

# **MASTER AGREEMENT**

**Between**

**SPRINGPORT EDUCATION  
ASSOCIATION**

**And**

**SPRINGPORT SCHOOL DISTRICT  
BOARD OF EDUCATION**

**September 01, 2021 – August 31, 2022**

# TABLE OF CONTENTS

<b>PREAMBLE</b>	<b>3</b>	<b>ARTICLE XIII: STUDENT DISCIPLINE AND TEACHER PROTECTION</b>	<b>23</b>
<b>ARTICLE I: RECOGNITION</b>	<b>3</b>	<b>ARTICLE XIV: CONTINUITY OF OPERATIONS</b>	<b>25</b>
Definitions	3	No Strike Clause	25
<b>ARTICLE II: ASSOCIATION RIGHTS</b>	<b>4</b>	<b>ARTICLE XV: NEGOTIATIONS PROCEDURES</b>	<b>25</b>
<b>ARTICLE III: TEACHER RIGHTS</b>	<b>5</b>	<b>ARTICLE XVI: PROFESSIONAL BEHAVIOR AND IMPROVEMENT</b>	<b>26</b>
<b>ARTICLE IV: BOARD RIGHTS</b>	<b>6</b>	<b>ARTICLE XVII: INSURANCE</b>	<b>27</b>
<b>ARTICLE V: WORKING CONDITIONS</b>	<b>7</b>	<b>ARTICLE XVIII: MISCELLANEOUS PROVISIONS</b>	<b>28</b>
Hours	7	<b>ARTICLE XIX: DURATION OF AGREEMENT</b>	<b>30</b>
Class Size	9	<b>APPENDIX A: SALARY SCHEDULES</b>	<b>31</b>
Elementary	9	Longevity	32
Middle School and Secondary	9	<b>APPENDIX B: EXTRA-CURRICULAR PAY</b>	<b>33</b>
Special Education	9	High School	33
Qualifications and Assignments	10	Middle School	34
Supplies and Materials	10	Other Extra-Curricular Compensation	34
Least Restrictive Environment	12	<i>Master Teacher Program</i>	35
School Improvement	12	<b>APPENDIX C: GRIEVANCE REPORT</b>	<b>36</b>
<b>ARTICLE VI: SCHOOL CALENDAR</b>	<b>12</b>	<b>APPENDIX D: LETTER OF AGREEMENT – SICK BANK</b>	<b>39</b>
<b>ARTICLE VII: RETENTION OF RIGHTS</b>	<b>13</b>		
<b>ARTICLE VIII: LEAVES OF ABSENCE</b>	<b>14</b>		
Paid	14		
Sick Leave	14		
Unpaid	16		
Job Sharing	18		
Definition	18		
<b>ARTICLE IX: PROFESSIONAL COMPENSATION</b>	<b>18</b>		
<b>ARTICLE X: PROFESSIONAL GRIEVANCE PROCEDURE</b>	<b>20</b>		
Step 1	20		
Step 2	20		
Step 3	20		
Step 4	20		
Step 5	21		
<b>ARTICLE XI: MENTOR TEACHERS</b>	<b>22</b>		
<b>ARTICLE XII: SENIORITY</b>	<b>23</b>		

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## PREAMBLE

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This Agreement entered into by and between the Jackson County Education Association, an incorporated Association hereinafter called the "JCEA" affiliated with the Michigan Education Association, hereinafter called the "MEA" and the National Education Association, hereinafter called the "NEA," and the Board of Education of Springport Public Schools, Jackson, Calhoun, Eaton and Ingham Counties, Michigan, hereinafter called the "Board." The signatories shall be the sole parties to this Agreement.

WITNESSETH:

WHEREAS, the Board and the JCEA recognize and declare that providing a quality education for the children of Springport is their mutual aim and that the character of such education depends largely upon the quality and morale of the teaching service; and

WHEREAS, the Board has a statutory obligation, pursuant to Act 336 of P.A. of 1947, as amended by Act 379 of P.A. of 1965, to bargain with the JCEA as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

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

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## ARTICLE I: RECOGNITION

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A. The Board hereby recognizes the JCEA as exclusive bargaining representative for the purpose of Act 336 of P.A. 1947, as amended, for the following bargaining unit:

All full time or regularly scheduled part time certified instructional personnel excluding supervisors, summer recreational program employees, teacher aides, and instructors of non-credit adult education programs and all other employees not specifically included in the bargaining unit. A regularly scheduled part time employee shall be defined as an employee employed in the same position on a regular basis.

B. **Definitions:**

1. The term "*teacher*" when used in this Agreement, shall refer to all employees represented by the JCEA in the bargaining unit.
2. The term "*Board*" shall include its officers and members and/or its agents.
3. The term "*Association*" when used in this Agreement shall be defined as members of the JCEA employed by the Springport Public Schools and within the bargaining unit.
4. The term "*days*" as used in this collective bargaining agreement shall mean work days unless otherwise specified. During the summer months the normal week days shall be treated as work days unless holidays.

- C. The Board agrees to notify the President/Vice President of SEA of all new teachers regularly employed during the school year within one (1) week of the return of a signed contract.

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## **ARTICLE II: ASSOCIATION RIGHTS**

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- A. The Association shall have the right to use school facilities and office equipment such as typewriters, mimeograph machines, other duplicating equipment, calculating machines and also audio-visual equipment, when not otherwise in use. The use of said equipment shall be at such reasonable cost of all materials, labor and supplies incidental to such use and further the Association agrees to pay for any damage to said equipment incidental to Association use.
- B. Authorized representatives of the JCEA, MEA and NEA may, upon checking in with the building principal, enter the school building for the purpose of transacting official Association business during the school day while this contract is in full force and effect. Any JCEA, MEA or NEA representative shall not, during the course of his/her visit, interrupt or interfere in any way with normal school operations, nor shall he/she have the right to visit a teacher at, or take a teacher from his/her duty station. Further, any JCEA, MEA or NEA representative not so checking into the school building or any representative taking a teacher away from his/her duty station may be barred from further access to the building during the school year and any teacher conversing with a representative knowing that said representative has not complied with the provisions of this paragraph shall be subject to a reprimand the first time and further disciplinary action thereafter.
- C. The Association shall have the exclusive right to post reasonable notices of activities and matters of Association concern on teacher bulletin boards, at least one (1) of which shall be provided in each school building. The Association may use teacher mailboxes for communications to teachers; all such notices shall be signed.
- D. The Board agrees to make available to the JCEA designee upon request available information concerning financial resources of the district, including but not limited to teachers' salaries and placement on salary schedule, annual financial reports and audits, administrative salaries, agendas and minutes of all board meetings, treasurer's reports, census and membership data, and any changes clarifying the above, and such other generally available information as will assist the JCEA in developing intelligent, accurate, informed and constructive negotiation proposals on behalf of the teachers. The Board shall not be required to furnish to the JCEA or teachers information of confidential nature obtained from other schools, personnel employment agencies or former employers, such as recommendations for employment and other material of a confidential nature.

Any request for information identified in this paragraph (D) shall be made by the JCEA designee in writing, directed to the Superintendent. An appropriate written response shall be returned to the designated representative within fifteen (15) work days from the date said request is received by the Superintendent. Original records may be examined only at the office of the school..

- E. Special conferences for important matters will be arranged between the JCEA designee and the Superintendent upon mutual consent of the parties. Such meetings shall be between at least two (2) members of the JCEA and the Superintendent and a representative of his/her choice.

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## **ARTICLE III: TEACHER RIGHTS**

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- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the JCEA for the purpose of engaging in collective bargaining or other lawful activities for mutual aid and protection or to refrain from such activity. The Board and the Association agrees that they will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership or participation, or non-membership/non-participation in any lawful activity of the JCEA or in collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. The exclusive recourse for any alleged discrimination shall be through the appropriate court, commission or tribunal.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or Michigan Teacher Tenure Act. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. So long as it does not implicate discipline or discharge, the private life of a teacher is his/her own affair.
- D. Academic freedom shall be guaranteed to all staff subject to the following:

The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and Bill of Rights, and to instill appreciation of the values of individual personality.

Study, investigation, presentation and interpretation of facts and ideas shall be subject to accepted standards of professional responsibility and applicable laws.

1. The teaching staff will help in developing a sound curriculum which will be subject to the approval of the Board.
2. The teacher must exercise responsibility and prudence, and must realize that teaching in an elementary or a secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learning relationship.
3. The teacher shall have the responsibility of keeping his/her principal informed of all controversial issues to be taught outside the accepted course of study.
4. Consistent with Section 1278 of the School Code, curriculum shall not include attitudes, beliefs or value systems that are not essential to the legal, economic and social structure of our society and to the personal and social responsibility of citizens of our society.

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## **ARTICLE IV: BOARD RIGHTS**

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- A. All rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without limitation and without prior negotiations with the JCEA either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control the schools' business, the equipment, and the operations, and to direct the working forces and concerns of the Board affecting the school district.
  2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work, starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
  3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of short duration), 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 the means, methods, schedules and standards of operations, the means, methods, and processes of carrying on the work including automation or changes, the institution of new and/or improved methods of changes therein.
  5. Adopt reasonable rules, regulations, and policies.
  6. Determine the number and qualifications of employees.
  7. Determine the number and location or relocation of its facilities, including the establishment or location of new schools, buildings, departments, divisions or subdivisions and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
  8. Determine the placement of operations, productions, service, maintenance or distribution of work, and the source of materials and supplies.
  9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
  10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights of employees as specifically provided for in this Agreement.
  11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.
- B. The matters contained in this Agreement and/or the exercise of any rights of the Board is not subject to further negotiations between the parties during the term of this Agreement. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board and the use of judgment and discretion in

connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the United States.

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## **ARTICLE V: WORKING CONDITIONS**

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A. **Hours:**

1. Unless conditions warrant less than full day sessions, the normal daily class schedule shall not begin before 7:30 a.m. and end later than 4:00 p.m. The length of the teacher's day in school shall not exceed seven (7) hours. Teachers shall be required to report five (5) minutes before the start of classes and may leave when their students are on the buses in the elementary school, and fifteen (15) minutes before the start of classes and remain five (5) minutes after school ends in the middle school and high school, with the exclusion of Friday or a day preceding a holiday when teachers may leave after buses depart from their building.

2. Staff meetings will not exceed thirty (30) hours per year or four (4) hours in any given month. Unit/PLT staff meetings will not exceed one (1) hour in any given session and will commence within ten (10) minutes of the last dismissal of the students in the grades affected. All other meetings will not exceed two (2) hours in any one (1) session. An Administrator or his/her designee must be present at regular staff meetings. At the first building staff meeting of the year, a day will be selected for regular staff meetings to facilitate teacher planning. Except in the event of an emergency (such emergency to be decided by the principal) a minimum of twenty-four (24) hours' notice will be given by the administration concerning an upcoming meeting which will state the general but not necessarily the exclusive topic(s) of business.

Teachers will be required to attend meetings called by the Administration subject to the above limitations. Orientation sessions at the beginning of the school year and in-service sessions are not considered as staff meetings for the above limitations.

3. The normal weekly teaching loads will be thirty (30) teaching periods and five (5) unassigned preparation periods for grades 6 through 8, and the equivalent of fifteen (15) teaching blocks and five (5) unassigned preparation periods for grades 9 through 12, or not to exceed an average of five (5) hours of pupil contact per day. A teaching period will be equal in length to a preparation period. The normal weekly teaching load in the elementary grades (K-5) will not exceed an average of six and one-half (6.5) hours of pupil contact per day.

4. All teachers shall be entitled to a duty-free, uninterrupted lunch period of not less than thirty (30) minutes. However, lunch periods may be staggered in accordance with scheduling with the building principal and that no lunch period shall begin before 10:30 a.m.

5. No departure from the above norms, except in case of emergency, shall be made without prior consultation with the JCEA.

When an emergency occurs more than once in a school year that requires teachers to exceed the above normal duty time by more than fifteen (15) minutes in a school day, the affected teachers shall receive appropriate compensatory time off for the additional duty time.

6. If a teacher is assigned to teach more than the normal teaching load as set forth in this Article, he/she shall receive additional compensation at the rate of:  
Annual salary divided by number of normal periods taught per day equals the salary for each hour of overload.
7. No teacher shall be required to work a split shift or to teach less than three (3) hours a week in a summer school program. Teachers shall be compensated at not less than their hourly rate, calculated on the basis of the last normal teaching year, for any such programs completely sponsored and financed by the local school district.
8. Subject to the supervised recess provisions in paragraph 9, the elementary teachers will be provided either:
  - (a) two (2) fifteen (15) minute relief periods each day;
  - (b) one (1) thirty (30) minute relief period each day; or
  - (c) one (1) twenty (20) minute relief period each day, plus a ten (10) minute planning period immediately before, or after, the thirty (30) minute lunch period.

On days when school for students starts one (1) hour or more later than normal, the a.m. recess will not be held.

9. Elementary teachers shall have four (4) days of sixty (60) minutes and one (1) day at forty (40) minutes of unassigned preparation time. Such preparation time shall include all time during which a class is receiving instruction from various teaching specialists as well as supervised recess time.  
  
Elementary teachers will be responsible for one (1) recess duty weekly, which will be scheduled by Administration. Any teacher who is absent and does not have a substitute will arrange for recess coverage for their assigned recess.
10. Administration will make every effort to limit the staff need to travel between the middle school and high/elementary buildings to provide services. For those that need to travel in order to provide necessary services, a \$500 shift differential will be paid at the end of the school year.
11. In the event a teacher's assignment is divided equally in more than one (1) building, the amount of preparation time for the teacher will be an average of the preparation times for teachers normally assigned to those buildings. If the time is not divided equally, the preparation time shall be that of the predominant building.
12. No secondary teacher's assignment will cause more than four (4) preparations per semester without the teacher's consent.
13. Whenever students are not distributed approximately equally within grade levels at the elementary level or within the same subject at the secondary level, the building administrator will discuss the matter with the teachers affected and the JCEA's representative and shall attempt to equalize class sizes between the affected teachers.

- B. **Class Size:** Because the pupil/teacher ratio is an important aspect of any effective educational program, the parties agree that class size should be lowered (wherever possible) to meet the following optimum standards and maximum numbers. The maximum numbers will not be exceeded in high school lab, high school sciences, wood shop, art, and food preparation.

1. **Elementary**

Core Class	Optimum	Maximum
Kindergarten	22	30
First-second grades	22	30
Third-fifth grades	25	30

2. **Middle School and Secondary.** Where the Middle School classrooms may be self-contained as in the elementary grades, the above optimum and maximum for third-fifth grades will apply.

Core Class	Optimum	Maximum
English	28	37
Social Studies	28	37
Mathematics	28	37
Science	28	37
Language	28	37
Non-Core Class	Optimum	Maximum
Business	28	37
Life Management	26	37
Skills for Living	26	37
Food Preparation	25	37
Band and Choir	--	--
Art	28	37
Physical Educ.	--	--
Agricultural Mechanical Technical	22	37
Senior Transitions	--	Number of Work Stations
Computer/Tech	--	Number of Work Stations

3. **Special Education**
- |            |    |    |
|------------|----|----|
| Elementary | 10 | 18 |
| Secondary  | 10 | 20 |
4. The ratio of pupils to total classroom teachers with the district shall not exceed 27 to 1.
5. **Overage Pay.** General education core academic teachers will be paid for students over maximums at a rate of three and a half percent (3.5%) of salary per student for elementary and seven tenths of a percent (.7%) for each student over for the secondary based on the B.A. step one (1) daily per student.

C. **Qualifications and Assignments:**

1. A copy of a teacher's teaching certificate must be filed with the Superintendent. Failure to file the certificate or loss of certification may result in loss of employment.
2. Each Middle School teacher is free to submit to his/her principal four (4) areas of interest with regard to exploratory subjects.
3. All teachers, whenever possible, may be given written notice of their tentative assignment for the forthcoming year no later than the first day of June. In the event that changes in such are proposed, all teachers affected shall be notified by the principal in writing.
4. Except as provided in Article X, Section D, any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher.
5. Supervisory master teachers shall work directly with the college university program coordinator and assist in developing extensive opportunities for the intern teachers to observe and practice the arts and skills of the profession.
6. The Board agrees to provide supervisory master teachers with an extra copy of the most recent texts and building policies for use in assisting an intern teacher.
7. The Board shall disclose the amount received from the university placing the student teachers. Monies made available to the district by the placing university shall be administered monthly by a joint committee composed of the university coordinator, supervisory master teachers, and a representative of the Board in a manner determined by the majority of the committee. The following areas of appropriate expenditures are suggested: in-service training program, released time for permanent staff, and materials and equipment.
8. The supervisory master teacher shall file a written report and evaluation with the university coordinator and the administration with a copy to the intern each four (4) weeks.
9. The Board and the Association endorse the concept of professional courtesy, which shall be duties performed by a teacher during released or non-instructional time for another teacher who is predisposed by circumstances either by or beyond his/her control. In any case, professional courtesy shall be extended only with the consent of both the teacher extending the courtesy and the teacher receiving the courtesy. The building principal shall be notified. (Intent: it is understood that this paragraph shall be used for legitimate situations.)
10. When a staff member leaves the building in the course of their work day they will sign out in the office and sign back in when they return.

D. **Supplies and Materials:**

1. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks

and supplementary reading materials which contain the contribution of minority groups to the history, scientific and social development of the United States. The curriculum committee shall make recommendations to the Board concerning the selections and use of educational tools at least once a semester. The Board agrees at all times to keep the schools reasonably equipped and maintained, and work toward providing the number of the above materials necessary for each student's use of each classroom.

2. The Board shall provide:
  - a. Lockable space and/or access to a lockable area for each teacher in the district, in each building in which they teach.
  - b. Adequate chalkboard/white board space in every classroom.
  - c. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
  - d. Storage space in each classroom for instructional materials.
  - e. Adequate attendance books, paper, pencils, chalk, erasers, and other such materials required in daily teaching responsibilities providing such is available to the Board.
  - f. Teachers shall not, except if negligent or in cases implicating discipline, be responsible for damage or destruction of student records.
  - g. The Board agrees to make available in each school adequate computer and copying facilities, and copying paper, to aid teachers in the preparation of instructional material, providing such is available to the Board.
  - h. Seating facilities for each student.
3. The Board shall make available and maintain in each school, adequate restroom and lavatory facilities exclusively for teacher use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge to the extent that these facilities may be provided without cost for construction or remodeling of existing facilities. One (1) table in the lunch room may be reserved for faculty use. Provision for such facilities will be made in all future buildings.
4. Telephone facilities shall be made available without charge to teachers for their use in conducting school or other professional business, and local personal calls. Charges on long distance personal calls will be assumed by the individual teacher.
5. The Association may, at its expense, install and maintain vending machines in the teachers' lounge.
6. Adequate off-street parking areas shall be provided and maintained for faculty use to the extent that parking facilities may be provided without cost for reconstruction or additions to existing facilities.
7. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being, providing that this provision shall not be

construed as limiting a teacher's teaching duties and responsibilities in regard to maintaining student discipline.

8. All teachers are covered by Michigan Worker's Compensation Law. Accidents and injuries are to be reported to the employee's supervisor immediately. Board liability shall be in accordance with the law.
9. The teacher shall not be required to collect monies for lunches, milk or charitable organizations except on the first student day of the week which shall be deemed the normal collection day.
10. Keys to an assigned area of a building shall be made available upon request to any teacher.

**E. Least Restrictive Environment:**

1. The Board shall, upon request, consult with any regular classroom teacher responsible for the implementation of the LRE concept about needed training and other matters pertaining to such implementation. Whenever practical, the regular classroom teacher primarily responsible for teaching a special needs student shall be invited to the IEPC. It is in the interest of both parties to jointly establish and implement procedures, guidelines, and working conditions to promote the quality of education for special needs students enrolled in the district. Should problems arise, both parties agree to work cooperatively and bargain to find solutions to such problems. In no case shall the district be prevented from fulfilling the requirements of the law.
2. A regular classroom teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions or render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition, except in emergency situations. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it is the responsibility of the teacher to implement the student's individualized educational plan while attending to the educational needs of the student while in the teacher's class.
3. Special Education teachers that are assigned to teach in co-taught classes may, with the approval of the building administrator, have their schedule adjusted based on student need in the classroom.

**F. School Improvement:**

1. Participation, outside the normal employee work day and the established exceptions to such, on any school improvement committee or related activity established pursuant to Section 1277 of the Revised School Code, or NCLB, shall be voluntary.
2. Decisions made by school improvement committees shall not violate the terms of this Master Agreement.

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## **ARTICLE VI: SCHOOL CALENDAR**

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- A. For the term of this Agreement, the school calendar shall be as set forth in Appendix D.
- B. Any deviation shall be in accordance with the following provisions.

- C. When school is officially called off, teachers will not report for work.
- D. When such days are rescheduled, in order to provide the required minimum number of days or hours of instruction for the district to receive full state aid pursuant to the State Aid Act, bargaining unit members shall be required to report to work. The rescheduling of such days shall not entitle employees to additional compensation, nor shall such days operate to reduce compensation, delay compensation or increase the work time of employees. Rescheduled days shall be added to the end of the school year. Should any bargaining unit member collect unemployment compensation when schools are closed due to circumstances beyond the control of school authorities, such individual's compensation shall be reduced a corresponding amount so that the individual's compensation together with unemployment compensation received for such days shall equal the teacher's total compensation due according to this Agreement. Teachers will be paid an additional per diem rate for each day worked beyond the number of teacher work days in the calendar school year.
- E. Any decision to cancel days shall not be grievable.

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## **ARTICLE VII: RETENTION OF RIGHTS**

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- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. The Board will communicate the method and process of how a teacher should make a request for transfer to a different class, building, or position.
- B. Whenever any permanent vacancy in a professional or extra-curricular position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the SEA designee and provide for appropriate posting on the bulletin board in the teachers' lounges.
- C. Any teacher possessing qualifications to apply for such vacancy may do so.
- D. Posting of notices for professional vacancies mentioned in this Article shall be posted in the Central office and through the SEA designee when school is adjourned for the summer months. Teachers notifying the Superintendent's office of their desire to receive postings will be emailed such notices. E. Since the frequent transfer of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers should be minimized and avoided unless necessary.
- F. Any teacher who shall assume a supervisory or executive position shall be entitled to retain such rights as he/she had under this Agreement prior to such assumption of supervisory or executive status upon his/her return to a classroom teaching position, including seniority rights, but shall not accrue seniority as a teacher for time served in an administrative capacity.

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## **ARTICLE VIII: LEAVES OF ABSENCE**

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A. **Paid**

1. **Sick Leave.** All full time teachers absent from duty shall be allowed a total of nine (9) days per school year, accumulative to one hundred sixty (160) days, with pay.
2. Accrual of paid sick days shall be as follows:
  - a. Teachers shall accrue one (1) day per month of service.
  - b. Teachers shall be credited with nine (9) days upon commencement of their teaching duties each school year. If a teacher leaves the employ of the district before the end of the school year and has used more sick days than the number of months that the teacher has worked, the extra days used will be deducted from the teacher's remaining pay at a per diem rate.
3. Paid sick days may be used for the following reasons:
  - a. Personal illness and disability as required by law, including illness or disability due to pregnancy or child birth, except when entitled to worker's compensation.
  - b. Critical illness in the immediate family Immediate. Immediate Family. For purposes of this article, effective September 1, 2021, family member classifications will be interpreted consistent with the Michigan Paid Medical leave Act, 2018 PA 369 ("PMLA") for paid sick leave. Therefore the term "children" includes biological, adopted, foster and step children, legal wards and children to whom the employee stands *in loco parentis*. The term "parents" includes biological, foster, step and adoptive parents, and legal guardians of the employee or the employee's spouse or an individual who stood *in loco parentis* when the employee was a minor child. The term "sibling" includes a biological, foster or adopted sibling and member of the teacher's household. Maximum five (5) days.
  - c. Attendance at the school graduation of a son, daughter or spouse (maximum of one (1) day). This shall not be granted during final exams.
  - d. Attendance at the funeral of a person whose relationship to the teacher warrants such attention. Such will be limited to one (1) day. One (1) day of accumulated sick leave, per year, will be permitted to attend the funeral of a student or staff member.
  - e. Death in the immediately family (as defined above) maximum five (5) days, two (2) days deductible from sick leave, per occurrence.
  - f. The following conditions shall apply:
    - (1) Teachers shall be required to notify the building principal or his/her representative (AESOP) in the event of an absence before 5:30 a.m. of the expected day of absence so that a substitute may be obtained unless circumstances make such notification impossible or unreasonable to do so.
    - (2) Notification for leave for a funeral or a death of a person is expected as soon as practicable to the Superintendent or the building principal.

- (3) The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total sick leave credit.
- g. An employee shall be paid, at the substitute rate, at the end of the school year for any sick leave accumulated beyond the one hundred sixty (160) day cap. This payout will be done in July to ensure proper calculation can be made. The unused personal days will be converted prior to the payout.
- h. Teachers may use one (1) day of paid sick leave per year to attend a Springport Public School's field trip. In the event a Springport teacher wishes to attend their child's fourth grade Mackinaw trip, they may use two (2) days of paid sick leave for that year.
4. Three (3) personal days may be for any purpose at the discretion of the teacher, with prior approval of date obtained from the building principal, except in case of emergency. Absence from duty without pay will be authorized only in situations of extreme emergency. Unused personal business days will be added to the employee's sick days. Personal days cannot be used on planned Professional Development days unless there is a documented emergency.
5. A teacher called for jury duty during school hours shall receive his/her full salary for such time, provided that the teacher shall reimburse the district for those monies received for said jury duty. . If the employee is released early from jury duty, the employee shall contact the principal as to whether or not to report to work.
6. A teacher who is subpoenaed to testify during school hours in any judicial or administrative matter shall receive his/her full salary for such time, provided that the teacher shall reimburse the school district for those monies received for such testimony. This provision shall not apply in the event the teacher is subpoenaed to testify against the school district or Board of Education.
7. Each teacher shall be credited with one (1) day non accumulative to be used for professional business days. Professional business days may be used for such educational purposes as determined by the Board. Requests for usage of such professional business days shall be made at least one (1) week in advance. The teacher may be requested to file a written report within one (1) week of his/her attendance. Extension of such professional business leave may be granted at the discretion of the Board.
8. The SEA shall have eight (8) days for use of Association business. Notification will be made in writing to the building principal at least three (3) calendar days in advance of the day to be used. Twenty-four (24) hours' notice is sufficient in case of emergency. The JCEA shall pay for the cost of a substitute and the employee's retirement and FICA for the Association business days taken. If the day is taken by a teacher teaching less than a full day, the day will be prorated accordingly. If the use of Association business days should result in a teacher earning fewer than 1,020 hours within the July 1 through June 30 school fiscal year, then the Association shall pay the employee's retirement for the days used. Use of Association days shall be for the benefit of the entire unit.
9. **SICK BANK:** The Springport Education Association and the Springport Board of Education established a voluntary bargaining unit member donated sick bank. The intent of the sick bank is to maintain a bargaining unit member's paid leave until long term disability insurance begins or to

help maintain a bargaining unit member's salary while tending to an immediate family member's needs in case of a catastrophic accident or illness for thirty (30) school days.

The following terms and conditions shall apply:

- a) Because the term "catastrophic" is subjective, each situation will be dealt with on an individual basis.
  - 1) The SEA Executive Board will make a recommendation to administration in regard to each bargaining unit member that applies.
  - 2) Approval of usage lies with the District.
- b) The employee will submit rationale for why the particular request is considered catastrophic and therefore their need to access the sick bank.
- c) Each bargaining unit member of the SEA may donate two (2) days per occurrence.
- d) For eligibility for sick bank, bargaining unit members must use all of their sick days and fill out a request for sick bank and submit to the Association President and Superintendent and Superintendent.
- e) The maximum number of days in the bank will be thirty (30).
- f) In the event the days are not used by the member, the contributed days will stay in the bank for the next occurrence.
- g) The administration will notify, upon request, the SEA President of the number of days in the bank.

B. **Unpaid.** Unpaid leave shall be construed consistently with the requirements of the Federal Family and Medical Leave Act. All unpaid leaves required by the Act shall be concurrent with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement. The teacher on an unpaid leave, shall not be eligible for any fringe benefits. Where leave is taken because of birth, adoption or foster placement under the Family and Medical Leave Act, an eligible teacher shall give not less than thirty (30) days advance notice.

If an employee, on their own volition, fails to return following expiration of their FMLA, the District may seek reimbursement for paid health insurance provided during FMLA.

1. Leaves of absence of up to one (1) year without pay may be granted to a teacher (except for military leave) for the following enumerated reasons and conditions listed hereunder upon the written request of the teacher to the Board of Education. These leaves of absence will be granted or renewed at the sole discretion of the Board of Education who reserves the right to specify the beginning and terminating dates of the leave of absence to correspond as nearly as possible with the beginning or ending of the school year, term or marking period in order to maintain continuity of the student/teacher relationship. All requests for renewals shall be filed in writing not less than ninety (90) calendar days prior to the termination of the leave. Each request for an unpaid leave of absence will be considered on its individual merits. The particular circumstances surrounding each

leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent. The decision of the Board as to whether such leave shall be granted is final.

- a. If an employee on leave accepts employment elsewhere or enters into a contract for another position without Board of Education approval, his/her leave will be automatically terminated.
- b. An employee on leave shall not lose sick leave time accumulated prior to his/her leave. However, sick leave time shall not accumulate during his/her leave of absence.
- c. While an employee is on leave, there shall be no advancement on the salary schedule in terms of experience, except as provided elsewhere in this Article.
- d. An eligible employee desiring a leave of absence shall submit his/her request to the Board of Education through the Superintendent. Such request shall be submitted by the Superintendent to the Board with his/her recommendation for action.
- e. For all employees whose leave shall terminate at the beginning of a school year, a letter of availability must reach the Superintendent no later than the preceding April 1. For all employees whose leave shall terminate at times other than the beginning of a school year, such letter of availability must reach the Superintendent no later than sixty (60) calendar days preceding the termination date of the leave. Failure to comply with this provision shall be deemed a resignation of employment. The Superintendent shall notify persons on leave of this requirement.

2. Requests may be filed for the following reasons:

- a. Study related to the teacher's licensed field. This leave of absence will be considered for a maximum length of one (1) year only.
- b. Child care leave may be granted to a teacher immediately following the birth or adoption of a child or for a prolonged serious illness of the child for a period up to one (1) year. Child care leave shall terminate at the end of a semester or school year. A request in writing shall be filed with the Board at least sixty (60) calendar days prior to requested commencement of the leave except in cases of emergency.
- c. In the event an employee of the Board is elected president of the JCEA, said employee shall be granted regular release time as mutually agreed, providing qualified teachers can be employed during said release time, and the Board shall prorate said employee's salary to the amount of time worked.
- d. A tenured teacher may request an unpaid leave not to exceed one (1) year for other reasons, including "once in lifetime" opportunities. The request must be made at least thirty (30) days in advance. Such leaves are granted solely at the discretion of the Board and a denial shall not be subject to the grievance procedure.

C. **Job Sharing**

**Definition:** Job sharing shall be considered a leave of absence. Approval or denial is not subject to the grievance procedure. Leaves may be granted at the discretion of the Board under the following conditions:

1. Teachers would receive salary at a fifty percent (50%) level based on their own lane and step as provided by the contract.
  - a) A teacher involved in a job share will remain on the same salary step for two (2) years, unless the job share lasts for one (1) year, then the step change would occur at the semester break of the second year.
2. Teachers in shared positions shall accrue seniority credit as if employed full-time.
3. Sick, personal leave and salary credit will be given at fifty percent (50%).
4. Teachers in shared positions (part-time employment) will have the following options for insurance coverage. The teachers involved shall mutually decide among the following:
  - a) If both employees elect PAK B, the District will provide both employees with PAK B at no cost to the employee.
  - b) If both employees elect PAK A, the District will provide fifty percent (50%) of the Employer cost of one (1) PAK A to each employee. The remainder of the cost will be borne by the employee.
  - c) If one employee elects PAK A, and one employee elects PAK B, the District will provide PAK B at no cost to the employee electing said PAK B. The employee who elects PAK A will receive fifty percent (50%) of the Employer cost of PAK A. The employee who elects PAK A will bear the remainder of the cost of PAK A.
5. Teachers in shared assignments shall attempt to, whenever possible, reciprocate with subbing responsibilities.

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## **ARTICLE IX: PROFESSIONAL COMPENSATION**

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- A. The basic salaries of teachers are set forth in Appendix A.
- B. All new teachers hired may be given full credit on the salary schedule set forth in Appendix A for full years of outside teaching experience in a school district accredited by a state recognized accrediting agency. In areas of employment where the Board finds difficulty in filling positions the Board may at its discretion offer additional wage incentives as needed.
- C. The salary schedule is based upon the regular school calendar as set forth in Appendix E and the normal teacher hours as defined in the Agreement. For full semester classroom assignments in excess of the regular school calendar and the normal teaching load, teachers will be compensated at one-fifth (1/5) over their salary schedule step.
- D. Teachers involved in VOLUNTARY extra duty assignments as set forth in Appendix B, shall be compensated in accordance with the provisions of the Agreement.

E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall be reimbursed at the IRS standard mileage rate. The same allowance shall be given for use of personal car for approved field trips or other approved business of the district. The Board may provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.

F. **TERMINAL PAYMENT PLAN:**

- a. **Eligibility:** A teacher must have ten (10) years of continuous service to the district and must retire under the Michigan Public Schools Employee Retirement System or reach a separation agreement in order to participate in the terminal payment plan. Retirement must occur by the end of the school year.
- b. **Notice:** To be eligible for a terminal payment plan, teachers must give written notice of retirement no later than the March Board of Education meeting.
- c. **Benefit:** An eligible teacher shall receive a terminal benefit in the amount of Five Hundred Dollars (\$500.00) for each year of continuous service with the District. This payment cannot exceed Fifteen Thousand Dollars (\$15,000.00). In addition teachers will be compensated for unused sick days at the rate of Fifty Dollars (\$50.00) per day.
- d. **Payment of Benefit:** The terminal payment shall be paid in the last paycheck or paid through a 403(b), per employee choice.

G. Guidance and library personnel required to work outside the regular school year shall be reimbursed at their daily rate of pay as determined by dividing the number of contractual days of work into the employee's contractual yearly salary. The Middle School and High School Guidance Counselors will work two (2) additional weeks (ten (10) days) at per diem beyond the contracted year as determined by the building principal. Guidance and library personnel who miss the beginning or ending week of the regular school year shall not be allowed to substitute an additional week's work outside the regular school year for the missed work.

H. Teachers who substitute on their preparation period shall be paid at the rate of thirty dollars (\$30.00) per hour. The teacher needing the substitute will be charged for the absence if the substitute receives such a payment for substituting.

I. **MERIT PAY:** In order to comply with Section 164h(1)(d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the details of those policies no later than October 1 of each year. Such policy shall not, in any way, alter the provisions contained in this Collective Bargaining Agreement.

J. In the event that a substitute teacher is unavailable for assignment, causing a district employed teacher to substitute for an absent district employed teacher by taking responsibility for the one (1) additional class of students for the majority of the school day, that responsible teacher will receive compensation equal to the daily rate of pay for a substitute teacher.

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## **ARTICLE X: PROFESSIONAL GRIEVANCE PROCEDURE**

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- A. A claim by a teacher or the SEA/JCEA that there has been an alleged violation of any provision of this Agreement may be processed as a grievance as hereinafter provided.

The grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or remedy. A grievance may not be filed for layoff and/or recall, job assignment, vacancies, evaluations, discharge, or merit pay.

- B. The SEA/JCEA shall designate a grievance committee to handle all grievances when requested by the grievant, and shall notify the Superintendent of the names of said representatives no later than the fifteenth (15th) day of September of each school year. The Board designates the principal of each building to act as its representative at Level One, and the Superintendent or his designated representative to act at Level Two.

All grievances shall be handled by the following procedures:

**Step 1** . 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 building principal either personally or accompanied by his/her SEA/JCEA representative. This must be done within ten (10) days after this alleged grievance becomes known to the teacher.

**Step 2**. If, as a result of the informal discussion with the building principal a grievance still exists, the teacher may invoke the formal grievance procedure through the SEA/JCEA on the grievance form, signed by the grievant and a representative of the SEA/JCEA, which form shall be available from the SEA/JCEA representative in each building, within five (5) days after the discussion mentioned in Step 1. A copy of the grievance shall be delivered to the principal. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or a representative designated by him/her. Within five (5) days of receipt of the grievance, the principal shall meet with the SEA/JCEA committee and the aggrieved in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy to the grievant and the SEA/JCEA secretary.

**Step 3** If the SEA/JCEA is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) days of such meeting, a copy of the written grievance shall be filed with the Superintendent within ten (10) days of the disposition or fifteen (15) days of the meeting with the principal, whichever shall be earlier. Within ten (10) days the Superintendent or his/her designee shall meet with the grievance committee and the grievant on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy to the grievant, the SEA/JCEA President and the principal of the building in which the grievance arose, and place a copy of same in a permanent file in his office.

**Step 4** If the SEA/JCEA grievance committee is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, 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 with the secretary or other designee of the Board within ten (10) days of the disposition or fifteen (15) days of the meeting with the Superintendent, whichever shall be earlier. The Board, within two (2) calendar weeks, shall meet with the SEA/JCEA on the grievance. Disposition of the grievance in

writing by the Board shall be made no later than ten (10) days thereafter. A copy of such disposition shall be furnished to the SEA/JCEA President and the grievant.

**Step 5** If the SEA/JCEA 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 to arbitration. If the parties cannot agree as to the arbitrator within five (5) days from the Board's decision, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. A demand for arbitration must be filed within ten (10) days of the Board's decision. The Board and the SEA/JCEA 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.

Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance shall be barred provided, a claim involving a remedy directly benefiting the grievant regardless of his/her employment shall not be barred because the grievant left the employ of the Board.

All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating SEA/JCEA representative are to be at their assigned duty stations except upon mutual agreement between the parties.

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

1. It shall be signed by the grievant or grievants.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the section or subsections of this contract.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any written grievances not substantial in accordance with the above requirements may be rejected as improper.

D. Powers of the arbitrator are subject to the following limitations:

1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. He/she shall have no power to establish salary scales.
3. He/she shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board, except when he/she perceives it to be in direct contradiction to the expressed contract provisions.
4. He/she shall have no power to decide any question which under this Agreement, is within the responsibility of the management to decide, unless controlled by the express written provisions of this contract.

5. He/she shall have no power to interpret state or federal law, or review prohibited subjects of bargaining.
6. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.

Both parties agree, subject to the right of judicial review, to be bound by the word of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The fees and expenses of the arbitrator and of the American Arbitration Association shall be assessed by the parties as follows:

1. If the grievance is sustained and the remedy sought by the Association is awarded in full, the Board shall pay such fees and expenses.
2. If the grievance is denied in full, the Association shall pay such fees and expenses.
3. If the grievance is neither sustained in full nor denied in full, such fees and expenses shall be shared on a percentage basis as determined by the Arbitrator.

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 to 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.

Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

The term "days" shall mean days in which school is in session, except in summer when days are week days minus holidays.

- E. By mutual agreement expedited arbitration may be used in Step 5 of the grievance procedure. Rules of the American Arbitration Association for expedited labor arbitration would be used.

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## **ARTICLE XI: MENTOR TEACHERS**

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- A. Each new teacher shall be assigned a Mentor Teacher during the new teachers' first three (3) years in the classroom as required by Section 1526 of the School Code.
- B. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the Mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. If a member of the bargaining unit is assigned as a Master Teacher the teacher shall be called a Mentor and the following shall apply:
  1. Mentors shall be tenured teachers
  2. The Association shall be promptly notified of all Mentor assignments

3. Whenever practical Mentors shall work in the same building and shall have the same certification as the new teacher

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## **ARTICLE XII: SENIORITY**

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- A. Teachers who are laid off during a contract year shall be considered as having completed the contract year for purposes of placement on the salary scale if employed for more than one-half (1/2) of the school year; otherwise such teachers remain on the same salary step.
- B. The recall list shall be maintained by the Board.
- C. The Board of Education shall prepare a seniority list and transmit a copy to the Association on or before November 1st.
- D. The term "seniority" shall be the length of continuous service with the Springport Public Schools Board of Education. Probationary teachers shall have seniority.

Leaves of absence shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority.

Any teacher who is granted tenure shall have seniority from the last date the teacher's contract of employment was approved by the Board. In the event of a tie in seniority, a drawing shall be conducted with SEA representatives present.

- E. Teachers shall inform the Superintendent in writing of any contemplated changes in certification or qualifications by April 1 for first semester and October 1st for second semester.
- F. In the event a teacher leaves the District, the teacher's individual contract of employment shall terminate and the Board's obligation to pay salary or fringe benefits shall terminate after the proportional time for insurance coverage for the year is completed based on the amount of the school year completed. Thereafter, insurance benefits will continue to remain in effect as permitted by the insurance carrier at the employee's expense.

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## **ARTICLE XIII: STUDENT DISCIPLINE AND TEACHER PROTECTION**

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- A. A teacher is primarily responsible for the maintenance of control and discipline in his/her classroom. The Board will give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise the principal, and if the principal concurs, reasonable steps shall be taken to provide such special attention as is required. In the event of a disagreement, the teacher may appeal the decision to the Superintendent. If the Superintendent does not concur, the teacher may appeal to the Board of Education.
- B. A teacher may exclude a pupil from one (1) class period 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. The pupil shall not be returned to the class until after consultation by the principal with the teacher.

- C. When discipline problems arise in the classroom they may be most constructively dealt with by joint consideration of the problem with teacher, student, and building principal present. The parent of such student may be notified and given an opportunity to be present. A teacher may use such force as is necessary to protect him/herself from attack or to prevent injury to another student.
- D. Any case of assault upon a teacher which had its inception in a school centered problem shall be promptly reported to the Board or its designated representative. If the assault was by pupil(s) the administration shall promptly investigate the matter and, after consultation with the affected teacher, determine suitable treatment for the assaulting pupil(s). This decision shall be communicated to the teacher concerned. If the assault is by an adult who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities.

Where a teacher is sued, any teacher not otherwise covered by insurance whether through MEA or some independent insurance carrier, may apply to the Board of Education for legal assistance. If the Board of Education shall determine that the teacher has acted within the scope of Board policy, the Board may provide legal counsel to the teacher.

- E. Teachers shall be expected to exercise care with respect to the safety of pupils and property, but shall not be individually liable, except in the case negligence or neglect of duty, for any damage or loss to person or property.
- F. Except in matters involving discharge or discipline, complaints regarding a teacher made to the administration by any parent, student or other person will be called to their immediate attention and reduced to writing by an administrator. Each teacher will have the right, upon request, to review the contents of his/her own personnel file. A representative of the JCEA may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information such as confidential credentials and related personal references, are specifically exempted from such review of the file by the teacher.

Each teacher's personnel file shall contain the following minimum items of information: required medical information; all teacher evaluation reports; copies of contracts; copy of teacher certificate; a transcript of academic records; tenure recommendation.

Teachers may respond within ten (10) days to items placed in their personnel file as delineated within the Bullard-Plewecki Employee Right to Know Act.

- G. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- H. Loss of Time, Injury at School: Any injury which arises out of or occurs in the course of employment of a teacher shall be promptly reported to the building principal. The teacher shall be supplied with the appropriate forms in the event a worker's compensation claim is to be filed. If a teacher is involved in an assault as mentioned above, the Board of Education determines that the teacher has acted within the scope of his/her authority, the teacher will not suffer a loss of salary as a result of an injury incurred during the assault. In the event of an injury arising out of an assault, which occurred because the teacher was not acting within the scope of his/her authority, accumulated sick leave may be used.
- I. Upon any complaint by a parent of a student directed toward a teacher, the teacher will be informed.

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## **ARTICLE XIV: CONTINUITY OF OPERATIONS**

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- A. **No Strike Clause:** The JCEA recognizes that strikes, as defined by Section 1 of the Public Act 336 of 1947 of Michigan, as amended, by public employees, are contrary to law and public policy. The Board and the JCEA subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the JCEA agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any employee or group of employees.

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## **ARTICLE XV: NEGOTIATIONS PROCEDURES**

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- A. Representatives of the Board and the JCEA's Bargaining Committee will meet on the last school day Tuesday of each month or such day as mutually agreed upon for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities unless otherwise mutually agreed. Should such a meeting result in a mutually acceptable amendment of the Agreement, then the amendment shall be subject to ratification by the Board and the JCEA provided that the Bargaining Committee shall be empowered to effect temporary accommodations to resolve special problems.

- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the district. No final agreement between the parties may be executed without ratification by a majority of the membership of the JCEA and by a majority of the Board of Education, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation and/or fact-finding machinery of the Michigan Employment Relations Commission.
- D. Between October 1, and December 1, prior to the expiration of this agreement, the parties will initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year.
- E. There shall be three (3) signed copies of the final agreement for the purpose of record. One (1) retained by the Board; one (1) by the JCEA, and one (1) by the Superintendent.
- F. In order that students may obtain the full benefits of their instruction, all negotiations on behalf of the JCEA with any representative of the Board will take place after regular school hours.

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## **ARTICLE XVI: PROFESSIONAL BEHAVIOR AND IMPROVEMENT**

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- A. In the course of enacting professional responsibilities, teachers and educators engage in many conversations; most are collegial and involve no reasons for discipline. If, and when, an administrator indicates to a teacher that a conversation may lead to disciplinary action, the teacher has the right (provided by the Weingarten case) to have a representative present along with her or him during the conversation.
- B. Any employee not regulated by the Teacher Tenure Act shall not be disciplined for arbitrary or capricious cause.
- C. The parties support the principle of continuing training of and participation by teachers in professional organizations in the area of their specializations. The Board agrees to provide, upon approving the applications, the necessary funds for teachers who desire to attend selected professional conferences.

Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute needed to relieve the participant. A teacher may reapply to attend the conferences at his/her own expense. The Board may approve or disapprove the second application at its own discretion. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. The teacher will, upon request, submit a report regarding such conferences.

- D. In recognition of the rapidly expanding fields of knowledge in the social and scientific fields, the parties hereby agree to establish an in-service education committee composed of three (3) persons appointed by the Board and three (3) persons appointed by the SEA. The committee shall organize itself and assume responsibility for the planning and conducting all in-service programs.
- E. Any teacher who enrolls in a course related to his/her instructional responsibilities at an accredited college or university shall be reimbursed at the beginning of the next semester after successful completion of such courses. The amount shall be \$100.00 per semester hour or prorated amount per term hour to be applied toward tuition and books and expenses. This provision shall apply only to hours earned between the BA+18 and the MA levels, and shall be limited to a total of six (6) semester hours or nine (9) term hours. For reimbursement, prior approval by the administration of all courses to be taken must be received and all courses must be applicable to the teacher's classroom performance. For purposes of salary schedule credit a semester or term hour shall also include the equivalent in State Board Continuing Education Units (SB-CEU's) as determined by the State Board of Education.
- F. Any teacher who chooses to pursue additional certification, that is beneficial to the district, upon the approval of their principal and superintendent prior to enrolling, will be reimbursed for the cost of tuition and materials required to achieve the certification. The teacher is expected to pay for the cost of certification testing. Teachers will be expected to be continuously employed by the district for a period of three (3) years. Teachers who leave before that time period will reimburse the district on a prorated basis

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## **ARTICLE XVII: INSURANCE**

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- A. For those teachers taking health insurance, the Board agrees to provide the following MESSA PAK:

**PLAN A (PAK C)**

**Health**

MESSA Choices II  
MESSA Saver Rx

	\$500 / \$1,000 deductible \$20 Office Visit \$25 Urgent Care \$50 Emergency Room
<b>Long Term Disability</b>	66 2/3 % coverage up to \$7,000 90 calendar day wait Pre-existing condition waiver Alcoholism/drug—2 year limitation Mental/nervous—2 year limitation
<b>Life Insurance</b>	\$30,000 with AD&D
<b>Vision</b>	VSP-2
<b>Dental</b>	Class I, II, III 80/80/80: Annual Max \$1,200 Class IV 80: \$1,000 Lifetime Max 2 cleanings per year

Each employee enrolled in Plan A shall pay twenty percent (20%) of the PAK C Health rate.

For those teachers not taking health insurance, the Board agrees to provide a MESSA PAK as follows:

**PAK B**

<b>Long Term Disability</b>	Same as above
<b>Life Insurance</b>	\$35,000 with AD&D
<b>Vision</b>	VSP-2
<b>Dental</b>	Same as above
<b>Annuity</b>	Amount equal to: \$200 per month for 1-7 teachers selecting Pak B during open enrollment. \$400 per month for 8-14 teachers selecting Pak B during open enrollment. \$500 per month for 15 or more teachers selecting Pak B during open enrollment.

During the Open Enrollment period, the staff eligible for medical coverage through the Jackson County Health Care Consortium will be given the option to select from additional medical coverage plans that are at a district cost less than the current PAK C option.

- B. Regularly employed part-time teachers shall receive a prorated amount for insurance coverage. It shall be the responsibility of the employee to be properly enrolled with the carrier.
- C. Bargaining unit members shall be eligible for and shall select either Plan A or Plan B of coverage as set forth above, except as follows:
  - 1. Where spouses are both employed by the Board, one employee may select Plan A of coverage and the other Plan B.

2. Any employee who for any reason retains group health insurance coverage, with coordination of benefits from any other source other than the health insurance provided by virtue of this Agreement and his or her employment with the Board, shall be ineligible and shall otherwise not receive health insurance coverage provided herein, unless the coverage provided his or her spouse through the spouse's employment requires such coverage. The employee may select Plan A above if not taking health insurance elsewhere, and shall otherwise be eligible for Plan B above. Every employee shall annually verify in writing the existence or non-existence of any such outside group health insurance coverage. The following form shall be distributed to all employees during the open enrollment period:

I hereby declare that the health insurance that I receive pursuant to Article XVII of the Master Agreement between Springport Public Schools and the JCEA is the only group health insurance coverage, with coordination of benefits, that I retain or am otherwise eligible to receive benefits from.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## **ARTICLE XVIII: MISCELLANEOUS PROVISIONS**

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- A. This Agreement shall constitute the full and complete contract between both parties and if either party wishes to reopen negotiations during the life of this contract they must file with the other party a written request setting forth the Article they wish to reopen. The opposite party may consent to this reopening in writing. Any changes resulting from this reopening must be signed by the parties and will be considered an amendment to this contract.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and Board Policy. If an individual contract contains any language inconsistent with this Agreement or Board Policy, Board Policy and this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of the Agreement, to any employee or group of employee, shall be found contrary to law then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Each teacher shall submit to a general physical and/or mental examination at the discretion of the Board. The cost of such examination and the selection of the physician shall be set by the Board. When the examination shows the teacher to be physically or mentally incompetent or hindered in the performance of his/her duties, the teacher may also undergo a similar examination by a physician chosen by the JCEA.

Subject to the Michigan Teacher's Tenure Act, the teacher shall be suspended until the examining physician releases the teacher for duty. If the final determination is that the teacher is physically or mentally unfit to teach, the suspension shall not be charged against the teacher's sick leave. If there is good reason to suspect that a teacher is abusing sick leave, the teacher may be required to provide verification of illness or disability provided:

1. Notification to the teacher that verification will be required will be made at such a time to reasonably allow the teacher to obtain verification.
2. The basis for the decision that a teacher is misusing sick leave shall be promptly presented to the teacher and the JCEA president.

Reasonable costs incurred by the teacher in obtaining verification shall be borne by the Board if illness is verified. A teacher may also be required to obtain a doctor's certificate verifying recovery from an illness or disability prior to returning to active service following a medical absence of four (4) consecutive days or longer.

- F. Present policies under which a teacher must operate shall be made available upon request.
- G. Each teacher shall maintain with the office of the Superintendent of Schools and the Building Principal the current correct address and phone number which may be used to contact them in emergency matters while they are in the employ of the district. This information shall be for the exclusive use of the Superintendent and Building Principal.
- H. **Emergency Financial Manager.** An emergency financial manager appointed un the Local Government and School District Financial Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided in that act.

[Note: This section was included in the collective bargaining agreement because it is legally required by state law and not because the parties negotiated over and agree to the language during collective bargaining. The Association reserves the right to challenge this aspect of the referenced law in the appropriate civil court forum, and to argue that this section is not binding on the parties. This reservation of right does not include challenging the Employer relative to this issue.]

**ARTICLE XIX: DURATION OF AGREEMENT**

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This Agreement shall be effective as of September 1, 2021 and shall continue in effect through August 31, 2022.

**Jackson County Education Association**

**Board of Education**

By:

By:

\_\_\_\_\_  
JCEA President

\_\_\_\_\_  
Board President

By:

By:

\_\_\_\_\_  
Springport EA President

\_\_\_\_\_  
Board Secretary

By:

By:

\_\_\_\_\_  
UniServ Director, MEA

\_\_\_\_\_  
Superintendent, Springport Schools

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

## **APPENDIX A: SALARY SCHEDULES**

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Effective September 1, 2021: 1.5% Increase on the salary schedule. Each eligible staff member will move one step on the salary schedule.

2021-2022 Schedule			
STEP	BA	MA or BA+30	MA+30
1	\$38,762	\$41,224	\$43,846
2	\$40,760	\$43,378	\$46,162
3	\$42,756	\$45,530	\$48,482
4	\$44,744	\$47,680	\$50,805
5	\$46,749	\$49,837	\$53,125
6	\$48,737	\$51,986	\$55,442
7	\$50,738	\$54,138	\$57,768
8	\$52,734	\$56,292	\$60,094
9	\$54,732	\$58,444	\$62,408
10	\$56,727	\$60,602	\$64,730
11	\$59,160	\$63,219	\$67,555
12	\$61,544	\$65,766	\$70,279

- \* The thirty (30) hours shall not include any credit hours accumulated in acquiring initial certification. It is further understood that the thirty (30) hours are semester hours.

An employee must notify payroll no later than April 1st (1st semester) or October 1st (2nd semester) if the employee will be changing levels.

A. **Longevity:**

12 years of service = 1.20%  
13 years of service = 1.35%  
14 years of service = 1.50%  
15 years of service = 1.65%  
16 years of service = 1.80%  
17 years of service = 1.95%  
18 years of service = 2.10%  
19 years of service = 2.25%  
20 years of service = 2.40%  
21 years of service = 2.55%  
22 years of service = 2.70%  
23 years of service = 2.85%  
24 years of service = 3.00%  
25 years of service = 3.15%  
26 years of service = 3.30%  
27 years of service = 3.45%  
28 years of service = 3.60%  
29 years of service = 3.75%  
30 years of service = 3.90%

- B. Great Start Readiness Program: The Great Start Readiness Program (GSRP) is a four (4) year old Early Childhood program that is funded through a state grant under child care. The grant is awarded to the JCISD. Springport is awarded funding by eligible slots available. The funding for the Springport Public Schools GSRP program is dependent upon the grant funds received.

The GSRP teaching position will follow the first pay lane, labeled BA, found in this Appendix A of the collective bargaining agreement. The salary of this position will be paid solely using the first pay lane regardless of degree of credits earned.

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## **APPENDIX B: EXTRA-CURRICULAR PAY**

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The Board's determination not to appoint or re-appoint any individual to an extra-curricular assignment shall not be subject to arbitration provided the individual has not been employed in the particular assignment more than two (2) consecutive years. However, all cases shall be grievable through the Board Level of the grievance procedure.

Open Schedule B positions that the district wishes to fill will be posted on bulletin boards in staff lounges, email and posted on the district webpage.

In the event no qualified bargaining unit member applies for a particular extra-curricular position, the Board may employ an individual from outside the bargaining unit to fill the position. When a position is filled from outside the bargaining unit, the compensation shall be set by the Board provided:

The non-bargaining unit member shall not receive compensation greater than that as set forth in Appendix B.

Extra-curricular assignments worked on a pro-rata basis will be paid on a pro-rata basis.

### **Extra-Curricular Pay:**

These percents relate to the salaries listed in Appendix A at the BA Level at the step consistent with the number of years of activity up to eight (8) years. In the case of Athletics, advancement from one (1) coaching level to another in the same sport shall not be cause to reduce the experience level for that activity.

### **High School:**

Head Football – Basketball	12%
Head Baseball - Track	9%
Wrestling	11%
Asst. Coaches - J.V. Baseball	8%
J.V. Football, J.V. Basketball, Wrestling	8%
Freshman Basketball	7%
Assistant Football	8%
Cross County - Golf	7%
Girls' Basketball (Varsity)	12%
Girls' Basketball (Freshman)	7%
Volleyball, Track, Softball (Girls)	9%
Girl's Soccer - (Varsity)	9%
High School Student Council	2.5%
Quiz Busters	1%
Cheerleading: per session Fall/Winter	
Varsity	6%
JV	4%
Forensics	3%
Choral Director	5%
Plays	5%
Band	9%
Quiz Bowl High School (add .5% for years when Springport hosts event)	1%
Quiz Bowl Middle School (add .5% for years when Springport hosts event)	.5%

## High School – Continued

Pep Club	1%
Yearbook, if not a class	6.5%
Paper, if not a class	3%
Senior Advisor	2%
Junior Advisor	3.5%
Freshman Class Advisor	1%
Sophomore Class Advisor	1%

## Middle School:

7-8 Football	6%
7-8 Basketball (Boys & Girls)	6%
Wrestling	5%
Track (Boys & Girls)	6%
Girl's Cross Country (Provided separate coach and practice schedule from HS)	6%
Volleyball	5%
Play	2%
Yearbook	3%
Cheerleading	5%
Middle School Student Council	3%
NJHS	3%

## Other Extra-Curricular Compensation:

Summer Voc. Agriculture (percentage based on the number of years in that position)	14%
National Honor Society	2%
FFA	10%

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## **Master Teacher Program**

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Any teacher who meets the following qualifications shall qualify as a Master Teacher.

1. Any teacher who has been employed by the Springport Public Schools for at least fifteen (15) years or is on the final step of the salary schedule may elect to participate in the Master Teacher program during the teacher's final three (3) years of employment.
2. Any eligible teacher may elect to participate in the Master Teacher Program by notifying the Superintendent not later than the beginning of the teacher's final three (3) years of employment.
3. Each Master Teacher and the District shall execute a Master Teacher contract which shall describe the additional duties and responsibilities to be performed by the teacher. Paid Schedule B duties and assignments shall not qualify as additional duties for Master Teacher purposes. The Master Teacher duties may include the following or similar duties:
  - Resource Consultant
  - Curriculum Development
  - Mentor
  - NCA Responsibilities
  - Staff Development
  - Additional Duties as Mutually Determined
4. The Springport Board of Education will pay to the teacher the stipend of Three Thousand Dollars (\$3,000) per year for Master Teacher.
5. A Master Teacher who does not retire or otherwise leave the employ of the District at the end of the program, is removed from the Master Teacher Program for failing to perform the additional duties as required by the teacher's Master Teacher contract, or leaves the program before the end of the program period shall reimburse the District for all Master Teacher stipends received plus retirement contributions and FICA taxes paid by the District on such stipends. Reimbursement may be a lump sum payment or a reduction in the teacher's salary over a period not to exceed one (1) year.
6. Teachers who are participating in the Master Teacher Program will not receive Longevity (Appendix A-1).

**APPENDIX C: GRIEVANCE REPORT**

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Grievance # \_\_\_\_\_ Springport School District

Distribution of Form:

Submit to Principal in Duplicate

- (1) Superintendent (2) Principal
- (3) Association (4) Teacher

Name of Grievant: \_\_\_\_\_ Building: \_\_\_\_\_

Assignment: \_\_\_\_\_ Date Filed: \_\_\_\_\_

**STEP I:**

Date Cause of Grievance Occurred: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

Disposition by Principal: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

**STEP II:**

Date received by Superintendent or Designee: \_\_\_\_\_

Disposition of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

**STEP III:**

Date received by Board of Education or Designee: \_\_\_\_\_

Disposition by Board: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

**STEP IV:**

Date submitted to arbitration: \_\_\_\_\_

Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

	<b>Scheduled</b>	<b>Completed</b>
<b>Step I</b>	_____	_____
<b>Step II</b>	_____	_____
<b>Step III</b>	_____	_____
<b>Step IV</b>	_____	_____

\_\_\_\_\_

**APPENDIX D: REQUEST FOR SICK BANK DAYS**

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**SPRINGPORT PUBLIC SCHOOLS**

**Request for Sick Bank Days**

Date: \_\_\_\_\_

Employees Name: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Work Location:       High School       Middle School       Elementary

Request for number of days: \_\_\_\_\_

Rationale for request: \_\_\_\_\_

\_\_\_\_\_  
(You may use back of form for further information)

**APPROVED BY:**

**For The Association**

**For The District**

\_\_\_\_\_  
Springport EA President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date