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6/30/2001

STEPHENSON AREA PUBLIC SCHOOLS
OFFICE OF SUPERINTENDENT
W526 DIVISION ST - PO BOX 509
STEPHENSON MI 49887

TEACHERS' NEGOTIATED AGREEMENT
1998-1999; 1999-2000; 2000-2001

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1 PREAMBLE:

2 A Professional Negotiations Agreement between the UPEA/MEA and the
3 Board of Education of the Stephenson Area Public School District.

4 This Agreement entered into this 18th day of May, 1998, by and
5 between the Board of Education of the Stephenson Area Public School
6 District, Stephenson, Michigan, hereinafter called the "Board" and the
7 Stephenson Education Association, hereinafter called the "Association".

8 WITNESSETH

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

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

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

21 WHEREAS, the parties, following extended and deliberate professional
22 negotiations, have reached certain understandings
23 which they desire to set forth in writing and publicly declare.

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

26 ARTICLE I

27 Recognition

28 A. The Board hereby recognizes the UPEA/MEA Association as the sole
29 and exclusive bargaining representative as defined in Section 11 of Act
30 379, Public Acts of 1965, for certified teaching personnel, employed or
31 to be employed by the Board (whether or not assigned to a public school
32 building), but excluding per diem substitutes, Community School
33 employees, supervisory, executive personnel, office and clerical
34 employees, and all other employees. The term "Teacher" when used

1 hereinafter in this Agreement, shall refer to all employees represented
2 by the Association in the bargaining or negotiating unit as above
3 defined, and references to male teachers shall include female teachers.

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

12 C. Nothing contained herein shall be construed to deny or restrict
13 to any teacher the rights they may have under the Michigan General
14 School Laws or applicable civil service laws and regulations. The
15 rights granted to teachers hereunder shall be deemed to be in addition
16 to those provided elsewhere.

17 ARTICLE II

18 Teacher Rights

19 A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby
20 agrees that every teacher employed by the Board shall have the right
21 freely to organize, join and support the Association for the purpose of
22 engaging in collective bargaining or negotiations with respect to hours,
23 wages, terms and conditions of employment; and that it will not
24 discriminate against any teacher with respect to hours, wages or any
25 terms or conditions of employment by reason of their membership in the
26 Association, their participation in any activities of the Association or
27 collective professional negotiations with the Board, or their
28 institution of any grievance, complaint or proceeding under this
29 Agreement or otherwise with respect to any terms or conditions of
30 employment.

31 B. The Association and its members shall have the right to use
32 school building facilities for meetings at a time mutually agreed upon
33 by the Association and the administration. No teacher shall be
34 prevented from wearing insignia, pins or other identification of

1 membership in the Association either on or off school premises.
2 Bulletin boards and other established media of communication shall be
3 made available to the Association and its members in the teachers'
4 workroom.

5 C. The Board agrees to furnish to the Association in response to
6 written requests available public information concerning the financial
7 resources of the District, tentative budgetary requirements and
8 allocations, and such other information relevant to collective
9 bargaining, as long as such information or materials are not privileged
10 or prohibited from disclosure by law or nonemployer regulation. The
11 Association shall reimburse the Board for reasonable expenses incurred
12 in furnishing information or making records available.

13 ARTICLE III

14 Board of Education Rights

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

- 21 1. To the executive management and administrative control of
22 the school system and its properties and
23 facilities, and the professional activities of its
24 employees;
25
- 26 2. To hire all employees and subject to the provisions of law,
27 to determine their qualifications, and the conditions for
28 their continued employment, or their dismissal or demotion;
29 and to promote, and transfer all such employees;
30
- 31 3. To establish grades and courses of instruction, including
32 special programs, and to provide for athletic, recreational
33 and social events for students, all as deemed necessary or
34 advisable by the Board;
35
- 36 4. To decide upon the means and methods of instruction, the
37 selection of textbooks and other teaching materials and the
38 use of teaching aids of every kind and nature;
39
- 40 5. To determine class schedules, the hours of instruction, and
41 the duties, responsibilities, and assignments of teachers
42 and other employees with respect thereto and nonteaching
43 activities and the terms and conditions of employment;
44
- 45 6. To exclude from tenure all extra compensation positions
46 during the school year, and all employment in summer
47 programs.

1
2 The exercise of the foregoing powers, right, authority, duties and
3 responsibilities by the Board, the adoption of policies, rules,
4 regulations and practices in furtherance thereof and the use of judgment
5 and discretion in connection therewith shall be limited only to the
6 extent such specific and express terms hereof are in conformance with
7 the Constitution and laws of the State of Michigan and the Constitution
8 and laws of the United States.

9
10 ARTICLE IV

11 Professional Compensation

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

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

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

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

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

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

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

23 H. The salary schedule pay is based on a school year of 9 1/4
24 months or a minimum of 180 days of school.

25 I. In determining the initial salary of a teacher, who begins his
26 work in the Stephenson Area Public Schools after teaching in other
27 schools, full credit will be given for the first five(5) years, year for
28 year. A fraction of one-half or greater shall be counted as a whole
29 year of service.

30 J. Each year of military service following teacher certification
31 will count as one full year of teaching.

32 K. If, for any reason, an employee is to be docked a day's pay, the
33 formula used to compute the docked or lost wages shall be to divide the
34 number of teacher attendance days into the employee's listed base salary

1 on the particular salary schedule and step that person holds. In the
2 event of deduction of pay or in hiring part-time employees, a fraction
3 of one-sixth(1/6) or divisions thereof shall be used to determine
4 employee hourly pay amounts in prorating pay for partial day employees
5 from the above formula for determining a day's pay amount. This clause
6 in no way impairs the employment practices of the Board.

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

17 ARTICLE V

18 Teaching Hours

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

- 21 1. Teachers at assigned building no later than 8:00 a.m.
- 22 2. Teachers will commence working or be at their work stations
23 by 8:10 a.m.
- 24 3. The school day shall end at 3:20 p.m., however, this time
25 may vary by building to accommodate additional time added to
26 the calendar. Elementary teachers may leave at the end of
27 their teaching day provided students are adequately
28 supervised by teachers during bus departure. For the
29 purposes of this Agreement, three(3) teaching periods shall
30 constitute one-half(1/2) day in the high school as
31 fifty(50%) present of the teacher's day shall be one-
32 half(1/2) day in the elementary schools.
- 33 4. Faculty meetings may be held on the second Wednesday of each
34 month from 3:15 p.m. to 4:00 p.m., if necessary. The
35 administrator will distribute agendas to the teacher no
36 later than two days in advance. Teachers may suggest items
37 for the agenda. Teachers are expected to attend the meeting
38 unless excused in advance by the administrator. A second
39 staff meeting may be held. This second meeting could
40 consist of a department meeting, grade level, building
41 level, or full staff. Any one of these meetings called by
42 the principal (not building coordinator) would be the second
43 meeting for the entire staff. Example: A full staff
44 meeting at the high school and an English staff meeting
45
46
47

1 would constitute the two meetings for the high school.
2 Elementary - full staff meeting and the third grade teachers
3 would constitute two meetings. (Reminder: Meetings could
4 be at 8:00 a.m. in the morning.)
5

- 6 5. Teachers may leave school on Fridays after the buses have
7 departed.
8
9 6. Teachers may leave school on the day preceding a scheduled
10 recess after the buses have departed.
11
12 7. When, in the judgment of the Superintendent of Schools,
13 hazardous weather conditions prevent the opening of schools
14 in the District, the school buildings will remain open for
15 use by teachers who can reach them. Notice of closing will
16 be given through radio stations listed in the "Emergency
17 School Closing Administrative Procedures" updated annually
18 and posted in each teacher's workroom. On such days
19 teachers are requested to tune in to the local radio
20 stations.
21

22 In the event school is closed under the authority of Section
23 101(3) of the State School Aid of 1984 prior to the start of
24 school, and State Aid is lost for the day, bargaining unit
25 members shall make up such days during remaining vacation
26 days by mutual agreement with the Association or at the end
27 of the school year. If school is called off after employees
28 have reported for work but prior to noon, employees shall be
29 paid a pro-rated amount based on their day's pay rate for
30 the additional hours of work, determined from student
31 dismissal time, if a full day must be made up at a later
32 time. If the State law reverts to its former condition, in
33 accordance with the past practice of the district, in
34 bargaining unit members need not report to school or for
35 work on such days and shall not suffer any diminution of pay
36 for such inability to report.
37

- 38 8. Employees shall dress in a manner appropriate to their work
39 station.
40

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

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

50 C. Elementary teachers in grades kindergarten through six inclusive
51 will be provided two fifteen minute recess periods per day.

52 D. Elementary recess periods are to be assigned by the Building
53 Coordinators.

ARTICLE VI

Teaching Loads and Assignments

A. The normal teaching load of all regular 7-12 secondary classroom teachers consists of an assigned teaching assignment of five(5) class periods and one(1) preparation period, consistent with the provisions of Article V, Section A. Should any change be deemed appropriate by the Board, it will negotiate the change with the Association. Each full-time secondary teacher shall be entitled to a single preparation period each day. Such teachers working half-time or more in levels seven(7) to twelve(12) shall be entitled to prorated preparation time according to the number of classes taught.

B. The normal teaching load of the regular K-6 classroom teachers will be based on the teaching grade assignment. Class size differences in the various elementary schools will be adjusted so severe inequities in the number of pupils in any particular classroom do not exist. If and when their classes are receiving instruction from subject matter specialists, elementary teachers are permitted to use that time for preparation.

C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study and only as recommended in the criteria of the North Central Association of Colleges and Secondary Schools.

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

E. Employees requested to substitute for other bargaining unit members during their daily preparation period can voluntarily agree to

1 accept such duty to cover another teacher's absence from class. In the
2 event there is no volunteer available and it becomes necessary for the
3 appropriate building administrator to assign another teacher to cover an
4 absent teacher's class, he/she will be reimbursed at a rate of \$15.00
5 per class. Reimbursement for a fractional class period will be prorated
6 based on actual time spent in the classroom.

7 F. Bargaining unit members and administrators shall be mutually
8 responsible for creating and maintaining conditions conducive to
9 learning and the maintenance of discipline.

10 ARTICLE VII

11 Teaching Conditions

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

18 A. Because the pupil-teacher ratio is an important aspect of an
19 effective educational program, the parties agree that class size should
20 be lowered wherever possible and whenever possible to conform to the
21 recommendation of the criteria of the North Central Association of
22 Colleges and Secondary Schools.

23 B. Elementary schools, grades kindergarten through six inclusive
24 should be as follows wherever possible:

- | | | |
|----|------------------------------|----------------------------|
| 25 | 1. Kindergarten | 22 pupils |
| 26 | 2. Elementary school grades | 27 pupils |
| 27 | 3. Special education classes | The number of pupils shall |
| 28 | | be as provided by the |
| 29 | | applicable guidelines of |
| 30 | | the state of Michigan. The |
| 31 | | receiving elementary |
| 32 | | classroom teacher will be |
| 33 | | present at IEPC and have |
| 34 | | input. |
| 35 | | |

36 C. In secondary grades, seven through twelve inclusive, the ratio
37 of pupils to teachers and other professional staff members of the high
38 school shall not exceed 27 to 1 wherever possible. The administration

1 will try to achieve the best or manageable balance possible in both
2 elementary or secondary grades. Only a staff member's time actually
3 devoted to duties in the high school may be counted in determining the
4 pupil-teacher ratio.

5 D. The Board recognizes that appropriate texts, library reference
6 facilities, maps and globes, laboratory equipment, audio-visual
7 equipment, questionnaires, and similar materials are the tools of the
8 teaching profession. The parties will confer from time to time for the
9 purpose of improving the selection and use of such education tools. The
10 Board agrees at all times to request teacher participation in the
11 selection of instructional equipment and teaching supplies.

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

18 F. A teacher shall not be required to drive a school bus as part of
19 his regular assignment; nor shall a teacher be hired as a regularly
20 assigned driver.

21 G. The Board shall make available in each school adequate
22 lunchroom, rest rooms and lavatory facilities exclusively for teacher
23 use and at least one room, appropriately furnished, which shall be
24 reserved for the faculty.

25 H. Communications with parents, other schools, and organizations
26 being essential to a positive school, a private uninterrupted phone
27 station for school business only will be provided as designated for a
28 teacher's use. The following will be designated:

- 29 a. Stephenson Elementary - Building Coordinator's Office
- 30 b. Portable phones shall be provided for Mellen and Daggett
31 Elementary Schools
- 32 c. High School - Principal's Conference Room

33
34 I. The Association is granted the privilege of installing
35 appropriate vending machines in the teacher's workroom, the proceeds to
36 be used for the existing Teachers' Fund.

1 J. Adequate parking facilities shall be made available to teachers.
2 Designated (marked to separate students from faculty) parking areas will
3 be monitored by building principal during the school day.

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

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

19 M. Each department in the secondary school will select one staff
20 member to serve as department chairperson(s) for the school year;
21 selection to be made prior to the end of the second week of the school
22 year. The duties and responsibilities of the department head will be
23 determined by the Building Principal following input from the teachers
24 concerned, and will be submitted to each member of the department. In
25 the event a chairperson(s) is not selected, the Building Principal will
26 appoint a chairperson(s). If a bargaining unit member so appointed does
27 not wish to be appointed, he/she shall have the right to decline the
28 appointment.

29 Chairperson(s) will be selected in nine(9) academic and support
30 areas. The makeup of each department will be mutually developed by the
31 administration and the SEA. The position of department chairperson will
32 be a paid position and will be for a one(1) year period only.

33 N. Weekly lesson plans will be provided to the Building Coordinator
34 or Principal by each teacher assigned to the building the last school

1 day of the week for the next school week. The plan book is to be
2 provided by the district and submitted to the Building Coordinator or
3 Principal at the close of the school year.

4 O. The Board of Education shall provide substitute personnel in the
5 event the elementary music, gym, or art teacher is absent. These
6 teachers will have a "generic" lesson plan on file.

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

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

19 Any employee contracting a communicable disease shall have no fewer
20 rights to continued employment with the employer than the rights
21 afforded to a student to attend school. Such employees shall have the
22 right to continue working as long as his/her personal physician
23 certifies that he/she is able to continue unless there is contrary
24 intervention by the Michigan Department of Health. The employer shall
25 have the right to request a second medical opinion at its own expense.

26 Q. Elementary teachers will be responsible to provide one(1)
27 evening program during the school year.

28 ARTICLE VIII

29 Vacancies and Promotion

30 A. A vacancy shall be defined as any position, either newly created
31 or a present position, that is not filled, which the Board intends to
32 fill. Whenever any vacancy in any certificated professional position in
33 the district shall occur, the Board shall publicize the same by giving
34 ten(10) days written notice of such vacancy to the Association and to

1 the Building Coordinator or Principal of Schools in each school
2 building. No vacancy shall be filled, except in case of emergency on a
3 temporary basis, until the Association has been notified.

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

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

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

25 ARTICLE IX

26 Consolidation - Annexation

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

31 ARTICLE X

32 Reduction in Personnel

33 A. No later than thirty(30) days following ratification of this
34 Agreement, and by September 30th thereafter, the Employer shall prepare

1 and post in every building of the district a seniority list. Bargaining
2 unit members shall be ranked on the seniority list from most senior to
3 least senior. If a bargaining unit member does not object to his/her
4 placement on the seniority list within thirty(30) days of the posting,
5 that list shall become final for the purpose of reduction in personnel
6 for that school year.

7 B. Seniority shall be defined as length of service within the
8 bargaining unit as of the bargaining unit member's first day of hire.

9 In circumstances of more than one bargaining unit member signing an
10 individual contract on same date of hire, all such individuals so
11 affected shall participate in a drawing, conducted by the Association at
12 a time and in a place available to bargaining unit members, to determine
13 the affected members' placement on the seniority list. The district
14 shall be informed of the results in writing following the drawing.

15 Members returning from a leave or layoff in which seniority does not
16 accrue shall be placed at the bottom of the list of members for their
17 respective position (number of accumulated years) on the list if more
18 than one person is listed in order for that particular position. Part-
19 time bargaining unit members shall accumulate seniority on a prorated
20 basis, based on the actual number of paid equivalent days worked.

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

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

32 C. Seniority shall continue to accumulate for any bargaining unit
33 member on paid leave of absence, paid maternity leave, or sick leave.

34 Individuals on military and unpaid leaves of absence shall not accrue

1 seniority during such leave and the bargaining unit member shall be
2 placed on the seniority list upon his/her return to employment in the
3 same manner as those returning from layoff.

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

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

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

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

38 "Qualifications" shall be defined to include only the
39 following:

- 40 a. Advanced credit hours beyond minimum certification
41 requirements.
 - 42 b. Number of years of K-12 public education teaching
43 experience out of the District.
 - 44 c. Educationally related workshops and/or professional
45 training in areas related to bargaining unit member's
46 employment.
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2 d. Past performance as revealed through formal evaluations.
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4 Except in the event of an emergency, bargaining unit members shall
5 be given at least thirty(30) days advance written notice of layoff prior
6 to the effective date of the layoff. An emergency for the purposes of
7 this Article shall be defined as an event or occurrence which results in
8 extensive physical damage to school property; (i.e., fire, plumbing
9 breaks, vandalism) which are of such a nature that they could not have
10 been anticipated in advance. Financial difficulties shall not be
11 defined as emergencies unless a millage fails after the start of the
12 school year or two and five-tenths(2.5%) percent or more of the K-12
13 student body is lost as verified by the Fourth Friday Count or most
14 recent count for that year.

15 Any employee on layoff shall be entitled to recall for up to two(2)
16 years or the length of his/her seniority, whichever is longer and shall
17 retain and be reinstated to the seniority level held by the bargaining
18 unit member prior to such layoff upon his/her return to employment. The
19 Board shall recall employees in the reverse order of layoff to any
20 position for which bargaining unit member is certified and qualified.
21 Such bargaining unit member shall be notified of recall by certified
22 letter to the bargaining unit member's last known address of record.
23 The bargaining unit member shall have ten(10) days from receipt of such
24 certified letter to notify the district superintendent of acceptance or
25 rejection of such position. Rejection of a position shall not restrict
26 the bargaining unit member's right to recall or retention of seniority
27 rights provided the position rejected was not a full time position or
28 equivalent in time to the position previously occupied by the bargaining
29 unit member.

30 E. Before official action on a reduction of teachers is taken by
31 the Board of Education, it will give written notice to the Association
32 President by certified mail return receipt requested of the contemplated
33 reduction and afford the Association opportunity to discuss it with the
34 employer. Such notification shall be given to the Association President
35 at least ten(10) calendar days prior to any official Board action. As

1 soon as the names of the teachers to be laid off are known, a list of
2 such names shall be given to the Association. Such notification shall
3 be given to the Association President at least 10 calendar days prior to
4 any official Board action.

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

13 G. If the employer fails or refuses to comply with Section E and F
14 above, or if the reasons assigned clearly demonstrate that the employer
15 acted arbitrarily or capriciously, the Association has the right to
16 utilize the grievance and arbitration procedure to seek relief.

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

22 1. Other Conditions

- 23 a. Leaves of absence without pay will be automatically
24 granted to any and all personnel affected by a reduction
25 in staff. These leaves of absence shall not prohibit
26 the teachers from seeking and accepting gainful
27 employment elsewhere and shall not be terminated for
28 that reason except on written request of the teacher.
29
- 30 b. During said leave of absence the teacher shall receive
31 no insurance benefits at Board expense, but may elect to
32 continue insurance benefits by paying the premiums
33 directly to the carrier. This section is contingent
34 upon approval by the insurance carrier.
35
- 36 c. During said leave of absence such teacher's seniority
37 shall remain unbroken despite such leave, but shall not
38 accumulate. His accumulated sick leave shall not be
39 canceled, but shall remain credited to him.
40
- 41 d. Any teacher who would have qualified for retirement
42 during the reduction year, shall be permitted to teach
43 that year so as to acquire needed service.
44
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1
2 e. The leave of absence for the purpose of staff reduction
3 shall not result in loss of status or credit for
4 previous years of service. Upon return to the district
5 he shall assume the position on the salary schedule
6 previously held with no credit allowed for the leave of
7 absence period.
8

9 ARTICLE XI

10 Transfers

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

13 B. Requests to transfer to vacancies occurring in the system may be
14 made when:

- 15 1. The application is made in writing
16
17 2. The person requesting the transfer is fully qualified for
18 the position.
19
20 3. The transfer is for the good of the system as well as the
21 individual.
22

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

27 ARTICLE XII

28 Sick Leave

29 A. All full-time employees shall receive sick leave credit at the
30 rate of 1.11 days per school month, unless they have accumulated 125
31 days. At that time sick leave credit shall be earned at the rate of .88
32 and shall become available to the teachers as is earned. If during a
33 particular illness, in any one year, an employee does not have
34 sufficient sick days accumulated, that employee's salary shall be docked
35 and then upon employee's written request, repaid to the employee on the
36 21st check in June. When the maximum number of sick days are reached,
37 deductions for sick days taken will be made at the end of the school
38 year rather than on a monthly basis. However, at no time will a teacher
39 start a school year with more than the allowable maximum number of days.

40 B. Unused sick leave shall be cumulative to 125 days.

41 C. Teachers shall be given written notice of sick days available at

1 the beginning of the school year. The teacher shall be responsible for
2 keeping a running account of sick leave throughout the balance of the
3 school year.

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

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

14 F. Procedure for notification of absence because of illness

- 15 1. Please notify the Office of the Superintendent of Schools or
16 his representative no later than one hour prior to the start
17 of the teacher's assigned arrival time, if you plan to be
18 absent for the day because of personal illness.
- 19 2. The teacher's class list must be available to the substitute
20 teacher.
- 21 3. Assignments and lesson plans will be provided for the
22 substitute teacher. In cases of sudden illness, these plans
23 must be given verbally to the office secretary. If no plans
24 are provided and no real emergency exists, sick leave will
25 not be authorized.
- 26 4. A teacher will not be charged for sick day(s) or personal
27 leave or discretionary leave applied for in the event school
28 is canceled on those days.

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33 ARTICLE XIII

34 Leave of Absence

35 A. Any teacher whose personal illness extends beyond the period
36 compensated under Article XII shall be granted a leave of absence
37 without pay for such time as is necessary to complete recovery from such
38 illness. Charges for the use of such days shall be at the minimum rate
39 of one-half(1/2) day per time used. Upon return from leave, a teacher
40 shall be assigned to the same position, if available, or a substantially
41 equivalent position. Such leave of absence must be requested by the
42 teacher in writing upon use of accumulated sick leave. The intention to
43 return to a teaching position during the next school year shall be made

1 in writing prior to April 15.

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

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

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

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

- 1 3. Time necessary for taking selective service physical
2 examination when proof is furnished of the pending
3 examination.
4
- 5 4. A teacher shall be entitled to three(3) days of personal
6 leave per year to be used at the employee's discretion.
7 Two(2) additional personal leave days shall be granted when
8 the employee accumulates 125 sick days.
9
- 10 (a) Those desiring to use such leave shall submit their
11 request on a form provided by the Board at least five(5)
12 days in advance of the anticipated absence, except in
13 cases of emergency. In such case, the employee shall
14 apply as soon as possible. The form shall be filed with
15 the appropriate administrator or building coordinator.
16
- 17 (b) Charges for the use of such days shall be at the minimum
18 rate of one-half(1/2) day per time used.
19
- 20 (c) These days shall not be used on the first or last day of
21 school, or to extend holidays or vacations, or on
22 Parent-Teacher Conference days, unless under extenuating
23 circumstances, to be determined individually in advance
24 by the Superintendent of Schools. Use of these days
25 shall be based on the availability of qualified
26 substitutes. A "qualified" substitute shall be defined
27 as a substitute teacher on the school's substitute list.
28
- 29 (d) Days of discretion may be used during hunting season
30 provided no more than ten(10) percent of the staff use
31 the leave on any one day and provided that qualified
32 substitutes are available. If more than ten(10) percent
33 of the staff apply for a day of discretion during
34 hunting season for any one day, a drawing shall be held
35 by the Association. Exceptions to the ten(10%) percent
36 limit may be considered.
37
- 38 (e) Elementary personnel who participate in the 8:00-8:30
39 a.m. and recess supervision rotation within their
40 respective buildings are eligible for one(1) additional
41 discretionary/compensation day. (See guidelines for
42 discretionary days.)
43

44 D. Leave of absence without pay shall be granted upon application
45 for the following purposes providing a qualified replacement can be
46 found:

- 47 1. Study related to the teacher's licensed field.
48
49 2. Study to meet state certification other than that held by
50 the teacher.
51
52 3. Study, research, or special teaching assignment involving
53 probable advantage to the school system.
54

55 E. Military leave of absences shall be granted in accordance with
56 applicable law.

57 Teachers on military leave shall be given the benefit of up to two
58 increments which would have been credited to them had they remained in
59 active service of the school system.

1 F. The Board may grant up to one(1) year leave of absence without
2 pay for pregnancy or adoption. Upon completion of leave, the teacher
3 shall be assigned to the same position or a substantially equivalent
4 position.

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

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

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

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

21 H. When a regular employee qualifies for retirement, is laid off,
22 or severs employment after 20 years of service, the Board of Education
23 shall pay to the employee thirty-five (\$35.00) dollars per day for an
24 amount equivalent to accumulated sick leave days not used. Any employee
25 who starts their last year of employment with the maximum number of
26 accumulated sick leave days, shall be awarded the full ten(10) days at
27 the end of his or her retirement year.

28 I. (Professional Leave) School employees who are elected or
29 appointed as delegates, committeemen, or officers of professional and
30 educational organizations may be approved by the Board of Education for
31 time off from school duties without loss of pay to attend the
32 professional meetings. Each request shall be judged on its own merits.

33 J. Dental work scheduled during the teaching day will not be
34 considered under sick leave unless a signed statement by the dentist is

1 presented to the office prior to taking leave from work indicating it is
2 impossible for the dentist to make appointments at times other than the
3 teaching day. This restriction applies only to normal checkups and
4 cleaning, and shall not apply to those occurrences when the employee is
5 in pain or need of dental work.

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

14 L. Leave of absence and sick leave forms shall be placed in the
15 teacher's mailbox by the secretary on the date of absence. All payments
16 will be withheld until forms are received.

17 ARTICLE XIV

18 Teacher Evaluation

19 A. All monitoring or observation of the work performance of a
20 teacher shall be conducted openly and with full knowledge of the
21 teacher. The use of eavesdropping, closed circuit television, public
22 address or audio system, and similar surveillance devices shall be
23 strictly prohibited unless mutually agreed upon by the teacher and
24 administration. The appropriate administrator will notify the local
25 Association President of each occurrence.

26 B. No teacher shall be disciplined, reprimanded, reduced in rank or
27 compensation or deprived of any professional advantage without just
28 cause. This section shall not apply to a decision by the Board of
29 Education concerning the nonrenewal of a probationary teacher's
30 contract, the same being within the discretion of the Board of Education
31 as provided by law.

32 C. Evaluation - To Improve Services

- 33 1. The administration shall be responsible for written
34 evaluations of all teachers, probationary and tenure.
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2. Teachers may be evaluated in writing once each semester, unless specific recommendations for improvement have been indicated and discussed with the teacher, in which case further evaluations may be conducted. The teacher shall have the right to request a different administrator perform the subsequent evaluations without the right of selection. This provision shall not restrict the administration in observing the teacher in the classroom or in the number of observations.
3. The teacher shall be notified no later than the morning of the formal evaluation. Prior to a formal evaluation the administrator shall meet with the bargaining unit member at a reasonable time for a pre-evaluation conference for the purpose of discussing the methods and materials the teacher will be using during the evaluation period. Following the evaluation a post evaluation conference shall be held prior to completion of a formal written evaluation to discuss the teacher's performance. This paragraph is in no way meant to discourage or limit administrators from observing teachers or stopping in at their classrooms.
4. The teacher shall be provided with a copy of a formal evaluation report.
5. Any teacher receiving substandard evaluations that may lead to dismissal, shall be provided with definite, positive assistance to rectify professional difficulties. The teacher shall be provided a reasonable time to effect the recommendations for improvement, except this section shall not apply to probationary teachers who are being evaluated pursuant to the Michigan Teachers/Tenure Act concerning renewal or nonrenewal of their employment.
6. Should an employee feel that he has been misjudged in his final evaluation, he may present his case in writing and/or in person to the Superintendent, and the written response of the teacher shall be placed in the teacher's personnel file.
7. Excessive observations when need for improvement has not been established shall not be used as a harassment technique to encourage an employee to resign.

ARTICLE XV

Protection of Teachers

47 A. Since the teacher's authority and effectiveness in his classroom
48 is undermined when students discover that there is insufficient
49 administrative backing and support of the teacher, the Board recognizes
50 its responsibility to give all reasonable support and assistance to
51 teachers with respect to the maintenance of control and discipline in
52 the classroom. The Board further recognizes that the teacher may not
53 fairly be expected to assume the role of warden or custodian for
54 emotionally disturbed students nor to be charged with responsibility for
55 psychotherapy. Whenever it appears that a particular pupil requires the
56 attention of special counselor, social workers, law enforcement

1 personnel, physicians or other professional persons, the Board will take
2 reasonable steps to aid the teacher with respect to such pupils.

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

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

13 C. If any teacher has a formal complaint lodged against him/her, or
14 is sued by reason of disciplinary action taken by the teacher against a
15 student, the Board will render all reasonable assistance to the teacher
16 in his defense, providing the actions taken by the teacher were in
17 compliance with P.A. 451 of 1989.

18 D. Time lost by a teacher in connection with any incident mentioned
19 in this Article shall not be charged against the teacher.

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

22 F. The building level coordinator/principal will provide teachers
23 access to a confidential list/file of students with diagnosed health and
24 emotional problems. This list/file shall be updated by both the
25 administrator/coordinator and bargaining unit members who become
26 informed of such problems with permission of the student's
27 parent/guardian.

28 ARTICLE XVI

29 Negotiation Procedures

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

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

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

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

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

23 E. If the parties fail to reach an agreement in such negotiations,
24 either party may invoke the mediation machinery of the State Labor
25 Mediation Board or take any other lawful measure it may deem necessary.

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

28 ARTICLE XVII

29 Grievance Procedure

30 A. Definitions

- 31 1. A grievance is a claim based upon an event or condition or
32 circumstance under which a teacher works caused by
33 misinterpretation or inequitable application or alleged
34 violation of the specific terms and conditions of this
35 agreement. The district agrees that this is the sole
36 agreement between the parties and that management and board
37 policy shall comply with the intent of Public Law 379 of

1 Public Act 1965 amended.
2

- 3 2. A "party of interest" is the person or persons making the
4 claim and any person or persons who might be required to
5 take action or against whom action might be taken in order
6 to resolve the problem.
7
8 3. The term "days" when used in this section shall, except
9 where otherwise indicated, mean days in which school is in
10 session for teachers.
11

12 B. Purpose

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

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

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

- 29 1. Termination of or failure to re-employ a probationary
30 teacher shall not be a subject of the grievance procedure;
31 and neither shall
32
33 2. The placing of a nontenure teacher on a third year of
34 probation.
35
36 3. The termination of services or failure to re-employ any
37 teacher to a position on the extracurricular schedule.
38

39
40 D. Written grievances as required herein shall contain the
41 following:

- 42 1. It shall be signed by the grievant(s) or at least one
43 Association member.
44
45 2. It shall contain a synopsis of the facts giving rise to the
46 alleged violation.
47
48 3. It shall cite the Article or subsections of the contract

1 alleged to have been violated.

2
3 4. It shall contain the date of the alleged violation.

4
5 5. It shall specify the relief requested.

6
7 LEVEL ONE

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

18 LEVEL TWO

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

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

1 LEVEL THREE

2 If the bargaining unit member(s) and/or the Association is/are not
3 satisfied with the resolution of the grievance at Level Two, the
4 Association may elect to proceed to binding arbitration except that any
5 claim or complaint for which there is another remedial procedure
6 established by law shall not be subject to arbitration. If the
7 Association advances the grievance to binding arbitration before an
8 impartial arbitrator, it shall mail a copy of the Demand for Arbitration
9 within twenty(20) days following receipt of the written denial of the
10 Superintendent to the Superintendent's office. The arbitrator shall be
11 selected by the American Arbitration Association in accord with its
12 rules which shall likewise govern the arbitration proceeding. Both
13 parties agree to be bound by the award of the arbitrator and the fees
14 and expenses of the arbitrator shall be shared equally by the
15 Association and the Board.

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

- 17 1. He shall have no power to alter, add to, subtract from,
18 disregard, or modify the specific terms of this Agreement.
19
- 20 2. More than one grievance may not be considered by the
21 arbitrator at the same time except upon express written
22 mutual consent of the parties.
23
- 24 3. Where no financial loss has been caused by the action of the
25 Board, the Board shall be under no obligation to make
26 monetary adjustments and the arbitrator shall have no power
27 to order one.
28

29 E. Right to Representation

30 Any party in interest may be represented at all meetings and
31 hearings at all steps and stages of the grievance procedure by another
32 teacher or another person. Provided, however: That any teacher may in
33 no event be represented by an officer, agent, or other representative of
34 any teacher organization other than the Association. Provided, further:
35 When a teacher is not represented by the Association, the Association
36 shall have the right to be present and to state its views at all stages
37 of grievance processing.

38 F. Miscellaneous

- 39 1. During the pendency of any proceedings and until final
40 determination has been reached, all proceedings shall be
41 private and preliminary dispositions will not be made public
42 without the agreements of all parties or as required by law.

- 1 2. There shall be no reprisals of any kind by administrative
2 personnel taken against any party in interest of his
3 Association Representative, any member of the Grievance
4 Committee, Appeal Committee, or Ad Hoc Committee, or any
5 other participants in the procedure set forth herein by
6 reason of such participation.
7
- 8 3. All documents, communications and records dealing with the
9 processing of a grievance shall be filed separately from the
10 personnel files of the participants.
11
- 12 4. Timelines as to filing and to advance or respond to a
13 grievance within this procedure shall be strictly adhered to
14 by all parties unless mutual written agreement to extend a
15 timeline has been reached and signed by the parties
16 involved.
17
- 18 5. Any grievance arising hereunder shall be processed until
19 resolution. In the event this Agreement shall have expired,
20 the parties agree that this procedure shall continue in full
21 force and effect during the negotiations of a successor
22 agreement and that all grievances shall be processed by this
23 procedure until a successor agreement has been ratified and
24 signed by the parties at which time the terms of the new
25 contract shall take effect and a new procedure, if any,
26 shall be used.
27
- 28 6. Any agreement reached between the Association and the
29 employer is binding on all individuals concerned and cannot
30 be changed by any individual.
31
- 32 7. All preparation, filing, presentation, or consideration of a
33 grievance shall be held at times other than when an employee
34 or participating Association representative are to be at
35 their assigned duty stations unless mutual consent has been
36 obtained beforehand.
37

38 ARTICLE XVIII

39 Retirement

40 A. Mandatory retirement will be in accordance with federal and
41 state law. In the event an employee would like to continue working
42 beyond the legal retirement age, each case shall be individually decided
43 at the Board's discretion.

44 B. Early Retirement Incentive Plan

- 45 1. Full-time teachers must meet requirements for retirement as
46 established by the Michigan Public School Retirement System.
47
- 48 2. Full-time teachers must have taught a minimum of fifteen(15)
49 years in the Stephenson School District.
50
- 51 3. Incentive payment shall be paid to the employee only. Any
52 and all tax liabilities and consequences, are the sole
53 responsibility of the employee; the employee agrees to
54 indemnify and hold harmless the District, its Board members,
55 agents and employees, from and against any responsibility
56 for tax liability or consequences as a result of such early
57 retirement benefit payments. Should the status of the
58 retiree change through return to teaching in Michigan not
59 consistent with the earning limitations specified by the
60 guidelines of the Michigan School Employees Retirement Act,
61

1 or death, payments will cease on the month of changed
2 status.

- 3
4 4. A teacher shall have a letter of resignation to the Office
5 of Superintendent on or before June 1, (and as soon as
6 possible, but before the beginning of the semester prior to
7 retirement, of the contractual school year).
8
9 5. Early retirement incentive plan applicants must retire at
10 the end of a semester in order to qualify for payment.
11
12 6. Payments shall be made monthly beginning in September
13 following retirement when a person indicates their intent to
14 retire by January 15 of the previous school year, and
15 monthly payments shall begin in February when a person
16 indicates their intent to retire by August 15 of the
17 previous school year.
18
19 7. If a teacher qualifies for early retirement (as set by the
20 State), the retiree will be paid the incentive for a maximum
21 period of seven(7) years.
22
23 8. For the year 1998-1999 the early retirement allowance shall
24 be \$4,800 per year (\$400 per month) for a period of seven(7)
25 years. For the year 1999-2000 the early retirement
26 allowance shall be \$3,600 per year (\$300 per month) for a
27 period of seven(7) years. For the year 2000-2001 the early
28 retirement allowance shall be \$2,400 per year (\$200 per
29 month) for a period of seven(7) years.
30
31 9. Early retirement checks shall be issued through payroll with
32 social security deductions and other state or federal
33 deductions as authorized. Checks will be issued with the
34 first payroll of the month.
35
36 10. The entire paragraph B of this Article shall expire on
37 June 29, 2001 at 3:30 p.m. C.D.S.T. Any resignations
38 received by the Office of Superintendent after the
39 expiration time shall not be eligible for any retirement
40 benefits. There will be no exceptions to the above sunset
41 provision.
42

43 ARTICLE XIX

44 Miscellaneous Provisions

45
46 A. Teachers, to enhance communication with parents, will be
47 available in their respective building for conferences with parents by
48 mutual consent of teachers within a mutually agreeable two week period
49 of time.

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

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

55 School employees are covered by Workmen's Compensation insurance at
56 all times, in and out of the community, providing the employee is

1 considered working within the course of his/her employment at the time
2 of injury.

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

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

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

23 F. Extracurricular positions shall be considered nontenure
24 positions subject to review and rehire on an annual basis by the Board.

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

29 ARTICLE XX

30 Insurance Protection

31 The Board shall pay the premiums for the below-described MESSA Super
32 Care I without cost to the bargaining unit member for a full twelve(12)
33 month period for the bargaining unit member and his/her entire family
34 and any other eligible dependents as defined by MESSA. The Board agrees

1 to fully pay the insurance premiums for the 1998-99 year for the
2 existing MESSA Super Care I Plans A and B.

3 Commencing on July 1, 1998, the Board agrees to pay the premiums for
4 MESSA Super Care I & Plan B. In the 1999-2000 school year, should the
5 premiums increase more than fifteen (15%) percent over the 1998-99
6 rates, the teachers agree to assume the extra costs, above the fifteen
7 (15%) percent level, and the Board shall have no obligation in such
8 regard. The employer is required to sign an employer participation
9 agreement. When appropriate, MESSA Super Care I or Limited Medicare
10 Supplement and Medicare Part B premiums shall be paid on behalf of the
11 employee, spouse, and/or dependents eligible for Medicare.

12 Employees not selecting MESSA Super Care I Plan A will select MESSA
13 Plan B. Where normally and to the extent provided as a part of the Pak,
14 fringes shall include internal and external coordination of benefits.
15 Other MESSA or MEFSA options shall be available to employees at their
16 own expense on a payroll deduction basis, including annuities. Coverage
17 as described above shall take effect upon ratification and completion of
18 the open enrollment period and shall run through September of each year.

19 Part-time employees shall be entitled to prorated health insurance
20 with the employee and the Board sharing the cost of the premium. Part-
21 time employees shall be entitled to all other fringe benefits described
22 herein on the same prorated basis and must participate in the vision and
23 dental programs as required by MESSA.

24 Teachers terminated for whatever reasons shall be provided with
25 whatever insurance benefits are mandated by the new federal law entitled
26 the Consolidated Omnibus Budget Reconciliation Act (PL 99-272), referred
27 to as COBRA.

28 MESSA SUPER CARE I Plan A: Coverage will be effective 9/01/98

- 29 A. MESSA Super Care I Health Insurance
30 MESSA Super Care I with fifteen (15%) percent cap in the 1998-99
31 school year
32
- 33 B. Long Term Disability Insurance (LTD) - 66 2/3%
34 Sixty(60) calendar days - straight wait
35 \$3,000 maximum monthly benefit
36 Alcoholism/drug and mental illness same as any other illness
37 Social Security freeze
38 COLA - as defined under LTD
39 Pre-existing Condition Waiver

1 Freeze on Offsets
2 Maternity Coverage
3 Cost of Living Benefit
4

5 C. Delta Dental Plan 80/80/80: \$1,000 Orthodontic Rider
6

7 D. Negotiated Term Life \$45,000 with AD & D
8

9 E. VSP-3 Plus Vision Insurance
10

11 MESSA Plan B:
12

13 A. Long Term Disability Insurance (LTD) - 66 2/3%
14 Sixty (60) Calendar days - straight wait
15 \$3,000 maximum monthly benefit
16 Alcoholism/drug and mental illness same as any other illness
17 Social Security Freeze
18 COLA - as defined under LTD
19 Pre-existing Condition Waiver
20 Freeze on Offsets
21 Maternity Coverage
22 Cost of Living Benefit
23

24 B. Delta Dental Plan 80/80/80: \$1,000 Orthodontic Rider
25

26 C. Negotiated Term Life: \$45,000 with AD & D
27

28 D. VSP-3 Plus Vision Insurance
29

30 E. 1998-99 Plan B people will receive an annuity of one
31 hundred sixty-five dollars and fifty-seven/00 (\$165.57)/month or
32 one thousand nine hundred eighty-six dollars and eighty-
33 four/00 (\$1,986.84)/year with a Board-approved carrier. In the
34 second year the annuity increase effective July 1, 1999, shall
35 increase the same percent as Pak A per month.
36

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

46 Increased insurance premium 7/01/98 and subsequent years shall be
47 paid by the Board of Education starting in June, July, and August for
48 July, August, and September. June, July, and August 1994 insurance
49 increases shall be retroactively repaid to all employees by separate
50 check.

51 All employees entitled under Plan B of the MESSA Pak shall be able
52 to select a carrier for their annuity from the list of ten(10) presently

1 in the District's computers.

2 ARTICLE XXI

3 Deductions for Professional Dues

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

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

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

15 D. Such authorization shall continue in effect unless subsequent to
16 June 1 and prior to September 15 of any year, such authorization is
17 formally revoked by the teacher in writing and copies thereof are
18 delivered to the Association and the Board. However, it is understood
19 that P.A. 117 of 1994 outlaws automatic or passive payroll deductions
20 that fund most types of union political activities like campaign
21 financing or lobbying efforts.

22 E. The deduction of membership dues shall be made from one regular
23 pay check each month, for ten(10) months beginning in September and
24 ending in June of each year and the Board agrees promptly to remit to
25 the respective Associations all monies so deducted, accompanied by a
26 list of teachers from whom the deductions have been made if the teacher
27 has executed and delivered, in advance, the appropriate deduction form.

28 In the event the Board has a claim filed against it, the Association
29 shall assume all costs, indemnify and save harmless the Board, each
30 individual Board member and agents of the Board against any and all
31 claims, demands, suits, expenses, or other forms of liability, including
32 back pay of whatever kind and nature that shall arise out of action
33 taken by the Board for the purpose of complying with the provisions of
34 this Article subject to the following:

1 A. That the Association shall have the right to choose competent
2 legal counsel to defend any said suit or action, and to compromise or
3 settle any claim made against the Board under this section.

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

7 ARTICLE XXII

8 Multi-Building Assignments

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

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

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

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

18 ARTICLE XXIII

19 Summer Employment

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

26 In filling such positions, consideration will be given to a
27 teacher's area of competence, major and/or minor field of study, quality
28 of teaching performance and previous summer school teaching experience.

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

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ARTICLE XXIV

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 XXV

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 XXVI

Duration of Agreement

This Agreement shall be effective as of July 1, 1998, and shall continue in effect until June 30, 2001.

ARTICLE XXVII

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

1 situations.

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

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

13 The professional staff is committed to the Code of Ethics of the
14 educational profession as adopted by the Michigan Education Association
15 and the National Education Association.

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

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

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

23 ARTICLE XXVIII

24 Agency Shop

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

- 28 1. Become members of the Association; or
- 29
- 30 2. Pay to the Association an amount of money which the
- 31 Association certifies in writing as a cost equal to the
- 32 negotiation and administration of this Agreement.
- 33
- 34 3. Full-time teachers hired during the school year shall be
- 35 required to tender only a pro rata amount of the fee.
- 36
- 37 4. Temporary, and/or part-time teachers employed on a day-to-
- 38 day basis or specially certificated vocational instructors
- 39 employed on a day-to-day basis shall not be required to join
- 40 the Association or pay a service fee.

1
2 5. Notwithstanding the provisions of this article, any teacher
3 who evidences to the Association that he is a member of a
4 church whose longstanding teachings have historically
5 forbidden joining or supporting a labor union or similar
6 organization and that the member has such personal religious
7 convictions shall, so as to show good faith, agrees to make
8 a contribution as hereinafter provided. The sum of the
9 contribution shall be equivalent to the dues uniformly
10 required to be paid by members of the Stephenson Education
11 Association and shall be made to a nonunion, nonreligious,
12 charitable or nonprofit organization mutually agreed upon by
13 the Association and the teacher, such organization to be
14 located within the boundaries of the school district. The
15 teacher to furnish a copy of the receipt thereof to the
16 Association. Failure to make such payment or authorize
17 payment through payroll deduction shall, at the request of
18 the Association, cause the Board to terminate the employment
19 of such teacher.
20

21 B. In the event a teacher shall not pay the required amount as
22 scheduled, the Board and the Association shall:
23

- 24
- 25 1. The Association shall notify the teacher of noncompliance by
26 certified mail, return receipt requested. Said notice shall
27 detail noncompliance and shall provide ten(10) days for
28 compliance and shall further advise such teacher that a
29 request for discharge may be filed with the Board in the
30 event compliance is not effected.
31
 - 32 2. If the teacher fails to comply, the Association may file
33 charges in writing with the Board and may request
34 termination of the teacher's employment.
35
 - 36 3. The Board upon receipt of said charge and request for
37 termination, shall conduct a hearing thereon. To the extent
38 the teacher is protected by the provisions of the Michigan
39 Tenure Act all proceedings shall be in accordance with this
40 act. In the event of compliance at any time prior to
41 discharge, charges may be withdrawn.
42
 - 43 4. The employment of any teacher whose employment may be
44 terminated, shall be continued in normal function until the
45 time when there is a final decision upholding such
46 termination of employment.
47
 - 48 5. In the event the Board, acting on the request of the
49 Association, discharges or attempts to discharge an employee
50 for failure to comply with these conditions, the Association
51 shall assume all costs, indemnify and save harmless the
52 Board, each individual Board member and agents of the Board
53 against any and all claims, demands, suits, expenses or
54 other forms of liability, including back pay of whatever
55 kind and nature that shall arise out of action taken by the
56 Board for the purpose of complying with the provisions of
57 this Agreement subject to the following:
58
 - 59 a. That the Association shall have the right to choose
60 competent legal counsel to defend any said suit or
61 action, and to compromise or settle any claim made
62 against the Board under this section.
63
64
65
66
67

**STEPHENSON AREA PUBLIC SCHOOLS
SCHOOL CALENDAR 1998-99**

		<u>Student Days</u>	<u>Teacher Days</u>
Aug.	24-28 (8/24 In-service)	4	5
Aug./Sept.	31-04	5	5
Sept.	07-11 (9/07 Labor Day)	4	4
	14-18	5	5
	21-25	5	5
Sept./Oct.	28-02	5	5
Oct.	05-09	5	5
	12-16	5	5
	19-23 (End of First Quarter)	(43) 5	(44) 5
	26-30	5	5
Nov.	02-06 (11/02 P/T Conf 1:30-6:00)	4.5	5
	09-13	5	5
	16-20 (11/16 Fall Break)	4	4
	23-27 (11/26-27 Thanksgiving)	3	3
Nov./Dec.	30-04	5	5
Dec.	07-11	5	5
	14-18	5	5
	21-25 (12/23-25 Christmas Break)	2	2
Dec./Jan.	28-01 (Christmas Recess)	0	0
Jan.	04-08	5	5
	11-15 (End of First Semester)	(48.5) 5	(49) 5
	18-22	5	5
	25-29	5	5
Feb.	01-05	5	5
	08-12	5	5
	15-19 (2/19 Winter Break)	4	4
	22-26	5	5
March	01-05	5	5
	08-12	5	5
	15-19 (End of Third Quarter)	(44) 5	(44) 5
	22-26	5	5
Mar./April	29-02 (3/29-P/T Conf. 1:30-6:00) (4/02 Easter)	3.5	4
April	05-09 (4/05 Easter Break)	4	4
	12-16	5	5
	19-23	5	5
	26-30	5	5
May	03-07	5	5
	10-14	5	5
	17-21	5	5
	24-27* (End of Second Semester)	(46.5) 4	(47) 4
		182	184
	Floating inservice	-1	
		181	

*Last day a full day of school

First check 9/04/98

Snow make-up dates: 5/28/99, additional days to be added at end of calendar if needed

181 X 5.84 = 1057.04

**STEPHENSON AREA PUBLIC SCHOOLS
SCHOOL CALENDAR 1999-2000**

		<u>Student Days</u>	<u>Teacher Days</u>
Aug.	23-27 (8/23 In-service)	4	5
Aug./Sept.	30-03	5	5
Sept.	06-10 (9/06 Labor Day)	4	4
	13-17	5	5
	20-24	5	5
Sept./Oct.	27-01	5	5
Oct.	04-08	5	5
	11-15	5	5
	18-22	5	5
	25-29 (End of First Quarter)	(48) 5	(49) 5
Nov.	01-05	5	5
	08-12 (11/8 P/T Conf 1:30-6:00)	4.5	5
	15-19 (11/15-16 Fall Break)	3	3
	22-26 (11/25-26 Thanksgiving)	3	3
Nov./Dec.	29-03	5	5
Dec.	06-10	5	5
	13-17	5	5
	20-24 (12/23-24 Christmas Recess)	3	3
	27-31	0	0
Jan.	03-07	5	5
	10-14	5	5
	17-21 (End of First Semester)	(48.5) 5	(49) 5
	24-28	5	5
Jan./Feb.	31-04	5	5
Feb.	07-11	5	5
	14-18 (2/18 Winter Break)	4	4
	21-25	5	5
Feb./Mar.	28-03	5	5
March	06-10	5	5
	13-17	5	5
	20-24 (End of Third Quarter)	(44) 5	(44) 5
	27-31	5	5
April	03-07	5	5
	10-14 (4/10 P/T Conf 1:30-6:00)	4.5	5
	17-21 (4/21 Easter Recess)	4	4
	24-28 (4/24 Easter Recess)	4	4
May	01-05	5	5
	08-12	5	5
	15-19	5	5
	22-26	5	5
	29-31* (5/29 Memorial Day) (End of Second Semester)	(44.5) 2	(45) 2
		185	187
	Floating inservice	- 1	
		184	

*Last day a full day of school

First check 9/03/99

Snow make-up days to be added at end of the calendar if needed

9 min. = 5.99 X 184 = 1102.16

9 minutes/day added over last year plus 3 student days and 3 teacher days

**STEPHENSON AREA PUBLIC SCHOOLS
SCHOOL CALENDAR 2000-2001**

		<u>Student Days</u>	<u>Teacher Days</u>
Aug.	22-25 (8/22 In-service)	3	4
Aug./Sept.	28-01	5	5
Sept.	04-08 (9/04 Labor Day)	4	4
	11-15	5	5
	18-22	5	5
	25-29	5	5
Oct.	02-06	5	5
	09-13	5	5
	16-20	5	5
	23-27 (End of First Quarter)	(47) 5	(48) 5
Oct./Nov.	30-03	5	5
Nov.	06-10 (11/6 P/T Conf 1:30-6:00)	4.5	5
	13-17 (11/15-17 Fall Break)	2	2
	20-24 (11/23-24 Thanksgiving Recess)	3	3
Nov./Dec.	27-01	5	5
Dec.	04-08	5	5
	11-15	5	5
	18-22	5	5
	25-29 (Christmas Recess)	0	0
Jan.	01-05 (1/01 New Years)	4	4
	08-12	5	5
	15-19 (End of First Semester)	(48.5) 5	(49) 5
	22-26	5	5
Jan./Feb.	29-02	5	5
Feb.	05-09	5	5
	12-16	5	5
	19-23	5	5
Feb./Mar.	26-02	5	5
Mar	05-09	5	5
	12-16	5	5
	19-23 (End of Third Quarter)	(45) 5	(45) 5
	26-30	5	5
April	02-06 (4/02 P/T Conf. 1:30-6:00)	4.5	5
	09-13 (4/13 Easter Recess)	4	4
	16-20 (4/16 Easter Recess)	4	4
	23-27	5	5
Apr/May	30-04	5	5
May	07-11	5	5
	14-18	5	5
	21-25	5	5
	28-31* (5/28 Memorial Day) (End of Second Semester)	(45.5) 3	(46) 3
		186	188
	Floating inservice	- 1	
		185	

*Last day a full day of school
 Snow make-up days to be added to end of calendar if needed
 First check 9/01/01
 5.99 X 185 = 1108.15

STEPHENSON AREA PUBLIC SCHOOLS
SALARY SCHEDULE A INDEX
1998-2001

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

**STEPHENSON AREA PUBLIC SCHOOLS
SALARY SCHEDULE A
1998-1999**

STEP	MA or						
	BA	BA + 15	BA + 18	BA + 24	BA + 45	MA + 15	MA + 24
0	23,185	24,344	24,576	25,040	26,199	27,358	28,054
1	24,112	25,272	25,504	25,967	27,126	28,286	28,981
2	25,040	26,199	26,431	26,895	28,054	29,213	29,909
3	25,967	27,126	27,358	27,822	28,981	30,141	30,836
4	27,126	28,286	28,518	28,981	30,141	31,300	31,995
5	28,286	29,445	29,677	30,141	31,300	32,459	33,155
6	29,445	30,604	30,836	31,300	32,459	33,618	34,314
7	30,604	31,763	31,995	32,459	33,618	34,778	35,473
8	31,995	33,155	33,386	33,850	35,009	36,169	36,864
9	33,386	34,546	34,778	35,241	36,400	37,560	38,255
10	34,778	35,937	36,169	36,632	37,792	38,951	39,646
11	36,169	37,328	37,560	38,023	39,183	40,342	41,037
12-14	37,560	38,719	38,951	39,415	40,574	41,733	42,429
15-19	38,719	39,878	40,110	40,574	41,733	42,892	43,588
20-24	40,110	41,269	41,501	41,965	43,124	44,283	44,979
25+	41,501	42,660	42,892	43,356	44,515	45,674	46,370

STEPHENSON AREA PUBLIC SCHOOLS
SALARY SCHEDULE A
1999-2000

STEP					MA or		
	BA	BA + 15	BA + 18	BA + 24	BA + 45	MA + 15	MA + 24
0	23,822	25,013	25,251	25,728	26,919	28,110	28,825
1	24,775	25,966	26,204	26,681	27,872	29,063	29,778
2	25,728	26,919	27,157	27,634	28,825	30,016	30,730
3	26,681	27,872	28,110	28,586	29,778	30,969	31,683
4	27,872	29,063	29,301	29,778	30,969	32,160	32,874
5	29,063	30,254	30,492	30,969	32,160	33,351	34,065
6	30,254	31,445	31,683	32,160	33,351	34,542	35,257
7	31,445	32,636	32,874	33,351	34,542	35,733	36,448
8	32,874	34,065	34,304	34,780	35,971	37,162	37,877
9	34,304	35,495	35,733	36,209	37,401	38,592	39,306
10	35,733	36,924	37,162	37,639	38,830	40,021	40,736
11	37,162	38,353	38,592	39,068	40,259	41,450	42,165
12-14	38,592	39,783	40,021	40,497	41,689	42,880	43,594
15-19	39,783	40,974	41,212	41,689	42,880	44,071	44,785
20-24	41,212	42,403	42,641	43,118	44,309	45,500	46,215
25+	42,641	43,832	44,071	44,547	45,738	46,929	47,644

**STEPHENSON AREA PUBLIC SCHOOLS
SALARY SCHEDULE A
2000-2001**

STEP	BA	BA + 15	BA + 18	BA + 24	MA or BA + 45	MA + 15	MA + 24
0	24,537	25,764	26,009	26,500	27,727	28,954	29,690
1	25,518	26,745	26,991	27,481	28,708	29,935	30,671
2	26,500	27,727	27,972	28,463	29,690	30,917	31,653
3	27,481	28,708	28,954	29,444	30,671	31,898	32,634
4	28,708	29,935	30,181	30,671	31,898	33,125	33,861
5	29,935	31,162	31,407	31,898	33,125	34,352	35,088
6	31,162	32,389	32,634	33,125	34,352	35,579	36,315
7	32,389	33,616	33,861	34,352	35,579	36,806	37,542
8	33,861	35,088	35,333	35,824	37,051	38,278	39,014
9	35,333	36,560	36,806	37,296	38,523	39,750	40,486
10	36,806	38,032	38,278	38,768	39,995	41,222	41,958
11	38,278	39,505	39,750	40,241	41,468	42,694	43,430
12-14	39,750	40,977	41,222	41,713	42,940	44,167	44,903
15-19	40,977	42,204	42,449	42,940	44,167	45,393	46,130
20-24	42,449	43,676	43,921	44,412	45,639	46,866	47,602
25+	43,921	45,148	45,393	45,884	47,111	48,338	49,074

SCHEDULE "B"
1998-2001 SCHOOL YEAR
ATHLETIC SALARIES

% ON BASE	
1998-1999	\$23,185.00
1999-2000	23,822.00
2000-2001	24,537.00

	%	1998-1999	1999-2000	2000-2001
1. FOOTBALL				
Head Coach.....	14.50	\$ 3,361.83	\$ 3,454.19	\$ 3,557.87
Assistant Varsity Coach #1.....	9.60	2,225.76	2,286.91	2,355.55
Assistant Varsity Coach #2.....	7.30	1,692.51	1,739.01	1,791.20
Junior Varsity Coach.....	11.60	2,689.46	2,763.35	2,846.29
Assistant Junior Varsity Coach	7.30	1,692.51	1,739.01	1,791.20
2. BASKETBALL				
Boys' Head Coach.....	14.50	3,361.83	3,454.19	3,557.87
Boys' Junior Varsity Coach.....	11.60	2,689.46	2,763.35	2,846.29
Boys' Freshman Coach.....	9.60	2,225.76	2,286.91	2,355.55
Boys' 8th Grade Coach.....	4.80	1,112.88	1,143.46	1,177.78
Boys' 7th Grade Coach.....	4.80	1,112.88	1,143.46	1,177.78
Girls' Head Coach.....	14.50	3,361.83	3,454.19	3,557.87
Girls Junior Varsity Coach.....	11.60	2,689.46	2,763.35	2,846.29
Girls Freshman Coach.....	9.60	2,225.76	2,286.91	2,355.55
Girls' 8th Grade Coach.....	4.80	1,112.88	1,143.46	1,177.78
Girls' 7th Grade Coach.....	4.80	1,112.88	1,143.46	1,177.78
3. TRACK AND CROSS COUNTRY				
Boys' Head Track Coach.....	11.60	2,689.46	2,763.35	2,846.29
Boys' Assistant Track Coach.....	7.70	1,785.25	1,834.29	1,889.35
* Boys' #2.....	4.80	1,112.88	1,143.46	1,177.78
Boys' Junior High Track Coach.....	4.80	1,112.88	1,143.46	1,177.78
* Boys' Junior High Track #2.....	3.00	695.55	714.66	736.11
Girls' Head Track Coach.....	11.60	2,689.46	2,763.35	2,846.29
Girls' Assistant Track Coach.....	7.70	1,785.25	1,834.29	1,889.35
* Girls' #2.....	4.80	1,112.88	1,143.46	1,177.78
Girls' Junior High Track Coach.....	4.80	1,112.88	1,143.46	1,177.78
* Girls' Junior High #2.....	3.00	695.55	714.66	736.11
Cross Country Coach.....	10.50	2,434.43	2,501.31	2,576.39
4. VOLLEYBALL				
Girls' Head Coach.....	11.60	2,689.46	2,763.35	2,846.29
Girls' Junior Varsity Coach.....	9.30	2,156.21	2,215.45	2,281.94
5. GOLF				
Head.....	7.70	1,785.25	1,834.29	1,889.35
6. CHEERLEADING				
Head.....	7.70	1,785.25	1,834.29	1,889.35
Assistant.....	5.80	1,344.73	1,381.68	1,423.15
Junior High.....	2.90	672.37	690.84	711.57
7. Timer & Scorer		\$9.00 each/game		
8. Filming Games (Staff Only).....		\$8.50/game		
9. Cheerio Bus Chaperones**				
per bus.....		\$15.00/30.00		

**Under 25 miles radius = \$15
Over 25 mile radius = \$30
Split total if more than one chaperone; funded by student charge

1 * Track New Positions Language
2
3

4 Varsity Level: #2 Assistant Coach will be hired when the number of
5 athletes exceeds 36.
6

7 Jr. High : Assistant Coach will be hired when the number of athletes
8 exceeds 18.
9

- 10 1. Neither the #2 track coach nor assistant Jr. High coach will travel
11 with the team, if it interferes with classroom assignments (does not
12 include 6th hour prep time).
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14 2. The decision to hire the #2 assistant and/or the Jr. High assistant
15 coach will be made at the end of the first five(5) days of practice.
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SCHEDULE "B"
1998-2001 SCHOOL YEAR
ADVISOR SALARIES

% ON BASE	
1998-1999	\$23,185.00
1999-2000	23,822.00
2000-2001	24,537.00

	%	1998-1999	1999-2000	2000-2001
1. Play Director.....	3.40	\$ 788.29	\$ 809.95	\$ 834.26
2. Annual Director.....	9.00	2,086.65	2,143.98	2,208.33
3. Band Director.....	9.20	2,133.02	2,191.62	2,257.40
4. Vocal.....	2.20	510.07	524.08	539.81
5. Business Professionals of America #1	3.40	788.29	809.95	834.26
Business Professionals of America #2	3.40	788.29	809.95	834.26
Business Professionals of America #3	3.40	788.29	809.95	834.26
6. American Field Service	2.90	672.37	690.84	711.57
7. National FFA Organization - Head.....	5.00	1,159.25	1,191.10	1,226.85
National FFA Organization - Assistant....	3.00	695.55	714.66	736.11
8. Class Advisors - Seniors #1.....	3.90	904.22	929.06	956.94
Seniors #2	3.90	904.22	929.06	956.94
Juniors #1.....	3.90	904.22	929.06	956.94
Juniors #2	3.90	904.22	929.06	956.94
Sophomores #1	1.90	440.52	452.62	466.20
Sophomores #2	1.90	440.52	452.62	466.20
Freshman #1	1.90	440.52	452.62	466.20
Freshman #2	1.90	440.52	452.62	466.20
8th Grade #1.....	1.50	347.78	357.33	368.06
8th Grade #2	1.50	347.78	357.33	368.06
7th Grade #1	1.50	347.78	357.33	368.06
7th Grade #2	1.50	347.78	357.33	368.06
6th Grade/classroom ..	1.70	394.15	404.97	417.13
9. Driver Education	13.00,14.00,15.00			
10. Department Heads (9)	3.60	834.66	857.59	883.33
11. Forensics	3.10	718.74	738.48	760.65
12. SADD	2.50	579.63	595.55	613.43
13. Art Club	2.50	579.63	595.55	613.43
14. Honors Advisor(s)				
HI Q	1.90	440.52	452.62	466.20
National Honor Society	1.90	440.52	452.62	466.20
Student Council	3.70	857.85	881.41	907.87
15. Tech Club - Head	2.50	579.63	595.55	613.43
Tech Club - Assistant	2.00	463.70	476.44	490.74
16. Newspaper	2.50	579.63	595.55	613.43

Attendance at conferences approved in advance by the administration.

- a. Travel expenses by personal car will be reimbursed at 32 cents a mile plus actual expenditures for tolls.
- b. Cost for lodging and meals will be reimbursed at a rate equal to maximum of \$75/day, if traveling with one or more persons of the same sex; if traveling alone, the rate shall be \$90/day.
Reimbursement will be made after all receipts have been presented to the Office of the Superintendent.
- c. In the event that only two (2) of the (3) Business Professionals of America Advisor positions are filled, the third, unfilled position's salary shall be divided equally between the two (2) filled positions.

All bargaining unit members shall be entitled to free admittance to all school-sponsored athletic and cultural events. The purpose of this paragraph is to encourage teacher/employee attendance and participation in school activities which are important to the school and community.

TO : (Attachment to 1989-91 Teachers' Master Agreement)

FROM: Charles E. Kalhoefer, Superintendent
Dale Fountain, S.E.A. President


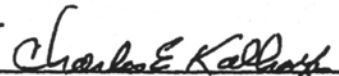
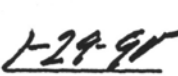
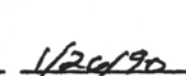
DATE: August 21, 1989

RE : Letter of Agreement

In order to prevent the extra BOEC advisor request from being construed as a precedent for similar situations, this letter of agreement, signed by both parties (Mr. Kalhoefer for the Board of Education and Mr. Fountain for the S.E.A.), is to be attached to the 1989-91 Teachers' Master Agreement after the signature page.

A written request was made to Mr. Davis, SHS Principal, on October 13, 1987, for three(3) BOEC advisors because a former advisor desired to return to this position. Due to this unforeseen circumstance, the administration agrees to the request, but only for the total amount of money originally set aside for the two(2) advisors listed in Schedule "B". The Office of the Superintendent will thus issue three(3) extra duty contracts to Sharon Wyble, Nancy Dean, and Stephen Wyble as equally paid, co-advisors for BOEC for 1989-90, and for 1990-91 if the request is again made in similar manner. Because this action is non-precedent setting, future such requests may be denied.

We agree to the above statements.

	
Dale Fountain	Charles E. Kalhoefer
S.E.A. President	Superintendent
	
Date	Date

Official confirmation of ratification of new 1998-1999, 1999-2000, 2000-2001 Master Agreement consummated as of May 18, 1998 by the Board of Education of the Stephenson Area School District and the Upper Peninsula Education Association.

Education Association:

Board of Education:

Dale Fountain 5-26-98 By: Paul H. [Signature] 6/22/98
President, MEA/SEA Date President Date

[Signature] 5-26-98 Ronald G. Leboik 6/22/98
Chief Negotiator Date Secretary Date

[Signature] 5-26-98
Negotiating Committee Date
Member