

**AGREEMENT**

*between the*

***ST. IGNACE AREA SCHOOLS BOARD OF EDUCATION***

*and the*

***ST. IGNACE EDUCATION ASSOCIATION***

**September 1, 2008 - August 31, 2012**

**ST. IGNACE AREA PUBLIC SCHOOLS**

**St. Ignace, Michigan**



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This Agreement entered into the 1st day of September, 2008, by and between the Board of Education of the St. Ignace Area Schools, hereinafter called the "Board" and the St. Ignace Chapter of the Northern Michigan Education Association, hereinafter called the "Association."

- A. The Representative Unit is all certified personnel of the St. Ignace Area Public School except those excluded by the Statute of the Public Acts 379 of Michigan Public Acts of 1965.
- B. The Bargaining Unit is all certified personnel of the St. Ignace Area Public Schools and are members of the St. Ignace Education Association and affiliates of the MEA except those excluded by aforesaid act.

## **WITNESSETH**

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of St. Ignace is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teacher service,

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

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

WHEREAS the parties following extended and deliberate professional negotiations have reached certain understanding which they desire to memorialize.

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

## **ARTICLE I – RECOGNITION**

- A. The Board hereby recognizes the Northern Michigan Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, but excluding supervisory and executive personnel.
- 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 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 rights he/she may have under the Michigan General Schools Law or applicable civil service law and regulations.

## ARTICLE II - TEACHERS RIGHTS

- A. Pursuant to Act 379 of the Public Act of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission or a moderator from such public agency or an arbitrator appointed pursuant to the provisions of this agreement.
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from bearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards in the teachers lounge, use of telephone for local calls, and other established media of communication shall be made available to the Association and its members.

The District agrees not to schedule meetings that conflict with the Association's monthly EA meeting, provided the Association President presents to the Superintendent, the dates of the regular monthly meetings by September 15.

- D. The Board agrees to furnish to the Association all available information concerning the financial resources of the district, tentative budgetary requirements and locations, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with the information which may be necessary for the Association to process any grievance or complaint.

E. Agency Shop:

1. In accordance with the terms of this Article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association.

Members have thirty (30) calendar days in which to execute an authorization for payroll deduction of the Association dues or service fees.

2. Association Members: Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
3. Service Fee Payers: Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the MEA Policy and Procedures regarding objections to political-ideological expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
4. Payroll Deduction: Upon written authorization by a bargaining unit member or pursuant to Article II, the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Moneys so deducted will be transmitted to the Association, or its designee, no later than thirty (30) calendar days following each deduction.
5. Non-Payment of Dues or Service Fees: If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association that the member had been provided the MEA's Hudson Informational Packet, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

Should such involuntary payroll deduction become legally disallowed and if an authorization card is not signed by the member within thirty (30) calendar days, the Board agrees that the services of the members shall be terminated at the end of the semester, provided that the Association submits a written request for said termination to the Board. The affected member shall be notified of the termination of services immediately after the receipt of the Association's request.

6. Save Harmless Clause: In the event of legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- A. The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- B. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

The Association agrees that in any action so defended, it will hold the employer harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Commission.

7. Constitutionality of Agency Shop: The parties acknowledge that the U.S. Supreme Court in Chicago Teachers Union vs. Hudson, 106 S.Ct 1066 (1986) has reaffirmed that the concept of agency shop is constitutional. The parties also acknowledge that the U.S. Supreme Court and other Federal Courts have established certain requirements that must be satisfied by the Union in order to be able to collect a service fee from non-members. The Association affirms that, to the best of its knowledge, it is and will continue to satisfy such requirements in the calculation and collection of a service fee from non-members.

F. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance of annuities, credit union, bank or any other plans or programs jointly provided by the Association and the Board, providing they are a single carrier and submitted to payroll office by the fourth Friday of September of each year.

Changes made in the aforementioned deductions are limited to once each year. All payroll deductions made shall be deposited within 30 days of the deduction.

G. The Board agrees to make available copies of all individual salary and service agreements of tenure teachers and contracts of non-tenure teachers for validation by members designated by the Association in terms of this contract. A copy of each agreement shall be given to the Association within 30 days of ratification by Board and Association.

H. The Board will consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

- I. Any teacher who is a member of the Association, who has applied for membership, or who will be paying the Association Service Fee, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments, fees, and contributions to the Association and any other payroll deductions. Pursuant to such authorization, beginning in September the Board shall make payroll deductions for such dues, assessments, service fees and/or contributions, in equal amounts, as nearly as may be, from each employee's pay check each pay period.

### **ARTICLE III - RIGHTS OF THE BOARD**

This reserves exclusively to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitutions of Michigan and the United States or which have been heretofore properly exercised by it, which rights shall include, by the way of illustration and without limiting the generality of the foregoing, the following:

- A. To manage and administer the school system, its properties and facilities, and to direct its administrators, teachers, and other employees in the course of their duties.
- B. To hire all teachers subject to the provisions of law, to determine the qualifications for hiring new teachers and the conditions for their continued employment or their dismissal or demotion, to assign duties, responsibilities and the place of work for teachers, and to promote any such teachers.
- C. To meet state requirements for employability, to accommodate criminal background checks for current employees, the board shall pay the cost of fingerprinting (or reimburse members) for all members required to provide them.

Employees on layoff who are recalled for employment shall be considered current employees under this article.

- D. To establish levels and courses of instruction (including special programs) and other athletic, recreational and social events for students and to adopt textbooks and other teacher materials and aids.
- E. To establish rules for the maintenance of discipline and order of students in the schools and procedures for enforcement of such rules. The Board agrees to involve teachers in the development of such rules. The Association shall have the opportunity to nominate five (5) teachers, one of whom the Board shall appoint as the Association's representative for such occasions. In the event of an emergency situation when such rules are developed with the direct participation of some member of the teaching staff, the Board agrees that ten (10) working days prior to the adoption date of any such rules, it shall give the Association notice of any such proposed rules. The Association shall submit to the Board whatever written recommendations it may have within five (5) working days prior to the adoption date of such rules.



When the Association has not been involved in the development of such rules and advance notice was not possible because of the urgency of time, the Board agrees that a review of such action will be scheduled at the request of the Association to consider recommendations after the Board's adoption of said rules.

- F. To adopt the annual budget for the School District, to submit to its electorate such propositions for authority to borrow monies or increase the constitutional tax rate limitation, to levy such taxes as it may deem necessary, and generally to exercise full control over the financial affairs of the School District.
- G. The Board further recognizes the valuable assistance to be gained in its responsibility of determining school policies from effective communication with the Association. Accordingly, it is agreed that representatives of the Board and the Association shall meet periodically (when deemed necessary by either party) to discuss school policies of legitimate concern to the Association and problems relating to the implementation of the Agreement. Whenever possible, meetings shall be scheduled in such a manner as to accommodate the discussion of proposed rules or policy changes.

These meetings normally shall be held after school hours. The Board and the Association shall promptly establish rules of procedures for these meetings aimed at making them an efficient means of communication between the parties on such matters. A mutually prepared agenda shall be provided to all contract review members three duty days prior to the date of the meeting.

#### **ARTICLE IV – TERMINATION OF EMPLOYMENT**

Upon termination of employment after five (5) or more years, accumulated sick leave, up to a maximum of 65 days, computed at the individual's step on the salary schedule will be paid by deposit as a "non-elective" employer contribution under section 403(b)(3) of the Internal Revenue Code to a tax deferred plan of the employee as established by the employee. Such contribution shall be made within 60 days of the termination date from the district. Eligible participants shall not have the option of taking cash payment.

#### **ARTICLE V -- TEACHING HOURS**

- A. The Board recognizes the principle of a standard workweek and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek. The Board will not require teachers regularly to work in excess of such standard workweek within or outside of any school building. The teacher's teaching schedule will be available at least two weeks prior to the beginning of school.
- B. All teachers shall be entitled to a 30 minute duty-free, uninterrupted lunch period.
- C. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance

negotiation, including arbitration, shall be released from regular duties without loss of salary.

- D. Teachers may use for preparation all times during which their classes are receiving instruction from various certified teaching specialists.
- E. Teaching hours and student contact hours will be sufficient to meet the State of Michigan "days and hours of instruction."
- F. The following building schedule is in effect for the 2008-09 school year and the duration of this contract:

Elem/Middle (Grades K-8)

High School (Grades 9-12)

Duty Station 7:55 a.m. – 8:00 a.m.  
Students 8:00 a.m. - 2:45 p.m.  
Allowed to leave 3:05 p.m.  
(conference 35 minutes/day)

Duty Station 7:55 a.m. – 8:00 a.m.  
Students 8:00 a.m. – 2:50 p.m.  
Allowed to leave 3:00 p.m.  
(conference 1 block – 2 out of 3 days)

If the teaching day needs to be extended or reduced the Association and the Board shall form a study committee to monitor and make recommendations to the respective bargaining teams regarding days and hours as mandated by the State of Michigan.

The committee shall consist of six (6) people, three (3) appointed by the SEA President and three (3) appointed by the Superintendent.

The committee shall make days and hours recommendations by March 1 for the following school year or as soon as possible following action by the State of Michigan which modifies, repeals or alters the requirements.

## **ARTICLE VI - MISCELLANEOUS PROVISIONS**

- A. The Board agrees at all times to maintain an adequate list of substitute teachers and aides. Teachers and aides shall be informed of a telephone number they may call before 7:30 a.m. to report unavailability for work. Once a teacher or aide has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher or aide.
- B. No polygraph or lie detector device shall be used in any investigation of any teacher by the Board.
- C. The Association shall deal with ethical problems arising under the current Code of Ethics of the Education Profession in accordance with the terms thereof and the Board

recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

- D. 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 the Agreement shall be incorporated and be considered part of the established policies of the Board.
- E. Copies of this Agreement shall be printed at the expense of the Board and the Association and presented to all teachers now employed or hereinafter employed by the Board. Such copies shall be distributed within 30 calendar days of ratification by both parties.
- F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and enforceable except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- G. Minutes, information of all Board meetings, and all other information presented and available to the Board shall be sent to the Secretary of the Association at the same time the Board members receive copies.
- H. Paychecks will be available at the Central Office on Thursday between 3:30 p.m. and 4:00 p.m. of each pay period. Paychecks not picked up on Thursday will be distributed on Friday.
- I. Mail shall be delivered to the respective schools without unreasonable delay.
- J. The Board of Education may, at its expense, require proof of adequate mental and/or physical health for any teacher to continue teaching.
- K. Nothing in this Agreement shall require the Board to keep schools open in the event of inclement weather, technical failures or when otherwise prevented by an Act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty. Teachers who have scheduled personal business days or sick days shall not be charged for them provided school was closed for that entire day. If any of the above conditions occur after the beginning of the school day, teachers may leave as soon as the students in their charge have left the school grounds or if an administrator releases the teachers from that responsibility. The Board shall consult with the Association to schedule days which are called off and must be made up as required by State law. It is further understood by both parties that the district will not pay any additional salary and benefits for days which are not counted as State Aid days.

- L. No later than November 30 of any school year, the Board and the Association shall develop an accurate seniority list based on the district's employee records. The said seniority list shall rank all employees, including both active employees and employees on full or partial layoff, according to their length of service in the district. Such list shall also state the teaching assignments, if any, presently held by such employees and the areas in which the employee is certified or licensed.

A seniority list shall be posted on the designated bulletin boards in the respective buildings. A copy of such lists shall be provided to the Association. Within 10 working days of such posting, any employee disputing the accuracy of the list shall notify the superintendent's office and the SEA in writing.

If no written notice is given, the accuracy of the seniority list shall be deemed correct.

- M. In the circumstance of more than one individual being equal in qualifications and seniority, all individuals so affected will participate in a drawing to determine his/her position as to layoff and recall. The Association and teacher(s) involved will be notified in writing of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place which shall reasonably allow affected teachers and Association representatives to be in attendance.
- N. In the event of annexation, the Board of Education agrees to continue the tenure status of teachers currently employed by the District.
- O. In the event the District shall be consolidated or otherwise reorganized, the Board shall use every effort to continue employment of tenured teachers in this District.
- P. School wide professional development days are planned with input from the school improvement committee and are related toward making improvements on a school wide basis that will assist the school in meeting its annual school improvement goals. In order to make school wide progress it is important that all staff be involved in those professional development activities identified by the school improvement team as important. The administration will attempt to schedule professional development days when they are the least disruptive to the school learning atmosphere – when possible professional development days will be scheduled for Fridays. To the extent possible those planning the activities will attempt to make the day fun as well as meaningful. The administration will give recognition to those that attend and participate in professional development activities.

#### Q. PROFESSIONAL DEVELOPMENT - National Board Certification

National Board Certification (NBC) is a national voluntary system established by the National Board for Professional Teaching Standards designed to recognize teachers who meet the high and rigorous standards for what accomplished teachers should know and be able to do.

All members holding a baccalaureate degree from an accredited institution, having three years teaching experience, and holding a Michigan teaching license are eligible to earn NBC. All eligible members shall have an equal opportunity to earn NBC.

Any activity of a teacher related to NBC shall be voluntary. Members pursuing NBC may choose to terminate their involvement at any time without penalty or fear of retribution. The failure to pursue or receive NBC shall not be considered for evaluation purposes.

It is the responsibility of the member to notify and receive concurrence from the Superintendent of their intent to apply for NBC by October 1 of each school year.

Up to three (3) days paid leave (in addition to other leave granted in this document) will be provided to prepare for and complete NBC activities. These days must be approved a minimum of three (3) days in advance by the building principal.

The district shall recognize the accomplishment of each member receiving NBC by paying an additional \$1,000 stipend in annual compensation for each year the certificate is valid.

All materials prepared for the NBC assessment, including videotapes, audiotapes, portfolios, documents, computer media, etc. shall be provided by the members, and remain the sole property of the member.

- R. It is the responsibility of the Board of Education and its delegates to arrange for, and make available to members, SB CEU's for a minimum of 3 of the annual professional development days that are provided for the staff.

## **ARTICLE VII - MENTOR TEACHER**

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of PA 335 (1993) and shall perform the duties of a Master Teacher as specified in the act.
- B. Each bargaining unit member in his/her first three (3) years of employment in classroom teaching shall be assigned a Mentor Teacher by the Administration. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. An orientation jointly sponsored by the Administration and the Association shall be held for all Mentors and Mentees prior to the end of September each year.
- D. Mentor Teachers shall be assigned in accordance with the following:
  - 1. The ultimate and overriding criteria used in selecting a Mentor Teacher will be the candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.

2. Participation as a Mentor Teacher shall be voluntary.
  3. The District shall notify the Association of those members requiring a mentor assignment.
  4. Mentor Teachers and Mentees shall work in the same building (elementary, middle, high school) and have the same area of certification (whenever possible).
  5. The Mentee shall be assigned to only one (1) Mentor Teacher at a time.
  6. The Mentor Teacher assignment shall be for one (1) year, subject to review by the Administration, Mentor Teacher and Mentee at any time upon request. The appointment may be renewed in succeeding years.
  7. Mentor Teachers may have up to two (2) Mentees if so desired.
  8. Mentor Teachers shall be tenured bargaining unit members whenever possible.
- E. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member into the teaching profession and to provide necessary assistance toward the end result of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher. The Mentor Teacher may participate in the post-observation conference with the beginning teacher and the principal if requested by the beginning teacher. Further, the Mentee shall not be called as a witness in any grievance or administrative hearing involving the Mentor Teacher. This article does not apply to unethical, illegal or immoral activities on the part of either the Mentor or Mentee.
- F. Upon request, the administration may make available reasonable amounts of release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday and school calendar year. Where possible, the Mentor Teacher and Mentee shall be assigned common preparation time.
- G. Mentees shall be provided with a minimum of fifteen (15) days of professional development activities during their first three (3) years of classroom teaching. Such professional development activities will be chosen with concurrence of the Mentor Teacher, Mentee and Administration and be in addition to regularly scheduled District-wide professional development. The Mentor and Mentee will be jointly responsible for recording these professional development days and submitting this recording in compliance with school practice and relevant school law.
- H. Compensation for Mentor Teachers shall be addressed in Article XXIII. In order to receive compensation as a Mentor Teacher under this section, the Mentor Teacher will be expected to spend a minimum of 1 hour per week (average) consulting the assigned Mentee Teacher. A record of all meetings/consultations shall be forwarded to the

building administrator by June 1 of each year. This record shall be submitted along with the Professional Development Record referenced in G.

- I. The Board and Association will both encourage single Mentor-Mentee assignments, and if new multiple mentorship assignments are approved, then compensation will be one-half (1/2) of the rate for the second or subsequent assignment.

#### **ARTICLE VIII- TEACHING LOADS AND ASSIGNMENTS**

- A. The normal classroom teaching load in the senior high school (grades 9-12) will be thirteen (13) teaching blocks and a minimum of two (2) unassigned preparation blocks over each three day period in the school year.

The normal weekly teaching load in the elementary/middle schools (grades K-8) will be a regulation school week, with a minimum of five (5) unassigned preparation periods or their equivalent per week.

Teachers will be given their tentative teaching assignments for the next year no later than June 1 of the previous year.

The administration will endeavor to limit the number of various high school preparations to as few as possible.

When possible, IEP/child study will be scheduled during the teacher's regular work day. IEP/child study lasting after 3:20 p.m. shall be compensated at the rate of \$25 per hour.

- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily for good cause, outside the scope of their teaching certificates or their major or minor field of study. If such a temporary assignment is necessary, the teacher will be given written notification as to the cause and the duration of the assignment.
- C. Teachers who will be affected by a change in grade assignment in the elementary school and by changes in subject assignments in the secondary school will be notified in writing and consulted with by their principal as soon as practicable and prior to July 1. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such a change.
- D. At least one certified teacher shall be out on the playground with the students during all recess activity.
- E. Class advisorships shall not be assigned to a teacher new to this system unless that teacher is assisted by a tenured teacher.

- F. Five (5) representatives of the Board and five (5) representatives of the St. Ignace Education Association will meet at least once annually to recommend the teaching hours of the different subject areas in the secondary schools. This committee will make its determination by June 1 of the preceding year.
- G. The Board agrees that use of supervisors or non-unit personnel will not cause a reduction in assignment of present bargaining unit members from the Schedule A positions.
- H. Any paid (either monetary or comp time earned) extra duty assignments (not covered under Schedule B) will be offered to bargaining unit members first on a rotating basis according to seniority.
  - 1. Members who wish to work extra duty assignments will submit their names to the SEA President or his/her designees by 4:00 p.m. on the first report to work day of the first semester and the last report to work day of the first semester.
  - 2. Members who sign up for extra duty assignments will be numbered according to seniority by the Association President.
  - 3. Participation in any said (either monetary or comp time earned) extra duty assignments will be voluntary and on a semester basis.
  - 4. Extra duty assignments will be offered by the Administration to those members who signed up for extra duty assignments on a seniority rotational basis beginning with the member with the most seniority.

Failure to accept an assignment on rotation will count as the same as accepting the assignment and will then allow the next senior person to accept the assignment for the semester.

**ARTICLE IX - TEACHING CONDITIONS**

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

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall, whenever practicable, be within the following recommendations:

Kindergarten.....	20 pupils
Elementary School Grade.....	25 pupils



Special Education Classes.....as deemed by state guidelines

The recommended class size per teacher in the secondary schools shall be as follows:

Speech.....	20 pupils
English.....	25 pupils
General Education.....	25 pupils
Social Studies.....	25 pupils
Mathematics.....	25 pupils
Science.....	25 pupils
Language.....	25 pupils
Business.....	25 pupils
*Computer Lab/Typing.....	25 pupils
Chemistry .....	24 pupils
Industrial Arts.....	16 pupils
Drafting.....	20 pupils
Vocational Shops.....	16 pupils
Homemaking Labs.....	25 pupils
**Music (except for full band functions)...	25 pupils
Art.....	25 pupils
*** Physical Education.....	35 students
Writing Classes.....	18 pupils

\* Subject to number of stations

\*\*Upon reaching 40 students, an aide shall be provided for that hour.

\*\*\* Upon reaching 35 students an aide shall be provided for that hour if requested by the teacher.

\*\*\*For the purpose of class size, special education students shall be counted as two, and if the actual number exceeds four special education students in any one class, an aide shall be assigned for the time periods when those five or more students are present. This section

pertains to general education classrooms only and only if a special education teacher is not present. Students with only a speech/language IEP and students with an individualized aide are excluded from the calculation in the above language. Multi-age classrooms shall be counted as two separate classes for this calculation.

Upon exceeding the base-line recommended numbers, the class size committee shall explore options to address the problem and make recommendations to the Board.

The first administrative review of class size base-line numbers shall occur by July 15 of each year. A second review of class size base-line numbers shall occur after the first full week of instruction. Such numbers will be sent to the Association President after each review date. Following the second review, if base-line recommended numbers have been exceeded, the class size committee shall be convened within five (5) days (one school work week). The committee shall then have two (2) weeks (10 work days) to make recommendations to be implemented as a relief for the classroom or grade level overloads. Copies of the class size committee's

recommendation shall be given to the Superintendent, Board President, Association President and the classroom teacher(s) involved, prior to submission to the Board for final approval.

Class size committee structure will consist of an administrator, Association Representative designee, all teachers involved, and parents selected by mutual agreement.

- B. (1). The Board recognizes that appropriate texts, library reference facilities; maps and globes; laboratory, shop, audio-visual, athletic, art supplies, band equipment; current periodicals; standard tests and questionnaires; and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will undertake promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonable and properly equipped and maintained.
- (2). The Board recognizes that certain classes need adequate funds for consumable materials and to acquire and maintain durable goods and equipment. Therefore, the Board will provide adequate monies for these classes to be spent as the teacher or the department head deems necessary.
- (3). As a reasonable goal, the district's school rooms will be ready for teachers two (2) weeks before school begins; i.e. all painting, waxing and basic cleaning shall be completed.
- C. The Board of Education agrees to utilize any federal, state, and any other funds available to them and to use the professional advice from the intermediate district consulting services when practicable.
- D. Under no conditions shall a teacher under Schedule A be required to drive a school bus as part of his/her regular assignment.
- E. Tobacco use is banned from all public school buildings at all times. Tobacco use is banned from public school grounds until 6:00 p.m. on school days.
- F. Telephone facilities shall be made available to teachers for their reasonable use.
- G. Work and study space will be available to teachers where no smoking is allowed.
- H. Adequate designated parking facilities shall be available at each building for bargaining unit members.
- I. 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 discipline or discrimination with respect to the professional employment of such teacher.

- J. 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, sex or marital status, or membership or an association with 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, age, sex, color or national origin and to seek to achieve full equality of educational opportunity for all pupils.
- K. Aides will not be assigned to teachers without a consultation between the teacher and the principal.
- L. Compensation for summer school programs shall be part of Schedule B if the program is not an extension of the regular school year program. Teachers with summer school experience in St. Ignace Area Schools during the preceding school year shall be given primary consideration for the succeeding year from summer school employment.
- M. If a teacher is asked to substitute for another teacher during his preparation time, he shall receive period credit for said substitution. This time may be used at the discretion of the teacher subject to administrative approval.

#### **ARTICLE X - VACANCIES, PROMOTIONS, AND TRANSFERS**

- A. Whenever any vacancy shall occur in the district, such information will be publicized throughout the district for the knowledge of all members by written notification to the building principals, the Association president (2 copies) and the building association representatives and provide for appropriate posting in every school building on a designated bulletin board. Such postings shall be dated and witnessed by the SEA building representatives. Should a vacancy occur during summer months, the Board shall notify all teachers by mail with a certified copy sent to the Association President. Notifying teachers by mail means: (1) the notice will be placed in summer checks, or (2) teachers not receiving summer checks will provide self-addressed envelopes for postings. No school year vacancy shall be filled except in case of emergency, on a temporary basis, until such vacancies shall have been posted for at least five (5) school days. Summer postings shall be posted for at least 2 weeks.

A vacancy shall be defined as any position covered by this Agreement, i.e., a position requiring a teaching degree, a position opened by a death, a retirement, a resignation, a transfer.

- B. Any teacher may apply for such vacancy. In filling such position the Board agrees to give the due weight to the professional background and attainments of all applicants and the length of service in the district (seniority). (An applicant with less service in the

system shall not be awarded such position unless the qualifications therefore shall be substantially superior to applicants with greater service). Service in the system for the purpose of this agreement shall mean continuous employment in a school of the district or part-time service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause, except those designated by E, F, and G in Article XVI (16), and Article XV (15).

- C. Unrequested (involuntary) transfers of teachers are to be minimized and avoided whenever possible. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted. Any teacher who shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this agreement prior to such transfer to supervisory or executive status.

## **ARTICLE XI - REDUCTION IN PERSONNEL - LAYOFF AND RECALL PROCEDURE**

It is hereby specifically recognized that the Board has the right, when it is necessary, to reduce the educational program, curriculum, and the staff, and that the procedures set forth in this shall be used in laying off personnel subject to those limitations expressly set forth in the Master Agreement between the Board and the Association.

### **A. LAYOFF PROCEDURE**

In order to promote an orderly reduction in personnel when the educational program, curriculum, and staff is curtailed, the following procedure will be used.

1. Probationary teachers shall be laid off before a tenure teacher if both are certified for the same position. Layoff shall proceed on the basis of performance evaluation, certification and inverse seniority.
2. Tenured teachers in the specific positions being reduced or eliminated shall be laid off on the basis of certification and seniority. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e., seniority is defined to mean of the amount of time an individual is allowed as a certified person within the school district. Thirty (30) calendar days notice must be given before layoff.
  - (a) A full year of teaching shall count the same as any other full year of teaching even if the number of duty days are different.
  - (b) An assignment which starts any time after the first day of the school year shall count as a fractional year of service.
  - (c) Part-time employees shall accrue seniority on a pro-rata basis.
  - (d) No seniority credit shall be given for a period of an assignment as a substitute teacher unless that teacher has substituted in the same classroom for sixty (60)

continuous days, then full seniority credit will be issued for the duration of the substitute assignment.

(e) No seniority credit shall be given to a teacher on approved leave of absence, except those designated by E, F, and G in Article XVI (16).

3. A tenure teacher who is laid off pursuant to this policy has the right to be placed in a teaching position for which he/she is certified and qualified to fill and which is occupied by a teacher with less seniority. For the purposes of this Article qualified shall be defined as:

(a) Currently holding the certificate and education necessary to be considered Highly Qualified for the position in question. In addition, the district has the full authority to establish specific qualifications for any “newly created” position prior to posting or filling any such position, provided the establishment of any such qualifications are made within the regulations of the Highly Qualified Teacher statutes.

(b) When filling a “newly vacated” position in the district, the “HOUSSE” committee will be consulted in establishing any further qualifications for the position, beyond meeting Highly Qualified Status and certification requirements. The teacher may be required to show proof of compliance with the provisions of this Article thirty (30) days prior to the teaching assignment.

(c) Under the layoff-recall procedures, any teacher eligible for recall or transfer must meet the Highly Qualified requirements of the district, and the qualifications established for the “newly vacated” position, as developed above. Contractual procedures that govern layoff and recall shall be consistent with state tenure laws and federal highly qualified laws.

## B. RECALL PROCEDURE

1. Any teacher on layoff shall be recalled in inverse order of layoff provided the teacher is certified and qualified for the vacancy. Notice of recall shall be sent to the employee at the employee's last known address by registered or certified mail. It shall be the employee's responsibility to inform the District of any change in address.
2. The Board will further use its best efforts to assist all teachers terminated by lack of work to secure employment.

## C. INDIVIDUAL CONTRACT

The individual contract, executed between each teacher and the employer, is subject to the terms and conditions of this Agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article, if the individual position is eliminated.

## ARTICLE XII - TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. The work performance of all teachers shall be evaluated in writing. Full year probationary teachers shall be evaluated at least two (2) times during the school year. The two evaluations must be at least sixty (60) days apart and the second shall be completed no later than the first Monday of April of the current year.

Teachers hired at the beginning of the second semester shall receive two evaluations during their first semester of teaching, at least sixty (60) days apart.

Tenured teachers shall be evaluated every other year, no later than the first Monday in May. The written evaluation shall be submitted to the teacher and a copy placed in the teacher's personnel file at those times.

All teachers being evaluated must sign all evaluations. Signature indicates that the teacher has received and reviewed their evaluation. In case of an unfavorable evaluation, or one in which the teacher disagrees, a letter may be filed attached to the evaluation explaining the teacher's position.

- C. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review.
- D. Each teacher shall, at all times, be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof, shall be subject to the professional grievance procedure hereinafter set forth.
- F. If discharge of a teacher (including denial of tenure on a third year of probation or demotion) is to be considered because of inadequacies observed in the teacher's professional work with students, such action must be documented by just cause.
- G. Each probationary teacher must have an Individualized Development Plan (IDP) developed, by the end of the 1st semester of the 1st year of probation.

1. The IDP shall include goals and activities to achieve the goals as well as available assistance to accomplish them.
  2. At least 2 goals shall be included in the IDP; at least one pertaining to classroom management and at least one pertaining to instructional delivery. These goals, and others as deemed appropriate/necessary by the teacher or administrator, shall be recorded in the IDP.
  3. Each evaluation of the probationary teacher shall reference the IDP goals.
  4. IDP goals may and should be adjusted/changed during the probationary period.
  5. It shall be the administrator's duty to initiate and finalize the IDP for each probationary teacher.
  6. The IDP shall be reviewed and signed by the building administrator and the probationary teacher with a copy becoming a part of the teacher's personnel file.
  7. Failure to meet IDP goals will constitute "just cause" for non-renewal of a probationary teacher's employment with the District.
- H. For tenure teachers receiving an unsatisfactory evaluation, a Professional Improvement Plan (IPP) shall be developed for the teacher within 10 school days of receiving such an unsatisfactory evaluation.
1. The PIP shall specify the areas needing improvement that led to the unsatisfactory evaluation, goals and activities that the teacher must complete in order to show improvement, and District support to assist with improvement needed.
  2. This will be reviewed with the teacher receiving the unsatisfactory evaluation with a signed copy becoming a part of the teacher's personnel file.
  3. After an initial unsatisfactory evaluation and development of a PIP, a tenure teacher will be given 30 days to make improvement as documented in the evaluation process. The PIP will be in effect until the unsatisfactory conditions leading to the PIP are eliminated, but in every case, the PIP will be in effect for a minimum of one year.
  4. Failure to make improvements as specified in any PIP will constitute "just cause" for dismissal of a tenure teacher.

Just Cause

1. Two or more observations of the inadequacies by more than one administrator through the observation process described in Article XII in the Agreement.
2. Clear direction that the teacher must improve and the consequences for failure to do so.
3. Thirty (30) working days opportunity for the teacher to make improvements.
4. Personalized assistance during the thirty (30) day period from the administrators and school district resources to help the teacher improve.

### **ARTICLE XIII - PROTECTION OF TEACHERS**

- A. Since the teacher's authority and effectiveness is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline. 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 reasonable steps to relieve the teacher of responsibilities with respect to that pupil and initiate appropriate referrals.
- B. Any case of assault by a student upon a teacher on duty shall be promptly reported to the Board or its designated representative. The Board will provide counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement authorities.
- C. Time lost by a teacher in connection with any complaint within the terms of this agreement and/or school policy shall not be charged against the teacher.
- D. Any complaints directed toward a teacher shall be promptly called to the teacher's attention. Any serious complaint will be submitted to the teacher in writing prior to a conference with parent, teacher, Association representative, and the Administration.

### **ARTICLE XIV - COMPENSATION**

- A. Negotiations shall commence on March 1 of the year in which the contract expires.
- B. The Schedule A is based upon a normal weekly teaching load. For extra duty the teacher shall be entitled to appropriate additional professional compensation.
- C. Teachers will report to work in accordance with the schedule and calendar as agreed upon between the Association and the Board. The Association and the Board shall consult with each other concerning professional development days in order to provide needed and productive inservice training.
- D. The following are legal holidays which shall be observed and for which schools shall be closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving and Christmas.
- E. The Board agrees to make available a bank of at least \$4,000 per year (\$3,000 academics and \$1,000 extra-curricular) to be used by teachers who desire to attend professional conferences.



- F. At the beginning of each school year, the Association shall be credited with sixteen (16) days to permit its officers or members to attend official meetings relating to Association business. If unused, the days do not carry over from one year to the next. Only with the approval of the District shall the number of absences total more than six (6) days for any member. The Association agrees to notify the Board no less than two (2) working days in advance of taking such leave. Leave shall be granted based on the availability of substitute teachers.

## ARTICLE XV – SICK LEAVE

- A. Each teacher shall be allowed full pay for a total of eleven (11) days per year, with unlimited accumulation.

These days shall be used for:

- personal illness
- personal doctor appointments
- illness in the immediate family
- attendance at funerals
- disability

Attendance at funerals outside the immediate family shall be charged to personal leave.

Unused personal leave days may also be accumulated as unused sick days.

Should the member deplete their sick leave and/or personal leave, the member shall apply for leave without pay.

- B. The term immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law and mother-in-law, aunt and uncle of member, brother-in-law and sister-in-law, daughter-in-law and son-in-law, and grandparents of member or spouse. This also includes a dependent living in the immediate household. The term household is interpreted as those who dwell under the same roof and comprise a family or a domestic establishment.
- C. If a teacher is sick four or more consecutive days, the Superintendent may at that time request medical proof of illness at the Board's expense.
- D. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Act, may elect to receive, at the teacher's option, the difference between the allowance under the Worker's Compensation Act and his/her regular salary by using accumulated sick leave. Fringe benefits shall continue while employee is covered under Worker's Compensation for six (6) months or to the end of the contract year, whichever is greater. The employee will then have the option to continue to pay the group rate premium for as long as the insurance company allows.

- E. Every teacher is eligible to borrow from the sick bank when all of his/her paid leave days (sick and personal) are depleted to 3 or less days. Reasons for use of the sick bank are limited to his/her own personal illness or disability, or that of his/her spouse or child. Use of sick bank shall require a minimum of 3 consecutive or reoccurring illness days of absence before the sick bank leave can be requested.
1. No additional days will be added to the sick bank if, by June 30 of any one year, the bank contains eighty (80) or more days.
  2. Every teacher is eligible to borrow from the sick bank when all of his/her paid leave days (sick and personal) are depleted to 3 or less days. Reasons for use of the sick bank are limited to his/her own personal illness or disability, or that of his/her spouse or child. Use of sick bank shall require a minimum of 3 consecutive or reoccurring illness days of absence before the sick bank leave can be requested.
  3. This sick leave bank can only be utilized to qualify the teacher for STD, LTD, Worker's Compensation, or to recover from a personal illness.
  4. Teachers who use this sick bank are limited to a maximum of 90 work days within any consecutive 10 year period.
  5. Funeral leave shall not be drawn from the sick bank.
  6. Upon borrowing days from the sick bank, the teacher is obligated to pay these sick days back to the bank at a rate of three (3) days per year above the day each member pays each year.
  7. All sick days borrowed from the sick bank over and above ten (10) days shall require a statement from a physician or psychiatrist who is mutually acceptable to the Board and the Association.
  8. In emergency cases where the sick bank is depleted during the school year, the Association shall have the authority to assess the teachers the needed days to replenish the bank on a matching basis with the Board.
  9. If, upon retirement, a person owes days to the sick bank, this debt shall be cancelled. If upon leaving the St. Ignace Area School system a person owes days to the sick bank, these days shall be taken from his/her accumulated sick leave to the extent he/she borrowed and the remainder, if any, shall be cancelled.
  10. The sick leave bank shall be administered by a committee of four (4) persons: two (2) persons appointed by the Superintendent of Schools and two (2) persons appointed by the Association President.
  11. Teachers shall make application in written form to the committee.
  12. All requests for use of days from the sick leave bank are subject to the approval of the committee.

#### **ARTICLE XVI - LEAVES OF ABSENCE**

- A. Upon written request of the Board, any teacher whose personal illness or disability extends beyond the period compensated under Article XV shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness or disability. In order to provide continuity of instruction, an employee may return from leave at the beginning of either semester during a school year. If a teacher intends to return at the beginning of second semester from leave, the teacher must notify

the Board prior to December 15 of the affected school year. If a teacher intends to return at the beginning of the school year from leave, the teacher must notify

the Board by March 15 of the school year prior to the year he/she wishes to return. If a leave exceeds two years, the teacher may return when a vacancy occurs for which the teacher is qualified, provided that the Board is notified prior to March 15 of the school year prior to the year he/she wishes to return.

B. Leaves of absence with pay, notice being given as far in advance as possible, shall be granted for the following reasons:

1. Attendance at a ceremony awarding a degree to the staff member (for such portion of the day as is necessary).
2. One day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife if substitutes are available.
3. A maximum of four (4) days per school year shall be allowed for the conduct of personal affairs. Unused days may be cumulative to be capped at eight (8) days. The use of these days will be limited to two (2) at a time. The building principal must be notified by the close of the school day prior to the day desired. However, exceptions may be granted in an emergency, or by administrative approval. The use of personal leave days on days that school wide professional development is scheduled is discouraged. Teachers that miss two (2) or more school professional development days will meet with administration to discuss the reasons related to missing professional development.
4. Absence when a teacher is called for jury service. Compensation will equal the regular rate.
5. Court appearance as a witness in any case connected with the Teacher's employment or the school or whenever a teacher is subpoenaed to attend legal proceedings. Compensation will equal the regular rate.
6. Time necessary to take the selective service physical exam.

C. One year leave of absence with Board approval, without pay, shall be granted upon application for the following purposes:

1. Study related to the teacher's certified field.
2. Study to meet eligibility requirements for a certificate other than that held by the teacher.
3. Study, research, or special teaching assignment involving probable advantage to the school system.

The regular salary increment occurring during such period shall be allowed.

D. Child Care Leave:

1. Child care leave shall be available to all teachers.
2. Maximum leave will be three years.
3. If a leave exceeds one year, the teacher may return when a vacancy occurs for which the teacher is qualified, provided that the Board is notified prior to March 15. If the vacancy is posted after March 1, the teacher on leave shall be informed of the vacancy by registered mail and shall have fourteen (14) days to accept the position.

E. Leave of absence without pay will be granted for up to three years to any teacher who joins the Peace Corps as a full-time participant in an educational program. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Article XXII, of Schedule A of this Agreement.

F. Sabbatical Leave:

1. The sabbatical leave policy is designed to provide an opportunity for those teachers who have been employed for seven (7) or more years in the St. Ignace School District to engage in professionally related experience having a major focus on self-improvement.
2. Applications shall be filed with the office of the Superintendent by March 1 for leave beginning the following September. For leave beginning the second (2nd) semester, applications shall be filed by October 1. Applications requesting sabbatical leave commencing in September shall be notified by May 1 as to the status of their application. Applicants requesting leave commencing the second (2nd) semester shall be notified by December 1 as to the status of their application. Applicants for sabbatical leave shall include with their application forms an outlined plan for the period requested for sabbatical leave.
3. An approved sabbatical leave of absence may carry an allowance of up to one-half (1/2) contractual salary for the duration of the leave, subject to such deductions as are required by law, board regulation, or teacher election. A teacher granted such leave shall advance on the salary schedule as if he/she had been working in the district.
4. A teacher on sabbatical leave shall be considered to be in the employ of the school district and shall have a contract. Insurance benefits as set forth in this contract shall be provided teachers on sabbatical leave on a prorated basis consistent with the percentage of salary received. Teachers on sabbatical leave shall be entitled to participate in any and all benefits that may be provided other contracted teachers by the Board.
5. A teacher returning from sabbatical leave shall be restored to his/her former teaching position. Vacancies created by sabbatical leave shall be filled on a temporary basis.

6. Sabbatical Committee

All applicants for sabbatical leave shall be reviewed by a committee composed of six (6) members. Three (3) members shall be appointed by the Association and three (3) members by the Superintendent. The committee shall consider the following criteria:

- a. Applicant's length of service in the district
- b. Merit of the applicant's proposed program

The committee shall send its affirmative recommendations to the Superintendent. The Superintendent shall send his/her recommendations, attached to the committee recommendations, to the Board for consideration.

7. Any teacher receiving a sabbatical leave shall sign an agreement to return to the school district for at least one (1) year following the leave or reimburse all salary paid by the Board while on leave.
- G. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given a one-year leave of absence without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.
- H. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed service. He/she shall advance one step on the salary schedule for each year of service upon return to teaching in this district.
- I. The Board shall grant leaves of absence without pay to any teacher to campaign for or serve in public office.
- J. Upon return from any leave, a teacher shall be restored to his/her former position or to a position of a like nature and status, provided notice of return is given to the Board by March 15 of the school year prior to the year he/she wishes to return.

#### **ARTICLE XVII - PROFESSIONAL GRIEVANCE PROCEDURE**

- A. Any teacher, group of teachers, or the Association who believe that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any existing rule, order, or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. The Board will designate its representatives for such purpose.

- B. Definitions: (a) A GRIEVANCE is a claim based upon an event or conditions which affect the conditions or circumstances related to school operation, allegedly caused by misinterpretation or inequitable application of established law, policy, or the terms of this agreement. (b) The term TEACHER includes any individual or group who is covered by this contract. (c) 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. (d) The term DAYS when used in this section shall, except where otherwise indicated, mean working school days.
- C. In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative. This discussion must occur within 10 days of the violation, misinterpretation or misapplication, or within 10 days of the discovery thereof.
- D. If, as a result of the informal discussion with the building principal, a grievance still exists, the teacher may invoke the formal grievance procedure through the Association on a form provided by the Association representative. A copy of the grievance form shall be delivered to the principal within 10 days of the date of the prior meeting. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him/her.
- E. Within five (5) days of receipt of the grievance, the principal (superintendent) shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance within five (5) days of such meeting and shall furnish a copy thereof to the Association.
- F. If the local Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) days of such meeting (or ten (10) days from date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent. Within ten (10) days, the Superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.  
If the grievance is not resolved at the Superintendent level within 10 days it should be presented to the Problem Solving Committee, for recommendations for resolution. If the committee does not meet within 10 days, this step shall be skipped.
- G. If the local Association is not satisfied with the disposition of the grievance in Section F, the Association representative shall file the grievance in writing with the Board within five (5) days after the decision from Section F. The Board shall render a decision within five (5) days of receipt of the grievance or no later than the date of next regularly scheduled board meeting.

H. If the local association is not satisfied with the decision in Section G, he/she shall within ten (10) days of the Board's decision notify the Superintendent of his/her dissatisfaction and request to go to arbitration. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in a court of competent jurisdiction.

A copy of this decision shall be forwarded to the Superintendent for permanent filing. Copies, also, will be given to the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

I. The fees and expenses of the arbitrator shall be shared equally by the parties.

J. If the probationary, tenure teacher, or bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his/her contract, he/she shall be reinstated with full reimbursement of all professional compensation lost. If any teacher or bargaining unit member shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to the teacher and his/her record cleansed of any reference to this action minus any wages received during this period in lieu of the assigned activity.

K. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

L. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

M. It shall be the general practice of all parties to process grievance procedures during times which do not interfere with the assignment of duties; provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a member participating in any level of the grievance procedure with any representative of the Board including arbitration proceedings, shall be released from assigned duties without loss of salary.

N. Any failure by the SEA to follow the approved timeline shall declare the grievance null and void and no grievance over that occurrence shall be permitted.

O. Any failure by either administration or Board of Education to follow the approved timeline will result in the grievance resolution being settled in the Association's favor, providing requested relief is within the contract parameters.

## ARTICLE XVIII - STUDY COMMITTEES

Study committees, particularly regarding matters concerning curriculum and materials, should be established. The clerical expenses of such committee representatives shall be borne by the Board. Representatives on such committees shall be excused from the performance of other work, up to five (5) hours per week, for the purpose of serving on such committees.

## ARTICLE XIX - NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement, or those covered by this Agreement and of common concern, shall be subject to professional negotiations during the period of this Agreement upon written notice to the other party within thirty (30) days. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. By March 1, the parties will begin negotiations for a new agreement covering hours, wages, terms, conditions of employment and shall continue negotiating on a regular basis.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from inside 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 pledge 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.
- D. Impasse

If the parties fail to reach an agreement in any such negotiations, either party may evoke the mediation machinery of the Michigan Employment Relations Commission, or take any other lawful measure it may deem appropriate. The end result of the mediation machinery will be fact finding, subject to the following restrictions:

1. Negotiations impasse will occur only after both parties have designated a proposal as their Last Best Offer, said designation to be in writing.
2. The selection of the fact finder will be by mutual consent. If mutual consent cannot be reached, then the State will appoint the fact finder. The fact finder shall have the power to select (1) the total last offer by the Board, (2) the total last offer by the Association, or (3) a compromise between the two last best offers.



3. The parties agree that all cost incurred during this process of securing the services of the fact finder shall be shared equally by the Board and the St. Ignace Education Association.
  4. It is expressly understood that the fact finder's recommendations are not binding on either party.
- F. The Association and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers and members shall not authorize, instigate, cause, encourage, aid, ratify or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in this school system.

## ARTICLE XX – INSURANCE BENEFITS

The Board agrees to provide SEA members MESSA Choices II Health Insurance with \$5/10 Rx, 66.67% LTD, VSP3, Delta Dental and \$50,000 life insurance for the school years 2008-09.

For the duration of this contract the Board will pay up to 6% yearly increases in the cost of insurance benefits. Increases that go beyond 6% will be split evenly between the employer and the employees.

### INSURANCE BENEFITS:

Major Medical	MESSA Choices II - \$5/10 RX Preventive Care Rider
Long Term Disability	66 2/3% of Max Eligible Salary Max Monthly Benefit \$5,000 Max Monthly Salary \$7,500 90 Calendar Days Modified Fill Mental/Nervous – 2 yrs Alcohol/Drug – 2 yrs 5% minimum payout pre-existing limits waived family social security offset
Life Insurance	\$50,000
AD & D	\$50,000
Vision	VSP 3
Dental	100/90/90: \$1,500 annual max 90: \$3,000 lifetime max Two cleanings per year – no adult ortho
<u>Plan B -- for those not electing health</u>	
LTD	same as above

Life Insurance	same as above
AD & D	same as above
Vision	same as above
Dental	same as above

C. Employees not electing health insurance shall receive a \$300/month annuity.

#### **ARTICLE XXI - SCHOOL PROBLEMS EVALUATION COMMITTEE**

It will be recommended to the Board, by the Board's Negotiation team, that the formation of a committee composed of three (3) members of the Board, four (4) members of the teaching staff, and the Superintendent meet as needed to discuss mutual concerns of both parties associated with St. Ignace Area Schools be adopted as Board policy. It is further understood that these meetings will be limited to four (4) times annually.

**ARTICLE XXII - SALARY SCHEDULE – St. Ignace**

**SCHEDULE A**

**2008-2009 1.55% over 2007-2008**

<b>STEP</b>	<b>BA</b>	<b>BA/PERM/CONT</b>	<b>MA</b>	<b>MA+15</b>
1	30,503	31,350	34,231	35,289
2	32,319	33,163	36,075	37,102
3	34,134	34,978	37,887	38,915
4	35,945	36,791	39,701	40,731
5	37,758	38,606	41,516	42,543
6	39,578	40,420	43,330	44,356
7	41,388	42,234	45,144	46,170
8		44,047	46,959	47,986
9		45,863	48,775	49,798
10		47,674	50,585	51,614
11		49,492	52,402	53,426
12-13		51,940	54,493	55,877
14-19		53,027	55,939	56,962
20		54,480	57,390	58,418

Employees on or above step 25 shall receive an additional \$500 over step 20.

**2009-2010 1.55% over 2008-2009**

<b>STEP</b>	<b>BA</b>	<b>BA/PERM/CONT</b>	<b>MA</b>	<b>MA+15</b>
1	30,976	31,836	34,762	35,836
2	32,820	33,677	36,634	37,677
3	34,663	35,520	38,474	39,518
4	36,502	37,361	40,316	41,362
5	38,343	39,204	42,159	43,202
6	40,189	41,047	44,002	45,044
7	42,030	42,889	45,844	46,886
8		44,730	47,687	48,730
9		46,574	49,531	50,570
10		48,413	51,369	52,414
11		50,259	53,214	54,254
12-13		52,745	55,338	56,743
14-19		53,849	56,806	57,845
20		55,324	58,280	59,323

Employees on or above step 25 shall receive an additional \$500 over step 20

**2010-2011 1.55% over 2009-2010**

<b>STEP</b>	<b>BA</b>	<b>BA/PERM/CONT</b>	<b>MA</b>	<b>MA+15</b>
1	31,456	32,329	35,301	36,391
2	33,329	34,199	37,202	38,261
3	35,200	36,071	39,070	40,131
4	37,068	39,940	40,941	42,003
5	39,937	39,812	42,812	43,872
6	40,812	41,683	44,684	45,742
7	42,681	43,554	46,555	47,613
8		45,423	48,426	49,485
9		47,296	50,299	51,354
10		49,163	52,165	53,226
11		51,038	54,039	55,095
12-13		53,563	56,196	57,623
14-19		54,684	57,686	58,742
20		56,182	59,183	60,243

Employees on or above step 25 shall receive an additional \$500 over step 20

**2011 - 2012 1.55% over 2010 - 2011**

<b>Step</b>	<b>BA</b>	<b>BA/PERM/CONT</b>	<b>MA</b>	<b>MA+15</b>
1	31,944	32,830	35,848	36,955
2	33,846	34,729	37,779	38,854
3	35,746	36,630	39,676	40,753
4	37,643	38,528	41,576	42,654
5	39,541	40,429	43,476	44,552
6	41,445	42,329	45,377	46,451
7	43,343	44,229	47,277	48,351
8		46,127	49,177	50,252
9		48,029	51,079	52,150
10		49,925	52,974	54,051
11		51,829	54,877	55,949
12-13		54,393	57,067	58,516
14-19		55,532	58,580	59,653
20		57,053	60,100	61,177

Employees on or above step 25 shall receive an additional \$500 over step 20

2. The local school district may allow five years service credit for salary purposes if this service is in the area of certification. It is understood that the Board may grant more than five (5) years credit at its discretion, but the credit will be given only if earned in the area of certification. This may include military and Peace Corps service.
3. Increment becomes effective September 1 of each year and advancement under the salary schedule shall be automatic as of September following completion of required academic or professional courses. Salary adjustments into a higher salary schedule for advanced training must be requested by the teacher, in writing, and accompanied with an official transcript of the completed required academic or professional courses, on or before October 1, in order to receive a salary credit for the year.
4. In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following further sum: (items in percents to be based on the years of experience in that said position with the St. Ignace Area School system). New teachers coming into the system can have up to five (5) years experience in their extra-curricular activities.
  - A. Teacher's summer work when approved in writing by the Superintendent for work beyond normal preparation, etc. pro-rated on teacher's base salary.
  - B. The salary schedule for extra-curricular activities (Schedule B) has been agreed to be based upon the Board's indication that criterion has been utilized in determining said schedule reflecting a single-rated pay existing for teachers doing similar jobs requiring equal effort, time, and responsibility.
  - C. In the event that a teacher initiates any suit or action against the Board concerning the salary for extra-curricular activities, the Board shall hold the Association not liable for any damages which may be assessed against the Board for said suit or action.
5. Half-time teaching at the High School means three (3) teaching periods plus one (1) work period, based on an eight (8) period schedule. Periods taught beyond three (3) will be paid on a pro-rated basis.
6. The Board shall pay the teacher retirement rate as established by the State. Those teachers with Member Investment Plan (MIP) coverage shall continue to pay their MIP portion.
7. The Board agrees to pay one-hundred (100%) percent of the tuition cost per hour of credit for teachers required by the Board to take additional course work to qualify for a new position created by additions to the curriculum. In order to qualify for this

reimbursement, the teacher shall have prior written approval from the Superintendent and verified by the Association designee requesting that he/she enroll in a particular class or classes.

8. The Board agrees to pay fifty percent (50%) of tuition costs for all graduate credits earned by bargaining unit members provided that written approval is granted by the Superintendent. The Superintendent will consider the following when reviewing requests for tuition reimbursement: coursework that is curriculum based; coursework that is related to the teaching assignment; coursework that will benefit the district; coursework that will broaden the teacher's knowledge. The member must make written application. In order to receive reimbursement the employee must provide receipts and proof of successful completion of the course(s).
9. The Board of Education agrees to reimburse tenured bargaining unit members the cost needed to take the MTTC test provided the following conditions have been met: passage of the MTTC test will result in the teacher gaining Highly Qualified status as determined by federal law and the teacher passes the test.

### **ARTICLE XXIII - EXTRA CURRICULAR**

The Board reserves the right to fill or not to fill positions as deemed appropriate. The importance of having school staff involved in extra-curricular activities is recognized by the Board. This preference will be utilized in the hiring process, yet the Board reserves the right to hire the best qualified individual for each position.

All Schedule B positions are non-tenured and are annual appointments. A maximum number of positions for each line item on Schedule B is listed.

All postings will be for a duration of at least ten (10) days prior to being filled except in the case of an emergency.

If a member presently holds an extra-curricular position, receives a satisfactory evaluation, and wishes to remain in that position, this position will not be posted. In the absence of an evaluation, a satisfactory evaluation is assumed. Notification of dissatisfaction will be given within thirty (30) days of the conclusion of the employee's duties in that assignment for that school year.

### **SCHEDULE B - EXTRA-CURRICULAR**

BASED ON B.A. SALARY SCHEDULE AT THE BEGINNING OF THE CURRENT SCHOOL YEAR. (After 5 years move to BA Perm/Continuing lane). EMPLOYEES HIRED AFTER SEPTEMBER 1, 1999 SHALL BE LIMITED TO A MAXIMUM OF STEP 7.

MAX. NUMBER OF POSITIONS

Athletic Director (Grades 7 - 12)*	15%	1
Head Varsity Football Coach*	13.5%	1
Senior High Ass't Football Coach*	9.5%	2
J.V. Football Coach	9.5%	2
Head Varsity Basketball Coach*	13.5%	1M/1F
J.V. Basketball Coach	9.5%	1M/1F
Freshman Basketball Coach	7.5%	1M/1F
Jr. High Basketball Coach	4%	2M/2F
Elementary Basketball Coach	2%	1M/1F
Varsity Baseball Coach	8.5%	
Varsity Softball Coach	8.5%	
Track Coach*	8.5%	1M/1F
Ass't Track Coach	5%	1
Jr. High Track Coach	3%	1M/1F
Cross Country Coach	4 %	1
Golf Coach	4 %	1
Varsity Volleyball Coach*	8.5%	1
Junior Varsity Volleyball Coach	6%	1
Junior High Volleyball Coach	2%	2
Freshmen Volleyball Coach	5%	1
Varsity Wrestling Coach*	8.5%	1
Ass't Wrestling Coach	5%	1
Jr. High Wrestling Coach	2%	1
Varsity Cheerleading/Football*	3.5%	1
Varsity Cheerleading/Basketball*	3.5%	1
Jr. Varsity Cheerleading/Football	2.5%	1
Jr. Varsity Cheerleading/Basketball	2.5%	1
Band Director	12%	1
Auto Show Parade	\$100	
4th of July Parade	\$100	
Summer Work (per hour)	\$15 with prior approval	
Mentor Teacher	\$750 - \$500 - \$375*	
Quiz Bowl Coach	Summer school rate – Schedule B	

**\*payment made semi-annually (last pay of first semester; last pay of second semester)**

Yearbook Advisor - no yearbook class	5%	1
Yearbook Advisor - with yearbook class	2.5%	1
High School Student Council Advisor	3.5%	1
Mid School Student Council Advisor	1.5%	1
Senior Class Advisor	2.5%	2
Junior Class Advisor	2.5%	2
Sophomore Class Advisor	1.5%	2
Freshman Class Advisor	1.5%	2

Dramatics (per production)	4%	(up to 3 productions)	
Driver Education	\$14	per hour	
Teacher subbing for principal, upon written request	\$25	full day	1
Vocal Music Program Coordinator	2.5%		1
H.S. Musical Piano Accompanist	2%		1
Computer Coordinator	5%		1
Elementary Coordinator (per day)	\$25		
Summer School (per hour)	\$25		

All of the above percentages include pre-season.

Compensation for extra-curricular obligations not identified above shall be agreed to between the Board and Association.

#### Post Season Athletic Competition

Those individuals holding positions asterisked above will be compensated at .5% per week for advancing beyond the following levels:

<u>Sport</u>	<u>Level</u>
Football	regular season
Basketball	district level
Track	regional level
Volleyball	district level
Wrestling	team district level
Football Cheerleading	regular season
Basketball Cheerleading	district level
Athletic Director	football & basketball apply

### **ARTICLE XXIV - RETIREMENT AND TERMINAL LEAVE**

- A. To be eligible, a person must have a combined service and age of eighty (80) points, service to be defined as all service accepted by the State Retirement Board.
- B. Early retirement payment is to be calculated on the basis of Two Hundred (\$200) dollars annually for each year served in the St. Ignace Area Schools as a member or administrator up to a maximum of thirty (30) years. Payments will be made by deposit as a "non-elective" employer contribution under section 403(b)(3) of the Internal Revenue Code to a tax deferred plan of the employee as established by the employee. In the case of death after the employee has begun his/her retirement, payment shall be issued in the same manner to the heirs or beneficiaries of the 403(b) contract.
- C. Said payment is to be made for five (5) years or to age sixty-five (65).
- D. An applicant must finalize retirement in writing no later than July 1 of the retiring year.



- E. An applicant must provide proof of eligibility to apply
- F. Applicants who apply after the closing date for the current year will become eligible on July 1<sup>st</sup> of the succeeding year.
- G. Recipients shall receive the “non-elective” employer contribution to their 403(b) plan annually by July 25 for each year of eligibility.
- H. If teachers wish to retire/resign from employment with the St. Ignace Area Schools, the Board agrees to purchase up to 5 years of universal service credit in the MPSERS on behalf of the employee beginning the 2000-2001 school year. The following schedule will be in effect:

<u>Number of years of credit</u>	<u>Number of years purchased</u>
25	5
26	4
27	3
28	2
29	1
30 and above	0

The following conditions must also be met:

- 10 years minimum employment with St. Ignace Area Schools.
- If the employee is not eligible to purchase the number of years listed above, only the amount of years eligible to be purchased will be purchased by the Board.
- The employee must notify the Board in writing no later than March 15 of the year in which this option is to be in effect. The employee’s decision may be revoked until March 31 of that year. After March 31, the employee’s decision will be irrevocable.

**ARTICLE XXV - SCHOOL IMPROVEMENT PLANS**

The provisions contained in this Article shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA.

- A. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.
- B. Any provision(s) of a SIP or applications thereof affecting the wages, hours, and/or other terms and conditions of employment, or the impact of any wages, hours, and/or other terms and conditions of employment on the bargaining unit member must have the written approval of the Association prior to being adopted and/or implemented.

- C. The conditions which follow shall govern bargaining unit member participation in any and all plans, programs or projects included in the term SIP.
1. Participation by the bargaining unit member is voluntary.
  2. Participation or non-participation shall not be used as a criterion for evaluation, discipline, or discharge.
- D. Site SIP Committees (SSIPC): The bargaining unit members at each site shall determine their participation in said SSIPC. Each SSIPC shall include the site administrator and at least fifty percent (50%) of each SSIPC will be composed of teachers, of which at least one (1) shall be an association member. Should parents of students, students, and other district residents become a part of said SSIPC, they shall be selected by mutual agreement between the District and the Association. Committee decisions will be by consensus.
- E. District-Wide SIP Committee (DWSIPC): There shall be a DWSIPC composed of up to six (6) designees named by the Association, and up to an equal number of administrators including the Superintendent. When DWSIPC meetings are cancelled by the administration, the DWSIPC members shall be compensated for one hour at their regular rate of pay, unless the meeting is cancelled because of school cancellation or by decision of the DWSIPC not to meet. Should parents of students and other district residents become a part of said committee, they shall be selected by mutual agreement between the District and the Association. Committee decisions will be by consensus.
- F. If DWSIPC meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of pay to attend the meetings. If DWSIPC meetings or activities are scheduled beyond an employee's regular work day and/or year, the employee shall be paid at his/her regular rate of pay for all time spent beyond the regular work day and/or year from such funds as received by the District for School Improvement Planning and Implementation. Attendance at subcommittee meetings and other activities of the DWSIPC is not eligible for compensation.
- G. Copies of all site level SIP reports, minutes, and recommendations shall be provided to the Association president and the DWSIPC by the SSIPC chairperson.
- H. The DWSIPC shall approve any training provided with regard to SIP.
- I. SIP committees shall not address wages, fringe benefits, individual teacher performance, and contract grievances.
- J. The Board and/or Administration will notify the Association as soon as possible of any intent to develop, explore, or begin a SIP.
- K. Site-Based Decision Making (SBDM):

1. Site-based decision making is the process by which the teachers and administrators at the work site jointly make recommendations affecting their educational environment. Recommendations made by the SBDM committee shall not violate the Agreement and will be approved by the Association and Board prior to implementation.
2. Although participation on a SBDM committee is voluntary, the administration and Association will ensure at least minimum participation.
3. The SBDM committee will be composed of only employees of the Board. Non-employee consultants may be used with the consent of the committee. Committee decisions will be by consensus. The chairperson of the committee will be selected by the committee.
4. Committee decisions that require a deviation from the Agreement will be permitted only after a properly executed Letter of Agreement between the Association and Board.

## **ARTICLE XXVI - TWO WAY INTERACTIVE TELEVISION**

### **A. Addenda:**

1. This agreement which is part of the local agreement hereinafter referred to as the TIDSS ADDENDA is entered into this 1st day of September 1993, by and between the MEA/NEA and its respective local unit and the St. Ignace Area Schools.
2. The Two-Way Interactive Delivery System for Schools (TIDSS) is an electronic networking system that provides an alternative instructional delivery system for use of the constituent school districts comprising the EUPISD and LSSU. As such, the system is in effect an "educational utility system" operated cooperatively by constituent school districts.
3. Each of the districts participating in the project are individual and autonomous districts each with its own local bargaining unit and local collective bargaining agreement. It is evident that any employer - employee relationship remains with each constituent district and local bargaining unit.
4. The contract language that follows is to be an addenda to each contract in the EUPISD. In order for this addenda to be in effect in any school district, it must be approved by the Board of Education for that district and its respective local association. Areas not covered by the addenda shall be governed by the terms of the local collective bargaining agreement of each constituent.

5. During the life of this Agreement, any party offering K-12 credit courses over the TIDSS System during the regular school day shall ratify the TIDSS ADDENDA. "Regular school day" shall be defined as the daytime K-12 teacher workday of each local constituent school district as determined by its local collective bargaining agreement.

## B. DEFINITIONS

1. "Telecommunications" or "Telecommunications Classes" shall be defined as the teaching of students via a two-way interactive television system know as Two-Way Interactive Delivery System for schools (TIDSS).
2. "Originating Site District" shall be defined as the location/designation in which the responsible teacher is located and wherein the Telecommunication Class is being taught.
3. "Remote Site District" shall be defined as the location/designation where class instruction is being received via television.
4. "TIDSS," and educational utility, shall be defined as Two-Way Interactive Delivery System for Schools.

## C. RESPONSIBILITIES OF ORIGINATING AND REMOTE SITE DISTRICTS

1. The originating site shall be responsible for the course content, material selection, instruction, testing and evaluation of students at the originating site district and at all remote site districts.
2. Behavior or discipline and supervision of students at remote sites shall be the responsibility of the remote site district. If teachers are regularly assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other supervisory assignment. No teacher will be (regularly) assigned to supervise remote site students during the teacher's preparation period.

## D. WORKING CONDITIONS

1. **Class Size:** The parties mutually agree that the purpose of EUPISD TIDSS is to provide quality, cooperative academic programming in order to enrich education opportunities for students. Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class size, including students at the originating site district and those at remote sites, shall not exceed twenty-five (25 students per teacher, per class hour.)

## 2. CLASS PREPARATION

A. A teacher assigned to teach via TIDSS, shall have a maximum number of three class preparations including the telecommunications class. However, if it is necessary to exceed the maximum number of preparations one of the following two options may be implemented.

(1). One additional preparation period

(2). A stipend of \$500 per semester

B. Originating sites agree that for a teacher acting as a presenter of a telecommunications class (during the regular school day), the telecommunications course taught shall count as one (1) preparation as reflected on the daily teaching schedule.

## 3. CLASSES OUTSIDE THE NORMAL SCHOOL DAY/SCHOOL YEAR

Teachers who are full time employees presenting telecommunications classes which are scheduled outside the normal school day, shall be compensated at the community school rate for classes taught in the local district.

## 4. EQUIPMENT

Each TIDSS participating district shall be responsible for the repair and maintenance of telecommunications classroom equipment at their site(s). Teachers are responsible for reporting malfunctioning equipment to their immediate supervisors.

## 5. TRAINING

1. Initial and on-going training in using telecommunications as an alternative educational delivery system shall be made available to teachers who will be presenting telecommunications classes. Telecommunications teachers participating in training outside of the normal school day/school year shall be compensated at the rate of .0007 times the average BA Base for EUPISD K-12 bargaining units, per hour, for such training.

## 6. TEACHER EVALUATION

1. The evaluation of teachers of telecommunications courses shall be specifically subject to the evaluation process contained in the local collective bargaining agreement of the originating site district. All evaluations/observations shall require the physical presence of the evaluator. No observation for the purposes of evaluation shall be done or conducted by electronic means.

## 7. MILEAGE

1. Originating site district teachers who, from time to time, may be required to use their personal automobile to travel between sites or to training or to other

meetings regarding TIDSS shall be reimbursed at the rate set by the district for all mileage paid for privately owned vehicles.

#### E. JOB SECURITY

1. The intent and purpose of the TIDSS PROJECT is to provide a vehicle for the cooperative offering and sharing of educational opportunities among the districts ratifying this document and to provide educational resources to the students of these districts in a cost-effective and efficient manner.
2. It is not the intent and purpose of the TIDSS PROJECT to reduce the total number of bargaining unit members employed or the hours worked as a result of the implementation and use of telecommunications via TIDSS. Local reduction in personnel language shall prevail if staff reductions are necessary.
3. It is specifically understood that any local school district teacher presenting a K-12 telecommunications class during the day shall be a member of the bargaining unit. Bargaining unit members as used in this agreement shall be defined as those employees of a district organized under the Public Act 379.

#### F. SCHEDULING AND ASSIGNMENTS

1. The TIDSS Program Committee shall develop processes, procedures and recommendations for the annual determination of course offerings and the designation of originating and remote site district locations. The TIDSS Governance Committee shall make the final determination of course offerings, and site locations on or before June 1 of each year.
2. On or before June 15 of each year, (December 15 for second semester courses) the employer will post, in each building, a list of classes to be provided via two-way instructional television during the following school year. The list will indicate, with respect to each class, the districts that will be receiving same. The list will also identify the number and type of positions required to provide the classes listed. The MEA office will be sent a copy of each posting.
3. Teachers shall make their interest in teaching such classes known by sending notification of same to the Superintendent or designee in their school district.
4. Assignments to telecommunications courses shall be made on a yearly or semester basis and shall be by mutual agreement of the employee and the originating site district. Such positions shall be filled on the basis of 1) certification in the subject area, 2) demonstrated ability to use the system, 3) seniority, and 4) employed by the originating site district.

5. Breaking Ties:

Should seniority ties occur between individuals bidding on telecommunications classes, such ties shall be broken and the assignment awarded on the basis of a random draw.

G. BROADCAST AND REBROADCAST CONDITIONS

In accepting any assignment to teach a telecommunications course, the teacher assigned agrees to and acknowledges the following.

1. A telecommunications class may be televised for demonstration purposes by mutual consent of the teacher and the originating site district. Videotapes of telecommunications classes may be used for other purposes by mutual consent of the teacher and the originating site district.
2. Videotapes of a telecommunications class may be used for makeup work for all students currently enrolled in that telecommunications class.
3. Videotapes of telecommunications classes are the property of the originating site district.
4. All instructional presentations broadcast of TIDSS, which teachers are paid to create and produce, may be copyrighted by, and are the sole property of, the designated originating site district.

H. ADDENDA REVIEW PROCEDURE

1. It is agreed that representatives of the TIDSS Governance Committee and the employee designated team will meet annually on or before March 1 for the purposes of reviewing and if necessary, modifying the TIDSS ADDENDA.
2. Inasmuch as the implementation and use of instruction by two-way interactive television in general and TIDSS specifically is developmental, the parties agree that it may be necessary to meet from time to time, in order to resolve issues that were not contemplated or addressed in this addenda and shall be subject to the approval process as outlined in Section 1.E. of the TIDSS ADDENDA.
3. Either the Association or the EUPISD may initiate interim dialogue regarding the ADDENDA by mutual consent that such is desired.

I. GRIEVANCE PROCEDURE

Local grievance mechanism will be used.

## J. COURIER SERVICES

The Eastern Upper Peninsula ISD Delivery may be used to provide regular courier service for the purpose of transporting documents, homework, classwork, tests and materials between the various originating and remote site districts.

## ARTICLE XXVII - LEAST RESTRICTIVE ENVIRONMENT

The Board and the Association acknowledge that the policy of least restrictive environment is legally mandated and intended in the best educational interest of the student. Accordingly, the parties also recognize that the extent to which any individual student who would fit legal requirements which would involve the use of an Individual Educational Planning Committee (IEPC) for placement in the regular classroom must be appropriate to the student's unique needs as determined by an IEPC on an individual basis. For the purpose of this section, such students shall be referred to as "mainstreamed students".

A. Any member who has a reasonable basis to believe that a mainstreamed student assigned to that member has a current IEPC report that is not meeting the student's unique needs as required by law should promptly notify the administration.

B. Recognizing periodic changes in student status and enrollment subsequent to the start of the school year, to the extent possible, mainstreamed students will be assigned in equitable numbers across general education grade levels within the junior and senior high school. This section will not apply in the event the teacher volunteers to take additional mainstreamed students.

C. The following conditions shall apply to placement of mainstreamed students in general education classrooms:

1. Any member who will be providing instructional or other services to a mainstreamed student in a regular education classroom setting shall be invited to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. When invited to such an IEPC, the member will make a reasonable attempt to attend the IEPC, and when it is requested, will provide written input to the IEPC (or the Multi-Disciplinary Evaluation Team Report to be presented to the IEPC).

In instances where it is not possible to identify in advance of an IEPC general education teachers who ultimately will have mainstreamed student(s) assigned to their classroom(s), meetings will be convened with such general education teachers as soon as possible following the beginning of the school year to explain the conclusion of the IEPC and to provide for the teacher to have input.

2. The district shall make every reasonable effort to provide the receiving teacher with necessary support identified in the IEPC.



3. The administration shall provide, prior to such placement whenever possible, in-service training and awareness information to the teacher(s) regarding the instruction and behavioral management of such mainstreamed students in the regular education classroom setting, including but not limited to, the differing approaches, problems, and techniques to be utilized with varying physical, mental, emotional and behavioral conditions as are likely to be faced in the given situation. Such training and information shall be provided at board expense and shall be mutually arranged with the teacher(s) to be involved. If such prior training and information are not possible, the training and/or information will be provided as early as can be arranged after the placement has occurred.
4. Except in life threatening circumstances, a regular education classroom teacher shall not be required to perform medically specialized procedures for or on mainstreamed students. In a situation where a teacher agrees to provide such procedures, he/she shall be provided with training appropriate to the situation with all expenses paid by the Board.

#### **ARTICLE XXVIII - INTERNET ACCEPTABLE USE AGREEMENT**

To provide an intellectual atmosphere that includes access to the Internet, the Board and Association believe that all teachers should have the opportunity to develop skills in using computer technology. Having access to the Internet will allow the teacher to access and use the Internet to transmit material, which is consistent with the educational goals of the school district, as well as allow the teacher to access and transmit appropriate material to be used in the educational environment.

Whereas the parties do recognize the educational value of Internet access at school using district equipment they hereby agree to the following:

1. The parties seek to educate young people in the use of the Internet as an assistive device to support student learning and achievement.
2. The parties recognize that in order to support student learning and achievement the teacher must use the Internet access in a responsible manner.
3. The parties agree that the classroom teacher(s) are released from any liability based upon information retrieved from the Internet by the student.
4. The parties agree that the use of the District's electronic resources are for the purpose of (in order of priority): (a) Support of the academic program; (b) Telecommunications; (c) General information; (d) Recreational.

While it is agreed that telecommunications, information gathering and recreational uses of electronic resources are available to staff, any use thereof not related to supporting the academics of students will be restricted to those hours when staff are not responsible for students (lunch hour, conference hour, before and after school hours).

5. The parties agree that the District will periodically make determinations on whether specific uses of the electronic resources are consistent with the acceptable use practice of the school.
6. The District reserves all rights to any material stored in files which are generally accessible to others and will remove any material which the District believes may be unlawful, obscene, pornographic, abusive, or otherwise objectionable. Staff members will not use his/her District-approved computer account except to obtain, view, download, or otherwise gain access to appropriate material.

**ARTICLE XXIX – DURATION OF AGREEMENT**

This agreement shall be effective as of September 1, 2008 and shall continue in effect until the 31<sup>st</sup> day of August 2012. This agreement shall not extend orally, and it is expressly understood that it shall expire on the date indicated.

**ST. IGNACE EDUCATION ASSOCIATION**

**ST. IGNACE BOARD OF EDUCATION**

\_\_\_\_\_  
St. Ignace EA Representative

\_\_\_\_\_  
Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**NMEA President**

\_\_\_\_\_

Date: \_\_\_\_\_

**NMEA Staff**

\_\_\_\_\_

Date: \_\_\_\_\_

**ARTICLE XXIX – DURATION OF AGREEMENT**

This agreement shall be effective as of September 1, 2008 and shall continue in effect until the 31<sup>st</sup> day of August 2012. This agreement shall not extend orally, and it is expressly understood that it shall expire on the date indicated.

**ST. IGNACE EDUCATION ASSOCIATION**

**ST. IGNACE BOARD OF EDUCATION**

Lillian McDonald  
St. Ignace EA Representative

Michael Springsteen  
Superintendent

Date: 10-13-08

Date: 10-13-08

**NMEA President**

Michael J. Z...

Date: 10-16-08

**NMEA Staff**

Cath...  
C

Date: 10-16-08



## ST. IGNACE AREA SCHOOLS 2008-2009 CALENDAR

<u>August</u>	<u>Teacher</u>	<u>Student</u>	<u>January</u>	<u>Teacher</u>	<u>Student</u>
26 & 27 Prof. Dev.	<u>2</u>	<u>0</u>	1 & 2 Vacation	0	0
			5 – 9	5	5
			12 – 16	5	5/4.5*
			19 – 23	5	5
			26 – 30	<u>5</u>	<u>5</u>
				<b>20</b>	<b>20 K-8</b>
	<b>2</b>	<b>0</b>			<b>19.5 9-12*</b>
 <u>September</u>			 <u>February</u>		
2 – 5	4	3.5	2 – 6	5	5
8 – 12	5	5	9 – 13	5	5
15 – 19	5	5	16 – 20	5	4
22 – 26	5	5	23 – 27	<u>5</u>	<u>5</u>
29 – 30	<u>2</u>	<u>2</u>		<b>20</b>	<b>19</b>
	<b>21</b>	<b>20.5</b>			
 <u>October</u>			 <u>March</u>		
1 – 3	3	3	2 – 6	5	5
6 – 10	5	5	9 – 13	5	5
13 – 17	5	4	16 – 20	5	4
20 – 24	5	5	23 – 27	5	5
27 – 31	<u>5</u>	<u>5</u>	30 – 31	<u>0</u>	<u>0</u>
	<b>23</b>	<b>22</b>		<b>20</b>	<b>19</b>
 <u>November</u>			 <u>April</u>		
3 – 7	5	4	1 – 3	0	0
10 – 14	5	5	6 – 10	4	4
17 – 21	5	5	13 – 17	5	5
24 – 26	<u>3</u>	<u>3</u>	20 – 24	5	5
	<b>18</b>	<b>17</b>	27 – 30	<u>4</u>	<u>4</u>
				<b>18</b>	<b>18</b>
 <u>December</u>			 <u>May</u>		
1 – 5	5	5	1	1	1
8 – 12	5	5	4 – 8	5	5
15 – 19	5	5	11 – 15	5	5
22 – 26	0	0	18 – 22	5	5/4.5*
29 – 31	<u>0</u>	<u>0</u>	25 – 29	<u>4</u>	<u>3 ½</u>
	<b>15</b>	<b>15</b>		<b>20</b>	<b>19 ½ K-8</b>
					<b>19 9-12*</b>

**Teacher Work Days 177**  
**Student Days 169 Full Days (K-8)**  
**2 Half Days (K-8)**  
**167 Full Days (9-12)**  
**4 Half Days (9-12)**

**\*Professional Development Days – August 26 & 27**  
**Oct. 17, Nov. 7**  
**Feb. 20, March 20**  
**\*EI/M.S. Parent/Teacher Conferences – Nov. 4 & 6**  
**March 18 & 19**  
**\*H.S. Parent/Teacher Conference – Sept. 29 & Oct. 1**

In each year of this contract, a calendar committee consisting of two persons appointed by the Association President and two persons appointed by the Superintendent of Schools will meet no later than April 30 to determine the calendar for the following year. Subsequent calendars will be based upon the days and hours established in the 2008-2009 calendar, If state law in Michigan changes after ratification, and this calendar does not meet state requirements, calendar can be reopened by a request of administration with a committee of 2 administrators and 2 SEA members.

**Total Teacher Days**

The above calendar details the agreed to calendar for the 2008-2009 school year. In the event school is called off for extracurricular activities or if state law requires other days/hours which are called off to be made up, the Board shall consult with the Association to schedule the make up day(s)/hours. Make up time shall be either during a planned vacation or added to the end of the school year as necessary to reach the required amount of time. Any other changes in the above calendar must be agreed upon mutually by the Association and the board.

**GRIEVANCE FORM**

Grievance No. \_\_\_\_\_ Date originated \_\_\_\_\_  
(within 10 days of occurrence/discovery)

Name of Grievant \_\_\_\_\_ Position \_\_\_\_\_

Date grievance occurred: \_\_\_\_\_

Nature of grievance \_\_\_\_\_  
\_\_\_\_\_

Contract provisions or practices violated: \_\_\_\_\_

Relief sought: \_\_\_\_\_  
\_\_\_\_\_

Grievant signature: \_\_\_\_\_

SEA signature: \_\_\_\_\_

**LEVEL I. PRINCIPAL**

Date discussed with principal: \_\_\_\_\_  
(within 10 days of occurrence/discovery)

Result of discussion: \_\_\_\_\_  
(within 5 days)

SEA Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LEVEL 2: PRINCIPAL**

Date received by Principal's office: \_\_\_\_\_  
(within 10 days of informal meeting)

Disposition by principal or designee: \_\_\_\_\_  
(within 5 days)

Signature of principal or designee: \_\_\_\_\_

**LEVEL 3: SUPERINTENDENT**

Date received by Superintendent's office: \_\_\_\_\_

(within 10 days)

Disposition by Superintendent: \_\_\_\_\_

(within 10 days)

**LEVEL 4: PROBLEM SOLVING COMMITTEE**

Date received in Superintendent's office: \_\_\_\_\_

(within 10 days)

Disposition by Problem Solving Committee: \_\_\_\_\_

(within 10 days) \_\_\_\_\_

Signature of Board of Education President: \_\_\_\_\_

Copies to: Local President – Grievance Chairperson – Grievant  
MEA Uniserv staff – Superintendent - Principal

**LEVEL 5: BOARD OF EDUCATION**

(within 10 days of P.S. Committee)

Members present: \_\_\_\_\_

Suggested Resolution: \_\_\_\_\_

(at next regularly scheduled Board of Ed meeting)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LEVEL 6: ARBITRATION**

Date submitted to arbitration: \_\_\_\_\_

Disposition by Arbitrator: \_\_\_\_\_

Signature of arbitrator: \_\_\_\_\_

Date: \_\_\_\_\_