

**COLLECTIVE BARGAINING**

**AGREEMENT BETWEEN THE**

**STEPHENSON AREA PUBLIC SCHOOLS  
BOARD OF EDUCATION**

**AND**

**STEPHENSON AREA PUBLIC SCHOOLS  
TEACHER ASSOCIATION, SEA**

**2020-2021**

**STEPHENSON AREA PUBLIC SCHOOLS  
TEACHERS' NEGOTIATED AGREEMENT 2020-2021  
Table of Contents**

	Page
Preamble .....	3
Witnesseth .....	3
Article I Recognition .....	3
Article II Teacher Rights .....	4
Article III Board of Education Rights .....	4
Article IV Professional Compensation.....	5
Article V Teaching Hours .....	7
Article VI Teaching Load.....	8
Article VII Teaching Conditions .....	9
Article VIII Vacancies and Transfers .....	11
Article IX Sick Leave .....	12
Article X Leave of Absence.....	14
Article XI Protection of Teachers .....	17
Article XII Negotiation Procedures.....	18
Article XIII Grievance Procedure .....	19
Article XIV Miscellaneous Provisions .....	22
Article XV Insurance Protection .....	23
Article XVI Multi-Building Assignments.....	25
Article XVII Summer Employment .....	25
Article XVIII Strike Prohibition .....	25
Article XIX Agreements Contrary to Law.....	26

Article XX	Duration of Agreement .....	26
Article XXI	Academic and Professional Responsibility	26
Article XXII	Voluntary Dues Deductions .....	26
Salary Schedule	2020-2021 .....	27
Article XXII	Emergency Financial Manager .....	27
Article XXIV	Merit Pay .....	27
Salary Schedule B	2020-2021 Athletic Salaries.....	28
Salary Schedule B	2020-2021 Advisory Salaries.....	29
Official Signed Confirmation of Ratification.....		30

## **Preamble**

A Professional Negotiations Agreement between the UPEA/MEA and the Board of Education of the Stephenson Area Public School District. This Agreement entered into this 15th day of October 2020 by and between the Board of Education of the Stephenson Area Public School District, Stephenson, Michigan, hereinafter called the "Board" and the Stephenson Education Association, hereinafter called the "Association."

## **Witnesseth**

**WHEREAS**, the Board and the Association recognize and declare that providing a quality education for the children of the Stephenson Area Public School District is their mutual aim and that the character of such education depends predominantly upon the quality and ideals of the teaching service; and

**WHEREAS**, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve education standards; and

**WHEREAS**, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment; and

**WHEREAS**, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to set forth in writing and publicly declare. In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I: Recognition**

A. The Board hereby recognizes the UPEA/MEA as the sole and exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, and outlined in Public Employment Relation Act (PERA) for certified teaching personnel, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding per diem substitutes, Community School employees, supervisory, executive personnel, office and clerical employees, and all other employees. The term "Teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that representative of the Association has been given opportunity to be present at such adjustment.

C. Nothing contained herein shall be construed to deny or restrict to any teacher the rights they may have under the Revised School code, The Public Employment Relations Act or The Michigan Teacher Tenure Act.

## **ARTICLE II: Teacher Rights**

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

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

C. The Board agrees to furnish to the Association in response to written requests available public information concerning the financial resources of the District, tentative budgetary requirements and allocations, and such other information relevant to collective bargaining, as long as such information or materials are not privileged or prohibited from disclosure by law or non-employer regulation. The association shall be billed for all materials defined in the section in accordance with the most recent board policy of FOIA charges.

## **ARTICLE III: Board of Education Rights**

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees. In accordance with all provisions of the Revised School Code and the Public Employment Relations Act.
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature; To monitor and ensure that all student instruction is in accordance with best practices for optimal student achievement.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

#### **ARTICLE IV: Professional Compensation**

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

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

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

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

E. A teacher or teachers shall be released from regular duties without loss of salary for the purpose of participating in area, regional, or state meetings of the Michigan Education Association, not to exceed a total of twelve (12) days for all certificated personnel in any one school year. These days shall be used at the discretion of the SEA President for the purposes intended upon three (3) days notification, except in case of emergency. Use of these days shall be based on the availability of qualified substitutes. A "qualified" substitute shall be defined as a substitute teacher on the school's substitute list. Not more than three (3) days shall be taken consecutively by any one person without the prior approval of the superintendent. The

association shall reimburse the employer for the cost of the substitute and the employee's retirement for all days beyond six (6).

F. The board of Education shall determine the salaries for those teachers who agree to be employed through a federal or state program which may or may not be partially funded by said entities. In no case shall salaries be determined by arbitrary and capricious means. Said salaries shall be based upon professional training and the available funding to conduct a program.

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

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

I. Newly hired teachers will be given credit for at least 3 years' previous experience. Additional years of credit will be determined at the discretion of the Superintendent and administration with input from association leadership.

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

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

L. Teachers who are working before or after regular school hours on curriculum or other related projects (Credit Recovery, School Improvement, etc.) are to be compensated at the extra duty rate of \$25. (see Schedule B). Paid hours will be only those approved by a (Principal, and Superintendent). Prior approval and proper paperwork must be attained and completed for pay. Released time during the regular teaching day, extended days as negotiated, in-service days, time compensated elsewhere such as through the ISD or grant projects, Special Ed IEPC's, or other similar times are not eligible for extra compensation.

## **ARTICLE V: Teaching Hours**

For the 2020-21 school year, the teacher's normal teaching hours in the Stephenson Area Public Schools System shall be as follows:

1. Teachers are to report to the building assigned 15 minutes prior to the start of the student's instructional day. Teachers are to be available to assist students in preparation for the instructional day. At the end of the instructional day, teachers are to be actively involved in the process to assist in an orderly dismissal from school to buses or other transportation. Teachers are to remain in the building which they are assigned for 15 minutes following student dismissal.
2. Staff shall meet up to a maximum 90 minutes a month. The administrator will distribute agendas to the teacher no later than one day in advance. Teachers may suggest items for the agenda. Teachers are expected to attend the meeting unless excused in advance by the administrator. Meetings may consist of a department meeting, grade level, building level, or full staff. Reminder: Meetings could be in the morning.
3. 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 the all call system and or other suitable avenues determined by the board.

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

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

The Board recognizes the principle of a standard work week and will, set work schedules and make professional assignments which can reasonably be completed within such standard work week. The Board will not require teachers regularly to work in excess of such standard work week within or outside of any school building.

- A. Arrangements will be made to provide a duty-free uninterrupted lunch period.
- B. Elementary recess periods are to be coordinated by the Principal with input from Association leadership. A ten-minute elementary recess will be contiguous to lunch.



## ARTICLE VI: Teaching Loads

- A. The teaching load of instructors will be determined by the board after review of the current student achievement data and the need to deliver program to students. Secondary and Middle school teachers shall teach five (5) and a half (1/2) instructional periods and have one preparation period per day equal to the length of a standard class period. Elementary teacher shall have at least 150 minutes of preparation time per week. Administration will work to have one preparation period per day whenever possible.
- B. The administration shall finalize all teaching assignments in consultation with the teachers when possible.
- C. The administration agrees to provide all teachers with a tentative teaching schedule and assignment postmarked on or prior to June 25<sup>th</sup> annually. Individuals receiving notice of no assignment for the following year shall be notified via US Mail postmarked on or prior to June 25<sup>th</sup>. Individual teachers may request a voluntary transfer any time prior to June 30. Said teachers must submit the request in writing to the Superintendent prior to June 30 annually. All teachers are required to provide documentation of any state certification changes, to the superintendent prior to the start of school, reflecting changes over the past year.
- D. Employees requested to substitute for other bargaining unit members during their daily preparation period can voluntarily agree to accept such duty to cover another teacher's absence from class. In the event there is no volunteer available and it becomes necessary for the appropriate building administrator to assign another teacher to cover an absent teacher's class, he/she will be reimbursed at the extra duty rate per class. Reimbursement for a fractional class period will be prorated based on actual time spent in the classroom.
- E. Bargaining unit members and administrators shall be mutually responsible for creating and maintaining conditions conducive to learning and the maintenance of discipline.
- F. On the second Thursday of September, December, March, and May, at 3:30 p.m. in the district office, the Association Executive Committee and administration, including the superintendent, will meet to address Master agreement issues, current or anticipated. The superintendent of schools will send a reminder e-mail one week ahead of time asking for agenda items to be returned to him/her. On the Monday preceding the meeting day, the superintendent will e-mail a copy of the agenda to each member of the Quarterly Conference Team, or e-mail a cancellation notice if no items are received 48 hours before the start of the meeting. Minutes will go to Association members, Administration and all Board members. The District is responsible for recording and distribution of the approved minutes.
- G. Secondary and Middle School teachers may agree to teach on a permanent basis during their prep period for 1/5 their rate of pay. Elementary teachers who may agree to teach a special on a permanent basis, during their preparation period shall have compensation equal to their prorated contract rate. This would be based on need as determined by the administration.

## ARTICLE VII: Teaching Conditions

The parties recognize that the availability of optimum facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- A. The parties recognize that their joint efforts should be directed to the enhancement of teaching and learning. Faculty quality and pupil teacher contact are positive variables that affect student achievement. Whenever possible, the pupil teacher ratio should be lowered if the financial position of the district allows this to occur.
- B. Elementary schools, grades kindergarten through five inclusive should be as follows wherever possible in core academic areas:
1. Kindergarten 22 pupils
  2. Grades 1-5 27 pupils
  3. Special education classes The number of pupils shall be as provided by the applicable guidelines of the state of Michigan. The receiving elementary or grade level teacher will be present at IEPC and have input.
  4. When it is necessary to have a combined class (two grades in a core general education room) the parties agree to the following: The district shall assign a para professional or certified teacher aide to said classroom on a fulltime basis. The goal is to have the best team of professionals in this setting and the instructor has significant input as to the assignment of the paraprofessional or certified teacher aide. The teacher of the core combined classroom shall be stipend an additional \$5,000. (five thousand dollars) annually as both parties acknowledge that there will be an additional workload from the normal teaching assignment. (for the elementary)
- C. In secondary grades, six through twelve inclusive, the ratio of pupils to teachers and other professional staff members of the high school and middle school shall average 27 to 1 wherever possible. The administration will try to achieve the best or manageable balance possible in both elementary and secondary grades. Only a staff member's time actually devoted to duties in the high school may be counted in determining the pupil-teacher ratio. Teachers who do not average 27 to 1 may have students taking on line classes assigned to their classrooms for the hour and monitoring student progress shall count toward the 27-1 average. It is understood that Physical Education and music classes at all levels will attempt to average under 40 students.
- D. The board recognizes that appropriate materials including but not limited to support technology, texts and other relevant support materials are essential. The parties will confer annually for the purpose of improving the selection and use of such educational tools. Teachers shall be consulted and involved in the selection of education supplies and equipment.
- E. If funds are available, elementary K-5 teachers will be relieved of bus duty and responsibilities in the cafeteria. Such responsibilities may be assigned to teacher aides. These responsibilities may include inventorying of supplies and equipment, collecting money for milk and lunch, and similar nonprofessional responsibilities.

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

G. The board will provide the necessary equipment and other aides in order for teachers to communicate with parents and for other educational purposes.

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

I. Adequate parking facilities shall be made available to teachers separate from students.

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

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

L. Lesson plans must be up to date and made available on line to the principal by 8:00 a.m. each Monday morning unless extended by the principal.

M. For the purposes of this Agreement, a communicable disease shall be as defined by the Michigan State Health Department. In the event that a child with an ongoing or chronic communicable disease is allowed by policy or law to attend school, all employees potentially having contact with the student shall be notified, unless compelled by law otherwise. The Board shall provide in-service instruction or training in hygienic practices and management to employees coming into contact with such students. The Board agrees to indemnify bargaining unit members against any damages, fines, legal fees, or other costs that may result as a consequence of following Board policy and/or in-service instruction regarding management of students with communicable diseases. Any employee contracting a communicable disease shall have no fewer rights to continued employment with the employer than the rights afforded to a student to attend school. Such employees shall have the right to continue working as long as his/her personal physician certifies that he/she is able to continue unless there is contrary intervention by the Michigan Department of Health. The employer shall have the right to request a second medical opinion at its own expense.

N. Elementary teachers will be responsible to provide / support at least one evening program during the school year. All teachers will attempt to attend either graduation or the awards ceremony during the school year.

O. All teachers shall be visible outside their classrooms between passing periods whenever possible.

P. A Mentor Teacher shall be defined as a Master Teacher, a college professor, or a retired Master Teacher as identified in section 1526 of the School Code as in effect or as amended, and shall perform the duties of a Master Teacher as specified in the code. Each teacher in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher in a joint decision by the Association and Administration; who can offer assistance, resources, and information in a nonthreatening collegial fashion. A Mentor Teacher shall be assigned in accordance with the following:

- a) Participation as a Mentor Teacher shall be voluntary.
- b) The District shall immediately notify the Association of those members requiring a mentor assignment or any mentor change.
- c) The assignment of the Mentor Teacher shall be finalized within the first month of school.
- d) Every effort shall be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
- e) Mentees shall only be assigned to one (1) Mentor Teacher at one time.
- f) The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher, Mentee, and Administration at the end of each semester. The appointment may be renewed in succeeding years.
- g) Mentor Teachers will be paid an annual stipend of \$100 per mentee.

#### **ARTICLE VIII: Vacancies & Transfers**

A. A vacancy shall be defined as any position, either newly created or a present position that is not filled, which the Board intends to fill.

B. No later than thirty (30) days following ratification of this Agreement, and by September 30th thereafter, the Employer in consultation with association leadership shall prepare and post in every building of the district a seniority list. Bargaining unit members shall be ranked on the seniority list from most senior to least senior. If a bargaining unit member does not object to his/her placement on the seniority list within thirty (30) days of the posting, that list shall become final.

C. Seniority shall continue to accumulate for any bargaining unit member on paid leave of absence, paid maternity leave, or sick leave. Teachers who are laid off following the end of the

first semester or later during a contract year shall be considered having completed the contract year for purposes of placement on the Salary Schedule and Seniority List. No salary scale advancement shall be granted if recalled during the same contract year. Individuals on unpaid leaves of absence shall not accrue seniority during such leave and the bargaining unit member shall be placed on the seniority list upon his/her return to employment in the same manner as those returning from layoff.

*D. "Qualifications" are determined by administration and may be defined to include the following:*

- a. Certified to teach the discipline assigned.*
- b. Advanced credit hours beyond minimum certification requirements.*
- c. Educationally related workshops and/or professional training in areas related to bargaining unit member's employment.*
- d. Past performance as revealed through formal evaluations.*

Any teacher who shall be transferred to a supervisory or administrative position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

#### **ARTICLE IX: Sick Leave**

A. All full-time employees shall receive sick leave credit at the rate of 10 days per school year, with the maximum accumulation of unused days to be 130 days at the end of the school year annually. If during a particular illness, in any one year, an employee does not have sufficient sick days accumulated, unless participating in the sick leave bank, as defined below, that employee's salary shall be docked and then upon employee's written request, repaid to the employee, up to the number of earned sick days, on the 21<sup>st</sup> check in June of the contract year. When the maximum number of sick days are reached, deductions for sick days taken will be made at the end of the school year rather than on a monthly basis.

1. Unused sick leave shall be cumulative to 130 days at the end of the school year annually.
2. Teachers shall be given written notice of sick days available at the beginning of the school year. Ex. (This will be 140 days for employees who have accumulated 130 sick days the prior year) The teacher shall be responsible for keeping a running account of sick leave throughout the balance of the school year.

B. A voluntary per occurrence sick leave donation fund may be established beginning with the 2019-2020 year as follows:

1. The Association shall establish and administer a voluntary sick leave bank for the benefit of teachers. The superintendent or designee will assist the association in keeping track of days in the sick bank and list of donors.
2. When a teacher has exhausted their sick leave and a catastrophic health related

incident has occurred, a teacher may request voluntary donations of sick leave days from other employees covered under said agreement. The teacher/or their representative will approach the Stephenson Education Association President in writing requesting sick leave contributions. A committee elected by the association membership, annually, prior to the beginning of each school year, will administer the donated sick leave bank.

3. Teachers will be able to donate sick leave days to the sick leave bank. This donation will be on a completely voluntary and anonymous basis. If the sick leave donations are not used, the unused remaining days will remain in the bank until such time they are administered.

4. The Board shall in no way be responsible for the allocation of days to teachers or for naming or indicating the teachers who should donate days to the sick leave bank. Such matters shall be the sole and separate responsibility of the association. No grievance shall be filed by the association or any teacher on any matters which are specifically made the responsibility of the Association and not the Board. The Association agrees to indemnify and hold harmless the Board for any damages incurred by the Board with respect to the matters made solely the responsibility of the Association and not the Board.

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

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

E. Procedure for notification of absence because of illness:

1. Please request your absence through the online substitute website no later than one hour prior to the start of the teacher's assigned arrival time, if you plan to be absent for the day because of personal illness. (Report of Absence form must be submitted – AFTER absence.)
2. If extenuating circumstances exist, call the School Office prior to the start of the teacher's assigned arrival time.
3. The teacher's class list must be available to the substitute teacher.
4. Assignments and lesson plans will be provided for the substitute teacher. (See Article 7, Section M)

5. A teacher will not be charged for sick day(s) or personal leave or discretionary leave applied for in the event school is canceled on those days.

#### **ARTICLE X: Leave of Absence**

- A. Any teacher whose personal illness extends beyond the period compensated under Article XII shall be granted a leave of absence without pay for such time as is necessary to complete recovery from such illness up to eighteen months that run concurrently with L.T.D. Charges for the use of such days shall be at the minimum rate of one-half (1/2) day per time used. Such leave of absence must be requested by the teacher in writing upon use of accumulated sick leave. The intention to return to a teaching position during the next school year shall be made in writing prior to April 15.
- B. Leave of absence with pay chargeable against the teacher's sick leave allowance shall be granted for the following reasons. Charges for the use of such days shall be at the minimum rate of one-half (1/2) day per time used.
  1. A maximum of ten (10) days per school year for a critical illness; critical illness shall be defined as any illness serious enough to require medical attention, in the immediate family. Immediate family is interpreted to mean: mother, father, spouse, parent of spouse, brother, sister, child, grandparents, or a dependent in the immediate household; or hospitalization of a grandchild.
  2. One day when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
  3. Attendance at a ceremony awarding degree to a staff member for such portion of the day as is necessary.
  4. One day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife.
  5. Time necessary for attendance at the funeral of person whose relationship to the teacher warrants such attendance. Leave to be approved by the Administration.
  6. Death in the immediate family shall have a limitation of three days for each bereavement. Bereavement days do not have to be consecutive if a spring burial is necessary. Additional time may be granted by the Superintendent for extenuating circumstances. Immediate family shall refer to husband, the wife, or the child and the mother, father, brother, brother-in-law or the sister, sister-in-law, grandfather, grandmother, and grandchild of the employee or of the spouse. Not more than one day of Sick Leave shall be granted by the Board of Education for the death of an uncle or aunt of the employee or of the spouse. Special consideration may be granted to the employee for persons who reside with the family.
  7. Professional development requests must be approved by an administrator prior to making arrangements for the leave. All paperwork and reservations must be

completed by the staff member. These requests must be made in a timely matter. If a sub has not been secured by 4:00 p.m. on the day prior, the leave will be canceled.

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

1. Jury duty - persons called for jury duty will be paid the difference between their pay as a juror and their regular salary. Such time as spent in jury duty will not be charged against personal business or sick leave. Any mileage fees paid by the Court to the employee may be retained by the employee without the amount being deducted from his pay.
2. Court appearance as a witness in any case connected with the teacher's employment or the school and involving no moral turpitude on the part of an employee as later verified by the proofs.

D. Teachers shall be entitled to three (3) days of personal leave. Two (2) additional personal leave days shall be granted when the employee accumulates 130 sick days at the end of said school year annually. Five personal leave days shall be granted when the employee accumulates 130 sick days at the culmination of the previous year.—All discretionary leave days must be used by April 30 unless approved by Superintendent. All personal leave must be approved by the teacher's immediate supervisor or the administrator designated by the Superintendent to authorize such leave. Any personal leave/discretionary days not used in the current school year will be allowed to accumulate as sick day(s) at the end of the current school year. Total accumulation of sick days is not to exceed 130 at the end of the current year. Starting with the 2019-2020 school year, any employee who accumulates more than 130 days of sick leave or personal leave days at the end of the school year annually shall be paid \$50.00 (fifty dollars) per day in a onetime stipend thus reducing the amount of individual sick days to 130 days to start the following year.

1. Those desiring to use such leave shall submit their request to Administration 5 days prior to the anticipated absence, except in cases of emergency. In such case, the employee shall apply as soon as possible. Request of Absence form must be submitted – BEFORE absence.
2. Charges for the use of such days shall be at the minimum rate of one-half (1/2) day per time used.
3. These days shall not be used on the first or last day of school, or to extend holidays or vacations, or on Parent-Teacher Conference days, or Professional development/in-service days, unless under extenuating circumstances, to be determined individually in advance by the Superintendent of Schools. Use of these days shall be based on the availability of qualified substitutes. A "qualified"



substitute shall be defined as a substitute teacher on the school's substitute list.

4. Days of discretion may be used during hunting season provided no more than ten (10) percent of the staff uses the leave on any one day and provided that qualified substitutes are available. If more than ten (10) percent of the staff applies for a day of discretion during hunting season for any one day, a drawing shall be held by the Association. Exceptions to the ten (10%) percent limit may be considered.
  5. Personnel who participate in the breakfast/lunch supervision rotation are eligible for one (1) additional discretionary day. (See guidelines for discretionary days.) The number of days' staff would work per school year will vary according to the number of staff who signs up for the rotation.
  6. Personnel who are requested to work outside of the regular calendar will be compensated the extra duty rate (Schedule B) with administrative approval.
- E. Leave of absence without pay shall be granted upon application for the following Purposes providing a qualified replacement can be found:
1. Study related to the teacher's licensed field.
  2. Study to meet state certification other than that held by the teacher.
  3. Study, research, or special teaching assignment involving probable advantage to the school system.
- F. Military leave of absences shall be granted in accordance with applicable law.
- G. The Board may grant up to one (1) year leave of absence without pay for pregnancy or adoption. Details regarding when the teacher should cease employment, or return to employment will be determined by the circumstances in each case and determined by the administration and the employee with the advice and assistance of a physician. This leave shall not result in a break in continuous service in the district (seniority) for leaves not exceeding one semester. In case of a leave exceeding one semester, the teacher shall retain the seniority she had at the date of the commencement of the leave of absence. In lieu of this provision a teacher may elect to utilize the sick leave provisions of Article XI. In the event the adopting agency requires a period of child care as a part of the adoption procedure, the employer will grant an unpaid leave of absence for the period of time required by the adopting agency.
- H. (Sabbatical Leave) No specific provisions are made for the sabbatical leave of the regular employees. Each case will be considered and judged on its own merits.
- I. When a regular employee qualifies for retirement, is laid off, or severs employment after 20 years of service, the Board of Education shall pay to the employee the amount of \$50.00 (fifty) per day for an amount equivalent to accumulated sick leave days not used and shall be deposited in 403b or 457 that aligns with district guidelines. Any employee who starts their

last year of employment with the maximum number of accumulated sick leave days, shall be awarded the full ten (10) days at the end of his or her retirement year.

- J. (Professional Leave) School employees who are elected or appointed as delegates, committeeperson, or officers of professional and educational organizations may be approved by the Board of Education for time off from school duties without loss of pay to attend the professional meetings. Each request shall be judged on its own merits.
- K. Dental work scheduled during the teaching day will not be considered under sick leave unless a signed statement by the dentist is presented to the office prior to taking leave from work indicating it is impossible for the dentist to make appointments at times other than the teaching day. This restriction applies only to normal checkups and cleaning, and shall not apply to those occurrences when the employee is in pain or need of dental work.
- L. Medical checkups scheduled during the teaching day will not be accepted for sick leave. Beyond 75 miles will be accepted if a statement is provided by the family physician that the checkup is necessary immediately and cannot be arranged at recess periods during the school year including Thanksgiving, Christmas, Easter, and summer. This restriction applies only to regular physical checkups and not to diagnostic checkups or when the employee is ill or injured, or is being fit into the physician's schedule for necessary medical diagnosis.
- M. Leave of absence will be granted as per FMLA. Information about FMLA may be found at <http://www.dol.gov/esa/regs/statutes/whd/fmla.htm#content>

#### **ARTICLE XI: Protection of Teachers**

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

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

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

- C. If any teacher has a formal, legal complaint lodged against him/her, or is sued for reason of disciplinary action taken by the teacher against a student, the Board will render all reasonable assistance to the teacher in his defense, providing the actions taken by the teacher were in compliance with P.A. 451 of 1989, MC. 380.1312, Corporal Punishment.
- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher providing the teacher has been found innocent of all charges.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.
- F. The administration will provide teachers access to a confidential list/file of students with diagnosed health and emotional problems to the extent permitted by law.

#### **ARTICLE XIV: Negotiation Procedures**

- A. It shall specifically be unnecessary for any party to negotiate or bargain upon any area covered or not covered by the terms of this Agreement. In all such instances, no new area shall be bargained or negotiated upon, until this Agreement shall have been lawfully terminated or has expired, or until there shall be mutual written agreement by and between the parties.
- B. In the event the salary schedule is reopened for negotiations by either party, as provided in Article II of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.
- C. The Board, through its authorized representative, may employ teachers to fill vacancies for the subsequent school year under the provisions of the Master Agreement in force. However, teachers so hired will be subject to the Master Agreement approved subsequent to the date of employment.
- D. In any negotiations described in this Article, each party shall have control over the selection of its negotiation or bargaining representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledged that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- E. If the parties fail to reach an agreement in such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission (MERC) or take any other lawful measure it may deem necessary.
- F. Letters of intent to negotiate shall be delivered not later than March 1 of the calendar year in which this agreement expires.

## **ARTICLE XIII: Grievance Procedure**

### **A. Definitions:**

1. A grievance is an alleged violation of a part or article of this contract.
2. The grievance may be filed by an individual who is under the terms and conditions of this agreement or may be a class action grievance which is a matter that impacts the entire bargaining unit.
3. Leave days' definition as is stated in the article. (days which school is in session)

### **B. Purpose:**

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

**C. When a cause for grievance occurs, the affected bargaining unit member(s) and/or the Association shall file a grievance in an attempt to resolve the problem. Association representatives shall be appointed and/or elected according to Association policy. The Board hereby designates the principal or immediate supervisor to act as its representative at Level One as hereinafter described and the superintendent or his designated representative to act at Level Two or during expedited grievances as hereinafter described.**

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

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

1. It shall be signed by the grievant(s) or at least one Association member.
2. It shall contain a synopsis of the facts giving rise to the alleged violation.
3. It shall cite the Article or subsections of the contract alleged to have been violated.
4. It shall contain the date of the alleged violation.
5. It shall specify the relief requested.

**LEVEL ONE:**

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

**LEVEL TWO:**

If the complaint is not resolved in the conference between the affected bargaining unit member(s) and/or the Association and the administration, a formalized grievance shall be advanced and submitted in writing to the Superintendent at Level Two within ten (10) days from the initial discussion. If a grievance affects more than one member or is filed by the Association in defense of the contract rather than a specific individual(s), the grievance may be expedited and begin in writing at the Superintendent's level rather than with the immediate supervisor's level without there being any claim of technical failure to follow the grievance procedure by either party. The Superintendent and association must agree to begin the grievance at the Superintendent level or it shall start at the principal level.

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

**LEVEL THREE:**

If the bargaining unit member(s) and/or the Association is/are not satisfied with the disposition of the grievance at Level Two, the Union may elect to proceed to the Board level. The Board with "its designee", no later than its regular meeting or two calendar weeks, whichever is later, shall hold a hearing on the grievance with an Association representative. The disposition of the grievance, in writing, by the Board, shall be made no later than seven (7) days hereafter. A copy of such disposition will be furnished to the Association.

**LEVEL FOUR:**

If the bargaining unit member or the association is/are not satisfied with the disposition at level 3 the bargaining unit may elect to proceed to arbitration. The association shall inform the board of the demand for arbitration and a copy of the filing shall be provided to the board. The arbitration process will be in accordance with the rules of the American Arbitration Association. The Michigan Employment Relations Commission shall be notified by the filing party. A list of available arbitrators shall be provided to the board and the association. Using a strike off procedure, the parties will arrive at agreement as to the selection of an arbitrator. Should an arbitrator be unable to jointly be

agreed to, the parties will seek the assistance of the Michigan Employment Relations Commission and an arbitrator will be provided to the parties to hear the case.

Prior to the actual filing for arbitration the parties shall meet to discuss the issues and determine if a process of facilitative mediation would be an avenue to utilize prior to arbitration in order to resolve the matter under consideration. The mediator, should this process be agreed to, shall be trained under the program of mediation through the Supreme Court of Michigan Administrative Procedures.

The Mediator shall perform the facilitative process which may lead to an acceptable outcome satisfactory to both parties. If this process is not agreed to, the matter will proceed directly to arbitration. Mediation which leads to an acceptable outcome is determined by the parties. The Mediator has no power to issue a binding decision but must construct an acceptable resolution that both parties must agree to and will universally accept. The outcome of arbitration shall be a decision based upon the facts of the material presented and the arbitrator issues a ruling. The decision of the arbitrator shall be binding on both parties. Fees and expenses of the arbitration process will be the responsibility of the losing party.

A. The arbitrator shall have no power to add to, delete from or revise the specific terms of this agreement.

B. Only the grievance question shall be considered by the arbitrator. Addendum or additional grievances, unless agreed to by the parties are prohibited.

#### E. Right to Representation

"All parties shall have the right to be represented at the arbitration by anyone who may be considered as a legitimate representative (including association representative) acting in said capacity.

#### F. Miscellaneous

1. During the pendency of any proceedings and until final determination has been reached, all proceedings shall be private and preliminary dispositions will not be made public without the agreements of all parties or as required by law.
2. There shall be no reprisals of any kind by administrative personnel taken against any party in interest of his Association Representative, any member of the Grievance Committee, Appeal Committee, or Ad Hoc Committee, or any other participants in the procedure set forth herein by reason of such participation.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
4. Timelines as to filing and to advance or respond to a grievance within this procedure shall be strictly adhered to by all parties unless mutual written agreement to extend a timeline has been reached and signed by the parties involved.
5. Any grievance arising hereunder shall be processed until resolution. In the event

this Agreement shall have expired, the parties agree that this procedure shall continue in full force and effect during the negotiations of a successor agreement and that all grievances shall be processed by this procedure until a successor agreement has been ratified and signed by the parties at which time the terms of the new contract shall take effect and a new procedure, if any, shall be used.

6. Any agreement reached between the Association and the employer is binding on all individuals concerned and cannot be changed by any individual.
7. All preparation, filing, presentation, or consideration of a grievance shall be held at times other than when an employee or participating Association representative are to be at their assigned duty stations unless mutual consent has been obtained beforehand.

#### **ARTICLE XIV: Miscellaneous Provisions**

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

B. Procedure for Reports of Injuries to school employees. The Board of Education of the Stephenson Area Public Schools carries compensation insurance on every teacher employed. In case of an accident, inform the Office of the Superintendent at once. Report all accidents--even those of a minor nature. School employees are covered by Workmen's Compensation insurance at all times, in and out of the community, providing the employee is considered working within the course of his/her employment at the time of injury.

C. This agreement represents the entire understanding between the parties on matters pertaining to wages, hours and working conditions and all permissible collective bargaining matters as permitted by law in accordance with the Public Employment Relations Act as amended. This agreement has been bargained in accordance with all laws, federal and state.

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

E. Extracurricular positions shall be considered non-tenure positions subject to review and rehire on an annual basis by the Board. Teachers will be given first consideration for open positions.

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

## **ARTICLE XV: Insurance Protection**

### **Area Purchasing Agreement (APA) Letter of Agreement**

All qualifying employees will choose Insurance from the plans available through the MESSA Upper Peninsula Area Purchasing Agreement (UPAPA).

The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UPAPA). Plans will be decided by the Coalition Team each September (after the initial year) for implementation on the following January 1. Should the district no longer participate in the UPAPA, or if the UPAPA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life, and long term disability benefits are still subject to this collective bargaining and are listed elsewhere in this contract.

It is understood that the superintendent will request medical insurance bids every three years as required by law to do so. The timing of these requests will co-inside with the renewal dates or a minimum of three years, for the APA. Any proposed changes to participation in the APA and/or the Medical Insurance Carrier is considered a working condition and must have Association and Board approval in order to be implemented.

Two delegates from the school (the superintendent or superintendent designee and on association member chosen by the membership) will participate in the annual APA plan selection process. Both delegates will cast their votes in accordance with the wishes of the majority of the Association membership.

### **INSURANCE INFORMATION AND OPTIONS**

The board shall pay no more than the Treasury defined caps under PA 152 for the medical benefit plan year beginning on January 1. This annual employer paid amounts shall adjust annually at the beginning of each medical benefit plan coverage year, to the maximum payment permitted by Section 3 of the Public Funded Health Insurance Contribution Act.

PA 54 and PA 152 govern the administration of all insurances and compensation. When appropriate, Medicare MESSA Choices II or limited Medicare supplement and Medicare Part B premiums shall be paid on behalf of the employee, spouse, or dependents eligible for Medicare. In no case shall the premiums exceed the cap numbers defined above. Employees may select from the following options:

Effective January 1, 2020 health insurance options will be determined by the current MESSA APA.

#### **Non-Medical Coverage:**

##### **Dental**

Diag & Prev: 100%



Basic Services: 90% (X-Rays)  
Major Services: 90%  
Annual Max: \$2000  
Orthodontics: 80%  
Lifetime Max: \$3000  
Riders Included: 2 Clean

Life Ins \$75,000  
AD&D Ins: \$75,000

VISION VSP 3 Plus

LTD 66 2/3% Max \$3,000  
Waiting Period 60 CDSW  
Alcohol/ Drug: Same as any other illness  
Mental/ Nervous Same as any other illness  
Soc. Sec. Offset Family  
Pre-Exist Condition: Yes  
COLA: Yes  
SS Freeze: Yes

Non-Medical Only Option (CIL)

**The Non-Medical Only Option (cash in lieu of health insurance) is \$365.00 per month or \$4,380.00 per year.**

If the employee selects MESSA ABC Plan 1, the employer will pre-fund \$1,050/\$2,300 of the deductible amount annually to each member's Health Savings Account by January 1 of the Plan Year.

The employer will provide the non-medical benefits for all benefit packages at no cost to the employee. Other MESSA options shall be available to all eligible employees at their own cost.

The cost for said options will be through payroll deduction. Part time employees shall be entitled to pro-rated benefits in accordance with the time they are employed. Caps apply to all medical insurance in accordance with the caps. Consolidated Omnibus Reconciliation Act applies for all employees terminated or leaving the district. Persons retiring under the MPSERS do not qualify for COBRA.

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

The Board of Education holds the policy for the aforementioned benefits and is required by law to bargain in good faith as to the level and types of benefits. This contract expires on June 30, 2019 and therefore all provisions of this agreement are open to negotiations as defined in the law. The

Public Employment Relations Act governs all public sector collective bargaining. This Stephenson Area Public Schools comply with all State and Federal laws and conduct all negotiations within those legal definitions.

Where normally and to the extent provided as a part of the PAK, fringes shall include internal and external coordination of benefits. Other MESSA options shall be available to employees at their own expense on a payroll deduction basis, including annuities. Coverage as described in this document shall take effect upon ratification and completion of the open enrollment period. All part time members shall receive a pro-rated benefits in accordance with the time employed.

#### **ARTICLE XVI: Multi-Building Assignments**

Time schedules of teachers working in more than one building must be approved by the Office of Superintendent.

#### **ARTICLE XVII Summer Employment**

Summer employment positions in the Stephenson Area Public Schools summer school shall be filled by the most highly qualified candidate available. Will be filled first by teachers regularly employed in the Stephenson Area Public School System, if the applicants are the most highly qualified candidate to fill any such summer employment positions. Reimbursement for summer employment shall be at a rate equal to the extra duty rate.

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

#### **ARTICLE XVIII: Strike Prohibition**

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

## **ARTICLE XIX: Agreements Contrary to Law**

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

## **ARTICLE XX: Duration of Agreement**

This Agreement shall be effective as of October 15, 2020 and shall continue in effect until June 20, 2021.

## **ARTICLE XXI: Academic and Professional Responsibility**

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

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

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

The professional staff is committed to the Code of Ethics of the educational profession as adopted by the Michigan Education Association and the National Education Association. The Association agrees to establish a professionalism committee to work with the Board of Education in the areas listed:

- A. The implementation of Article XI and XII with specific reference to requests not specifically covered by the Master Agreement. The final decision in all cases, however, to remain with the Board of Education.
- B. The implementation of the Code of Ethics of the Association.

## **ARTICLE XXII: Voluntary Union Membership**

- A. Any full-time teachers in the bargaining unit may voluntarily:
  - 1. Become members of the Association
  - 2. Full-time teachers hired during the school year **may** tender only a pro rata amount of the fee.

### Compensation

1. Steps will accrue for all bargaining unit members in August 2020. Lane advancements shall occur for all who qualify.
2. If General Fund Revenue “excluding Cyber Charter Revenue” exceeds expenditures “up to a maximum of \$20,000.00 staff members shall earn a onetime annual off schedule stipend. The stipend shall be distributed proportionately (for example, if the access revenue is \$18,090.00 an off schedule stipend of \$500.00 or a contribution of \$670.00 to a 403b or 457 plan within the Stephenson Area Public School options shall be made to each employee covered by this agreement)
3. Teachers will receive a one-time off-schedule pay differential equal to:

Salary increase due to step or lane advancement X 5/26 (if on 26 pays)

Or

Salary increase due to step or lane advancement X 5/21 (if on 21 pays)

#### 2020-2021

Step	BA	BA+15	BA+18	BA+24	BA+45/MA	MA+15	MA+24
0	31433	32992	33304	33927	35487	37046	37982
1	32680	34240	34552	35175	36734	38294	39229
2	33927	35487	35799	36422	37982	39541	40476
3	35175	36734	37046	37669	39229	40788	41724
4	36734	38294	38605	39229	40788	42347	43282
5	38294	39,852	40164	40788	42347	43906	44842
6	39852	41412	41724	42347	43906	45466	46401
7	41412	42971	43282	43906	45466	47024	47960
8	43282	44842	45154	45777	47336	48896	49831
9	45154	46713	47024	47648	49209	50766	51702
10	47024	48584	48896	49519	51078	52638	53573
11	48896	50455	50766	51390	52950	54508	55443
12 to 14	50766	52326	52638	53261	54820	56380	57315
15 to 19	52326	53885	54196	54820	56380	57938	58874
20 to 24	54196	55756	56068	56661	58250	59810	60745
25+	56068	57627	57938	58562	60122	61680	62616

### ARTICLE XXIII: Emergency Financial Manager

“The parties agree to abide by all aspects of P.A. 4, which, as of the effective date of this Agreement, includes provision for an Emergency Financial manager.” The Association registers its expectations to the powers granted to the EFM by P.A. 4.

### ARTICLE XXIV: Merit Pay

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

## SCHEDULE B – ATHLETIC SALARIES 2020-2021

<u>SPORT</u>		<u>% of Base</u>
<b>FOOTBALL</b>	Varsity Head Coach	14.50
	Assistant Varsity Coach	9.60
	Junior Varsity Coach	11.60
	Assistant Junior Varsity Coach	7.30
<b>BASKETBALL</b>	Boys Varsity Head Coach	14.50
	Boys Junior Varsity Coach	11.60
	Boys 8 <sup>th</sup> Grade Coach	4.80
	Boys 7 <sup>th</sup> Grade Coach	4.80
	Boys 6 <sup>th</sup> Grade Coach	4.80
	Girls Varsity Head Coach	14.50
	Girls Junior Varsity Head Coach	11.60
	Girls 8 <sup>th</sup> Grade Coach	4.80
	Girls 7 <sup>th</sup> Grade Coach	4.80
	Girls 6 <sup>th</sup> Grade Coach	4.80
<b>TRACK</b>	Boys Head Track Coach	11.60
	Boys Assistant Track Coach	7.70
	Boys Junior High Track Coach	4.80
	Boys Junior High Track Coach #2	3.00
	Girls Head Track Coach	11.60
	Girls Assistant Track Coach	7.70
	Girls Junior High Track Coach	4.80
	Girls Junior High Track Coach #2	3.00
<b>CROSS COUNTRY</b>	Jr. High/HS Cross Country Coach	10.50
	*Jr High/HS Cross Country Assistant Coach	5.80
	*Hired when number of "primary sport athletes exceeds 18	
<b>VOLLEYBALL</b>	Girls Head Coach	14.50
	Girls Junior Varsity Coach	11.60
<b>Elementary Sports Co-Coordinator</b>	<b>(volleyball, basketball, flag football, running clubs)</b>	
		<b>\$1,200.00</b>
<b>TIMER &amp; SCORER</b>	\$10.00 Per game	
<b>FILMING GAMES</b>	Staff Only \$ 8.50 Per game	
<b>CHEERIO BUS</b>	Chaperones 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

Boys and Girls Assistant Varsity Track Coach hired when number of "primary sports athletes" exceeds 15-7.70% on base

Bargain Unit Members will receive 1% increase on the base for every two years of continuous service in the same position. Coaches will have a maximum of 4 increases

- 1<sup>st</sup> increase – Begin of 3<sup>rd</sup> yr
- 2<sup>nd</sup> increase – Begin of 5<sup>th</sup> yr
- 3<sup>rd</sup> increase – Begin of 7<sup>th</sup> yr
- 4<sup>th</sup> increase – Begin of 9<sup>th</sup> yr

## SCHEDULE B – Advisory Salaries 2020-2021

	<u>% of Base</u>
Yearbook Advisor	9.00
Art Club	2.50
Band Director	9.20
Building Coordinator: Elementary	\$2,250
High School	\$2,250
Business Professionals of America #1	6.10
Business Professionals of America #2	4.10
Extra Duty	\$25.00/hr
National FFA Organization – Head	5.00
National FFA Organization – Assistant	3.00
Newspaper	2.50
Play Director	4.50
Science Olympiad	3.70
Robotics– Head	2.50
Robotics– Assistant	2.00
Vocal Music	3.00
 <b>CLASS ADVISORS</b>	
Seniors #1	3.90
Seniors #2	3.90
Juniors #1	3.90
Juniors#2	3.90
Sophomores	1.90
Freshmen	1.90
8 <sup>th</sup> Grade #1	1.50
7 <sup>th</sup> Grade #1	1.50
6 <sup>th</sup> Grade #1	1.50
5 <sup>th</sup> Grade #1	1.70
5 <sup>th</sup> Grade #2	1.70
 <b>DATA TEAM</b>	
	\$25.00 per hour
 <b>HONORS ADVISORS:</b>	
HI-Q	2.50
National Honor Society	1.90
HS Student Council	4.00
MS Student Council	3.60

Bargain Unit Members will receive 1% increase on the base for every two years of continuous service in the same position. Bargain Unit Members will have a maximum of 4 increases

- 1<sup>st</sup> increase – Begin of 3<sup>rd</sup> yr
- 2<sup>nd</sup> increase – Begin of 5<sup>th</sup> yr
- 3<sup>rd</sup> increase – Begin of 7<sup>th</sup> yr
- 4<sup>th</sup> increase – Begin of 9<sup>th</sup> yr

**Signature Page**

Board President

Date: 10-21-20

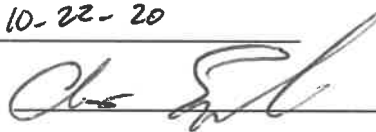
Charlie Cappaert

Signature: 

Board Secretary

Date: 10-22-20


Chris Spaude

Signature: 

SEA President

Date: 10/28/2020

James MacDonald

Signature: 

Negotiation Team Member:

Date: 10/28/2020

Erinn Parker

Signature: 