

**MASTER AGREEMENT**

**BETWEEN**

**STANTON TOWNSHIP BOARD OF EDUCATION**

**AND**

**COPPER COUNTRY EDUCATION ASSOCIATION**

**2014-2016**

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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.

**The Stanton Township Schools are a general powers school district in accordance with Public Act 289 of 1995, Public Act 451 of 1976, M.C.L. 380.11a, as amended.**

- 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 subdivisions 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 **and then only to the extent such specific and expressed terms hereof are in accordance with state and federal laws.** It is further understood that the above rights are not to be interpreted as abridging or conflicting with any specific provisions of this Agreement **unless any provision or application of this Agreement prohibits the District from complying with State or Federal Laws.**

- 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.
  
- D. **An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided within the local government and school district fiscal accountability act.**

## 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**

### **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 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 5

### 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 preceding 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. **Teacher's lunch balances must be used up by the end of the school year.**
- 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 6

### 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.
  - 7. **A computer connected to the district system.**
- 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. 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 7**

### **PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

- A. A. To be qualified, a teacher must also meet the “highly qualified” requirements of the “No Child Left Behind Act” and related regulations.

## ARTICLE 8

### PAID LEAVES

#### 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 **a chronic illness, or an illness that extends for five (5) or more work days**. 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.

#### A. 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.

#### 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, i.e.; 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).
5. **Personnel Leave may be taken in 1-hour increments.**

### **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 (i.e.; 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.

#### **Compensatory Leave:**

**All compensatory time earned before September 1, 2014 must be cashed in by June 1, 2017.**

#### **Compensatory time earned after September 1, 2014:**

1. Teachers may carry compensatory time of up to 3-days into the next contract year.
2. A teacher's bank, excluding days earned prior to September 1, 2014 may not exceed 5-full days at the end of any given school year.

#### **Cash-in of Compensatory Days:**

**Teachers will have the following options to utilize Compensatory Days.**

1. Paid time-off.
2. Add to accumulated sick leave bank.
3. Received a stipend of \$100.00 per day.

**The above options are available for both days earned prior to and after September 1, 2014.**

## **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.

## **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.

## **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.

## **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.

## **Association Leave**

The Association shall be granted **six (6)** days leave with pay for the purpose of conducting Association business and attending Association meetings/functions. The President shall notify the appropriate Administrator **5 days** prior to the use of said day by a member of the Association.

## ARTICLE 9

### 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, **provided that a job is available for which the Teacher is qualified**, 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, **provided that a job is available for which the Teacher is qualified** 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, **provided that a job is available for which the Teacher is qualified**.
  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. **Upon return from any (FMLA Leave) the teacher shall be allowed to resume and continue the job he/she held prior to taking the leave, provided the teacher returns at the conclusion of the FMLA authorized leave (i.e., up to 12 workweeks). If a teacher's absence due to a child care leave exceeds the FMLA leave period, the teachers shall be returned to any open vacancy for which the teacher is qualified, at the District's discretion.**

- 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 from any (non FMLA Leave), the teacher shall be placed at the same position on the salary schedule as when they left provided a job is available for which the teacher qualified.** 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. **The teacher shall be placed at the same position on the salary schedule as when they left provided a job is available for which the teacher qualified.**
- 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. **Upon return from any (FMLA Leave) the teacher shall be allowed to resume and continue the job he/she held prior to taking the leave, provided the teacher returns at the conclusion of the FMLA authorized leave (i.e., up to 12 workweeks). If a teacher's absence due to a child care leave exceeds the FMLA leave period, the teachers shall be returned to any open vacancy for which the teacher is qualified, at the District's discretion.**



## **ARTICLE 10**

### **PERSONAL FILE**

**A.** 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:

- 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 11

### PROFESSIONAL COMPENSATION

- A. All professional staff members shall receive a **1.25%** increase to each step of the salary schedule in year 1; a **.75%** increase to each step of the salary schedule in year 2; **all professional staff shall receive a one-time bonus payment of one hundred dollars (\$100.00) in 2014-15** All teachers **may** 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 **upon Board approval.**
- B. In recognition of service to the school district, a terminal leave payment of **forty dollars (\$40.00)** 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. (i.e.; a half-time teacher with 70 days accumulated sick leave shall be paid **\$40.00 x 70 days x half-time = \$1400.00**)
- 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. **(With the exception of the years, when notified by the District, that the district's cash flow could not sustain the payment without the District borrowing funds, to be able to make "the all contract salary due for the year payment", on the last day of the school year).**

# ARTICLE 12

## INSURANCE BENEFIT

- A. The Board will limit its expenditures for employee “Medical Benefit Plans” to be in compliance with Public Act 152 of 2011, the (Publicly Funded Health Insurance Act)

The “Medical Benefit Plan” that is negotiated must be from plans that qualify under Public Act 152 of 2011; Section 2, Subsection (e).

The Board agrees to provide premium payments in accordance with Public Act 152 of 2011; Section 3, as described below for an employee “Medical Benefit Plan” for a coverage year of twelve (12) months (July 1, 2014 through June 30, 2015) a coverage year of twelve (12) months (July 1, 2015 through June 30, 2016) provided the individual is employed full-time, employees less than full-time will be prorated accordingly. For employees who work less than the applicable positions work year due to being hired after the contracted year or who resign, retire or are terminated before the end of the contract year or whose census category changes during the contract year will receive prorated Board premium payments accordingly. The Districts premium contributions will be made on a monthly basis for active employees.

The Board provided premium contributions for any employee’s applicable “Medical Benefit Plan”, (Single, Two-Person or Family), shall pay no more of the annual costs, charged for the applicable plans or illustrative rates for those applicable plans, including any payments for reimbursements of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,857.58 times the number of employees with single person coverage, \$12,250.00 times the number of employees with individual-and-spouse coverage or individual-plus-Innospouse-dependent coverage, plus \$15,975.23 times the number of employees with family coverage, for the coverage year period from 7/1/2014 to 6/30/2015.

Note: In Coverage Year (7-1-2015 to 6-30-2016) The Board will pay premium payments for the “Medical Benefit Plan-Coverage Year” at the “Annual Cost Limitations” set by the State of Michigan Department of Treasury for Calendar Year 2015. In the Coverage Year (July 1, 2015 to June 30, 2016) the applicable plans “Annual Cost Limitation” amounts for Calendar Year 2015 will replace the Calendar Year 2014 “Annual Cost Limitation” amounts in all appropriate sections of this Article and all Sections referencing (7-1-2014 to 6-30-2015) will be replaced by (7-1-2015 to 6-30-2016).

“Medical Benefit Plan”- (PAK-A, Part-1) or (PAK-C, Part-1) Coverage Year July 1, 2014-June 30, 2015:

Medical:	MESSA Choices-II	or	MESSA ABC Plan 1
OV/UC/ER Copay:	\$5/\$10/\$25		N/A
RX Drug Copay:	\$10/\$20		ABC Rx
Deductible:	In-\$500/1000		\$1250 1P; \$2500 2P&FF

Board Paid Maximum Annual Premium Payment paid in monthly installment for Full Time Active Employees for Coverage Year July 1, 2014 through June 30-2015:

Family Plan: \$15, 975.23 annually.

Two Person Plan: \$12,250.00 annually.

Single Subscriber Plan: \$5, 857.58 annually.

Any portion of the actual applicable plans annual (Coverage Year) premium cost not covered by the Board paid “Medical Benefit Plan” coverage year maximum premiums (PAK-A, Part-1) or (PAK-C, Part-1) shall be paid by the employee via payroll deduction. Employees must authorize the District the right to deduct the employee’s portion of the applicable plans premium contribution via payroll deduction as a condition to be eligible for the “Medical Benefit Plan”.

The employee paid applicable plan premium payments made via payroll deduction to cover the employee contribution shall be evenly spread over the existing pay-periods the employee has selected for their salary payments.

Employees will also pay all deductibles, co-pays, payments into health savings accounts and flexible spending accounts associated with the employee “Medical Benefit Plan” (Pak-A, Part-1) or PAK-C, Part-1).

**(“Non-Medical Benefit Plan”)- (PAK-A, Part-2) and (PAK-C, Part-2) 2014-2016:**

**For Employees who qualify to receive and elect the “Medical Benefit Plan” - (Pak-A, Part-1) or (PAK-C, Part-1):**

The Board agrees to provide a (Non-Medical Benefit Plan) for (PAK-A, Part-2 and PAK-C, Part-2) as negotiated and listed below, and monthly premium payments from July 1, 2014 through June 30, 2016, as described below for twenty-four (24) months provided the individual is employed full-time, employees less than full time will be prorated accordingly.

**(Non-Medical Benefit Plan) - (PAK-A, Part-2) and (PAK-C, Part-2) 2014-2016:**

**Dental:**

Class I:	80%	Vision:	VSP 3 Plus
Class II:	80%	Life Insurance	\$1,000
Class III:	80%	AD&D Coverage	\$1,000
Annual Max:	\$1,000		
Class IV:	80%		
Lifetime Max:	\$1,300		
Riders:	2 Cleanings		

The Board in accordance with the above paragraphs shall provide premium contribution payments as described below toward an employee “Non-Medical Benefit Plan” (PAK-A, Part-2) or (PAK-C, Part-2) from July 1, 2014 through June 30, 2016):

**Board Paid Premium (PAK-A, Part-2) or (PAK-C, Part-2) (“Non-Medical Benefit Plan”):**

Family Plan: \$ 100.0% of the total costs monthly premium.

Two Person Plan: \$ 100.0% of the total costs monthly premium.

Single Subscriber Plan: \$ 100.0% of the total costs monthly premium.

**(PAK-B): For Employees who qualify for the “Medical Benefit Plan” (Pak-A, Part-1) or (PAK-C, Part-2) and do not elect the “Medical Benefit Plan”:**

The Board agrees to provide a (Non-Medical Benefit Plan) for (PAK-B) as negotiated and listed below) and monthly premium payments from July 1, 2014 through June 30, 2016, as described below for twenty-four (24) months provided the individual is employed full-time, employees less than full time will be prorated accordingly. For employees who work less than the applicable positions work year due to being hired after the contacted year or who resign or retire before the end of the contract year or whose census category changes during the contract year will receive prorated Board premium payments accordingly.

**(Non-Medical Benefit Plan) - (PAK-B) 2014-2015:**

**Dental:**  
Class I: 80%  
Class II: 80%  
Class III: 80%  
Annual Max: \$1,000  
Class IV: 80%  
Lifetime Max: \$1,300  
Riders: 2 Cleanings

**Vision:** VSP 3 Plus

**Life Insurance:** \$5,000

**AD&D Coverage:** \$5,000

**Board Paid Premiums for (PAK-B) (Non-Medical Benefit Plan):**

Family Plan: \$ 100 .0% of the total monthly premium.  
Two Person Plan: \$ 100 .0% of the total monthly premium.  
Single Subscriber Plan: \$ 100 .0% of the total monthly premium.

**The following paragraphs pertain to the (Non-Medical Benefit Plan) - (PAK-A, Part-2 and PAK-C, Part-2) and (Pak-B) Plans:**

Any portion of the actual applicable plans contract year's annual premium cost not covered by the Board paid (Non-Medical Benefit Plan) - (PAK-A, Part-2 or PAK-C, Part-2) and the (PAK-B) Plans monthly premiums; shall be paid by the employee via payroll deduction. Employees must authorize the District the right to deduct the employee's portion of the applicable plans premium contribution via payroll deduction as a condition to be eligible for the (Non-Medical Benefit Plan) - (PAK-A, Part-2 or PAK-C, Part-2) and (Pak-B) Plans:

The employee paid applicable plan premium payments made via payroll deduction to cover the employee contribution shall be evenly spread over the existing pay-periods the employee has selected for their salary payments.

Employees will also pay all deductibles, co-pays, payments into health savings accounts and flexible spending accounts associated with the employee (Non-Medical Benefit Plan) - (PAK-A, Part-2 and PAK-C, Part-2 ) and (PAK-B) Plans

- A. Employees not electing (PAK A, Part-1 **or PAK-C-Part-1**) may apply up to the amount of the Choices II **District's** single subscriber premium **contribution** 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 **District's** single subscriber **premium contribution** 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 **District's** single subscriber **premium contribution** 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 **July 1**, and ending **June 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. 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.
  
- E. Employees hired after September 2005, on a part-time basis, shall have a benefits package on a pro-rated basis.
  
- F. 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 13

### 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 **with the exception of any reimbursement directly to a monetary penalty imposed under Public Act 103 of 2011, PERA Section-15(3). Public Act 102 of 2011 and 1976 PA 451 as amended Section 1248(3).** 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 **with the exception of any reimbursement directly to a monetary penalty imposed under Public Act 103 of 2011, PERA Section-15(3). Public Act 102 of 2011 and 1976 PA 451 as amended Section 1248(3).**



## **G. GRIEVANCE FORM**

# ARTICLE 14

## 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.

## **ARTICLE 15**

### **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 16**

### **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 17**

### **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 18**

### **MENTOR TEACHERS**

For the duration of this contract, mentors will be selected from within the bargaining unit on a voluntary basis. 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 19

### 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 20**

### **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:

**Eligibility requirements:**

- 1. Employee must meet state age requirement for retirement. (46 – MIP; 55 – Basic)**
- 2. Must meet years of service requirement for state. (30 years)**
- 3. Must have at least 10 years of service with Stanton Township Schools**

**Employee chooses to retire within state guidelines listed above:**

The amount of the early retirement incentive shall be as follows:

<b>First year of eligibility</b>	<b>\$20,000 total -\$5,000 per year for 4 years</b>
<b>Second year of eligibility</b>	<b>\$12,000 total - \$4,000 per year for 3 years</b>
<b>Third year of eligibility</b>	<b>\$6,000 total - \$3,000 per year for 2 years</b>
<b>Fourth year of eligibility</b>	<b>\$2,000 total over 1 year</b>

**Once an employee passes his/her fourth year of eligibility that employee is no longer eligible for the ERI. The year of eligibility would be determined by the employee retirement status as of Sept 1 of any given year.**

**Payment options:**

**The District may choose to pay out the retirement stipend in either a lump sum or in monthly installments which would begin in October of a given year. The retiree will be notified of the payment plan by August 1 of any given year.**

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 21**

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

# TEACHER SALARY SCHEDULE

2014-2015      +1.25%

STEP	BA/BS	BA/BS+	MA/MS	MA/MS+
1	31,240	32,801	34,361	35,818
2	32,801	34,361	35,922	37,486
3	34,361	35,922	37,486	38,661
4	35,145	37,811	39,362	41,232
5	38,109	39,673	41,232	42,261
6	39,983	41,544	43,107	44,673
7	41,860	43,418	44,984	46,545
8	44,046	45,607	47,169	48,729
9	46,233	47,793	49,358	50,918
10	48,416	49,980	51,436	53,103
11	50,919	51,428	54,040	55,603

# TEACHER SALARY SCHEDULE

2015-2016      +.75%

STEP	BA/BS	BA/BS+	MA/MS	MA/MS+
1	31,474	33,047	34,619	36,087
2	33,047	34,619	36,191	37,767
3	34,619	36,191	37,767	38,951
4	35,409	38,095	39,657	41,541
5	38,395	39,971	41,541	42,578
6	40,238	41,856	43,430	45,008
7	42,174	43,744	45,321	46,894
8	44,376	45,949	47,523	49,094
9	46,580	48,151	49,728	51,300
10	48,779	50,355	51,822	53,501
11	51,301	51,814	54,445	56,020

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 <sup>th</sup> and 8 <sup>th</sup> grade junior high boys and girls basketball	3.0% BA/BS Base
5 <sup>th</sup> and 6 <sup>th</sup> 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 <sup>th</sup> & 8 <sup>th</sup> 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 **September 16, 2014** and shall continue in effect until the 30<sup>th</sup> day of June 2016. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date.

**The terms of such collective bargaining agreement between the parties are incorporated herein and by accepting and signing this “Master Agreement Signature Execution Clause” in this contract below, the parties agree to be bound by all such terms for the duration of this Agreement.**

**This Master Agreement will become enacted and implemented in full effect on the first date after the expiration date of the former Agreement by the last signature as dated, of either of the parties officials listed below, who are empowered to enter into this contract, is entered on the “Master Agreement-Execution of Instrument- Signature Enactment Clause” below.**

**The date of the last party below to sign the “Master Agreement-Execution of Instrument-Signature Enactment Clause” below will be entered in the first blank above in this “Duration of Agreement” provision of this Master Agreement as the “This Agreement shall be in effective from” date.**

**Master Agreement-Execution of Instrument- Signature Enactment Clause**

**IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their signatures on the day and year below written.**

FOR THE BOARD

FOR THE ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_