

MASTER AGREEMENT

July 1, 2009 to June 30, 2012



Superior Central School District

and

**Superior Central Education Association
UPEA/MEA/NEA**

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AGREEMENT

The Agreement is entered into this 1st day of July 2009, between the School District of Superior Central, hereinafter called the "Board" and the Superior Central Education Association, hereinafter called the "Association."

This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to, or inconsistent with, its terms. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of the Agreement shall be incorporated into, and be considered part of, established policies of the Board.

WITNESSETH

The Board and the Association have a statutory obligation pursuant to Act 379 of the Michigan Public Schools Act of 1965 to bargain with respect to hours, wages, terms, and conditions of employment.

The parties, following negotiations, have reached certain agreement; they are as follows:

ARTICLE I – RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all certified teachers, librarians, and counselors, but excluding substitutes, supervisory and executive personnel, office, clerical, maintenance, operating employees, and all others employed by the Board.
- B. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined.
- C. The Board agrees not to negotiate with any teachers' organization other than the Association as long as the Recognition set forth in paragraph A is in force for the Duration of the Agreement. This in no way precludes that an individual teacher could not present a grievance and having said grievance adjusted without intervention of the bargaining representative provided that the adjustment is consistent with the terms of the Agreement and provided that the bargaining representative has been given an opportunity to be present if the proposed adjustment falls within the terms of this Agreement.

ARTICLE II – ASSOCIATION RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every certified teacher Under contract shall have the right to freely join, organize, and support the Association except as provided in Article XVI for the purpose of engaging in collective bargaining or any other activities for mutual aid and protection. Further 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, his/her participation in any lawful activities of the Association of collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless it affects or impacts the Employer, the Employer/employee relationship, or the teacher's overall ability to perform his/her job.
- C. The Association shall have the right to use school facilities, excluding administrative offices, for meetings at such

hours that do not interfere with the regular program of the school or any other activities that have been previously scheduled and approved by the Board or its representatives.

- D. The Board agrees to furnish to the Association upon written request available information concerning the financial resources of the District and tentative budgets. Also, any information which may be necessary for the Association to process any grievance.
- E. Privileged information such as confidential credentials and related personal references normally sought at the time Of employment are specifically exempted from review. The administrator shall in the presence of the teacher's authorized representative remove these credentials and confidential reports from the file prior to a review of the file by the teacher.
- F. All communications including but not limited to evaluation, commendation, and complaints directed toward the teacher which are included in the personnel file shall be called to the teacher's attention at the time of inclusion. The teachers may make addendums to any items prior to their inclusion up to three (3) 8 ½ x 11 pages.
- G. A teacher shall be entitled to have present a representative of the local Association when he/she is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. The teacher shall be informed of the meeting and its purpose prior to its scheduling. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. If the severity of the offense warrants, an MEA state representative may be in attendance upon the request of the member.
- H. Any case of alleged assault upon a teacher while in performance of his/her duties will be promptly reported to the Board and its designated representative. If the alleged assault was by a pupil, the alleged assault will be promptly investigated by the Superintendent and principal. These persons, after a fair and impartial hearing has been held with the student and his/her parents/guardian, shall determine a suitable punishment for the assaulting pupil. This decision will be communicated to the teacher concerned. If the assault is by an adult person who is not a pupil, the Board will promptly report this incident to the proper law enforcement authorities.
- I. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property of pupils and the Board but shall not be responsible for loss or damage of any such property when such loss or damage is not due to negligence of the teacher. Negligence is to be defined as failure to exercise the care which situations or circumstance demand.
- J. Any written complaint by parents of a student shall be promptly called to the teacher's attention. The Board shall not hear any complaint unless presented in writing.
- K. No teacher shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or professional advantage, discharges, or other actions of a disciplinary nature) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing.
- L. The Association will be granted ten (10) days of leave each year without loss of an individual's pay, benefits, or leave time to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association for meetings, workshops, etc. relating to Association business. The Association agrees to reimburse the District for the cost of substitute teachers.

ARTICLE III – ASSOCIATION AND TEACHER RESPONSIBILITIES

- A. It is the responsibility of the Association and its representatives and its members to honor Board policies and Administrative regulations which are not in violation of this contract.
- B. Association agents who are not employees of the District shall honor Board policy by securing permission of the administrator before contacting local members of the Association during school hours.
- C. All teachers agree to notify the Board as soon as possible of their intention to continue or terminate employment with the District.

ARTICLE IV – BOARD OF EDUCATION RIGHTS

- A. Except where limited by this Agreement, the Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself with limitations all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by law and the Constitution of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the following rights:
 - 1. To execute management and administrative control of the school system and all its properties and facilities And activities of its employees while such employees are on duty.
 - 2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion and to promote and transfer all such employees.
 - 3. To establish grades and courses of instruction including special programs and to provide for recreational and social events for students, all as deemed necessary or advisable by the Board.
 - 4. To approve the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aides of every kind and nature.
 - 5. To determine class schedules, hours of instruction, and all the duties, responsibilities, and assignments, of teachers and other employees with respect thereto and conditions of employment.
 - 6. Days and/or hours required by the state to be made up shall be made up at the end of the school year. Mutual agreement between the parties shall be required if the hours/days are to be made up at another time. The starting date will be set by the Board of Education.
- B. The exercise of the foregoing powers, rights, authority, duties, rules, and responsibilities of 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 by the specific and express terms of the Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and the laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board or the employee of their rights, responsibilities, and authority under the Michigan General School Laws or regulations as they pertain to education. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE V – LEAVE ALLOWANCE

At the beginning of each school year each teacher shall be credited with twelve (12) days of leave time for a 160 day calendar, thirteen (13) days of leave time for a 170 calendar and fourteen (14) days of leave time for a 180 day calendar. Five (5) of these days may be used as personal leave. No employee shall have an accumulated number of days beyond the retirement benefit. Each teacher will be allowed to accumulate 5 days beyond the retirement cap.

Teachers may use their leave in one (1) hour segments. If a half day (3.75 hours) or full day (7.5 hours) sub is not needed, the teacher must get approval from their supervisor, arrange for their own coverage, and turn the hourly leave slip in to the Business Manager. The leave slip must be signed by the teacher and their supervisor. (One hour will equal .13 of a day, etc.) Fractions will be adjusted accordingly when the length of the day changes.

A half day (1/2) shall be considered 11:40.

This hourly leave could be refused if the immediate supervisor feels it is being abused.

A. Sick Leave

1. **Personal Illness or Disability** – The teacher may use all or any portion of his/her sick leave to recover from his/her own illness or disability.
2. **Death in the Immediate Family** – The teacher may take a maximum of five (5) sick days per death at the time of the death. Immediate family shall be interpreted as mother, father, husband, wife, grandparents, grandchild, child, sister, and brother of teacher and/or his/her spouse. One (1) of these days must be the funeral day.
3. **Other Deaths** – The teacher may take one (1) sick leave day per death to attend the funeral of any personal friend or distant relative.
4. **Medical or Nursing Care** – The teacher may take one (1) sick leave day to make arrangements for medical or nursing care for a member of his/her immediate family.
5. **Emergency Leave** – Teachers may use up to ten (10) of his or her sick leave days for emergency leave. This number may be increased at the discretion of the building principal. Emergency leave may be used for accidents or major illness in the teacher's immediate family.
6. **Leave Bank**
 - a. At the beginning of the 2007-08 school year each newly employed teacher shall contribute two (2) days of leave allowance to a common leave bank. Part-time employees shall donate the equivalent leave days on a prorated basis. A committee of three (3) persons from the association shall administer the leave bank. The Association shall select the three (3) representatives. This committee shall adopt rules and regulations which shall govern the bank.
 - b. Teachers who have exhausted their accumulated leave may petition this committee for additional leave days from the bank. This petition must be supported by the statement of a physician. In no case will a teacher be paid leave for more than the number of working days specified in the current contract year.
 - c. The bank shall be replenished with one (1) day from each member teacher when the number of days remaining in the bank equals the number of teachers in the system.

B. Personal Leave

1. Five (5) leave days may be used by employees for personal leave. Unused personal leave days may be accumulated as sick leave days. These days will be taken at the discretion of the teacher subject to the following conditions:
 - a. The teacher shall give at least three (3) days' notice except in cases of emergency.
 - b. No more than three (3) teachers in the system may take personal leave days on the same date. In case of emergencies the principal may grant additional days.
 - c. Personal leave days shall be issued on a first-come, first-serve basis.
2. As long as a substitute teacher is available, a personal leave day may be granted for the day preceding or the day following holidays or vacations except the first and last day of the school year. Personal leave days may not be used the first and last day of the school year or the day preceding or following holidays or vacations without permission of the Superintendent.

ARTICLE VI – LEAVES OF ABSENCE

- A. Leaves without pay exceeding ten (10) scheduled work days shall result in the employee being responsible for the prorated cost of benefits. Such payment to be made through payroll deduction or by cash in advance. Leaves of absence without pay may be granted by the Board upon written request and application for the following:

- | | |
|------------------|--------------------------------|
| 1. Education | 4. Other Special Consideration |
| 2. Child Care | 5. Military Leave |
| 3. Public Office | |

The conditions of the leave shall be in writing with a copy provided to the Association. Notice of intention to return from a leave shall be provided to the Board sixty (60) days prior to the end of the leave by certified mail.

- B. Leave of absence with pay not chargeable against the teacher's sick leave shall be granted for court appearances as a witness in any case connected with the teacher's employment or the school.
- C. Leave of absence with pay not chargeable against the teacher's sick leave upon written request may be granted for the following professional purposes:
1. Visitation to view other instructional techniques or programs, conferences, workshops, seminars conducted by colleges and universities, or other recognized educational conferences but excluding those related to labor relations.
 2. The teacher shall file with the administration a report on the activities of the conference or meeting with recommendations, if any, for use by the teacher and by the Board.
 3. Expenses will be allowed for attending professional meetings and conferences.
 4. Requests for permission to attend professional activities shall be approved by the Superintendent or his/her designee. In the case that the request is not approved, the Superintendent or his/her designee will submit to the applicant written reasons for the denial.

- D. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter shall be paid the difference between the daily remuneration and the teacher's daily salary excluding mileage. This shall not apply to personal issues involving the employee and/or his/her immediate family. Immediate family shall be interpreted as mother, father, husband, wife, grandparents, child, sister and brother of the teacher and/or his/her spouse.
- E. Any regular employee who is conscripted into the Armed Services of the United States for training and service shall be granted a military leave. He/she shall be reinstated in his/her position in this school system with full credit on the salary schedule for the years of conscriptive military service. The reinstatement shall begin the September following his/her release from service.
- F. Leaves of absence for the purpose of attending labor relations workshops may be granted upon written request, and the Association shall bear all expenses incurred including but not limited to substitute teacher's pay, regular teacher's salary, and workshop fees.
- G. To the extent required by the Family Medical Leave Act, an eligible bargaining unit member shall be granted leave and other rights specified by that law. When leave is taken by an eligible bargaining unit member under Family Medical Leave Act, the Employer shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family Medical Leave Act, including Employer and eligible bargaining unit member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

ARTICLE VII – TEACHING HOURS

- A. The teachers' normal teaching hours in the schools shall be as follows:
 - 1. Teachers must be at assigned place of duty at least ten (10) minutes before first class begins.
 - 2. After lunch teachers must be at assigned place of duty before class begins.
 - 3. Teachers may leave after the buses leave.
- B. For the duration of this contract, unless mutually agreed upon, noon-hour and playground supervision will be provided by the school district.
- C. All extracurricular duties will be on a voluntary basis. Extracurricular duties are to be defined as those duties which are associated with activities scheduled for times other than when school is normally in session.
- D.
 - 1. Faculty meetings and committee meetings scheduled for times when faculty members would not normally be present are not to exceed more than one (1) hour and fifteen (15) minutes beyond the end of the student day or one (1) hour prior to the beginning of the student day.
 - 2. Attendance at faculty meetings scheduled by the administration will be mandatory provided that notice of such meetings is given forty-eight (48) hours in advance. Employees will not be required to attend more than two (2) faculty meetings per month nor more than sixteen (16) meetings per year.
 - 3. Parent Teacher Conferences shall be held twice per year. The first one following the first marking period and the second mid-way into the third marking period.
 - 4. Attendance is mandatory for all District scheduled professional development meetings unless excused with the Superintendent's approval.
- E. The principal shall apportion non-teaching duties on a fair and equitable basis. Non-teaching duties are to be defined as those duties which are performed during the normal school hours.
- F. Teachers shall be provided a telephone number they must call before 6:00 a.m. to report unavailability for work.

- G. Teachers shall be scheduled for a duty free lunch period.
- H. Teachers shall be scheduled for prep time each week for a minimum of 225 minutes.

ARTICLE VIII – TEACHING LOADS AND ASSIGNMENTS

- A. All pupils are entitled to be taught by teachers who are working within their area of expertise.

It is understood and agreed that to be qualified a teacher must also meet all applicable standards for a “highly qualified” teacher under the No Child Left Behind Act and the Michigan definition for identifying “highly qualified” teachers as approved by the State Board of Education.

If a teacher who is required to meet the NCLB “highly qualified” standards as outlined above by the end of the 2008-09 school year does not meet those standards, he/she shall be assigned to any concurrently existing vacancy for which he/she is certified and qualified. Any such vacancy shall not be required to be posted under this agreement.

If the teacher cannot be assigned to a concurrent vacancy for which he/she is certified and qualified as outlined above, at the superintendent’s discretion, he/she shall be placed on layoff or reduced status, under the provisions of this agreement unless the teacher is certified and qualified to displace another less senior member of the bargaining unit. In the latter event, the more senior teacher shall displace the least senior bargaining unit member. The teacher ultimately displaced shall be laid off and shall have recall rights to the extent provided in this agreement.

- B. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by the Superintendent prior to June 1 or as soon as practicable. Such changes will be voluntary to the extent possible.
- C. All teachers who substitute a total of nine (9) full class periods for an absent member shall be compensated at the substitute teacher daily rate.
- D. On-line Instruction:
 1. Definitions: The term “online teacher” shall refer to the association member who teaches an online course. The term “on-site mentor teacher” shall refer to the association member who provides the daily monitoring and electronic clerical procedures.
 2. The board acknowledges the additional work involved when a teacher is acting as a regular classroom teacher and an on-site mentor during the same class period; therefore, there will be an attempt to keep the class size lower than other high school classes for the teacher during that period.
 3. If an on-site mentor has online students as well as regular classroom students during the same class period, additional assistance will be provided as needed and as deemed by the administration, such as entering data at the beginning of a semester or monitoring in a remote location. Additional assistance could come in the form of additional leave time for the purpose of fulfilling duties as on-site mentor.
 4. No bargaining unit member shall be adversely affected as a result of the district’s participation in online programs.

ARTICLE IX – TEACHING CONDITIONS

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.
- B. The Board recognizes that appropriate texts, equipment, audiovisual equipment, art supplies, athletic equipment, shop equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. However, all orders for films and other visual aids must be approved by the building principal.
- C. The Board shall review promptly all joint decisions thereon made by the Superintendent and the Association. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.
- D. Under no condition shall a teacher be required to drive a school bus as part of his/her regular employment. However, a teacher may if he/she desires request such employment; and the Board shall be free to honor his/her request.
- E. The Board shall maintain facilities available in each school regarding restrooms and lavatory facilities exclusively for teachers' use and the faculty lounge in which smoking shall not be permitted.
- F. Telephone facilities shall be made available to teachers in the high school teachers' lounge for their reasonable use. Personal long-distance calls are to be made at the teacher's expense. All long-distance calls are to be recorded on the forms provided.
- G. When students are not in attendance due to weather conditions, the professional staff shall not be required to be in attendance.
- H. Staff members, by setting examples in personal conduct and in manner of dress, are to promote in every possible way a proper school atmosphere. Personal grooming is to reflect the high standards of the teaching profession.
- I. Teacher Certification. The hiring of certified teachers is mandated by the State Board of Education. The school that does not follow the regulations will be penalized. However, the Board does agree that those teachers who do not meet certification requirements due to lack of sufficient hours in professional education, practice teaching, or in the area taught, should not advance to the next level.
- J. Forms shall be made available to each teacher for requisitioning classroom supplies and materials.
- K. Adequate parking facilities shall be available for the teachers.
- L.
 - 1. Scheduled days or hours of student instruction and/or teacher attendance that are canceled because of conditions not within the control of school authorities such as severe storms, fires, epidemics, or health conditions defined by the city, county, township, or state health authorities shall be rescheduled by the school district according to law. Such rescheduling shall not affect nor otherwise require an adjustment of salary, compensation, or other benefits provided within this collective bargaining agreement.
 - 2. The school district shall be entitled to reschedule any student instruction days or hours lost. By way of example, but not limitation, for reasons such as severe storms, mechanical breakdowns, employee strikes, fires, and epidemics or health conditions. (Refer to Article IV, A-6).

3. The rescheduling of such days or hours shall not entitle employees to additional compensation or benefits. The District, in rescheduling days or hours, will not exceed minimum days or hours to receive full state funding.
- M. The Board of Education recognizes the additional burden of teaching regular education classrooms consisting of two (2) or more grades. In the event that split classrooms are necessary, the Board will attempt to ease that burden, in consultation with the affected teachers, through student selection, lower class sizes for the split sections, placement of special needs students, additional aides, or other additional support. In the event that the teacher of a split classroom feels that remedies provided are not sufficient, the teacher may request a meeting with their building administrator, the Superintendent, and a committee of the Board to review additional options.

ARTICLE X – VACANCIES AND TRANSFERS

Section 1 – Vacancies

- A. All vacancies, including summer teaching positions, shall be posted in the teachers' lounges and distributed to individuals as vacancies occur. Teacher preferences for any vacancies within the bargaining unit shall be considered prior to hiring from the outside.
- B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the District without undue disruption to the existing educational program. If the Superintendent in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary basis.

Section 2 – Transfers

- A. A teacher may apply for any position at any time. Such application shall be in writing addressed to the Superintendent of Schools. Applications will be considered should vacancies occur either during the school year or during the summer.
- B. Certification and qualifications shall be the criteria in filling vacancies within the District. Qualifications shall be determined by the Board of Education subject to provisions of the law. If certification and qualifications are equal, then seniority within the bargaining unit shall be the determining factor in awarding the position. If a more senior employee is not awarded a vacant position, that employee shall be entitled to a written reason as to their non-appointment.
- C. Unrequested transfers of teachers are to be minimized and avoided wherever possible.

ARTICLE XI – SENIORITY

- A. The term "seniority" as hereinafter used shall be length of continuous service with the Rock River-Limestone Township Board of Education or the Mathias Township Board of Education (for those people previously employed by either of these districts) and/or the Superior Central Board of Education. Seniority for new employees shall be based on continuous employment with the Superior Central School District. New employees shall be considered as probationary employees as prescribed by the Tenure Act. Leaves of absence shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act. Teachers working less than full time shall be granted seniority on a pro-rated basis.
- B. To determine seniority we shall use the last date of hire. Any time that a teacher is on layoff shall not count toward seniority. Any time accumulated before layoff shall count toward seniority.
- C. All bargaining unit members having the same first date of hire shall have a drawing to determine the order of

placement on the seniority list. Association representatives and the Superintendent as well as the affected teachers shall be present. Such drawings shall be held at a mutually agreeable time. After such a drawing(s) a revised seniority list shall be completed and distributed sixty (60) days after the drawing. The list shall be corrected within thirty (30) working days of such notification. A teacher or the Association may submit corrections to said list to the Superintendent. Notification of challenges to said list will be made to the Association President and the Superintendent. Any challenges are to be made during this time after which the Board shall be held harmless. At the end of this time this list shall become permanent. A copy of the seniority list shall be given to the Association. Teachers on layoff and on leave shall be included in the seniority list. Hereafter, the seniority list will be posted and distributed by April 1 of each year.

- D. A bargaining unit member will lose his/her seniority rights for the following reasons:
Resignation or retirement.
1. Discharge for just cause.
 2. Failure to report for duty on time after a leave of absence.

ARTICLE XII – REDUCTION IN STAFF

- A. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
1. Probationary employees will be laid off first provided tenure teachers are certified and qualified to fill the position.
 2. Certification as approved by the Department of Education of the State of Michigan.
 3. Seniority in the Rock River-Limestone Township Schools or Mathias Township Schools (Superior Central).
 4. Teachers who are laid off during a contract year shall be considered as having completed the contract year for the purpose of placement on the salary scale if employed for one (1) semester or more of the school year. Teachers who teach for less than one (1) semester shall be given credit for the length of time taught. Sick leave accumulated prior to layoff shall be retained.
- B. **Recall.** Teachers shall be recalled to employment in inverse order of layoff for position openings as determined by programs offered by the Board for which they are certified. Recall shall be limited as follows:
- | | |
|----------------------|-----------------------------|
| Tenured Teacher | 3 years from date of layoff |
| Probationary Teacher | 1 year from date of layoff |
- C. Teachers shall be notified of recall and those who fail to notify the District of their decision to accept or reject the recall within ten (10) days of receipt of certified letter or who fail to report for duty within fifteen (15) days of receipt of recall notice shall be considered as resigned.

ARTICLE XIII – GRIEVANCE PROCEDURE

- A. **Definition.** A claim or complaint by a bargaining unit member or group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of or failure to re-employ any probationary teachers;
2. The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule;
3. Any matter for which there is recourse under State or Federal statutes.

B. The term “days” as used herein shall mean days in which school is in session.

C. **Step 1** – A Grievant shall within ten (10) days of its alleged occurrence orally discuss the problem with the principal.

If no resolution is obtained within three (3) days of the discussion, the Grievant shall reduce the grievance to writing and proceed within five (5) days to Step 2.

Step 2 – A copy of the written grievance shall be filed with the Superintendent. Within five (5) days of receipt of the grievance the Superintendent shall arrange a meeting with the Grievant to discuss the grievance. Within five (5) days of the discussion the Superintendent shall render his/her decision in writing.

If no decision is rendered within five (5) days of the discussion or the decision is unsatisfactory to the Grievant, the Grievant shall within five (5) days appeal same to the Board of Education.

Step 3 – Upon written application the Board shall allow the teacher an opportunity to be heard within ten (10) days. Within twenty (20) days from the hearing of the grievance the Board shall render its decision in writing.

Step 4 – If the Grievant or Association is not satisfied with the disposition of the grievance at Step 3, it may within ten (10) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association in writing and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.

1. The decision of the arbitrator shall be final and conclusive and binding upon the Board and the Association and/or Grievant.
2. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether a specific article and section of this Agreement has been violated and shall be subject in all cases to the rights, responsibilities, and authority of the parties under the Michigan General School Laws or any other national, state, county, district, or local laws. The arbitrator shall not usurp the function of the Board of Education and/or the Association or the proper exercise of this judgment and discretion under law and this Agreement.

D. The fees and expenses of the arbitrator shall be shared at the rate of fifty percent (50%) for the Grievant and fifty percent (50%) for the Board.

E. Should a teacher fail to institute a grievance within the time limits specified the grievance will not be processed. Should the Board fail to respond within the time limits specified, the grievance shall advance to the next step.

F. A Grievant who elects to file under the Tenure Act shall be ineligible for arbitration.

ARTICLE XIV – TEACHER EVALUATION

A. Observation by the administration of the work performance of a teacher shall be conducted with full knowledge of

the teacher. The use of eavesdropping, public address or audio systems, and similar surveillance or monitoring devices shall be strictly prohibited. The performance of all teachers shall be evaluated in writing.

B. All teachers shall be observed in accordance with state tenure law.

C. Evaluation Procedure.

1. One (1) observation shall be preceded by a pre-observation conference between the administrator and the teacher so that the administrator can be appraised of the teacher's objectives, methods, and materials planned for time of observation. Such conferences shall be held two (2) days prior to the observation. All other observations may be unannounced.
2. The observation of a teacher shall not be for less than at least a half class or period but one (1) class period or lesson is recommended.
3. The administrator shall provide a written evaluation within ten (10) working days of the observation and schedule a personal conference within five (5) working days following receipt of the written evaluation. If an administrator believes a teacher is doing unacceptable work, the reasons shall be set forth in specific terms. If necessary, the teacher shall also be provided written suggestions on how to improve and be informed of the assistance available from the administrator and other staff members. Subsequent written evaluations shall include a progress report on improvements listed as being necessary.
4. A teacher who disagrees with an observation or recommendation may submit a written response which shall be attached to the file copy of the evaluation in question. Materials both parties agree to be in error shall be removed from the file.

ARTICLE XV – PAYROLL DEDUCTIONS

A. Payroll deduction is available to designated financial institutions. No changes in payroll deduction shall be made except in September and January of each year. No other changes will be allowed. Wells Fargo, Peoples State Bank and the Chatham-Eben Federal Credit Union shall be identified as the only designated institutions for payroll deduction. These institutions shall be designated for the following items:

1. Direct deposit of paychecks into checking account.
 - a. Participants must enroll in designated enrollment periods (September and January).
 - b. The entire check must be deposited.
 - c. Participant is to make the necessary arrangements for opening an account.
2. Payroll Savings Plan under the following guidelines:
 - a. Participants must enroll in designated enrollment periods (September and January).
 - b. Participant is to make the necessary arrangements for opening an account.

B. Upon delivery to the Board or its designee an assignment authorizing the deduction, bargaining unit members may use payroll deduction for payments to TSA's.

- C. Upon delivery to the Board or its designee an assignment authorizing deduction of dues or service fee the Board or its designee shall deduct 5% of such dues or service fee from the regular salary check of said teacher for the first twenty pays of each. year.
- D. **Hold Harmless Clause:** The Association shall hold the Board harmless when authorized payroll deductions have been made and properly distributed.
- E. Teachers may elect either 21 or 26 pay periods with notification by the end of the first week of school in the fall.

ARTICLE XVI – AGENCY SHOP

- A. Any teacher who is not a member of the Association is good standing or who does not make application of membership within thirty (30) days from the first day of active employment shall pay a service fee to the Association an amount equivalent to the dues required to be paid by members of the Superior Central Education Association, excluding NEA, MEA, and SCEA Political Action Committee fees. The teacher may authorize payroll deductions in the same manner as specified in Article XVI.
- B. **Hold Harmless Clause:** The Association shall hold the Board harmless regarding collection of the service fee.

ARTICLE XVII – NEGOTIATION PROCEDURES

- A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either party or both of the parties at the time they negotiated or signed this Agreement.
- B. Not later than May 1 of the calendar year in which this Agreement expires the Association and the Board agree to begin negotiations of a successor agreement.
- C. In any negotiation described in this Article 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. Both parties mutually pledge that representatives selected by each party be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiation or bargaining, subject only to such ultimate ratification.
- D. A proposed calendar will be ready by June 1st.

ARTICLE XVIII – RETIREMENT BENEFITS

- 1. To qualify for retirement benefits employees must:
 - a. Have worked at least ten (10) years at Superior Central or its successor districts.
 - b. Show proof of retirement from the Michigan Employees Retirement System.
 - c. Notify the Board of intent to retire including the last date of employment at least thirty (30) days prior to the fiscal year (June 1) in which the retirement will take place. (Example: notify by June 1, 2010 for retirement anytime between July 1, 2010 and June 30, 2011).

2. Retirement benefits shall be calculated using the employees number of accumulated leave days at retirement times the rate indicated in the chart below.

The number of days accumulated for the retirement calculation shall be capped at one-hundred fifty (150). Effective date is July 1, 2010.

Completed Full Years of Service at Superior Central	Rate		Accumulated Leave Days
10-14	\$100/day	x	_____
15-19	\$125/day	x	_____
20-24	\$150/day	x	_____
25 +	\$190/day	x	_____

There will be two banks beginning at the start of the 2010-2011 school year. One with accumulated days and dollar amounts to that point and a new bank reflecting the new number of days and dollar amounts.

3. Retirement benefits shall be made in equal installments over five (5) years.
4. Retirement benefits terminate upon death. They are not intended to be a survivor benefit.

ARTICLE XIX – MISCELLANEOUS

- A. **Workers' Compensation.** Any employee who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Workers' Compensation Law of the state.
- B. **Salaries of Part-Time Teachers.** Teachers regularly employed but working less than the full day shall receive salary based on the full-time rate for the portion of the day that he/she teaches.
- C. **Media Director's Salary/Hours.** The Media Director's salary will be based on the salary schedule. The Media Director's teaching hours will be one-half (1/2) hour before school begins and one-half (1/2) hour after school ends.

The Media Director may leave on Fridays and days before a holiday after the buses leave.

The Media Director will be expected to close the Media Center after the final day of instruction for the school year and have the Center prepared for opening on the first day of instruction of a school year.

The Media Director shall receive five (5) additional days per year. Two (2) days prior to the start of school and three (3) days at the end of the school year.

- D. **Guidance Salary/Hours** The Guidance Counselor shall receive five (5) additional days per year. Two (2) days prior to the start of school and three (3) days at the end of the year.
- E. **Graduate Hour Payments.** The Board of Education agrees to pay 50% tuition cost per credit hour for graduate hours taken by teachers for the improvement of classroom instruction within their major or minor areas, within their instructional assignment area, or required certification on the part of individual teachers as imposed by the Michigan State Department of Education. Courses in administration will not be considered appropriate for reimbursement.

Graduate course work must be approved by the Board of Education or its designee prior to enrollment. Payment will be made upon proof of successful course completion. Proof consists of wither a transcript or final grade report and documentation of tuition payment.

Under no circumstances will the Board of Education be required to pay for more than six (6) credit hours for any individual within a two year period (July 1 to June 30).

- F. **Credit for Experience.** The School District may allow up to seven (7) years of outside experience (Michigan certification or equivalent) when determining the salary of an experienced teacher who comes to the system from another District.
- G. **Retirement.** The School District will be responsible for the payment of retirement charges as required by law.
- H. **Mileage.** Employees using their own automobile to conduct school business with the prior approval of the Superintendent or designee will be reimbursed at the current IRS rate.
- I. It is mutually agreed that for the duration of this contract in the event the Board employs an administrator for less than full time and the administrator continues to work as a teacher, counselor, or librarian, the administrator shall pay pro-rata Association dues or service fees.
- J. To determine the step for an employee hired other than at the beginning of the school year, the following formula shall be applied:
 - 1. An employee working 39% of the calendar days or less in a school year will receive no step credit for the time served.
 - 2. An employee working 40 to 86% of the calendar days will receive one-half (1/2) step credit for the time served.
 - 3. An employee working 87% or more of the calendar days will receive full step credit for time served.
- K. The distance learning room contains audio visual equipment for use in monitoring the classroom.
- L. Final grades will not be expected until two (2) days after the last day of final exams.

SUPERIOR CENTRAL EA 2009-10 SALARY SCHEDULE

Step	BA Degree	BA + 18	MA/BA+30	MA + 15	MA+30
1	27,620	28,863	30,106	31,349	32,592
2	28,862	30,106	31,349	32,592	33,835
3	30,105	31,349	32,592	33,835	35,077
4	31,348	32,592	33,835	35,077	36,320
5	32,591	33,835	35,077	36,320	37,563
6	33,834	35,077	36,320	37,563	38,806
7	35,077	36,320	37,563	38,806	40,049
8		37,563	38,806	40,049	41,292
9		38,806	40,049	41,292	42,535
10		40,049	41,292	42,535	43,778
11		41,292	42,535	43,778	45,021
12		42,535	43,778	45,021	46,264
13		43,778	45,021	46,264	47,506
14		45,021	46,264	47,506	48,749
15		46,264	47,506	48,749	49,992
16		47,506	48,749	49,992	51,235
17		48,749	49,992	51,235	52,478
18		49,992	51,235	52,478	53,721
19		51,235	52,478	53,721	54,964
20/21		52,478	53,721	54,964	56,207
22/23		53,721	54,964	56,207	57,450
24/25		54,964	56,207	57,450	58,693
26/27		56,207	57,450	58,693	59,935
28/29		57,450	58,693	59,935	61,178
30/31		58,692	59,935	61,178	62,421
32/33		59,935	61,178	62,421	63,664
34/+		61,178	62,421	63,664	64,907

SUPERIOR CENTRAL EA 2010-11 SALARY SCHEDULE

01-9
Suburb

en si oirt

Step	BA Degree	BA + 18	MA/BA+30	MA + 15	MA+30
1	27,897	29,152	30,408	31,663	32,918
2	29,152	30,408	31,663	32,918	34,174
3	30,408	31,663	32,918	34,174	35,429
4	31,663	32,918	34,174	35,429	36,684
5	32,918	34,174	35,429	36,684	37,940
6	34,174	35,429	36,684	37,940	39,195
7	35,429	36,684	37,940	39,195	40,450
8		37,940	39,195	40,450	41,706
9		39,195	40,450	41,706	42,961
10		40,450	41,706	42,961	44,217
11		41,706	42,961	44,217	45,472
12		42,961	44,217	45,472	46,727
13		44,217	45,472	46,727	47,983
14		45,472	46,727	47,983	49,238
15		46,727	47,983	49,238	50,493
16		47,983	49,238	50,493	51,749
17		49,238	50,493	51,749	53,004
18		50,493	51,749	53,004	54,259
19		51,749	53,004	54,259	55,515
20/21		53,004	54,259	55,515	56,770
22/23		54,259	55,515	56,770	58,026
24/25		55,515	56,770	58,026	59,281
26/27		56,770	58,026	59,281	60,536
28/29		58,026	59,281	60,536	61,792
30/31		59,281	60,536	61,792	63,047
32/33		60,536	61,792	63,047	64,302
34/+		61,792	63,047	64,302	65,558

SUPERIOR CENTRAL EA 2011-12 SALARY SCHEDULE

Step	BA Degree	BA + 18	MA/BA+30	MA + 15	MA+30
1	27,620	28,863	30,106	31,349	32,592
2	28,862	30,106	31,349	32,592	33,835
3	30,105	31,349	32,592	33,835	35,077
4	31,348	32,592	33,835	35,077	36,320
5	32,591	33,835	35,077	36,320	37,563
6	33,834	35,077	36,320	37,563	38,806
7	35,077	36,320	37,563	38,806	40,049
8		37,563	38,806	40,049	41,292
9		38,806	40,049	41,292	42,535
10		40,049	41,292	42,535	43,778
11		41,292	42,535	43,778	45,021
12		42,535	43,778	45,021	46,264
13		43,778	45,021	46,264	47,506
14		45,021	46,264	47,506	48,749
15		46,264	47,506	48,749	49,992
16		47,506	48,749	49,992	51,235
17		48,749	49,992	51,235	52,478
18		49,992	51,235	52,478	53,721
19		51,235	52,478	53,721	54,964
20/21		52,478	53,721	54,964	56,207
22/23		53,721	54,964	56,207	57,450
24/25		54,964	56,207	57,450	58,693
26/27		56,207	57,450	58,693	59,935
28/29		57,450	58,693	59,935	61,178
30/31		58,692	59,935	61,178	62,421
32/33		59,935	61,178	62,421	63,664
34/+		61,178	62,421	63,664	64,907

APPENDIX B – SCHEDULE OF PAY FOR EXTRACURRICULAR DUTIES

<u>ATHLETICS</u>	<u>Percentage of Base</u>
Varsity Basketball	12.0%
Junior Varsity Basketball	6.0%
Junior High Basketball	3.0%
Cross Country	6.0%
Varsity Track	6.0%
Junior High Track	3.0%
Varsity Volleyball	12.0%
Junior Varsity Volleyball	4.5%
Varsity Cheerleading	3.0%
Junior Varsity Cheerleading	2.5%
Junior High Cheerleading	2.0%

ADVISORSHIPS

Senior Class	3.0%
Junior Class	2.0%
Sophomore Class	1.0%
Freshman Class	1.0%
Yearbook (if done as extra project, not part of class)	5.0%
Student Council	3.0%
6 th , 7 th , and 8 th Grade Advisor	1.0%
BPA Advisor	1.0%
High School Bowl	3.0%
Science Olympiad	4.0%
Band Director	4.0%
Drama/Musical	2.0%
Forensics/Debate	2.0%
National Honor Society	2.0%
Youth in Government	2.0%

INCREMENTS

Years: 1-3	BA Step: 1
4-6	2
7-9	3
10-12	4
13-UP	5

Years of placement shall be determined by the number of years experience for positions at the 7th grade level or higher. Coaches and/or advisors shall move back 1 year for each year away from the activity (ex.: Coach for 10 years and take 3 years off from that sport, return at year 7, step 3).

Areas deleted from Schedule B may be added as curriculum needs change and activities are increased.

All extracurricular activities indicated above are excluded from any tenure privileges.

All positions will be appointed annually.

Christy Kraus
Laura Taskey
Meredith Thompson

Shane Burbach

APPENDIX C – CAFETERIA PLAN

The Board shall establish and maintain a Cafeteria Plan that is designed to satisfy the requirements for tax favored status Under Section 125 of the Internal Revenue Code of 1986 (the "Code"). The purpose of the Cafeteria Plan will be to allow teachers to make elections among certain taxable and non-taxable benefits. The specific benefits that shall be provided to teachers under the Cafeteria Plan will be, as follows:

- a. Waiver of Health Insurance Coverage: Employees will be allowed to waive the health insurance coverage provided by the Board and, in lieu of receiving health insurance coverage, employees will receive a cash benefit (in the form of additional compensation) in the amount of \$200 per month, paid quarterly, when 1 to 5 teachers waive health insurance coverage. The monthly amount will increase to \$500 a month with 6 teachers and \$583.33 with 7 teachers. If at any time during the year the number of teachers waiving coverage goes below 6, the monthly amount will revert to \$200 per month.

The Cafeteria Plan shall not contain any provisions requiring the contribution of amounts derived from the waiver of health insurance into any deferred compensation arrangement, including Code Section 403(b) annuities. Any election by an employee to defer such amounts into a Code Section 403(b) annuity shall be made by the employee individually, outside of the Cafeteria Plan, and in accordance with the rules under Code Section 403(b).

- b. Medical Premium Conversion Option: Employees who are required to pay a portion of their medical insurance premiums will be able to enter into a salary reduction agreement under the Cafeteria Plan and to pay the required amounts with pre-tax dollars.

The Cafeteria Plan shall have provisions pertaining to, among other things, eligibility to participate, administration and claims procedure. All disputes concerning the payment of claims under the Cafeteria Plan will be resolved under the Claims Procedure set forth in the Cafeteria Plan, and shall not be subject to any grievance procedures contained in this Agreement. The Board may unilaterally amend any provisions under the Cafeteria Plan in order to maintain its tax favored status (such as amendments necessitated by changes in the Code of the Treasury Regulations); provided that the Board may not unilaterally amend the Cafeteria Plan in a manner that will alter the eligibility of employees covered by this Agreement to participate in the Cafeteria Plan, or that will reduce benefit levels under the Cafeteria Plan; and, further provided, that the Board will give written notice to the Association of any amendment, including a copy of any such amendment, at least 30 calendar days before the amendment is to take effect. The participants shall be assessed on a per capita basis the expenses of establishing and maintaining the Plan; provided that experience gain resulting from forfeitures under the Cafeteria Plan may be used by the Board in its discretion to defray administrative expenses incurred in connection with the Cafeteria Plan.

Health Insurance

- A. The Board of Education shall pay the full premium rates for MESSA Choices II, with the \$10/20 Rx and the \$200/\$400 deductible (In-Network) rider.

The district also agrees to reimburse the deductible to employees. Filing for this reimbursement will be done in either June or December.

- B. Part-time employees who work at least one-half (1/2) time will be entitled to a single-subscriber insurance rate.
- C. The Superior Central School District will continue payment for health insurance through the end of the month in which an employee retires. The Superior Central School District will continue health insurance coverage through the end of the month of the last date worked for employees who choose to terminate their employment for reasons other than retirement. In the case of notification of potential layoff, the district shall continue payment of health insurance until the end of the month in which a layoff becomes effective.

**SUPERIOR CENTRAL SCHOOL DISTRICT CALENDAR
2009-2010**

September	1	1 st Professional Development Day
September	2	2 nd Professional Development Day
September	2	Middle & High School Open House 5:00 PM-7:00 PM
September	8	First Day of School for Students
September	17	Elementary Open House 6:00 PM-8:00 PM
September	29	Teacher Professional Development 7:50 AM-10:50 AM Student Day Begins at 11:00 AM
October	9	3 rd Professional Development Day No School for Students
October	30	End of 1 st Marking Period
November	11	Veteran's Day Program 9:45 AM
November	12	Parent/ Teacher Conferences 12:30 PM Early Dismissal Conferences 1:00 PM-5:00 PM and 6:00 PM-8:00 PM
November	13	No School
November	26 & 27	No School – Thanksgiving Break
November	30	Teacher Professional Development 7:50 AM-10:50 AM Student Day Begins at 11:00 AM
December		Santa's Superior Shop
December		Holiday Band and Choral Concert
December		Elementary Holiday Program
December	23	No School Winter Break Begins
January	4	School Resumes
January	15	End of 1 st Semester/Marking Period 2
January	25	Teacher Professional Development 7:50 AM-10:50 AM Student Day Begins at 11:00 AM
February	15-19	Mid-Winter Break
February	22	Teacher Professional Development 7:50 AM-10:50 AM Student Day Begins at 11:00 AM
March		Festival Band & Choral Concert
March	19	End of 3 rd Marking Period
March	31	Parent/Teacher Conferences 12:30 PM Early Dismissal Conferences 1:00 PM-5:00 PM and 6:00 PM-8:00 PM
April	2-9	Spring Break
April	12	School Resumes
April	27	Teacher Professional Development 7:50 AM-10:50 AM Student Day Begins at 11:00 AM
May		Spring Arts Night
May		Elementary Spring Sing
May	26	Last Day Students Dismissed at 12:30
May	30	Graduation Ceremony

Professional Development Full Days

September 1st
September 2nd
October 9th

P/T Professional Development Days (7:50 AM-10:50 AM) Student Day Begins at 11:00 AM

September 29th (Tuesday)
November 30th (Monday)
January 25th (Monday)
February 22nd (Monday)
April 27th (Tuesday)

Early Dismissal for Conferences

November 12th
March 31st

of Student Full Day

of Student Part/Time Days (3 hrs professional development and 3 hrs and 58 minutes of instruction)

September	16	1 (PD)
October	21	
November	17	1 (PD) 1 (Par/Tch)
December	16	
January	19	1 (PD)
February	14	1 (PD)
March	22	1 (Par/Tch)
April	15	1 (PD)
May	19	1 Part-time day
Total	160	<u>5 P/T Prof. Dev. Days Total (15 hours)</u> 2 Parent Teacher Days

Total 2352 minutes.

