

TEACHERS' NEGOTIATED AGREEMENT 2010-2011

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1 **ARTICLE II**

2 **Teacher Rights**

3 A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that  
4 every teacher employed by the Board shall have the right freely to organize, join and  
5 support the Association for the purpose of engaging in collective bargaining or  
6 negotiations with respect to hours, wages, terms and conditions of employment; and  
7 that it will not discriminate against any teacher with respect to hours, wages or any  
8 terms or conditions of employment by reason of their membership in the Association,  
9 their participation in any activities of the Association or collective professional  
10 negotiations with the Board, or their institution of any grievance, complaint or  
11 proceeding under this Agreement or otherwise with respect to any terms or conditions  
12 of employment.

13 B. The Association and its members shall have the right to use school building  
14 facilities for meetings at a time mutually agreed upon by the Association and the  
15 administration. No teacher shall be prevented from wearing insignia, pins or other  
16 identification of membership in the Association either on or off school premises.  
17 Bulletin boards and other established media of communication shall be made available  
18 to the Association and its members in the teachers' workroom.

19 C. The Board agrees to furnish to the Association in response to written requests  
20 available public information concerning the financial resources of the District,  
21 tentative budgetary requirements and allocations, and such other information relevant  
22 to collective bargaining, as long as such information or materials are not privileged or  
23 prohibited from disclosure by law or non-employer regulation. The Association shall  
24 reimburse the Board for reasonable expenses incurred in furnishing information or

1 making records available.

2 **ARTICLE III**

3 **Board of Education Rights**

4 The Board, on its own behalf and on behalf of the electors of the district, hereby  
5 retains and reserves unto itself, without limitation, all powers, rights, authority, duties  
6 and responsibilities conferred upon and vested in it by the laws and the constitution of  
7 the State of Michigan and of the United States, including, but without limiting the  
8 generality of the foregoing, the right:

- 9 1. To the executive management and administrative control of the school  
10 system and its properties and facilities, and the professional activities of  
11 its employees;
- 12
- 13 2. To hire all employees and subject to the provisions of law, to determine  
14 their qualifications, and the conditions for their continued employment,  
15 or their dismissal or demotion; and to promote, and transfer all such  
16 employees;
- 17
- 18 3. To establish grades and courses of instruction, including special  
19 programs, and to provide for athletic, recreational and social events for  
20 students, all as deemed necessary or advisable by the Board;
- 21
- 22 4. To decide upon the means and methods of instruction, the selection of  
23 textbooks and other teaching materials and the use of teaching aids of  
24 every kind and nature;
- 25
- 26 5. To determine class schedules, the hours of instruction, and the duties,  
27 responsibilities, and assignments of teachers and other employees with  
28 respect thereto and nonteaching activities and the terms and conditions  
29 of employment;
- 30
- 31 6. To exclude from tenure all extra compensation positions during the  
32 school year, and all employment in summer programs.

33  
34 The exercise of the foregoing powers, right, authority, duties and responsibilities  
35 by the Board, the adoption of policies, rules, regulations and practices in furtherance  
36 thereof and the use of judgment and discretion in connection therewith shall be limited  
37 only to the extent such specific and express terms hereof are in conformance with the

1 Constitution and laws of the State of Michigan and the Constitution and laws of the  
2 United States.

### 3 **ARTICLE IV**

#### 4 **Professional Compensation**

5 A. The salaries of teachers covered by the Agreement are set forth in Schedule A  
6 which is attached to and incorporated in this Agreement. Such salary schedule shall  
7 remain in effect for the stated duration of this agreement.

8 B. The salary is based upon a normal weekly teaching load, as hereinafter  
9 defined in Article V, Part A during normal teaching hours. In the event a teacher  
10 works part time on a regular basis, he/she shall receive a prorated salary from the  
11 salary schedule based on the amount of time he/she works. For extra work the teacher  
12 shall be entitled to additional compensation, as defined in Schedule B.

13 C. All teacher salaries should be spread over twenty-one (21) or twenty-six (26)  
14 pay periods at the bargaining unit member's option on a bi-weekly basis. The  
15 bargaining unit member shall notify the district on the appropriate form during the  
16 first week of school of the school year in which the change is to take effect. Once the 21  
17 or 26 pay periods has been elected by the bargaining unit member he/she shall  
18 continue with the option selected for the remainder of the year unless administrative  
19 approval has been obtained to change it. Newly hired employees shall select the option  
20 upon being hired.

21 D. A teacher engaged during the school day in contract negotiations on behalf of  
22 the Association with any representative of the Board or participating in any  
23 professional grievance, including arbitration, shall be released from regular duties  
24 without loss of salary.

1 E. A teacher or teachers shall be released from regular duties without loss of  
2 salary for the purpose of participating in area, regional, or state meetings of the  
3 Michigan Education Association, not to exceed a total of ten (10) days for all  
4 certificated personnel in any one school year. These days shall be used at the  
5 discretion of the SEA President for the purposes intended upon three (3) days  
6 notification, except in case of emergency. Use of these days shall be based on the  
7 availability of qualified substitutes. A "qualified" substitute shall be defined as a  
8 substitute teacher on the school's substitute list. Not more than three (3) days shall be  
9 taken consecutively by any one person without the prior approval of the  
10 superintendent. The association shall reimburse the employer for the cost of the  
11 substitute and the employee's retirement for the days beyond ten (10).

12 F. The salary of teachers who are employed under a program which is wholly or  
13 partially reimbursed by Federal or Special State Funds may be adjusted by the Board of  
14 Education consistent with state practices.

15 G. Credit for graduate hours beyond the BA/BS or MA degrees and the earning  
16 of a Master's degree shall be credited to the employee by salary schedule adjustment  
17 beginning at the next semester following confirmation of the credit for graduate hours  
18 beyond the BA/BS or MA degree or credit hours. Bargaining unit members attending  
19 summer sessions shall be credited in the fall of that year if evidence of credit or an  
20 advanced degree is presented during the first week of school.

21 H. The salary schedule pay is based on a school year as per state guidelines.

22 I. In determining the initial salary of a teacher, who begins his work in the  
23 Stephenson Area Public Schools after teaching in other schools, full credit will be given  
24 for the first three (3) years, year for year. A fraction of one-half or greater shall be



1 counted as a whole year of service.

2 J. Each year of military service following teacher certification will count as one  
3 full year of teaching up to three (3) years.

4 K. If, for any reason, an employee is to be docked a day's pay, the formula used  
5 to compute the docked or lost wages shall be to divide the number of teacher  
6 contracted days into the employee's listed base salary on the particular salary schedule  
7 and step that person holds. In the event of deduction of pay or in hiring part-time  
8 employees, a fraction of one-sixth (1/6) or divisions thereof shall be used to determine  
9 employee hourly pay amounts in prorating pay for partial day employees from the  
10 above formula for determining a day's pay amount. This clause in no way impairs the  
11 employment practices of the Board.

12 L. Teachers who are working before or after regular school hours on curriculum  
13 or other related projects (ex. MiBlisi, Credit Recovery, School Improvement, etc.) are  
14 to be compensated at the current Drivers Education rate (see Schedule B). Paid hours  
15 will be only those approved by a building level administrator (Principal, not a Building  
16 Coordinator). Prior approval and proper paperwork must be attained and completed  
17 for pay. Released time during the regular teaching day, extended days as negotiated,  
18 inservice days, time compensated elsewhere such as through the ISD or grant projects,  
19 department head responsibilities, Special Ed IEPC's, or other similar times are not  
20 eligible for extra compensation.

21 **ARTICLE V**

22 **Teaching Hours**

23 A. The teacher's normal teaching hours in the Stephenson Area Public Schools  
24 System shall be as follows:

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1. Teachers at assigned building no later than 7:45 a.m.
2. Teachers will commence working or be at their work stations by 8:00 a.m. SES, 8:10 a.m. SHS and SMS.
3. The school day shall end at 3:10 p.m. SES, 3:20 p.m. SHS and SMS, however, this time may vary by building to accommodate additional time added to the calendar. Elementary teachers may leave at the end of their teaching day provided students are adequately supervised by teachers during bus departure. For the purposes of this Agreement, three (3) teaching periods shall constitute one-half(1/2) day in the high school as fifty(50%) percent of the teacher's day shall be one-half(1/2) day in the elementary schools.
4. Faculty meetings may be held on the second Wednesday of each month from 3:30 p.m. to 4:00 p.m., if necessary. The administrator will distribute agendas to the teacher no later than two days in advance. Teachers may suggest items for the agenda. Teachers are expected to attend the meeting unless excused in advance by the administrator. A second staff meeting may be held. This second meeting could consist of a department meeting, grade level, building level, or full staff. Any one of these meetings called by the principal (not building coordinator) would be the second meeting for the entire staff. Example: A full staff meeting at the high school and an English staff meeting would constitute the two meetings for the high school. Elementary - full staff meeting and the third grade teachers would constitute two meetings. (Reminder: Meetings could be at 7:45 a.m. in the morning.)
5. When, in the judgment of the Superintendent of Schools, hazardous weather conditions prevent the opening of schools in the District, the school buildings will remain open for use by teachers who can reach them. Notice of closing will be given through radio stations listed in the "Emergency School Closing Administrative Procedures" updated annually and posted in each teacher's workroom. On such days teachers are requested to tune in to the local radio stations.

In the event school is closed under the authority of Section 101(3) of the State School Aid of 1984 prior to the start of school, and State Aid is lost for the day, bargaining unit members shall make up such days during remaining vacation days by mutual agreement with the Association or at the end of the school year. If school is called off after employees have reported for work but prior to noon, employees shall be paid a pro-rated amount based on their day's pay rate for the additional hours of work, determined from student dismissal time, if a full day must be made up at a later time. If the State law reverts to its former condition, in accordance with the past practice of the district, bargaining unit

1 members need not report to school or for work on such days and shall  
2 not suffer any diminution of pay for such inability to report.

3  
4 7. Employees shall dress in a manner appropriate to their work station.  
5

6 The Board recognizes the principle of a standard forty-hour work week and will, so  
7 far as possible, set work schedules and make professional assignments which can  
8 reasonably be completed within such standard work week. The Board will not require  
9 teachers regularly to work in excess of such standard work week within or outside of  
10 any school building.

11 B. Arrangement will be made to provide for a duty-free, uninterrupted lunch  
12 period by making every effort to secure volunteer adults or assigning student  
13 assistants.

14 C. Elementary teachers in grades kindergarten through five inclusive will be  
15 provided two fifteen minute recess periods per day.

16 D. Elementary recess periods are to be assigned by the Building Coordinator or  
17 elementary principal.  
18

19 **ARTICLE VI**

20 **Teaching Loads and Assignments**

21 A. Commencing 2010-11, the normal teaching load of all regular 6-12 secondary  
22 classroom teachers consists of a teaching assignment of five (5) class periods and  
23 one(1) preparation period, consistent with the provisions of Article V, Section A.  
24 Should any change be deemed appropriate by the Board, it will negotiate the change  
25 with the Association. Each full-time secondary teacher shall be entitled to a single  
26 preparation period each day. Such teachers working half-time or more in levels six (6)  
27 to twelve (12) shall be entitled to prorated preparation time according to the number of

1 classes taught.

2 B. The normal teaching load of the regular K-5 classroom teachers will be based  
3 on the teaching grade assignment.

4 C. Since pupils are entitled to be taught by teachers who are working within their  
5 area of competence, teachers shall not be assigned, except temporarily and for good  
6 cause, outside the scope of their teaching certificates or their major or minor field of  
7 study. The Association agrees that bargaining unit members shall meet state and  
8 federal standards for certification and qualifications.

9 D. The administration agrees to provide all teachers with tentative teaching  
10 schedules/assignments on or before May 20 of each school year. A final schedule will  
11 be sent to teachers on or before seven (7) days prior to the start of school of each school  
12 year. The final schedule will not be changed except in cases of emergency. Individual  
13 teachers may request a voluntary transfer any time prior to August 1; such teachers  
14 must submit the request in writing to the appropriate administrator by August 1 of  
15 each school year.

16 E. Employees requested to substitute for other bargaining unit members during  
17 their daily preparation period can voluntarily agree to accept such duty to cover  
18 another teacher's absence from class. In the event there is no volunteer available and it  
19 becomes necessary for the appropriate building administrator to assign another  
20 teacher to cover an absent teacher's class, he/she will be reimbursed at a rate of drivers  
21 ed rate per class. Reimbursement for a fractional class period will be prorated based  
22 on actual time spent in the classroom.

23 F. Bargaining unit members and administrators shall be mutually responsible  
24 for creating and maintaining conditions conducive to learning and the maintenance of

1 discipline.

2 G. On the second Thursday of September, December, March, and May, at  
3 3:30 p.m. in the district office, the Association Executive Committee and  
4 administration, including the superintendent, will meet to address Master  
5 agreement issues, current or anticipated. The superintendent of schools will  
6 send a reminder e-mail one week ahead of time asking for agenda items to be  
7 returned to him/her. On the Monday preceding the meeting day, the  
8 superintendent will e-mail a copy of the agenda to each member of the  
9 Quarterly Conference Team, or e-mail a cancellation notice if no items are  
10 received 48 hours before the start of the meeting. Minutes will go to Association  
11 members, Administration and all Board members. The District is responsible  
12 for recording and distribution of the approved minutes.

13 H. One teacher paid  $1/5$  their rate of pay, may agree to teach during their prep  
14 period. This would be based on need as determined by the administration and  
15 seniority, qualification and certification.

16 I. Middle school/ High school personnel who participate in the lunch supervision  
17 rotation are eligible for one (1) additional discretionary day. (See guidelines for  
18 discretionary days.) The number of days staff would work per school year will vary  
19 according to the number of staff who signs up for the rotation.

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## 24 ARTICLE VII

### 25 Teaching Conditions

26 The parties recognize that the availability of optimum facilities for both student

1 and teacher is desirable to insure the high quality of education that is the goal of both  
2 teacher and the Board. It is also acknowledged that the organization of the school and  
3 the school day should be directed at insuring that the energy of the teacher is primarily  
4 utilized to this end.

5 A. Because the pupil-teacher ratio is an important aspect of an effective  
6 educational program, the parties agree that class size should be lowered wherever  
7 possible.

8 B. Elementary schools, grades kindergarten through five inclusive should be as  
9 follows wherever possible:

- |    |                              |           |
|----|------------------------------|-----------|
| 10 | 1. Kindergarten              | 22 pupils |
| 11 | 2. Elementary school grades  | 27 pupils |
| 12 | 3. Special education classes |           |

13 The number of pupils shall be as  
14 provided by the applicable guidelines  
15 of the state of Michigan. The receiving  
16 elementary or grade level teacher will  
17 be present at IEPC and have input.  
18

19 C. In secondary grades, six through twelve inclusive, the ratio of pupils to  
20 teachers and other professional staff members of the high school shall not exceed 27 to  
21 1 wherever possible. The administration will try to achieve the best or manageable  
22 balance possible in both elementary and secondary grades. Only a staff member's time  
23 actually devoted to duties in the high school may be counted in determining the pupil-  
24 teacher ratio.

25 D. The Board recognizes that appropriate texts, library reference facilities, maps  
26 and globes, laboratory equipment, audio-visual equipment, questionnaires, and similar  
27 materials are the tools of the teaching profession. The parties will confer from time to  
28 time for the purpose of improving the selection and use of such education tools. The

1 Board agrees at all times to request teacher participation in the selection of  
2 instructional equipment and teaching supplies.

3 E. If funds are available, elementary K-5 teachers will be relieved of bus duty  
4 and responsibilities in the cafeteria. Such responsibilities may be assigned to teacher  
5 aides. These responsibilities may include inventorying of supplies and equipment,  
6 collecting money for milk and lunch, and similar nonprofessional responsibilities.

7 F. The Board shall make available in each school adequate lunchroom, rest  
8 rooms and lavatory facilities exclusively for teacher use and at least one room,  
9 appropriately furnished, which shall be reserved for the faculty.

10 G. Communications with parents, other schools, and organizations being  
11 essential to a positive school, a private uninterrupted phone station for school business  
12 only will be provided as designated for a teacher's use.

13 H. The Association is granted the privilege of installing appropriate vending  
14 machines in the teacher's workroom, the proceeds to be used for the existing Teachers'  
15 Fund. The District shall incur no liability for monitoring of such funds from the  
16 vending machines.

17 I. Adequate parking facilities shall be made available to teachers. Designated  
18 (marked to separate students from faculty) parking areas will be monitored by building  
19 principal during the school day.

20 J. Notwithstanding their employment, teachers shall be entitled to full rights of  
21 citizenship and no religious or political activities of any teacher or the lack thereof shall  
22 be grounds for any discipline or discrimination with respect to the professional  
23 employment of such teacher. The private and personal life of any teacher is not within  
24 the appropriate concern or attention of the Board.

1           K. The provisions of this Agreement and the wages, hours, terms and conditions  
2 of employment shall be applied without regard to race, creed, religion, color, national  
3 origin, age, sex, handicap, or marital status or membership in or association with the  
4 activities of any employee organization. The Board and the Association pledge  
5 themselves to seek to extend the advantages of public education to every student  
6 without regard to race, creed, religion, sex, handicap, color or national origin and to  
7 seek to achieve full equality or educational opportunity to all pupils.

8           L. The middle school will select one middle school staff member to serve in the  
9 middle school lead position and each department in the secondary school will select  
10 one staff member to serve as department chairperson(s) for the school year; selection  
11 to be made prior to the end of the second week of the school year. Lead position and  
12 department chairperson(s) positions are rotated on a yearly basis, if desired. The  
13 duties and responsibilities of the department head will be determined by the Building  
14 Principal following input from the teachers concerned, and will be submitted to each  
15 member of the department. In the event a chairperson(s) is not selected, the Building  
16 Principal will appoint a chairperson(s). If a bargaining unit member so appointed does  
17 not wish to be appointed, he/she shall have the right to decline the appointment.

18           Chairperson(s) will be selected as per schedule B for academic and support areas.  
19 The makeup of each department will be mutually developed by the administration and  
20 the SEA. The position of department chairperson will be a paid position.(delete)

21           Tenured teachers are not required to submit lesson plans. Each teacher however,  
22 will have lesson plans for a "sub" in the event of the teacher's absence. Emergencies  
23 will be dealt with on an individual basis. (Note: If a teacher is absent and there are no  
24 available lesson plans at the teacher's work site, it is expected that a teacher would



1 either send appropriate lesson plans to the school principal or secretary with another  
2 teacher, family member, or friend. If this is not possible the teacher may FAX or  
3 telephone in the lesson plans to the school principal or secretary to fulfill the  
4 requirement of this section.

5 Non tenured teachers are required to submit weekly written lesson plans to the  
6 Building Principal Monday morning by 8:30 A.M.

7 N. The Board of Education shall provide substitute personnel in the event the  
8 elementary music, gym, computer, Spanish, or art teacher is absent. These teachers  
9 will have a "generic" lesson plan on file.

10 O. For the purposes of this Agreement, a communicable disease shall be as  
11 defined by the Michigan State Health Department. In the event that a child with an  
12 ongoing or chronic communicable disease is allowed by policy or law to attend school,  
13 all employees potentially having contact with the student shall be notified, unless  
14 compelled by law otherwise. The Board shall provide inservice instruction or training  
15 in hygienic practices and management to employees coming into contact with such  
16 students.

17 The Board agrees to indemnify bargaining unit members against any damages,  
18 fines, legal fees, or other costs that may result as a consequence of following Board  
19 policy and/or inservice instruction regarding management of students with  
20 communicable diseases.

21 Any employee contracting a communicable disease shall have no fewer rights to  
22 continued employment with the employer than the rights afforded to a student to  
23 attend school. Such employees shall have the right to continue working as long as  
24 his/her personal physician certifies that he/she is able to continue unless there is

1 contrary intervention by the Michigan Department of Health. The employer shall have  
2 the right to request a second medical opinion at its own expense.

3 P. Elementary teachers will be responsible to provide one (1) evening program  
4 during the school year.

5 Q. A Mentor Teacher shall be defined as a Master Teacher, a college professor, or  
6 a retired Master Teacher as identified in section 1526 of the School Code as in effect or  
7 as amended, and shall perform the duties of a Master Teacher as specified in the code.

8 Each teacher in his/her first three (3) years in the classroom shall be assigned a  
9 Mentor Teacher in a joint decision by the Association and Administration; who can  
10 offer assistance, resources, and information in a nonthreatening collegial fashion.

11 A Mentor Teacher shall be assigned in accordance with the following:

- 12 a) Participation as a Mentor Teacher shall be voluntary.
- 13 b) The District shall immediately notify the Association of those  
14 members requiring a mentor assignment or any mentor change.
- 15 c) The assignment of the Mentor Teacher shall be finalized within the  
16 first month of school.
- 17 d) Every effort shall be made to match Mentor Teachers and Mentees  
18 who work in the same building and have the same area of  
19 certification.
- 20 e) Mentees shall only be assigned to one (1) Mentor Teacher at one  
21 time.
- 22 f) The Mentor Teacher assignment shall be for one (1) year subject to  
23 review by the Mentor Teacher, Mentee, and Administration at the  
24 end of each semester. The appointment may be renewed in

1 succeeding years.

2 g) Mentor Teachers will be paid an annual stipend of \$100 per mentee.

3 **ARTICLE VIII**

4 **Vacancies and Promotion**

5 A. A vacancy shall be defined as any position, either newly created or a present  
6 position, that is not filled, which the Board intends to fill. Whenever any vacancy in  
7 any certificated professional position in the district shall occur, the Board shall  
8 publicize the same by giving ten (10) days written notice of such vacancy to the  
9 Association and to the Building Coordinator or Principal of Schools in each school  
10 building. No vacancy shall be filled, except in case of emergency on a temporary basis,  
11 until the Association has been notified.

12 B. Any teacher may apply for such vacancy. Each vacancy must be applied for  
13 separately. In filling such vacancy, the Board agrees to give due weight to the  
14 professional background and attainments of all applicants, the length of time each has  
15 been in school system of the District, and other relevant factors. An applicant with less  
16 service in the system shall not be awarded such position unless his qualifications  
17 therefore shall be substantially superior to applicants with greater service. The Board  
18 declares its support of a policy of promotions to supervisory and executive levels.  
19 "Service" in the system, for purposes of this Agreement, shall mean continuous  
20 employment in a school of the District, irrespective of tenure status, but shall exclude  
21 all periods when the teacher was on leave of absence.

22 C. Provision will be made for consultation between the Board of Education,  
23 Administrators and Association on subjects relating to dismissal, transfer, demotion  
24 and promotion of professional personnel. Final decision will remain with the Board of

1 Education.

2 D. With respect to any vacancy that becomes open during the school year, either  
3 permanently or temporarily, the Administration shall have the right to fill that position  
4 with a substitute teacher on a temporary basis until the end of that semester at which  
5 time the position would be posted if it is a permanent vacancy.

6 **ARTICLE IX**

7 **Consolidation - Annexation**

8 In the event that this school district shall be combined by consolidation or  
9 annexation with one or more districts, the Board of Education will use its best efforts  
10 to assure the continued employment of the members in the new and reorganized  
11 school district.

12  
13 **ARTICLE X**

14 **Reduction in Personnel**

15 A. No later than thirty (30) days following ratification of this Agreement, and by  
16 September 30th thereafter, the Employer shall prepare and post in every building of  
17 the district a seniority list. Bargaining unit members shall be ranked on the seniority  
18 list from most senior to least senior. If a bargaining unit member does not object to  
19 his/her placement on the seniority list within thirty (30) days of the posting, that list  
20 shall become final for the purpose of reduction in personnel for that school year.

21 B. Seniority shall be defined as length of service within the bargaining unit as of  
22 the bargaining unit member's first day of hire and as recognized as a union member.  
23 (Note" retro-pay does not equate retro seniority.) In circumstances of more than one  
24 bargaining unit member signing an individual contract on same date of hire, all such

1 individuals so affected shall participate in a drawing, conducted by the Association at a  
2 time and in a place available to bargaining unit members, to determine the affected  
3 members' placement on the seniority list. The district shall be informed of the results  
4 in writing following the drawing. Members returning from a leave or layoff in which  
5 seniority does not accrue shall be placed at the bottom of the list of members for their  
6 respective position (number of accumulated years) on the list if more than one person  
7 is listed in order for that particular position. Part-time bargaining unit members shall  
8 accumulate seniority on a prorated basis, based on the actual number of paid  
9 equivalent days worked.

10 Seniority shall be lost permanently if a bargaining unit member resigns, retires, is  
11 discharged for just cause, fails to return from an authorized leave of absence, is a  
12 probationary teacher whose contract is not renewed, or fails to respond to recall to a  
13 position for which they are certified and qualified or is permanently and verifiably  
14 disabled and will not be able to return to work.

15 If a bargaining unit member becomes disabled, he/she shall continue to accrue  
16 seniority for not more than one (1) year or up until the time the disability is certified  
17 permanent, whichever is shorter, and if the disabled member returns to work at some  
18 future date, he/she will be reinstated with the level of seniority held prior to its  
19 discontinuance.

20 C. Seniority shall continue to accumulate for any bargaining unit member on  
21 paid leave of absence, paid maternity leave, or sick leave. Teachers who are laid off  
22 following the end of the first semester or later during a contract year shall be  
23 considered having completed the contract year for purposes of placement on the Salary  
24 Schedule and Seniority List. No salary scale advancement shall be granted if recalled

1 during the same contract year. Individuals on unpaid leaves of absence shall not  
2 accrue seniority during such leave and the bargaining unit member shall be placed on  
3 the seniority list upon his/her return to employment in the same manner as those  
4 returning from layoff.

5 Administrators shall not accrue seniority in the bargaining unit, but shall be  
6 entitled to reinstatement of seniority held prior to becoming an administrator if the  
7 administrator is returned to active membership in the bargaining unit, provided  
8 his/her employment in the district has been continuous as per tenure law.

9 D. In the event of a general cutback or reduction of teachers through layoff from  
10 employment, the following will be utilized by the Board or its designee. If there is no  
11 mutual agreement following discussion as stipulated in Section E below, all bumping  
12 within the bargaining unit shall take place within fifteen (15) calendar days of Board  
13 action.

- 14 1. Teachers holding permits in the specific positions being reduced or  
15 eliminated will be laid off first, provided there are fully certificated  
16 teachers to replace and perform all of the duties of the laid-off teachers.  
17
- 18 2. If reduction is still necessary, then probationary teachers in the specific  
19 positions being reduced or eliminated will be laid off, provided there are  
20 fully qualified, fully certificated teachers to replace and perform all of the  
21 duties of the laid-off teachers.  
22
- 23 3. If reduction is still necessary, the teachers in the specific position being  
24 reduced or eliminated will be laid off in accordance with the following  
25 factors:

26  
27 Seniority, certification, and qualifications shall be used to determine any  
28 layoff. All three factors shall be given equal weight, and the teacher who  
29 has the lowest ranking will be first laid off. If two or more teachers have  
30 an equal ranking, the teacher with the least seniority shall be first laid off.  
31 If a position is eliminated, the surplus employee shall be allowed to  
32 bump a person of lesser seniority in the bargaining unit, provided he/she  
33 is certified and qualified to fill the position of the employee being  
34 bumped. Such bumping shall occur by the effective date of the layoff.  
35

1 "Qualifications" shall be defined to include only the following:

- 2
- 3 a. Advanced credit hours beyond minimum certification requirements.
- 4
- 5 b. Number of years of K-12 public education teaching experience out of
- 6 the District.
- 7
- 8 c. Educationally related workshops and/or professional training in
- 9 areas related to bargaining unit member's employment.
- 10
- 11 d. Past performance as revealed through formal evaluations.
- 12

13 Except in the event of an emergency, bargaining unit members shall be given at

14 least thirty (30) days advance written notice of layoff prior to the effective date of the

15 layoff. An emergency for the purposes of this Article shall be defined as an event or

16 occurrence which results in extensive physical damage to school property; (i.e., fire,

17 plumbing breaks, and vandalism) which are of such a nature that they could not have

18 been anticipated in advance. Financial emergencies for the purposes of this Article

19 shall be defined as the loss of two and five-tenths (2.5%) percent or more of the K-12

20 students as verified by the Official Count Days or most recent count for that year; or if

21 the base grant is frozen at the previous year rate or is reduced from the previous year

22 rate; or if a millage fails after the start of the school year.

23 Any tenured employee on layoff shall be entitled to recall for up to three (3) years,

24 any non-tenured employee on layoff shall be entitled to recall for up to the length of

25 his/her seniority not to exceed 2 years and be reinstated to the seniority level held by

26 the bargaining unit member prior to such layoff upon his/her return to employment.

27 This will not affect employees laid off prior to July 1, 2007. The Board shall recall

28 employees in the reverse order of layoff to any position for which bargaining unit

29 member is certified and qualified. Such bargaining unit member shall be notified of

30 recall by certified letter to the bargaining unit member's last known address of record.

1 The bargaining unit member shall have ten (10) days from receipt of such certified  
2 letter to notify the district superintendent of acceptance or rejection of such position.  
3 Rejection of a position shall not restrict the bargaining unit member's right to recall or  
4 retention of seniority rights provided the position rejected was not a full time position  
5 or equivalent in time to the position previously occupied by the bargaining unit  
6 member.

7 E. Before official action on a reduction of teachers is taken by the Board of  
8 Education, it will give written notice to the Association President by certified mail  
9 return receipt requested of the contemplated reduction and afford the Association  
10 opportunity to discuss it with the employer. Such notification shall be given to the  
11 Association President at least ten (10) calendar days prior to any official Board action.  
12 As soon as the names of the teachers to be laid off are known, a list of such names shall  
13 be given to the Association. Such notification shall be given to the Association  
14 President at least 10 calendar days prior to any official Board action.

15 F. In the event the Association questions the decision of the employer as to  
16 specific teachers involved in layoff, bumping or in the filling of vacant positions, the  
17 Association shall put such concerns in writing to the Superintendent. The employer,  
18 following receipt of the Association request, will set forth in writing to the Association  
19 President its reason for its action. It is understood, however, that the Association's  
20 request for this information is reasonable, timely, and intended in good faith.

21 G. If the employer fails or refuses to comply with Section E and F above, or if the  
22 reasons assigned clearly demonstrate that the employer acted arbitrarily or  
23 capriciously, the Association has the right to utilize the grievance and arbitration  
24 procedure to seek relief. If the employer does comply with Section E & F, the



1 Association cannot utilize the grievance and arbitration procedure.

2 H. Those teachers on leave of absence shall notify the superintendent's office by  
3 April 15 of the current school year of his intent to return to the Stephenson School  
4 District the following year or his leave shall be terminated. It is the teacher's  
5 responsibility to keep his address with the Personnel Office current.

6 1. Other Conditions

- 7 a. Leaves of absence without pay will be automatically granted to any  
8 and all personnel affected by a reduction in staff. These leaves of  
9 absence shall not prohibit the teachers from seeking and accepting  
10 gainful employment elsewhere and shall not be terminated for that  
11 reason except on written request of the teacher.  
12  
13 b. During said leave of absence the teacher shall receive no insurance  
14 benefits at Board expense, but may elect to continue insurance  
15 benefits by paying the premiums directly to the carrier. This section  
16 is contingent upon approval by the insurance carrier.  
17  
18 c. During said leave of absence such teacher's seniority shall remain  
19 unbroken despite such leave, but shall not accumulate. His  
20 accumulated sick leave shall not be canceled, but shall remain  
21 credited to him.  
22  
23 d. Any teacher who would have qualified for retirement during the  
24 reduction year shall be permitted to teach that year so as to acquire  
25 needed service.  
26  
27 e. The leave of absence for the purpose of staff reduction shall not  
28 result in loss of status or credit for previous years of service. Upon  
29 return to the district he shall assume the position on the salary  
30 schedule previously held with no credit allowed for the leave of  
31 absence period.  
32  
33

34 **ARTICLE XI**

35 **Transfers**

36 A. The parties agree that unrequested transfers of teachers are to be minimized  
37 and avoided whenever possible.

- 1 B. Requests to transfer to vacancies occurring in the system may be made when:
- 2 1. The application is made in writing
- 3
- 4 2. The person requesting the transfer is fully qualified for the position.
- 5
- 6 3. The transfer is for the good of the system as well as the individual.
- 7

8 C. Any teacher who shall be transferred to a supervisory or administrative

9 position and shall later return to a teacher status shall be entitled to retain such rights

10 as he may have had under this Agreement prior to such transfer to supervisory or

11 executive status.

12 **ARTICLE XII**

13 **Sick Leave**

14 A. All full-time employees shall receive sick leave credit at the rate of 1.11 days

15 per school month, unless they have accumulated 125 days. At that time sick leave

16 credit shall be earned at the rate of .88 and shall become available to the teachers as is

17 earned. If during a particular illness, in any one year, an employee does not have

18 sufficient sick days accumulated, unless participating in the sick leave bank, as defined

19 below, that employee's salary shall be docked and then upon employee's written

20 request, repaid to the employee, up to the number of earned sick days, on the 21st

21 check in June of the contract year. When the maximum number of sick days are

22 reached, deductions for sick days taken will be made at the end of the school year

23 rather than on a monthly basis. However, at no time will a teacher start a school year

24 with more than the allowable maximum number of days.

- 25 1. Unused sick leave shall be cumulative to 125 days.
- 26
- 27 2. Teachers shall be given written notice of sick days available at the
- 28 beginning of the school year. The teacher shall be responsible for
- 29 keeping a running account of sick leave throughout the balance of the
- school year.

1  
2 B. There is hereby established a sick leave bank which shall be administered  
3 as follows:  
4

- 5 **1. The Association shall establish and administer the said sick**  
6 **leave bank for the benefit of teachers. The superintendent or**  
7 **designee will assist the association in keeping track of days in**  
8 **the sick bank and list of donors as provided by the union.**  
9
- 10 2. Each teacher shall be entitled to donate one sick day to the bank as  
11 needed. Donations will be on a purely voluntary basis. The said one sick  
12 day donated will be deducted from each participating teacher's total sick  
13 days.  
14
- 15 3. Any teacher who has used up all of his/her sick leave due to chronic,  
16 long-term or intermittent personal illness and has volunteered to  
17 participate in the bank will be entitled to use any number of sick days  
18 allotted to him/her by the Association, except that the number of days  
19 allotted shall not exceed the total number of days in the bank. The bank  
20 may not be used for maternity leave. The Sick Bank Committee may  
21 grant or deny leave days requests from the bank. Its judgment and/or  
22 decision will be final. Written approval from the Association by the Sick  
23 Bank must be provided to the payroll office before compensation will be  
24 made. It is the purpose of the sick leave bank to assist members until  
25 L.T.D. begins.  
26
- 27 4. The bank would be limited to a number of days equal to the number of  
28 teachers in the school system within the given school year unless there  
29 has been a reduction in staff. New hires will be allowed to contribute  
30 their day regardless of the number of days in the bank.  
31
- 32 5. When any teacher is making use of the days allotted to him/her by the  
33 Association from the bank, he/she will receive his regular teaching  
34 salary, and the Board will pay the substitute's salary up to the time when  
35 the total number of days allotted to the teacher by the Association from  
36 the bank has expired.  
37
- 38 6. If the total number of days is not used in a given school year, the total  
39 number of days not used shall be carried forward to the next school year.  
40 At such time, teachers can again voluntarily contribute one sick leave  
41 day to bring the total number of days in the bank up to the maximum  
42 allowed (which is defined above to be a number of teachers in the system  
43 within the school year).  
44
- 45 7. The Board shall in no way be responsible for the allocation of days from  
46 the bank to teachers or indicating the teachers who should donate days to  
47 the sick leave bank. Such matters shall be the sole and separate  
48

1 responsibility of the Association. No grievance shall be filed by the  
2 Association or any teacher on any matters which are specifically made  
3 the responsibility of the Association and not the Board in this paragraph.  
4 The Association agrees to indemnify and hold harmless the Board for  
5 damages incurred by the Board with respect to the matters made solely  
6 the responsibility of the Association and not the Board in this paragraph.  
7

8 C. Any teacher who is absent because of an injury or disease compensable under  
9 the Michigan Workers' Disability Compensation Law, shall receive from the Board the  
10 difference between the workers' compensation benefits and his regular pay for the  
11 number of days he is absent from his teaching duties up to the limit of his  
12 accumulative leave in the sick bank with subtraction of sick leave.

13 D. The Board reserves the right to request a statement from physician in case of  
14 chronic, intermittent absences or mass absences or upon evidence of abuse. If a  
15 statement from a physician is requested, any expense of such statement shall be borne  
16 by the Board of Education.

17 E. Procedure for notification of absence because of illness

- 18 1. Please notify AESOP at [www.aesoponline.com](http://www.aesoponline.com) or the Office of the  
19 Superintendent of Schools no later than one hour prior to the start of the  
20 teacher's assigned arrival time, if you plan to be absent for the day  
21 because of personal illness. (Report of Absence form must be submitted)  
22
- 23 2. The teacher's class list must be available to the substitute teacher.  
24
- 25 3. Assignments and lesson plans will be provided for the substitute teacher.  
26 (See Article 7, Section M)  
27
- 28 4. A teacher will not be charged for sick day(s) or personal leave or  
29 discretionary leave applied for in the event school is canceled on those  
30 days.  
31

## 32 **ARTICLE XIII**

### 33 **Leave of Absence**

34 A. Any teacher whose personal illness extends beyond the period compensated  
35 under Article XII shall be granted a leave of absence without pay for such time as is

1 necessary to complete recovery from such illness up to eighteen months that run  
2 concurrently with L.T.D. Charges for the use of such days shall be at the minimum  
3 rate of one-half (1/2) day per time used. Upon return from leave, a teacher shall be  
4 assigned to the same position, if available, or a substantially equivalent position. Such  
5 leave of absence must be requested by the teacher in writing upon use of accumulated  
6 sick leave. The intention to return to a teaching position during the next school year  
7 shall be made in writing prior to April 15.

8 B. Leave of absence with pay chargeable against the teacher's sick leave  
9 allowance shall be granted for the following reasons. Charges for the use of such days  
10 shall be at the minimum rate of one-half (1/2) day per time used.

- 11 1. A maximum of ten (10) days per school year for a critical illness; critical  
12 illness shall be defined as any illness serious enough to require medical  
13 attention, in the immediate family. Immediate family is interpreted to  
14 mean: mother, father, spouse, parent of spouse, brother, sister, child,  
15 grandparents, or a dependent in the immediate household; or  
16 hospitalization of a grandchild.
- 17 2. One day when emergency illness in family requires a teacher to make  
18 arrangements for necessary medical or nursing care.
- 19 3. Attendance at a ceremony awarding degree to a staff member for such  
20 portion of the day as is necessary.
- 21 4. One day, except when travel requires additional time, for attendance at  
22 the school graduation of a son, daughter, husband or wife.
- 23 5. Time necessary for attendance at the funeral of person whose  
24 relationship to the teacher warrants such attendance. Leave to be  
25 approved by the Building Coordinator or Principal of the school.
- 26 6. Death in the immediate family shall have a limitation of three days for  
27 each bereavement. Bereavement days do not have to be consecutive if a  
28 spring burial is necessary. Additional time may be granted by the  
29 Superintendent for extenuating circumstances. Immediate family shall  
30 refer to husband, the wife, or the child and the mother, father, brother,  
31 brother-in-law or the sister, sister-in-law, grandfather, grandmother, and  
32 grandchild of the employee or of the spouse. Not more than one day of  
33 Sick Leave shall be granted by the Board of Education for the death of an  
34  
35  
36  
37  
38

1                   uncle or aunt of the employee or of the spouse. Special consideration  
2                   may be granted to the employee for persons who reside with the family.

3  
4           C. Leaves of absence with pay not chargeable against the teacher's allowance  
5 shall be granted for the following reasons. Leaves of absence without pay, other than  
6 those described in this Master Agreement, shall be granted at the discretion of the  
7 district.

- 8           1. Jury duty - persons called for jury duty will be paid the difference  
9           between their pay as a juror and their regular salary. Such time as spent  
10           in jury duty will not be charged against personal business or sick leave.  
11           Any mileage fees paid by the Court to the employee may be retained by  
12           the employee without the amount being deducted from his pay.  
13  
14           2. Court appearance as a witness in any case connected with the teacher's  
15           employment or the school and involving no moral turpitude on the part  
16           of an employee as later verified by the proofs.  
17  
18           3. Time necessary for taking selective service physical examination when  
19           proof is furnished of the pending examination.  
20

21           D. A teacher shall be entitled to three (3) days of personal leave per year to be  
22 used at the employee's discretion. Two (2) additional personal leave days shall be  
23 granted when the employee accumulates 125 sick days. Any personal  
24 leave/discretionary days not used in the current school year will be allowed to  
25 accumulate as sick day(s) at the start of the new school year. Total accumulation of  
26 sick days is not to exceed 125 days.

- 27  
28           (1) Those desiring to use such leave shall submit their request to AESOP  
29           of the anticipated absence, except in cases of emergency. In such  
30           case, the employee shall apply as soon as possible. Report of  
31           Absence for must be submitted.  
32  
33           (2) Charges for the use of such days shall be at the minimum rate of one-  
34           half (1/2) day per time used.  
35  
36           (3) These days shall not be used on the first or last day of school, or to  
37           extend holidays or vacations, or on Parent-Teacher Conference days,

1 or Professional development/in-service days, unless under  
2 extenuating circumstances, to be determined individually in advance  
3 by the Superintendent of Schools. Use of these days shall be based  
4 on the availability of qualified substitutes. A "qualified" substitute  
5 shall be defined as a substitute teacher on the school's substitute list.  
6

7 (4) Days of discretion may be used during hunting season provided no  
8 more than ten (10) percent of the staff uses the leave on any one day  
9 and provided that qualified substitutes are available. If more than ten  
10 (10) percent of the staff applies for a day of discretion during hunting  
11 season for any one day, a drawing shall be held by the Association.  
12 Exceptions to the ten (10%) percent limit may be considered.  
13

14 (5) Elementary personnel who participate in the before school  
15 supervision rotation within their respective buildings are eligible for  
16 one (1) additional discretionary day. (See guidelines for  
17 discretionary days.)  
18

19 (6) Personnel who assist in moving of their classroom are eligible for two  
20 (2) additional discretionary days.  
21

22 (7) Guidance counselor is eligible for two (2) additional discretionary  
23 days.  
24

25 (8) 2010-2011 - Teaching personnel receive two (2) elective days.  
26 Guidelines for use of these days are as follows:

- 27 1. Cannot be used in May
- 28 2. Cannot be carried over to next year
- 29 3. Cannot be used on Professional Development Days
- 30 4. An irrevocable decision by September 10, 2010 must be made by  
31 the employee to receive \$100 cash per day (employee pays Social  
32 Security, \$92.89 take home pay per day) or take the elective days
- 33 5. Guidelines for use are the same as for personal/discretionary days
- 34 6. This sunsets at the end of this contract

35 E. Leave of absence without pay shall be granted upon application for the  
36 following purposes providing a qualified replacement can be found:

- 37 1. Study related to the teacher's licensed field.
- 38 2. Study to meet state certification other than that held by the teacher.
- 39 3. Study, research, or special teaching assignment involving probable  
40 advantage to the school system.  
41

42 F. Military leave of absences shall be granted in accordance with applicable law.  
43

44 G. The Board may grant up to one (1) year leave of absence without pay for  
45

1 pregnancy or adoption. Upon completion of leave, the teacher shall be assigned to the  
2 same position or a substantially equivalent position.

3 Details regarding when the teacher should cease employment, or return to  
4 employment will be determined by the circumstances in each case and determined by  
5 the administration and the employee with the advice and assistance of a physician.  
6 This leave shall not result in a break in continuous service in the district (seniority) for  
7 leaves not exceeding one semester. In case of a leave exceeding one semester, the  
8 teacher shall retain the seniority she had at the date of the commencement of the leave  
9 of absence.

10 In lieu of this provision a teacher may elect to utilize the sick leave provisions of  
11 Article XII.

12 In the event the adopting agency requires a period of child care as a part of the  
13 adoption procedure, the employer will grant an unpaid leave of absence for the period  
14 of time required by the adopting agency.

15 H. (Sabbatical Leave) No specific provisions are made for the sabbatical leave of  
16 the regular employees. Each case will be considered and judged on its own merits.

17 I. When a regular employee qualifies for retirement, is laid off, or severs  
18 employment after 20 years of service, the Board of Education shall pay to the employee  
19 the amount equivalent up to  $\frac{1}{2}$  the current substitute teacher rate per day for an  
20 amount equivalent to accumulated sick leave days not used. Any employee who starts  
21 their last year of employment with the maximum number of accumulated sick leave  
22 days, shall be awarded the full ten (10) days at the end of his or her retirement year.

23 J. (Professional Leave) School employees who are elected or appointed as  
24 delegates, committeeperson, or officers of professional and educational organizations



1 may be approved by the Board of Education for time off from school duties without  
2 loss of pay to attend the professional meetings. Each request shall be judged on its  
3 own merits.

4 K. Dental work scheduled during the teaching day will not be considered under  
5 sick leave unless a signed statement by the dentist is presented to the office prior to  
6 taking leave from work indicating it is impossible for the dentist to make appointments  
7 at times other than the teaching day. This restriction applies only to normal checkups  
8 and cleaning, and shall not apply to those occurrences when the employee is in pain or  
9 need of dental work.

10 L. Medical checkups scheduled during the teaching day will not be accepted for  
11 sick leave. Beyond 75 miles will be accepted if a statement is provided by the family  
12 physician that the checkup is necessary immediately and cannot be arranged at recess  
13 periods during the school year including Thanksgiving, Christmas, Easter, and  
14 summer. This restriction applies only to regular physical checkups and not to  
15 diagnostic checkups or when the employee is ill or injured, or is being fit into the  
16 physician's schedule for necessary medical diagnosis.

17 M. Leave of absence will be granted as per FMLA. Information about FMLA may be  
18 found at <http://www.dol.gov/esa/regs/statutes/whd/fmla.htm#content>

19

20

## ARTICLE XIV

21

### Teacher Evaluation

22

23

24

A. All monitoring or observation of the work performance of a teacher shall be  
conducted openly and with full knowledge of the teacher. The use of eavesdropping,  
closed circuit television, public address, computer or audio system, and similar

1 surveillance devices shall be strictly prohibited unless mutually agreed upon by the  
2 teacher and administration. The appropriate administrator will notify the local  
3 Association President of each occurrence.

4 B. No teacher shall be disciplined, reprimanded, reduced in rank or  
5 compensation or deprived of any professional advantage without just cause. This  
6 section shall not apply to a decision by the Board of Education concerning the non-  
7 renewal of a probationary teacher's contract, the same being within the discretion of  
8 the Board of Education as provided by law.

9 C. Evaluation - To Improve Services

- 10 1. The administration shall be responsible for written evaluations of all  
11 teachers, probationary and tenure.  
12  
13 2. Teachers may be evaluated in writing once each semester, unless specific  
14 recommendations for improvement have been indicated and discussed  
15 with the teacher, in which case further evaluations may be conducted.  
16 The teacher shall have the right to request a different administrator  
17 perform the subsequent evaluations without the right of selection. This  
18 provision shall not restrict the administration in observing the teacher in  
19 the classroom or in the number of observations.  
20  
21 3. The teacher shall be notified no later than the morning of the formal  
22 evaluation. Prior to a formal evaluation the administrator shall meet  
23 with the bargaining unit member at a reasonable time for a pre-  
24 evaluation conference for the purpose of discussing the methods and  
25 materials the teacher will be using during the evaluation period.  
26 Following the evaluation a post evaluation conference shall be held prior  
27 to completion of a formal written evaluation to discuss the teacher's  
28 performance. This paragraph is in no way meant to discourage or limit  
29 administrators from observing teachers or stopping in at their  
30 classrooms.  
31  
32 4. The teacher shall be provided with a copy of a formal evaluation report.  
33  
34 5. Any teacher receiving substandard evaluations that may lead to dismissal  
35 shall be provided with definite, positive assistance to rectify professional  
36 difficulties. The teacher shall be provided a reasonable time to effect the  
37 recommendations for improvement, except this section shall not apply to  
38 probationary teachers who are being evaluated pursuant to the Michigan  
39 Teachers/Tenure Act concerning renewal or non-renewal of their

1 employment.

2  
3 6. Should an employee feel that he has been misjudged in his/her final  
4 evaluation, he/she may present his/her case in writing and/or in person  
5 to the Superintendent, and the written response of the teacher shall be  
6 placed in the teacher's personnel file.

7  
8 7. The Teacher Performance Assessment Tool, as negotiated, shall be used  
9 to determine merit pay. The current 2010-2011 Teacher Performance  
10 Assessment Tool and the merit pay dollar amount sunsets with the end of  
11 this contract, June 30, 2011.

12 a. Merit Pay for 2010-1011 will be \$1.00, based on a minimum of  
13 80% total score, utilizing the Teacher Performance Assessment Tool

14  
15 **ARTICLE XV**  
16 **Protection of Teachers**

17 A. Since the teacher's authority and effectiveness in his/her classroom is  
18 undermined when students discover that there is insufficient administrative backing  
19 and support of the teacher, the Board and the administration recognizes its  
20 responsibility to give all reasonable support and assistance to teachers with respect to  
21 the maintenance of control and discipline in the classroom. The Board further  
22 recognizes that the teacher may not fairly be expected to assume the role of special  
23 counselors, social workers, law enforcement personnel, physicians or other  
24 professional persons for emotionally disturbed students. Whenever it appears that a  
25 particular pupil requires the attention of special counselors, social workers, law  
26 enforcement personnel, physicians or other professional persons, the Board will take  
27 steps to aid the teacher with respect to such pupils.

28 Teacher(s) will make reasonable efforts to work with special counselors, social  
29 workers, law enforcement personnel, physicians, or other professional persons in  
30 regards to students who have special diagnosed problems. Bargaining unit members  
31 and administrators shall be mutually responsible for creating and maintaining  
32 conditions conducive to learning and the maintenance of discipline.

1 B. Any case of assault upon a teacher shall be promptly reported to the Board  
2 through its designated representative. The Board will render all reasonable assistance  
3 to the teacher in connection with handling of the incident by law enforcement and  
4 judicial authorities.

5 C. If any teacher has a formal, legal complaint lodged against him/her, or is sued  
6 for reason of disciplinary action taken by the teacher against a student, the Board will  
7 render all reasonable assistance to the teacher in his defense, providing the actions  
8 taken by the teacher were in compliance with P.A. 451 of 1989, MC. 380.1312, Corporal  
9 Punishment.

10 D. Time lost by a teacher in connection with any incident mentioned in this  
11 Article shall not be charged against the teacher providing the teacher has been found  
12 innocent of all charges.

13 E. Teachers shall be expected to exercise reasonable care with respect to the  
14 safety of pupils and property.

15 F. The building level coordinator/principal will provide teachers access to a  
16 confidential list/file of students with diagnosed health and emotional problems on a  
17 need to know basis.

18

19

## ARTICLE XVI

20

### Negotiation Procedures

21 A. The parties intend this Master Agreement to cover any and all problems and  
22 questions arising between them. It shall specifically be unnecessary for any party to  
23 negotiate or bargain upon any area covered or not covered by the terms of this  
24 Agreement. In all such instances, no new area shall be bargained or negotiated upon,

1 until this Agreement shall have been lawfully terminated or has expired, or until there  
2 shall be mutual written agreement by and between the parties.

3 B. In the event the salary schedule is reopened for negotiations by either party,  
4 as provided in Article II of this Agreement, the parties will promptly negotiate for the  
5 purpose of reaching an agreement covering wages, hours, terms, and conditions of  
6 employment of teachers employed by the Board.

7 C. The Board, through its authorized representative, may employ teachers to fill  
8 vacancies for the subsequent school year under the provisions of the Master  
9 Agreement in force. However, teachers so hired will be subject to the Master  
10 Agreement approved subsequent to the date of employment.

11 D. In any negotiations described in this Article, each party shall have control  
12 over the selection of its negotiation or bargaining representatives from within or  
13 outside the school district. It is recognized that no final agreement between the parties  
14 may be executed without ratification by a majority of the Board of Education and by a  
15 majority of the membership of the Association, but the parties mutually pledged that  
16 representatives selected by each shall be clothed with all necessary power and  
17 authority to make proposals, consider proposals, and make concessions in the course  
18 of negotiations or bargaining, subject only to such ultimate ratification.

19 E. If the parties fail to reach an agreement in such negotiations, either party may  
20 invoke the mediation machinery of the Michigan Employment Relations Commission  
21 (MERC) or take any other lawful measure it may deem necessary.

22 F. Letters of intent to negotiate shall be delivered not later than March 1 of the  
23 calendar year in which this agreement expires.

24

1 **ARTICLE XVII**

2 **Grievance Procedure**

3 A. Definitions

- 4 1. A grievance is a claim based upon an event, condition, or circumstance  
5 under which a teacher works; which is caused by misinterpretation,  
6 inequitable application, or alleged violation of the specific terms and  
7 conditions of this agreement. The district agrees that this is the sole  
8 agreement between the parties and that management and board policy  
9 shall comply with the intent of Public Law 379 of Public Act 1965  
10 amended.  
11  
12 2. A "party of interest" is the person or persons making the claim and any  
13 person or persons who might be required to take action or against whom  
14 action might be taken in order to resolve the problem.  
15  
16 3. The term "days" when used in this section shall, except where otherwise  
17 indicated, mean days in which school is in session for teachers.  
18

19 B. Purpose

20 The primary purpose of the procedure set forth in the Section is to secure, at  
21 the lowest level possible, equitable solution to the problems of the parties. Both parties  
22 agree that these proceedings shall be kept as confidential as may be appropriate at any  
23 level of such procedure. Nothing contained herein shall be construed as limiting the  
24 right of any teacher having a grievance to discuss the matter informally with any  
25 appropriate member of the administration.

26 C. When a cause for grievance occurs, the affected bargaining unit member(s)  
27 and/or the Association shall file a grievance in an attempt to resolve the problem.

28 Association representatives shall be appointed and/or elected according to  
29 Association policy. The Board hereby designates the principal or immediate supervisor  
30 (elementary supervisor) to act as its representative at Level One as hereinafter  
31 described and the superintendent or his designated representative to act at Level Two  
32 or during expedited grievances as hereinafter described.

- 1 1. Termination of or failure to re-employ a probationary teacher shall not  
2 be a subject of the grievance procedure; and neither shall  
3
- 4 2. The termination of services or failure to re-employ any teacher to a  
5 position on the extracurricular schedule.  
6

7 D. Written grievances as required herein shall contain the following:

- 8 1. It shall be signed by the grievant(s) or at least one Association member.  
9
- 10 2. It shall contain a synopsis of the facts giving rise to the alleged violation.  
11
- 12 3. It shall cite the Article or subsections of the contract alleged to have been  
13 violated.  
14
- 15 4. It shall contain the date of the alleged violation.  
16
- 17 5. It shall specify the relief requested.  
18  
19  
20  
21  
22

23 **LEVEL ONE**

24 Within fifteen (15) days of the alleged violation or when the alleged violation  
25 should reasonably have been discovered, the individual member(s) and/or the  
26 Association shall first meet with the immediate supervisor concerned and informally  
27 discuss the problem. A record of the subject of the discussion shall be made and  
28 signed and dated by the administrator, the grievant and/or the Association. Within  
29 five(5) days of the oral discussion, the administrator shall give his verbal answer to the  
30 employee and/or the Association. If the employee/Association is not satisfied with the  
31 answer of the administrator, the grievance shall be formally reduced to writing and  
32 advanced to the next level.

33 **LEVEL TWO**

34 If the complaint is not resolved in the conference between the affected bargaining  
35 unit member(s) and/or the Association and the administration, a formalized grievance

1 shall be advanced and submitted in writing to the Superintendent at Level Two within  
2 ten (10) days from the initial discussion. If a grievance affects more than one member  
3 or is filed by the Association in defense of the contract rather than a specific  
4 individual(s), the grievance may be expedited and begin in writing at the  
5 Superintendent's level rather than with the immediate supervisor's level without there  
6 being any claim of technical failure to follow the grievance procedure by either party.

7 The Superintendent shall answer in writing within ten (10) days of receipt of  
8 grievance. The written answer shall specifically state whether or not the  
9 Superintendent sustains or denies the grievance and the grounds for that answer and it  
10 shall be signed and dated, a copy to be transmitted to the grievant, the Association  
11 Secretary, the immediate supervisor concerned, and a copy to be placed in a  
12 permanent grievance file in this office. Within five (5) days of receipt of the  
13 Superintendent's denial, the Association and/or grievant shall advance the grievance to  
14 Level Three.

### 15 **LEVEL THREE**

16 If the bargaining unit member(s) and/or the Association is/are not satisfied with  
17 the resolution of the grievance at Level Two, the Association may elect to proceed to  
18 binding arbitration except that any claim or complaint for which there is another  
19 remedial procedure established by law shall not be subject to arbitration. If the  
20 Association advances the grievance to binding arbitration before an impartial  
21 arbitrator, it shall mail a copy of the Demand for Arbitration within twenty (20) days  
22 following receipt of the written denial of the Superintendent to the Superintendent's  
23 office. The arbitrator shall be selected by the American Arbitration Association in  
24 accord with its rules which shall likewise govern the arbitration proceeding. Both



1 parties agree to be bound by the award of the arbitrator and the fees and expenses of  
2 the arbitrator shall be shared equally by the Association and the Board.

3 The powers of the arbitrator shall be subject to the following:

- 4 1. He shall have no power to alter, add to, subtract from, disregard, or  
5 modify the specific terms of this Agreement.  
6
- 7 2. More than one grievance may not be considered by the arbitrator at the  
8 same time except upon express written mutual consent of the parties.  
9
- 10 3. Where no financial loss has been caused by the action of the Board, the  
11 Board shall be under no obligation to make monetary adjustments and  
12 the arbitrator shall have no power to order one.  
13

14 E. Right to Representation

15 Any party in interest may be represented at all meetings and hearings at all  
16 steps and stages of the grievance procedure by another teacher or another person.  
17 Provided, however: That any teacher may in no event be represented by an officer,  
18 agent, or other representative of any teacher organization other than the Association.  
19 Provided, further: When a teacher is not represented by the Association, the  
20 Association shall have the right to be present and to state its views at all stages of  
21 grievance processing.

22 F. Miscellaneous

- 23 1. During the pendency of any proceedings and until final determination  
24 has been reached, all proceedings shall be private and preliminary  
25 dispositions will not be made public without the agreements of all parties  
26 or as required by law.  
27
- 28 2. There shall be no reprisals of any kind by administrative personnel taken  
29 against any party in interest of his Association Representative, any  
30 member of the Grievance Committee, Appeal Committee, or Ad Hoc  
31 Committee, or any other participants in the procedure set forth herein by  
32 reason of such participation.  
33
- 34 3. All documents, communications and records dealing with the processing  
35 of a grievance shall be filed separately from the personnel files of the  
36 participants.  
37  
38

- 1 4. Timelines as to filing and to advance or respond to a grievance within  
2 this procedure shall be strictly adhered to by all parties unless mutual  
3 written agreement to extend a timeline has been reached and signed by  
4 the parties involved.
- 5
- 6 5. Any grievance arising hereunder shall be processed until resolution. In  
7 the event this Agreement shall have expired, the parties agree that this  
8 procedure shall continue in full force and effect during the negotiations  
9 of a successor agreement and that all grievances shall be processed by  
10 this procedure until a successor agreement has been ratified and signed  
11 by the parties at which time the terms of the new contract shall take  
12 effect and a new procedure, if any, shall be used.
- 13
- 14 6. Any agreement reached between the Association and the employer is  
15 binding on all individuals concerned and cannot be changed by any  
16 individual.
- 17
- 18 7. All preparation, filing, presentation, or consideration of a grievance shall  
19 be held at times other than when an employee or participating  
20 Association representative are to be at their assigned duty stations unless  
21 mutual consent has been obtained beforehand.
- 22

23 **ARTICLE XVIII**

24 **Retirement**

- 25 A. Retirement will be in accordance with federal and state law.

26 **ARTICLE XIX**

27 **Miscellaneous Provisions**

28

29

30 A. Teachers will be available in their respective building for conferences with  
31 parents at a time that is mutually agreeable to all parties. These meetings will take  
32 place within a three-day period after notification from the office or telephone/e-  
33 mail/other contact from the parent. Teachers reserve the right to ask an administrator  
34 to be present.

35 B. Procedure for Reports of Injuries to school employees. The Board of  
36 Education of the Stephenson Area Public Schools carries compensation insurance on  
37 every teacher employed.

1 In case of an accident, inform the Office of the Superintendent at once. Report all  
2 accidents--even those of a minor nature.

3 School employees are covered by Workmen's Compensation insurance at all times,  
4 in and out of the community, providing the employee is considered working within the  
5 course of his/her employment at the time of injury.

6 C. This Agreement shall supersede any rules, regulations or practices of the  
7 Board which shall be contrary to or inconsistent with its terms. It shall likewise  
8 supersede any contrary or inconsistent terms contained in any individual teacher  
9 contracts heretofore in effect. All future individual teacher contracts shall be made  
10 expressly subject to the terms of this Agreement. The provisions of this Agreement  
11 shall be incorporated into and be considered part of the established policies of the  
12 Board. A copy of the individual contract form(s) shall be attached hereto and shall  
13 remain unchanged for the duration of this Agreement.

14 D. The Agreement supersedes and cancels all previous agreements: Verbal or  
15 written, or based on alleged practices, between the parties. Any amendment or  
16 agreement supplemental hereto shall not be binding upon either party unless executed  
17 in writing by the parties hereto.

18 E. Copies of this Agreement shall be printed at the expense of the Board and  
19 made available to all teachers now employed or hereafter employed by the Board.  
20 Copies of this Agreement shall be proofread, signed, printed, and distributed at the  
21 earliest possible date following ratification by the parties. The Association shall be  
22 provided six (6) copies without charge.

23 F. Extracurricular positions shall be considered non-tenure positions subject to  
24 review and rehire on an annual basis by the Board. Teachers will be given first

1 consideration for open positions.

2 G. Any agreement(s) reached between the Association and the employer is  
3 binding on all individuals and cannot be changed by any individual. All such  
4 agreements shall be in writing and signed by the appropriate parties.

## 5 **ARTICLE XX**

### 6 **Insurance Protection**

7 The Board shall pay the premiums for the MESSA insurance composite rate as  
8 negotiated for a full twelve (12) month period for the bargaining unit member and  
9 his/her entire family and any other eligible dependents as defined by MESSA. The  
10 Board agrees to pay as negotiated the insurance composite rates for the 2010-2011  
11 school years for the MESSA insurance plans Pak A and B.

12 Commencing on July 1, 2010, the Board agrees to pay the premiums for MESSA  
13 Choices II 10/20 Pak A and Pak B. The employer is required to sign an employer  
14 participation agreement. When appropriate, MESSA Choices II 10/20 or Limited  
15 Medicare Supplement and Medicare Part B premiums shall be paid on behalf of the  
16 employee, spouse, and/or dependents eligible for Medicare.

17 Employees not selecting MESSA Pak A will select MESSA Pak B. Where normally  
18 and to the extent provided as a part of the Pak, fringes shall include internal and  
19 external coordination of benefits. Other MESSA or MESSA options shall be available  
20 to employees at their own expense on a payroll deduction basis, including annuities.  
21 Coverage as described above shall take effect upon ratification and completion of the  
22 open enrollment period and shall run from 7-1 to 6-30 each year.

23 Part-time employees shall be entitled to prorated health insurance with the  
24 employee and the Board sharing the cost of the premium. Part-time employees shall

1 be entitled to all other fringe benefits described herein on the same prorated basis and  
2 must participate in the vision and dental programs as required by MESSA.

3 Teachers terminated for whatever reasons shall be provided with whatever  
4 insurance benefits are mandated by the new federal law entitled the Consolidated  
5 Omnibus Budget Reconciliation Act (PL 99272), referred to as COBRA.

6 MESSA Choices II 10/20 Pak A: Coverage will be effective 7/1/2010

- 7 A. 1. MESSA Choices II 10/20 Health Insurance  
8 2. Prescription drug card will be the Choices II 10/20 Plan  
9 3. Deductibles will be reimbursed when the employee provides a  
10 MESSA Explanation of Benefits (EOB) to the business office  
11 noting deductible. Deductible amounts to be deducted from  
12 MESSA Pak B annuities (Total not to exceed \$12,200)
- 13 • EOB must be presented to the Central Office
  - 14 between 7/1/10 and 6/30/11 to receive deductible
  - 15 reimbursement; not to exceed 200/400 as per plan
  - 16 • If possible, employees should turn in EOB
  - 17 reimbursement prior to June 1, 2011
  - 18 • Sunset on deductible reimbursement and
  - 19 withdrawals from PAK B Annuities for deductibles at
  - 20 the end of this Master Agreement
- 21 B. 1. Long Term Disability Insurance (LTD) - 66 2/3%  
22 2. \$3,000 maximum monthly benefit  
23 3. Sixty (60) Calendar days-straight wait Elimination Period  
24 4. COLA – as defined under LTD  
25 5. Alcohol/Drug and Mental/Nervous same as any other illness  
26 6. 5% Minimum Payout  
27 7. Pre-existing Limits Waived  
28 8. Family Social Security Offset  
29 9. No Survivor Income  
30 10. Freeze on Offsets  
31 11. No Educational Supplement  
32 12. 2 Year Own Occupation
- 33  
34 C. Delta Dental Plan 80/80/80: \$1,000 Orthodontic Rider
- 35 D. Negotiated Term Life: \$45,000 with AD&D
- 36 E. VSP 3 Plus Vision Insurance

37  
38 MESSA Pak B:

- 1 A. 1. Long Term Disability Insurance (LTD) – 66 2/3%
- 2 2. \$3,000 maximum monthly benefit
- 3 3. Sixty (60) Calendar days-straight wait Elimination Period
- 4 4. COLA – as defined under LTD
- 5 5. Alcohol/Drug and Mental/Nervous same as any other illness
- 6 6. 5% Minimum Payout
- 7 7. Pre-existing Limits Waived
- 8 8. Family Social Security Offset
- 9 9. No Survivor Income
- 10 10. Freeze on Offsets
- 11 11. No Educational Supplement
- 12 12. 2 Year Own Occupation
  
- 13 B. Delta Dental Plan 80/80/80: \$1,000 Orthodontic Rider
  
- 14 C. Negotiated Term Life: \$45,000 with AD&D
  
- 15 D. VSP-3 Plus Vision Insurance
  
- 16 E. 2010-2011 Pak B people will receive an annuity based on the census of Pak B
- 17 enrollees less PAK A deductibles determined by September 3, 2010 close of
- 18 enrollment with a Board-approved carrier.
- 19 F. The Pak B annuity will revert to \$365 per month or \$4,380 per year upon
- 20 sunset of the 2010-2011 school year

21 Any insurance benefits provided for herein shall be subject to the terms and  
22 conditions specified in the insurance policies, and any claim by any employee shall not  
23 be the basis of a grievance or subject to arbitration. The Board, by payment of any  
24 premium payments required to provide coverage as agreed upon, shall be relieved  
25 from all liability with respect to any insurance benefits provided in this Agreement.  
26 The failure of an insurance company to provide any of the benefits, which it has  
27 contracted for, for any reason, shall not result in any liability to the Board.

28  
29 The Board agrees to pay the negotiated composite insurance plan (referenced  
30 above) for the dates 7-01-2010 to 6-30-2011. The Board's contributions shall be up to  
31 \$15,500.00 for the 2010-2011 school year.

32 Payroll deduction for the balance of the composite premium costs shall be  
33 withdrawn from the employee's 21 pays, from September to June, for the 12 months of

1 insurance coverage (i.e. July 1 for June). A Section 125 plan shall be established for  
2 employee deductions.

3 All employees entitled under Pak B of the MESSA Pak shall be able to select a  
4 carrier for their annuity from the list of ten mutually agreed to by the parties.

## 5 **ARTICLE XXI**

### 6 **Deductions for Professional Dues**

7 A. The Board agrees to deduct from teacher's salaries teacher organization dues  
8 for the Michigan Education or the National Education Association or any combination  
9 of these organizations as the teachers individually and voluntarily authorize the  
10 Business Office to deduct and to transmit the amount deducted to such recipients as  
11 may be authorized by the above respective organizations.

12 B. Each of the aforementioned organizations shall certify to the Business Office  
13 in writing the current rate of its membership dues.

14 C. Each teacher who desires to authorize such deduction shall file with the  
15 Business Office a signed and dated "Continuing Membership Form".

16 D. Such authorization shall continue in effect unless subsequent to June 1 and  
17 prior to September 15 of any year, such authorization is formally revoked by the  
18 teacher in writing and copies thereof are delivered to the Association and the Board.  
19 However, it is understood that state law outlaws automatic or passive payroll  
20 deductions that fund most types of union political activities like campaign financing or  
21 lobbying efforts therefore no such deductions will be made.

22 E. The deduction of membership dues shall be made from one regular pay check  
23 each month, for ten (10) months beginning in September and ending in June of each  
24 year and the Board agrees promptly to remit to the respective Associations all monies

1 so deducted, accompanied by a list of teachers from whom the deductions have been  
2 made if the teacher has executed and delivered, in advance, the appropriate deduction  
3 form.

## 4 **ARTICLE XXII**

### 5 **Multi-Building Assignments**

6 Schedules of teachers working in more than one building must be approved by the  
7 Office of Superintendent and include:

8 A. At least five (5) periods of instruction time with children present. A period to  
9 be equivalent to a minimum of 50 minutes or 250 minutes of actual instruction per  
10 teaching day.

11 B. No schedule changes will be permitted involving more than one building  
12 without prior approval of the Office of Superintendent.

13 C. Changes within a building must be approved prior to implementation by the  
14 Building Coordinator or Principal.

## 15 16 17 **ARTICLE XXIII**

### 18 **Summer Employment**

19 Summer employment positions in the Stephenson Area Public Schools summer  
20 school will be filled first by teachers regularly employed in the Stephenson Area Public  
21 School System, if the applicants are qualified to fill any such summer employment  
22 positions. Reimbursement for summer employment shall be at a rate equal to the then  
23 current rate of pay for driver education instructors.

24 In filling such positions, consideration will be given to a teacher's area of



1 competence, major and/or minor field of study, quality of teaching performance and  
2 previous summer school teaching experience.

3 Application by regularly employed teachers for summer employment will be filed  
4 with the Superintendent within two (2) weeks after such announcement concerning  
5 summer employment is made. The decision of the Board on such applications and  
6 filling of such vacancies, unless arbitrary, capricious, or without basis in fact, will be  
7 final.

## 8 **ARTICLE XXIV**

### 9 **Strike Prohibition**

10 The Association recognizes that strikes (as defined by Section 1 of Public Act 336  
11 of the P.A. of 1947, as amended, of Michigan) by teachers are contrary to law and  
12 public policy. The Board and the Association subscribe to the principle that differences  
13 shall be resolved by appropriate and peaceful means, in keeping with the high  
14 standards of the profession, without interruption of school program. Accordingly, the  
15 Association agrees that during the term of this Agreement it shall not direct, instigate,  
16 participate in, encourage, or support and strike against the Board by any teacher or  
17 group of teachers. In the event a teacher, during the term of this Agreement,  
18 individually participates in a strike as presently defined by PERA against the Board  
19 and in violation of the Association's admonition and above agreed to prohibition, the  
20 Board shall have the right to discipline said striking teacher unless the strike was  
21 precipitated by the Board's failure to implement the award of an arbitrator under the  
22 binding arbitration clause in this Agreement.

23

24

1 **ARTICLE XXV**

2 **Agreements Contrary to Law**

3 If any provision of this Agreement or any application of the Agreement to any  
4 teacher or group of teachers shall be found contrary to federal or Michigan Law, then  
5 this provision or application shall be deemed invalid except to the extent permitted by  
6 law, but all other provisions hereof shall continue in full force and effect.

7 **ARTICLE XXVI**

8 **Duration of Agreement**

9 This Agreement shall be effective as of July 1, 2010, and shall continue in effect  
10 until June 30, 2011.

11 **ARTICLE XXVII**

12 **Academic and Professional Responsibility**

13 Since teachers are working with students who have not reached full maturity, they  
14 are expected to consider carefully their words, deeds, actions, and personal image in all  
15 classroom and supplementary duty situations.

16 It is the responsibility of the teacher to insure fair presentations of facts,  
17 philosophies and ideologies for consideration. Freedom of individual conscience,  
18 association and expression will be encouraged and fairness in procedure will be  
19 observed to safeguard the legitimate interests of the school and community.

20 Patriotism in its highest form requires dedication to the principles of our  
21 democratic heritage. Professional ethics require sharing the responsibility for the  
22 development of sound policy with all other citizens. As educators we are particularly  
23 accountable for participating in the development of education programs and policies,  
24 and for interpreting them to the public.

1 The professional staff is committed to the Code of Ethics of the educational  
2 profession as adopted by the Michigan Education Association and the National  
3 Education Association.

4 The Association agrees to establish a professionalism committee to work with the  
5 Board of Education in the areas listed:

6 A. The implementation of Article XII and XIII with specific reference to requests  
7 not specifically covered by the Master Agreement. The final decision in all cases,  
8 however, to remain with the Board of Education.

9 B. The implementation of the Code of Ethics of the Association.

10  
11 **ARTICLE XXVIII**

12 **Agency Shop**

13 A. All full-time teachers in the bargaining unit shall, on or before the  
14 sixtieth(60th) day following the beginning of the school year, as a condition of  
15 employment or of continued employment, either:

- 16 1. Become members of the Association; or
- 17
- 18 2. Pay to the Association an amount of money which the Association  
19 certifies in writing as a cost equal to the negotiation and administration  
20 of this Agreement.
- 21
- 22 3. Full-time teachers hired during the school year shall be required to  
23 tender only a pro rata amount of the fee.
- 24
- 25 4. Temporary, and/or part-time teachers employed on a day-to-day basis or  
26 specially certificated vocational instructors employed on a day-to-day  
27 basis shall not be required to join the Association or pay a service fee.
- 28
- 29 5. Notwithstanding the provisions of this article, any teacher who evidences  
30 to the Association that he is a member of a church whose longstanding  
31 teachings have historically forbidden joining or supporting a labor union  
32 or similar organization and that the member has such personal religious  
33 convictions shall, so as to show good faith, agrees to make a contribution

1 as hereinafter provided. The sum of the contribution shall be equivalent  
2 to the dues uniformly required to be paid by members of the Stephenson  
3 Education Association and shall be made to a nonunion, nonreligious,  
4 charitable or nonprofit organization mutually agreed upon by the  
5 Association and the teacher, such organization to be located within the  
6 boundaries of the school district. The teacher will furnish a copy of the  
7 receipt thereof to the Association. Failure to make such payment or  
8 authorize payment through payroll deduction shall, at the request of the  
9 Association, cause the Board to terminate the employment of such  
10 teacher.

11  
12 B. In the event a teacher shall not pay the required amount as scheduled, the  
13 Board and the Association shall:

- 14 1. The Association shall notify the teacher of noncompliance by certified  
15 mail, return receipt requested. Said notice shall detail noncompliance  
16 and shall provide ten (10) days for compliance and shall further advise  
17 such teacher that a request for discharge may be filed with the Board in  
18 the event compliance is not effected.
- 19  
20 2. If the teacher fails to comply, the Association may file charges in writing  
21 with the Board and may request termination of the teacher's  
22 employment.
- 23  
24 3. The Board upon receipt of said charge and request for termination, shall  
25 conduct a hearing thereon. To the extent the teacher is protected by the  
26 provisions of the Michigan Tenure Act all proceedings shall be in  
27 accordance with this act. In the event of compliance at any time prior to  
28 discharge, charges may be withdrawn.
- 29  
30 4. The employment of any teacher whose employment may be terminated,  
31 shall be continued in normal function until the time when there is a final  
32 decision upholding such termination of employment.
- 33  
34 5. In the event the Board, acting on the request of the Association,  
35 discharges or attempts to discharge an employee for failure to comply  
36 with these conditions, the Association shall assume all costs, indemnify  
37 and save harmless the Board, each individual Board member and agents  
38 of the Board against any and all claims, demands, suits, expenses or  
39 other forms of liability, including back pay of whatever kind and nature  
40 that shall arise out of action taken by the Board for the purpose of  
41 complying with the provisions of this Agreement subject to the following:  
42  
43 a. That the Association shall have the right to choose competent legal  
44 counsel to defend any said suit or action, and to compromise or settle  
45 any claim made against the Board under this section.  
46

1  
2  
3  
4

- b. That the Board agrees to aid the Association in its defense by notifying the Association of such suit in a timely fashion and to help in the obtaining of evidence at both trial and appellate levels.

<b>2010 – 2011 Calendar</b>			
Week (Mon. – Fri.)	Student days	Teacher days	holiday recesses, in-services
Aug. 30 – Sept. 3	0	3	Tues., Wed., & Thurs. – local in-services
Sept. 6 – 10	4	4	Mon. – Labor Day
Sept. 13 – 17	5	5	
Sept. 20 – 24	5	5	
Sept. 27 – Oct. 1	5	5	
Oct. 4 – 8	5	5	Mon. – PT conferences*
Oct. 11 – 15	5	5	
Oct. 18 – 22	5	5	
Oct. 25 – 29	5	5	
Nov. 1 – 5	4	5	<b>End of 1<sup>st</sup> marking period (43 days)</b> Mon. – local in-service
Nov. 8 – 12	5	5	
Nov. 15 – 19	4	4	Mon. – Hunting Recess
Nov. 22 – 26	2	2	Wed., Thurs., & Fri. – Thanksgiving Recess
Nov. 29 – Dec. 3	5	5	
Dec. 6 – 10	5	5	
Dec. 13 – 17	5	5	
Dec. 20 – 24	3	3	Thurs. & Fri. – Christmas Recess
Dec. 27 – 31	0	0	Christmas Recess
Jan. 3 – 7	5	5	
Jan. 10 – 14	5	5	
Jan. 17 – 21	5	5	<b>End of 2<sup>nd</sup> marking period (44 days)</b>
Jan. 24 – 28	5	5	
Jan. 31 – Feb. 4	5	5	
Feb. 7 – 11	5	5	
Feb. 14 – 18	4	4	Fri. – Winter Break
Feb. 21 – 25	3	4	Mon. – Winter Break & Tues. – ISD in-service
Feb. 28 – Mar. 4	5	5	Mon. – PT conferences*
Mar. 7 – 11	5	5	
Mar. 14 – 18	5	5	
Mar. 21 – 25	5	5	<b>End of 3<sup>rd</sup> marking period (42 days)</b>
Mar. 28 – Apr. 1	0	0	Spring Break
Apr. 4 – 8	5	5	
Apr. 11 – 15	5	5	
Apr. 18 – 22	4	4	Fri. – Good Friday
Apr. 25 – 29	4	4	Mon. – Easter Recess
May 2 – 6	5	5	
May 9 – 13	5	5	
May 16 – 20	5	5	
May 23 – 26	4	4	<b>End of 4<sup>th</sup> marking period (37 days)</b> Wed. & Thurs. SES dismiss at 1:10, SMS/SHS dismiss at 1:20
	166	171	

\* Parent/Teacher Conferences: SES student dismissal 2:05, SMS/SHS student dismissal 2:15  
Conferences from 3:00 – 6:30

- “Act of God” – 6 days, any hours (over 30) that need to be made up will be mutually agreed upon between the Administration and the Association
- Professional Development – 5 days, if cancelled, any missed hours must be made up as per state law.
- First Check: September 3, 2010
- Teachers report at 7:45 A.M.
- Length of day: SES 8:00 – 3:10, SMS/SHS 8:10 – 3:20

STEPHENSON SCHOOLS  
2010-11 0% INCREASE WITH STEPS

STEP	BA	BA + 15	BA + 18	BA + 24	MA or BA + 45	MA + 15	MA + 24
0	1.00	1.05	1.06	1.08	1.13	1.18	1.21
1	1.04	1.09	1.10	1.12	1.17	1.22	1.25
2	1.08	1.13	1.14	1.16	1.21	1.26	1.29
3	1.12	1.17	1.18	1.20	1.25	1.30	1.33
4	1.17	1.22	1.23	1.25	1.30	1.35	1.38
5	1.22	1.27	1.28	1.30	1.35	1.40	1.43
6	1.27	1.32	1.33	1.35	1.40	1.45	1.48
7	1.32	1.37	1.38	1.40	1.45	1.50	1.53
8	1.38	1.43	1.44	1.46	1.51	1.56	1.59
9	1.44	1.49	1.50	1.52	1.57	1.62	1.65
10	1.50	1.55	1.56	1.58	1.63	1.68	1.71
11	1.56	1.61	1.62	1.64	1.69	1.74	1.77
12 - 14	1.62	1.67	1.68	1.70	1.75	1.80	1.83
15 - 19	1.67	1.72	1.73	1.75	1.80	1.85	1.88
20 - 24	1.73	1.78	1.79	1.81	1.86	1.91	1.94
25+	1.79	1.84	1.85	1.87	1.92	1.97	2.00

STEP	BA	BA + 15	BA + 18	BA + 24	MA or BA + 45	MA + 15	MA + 24
0	29,377	30,846	31,140	31,727	33,196	34,665	35,546
1	30,552	32,021	32,315	32,902	34,371	35,840	36,721
2	31,727	33,196	33,490	34,077	35,546	37,015	37,896
3	32,902	34,371	34,665	35,252	36,721	38,190	39,071
4	34,371	35,840	36,134	36,721	38,190	39,659	40,540
5	35,840	37,309	37,603	38,190	39,659	41,128	42,009
6	37,309	38,778	39,071	39,659	41,128	42,597	43,478
7	38,778	40,246	40,540	41,128	42,597	44,066	44,947
8	40,540	42,009	42,303	42,890	44,359	45,828	46,709
9	42,303	43,772	44,066	44,653	46,122	47,591	48,472
10	44,066	45,534	45,828	46,416	47,885	49,353	50,235
11	45,828	47,297	47,591	48,178	49,647	51,116	51,997
12-14	47,591	49,060	49,353	49,941	51,410	52,879	53,760
15-19	49,060	50,528	50,822	51,410	52,879	54,347	55,229
20-24	50,822	52,291	52,585	53,172	54,641	56,110	56,991
25+	52,585	54,054	54,347	54,935	56,404	57,873	58,754

## Schedule "B" Athletic Salaries

2010 – 2011 School Year

\_\_\_\_\_ % on Base \$29,377.00

1.	<b>FOOTBALL</b>	<u>%</u>	
	Head Coach .....	14.50	\$4,259.67
	Assistant Varsity Coach .....	9.60	\$2,820.19
	Junior Varsity Coach .....	11.60	\$3,407.73
	Assistant Junior Varsity Coach .....	7.30	\$2,144.52
2.	<b>BASKETBALL</b>		
	Boys' Head Coach .....	14.50	\$4,259.67
	Boys' Junior Varsity Coach .....	11.60	\$3,407.73
	Boys' 8 <sup>th</sup> Grade Coach .....	4.80	\$1,410.10
	Boys' 7 <sup>th</sup> Grade Coach .....	4.80	\$1,410.10
	Girls' Head Coach .....	14.50	\$4,259.67
	Girls' Junior Varsity Coach .....	11.60	\$3,407.73
	Girls' 8 <sup>th</sup> Grade Coach .....	4.80	\$1,410.10
	Girls' 7 <sup>th</sup> Grade Coach .....	4.80	\$1,410.10
3.	<b>TRACK AND CROSS COUNTRY</b>		
	Boys' Head Track Coach .....	11.60	\$3,407.73
	Boys' Assistant Track Coach .....	7.70	\$2,262.03
	Boys' Junior High Track Coach .....	4.80	\$1,410.10
	Boys' Junior High Track #2 .....	3.00	\$881.31
	Girls' Head Track Coach .....	11.60	\$3,407.73
	Girls' Assistant Track Coach .....	7.70	\$2,262.03
	Girls' Junior High Track Coach .....	4.80	\$1,410.10
	Girls' Junior High Track #2 .....	3.00	\$881.31
	Cross Country Coach .....	10.50	\$3,084.59
	Cross Country Assistant Coach .....	5.80	\$1,703.87
4.	<b>VOLLEYBALL</b>		
	Girls' Head Coach .....	14.50	\$4,259.67
	Girls' Junior Varsity Coach .....	11.60	\$3,407.73
5.	<b>GOLF</b>		
	Head .....	7.70	\$2,262.03
6.	<b>CHEERLEADING</b>		
	Head .....	7.70	\$2,262.03
	Junior High .....	3.90	\$1,145.70
7.	<b>Timer &amp; Scorer</b> .....		\$9.00 each per game
8.	<b>Filming Games (Staff Only)</b> .....		\$8.50 per game
9.	<b>Cheerio Bus Chaperones</b> per bus ... \$15.00 under 25 miles - \$30.00 over 25 miles (Split total if more than one chaperone per bus – funded by student charge)		
10.	<b>Starting 2006-07</b> , staff (union member) coaches will receive one percent increase on the base for every two years of continuous service in the same position. Head coaches will have a maximum of 5 increases. Assistant coaches will have a maximum of 3 increases.		
11.	<b>Not applicable to the 2010-2011 school year</b> Assistant Varsity Football coach # 2 – hired when # of athletes exceeds 30 – 7.30% of base Assistant Varsity Track coach #2 – hired when # of athletes exceeds 36 – 4.80% of base Jr. High Track Assistant Coach – hired when # of athletes exceeds 18 Assistant HS Cheerleading Coach – hired when # of athletes exceeds 18		
	<b>Note:</b> Positions on Schedule B are filled at the discretion of the Board		



**2010 – 2011 School Year**

**Advisor Salaries**

\_\_\_% on Base \$29,377.00

1.	Play Director .....	4.50	-	\$1,321.97
2.	Annual Director .....	9.00	-	\$2,643.93
3.	Band Director .....	9.20	-	\$2,702.68
4.	Vocal Music .....	3.00	-	\$881.31
5.	Business Professionals of America #1....	6.10	-	\$1,792.00
	Business Professionals of America #2....	4.10	-	\$1,204.46
6.	American Field Service .....	2.90	-	\$851.93
7.	National FFA Organization – Head .....	5.00	-	\$1,468.85
	National FFA Organization – Assistant...	3.00	-	\$881.31
8.	Class Advisors:			
	Seniors #1 .....	3.90	-	\$1,145.70
	Seniors #2 .....	3.90	-	\$1,145.70
	Juniors #1.....	3.90	-	\$1,145.70
	Juniors #2.....	3.90	-	\$1,145.70
	Sophomores #1.....	1.90	-	\$558.16
	Freshmen #1.....	1.90	-	\$558.16
	8 <sup>th</sup> Grade #1 .....	1.50	-	\$440.66
	7 <sup>th</sup> Grade #1 .....	1.50	-	\$440.66
	6 <sup>th</sup> Grade #1 .....	1.50	-	\$440.66
	5 <sup>th</sup> Grade #1 .....	1.70	-	\$499.41
	5 <sup>th</sup> Grade #2 .....	1.70	-	\$499.41
9.	Driver Education .....	17.00		
10.	Middle School Lead #1 .....	3.60	-	\$1,057.57
11.	<u>Department Heads (6 total):</u>			
	Physical Education, Industrial Arts, Business, and Fine Arts...		3.60 -	\$1,057.57
	Social Studies .....		3.60 -	\$1,057.57
	English .....		3.60 -	\$1,057.57
	Math .....		3.60 -	\$1,057.57
	Science .....		3.60 -	\$1,057.57
	Special Education .....		3.60 -	\$1,057.57
12.	SADD .....	2.50	-	\$734.43
13.	Science Olympiad .....	3.70	-	\$1,086.95
14.	Art Club.....	2.50	-	\$734.43
15.	Honors Advisor(s):			
	HI Q .....	1.90	-	\$558.16
	National Honor Society .....	1.90	-	\$558.16
	Student Council .....	3.70	-	\$1,086.95
16.	Tech Club – Head .....	2.50	-	\$734.43
17.	Tech Club – Assistant * .....	2.00		\$587.54
18.	Newspaper .....	2.50	-	\$734.43
19.	10% grant incentive to employees who successfully write competitive grants, up to \$1,000.00 per grant			
20.	Attendance at conferences approved in advance by the administration:			
	•	Travel expenses by personal car will be reimbursed at the IRS rate per mile plus actual expenditures for tolls		
	•	Cost for lodging and meals will be reimbursed at a rate equal to a maximum of \$75/day, if traveling with one or more persons of the same sex; if traveling alone, the rate shall be \$90/day		
21.	All bargaining unit members shall be entitled to free admittance to all school-sponsored athletic and cultural events. The purpose of this paragraph is to encourage teacher/employee attendance and participation in school activities which are important to the school and community.			

\*Tech Club assistant will be hired when the number of participants exceeds 18

Longevity increases every 2 years (limit 3) for union staff members only:

%	longevity increase %
2.0 and below	0.25
2.1 – 4.0	0.50
4.1 – 6.0	0.75
6.1 – up	1.00

1 Official confirmation of ratification of new 2010-2011 Master Agreement  
2 consummated as of September 20 , 2010 by the Board of Education of the Stephenson  
3 Area School District and the Upper Peninsula Education Association  
4  
5  
6  
7

8 Education Association:

Board of Education:

9  
10  
11 Michael R Lyons 10/13/10 By: Ch Lappas 10/18/10  
12 President, MEA/SEA Date President Date  
13  
14

15  
16 Leela Senca 10/12/10 By: Ronald C. [Signature] 10/19/10  
17 Chief Negotiator Date Secretary Date  
18  
19

20  
21  
22 Mayou Berman 10/12/10  
23 Negotiating Committee Date  
24 Member  
25  
26  
27  
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