnant teacher may teach as long as she can continue her regularly scheduled duties, provided that the Board may require a doctor's statement to that effect. When she is no longer able to work, she will be considered on sick leave and may use any accumulated sick leave days during the period of disability. If she has exhausted her accumulated sick leave, she will be placed on unpaid leave of absence until she is able to return to her former position.
 2. A pregnant teacher may elect to combine maternity and childcare leave for a period of time greater than actual disability. In such an instance, the teacher shall make application for a maternity/child care leave at least sixty (60) calendar days prior to the commencement of the leave. The Board may require a doctor's statement to the effect that the teacher may continue her duties to that date. A teacher desiring to return to work from such leave shall notify the Superintendent at least 90 calendar days prior to the date she wishes to resume teaching. The teacher shall be returned to her former position.
- D. A leave of absence for up to one (1) year shall be granted to any teacher for the purpose of childcare for the teacher's newborn or newly adopted child. The application for such leave shall be received by the Superintendent no later than sixty (60) calendar days prior to the effective date of such leave, except in cases of extreme emergency, and shall include a statement of the exact date on which the teacher wishes to have the leave begin. A teacher desiring to return from such leave shall notify the Superintendent at least sixty (60) calendar days prior to the date he/she wishes to resume teaching. Reinstatement shall be to the teacher's former position.

- E. A leave of absence for up to one year may be granted to a teacher for any other reason, if approved by the Board. A teacher desiring such a leave shall make the request, in writing, at least ninety (90) days prior to the commencement of the leave, and shall, at the same time, indicate the anticipated day of return to teaching.
- F. Unpaid leave of absence for the purposes, and as required by the provisions of the Federal Family and Medical Leave Act, will be provided in compliance with the law and its implementing regulations.

ARTICLE 12

EVALUATION

The parties, in seeking to continually improve the quality of instruction, recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals:

- A. Probationary teachers shall be observed for the purpose of evaluation at least two (2) times during the school year. These observations shall occur at least one month following a teacher's commencement of service, and ninety (90) days prior to the end of the probationary school year. Tenured teachers shall be evaluated at least once every three (3) years. The criteria for evaluation shall be provided to the teachers prior to evaluation. A personal interview shall be held within seven (7) school days of the observation. A written evaluation shall be submitted to the administration, with a copy provided to the subject teacher, within seven (7) days of the observation. The written evaluation should contain recommendations for correcting any deficiencies noted and the administration agrees to assist the teacher in improving any such deficiencies. The parties agree that if these deficiencies are not noted in subsequent evaluations, they shall be considered satisfactorily resolved.
- B. Evaluations shall only be conducted by a qualified administrator. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly with full knowledge of the teacher.
- C. No later than sixty (60) days before the last scheduled day of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, or denied tenure, will be furnished by the administration to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report is discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing, with a copy to the Association.
- D. Each teacher shall have the right, upon request, to review the contents of his/her personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personal file shall contain the following minimum items of information:
 - All teacher evaluation reports
 - Copies of annual contracts
 - Teacher certificate
 - A transcript of academic records
 - Tenure recommendation

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

ARTICLE 13

PROFESSIONAL BEHAVIOR

- A. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of professional conduct by a teacher reflect adversely upon the teaching professional, and create undesirable conditions in the school buildings, and may result in disciplinary action by the Board.
- B. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, warned, suspended, discharged, or non-renewed without just cause. Any such discipline, reprimand, or reduction in rank or compensation, including adverse evaluation of teacher performance asserted by the Board or representative thereof, shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

Any discharge or termination of a teacher shall be governed by the applicable provisions of the Michigan Tenure Act, MCL 38.71 et seq. and shall not be subject to the grievance procedure of this agreement.
- D. No teacher shall be disciplined without just cause for alleged misuse or inappropriate use of the Internet or E-mail. No teacher shall be disciplined without just cause for a student's misuse of the Internet or E-mail.

ARTICLE 14

PROFESSIONAL COMPENSATION

- A. All professional staff members shall receive a 1.5% increase to each step of the salary schedule in year 1; a 1% increase to each step of the salary schedule in year 2; a 2% increase to each step of the salary schedule in year 3. All teachers shall be given full credit on the salary schedule set forth in Appendix A for full years of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency up to five (5) years on the salary chart.

- B. In recognition of service to the school district, a terminal leave payment of thirty dollars (\$30.00) for unused accumulated sick days shall be paid to a teacher who has served at least eleven (11) years in the district upon termination of employment in this system, limited to one hundred fifty (150) days, except in the case of teacher being terminated for cause. Terminal leave pay for part-time teachers shall be pro-rated. (ie; a half-time teacher with 70 days accumulated sick leave shall be paid $\$30.00 \times 70 \text{ days} \times \text{half-time} = \$1,050.00$)

- C. Salaries will be paid out according to one of the following three options. Each bargaining unit member must notify the administration prior to the first scheduled pay period which option is desired.

OPTION 1. Contract salary to be divided into twenty-six (26) equal payments, to be made at fourteen (14) day intervals throughout the year.

OPTION 2. Contract salary to be divided into twenty-one (21) equal payments, to be made at fourteen (14) day intervals, to coincide with those paydays established in Option 1.

OPTION 3. Any bargaining unit member selecting Option 1 may receive all contract salary due for the year on the last day of the regular school year.

ARTICLE 15

INSURANCE BENEFIT

During the term of this Agreement, the Board shall provide a fully paid MESSA Choices II PAK health insurance plan to each bargaining unit member for 2011-2012, 2012-2013 and 2013-2014 as follows.

1. PAK A Choices II with prescription co-pay 10/20 Rx and \$500/\$1000 deductible.

\$1,000.00 Negotiated Life Insurance with AD&D, VSP-3 Plus vision insurance, Delta Dental (Class 1A, 1B, II and annual max 80: 80/80 \$1,000 Class III 80 & lifetime max \$1,300)

2. PAK B \$5,000.00 Negotiated Life with AD&D, VSP 3 Plus vision insurance, Delta Dental (same as PAK A)

The Board agrees to pay 90% of the premiums for PAK A & PAK B subscribers.

PAK A subscribers will be paid a stipend of \$300 (single) or \$600 (2-Person or Family) when deductible limits of \$200 (single) and \$400 (2-Person or Family) have been reached.

- A. Employees not electing PAK A may apply up to the amount of the Choices II single subscriber premium toward the purchase of MESSA fixed and/or variable option programs, and/or the MEA Financial Services insurance, annuities and/or other programs. Any amounts exceeding the single subscriber rate shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups. These option programs are subject to the rules and regulations of the provider (MESSA, MEAFS). Any employee electing PAK B health care protection as provided above, may participate in the Cafeteria Section 125 Plan upon written application, and apply the single subscriber rate of said health care insurance toward the purchase of plan options. The District will provide payment, in full, on the first pay period of January.
- B. In the event that any employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefit shall continue throughout the balance of the contract year as defined in Section D.
- C. The Board shall make payment of insurance premiums for each employee to assure insurance coverage for the full twelve month period commencing September 1, and ending August 30, for all employees who complete their contractual obligation. If any employee terminates his/her employment for reasons other than illness prior to June, his subsidy shall terminate on the first of the month following. In instances where cost of coverage exceeds amount of

subsidy, the School Board shall make provision for the excess to be payroll deductible.

- D. Premiums for coverage indicated in this Article (15), will be paid, as set forth by this Article, until a new contract is ratified.
- E. The Board shall provide a Verity Insurance Program payroll deduction for each staff member upon receipt of a written authorization and shall forward the deducted premiums directly to Verity.
- F. Employees hired after September 2005, on a part-time basis, shall have a benefits package on a pro-rated basis.
- G. In the event the State of Michigan institutes initiatives which would save the District money on benefits, before the termination of this agreement, both parties agree to re-open negotiations concerning benefits.

ARTICLE 16

PROFESSIONAL GRIEVANCE PROCEDURE

A. A grievance is a claim based upon an alleged violation, misinterpretation, or misapplication of any provision of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in the Article:

1. The termination of services, or the non-renewal of any probationary teacher
2. The discharge or demotion of a tenured teacher
3. The discharge or termination of any teacher from an extra duty position
4. The content of an evaluation or an individualized development plan

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and /or demotion).

B. The term “days” as used herein shall mean days in which school is in session. If a grievance is filed at or near the end of the school year, then “days” shall mean business days.

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

1. It shall be signed by the grievant or grievants
2. It shall be signed by a representative of this association
3. It shall be specific
4. It shall cite the section or subsection of this contract alleged to have been violated
5. It shall contain the date of the alleged violation
6. It shall specify the relief requested

D. The fees and expenses of the arbitrator shall be shared equally by the parties.

- E.
1. The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
 2. Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

Level One

In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her superintendent/principal either personally or accompanied by his/her Association representative. The grievance must be filed within fifteen (15) days of the discovery of the violation, misinterpretation, or misapplication. (It is understood by the parties that the discovery shall be limited to the school year.)

Level Two

If, as a result of the informal discussion with the superintendent/principal, a grievance still exists, the teacher may invoke the formal grievance procedure through the Association. A copy of the grievance shall be delivered to the superintendent/principal. Within seven (7) days of receipt of the grievance, the superintendent/principal or his/her designee shall meet with the Association in an effort to resolve the grievance. The superintendent/principal shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association.

Level Three

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or within two (2) weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.

Level Four

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted for arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, an arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

- F. If any probationary or tenure teacher for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his/her contract, he/she shall be reinstated with full reimbursement of all professional compensation lost. If any teacher shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.

GRIEVANCE FORM

ARTICLE 17

REDUCTIONS IN PERSONNEL/SENIORITY

- A. Seniority shall be defined as the length of continuous service accumulated in the bargaining unit in the Stanton Township Schools from the teacher's most recent date of hire. The teacher's most recent date of hire shall be the date of the most recent Board meeting at which the teacher's employment was approved as recorded in the official minutes of the Board of Education. All periods when the teacher is on any unpaid leave of absence of one (1) full semester or more, or on layoff, shall be excluded from accumulated service, but shall not constitute a break in continuous service.
- B. Seniority shall be calculated on a prorated basis. Years of service being based on the ratio of employment in the school district to a full-time position. For example, an employee serving the year from September through June, but only scheduled for sixty percent (60%) of a position, will be credited with six-tenths (.6) year of seniority for such service.
- C. Teachers who have accrued seniority within the bargaining unit, and continue to work for the school district, but in a non-bargaining unit position, will have their bargaining unit seniority frozen at the time they leave the bargaining unit position. They may resume accumulation of seniority when they return to the bargaining unit.
- D. In the event of a tie in accumulated seniority, teachers shall be ranked on the seniority list in order of the highest four digit number, determined by the last four digits of the teachers' respective social security numbers.
- E. Seniority shall be lost by a teacher upon his/her resignation, abandonment, and/or discharge from employment with the school district.
- F. The school district will prepare a seniority list by October 15 each year. Within thirty (30) calendar days of posting the seniority list, any teacher (or the Association) believing the list to be inaccurate, shall file a written, signed objection with the Administration. Representatives of the Administration and the Association will meet with the objecting teacher in an attempt to resolve the matter. If the matter is not resolved, and the teacher (or Association) desire to appeal the matter, a written grievance must be submitted to the "superintendent step" of the grievance procedure within ten (10) calendar days following the filing of the written objection. If no written objections have been made within such period, or if a written objection has been made, upon final resolution of the validity of such objection, the school district may conclusively rely upon the accuracy of such list for all purposes of the Agreement, and for purposes of future revisions of such list.

STAFF REDUCTION

- A. In the event the Board decides to reduce the number of teachers through layoff, or reduce the number of teachers in a given subject area, field, or program, or eliminate or consolidate positions, the procedure as listed below shall be followed. It is hereby recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum, and staff, and that the procedures set forth in the article shall be used in reduction of staff.
- B. Probationary teachers shall be laid off first, when the position the probationary teacher is vacating is being eliminated, or where there are fully certified and fully qualified tenured teachers available to perform the duties of the position the probationary teacher is vacating.
- C. If reduction of tenured teachers becomes necessary, then tenured teachers shall be laid off on the basis of seniority, when the position the tenured teacher is vacating is being eliminated, or where there is a more senior tenured teacher who is fully certified and fully qualified available to perform the duties of the position the tenured teacher is vacating.
- D. Tenured teachers shall be recalled to the next available vacancy for which the teacher is fully certified and fully qualified according to the qualifications established and required for the position by the Board, which arises within five (5) years from the effective date of the tenured teacher's layoff.
- E. The Board shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to said teacher at the teacher's last known address on file with the school district. It shall be the responsibility of each teacher to notify the Board by certified mail, return receipt requested, of any change in address following the teacher's layoff. The teacher's address, as it appears on the Board's records, shall be conclusive when used in connection with layoff, recall, or other notice to teachers. If the teacher fails to report for work within fifteen (15) days from the date of the receipt of the Board's written notice of recall, or within fifteen (15) days after the Board's notice of recall has been returned by the United States Postal Service as being undeliverable, and unless an extension is granted in writing by the Board, such teacher shall be considered to have abandoned his/her employment with the school district, and is thereby terminated from all employment he/she may have had with the school district.
- F. The provisions of the layoff and recall procedure will conform with the requirements of the Michigan Teacher Tenure Act.

ARTICLE 18

SEVERANCE PAY

A teacher with 15 consecutive years of teaching, who severs or terminates their relationship with the School District in good standing, shall be paid the sum of \$7,000.00 in termination or severance pay.

There will be a yearly cap of \$7,000.00 divided among the qualifying employees. Payments will be divided equally among qualified employees until each employee has been paid the \$7,000.00. Severance pay will be paid on a monthly basis.

A teacher with 15 consecutive part-time years of teaching, or a combination of 15 consecutive part-time and full-time years, who severs or terminates their employment relationship with the school district in good standing, shall be paid a pro-rated sum in termination or severance pay. The pro-ration will be calculated by adding each of the 15 or more years of service, divided by the total years of consecutive service, and multiplying by \$7,000.00, ie; a teacher works 15 part-time years, the pro-ration is:

$$\begin{aligned} .5 \times 14 + .1 &= 7.1 \text{ years} \\ 7.1 \div 15 &= .473 \text{ average years} \\ .473 \times \$7,000.00 &= \$3311.00 \end{aligned}$$

No teacher shall be granted both severance and an early retirement upon termination or retirement.

ARTICLE 19

PROFESSIONAL DEVELOPMENT

The District will pay 50% of any tuition fee incurred by a teacher towards an approved program up to a total of eight hundred dollars (\$800) per fiscal year. (1,600 X 50%) A bill for tuition is required as well as a passing grade before tuition will be reimbursed. The district will also pay 50% of any actual fees incurred by a teacher for the cost of SB-CEU's, continuing education credits. A receipt for the SB-CEU's is required for reimbursement.

ARTICLE 20

CHARTER SCHOOLS

The District will provide notice in a timely manner to the Association of any contract, correspondence, or inquiry regarding a public school academy application made to the District, or an application to an ISD, community college, or public university of which it has knowledge.

ARTICLE 21

MENTOR TEACHERS

For the duration of this contract, mentors will be selected from within the bargaining unit on a voluntary basis and will not be required to evaluate their charges. There will be no compensation for the assignment. Should the workload of such assignment expand, the Board and the Union will meet to address the issue.

ARTICLE 22

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board of Education recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, on school property and during school sponsored events. The Association pledges the support of all teachers in enforcing the published rules and regulations of the school district as they apply to students.
- B. A teacher may exclude a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing.
- C. Suspensions of students from school may be imposed by a principal or his/her designated representative or by a teacher as provided by law. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted.
- D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault. Provided the teacher is not in violation of any published Board policy or administrative regulations, the Board of Education and their designated representatives will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense, provided the teacher has not violated any published Board Policy or any published administrative regulations.
- F. Time lost by a teacher in connection with any incident mentioned in the Article shall not be charged against the teacher, provided the time lost is not due to the misconduct or negligence of the teacher.

ARTICLE 23

RETIREMENT INCENTIVE

This retirement incentive would apply to those in the “MIP” and those qualifying for a deferred retirement under the “Basic” Plan.

A qualifying teacher may elect an early retirement incentive plan as follows:

1. There shall be no minimum age requirement for this plan.
2. A qualifying teacher must have 10 years of service with the Stanton Township School District.
3. A qualifying teacher seeking early retirement under this incentive plan must qualify and make application for retirement under the Michigan Public School Employees Retirement System.
4. A qualifying teacher must make application for this plan by April 1, of the year of retirement.
5. Upon retirement a qualifying teacher will forfeit any and all recall rights and all accumulated seniority.
6. The plan may be activated by the Board, for a qualifying teacher, only when activation would save enough money to cover all costs to the district.
7. The amount of the early retirement incentive shall be as follows:
 - a. Retirement four (4) years or more prior to eligibility:
\$6,000 per year for four (4) years starting in October of the first year of retirement
 - b. Retirement three (3) years prior to eligibility:
\$6,000 per year for three (3) years starting in October of the first year of retirement
 - c. Retirement two (2) years prior to eligibility:
\$6,000 per year for two (2) years starting in October of the first year of retirement
 - d. Retirement zero (0) or one (1) years prior to eligibility:
\$6,000 for one (1) year starting in October of the first year of retirement
8. The payments shall be made in equal monthly installments for each year, beginning on October 1, of the first school year of retirement. No lump sum option will be available unless determined by the District.
9. In the event of the retiree’s death, the remaining benefits will be paid according to the above schedule, to the retiree’s surviving designated beneficiary as listed on the Michigan Public School Employees retirement form.

ARTICLE 24

A committee shall be formed with Association representation for the purpose of monitoring and assessing NCLB “highly qualified” requirements of staff.

TEACHER SALARY SCHEDULE

2011-2012

STEP	BA/BS	BA/BS+	MA/MS	MA/MS+
1	30,247	31,757	33,268	34,679
2	31,757	33,268	34,780	36,293
3	33,268	34,780	36,293	37,432
4	34,027	36,598	38,110	39,921
5	36,897	38,411	39,921	40,917
6	38,711	40,223	41,736	43,251
7	40,529	42,037	43,553	45,064
8	42,645	44,156	45,669	47,178
9	44,762	46,273	47,788	49,298
10	46,876	48,390	50,780	51,414
11	49,299	50,812	52,322	53,835

TEACHER SALARY SCHEDULE

2012-2013

STEP	BA/BS	BA/BS+	MA/MS	MA/MS+
1	30,549	32,075	33,601	35,026
2	32,075	33,601	35,128	36,656
3	33,601	35,128	36,656	37,806
4	34,367	36,964	38,491	40,320
5	37,266	38,795	40,320	41,326
6	39,098	40,625	42,153	43,684
7	40,934	42,457	43,989	45,515
8	43,071	44,598	46,126	47,650
9	45,210	46,736	48,266	49,791
10	47,345	48,874	51,288	51,928
11	49,792	50,290	52,845	54,373

TEACHER SALARY SCHEDULE

2013-2014

STEP	BA/BS	BA/BS+	MA/MS	MA/MS+
1	30,854	32,396	33,937	35,376
2	32,396	33,937	35,479	37,023
3	33,937	35,479	37,023	38,184
4	34,711	37,344	38,876	40,723
5	37,639	39,183	40,723	41,739
6	39,489	41,031	42,575	44,121
7	41,343	42,882	44,429	45,970
8	43,502	45,044	46,587	48,127
9	45,662	47,203	48,749	50,289
10	47,818	49,363	50,801	52,447
11	50,290	50,793	53,373	54,917

LONGEVITY (Per year of service in Stanton Township Public Schools)

2007-2010

12 – 15 years	\$ 70.00
16 – 20 years	\$ 80.00
21 – 24 years	\$ 90.00
25+ years	\$100.00

TRAVEL PAY - IRS rate

MULTI GRADE COMPENSATION

Multi grade teachers shall receive an annual stipend of \$750.00. Half shall be paid in December and the other half shall be paid at the end of the school year.

Definition: A multi grade assignment shall be two or more grade assignments in the same classroom for a full day, at the same time, for regularly scheduled instructional purposes. Teachers with partial day multi-grade assignments shall receive a pro-rated stipend proportional to the applicable fraction of the school day.

EXTRA-CURRICULAR ACTIVITIES

7 th and 8 th grade junior high boys and girls basketball	3.0% BA/BS Base
5 th and 6 th grade boys and girls basketball	2.5% BA/BS Base
Track	2.5% BA/BS Base
Camp Nesbit	1.5% BA/BS Base
Band Director	1.5% BA/BS Base
7 th & 8 th grade advisors	1.5% BA/BS Base
Gifted and Talented Coordinator	\$150.00
At Risk/Title I Director	\$2,500.00
MiBLSi Committee Meetings (core members)	\$10.00/meeting

SCHOOL IMPROVEMENT COMMITTEE CHAIRPERSON

The School Improvement Committee Chairperson shall receive \$400.00 each semester payable at the last period of the semester. Total compensation is \$800.00 annually, provided four meetings are convened per fiscal year.

LEAD TEACHER

A teacher will receive a stipend of fifty dollars (\$50) per day when called upon to act as the District's administrative officer.

SCHOOL CALENDAR

To be prepared by Administration, i.e; E.B. Holman shall follow the Houghton-Portage School District calendar.

DURATION OF AGREEMENT

This Agreement shall be in effect from July 1, 2007 and shall continue in effect until the 30th day of June 2010. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date.

The association agrees to re-open negotiations in the 2012-2013 or the 2013-2014 school years to discuss insurance if MESSA introduces new programs or the state adopts new laws that drastically affect members or the District.

The association and the District also agree to re-open negotiations if student enrollment drops below 130 students or increases above 150 students.

For the Union:

For the Board:

