

COLLECTIVE BARGAINING AGREEMENT

STEPHENSON AREA PUBLIC SCHOOLS

BOARD OF EDUCATION/UPEA/MEA

2015-2017

STEPHENSON AREA PUBLIC SCHOOLS
TEACHERS' NEGOTIATED AGREEMENT 2015-2017

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ARTICLE I: Recognition

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

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

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

ARTICLE II: Teacher Rights

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

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

- C. The Board agrees to furnish to the Association in response to written requests available public information concerning the financial resources of the District, tentative budgetary requirements and allocations, and such other information relevant to collective bargaining, as long as such information or materials are not privileged or prohibited from disclosure by

law or non-employer regulation. The Association shall reimburse the Board for reasonable expenses incurred in furnishing information or making records available.

ARTICLE III: Board of Education Rights

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto and nonteaching activities and the terms and conditions of employment;
6. To exclude from tenure all extra compensation positions during the school year, and all employment in summer programs.

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

ARTICLE IV: Professional Compensation

- A. The salaries of teachers covered by the Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect for the stated duration of this agreement.
- B. The salary is based upon a normal weekly teaching load, as hereinafter defined in Article V, Part A during normal teaching hours. In the event a teacher works part time on a regular basis, he/she shall receive a prorated salary from the salary schedule based on the amount of time he/she works. For extra work the teacher shall be entitled to additional

compensation, as defined in Schedule B.

- C. All teacher salaries shall be spread over twenty-one (21) or twenty-six (26) pay periods at the bargaining unit member's option on a bi-weekly basis. The bargaining unit member shall notify the district on the appropriate form during the first week of school of the school year in which the change is to take effect. Once the 21 or 26 pay periods has been elected by the bargaining unit member he/she shall continue with the option selected for the remainder of the year unless administrative approval has been obtained to change it. Newly hired employees shall select the option upon being hired.
- D. A teacher engaged during the school day in contract negotiations on behalf of the Association with any representative of the Board or participating in any professional grievance, including arbitration, shall be released from regular duties without loss of salary.
- E. A teacher or teachers shall be released from regular duties without loss of salary for the purpose of participating in area, regional, or state meetings of the Michigan Education Association, not to exceed a total of twelve (12) days for all certificated personnel in any one school year. These days shall be used at the discretion of the SEA President for the purposes intended upon three (3) days notification, except in case of emergency. Use of these days shall be based on the availability of qualified substitutes. A "qualified" substitute shall be defined as a substitute teacher on the school's substitute list. Not more than three (3) days shall be taken consecutively by any one person without the prior approval of the superintendent. The association shall reimburse the employer for the cost of the substitute and the employee's retirement for all days beyond six (6).
- F. The salary of teachers who are employed under a program which is wholly or partially reimbursed by Federal or Special State Funds may be adjusted by the Board of Education consistent with state practices.
- G. Credit for graduate hours beyond the BA/BS or MA degrees and the earning of a Master's degree shall be credited to the employee by salary schedule adjustment beginning at the next semester following confirmation of the credit for graduate hours beyond the BA/BS or MA degree or credit hours. Bargaining unit members attending summer sessions shall be credited in the fall of that year if evidence of credit or an advanced degree is presented during the first week of school.
- H. The salary schedule pay is based on a school year as per state guidelines.
- I. In determining the initial salary of a teacher, who begins his work in the Stephenson Area Public Schools after teaching in other schools, full credit will be given for the first three (3) years, year for year. A fraction of one-half or greater shall be counted as a whole year of service.
- J. Each year of military service following teacher certification will count as one full year of teaching up to three (3) years.
- K. If, for any reason, an employee is to be docked a day's pay, the formula used to compute the docked or lost wages shall be to divide the number of teacher contracted days into the

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

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

ARTICLE V: Teaching Hours

For the 2015-17 school year, the teacher's normal teaching hours in the Stephenson Area Public Schools System shall be as follows:

1. Teachers at assigned building no later than 7:45 a.m.
2. Teachers will commence working or be at their work stations by 8:00 a.m.
3. The school day shall end at 3:00 p.m.; however, this time may vary by building to accommodate additional time added to the calendar. Elementary teachers may leave at the end of their teaching day provided students are adequately supervised by teachers during bus departure. For the purposes of this Agreement, three (3) teaching periods shall constitute one-half (1/2) day in the high school as fifty (50%) percent of the teacher's day shall be one-half (1/2) day in the elementary schools.
4. Staff shall meet 90 minutes a month (staff meeting, PLC, 5D, etc.). The administrator will distribute agendas to the teacher no later than one day in advance. Teachers may suggest items for the agenda. Teachers are expected to attend the meeting unless excused in advance by the administrator. Meetings may consist of a department meeting, grade level, building level, or full staff. Reminder: Meetings could be in the morning.
5. When, in the judgment of the Superintendent of Schools, hazardous weather conditions prevent the opening of schools in the District, the school buildings will remain open for use by teachers who can reach them. Notice of closing will be given through radio stations listed in the "Emergency School Closing Administrative Procedures" updated annually and posted in each teacher's workroom. On such days teachers are requested to tune in to the local radio stations.

In the event school is closed under the authority of Section 101(3) of the State School Aid of 1984 prior to the start of school, and State Aid is lost for the day,

bargaining unit members shall make up such days during remaining vacation days by mutual agreement with the Association or at the end of the school year. If school is called off after employees have reported for work but prior to noon, employees shall be paid a pro-rated amount based on their day's pay rate for the additional hours of work, determined from student dismissal time, if a full day must be made up at a later time. If the State law reverts to its former condition, in accordance with the past practice of the district, bargaining unit members need not report to school or for work on such days and shall not suffer any diminution of pay for such inability to report.

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

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

- A. Arrangement will be made to provide for a duty-free, uninterrupted lunch period by making every effort to secure volunteer adults or assigning student assistants.
- B. Elementary teachers in grades kindergarten through five inclusive will be provided two fifteen minute recess periods per day.
- C. Elementary recess periods are to be assigned by the Building Coordinator or elementary principal.

ARTICLE VI: Teaching Loads

- A. The normal teaching load of all regular 6-12 secondary classroom teachers for the 2015-16 school year consists of a teaching assignment of five (5) class periods, ELC, and one(1) preparation period, consistent with the provisions of Article V, Section A.
The normal teaching load of all regular 6-12 secondary classroom teachers for the 2016-17 school year consists of a 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 six (6) 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-5 classroom teachers will be based on the teaching grade assignment.
- C. The Association agrees that bargaining unit members shall meet state and federal standards for certification and qualifications.
- D. The administration agrees to provide all teachers with tentative teaching schedules/assignments on or before May 20 of each school year. 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 accept such duty to cover another teacher's absence from class. In the event there is no volunteer available and it becomes necessary for the appropriate building administrator to assign another teacher to cover an absent teacher's class, he/she will be reimbursed at the extra duty rate per class. Reimbursement for a fractional class period will be prorated based on actual time spent in the classroom.
- F. Bargaining unit members and administrators shall be mutually responsible for creating and maintaining conditions conducive to learning and the maintenance of discipline.
- G. On the second Thursday of September, December, March, and May, at 3:30 p.m. in the district office, the Association Executive Committee and administration, including the superintendent, will meet to address Master agreement issues, current or anticipated. The superintendent of schools will send a reminder e-mail one week ahead of time asking for agenda items to be returned to him/her. On the Monday preceding the meeting day, the superintendent will e-mail a copy of the agenda to each member of the Quarterly Conference Team, or e-mail a cancellation notice if no items are received 48 hours before the start of the meeting. Minutes will go to Association members, Administration and all Board members. The District is responsible for recording and distribution of the approved minutes.
- H. One teacher paid 1/5 their rate of pay, may agree to teach during their prep period. This would be based on need as determined by the administration and seniority, qualification and certification. Any additional teacher(s) may teach an overload only with written approval of the association.
- I. The Building Coordinator at each building shall receive additional compensation of \$2,250 each year. The positions will be posted in accordance with the provision of this agreement.

ARTICLE VII: Teaching Conditions

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

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible.
- B. Elementary schools, grades kindergarten through five inclusive should be as follows wherever possible:

1. Kindergarten	22 pupils
2. Elementary school grades	27 pupils
3. Special education classes	The number of pupils shall be as provided by the applicable guidelines of the state of Michigan. The receiving elementary or grade level teacher will be present at IEPC and have input.

- C. In secondary grades, six through twelve inclusive, the ratio of pupils to teachers and other professional staff members of the high school shall not exceed 27 to 1 wherever possible. The administration will try to achieve the best or manageable balance possible in both elementary and secondary grades. Only a staff member's time actually devoted to duties in the high school may be counted in determining the pupil-teacher ratio.
- D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such education tools. The Board agrees at all times to request teacher participation in the selection of instructional equipment and teaching supplies.
- E. If funds are available, elementary K-5 teachers will be relieved of bus duty and responsibilities in the cafeteria. Such responsibilities may be assigned to teacher aides. These responsibilities may include inventorying of supplies and equipment, collecting money for milk and lunch, and similar nonprofessional responsibilities.
- F. The Board shall make available in each school adequate lunchroom, rest rooms and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for the faculty.
- G. Communications with parents, other schools, and organizations being essential to a positive school, a private uninterrupted phone station for school business only will be provided as designated for a teacher's use.
- H. The Association is granted the privilege of installing appropriate vending machines in the teacher's workroom, the proceeds to be used for the existing Teachers' Fund. The District shall incur no liability for monitoring of such funds from the vending machines.
- I. Adequate parking facilities shall be made available to teachers. Designated (marked to separate students from faculty) parking areas will be monitored by building principal during the school day.
- J. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- K. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, handicap, or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, handicap, color or national origin and to seek to achieve full equality or educational opportunity to all pupils.
- L. All teachers are required to have lesson plans available; further more teachers are required

to update grades weekly (per Powerschool). Non tenured teachers are required to submit weekly written lesson plans to the Building Principal Monday morning by 8:30 A.M.

- M. The Board of Education shall provide substitute personnel in the event the elementary music, gym, computer, Spanish, or art teacher is absent. These teachers will have a "generic" lesson plan on file.
- N. For the purposes of this Agreement, a communicable disease shall be as defined by the Michigan State Health Department. In the event that a child with an ongoing or chronic communicable disease is allowed by policy or law to attend school, all employees potentially having contact with the student shall be notified, unless compelled by law otherwise. The Board shall provide inservice instruction or training in hygienic practices and management to employees coming into contact with such students. The Board agrees to indemnify bargaining unit members against any damages, fines, legal fees, or other costs that may result as a consequence of following Board policy and/or inservice instruction regarding management of students with communicable diseases. Any employee contracting a communicable disease shall have no fewer rights to continued employment with the employer than the rights afforded to a student to attend school. Such employees shall have the right to continue working as long as his/her personal physician certifies that he/she is able to continue unless there is contrary intervention by the Michigan Department of Health. The employer shall have the right to request a second medical opinion at its own expense.
- O. Elementary teachers will be responsible to provide one (1) evening program during the school year. Secondary teachers will attend either graduation or the awards ceremony during the school year.
- P. Secondary teachers will be visible outside their classrooms between passing periods whenever possible.
- Q. A Mentor Teacher shall be defined as a Master Teacher, a college professor, or a retired Master Teacher as identified in section 1526 of the School Code as in effect or as amended, and shall perform the duties of a Master Teacher as specified in the code. Each teacher in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher in a joint decision by the Association and Administration; who can offer assistance, resources, and information in a nonthreatening collegial fashion. A Mentor Teacher shall be assigned in accordance with the following:
 - a) Participation as a Mentor Teacher shall be voluntary.
 - b) The District shall immediately notify the Association of those members requiring a mentor assignment or any mentor change.
 - c) The assignment of the Mentor Teacher shall be finalized within the first month of school.
 - d) Every effort shall be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.

- e) Mentees shall only be assigned to one (1) Mentor Teacher at one time.
- f) The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher, Mentee, and Administration at the end of each semester. The appointment may be renewed in succeeding years.
- g) Mentor Teachers will be paid an annual stipend of \$100 per mentee.

ARTICLE VIII: Vacancies and Promotions

- A. A vacancy shall be defined as any position, either newly created or a present position that is not filled, which the Board intends to fill.
- B. Any teacher may apply for such vacancy. Each vacancy must be applied for separately. The Board declares its support of a policy of promotions to supervisory and executive levels, and to this end shall post all supervisory and executive positions in the same locations as teaching vacancies. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the District, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence.
- C. With respect to any vacancy that becomes open during the school year, either permanently or temporarily, the Administration shall have the right to fill that position with a substitute teacher on a temporary basis until the end of that semester at which time the position would be posted if it is a permanent vacancy.

ARTICLE IX: Reduction in Personnel

- A. No later than thirty (30) days following ratification of this Agreement, and by September 30th thereafter, the Employer shall prepare and post in every building of the district a seniority list. Bargaining unit members shall be ranked on the seniority list from most senior to least senior. If a bargaining unit member does not object to his/her placement on the seniority list within thirty (30) days of the posting, that list shall become final.
- B. Seniority shall be defined as length of service within the bargaining unit as of the bargaining unit member's first day of hire and as recognized as a union member. (Note" retro-pay does not equate retro seniority.) In circumstances of more than one bargaining unit member signing an individual contract on same date of hire, all such individuals so affected shall participate in a drawing, conducted by the Association at a time and in a place available to bargaining unit members, to determine the affected members' placement on the seniority list. The district shall be informed of the results in writing following the drawing. Members returning from a leave or layoff in which seniority does not accrue shall be placed at the bottom of the list of members for their respective position (number of accumulated years) on the list if more than one person is listed in order for that particular position. Part-time bargaining unit members shall accumulate seniority on a prorated basis, based on the actual number of paid equivalent days worked.

Seniority shall be lost permanently if a bargaining unit member resigns, retires, is

discharged, fails to return from an authorized leave of absence, is a probationary teacher whose contract is not renewed, or fails to respond to recall to a position for which they are certified and qualified or is permanently and verifiably disabled and will not be able to return to work.

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

- C. Seniority shall continue to accumulate for any bargaining unit member on paid leave of absence, paid maternity leave, or sick leave. Teachers who are laid off following the end of the first semester or later during a contract year shall be considered having completed the contract year for purposes of placement on the Salary Schedule and Seniority List. No salary scale advancement shall be granted if recalled during the same contract year. Individuals on unpaid leaves of absence shall not accrue seniority during such leave and the bargaining unit member shall be placed on the seniority list upon his/her return to employment in the same manner as those returning from layoff.

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

- D. "Qualifications" shall be defined to include only the following:
 - a. Advanced credit hours beyond minimum certification requirements.
 - b. Educationally related workshops and/or professional training in areas related to bargaining unit member's employment.
 - c. Past performance as revealed through formal evaluations.
- E. Those teachers on leave of absence shall notify the superintendent's office by April 15 of the current school year of his intent to return to the Stephenson School District the following year or his leave shall be terminated. It is the teacher's responsibility to keep address with the Personnel Office current.
 - 1. Other Conditions:
 - a. Leaves of absence without pay will be automatically granted to any and all personnel affected by a reduction in staff. These leaves of absence shall not prohibit the teachers from seeking and accepting gainful employment elsewhere and shall not be terminated for that reason except on written request of the teacher.
 - b. During said leave of absence the teacher shall receive no insurance benefits at Board expense, but may elect to continue insurance benefits by paying the premiums directly to the carrier. This section is contingent upon approval by the insurance carrier.

- c. During said leave of absence such teacher's seniority shall remain unbroken despite such leave, but shall not accumulate. The accumulated sick leave shall not be canceled, but shall remain credited to him.
- d. The leave of absence for the purpose of staff reduction shall not result in loss of status or credit for previous years of service. Upon return to the district he/she shall assume the position on the salary schedule previously held with no credit allowed for the leave of absence period.

ARTICLE X: Transfers

- A. Requests to transfer to vacancies occurring in the system may be made when:
 1. The application is made in writing
 2. The person requesting the transfer is **highly** qualified for the position.
 3. The transfer is for the good of the system as well as the individual.
- B. Any teacher who shall be transferred to a supervisory or administrative position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE XI: Sick Leave

- A. All full-time employees shall receive sick leave credit at the rate of 10 days per school year, unless they have accumulated 125 days. At that time sick leave credit shall be earned at the rate of 8 days per school year and shall become available to the teachers as is earned. If during a particular illness, in any one year, an employee does not have sufficient sick days accumulated, unless participating in the sick leave bank, as defined below, that employee's salary shall be docked and then upon employee's written request, repaid to the employee, up to the number of earned sick days, on the 21st check in June of the contract year. When the maximum number of sick days are reached, deductions for sick days taken will be made at the end of the school year rather than on a monthly basis. However, at no time will a teacher start a school year with more than the allowable maximum number of days.
 1. Unused sick leave shall be cumulative to 125 days.
 2. Teachers shall be given written notice of sick days available at the beginning of the school year. The teacher shall be responsible for keeping a running account of sick leave throughout the balance of the school year.
- B. There is hereby established a sick leave bank which shall be administered as follows:
 1. The Association shall establish and administer the said sick leave bank for the benefit of teachers. The superintendent or designee will assist the association in

keeping track of days in the sick bank and list of donors as provided by the union.

2. Each teacher shall be entitled to donate one sick day to the bank as needed. Donations will be on a purely voluntary basis. The said one sick day donated will be deducted from each participating teacher's total sick days.
 3. Any teacher who has used up all of his/her sick leave due to chronic, long-term or intermittent personal illness and has volunteered to participate in the bank will be entitled to use any number of sick days allotted to him/her by the Association, except that the number of days allotted shall not exceed the total number of days in the bank. The bank may not be used for maternity leave. The Sick Bank Committee may grant or deny leave days requests from the bank. Its judgment and/or decision will be final. Written approval from the Association by the Sick Bank must be provided to the payroll office before compensation will be made. It is the purpose of the sick leave bank to assist members until L.T.D. begins.
 4. The bank would be limited to a number of days equal to the number of teachers in the school system within the given school year unless there has been a reduction in staff. New hires will be allowed to contribute their day regardless of the number of days in the bank.
 5. When any teacher is making use of the days allotted to him/her by the Association from the bank, he/she will receive his regular teaching salary, and the Board will pay the substitute's salary up to the time when the total number of days allotted to the teacher by the Association from the bank has expired.
 6. If the total number of days is not used in a given school year, the total number of days not used shall be carried forward to the next school year. At such time, teachers can again voluntarily contribute one sick leave day to bring the total number of days in the bank up to the maximum allowed (which is defined above to be a number of teachers in the system within the school year).
 7. The Board shall in no way be responsible for the allocation of days from the bank to teachers or indicating the teachers who should donate days to the sick leave bank. Such matters shall be the sole and separate responsibility of the Association. No grievance shall be filed by the Association or any teacher on any matters which are specifically made the responsibility of the Association and not the Board in this paragraph. The Association agrees to indemnify and hold harmless the Board for damages incurred by the Board with respect to the matters made solely the responsibility of the Association and not the Board in this paragraph.
- C. Any teacher who is absent because of an injury or disease compensable under the Michigan Workers' Disability Compensation Law, shall receive from the Board the difference between the workers' compensation benefits and his/her regular pay for the number of days he/she is absent from his teaching duties up to the limit of his accumulative leave in the sick bank with subtraction of sick leave.
- D. The Board reserves the right to request a statement from physician in case of chronic,

intermittent absences or mass absences or upon evidence of abuse. If a statement from a physician is requested, any expense of such statement shall be borne by the Board of Education.

E. Procedure for notification of absence because of illness:

1. Please notify AESOP at www.aesoponline.com no later than one hour prior to the start of the teacher's assigned arrival time, if you plan to be absent for the day because of personal illness. (Report of Absence form must be submitted – AFTER absence.)
2. If extenuating circumstances exist outside of AESOP call the Elem/MS/HS Office prior to the start of the teacher's assigned arrival time.
3. The teacher's class list must be available to the substitute teacher.
4. Assignments and lesson plans will be provided for the substitute teacher. (See Article 7, Section M)
5. A teacher will not be charged for sick day(s) or personal leave or discretionary leave applied for in the event school is canceled on those days.

ARTICLE XII: Leave of Absence

- A. Any teacher whose personal illness extends beyond the period compensated under Article XII shall be granted a leave of absence without pay for such time as is necessary to complete recovery from such illness up to eighteen months that run concurrently with L.T.D. Charges for the use of such days shall be at the minimum rate of one-half (1/2) day per time used. Such leave of absence must be requested by the teacher in writing upon use of accumulated sick leave. The intention to return to a teaching position during the next school year shall be made in writing prior to April 15.
- B. Leave of absence with pay chargeable against the teacher's sick leave allowance shall be granted for the following reasons. Charges for the use of such days shall be at the minimum rate of one-half (1/2) day per time used.
1. A maximum of ten (10) days per school year for a critical illness; critical illness shall be defined as any illness serious enough to require medical attention, in the immediate family. Immediate family is interpreted to mean: mother, father, spouse, parent of spouse, brother, sister, child, grandparents, or a dependent in the immediate household; or hospitalization of a grandchild.
 2. One day when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
 3. Attendance at a ceremony awarding degree to a staff member for such portion of the day as is necessary.

4. One day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife.
 5. Time necessary for attendance at the funeral of person whose relationship to the teacher warrants such attendance. Leave to be approved by the Building Coordinator or Principal of the school.
 6. Death in the immediate family shall have a limitation of three days for each bereavement. Bereavement days do not have to be consecutive if a spring burial is necessary. Additional time may be granted by the Superintendent for extenuating circumstances. Immediate family shall refer to husband, the wife, or the child and the mother, father, brother, brother-in-law or the sister, sister-in-law, grandfather, grandmother, and grandchild of the employee or of the spouse. Not more than one day of Sick Leave shall be granted by the Board of Education for the death of an uncle or aunt of the employee or of the spouse. Special consideration may be granted to the employee for persons who reside with the family.
 7. Professional development requests must be approved by an administrator prior to making arrangements for the leave. All paperwork and reservations must be completed by the staff member. These requests must be made in a timely matter. If a sub has not been secured by 4:00 p.m. on the day prior, the leave will be canceled.
- C. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons. Leaves of absence without pay, other than those described in this Master Agreement, shall be granted at the discretion of the district.
1. Jury duty - persons called for jury duty will be paid the difference between their pay as a juror and their regular salary. Such time as spent in jury duty will not be charged against personal business or sick leave. Any mileage fees paid by the Court to the employee may be retained by the employee without the amount being deducted from his pay.
 2. Court appearance as a witness in any case connected with the teacher's employment or the school and involving no moral turpitude on the part of an employee as later verified by the proofs.
- D. A teacher shall be entitled to three (3) days of personal leave per year to be used at the employee's discretion. Two (2) additional personal leave days shall be granted when the employee accumulates 125 sick days. Any personal leave/discretionary days not used in the current school year will be allowed to accumulate as sick day(s) at the start of the new school year. Total accumulation of sick days is not to exceed 125 days.
1. Those desiring to use such leave shall submit their request to AESOP 3 days prior to the anticipated absence, except in cases of emergency. In such case, the employee shall apply as soon as possible. Request of Absence form must be submitted – BEFORE absence.

2. Charges for the use of such days shall be at the minimum rate of one-half (1/2) day per time used.
3. **These days shall not be used on the first or last day of school, or to extend holidays or vacations, or on Parent-Teacher Conference days, or Professional development/in-service days, unless under extenuating circumstances, to be determined individually in advance by the Superintendent of Schools. Use of these days shall be based on the availability of qualified substitutes. A "qualified" substitute shall be defined as a substitute teacher on the school's substitute list.**
4. Days of discretion may be used during hunting season provided no more than ten (10) percent of the staff uses the leave on any one day and provided that qualified substitutes are available. If more than ten (10) percent of the staff applies for a day of discretion during hunting season for any one day, a drawing shall be held by the Association. Exceptions to the ten (10%) percent limit may be considered.
5. Personnel who participate in the lunch supervision rotation are eligible for one (1) additional discretionary day. (See guidelines for discretionary days.) The number of days staff would work per school year will vary according to the number of staff who signs up for the rotation.
6. Personnel who assist in moving their classroom are eligible for two (2) additional discretionary days with administrative approval.
7. The guidance counselor will receive an additional seven (7) personal days, mutually agreed upon with administration, for days worked outside of the regular school calendar.

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

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

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

G. The Board may grant up to one (1) year leave of absence without pay for pregnancy or adoption. Details regarding when the teacher should cease employment, or return to employment will be determined by the circumstances in each case and determined by the administration and the employee with the advice and assistance of a physician. This leave shall not result in a break in continuous service in the district (seniority) for leaves not exceeding one semester. In case of a leave exceeding one semester, the teacher shall

retain the seniority she had at the date of the commencement of the leave of absence. In lieu of this provision a teacher may elect to utilize the sick leave provisions of Article XI. In the event the adopting agency requires a period of child care as a part of the adoption procedure, the employer will grant an unpaid leave of absence for the period of time required by the adopting agency.

- H. (Sabbatical Leave) No specific provisions are made for the sabbatical leave of the regular employees. Each case will be considered and judged on its own merits.
- I. When a regular employee qualifies for retirement, is laid off, or severs employment after 20 years of service, the Board of Education shall pay to the employee the amount equivalent up to ½ the current substitute teacher rate per day for an amount equivalent to accumulated sick leave days not used. Any employee who starts their last year of employment with the maximum number of accumulated sick leave days, shall be awarded the full ten (10) days at the end of his or her retirement year.
- J. (Professional Leave) School employees who are elected or appointed as delegates, committeeperson, or officers of professional and educational organizations may be approved by the Board of Education for time off from school duties without loss of pay to attend the professional meetings. Each request shall be judged on its own merits.
- K. Dental work scheduled during the teaching day will not be considered under sick leave unless a signed statement by the dentist is presented to the office prior to taking leave from work indicating it is impossible for the dentist to make appointments at times other than the teaching day. This restriction applies only to normal checkups and cleaning, and shall not apply to those occurrences when the employee is in pain or need of dental work.
- L. Medical checkups scheduled during the teaching day will not be accepted for sick leave. Beyond 75 miles will be accepted if a statement is provided by the family physician that the checkup is necessary immediately and cannot be arranged at recess periods during the school year including Thanksgiving, Christmas, Easter, and summer. This restriction applies only to regular physical checkups and not to diagnostic checkups or when the employee is ill or injured, or is being fit into the physician's schedule for necessary medical diagnosis.
- M. Leave of absence will be granted as per FMLA. Information about FMLA may be found at <http://www.dol.gov/esa/regs/statutes/whd/fmla.htm#content>

ARTICLE XIII: Protection of Teachers

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

students. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take steps to aid the teacher with respect to such pupils.

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

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

ARTICLE XIV: Negotiation Procedures

- A. It shall specifically be unnecessary for any party to negotiate or bargain upon any area covered or not covered by the terms of this Agreement. In all such instances, no new area shall be bargained or negotiated upon, until this Agreement shall have been lawfully terminated or has expired, or until there shall be mutual written agreement by and between the parties.
- B. In the event the salary schedule is reopened for negotiations by either party, as provided in Article II of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.
- C. The Board, through its authorized representative, may employ teachers to fill vacancies for the subsequent school year under the provisions of the Master Agreement in force. However, teachers so hired will be subject to the Master Agreement approved subsequent to the date of employment.
- D. In any negotiations described in this Article, each party shall have control over the selection of its negotiation or bargaining representatives from within or outside the school district. It

is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledged that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

- E. If the parties fail to reach an agreement in such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission (MERC) or take any other lawful measure it may deem necessary.
- F. Letters of intent to negotiate shall be delivered not later than March 1 of the calendar year in which this agreement expires.

ARTICLE XV: Grievance Procedure

A. Definitions:

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

B. Purpose:

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

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

1. Termination of or failure to re-employ a probationary teacher shall not be a subject of

the grievance procedure; and neither shall

2. The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule.

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

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

LEVEL ONE:

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

LEVEL TWO:

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

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

LEVEL THREE:

If the bargaining unit member(s) and/or the Association is/are not satisfied with the resolution of the grievance at Level Two, the Union may elect to proceed to the Board level. The Board, no later than its regular meeting or two calendar weeks, whichever is later, shall hold a hearing on

the grievance with an Association representative. The disposition of the grievance, in writing, by the Board, shall be made no later than seven (7) days hereafter. A copy of such disposition will be furnished to the Association.

LEVEL FOUR:

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

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

E. Right to Representation

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

F. Miscellaneous

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

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

ARTICLE XVI: Retirement

Retirement will be in accordance with federal and state law.

ARTICLE XVII: Miscellaneous Provisions

- A. Teachers will be available in their respective building for conferences with parents at a time that is mutually agreeable to all parties. These meetings will take place within a three-day period after notification from the office or telephone/e-mail/other contact from the parent. Teachers reserve the right to ask an administrator to be present.
- B. Procedure for Reports of Injuries to school employees. The Board of Education of the Stephenson Area Public Schools carries compensation insurance on every teacher employed. In case of an accident, inform the Office of the Superintendent at once. Report all accidents--even those of a minor nature. School employees are covered by Workmen's Compensation insurance at all times, in and out of the community, providing the employee is considered working within the course of his/her employment at the time of injury.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. A copy of the individual contract form(s) shall be attached hereto and shall remain unchanged for the duration of this Agreement.
- D. The Agreement supersedes and cancels all previous agreements: Verbal or written, or based on alleged practices, between the parties. Any amendment or agreement

supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

- E. Extracurricular positions shall be considered non-tenure positions subject to review and rehire on an annual basis by the Board. Teachers will be given first consideration for open positions.
- F. Any agreement(s) reached between the Association and the employer is binding on all individuals and cannot be changed by any individual. All such agreements shall be in writing and signed by the appropriate parties.

ARTICLE XVIII: Insurance Protection

The Board shall pay no more than the state established cap amounts for health insurance for a full twelve (12) month period for the bargaining unit member and his/her entire family and any other eligible dependents as defined by MESSA. For 2015-16 the cap numbers are FF - \$1,342.66, 2 person - \$12,531.75, S - \$5,992.30 and are subject to provisions of PA 54 and PA 152. For 2015-16 the monthly cap numbers are FF-\$1,361.89, 2 person \$1,044.31, S - \$499.36. These annual employer paid amounts shall adjust annually beginning on July 1 of each plan year, too the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act. Any cost greater than the Board's contribution shall be subject to payroll deduction.

When appropriate, MESSA Choices II 10/20 or Limited Medicare Supplement and Medicare Part B premiums shall be paid on behalf of the employee, spouse, and/or dependents eligible for Medicare. But in no case shall such premiums exceed the established state cap numbers noted above, and shall be subject to both PA 54 and PA 152 at all times.

Employees may select MESSA Choices II PAK A, MESSA ABC Plan 1, or MESSA PAK B. If an employee selects the MESSA ABC Plan 1, the employer will pre-fund \$1,050/\$2,300 of the deductible amount annually to each member's Health Savings Account by January 1 of each year. The employer shall pay the remainder of the hard cap cost towards the MESSA annual medical premium up to the amounts specified above for single, self/spouse and family. Employees may contribute additional money towards their Health Savings Account.

The employer will provide the non-medical benefits for all benefit packages at no cost to the employee.

Where normally and to the extent provided as a part of the Pak, fringes shall include internal and external coordination of benefits. Other MESSA or MESSA options shall be available to employees at their own expense on a payroll deduction basis, including annuities. Coverage as described above shall take effect upon ratification and completion of the open enrollment period and shall run from 7-1 to 6-30 each year. Part-time employees shall be entitled to prorated health insurance consistent with the cap amounts listed above. Part-time employees shall be entitled to all other fringe benefits described herein on the same prorated basis and must participate in the vision and dental programs as required by MESSA.

Teachers terminated for whatever reasons shall be provided with whatever insurance benefits

are mandated by the new federal law entitled the Consolidated Omnibus Budget Reconciliation Act (PL 99272), referred to as COBRA.

Option #1 MESSA Choices II, \$10/\$20 Rx, \$5 Office Visit: PAK A

Long Term Disability Insurance (LTD) - 66 2/3%
\$3,000 maximum monthly benefit
Sixty (60) Calendar days-straight wait Elimination Period
COLA – as defined under LTD
Alcohol/Drug and Mental/Nervous same as any other illness
5% Minimum Payout
Pre-existing Limits Waived
Family Social Security Offset
No Survivor Income
Freeze on Offsets
No Educational Supplement
2 Year Own Occupation

Delta Dental Plan 80/80/80: \$1,000 Orthodontic Rider
Negotiated Term Life: \$45,000 with AD&D
VSP 3 Plus Vision Insurance

Option #2 MESSA PAK B

Long Term Disability Insurance (LTD) – 66 2/3%
\$3,000 maximum monthly benefit
Sixty (60) Calendar days-straight wait Elimination Period
COLA – as defined under LTD
Alcohol/Drug and Mental/Nervous same as any other illness
5% Minimum Payout
Pre-existing Limits Waived
Family Social Security Offset
No Survivor Income
Freeze on Offsets
No Educational Supplement
2 Year Own Occupation

Delta Dental Plan 80/80/80: \$1,000 Orthodontic Rider
Negotiated Term Life: \$45,000 with AD&D
VSP-3 Plus Vision Insurance

The Pak B cash in lieu amount is \$365 per month or \$4,380 per year.

Option #3 MESSA ABC Plan 1, \$1,250/\$2,500 deductible, ABC Rx

The implementation date for employees choosing the ABC Plan 1 is January 1, 2016.

Long Term Disability Insurance (LTD) – 66 2/3%
\$3,000 maximum monthly benefit
Sixty (60) Calendar days-straight wait Elimination Period
COLA – as defined under LTD
Alcohol/Drug and Mental/Nervous same as any other illness

5% Minimum Payout
Pre-existing Limits Waived
Family Social Security Offset
No Survivor Income
Freeze on Offsets
No Educational Supplement
2 Year Own Occupation

- A. Delta Dental Plan 80/80/80: \$1,000 Orthodontic Rider
- B. Negotiated Term Life: \$45,000 with AD&D
- C. VSP-3 Plus Vision Insurance

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HAS eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.

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

Payroll deduction for the balance of the premium costs shall be withdrawn from the employee's first 26 pays, from July to June, for the 12 months of insurance coverage (i.e. July 1 for June). A Section 125 plan shall be established for employee deductions. All employees entitled under Pak B of the MESSA Pak shall be able to select a carrier for their annuity from the list of ten mutually agreed to by the parties.

ARTICLE XIX: Multi-Building Assignments

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

- A. At least five (5) periods of instruction time with children present. A period to be equivalent to a minimum of 50 minutes or 250 minutes of actual instruction per teaching day.
- B. No schedule changes will be permitted involving more than one building without prior approval of the Office of Superintendent.
- C. Changes within a building must be approved prior to implementation by the Building Coordinator or Principal.

ARTICLE XX: Summer Employment

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

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

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

ARTICLE XXI: 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 XXII: 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 XXIII: Duration of Agreement

This Agreement shall be effective as of August 17, 2015 and shall continue in effect until June 30, 2017.

ARTICLE XXIV: Academic and Professional Responsibility

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

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

Patriotism in its highest form requires dedication to the principles of our democratic heritage. Professional ethics require sharing the responsibility for the development of sound policy with all

other citizens. As educators we are particularly accountable for participating in the development of education programs and policies, and for interpreting them to the public.

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

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

ARTICLE XXV: Voluntary Dues Deduction

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

ARTICLE XXVI:

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

Stephenson Area Public Schools Salary Schedule

STEP	2015-16 1.5%						
	BA	BA+15	BA+18	BA+24	BA+45/MA	MA+15	MA+24
0	30418	31938	32243	32851	34372	35893	36805
1	31634	33155	33459	34068	35588	37109	38022
2	32851	34372	34676	35284	36805	38326	39239
3	34068	35588	35893	36501	38022	39543	40455
4	35588	37109	37414	38022	39543	41064	41976
5	37109	38630	38934	39543	41064	42585	43497
6	38630	40151	40455	41064	42585	44105	45018
7	40151	41672	41976	42585	44105	45626	46539
8	41976	43497	43801	44410	45930	47451	48364
9	43801	45322	45626	46235	47756	49276	50189
10	45626	47147	47451	48060	49581	51101	52014
11	47451	48972	49276	49885	51406	52926	53839
12-14	49276	50797	51101	51710	53231	54752	55664
15-19	50797	52318	52622	53231	54752	56272	57185
20-24	52622	54143	54447	55056	56577	58097	59010
25+	54447	55968	56272	56881	58402	59923	60835

STEP	2016-17 1.5%						
	BA	BA+15	BA+18	BA+24	BA+45/MA	MA+15	MA+24
0	30874	32418	32727	33344	34888	36432	37358
1	32109	33653	33962	34579	36123	37667	38593
2	33344	34888	35197	35814	37358	38902	39828
3	34579	36123	36432	37049	38593	40137	41063
4	36123	37667	37975	38593	40137	41680	42606
5	37667	39210	39519	40137	41680	43224	44150
6	39210	40754	41063	41680	43224	44768	45694
7	40754	42298	42606	43224	44768	46311	47238
8	42606	44150	44459	45076	46620	48164	49090
9	44459	46003	46311	46929	48473	50016	50943
10	46311	47855	48164	48781	50325	51869	52795
11	48164	49708	50016	50634	52178	53721	54647
12-14	50016	51560	51869	52486	54030	55574	56500
15-19	51560	53104	53412	54030	55574	57117	58044
20-24	53412	54956	55265	55882	57426	58970	59896
25+	55265	56809	57117	57735	59279	60822	61749

SCHEDULE B – ATHLETIC SALARIES

2015-17

On Base

<u>SPORT</u>		<u>%</u>	
FOOTBALL	Varsity Head Coach	14.50	
	Assistant Varsity Coach	9.60	
	Junior Varsity Coach	11.60	
	Assistant Junior Varsity Coach	7.30	
BASKETBALL	Boys Varsity Head Coach	14.50	
	Boys Junior Varsity Coach	11.60	
	Boys 8 th Grade Coach	4.80	
	Boys 7 th Grade Coach	4.80	
	Girls Varsity Head Coach	14.50	
	Girls Junior Varsity Head Coach	11.60	
	Girls 8 th Grade Coach	4.80	
	Girls 7 th Grade Coach	4.80	
	TRACK	Boys Head Track Coach	11.60
		Boys Assistant Track Coach	7.70
Boys Junior High Track Coach		4.80	
Boys Junior High Track Coach #2		3.00	
Girls Head Track Coach		11.60	
Girls Assistant Track Coach		7.70	
Girls Junior High Track Coach		4.80	
Girls Junior High Track Coach #2		3.00	
CROSS COUNTRY	Jr. High/HS Cross Country Coach	10.50	
	*Jr High/HS Cross Country Assistant Coach	5.80	
	*Hired when number of "primary sport athletes exceeds 18		
VOLLEYBALL	Girls Head Coach	14.50	
	Girls Junior Varsity Coach	11.60	
TIMER & SCORER	\$10.00 Per game		
FILMING GAMES	Staff Only \$ 8.50 Per game		
CHEERIO BUS	Chaperones per bus	\$15.00 under 25 miles	
		\$30.00 over 25 miles	

Split total if more than one chaperone per bus—funded by student charge

Boys and Girls Assistant Varsity Football Coach #2 hired when number of athletes exceeds 30- 7.30% on base
 Boys and Girls Assistant Varsity Track Coach hired when number of "primary sports athletes" exceeds 15-7.70% on base
 Boys and Girls Junior High Track Coach #2 hired when number of "primary sports athletes" exceeds 15 – 3.00% on base
 Boys and Girls Assistant Varsity Track Coach #2 hired when number of "primary sports athletes" exceeds 36 - 4.80 % on base
For Asst. Varsity Track and JH Track, the number of athletes is determined as of the first contest

Starting in 2006-07, staff (union members) coaches will receive 1 % increase on the base for every two years of continuous service in the same position

Head coaches will have a maximum of 5 increases
 Assistant coaches will have a maximum of 3 increases

SCHEDULE B – Advisory Salaries

2015-17

On Base

	<u>%</u>
American Field Service	2.90
Annual Director	9.00
Art Club	2.50
Band Director	9.20
Building Coordinator: Elementary	\$2,250
High School	\$2,250
Business Professionals of America #1	6.10
Business Professionals of America #2	4.10
Extra Duty	\$20.00/hr
Middle School Lead #1	3.60
National FFA Organization – Head	5.00
National FFA Organization – Assistant	3.00
Newspaper	2.50
Play Director	4.50
SADD	2.50
Science Olympiad	3.70
Tech Club – Head	2.50
Tech Club – Assistant	2.00
Vocal Music	3.00

CLASS ADVISORS

Seniors #1	3.90
Seniors #2	3.90
Juniors #1	3.90
Juniors#2	3.90
Sophomores	1.90
Freshmen	1.90
8 th Grade #1	1.50
7 th Grade #1	1.50
6 th Grade #1	1.50
5 th Grade #1	1.70
5 th Grade #2	1.70

LEADERSHIP TEAM

8 Total @ \$1057.57 each

HONORS ADVISORS:

HI-Q	1.90
National Honor Society	1.90
Student Council	3.70

*Longevity increases every 2 years for union staff members only:

1st increase – Begin of 3rd yr

2nd increase – Begin of 5th yr

3rd increase – Begin of 7th yr