

Stephenson Area Public Schools  
Board of Education/UPEA/MEA  
Master Agreement  
2007-2008; 2008-2009; 2009-2010

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**TEACHERS' NEGOTIATED AGREEMENT  
2007-2008; 2008-2009; 2009-2010**

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**TABLE OF CONTENTS**

	<u>Page</u>
Preamble .....	1
Witnesseth .....	1
Article I Recognition.....	2
Article II Teacher Rights.....	3
Article III Board of Education Rights.....	4
Article IV Professional Compensation.....	5
Article V Teaching Hours.....	7
Article VI Teaching Loads and Assignments.....	9
Article VII Teaching Conditions.....	12
Article VIII Vacancies and Promotions.....	16
Article IX Consolidation - Annexation.....	17
Article X Reduction in Personnel.....	17
Article XI Transfers.....	22
Article XII Sick Leave.....	23
Article XIII Leave of Absence.....	25
Article XIV Teacher Evaluation.....	30
Article XV Protection of Teachers.....	31
Article XVI Negotiation Procedures.....	33
Article XVII Grievance Procedure.....	34
Article XVIII Retirement.....	39
Article XIX Miscellaneous Provisions.....	39
Article XX Insurance Protection.....	41
Article XXI Deductions for Professional Dues.....	43
Article XXII Multi-Building Assignments.....	44
Article XXIII Summer Employment.....	45
Article XXIV Strike Prohibition.....	46
Article XXV Agreements Contrary to Law.....	46
Article XXVI Duration of Agreement.....	46
Article XXVII Academic and Professional Responsibility.....	47
Article XXVIII Agency Shop.....	48

**TEACHERS' NEGOTIATED AGREEMENT  
2007-2008; 2008-2009; 2009-2010**

**TABLE OF CONTENTS**

School Calendar	2007-2008.....	50
Salary Schedule A Index	2007-2008.....	51
Annuity Schedule	2007-08.....	52
Salary Schedule A Index	2008-2009.....	53
Annuity Schedule	2008-2009.....	54
Salary Schedule A Index	2009-2010.....	55
Annuity Schedule	2009-2010.....	56
Salary Schedule	Advisor Salaries 2007-2010.....	57
Salary Schedule B	Athletic Salaries 2007-2010.....	58
Official Signed Confirmation of Ratification.....		59

1     **PREAMBLE:**

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

4             This Agreement entered into this 14<sup>th</sup> day of June, 2007, by and between the  
5     Board of Education of the Stephenson Area Public School District, Stephenson,  
6     Michigan, hereinafter called the "Board" and the Stephenson Education Association,  
7     hereinafter called the "Association".

8   **WITNESSETH**

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

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

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

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

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

1 **ARTICLE I**

2 **Recognition**

3 A. The Board hereby recognizes the UPEA/MEA Association as the sole and  
4 exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of  
5 1965, for certified teaching personnel, employed or to be employed by the Board  
6 (whether or not assigned to a public school building), but excluding per diem  
7 substitutes, Community School employees, supervisory, executive personnel, office and  
8 clerical employees, and all other employees. The term "Teacher" when used  
9 hereinafter in this Agreement, shall refer to all employees represented by the  
10 Association in the bargaining or negotiating unit as above defined, and references to  
11 male teachers shall include female teachers.

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

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

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1 making records available.

2 **ARTICLE III**

3 **Board of Education Rights**

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

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

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34 The exercise of the foregoing powers, right, authority, duties and responsibilities  
35 by the Board, the adoption of policies, rules, regulations and practices in furtherance  
36 thereof and the use of judgment and discretion in connection therewith shall be limited

1 only to the extent such specific and express terms hereof are in conformance with the  
2 Constitution and laws of the State of Michigan and the Constitution and laws of the  
3 United States.

#### 4 **ARTICLE IV**

#### 5 **Professional Compensation**

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

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

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

22 D. A teacher engaged during the school day in contract negotiations on behalf of  
23 the Association with any representative of the Board or participating in any  
24 professional grievance, including arbitration, shall be released from regular duties



1 without loss of salary.

2 E. A teacher or teachers shall be released from regular duties without loss of  
3 salary for the purpose of participating in area, regional, or state meetings of the  
4 Michigan Education Association, not to exceed a total of ten(10) days for all certificated  
5 personnel in any one school year. These days shall be used at the discretion of the SEA  
6 President for the purposes intended upon three(3) days notification, except in case of  
7 emergency. Use of these days shall be based on the availability of qualified substitutes.

8 A "qualified" substitute shall be defined as a substitute teacher on the school's  
9 substitute list. Not more than three(3) days shall be taken consecutively by any one  
10 person without the prior approval of the superintendent. The association shall  
11 reimburse the employer for the cost of the substitute and the employee's retirement for  
12 the days beyond ten (10).

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

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

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

23 I. In determining the initial salary of a teacher, who begins his work in the  
24 Stephenson Area Public Schools after teaching in other schools, full credit will be given

1 for the first five (5) years, year for year. A fraction of one-half or greater shall be  
2 counted as a whole year of service.

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

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

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

## 21 **ARTICLE V**

### 22 **Teaching Hours**

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

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1. Teachers at assigned building no later than 7:45 a.m.
2. Teachers will commence working or be at their work stations by 8:10 a.m.
3. The school day shall end at 4:05 p.m., however, this time may vary by building to accommodate additional time added to the calendar. Elementary teachers may leave at the end of their teaching day provided students are adequately supervised by teachers during bus departure. For the purposes of this Agreement, three (3) teaching periods shall constitute one-half(1/2) day in the high school as fifty(50%) percent of the teacher's day shall be one-half(1/2) day in the elementary schools.
4. Faculty meetings may be held on the second Wednesday of each month from 4:00 p.m. to 4:45 p.m., if necessary. The administrator will distribute agendas to the teacher no later than two days in advance. Teachers may suggest items for the agenda. Teachers are expected to attend the meeting unless excused in advance by the administrator. A second staff meeting may be held. This second meeting could consist of a department meeting, grade level, building level, or full staff. Any one of these meetings called by the principal (not building coordinator) would be the second meeting for the entire staff. Example: A full staff meeting at the high school and an English staff meeting would constitute the two meetings for the high school. Elementary - full staff meeting and the third grade teachers would constitute two meetings. (Reminder: Meetings could be at 7:45 a.m. in the morning.)
5. Teachers may leave school on the day preceding a scheduled recess after the buses have departed.
6. When, in the judgment of the Superintendent of Schools, hazardous weather conditions prevent the opening of schools in the District, the school buildings will remain open for use by teachers who can reach them. Notice of closing will be given through radio stations listed in the "Emergency School Closing Administrative Procedures" updated annually and posted in each teacher's workroom. On such days teachers are requested to tune in to the local radio stations.

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

1 not suffer any diminution of pay for such inability to report.

2  
3 7. Employees shall dress in a manner appropriate to their work station.

4  
5 The Board recognizes the principle of a standard forty-hour work week and will, so  
6 far as possible, set work schedules and make professional assignments which can  
7 reasonably be completed within such standard work week. The Board will not require  
8 teachers regularly to work in excess of such standard work week within or outside of  
9 any school building.

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

13 C. Elementary teachers in grades kindergarten through five inclusive will be  
14 provided two fifteen minute recess periods per day.

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

16  
17 **ARTICLE VI**

18 **Teaching Loads and Assignments**

19 A. The normal teaching load of all regular 6-12 secondary classroom teachers  
20 consists of an assigned teaching assignment of six (6) class periods and one(1)  
21 preparation period, consistent with the provisions of Article V, Section A. Should any  
22 change be deemed appropriate by the Board, it will negotiate the change with the  
23 Association. Commencing 2007-08, the normal teaching load of all regular 6-12  
24 secondary classroom teachers consists of an assigned teaching assignment of six (6)  
25 class periods and one (1) preparation period, consistent with the provisions of  
26 ARTICLE V, Section A. Should any change be deemed appropriate by the Board, it will

1 negotiate the change with the Association. Each full-time secondary teacher shall be  
2 entitled to a single preparation period each day. Such teachers working half-time or  
3 more in levels six (6) to twelve (12) shall be entitled to prorated preparation time  
4 according to the number of classes taught.

5 B. The normal teaching load of the regular K-5 classroom teachers will be based  
6 on the teaching grade assignment.

7 C. Since pupils are entitled to be taught by teachers who are working within their  
8 area of competence, teachers shall not be assigned, except temporarily and for good  
9 cause, outside the scope of their teaching certificates or their major or minor field of  
10 study. The Association agrees that bargaining unit members shall meet state and  
11 federal standards for certification and qualifications.

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

19 E. Employees requested to substitute for other bargaining unit members during  
20 their daily preparation period can voluntarily agree to accept such duty to cover  
21 another teacher's absence from class. In the event there is no volunteer available and it  
22 becomes necessary for the appropriate building administrator to assign another  
23 teacher to cover an absent teacher's class, he/she will be reimbursed at a rate of drivers  
24 ed rate per class. Reimbursement for a fractional class period will be prorated based

1 on actual time spent in the classroom.

2 F. Bargaining unit members and administrators shall be mutually responsible  
3 for creating and maintaining conditions conducive to learning and the maintenance of  
4 discipline.

5 G. On the second Thursday of September, December, March, and May, at  
6 4:15 p.m. in the district office, the Association Executive Committee and  
7 administration, including the superintendent, will meet to address Master  
8 agreement issues, current or anticipated. The superintendent of schools will  
9 send a reminder e-mail one week ahead of time asking for agenda items to be  
10 returned to him/her. On the Monday preceding the meeting day, the  
11 superintendent will e-mail a copy of the agenda to each member of the Quarterly  
12 Conference Team, or e-mail a cancellation notice if no items are received 48  
13 hours before the start of the meeting. Minutes will go to Association members,  
14 Administration and all Board members. The District is responsible for recording  
15 and distribution of the approved minutes.

16 H. One teacher paid 1/6 their rate of pay, may agree to teach during their prep  
17 period. This would be based on need as determined by the administration and  
18 seniority, qualification and certification.

19 I. High school personnel who participate in the first or second lunch supervision  
20 rotation are eligible for one (1) additional discretionary day. (See guidelines for  
21 discretionary days.) The number of days staff would work per school year will vary  
22 according to the number of staff who signs up for the rotation.

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1 **ARTICLE VII**

2 **Teaching Conditions**

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

8 A. Because the pupil-teacher ratio is an important aspect of an effective  
9 educational program, the parties agree that class size should be lowered wherever  
10 possible.

11 B. Elementary schools, grades kindergarten through five inclusive should be as  
12 follows wherever possible:

- 13 1. Kindergarten 22 pupils  
14 2. Elementary school grades 27 pupils  
15 3. Special education classes

16 The number of pupils shall be as  
17 provided by the applicable guidelines  
18 of the state of Michigan. The receiving  
19 elementary classroom teacher will be  
20 present at IEPC and have input.  
21

22 C. In secondary grades, six through twelve inclusive, the ratio of pupils to  
23 teachers and other professional staff members of the high school shall not exceed 27 to  
24 1 wherever possible. The administration will try to achieve the best or manageable  
25 balance possible in both elementary or secondary grades. Only a staff member's time  
26 actually devoted to duties in the high school may be counted in determining the pupil-  
27 teacher ratio.

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

7 E. If funds are available, elementary K-5 teachers will be relieved of bus duty and  
8 responsibilities in the cafeteria. Such responsibilities may be assigned to teacher aides.  
9 These responsibilities may include inventorying of supplies and equipment, collecting  
10 money for milk and lunch, and similar nonprofessional responsibilities.

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

14 G. Communications with parents, other schools, and organizations being  
15 essential to a positive school, a private uninterrupted phone station for school business  
16 only will be provided as designated for a teacher's use.

17 H. The Association is granted the privilege of installing appropriate vending  
18 machines in the teacher's workroom, the proceeds to be used for the existing Teachers'  
19 Fund.

20 I. Adequate parking facilities shall be made available to teachers. Designated  
21 (marked to separate students from faculty) parking areas will be monitored by building  
22 principal during the school day.

23 J. Notwithstanding their employment, teachers shall be entitled to full rights of  
24 citizenship and no religious or political activities of any teacher or the lack thereof shall



1 be grounds for any discipline or discrimination with respect to the professional  
2 employment of such teacher. The private and personal life of any teacher is not within  
3 the appropriate concern or attention of the Board.

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

11 L. Each department in the secondary school will select one staff member to serve  
12 as department chairperson(s) for the school year; selection to be made prior to the end  
13 of the second week of the school year. The duties and responsibilities of the  
14 department head will be determined by the Building Principal following input from the  
15 teachers concerned, and will be submitted to each member of the department. In the  
16 event a chairperson(s) is not selected, the Building Principal will appoint a  
17 chairperson(s). If a bargaining unit member so appointed does not wish to be  
18 appointed, he/she shall have the right to decline the appointment.

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

23 M. Weekly lesson plans will be provided to the Building Coordinator or Principal  
24 by each teacher assigned to the building the last school day of the week for the next

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

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

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

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

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

23 P. Elementary teachers will be responsible to provide one (1) evening program  
24 during the school year.

1 **ARTICLE VIII**

2 **Vacancies and Promotion**

3 A. A vacancy shall be defined as any position, either newly created or a present  
4 position, that is not filled, which the Board intends to fill. Whenever any vacancy in  
5 any certificated professional position in the district shall occur, the Board shall  
6 publicize the same by giving ten (10) days written notice of such vacancy to the  
7 Association and to the Building Coordinator or Principal of Schools in each school  
8 building. No vacancy shall be filled, except in case of emergency on a temporary basis,  
9 until the Association has been notified.

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

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

23 D. With respect to any vacancy that becomes open during the school year, either  
24 permanently or temporarily, the Administration shall have the right to fill that position

1 with a substitute teacher on a temporary basis until the end of that semester at which  
2 time the position would be posted if it is a permanent vacancy.

### 3 **ARTICLE IX**

#### 4 **Consolidation - Annexation**

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

### 9 **ARTICLE X**

#### 10 **Reduction in Personnel**

11  
12 A. No later than thirty(30) days following ratification of this Agreement, and by  
13 September 30th thereafter, the Employer shall prepare and post in every building of  
14 the district a seniority list. Bargaining unit members shall be ranked on the seniority  
15 list from most senior to least senior. If a bargaining unit member does not object to  
16 his/her placement on the seniority list within thirty(30) days of the posting, that list  
17 shall become final for the purpose of reduction in personnel for that school year.

18 B. Seniority shall be defined as length of service within the bargaining unit as of  
19 the bargaining unit member's first day of hire and as recognized as a union member.  
20 (Note" retro-pay does not equate retro seniority.) In circumstances of more than one  
21 bargaining unit member signing an individual contract on same date of hire, all such  
22 individuals so affected shall participate in a drawing, conducted by the Association at a  
23 time and in a place available to bargaining unit members, to determine the affected  
24 members' placement on the seniority list. The district shall be informed of the results

1 in writing following the drawing. Members returning from a leave or layoff in which  
2 seniority does not accrue shall be placed at the bottom of the list of members for their  
3 respective position (number of accumulated years) on the list if more than one person  
4 is listed in order for that particular position. Part-time bargaining unit members shall  
5 accumulate seniority on a prorated basis, based on the actual number of paid  
6 equivalent days worked.

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

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

17 C. Seniority shall continue to accumulate for any bargaining unit member on  
18 paid leave of absence, paid maternity leave, or sick leave. Individuals on military and  
19 unpaid leaves of absence shall not accrue seniority during such leave and the  
20 bargaining unit member shall be placed on the seniority list upon his/her return to  
21 employment in the same manner as those returning from layoff.

22 Administrators shall not accrue seniority in the bargaining unit but shall be  
23 entitled to reinstatement of seniority held prior to becoming an administrator if the  
24 administrator is returned to active membership in the bargaining unit, provided

1 his/her employment in the district has been continuous.

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

- 7 1. Teachers holding permits in the specific positions being reduced or  
8 eliminated will be laid off first, provided there are fully certificated  
9 teachers to replace and perform all of the duties of the laid-off teachers.
- 10 2. If reduction is still necessary, then probationary teachers in the specific  
11 positions being reduced or eliminated will be laid off, provided there are  
12 fully qualified, fully certificated teachers to replace and perform all of the  
13 duties of the laid-off teachers.
- 14 3. If reduction is still necessary, the teachers in the specific position being  
15 reduced or eliminated will be laid off in accordance with the following  
16 factors:  
17  
18

19  
20 Seniority, certification, and qualifications shall be used to determine any  
21 layoff. All three factors shall be given equal weight, and the teacher who  
22 has the lowest ranking will be first laid off. If two or more teachers have  
23 an equal ranking, the teacher with the least seniority shall be first laid off.  
24 If a position is eliminated, the surplus employee shall be allowed to  
25 bump a person of lesser seniority in the bargaining unit, provided he/she  
26 is certified and qualified to fill the position of the employee being  
27 bumped. Such bumping shall occur by the effective date of the layoff.

28 "Qualifications" shall be defined to include only the following:

- 29 a. Advanced credit hours beyond minimum certification requirements.
- 30
- 31 b. Number of years of K-12 public education teaching experience out of  
32 the District.
- 33
- 34 c. Educationally related workshops and/or professional training in  
35 areas related to bargaining unit member's employment.
- 36
- 37 d. Past performance as revealed through formal evaluations.
- 38
- 39

40 Except in the event of an emergency, bargaining unit members shall be given at  
41

1 least thirty (30) days advance written notice of layoff prior to the effective date of the  
2 layoff. An emergency for the purposes of this Article shall be defined as an event or  
3 occurrence which results in extensive physical damage to school property; (i.e., fire,  
4 plumbing breaks, vandalism) which are of such a nature that they could not have been  
5 anticipated in advance. Financial emergencies for the purposes of this Article shall be  
6 defined as the loss of two and five-tenths (2.5%) percent or more of the K-12 students  
7 as verified by the Official Count Days or most recent count for that year; or if the base  
8 grant is frozen at the previous year rate or is reduced from the previous year rate; or if  
9 a millage fails after the start of the school year.

10 Any tenured employee on layoff shall be entitled to recall for up to three (3) years,  
11 any non-tenured employee on layoff shall be entitled to recall for up to the length of  
12 his/her seniority not to exceed 2 years and be reinstated to the seniority level held by  
13 the bargaining unit member prior to such layoff upon his/her return to employment.

14 This will not affect employees laid off prior to July 1, 2007. The Board shall recall  
15 employees in the reverse order of layoff to any position for which bargaining unit  
16 member is certified and qualified. Such bargaining unit member shall be notified of  
17 recall by certified letter to the bargaining unit member's last known address of record.

18 The bargaining unit member shall have ten(10) days from receipt of such certified  
19 letter to notify the district superintendent of acceptance or rejection of such position.

20 Rejection of a position shall not restrict the bargaining unit member's right to recall or  
21 retention of seniority rights provided the position rejected was not a full time position  
22 or equivalent in time to the position previously occupied by the bargaining unit  
23 member.

24 E. Before official action on a reduction of teachers is taken by the Board of

1 Education, it will give written notice to the Association President by certified mail  
2 return receipt requested of the contemplated reduction and afford the Association  
3 opportunity to discuss it with the employer. Such notification shall be given to the  
4 Association President at least ten (10) calendar days prior to any official Board action.  
5 As soon as the names of the teachers to be laid off are known, a list of such names shall  
6 be given to the Association. Such notification shall be given to the Association  
7 President at least 10 calendar days prior to any official Board action.

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

14 G. If the employer fails or refuses to comply with Section E and F above, or if the  
15 reasons assigned clearly demonstrate that the employer acted arbitrarily or  
16 capriciously, the Association has the right to utilize the grievance and arbitration  
17 procedure to seek relief. If the employer does comply with Section E & F, the  
18 Association cannot utilize the grievance and arbitration procedure.

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

23 1. Other Conditions

24 a. Leaves of absence without pay will be automatically granted to any  
25 and all personnel affected by a reduction in staff. These leaves of



1 absence shall not prohibit the teachers from seeking and accepting  
2 gainful employment elsewhere and shall not be terminated for that  
3 reason except on written request of the teacher.

4  
5 b. During said leave of absence the teacher shall receive no insurance  
6 benefits at Board expense, but may elect to continue insurance  
7 benefits by paying the premiums directly to the carrier. This section  
8 is contingent upon approval by the insurance carrier.

9  
10 c. During said leave of absence such teacher's seniority shall remain  
11 unbroken despite such leave, but shall not accumulate. His  
12 accumulated sick leave shall not be canceled, but shall remain  
13 credited to him.

14  
15 d. Any teacher who would have qualified for retirement during the  
16 reduction year, shall be permitted to teach that year so as to acquire  
17 needed service.

18  
19 e. The leave of absence for the purpose of staff reduction shall not  
20 result in loss of status or credit for previous years of service. Upon  
21 return to the district he shall assume the position on the salary  
22 schedule previously held with no credit allowed for the leave of  
23 absence period.

24  
25 **ARTICLE XI**

26 **Transfers**

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

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

- 30 1. The application is made in writing  
31  
32 2. The person requesting the transfer is fully qualified for the position.  
33  
34 3. The transfer is for the good of the system as well as the individual.

35  
36 C. Any teacher who shall be transferred to a supervisory or administrative  
37 position and shall later return to a teacher status shall be entitled to retain such rights  
38 as he may have had under this Agreement prior to such transfer to supervisory or  
39 executive status.



1 allotted shall not exceed the total number of days in the bank. The bank  
2 may not be used for maternity leave. The Sick Bank Committee may  
3 grant or deny leave days requests from the bank. Its judgment and/or  
4 decision will be final. Written approval from the Association by the Sick  
5 Bank must be provided to the payroll office before compensation will be  
6 made. It is the purpose of the sick leave bank to assist members until  
7 L.T.D. begins.

- 8
- 9 4. The bank would be limited to a number of days equal to the number of  
10 teachers in the school system within the given school year unless there  
11 has been a reduction in staff. New hires will be allowed to contribute  
12 their day regardless of the number of days in the bank.
- 13
- 14 5. When any teacher is making use of the days allotted to him/her by the  
15 Association from the bank, he/she will receive his regular teaching salary,  
16 and the Board will pay the substitute's salary up to the time when the  
17 total number of days allotted to the teacher by the Association from the  
18 bank has expired.
- 19
- 20 6. If the total number of days is not used in a given school year, the total  
21 number of days not used shall be carried forward to the next school year.  
22 At such time, teachers can again voluntarily contribute one sick leave day  
23 to bring the total number of days in the bank up to the maximum allowed  
24 (which is defined above to be a number of teachers in the system within  
25 the school year).
- 26
- 27
- 28 7. The Board shall in no way be responsible for the allocation of days from  
29 the bank to teachers or indicating the teachers who should donate days to  
30 the sick leave bank. Such matters shall be the sole and separate  
31 responsibility of the Association. No grievance shall be filed by the  
32 Association or any teacher on any matters which are specifically made the  
33 responsibility of the Association and not the Board in this paragraph.  
34 The Association agrees to indemnify and hold harmless the Board for  
35 damages incurred by the Board with respect to the matters made solely  
36 the responsibility of the Association and not the Board in this paragraph.

37

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

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

5 E. Procedure for notification of absence because of illness

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

## 21 **ARTICLE XIII**

### 22 **Leave of Absence**

23 A. Any teacher whose personal illness extends beyond the period compensated  
24 under Article XII shall be granted a leave of absence without pay for such time as is  
25 necessary to complete recovery from such illness up to eighteen months that run  
26 concurrently with L.T.D. Charges for the use of such days shall be at the minimum  
27 rate of one-half(1/2) day per time used. Upon return from leave, a teacher shall be  
28 assigned to the same position, if available, or a substantially equivalent position. Such  
29 leave of absence must be requested by the teacher in writing upon use of accumulated  
30 sick leave. The intention to return to a teaching position during the next school year  
31 shall be made in writing prior to April 15.

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

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

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

- 38 1. Jury duty - persons called for jury duty will be paid the difference  
39 between their pay as a juror and their regular salary. Such time as spent  
40 in jury duty will not be charged against personal business or sick leave.  
41 Any mileage fees paid by the Court to the employee may be retained by

1 the employee without the amount being deducted from his pay.

- 2
- 3 2. Court appearance as a witness in any case connected with the teacher's
- 4 employment or the school and involving no moral turpitude on the part
- 5 of an employee as later verified by the proofs.
- 6
- 7 3. Time necessary for taking selective service physical examination when
- 8 proof is furnished of the pending examination.
- 9

10 D. A teacher shall be entitled to three(3) days of personal leave per year to be

11 used at the employee's discretion. Two(2) additional personal leave days shall be

12 granted when the employee accumulates 125 sick days. Any personal

13 leave/discretionary days not used in the current school year will be allowed to

14 accumulate as sick day(s) at the start of the new school year. Total accumulation of

15 sick days is not to exceed 125 days.

- 16
- 17 (1) Those desiring to use such leave shall submit their request on a form
- 18 provided by the Board at least five(5) days in advance of the
- 19 anticipated absence, except in cases of emergency. In such case, the
- 20 employee shall apply as soon as possible. The form shall be filed
- 21 with the appropriate administrator or building coordinator.
- 22
- 23 (2) Charges for the use of such days shall be at the minimum rate of one-
- 24 half(1/2) day per time used.
- 25
- 26 (3) These days shall not be used on the first or last day of school, or to
- 27 extend holidays or vacations, or on Parent-Teacher Conference days,
- 28 or Professional development/in-service days, unless under
- 29 extenuating circumstances, to be determined individually in advance
- 30 by the Superintendent of Schools. Use of these days shall be based
- 31 on the availability of qualified substitutes. A "qualified" substitute
- 32 shall be defined as a substitute teacher on the school's substitute list.
- 33
- 34 (4) Days of discretion may be used during hunting season provided no
- 35 more than ten(10) percent of the staff use the leave on any one day
- 36 and provided that qualified substitutes are available. If more than
- 37 ten(10) percent of the staff apply for a day of discretion during
- 38 hunting season for any one day, a drawing shall be held by the
- 39 Association. Exceptions to the ten(10%) percent limit may be
- 40 considered.
- 41

- 1 (5) Elementary personnel who participate in the before school recess  
2 supervision rotation within their respective buildings are eligible for  
3 one (1) additional discretionary day. (See guidelines for  
4 discretionary days.)  
5
- 6 (6) Personnel who assist in moving of their classroom are eligible for two  
7 (2) additional discretionary days.  
8
- 9 (7) Guidance counselor is eligible for two (2) additional discretionary  
10 days.  
11

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

- 14 1. Study related to the teacher's licensed field.  
15
- 16 2. Study to meet state certification other than that held by the teacher.  
17
- 18 3. Study, research, or special teaching assignment involving probable  
19 advantage to the school system.  
20

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

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

25 Details regarding when the teacher should cease employment, or return to  
26 employment will be determined by the circumstances in each case and determined by  
27 the administration and the employee with the advice and assistance of a physician.  
28 This leave shall not result in a break in continuous service in the district (seniority) for  
29 leaves not exceeding one semester. In case of a leave exceeding one semester, the  
30 teacher shall retain the seniority she had at the date of the commencement of the leave  
31 of absence.

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

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

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

6 I. When a regular employee qualifies for retirement, is laid off, or severs  
7 employment after 20 years of service, the Board of Education shall pay to the employee  
8 the amount equivalent up to 1/2 the current substitute teacher rate per day for an  
9 amount equivalent to accumulated sick leave days not used. Any employee who starts  
10 their last year of employment with the maximum number of accumulated sick leave  
11 days, shall be awarded the full ten(10) days at the end of his or her retirement year.

12 J. (Professional Leave) School employees who are elected or appointed as  
13 delegates, committeeperson, or officers of professional and educational organizations  
14 may be approved by the Board of Education for time off from school duties without  
15 loss of pay to attend the professional meetings. Each request shall be judged on its  
16 own merits.

17 K. Dental work scheduled during the teaching day will not be considered under  
18 sick leave unless a signed statement by the dentist is presented to the office prior to  
19 taking leave from work indicating it is impossible for the dentist to make appointments  
20 at times other than the teaching day. This restriction applies only to normal checkups  
21 and cleaning, and shall not apply to those occurrences when the employee is in pain or  
22 need of dental work.

23 L. Medical checkups scheduled during the teaching day will not be accepted for  
24 sick leave. Beyond 75 miles will be accepted if a statement is provided by the family



1 physician that the checkup is necessary immediately and cannot be arranged at recess  
2 periods during the school year including Thanksgiving, Christmas, Easter, and  
3 summer. This restriction applies only to regular physical checkups and not to  
4 diagnostic checkups or when the employee is ill or injured, or is being fit into the  
5 physician's schedule for necessary medical diagnosis.

6 M. All payments will be withheld in the respective school office until the report of  
7 absence form is completed and returned to the building secretary.

8 N. Leave of absence will be granted as per FMLA. Information about FMLA  
9 may be found at <http://www.dol.gov/esa/regs/statutes/whd/fmla.htm#content>

#### 10 **ARTICLE XIV**

#### 11 **Teacher Evaluation**

12 A. All monitoring or observation of the work performance of a teacher shall be  
13 conducted openly and with full knowledge of the teacher. The use of eavesdropping,  
14 closed circuit television, public address, computer or audio system, and similar  
15 surveillance devices shall be strictly prohibited unless mutually agreed upon by the  
16 teacher and administration. The appropriate administrator will notify the local  
17 Association President of each occurrence.

18 B. No teacher shall be disciplined, reprimanded, reduced in rank or  
19 compensation or deprived of any professional advantage without just cause. This  
20 section shall not apply to a decision by the Board of Education concerning the non-  
21 renewal of a probationary teacher's contract, the same being within the discretion of  
22 the Board of Education as provided by law.

23 C. Evaluation - To Improve Services

24 1. The administration shall be responsible for written evaluations of all  
25 teachers, probationary and tenure.

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

**ARTICLE XV**

**Protection of Teachers**

40       A. Since the teacher's authority and effectiveness in his/her classroom is  
41 undermined when students discover that there is insufficient administrative backing  
42 and support of the teacher, the Board and the administration recognizes its  
43 responsibility to give all reasonable support and assistance to teachers with respect to

1 the maintenance of control and discipline in the classroom. The Board further  
2 recognizes that the teacher may not fairly be expected to assume the role of warden or  
3 custodian for emotionally disturbed students nor to be charged with responsibility for  
4 psychotherapy. Whenever it appears that a particular pupil requires the attention of  
5 special counselor, social workers, law enforcement personnel, physicians or other  
6 professional persons, the Board will take reasonable steps to aid the teacher with  
7 respect to such pupils.

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

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

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

21 D. Time lost by a teacher in connection with any incident mentioned in this  
22 Article shall not be charged against the teacher providing the teacher has been found  
23 innocent of all charges.

24 E. Teachers shall be expected to exercise reasonable care with respect to the

1 safety of pupils and property.

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

7 **ARTICLE XVI**

8 **Negotiation Procedures**

9 A. The parties intend this Master Agreement to cover any and all problems and  
10 questions arising between them. It shall specifically be unnecessary for any party to  
11 negotiate or bargain upon any area covered or not covered by the terms of this  
12 Agreement. In all such instances, no new area shall be bargained or negotiated upon,  
13 until this Agreement shall have been lawfully terminated or has expired, or until there  
14 shall be mutual written agreement by and between the parties.

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

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

23 D. In any negotiations described in this Article, each party shall have control  
24 over the selection of its negotiation or bargaining representatives from within or

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

7 E. If the parties fail to reach an agreement in such negotiations, either party may  
8 invoke the mediation machinery of the Michigan Employment Relations Commission  
9 (MERC) or take any other lawful measure it may deem necessary.

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

## 12 **ARTICLE XVII**

### 13 **Grievance Procedure**

#### 14 **A. Definitions**

- 15 1. A grievance is a claim based upon an event or condition or circumstance  
16 under which a teacher works caused by misinterpretation or inequitable  
17 application or alleged violation of the specific terms and conditions of  
18 this agreement. The district agrees that this is the sole agreement  
19 between the parties and that management and board policy shall comply  
20 with the intent of Public Law 379 of Public Act 1965 amended.  
21
- 22 2. A "party of interest" is the person or persons making the claim and any  
23 person or persons who might be required to take action or against whom  
24 action might be taken in order to resolve the problem.  
25
- 26 3. The term "days" when used in this section shall, except where otherwise  
27 indicated, mean days in which school is in session for teachers.  
28

#### 29 **B. Purpose**

30 The primary purpose of the procedure set forth in the Section is to secure, at  
31 the lowest level possible, equitable solution to the problems of the parties. Both parties

1 agree that these proceedings shall be kept as confidential as may be appropriate at any  
2 level of such procedure. Nothing contained herein shall be construed as limiting the  
3 right of any teacher having a grievance to discuss the matter informally with any  
4 appropriate member of the administration.

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

7 Association representatives shall be appointed and/or elected according to  
8 Association policy. The Board hereby designates the principal or immediate supervisor  
9 (elementary supervisor) to act as its representative at Level One as hereinafter  
10 described and the superintendent or his designated representative to act at Level Two  
11 or during expedited grievances as hereinafter described.

- 12 1. Termination of or failure to re-employ a probationary teacher shall not be  
13 a subject of the grievance procedure; and neither shall  
14
- 15 2. The placing of a non-tenure teacher on a third year of probation.  
16
- 17 3. The termination of services or failure to re-employ any teacher to a  
18 position on the extracurricular schedule.  
19

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

- 21 1. It shall be signed by the grievant(s) or at least one Association member.  
22
- 23 2. It shall contain a synopsis of the facts giving rise to the alleged violation.  
24
- 25 3. It shall cite the Article or subsections of the contract alleged to have been  
26 violated.  
27
- 28 4. It shall contain the date of the alleged violation.  
29
- 30 5. It shall specify the relief requested.  
31  
32  
33  
34  
35

1     **LEVEL ONE**

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

11    **LEVEL TWO**

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

20            The Superintendent shall answer in writing within ten (10) days of receipt of  
21    grievance. The written answer shall specifically state whether or not the  
22    Superintendent sustains or denies the grievance and the grounds for that answer and it  
23    shall be signed and dated, a copy to be transmitted to the grievant, the Association  
24    Secretary, the immediate supervisor concerned, and a copy to be placed in a permanent

1 grievance file in this office. Within five (5) days of receipt of the Superintendent's  
2 denial, the Association and/or grievant shall advance the grievance to Level Three.

3 **LEVEL THREE**

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

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

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

23 E. Right to Representation

24 Any party in interest may be represented at all meetings and hearings at all  
25 steps and stages of the grievance procedure by another teacher or another person.  
26 Provided, however: That any teacher may in no event be represented by an officer,  
27



1 agent, or other representative of any teacher organization other than the Association.  
2 Provided, further: When a teacher is not represented by the Association, the  
3 Association shall have the right to be present and to state its views at all stages of  
4 grievance processing.

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6 F. Miscellaneous

- 7 1. During the pendency of any proceedings and until final determination  
8 has been reached, all proceedings shall be private and preliminary  
9 dispositions will not be made public without the agreements of all parties  
10 or as required by law.  
11  
12 2. There shall be no reprisals of any kind by administrative personnel taken  
13 against any party in interest of his Association Representative, any  
14 member of the Grievance Committee, Appeal Committee, or Ad Hoc  
15 Committee, or any other participants in the procedure set forth herein by  
16 reason of such participation.  
17  
18 3. All documents, communications and records dealing with the processing  
19 of a grievance shall be filed separately from the personnel files of the  
20 participants.  
21  
22 4. Timelines as to filing and to advance or respond to a grievance within this  
23 procedure shall be strictly adhered to by all parties unless mutual written  
24 agreement to extend a timeline has been reached and signed by the  
25 parties involved.  
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27 5. Any grievance arising hereunder shall be processed until resolution. In  
28 the event this Agreement shall have expired, the parties agree that this  
29 procedure shall continue in full force and effect during the negotiations  
30 of a successor agreement and that all grievances shall be processed by  
31 this procedure until a successor agreement has been ratified and signed  
32 by the parties at which time the terms of the new contract shall take  
33 effect and a new procedure, if any, shall be used.  
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35 6. Any agreement reached between the Association and the employer is  
36 binding on all individuals concerned and cannot be changed by any  
37 individual.  
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39 7. All preparation, filing, presentation, or consideration of a grievance shall  
40 be held at times other than when an employee or participating  
41 Association representative are to be at their assigned duty stations unless  
42 mutual consent has been obtained beforehand.  
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1 **ARTICLE XVIII**

2 **Retirement**

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

6 **ARTICLE XIX**

7 **Miscellaneous Provisions**

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9  
10 A. Teachers will be available in their respective building for conferences with  
11 parents at a time that is mutually agreeable to all parties. These meetings will take  
12 place within a three-day period after notification from the office or telephone/e-  
13 mail/other contact from the parent. Teachers reserve the right to ask an administrator  
14 to be present.

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

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

20 School employees are covered by Workmen's Compensation insurance at all times,  
21 in and out of the community, providing the employee is considered working within the  
22 course of his/her employment at the time of injury.

23 C. This Agreement shall supersede any rules, regulations or practices of the  
24 Board which shall be contrary to or inconsistent with its terms. It shall likewise  
25 supersede any contrary or inconsistent terms contained in any individual teacher

1 contracts heretofore in effect. All future individual teacher contracts shall be made  
2 expressly subject to the terms of this Agreement. The provisions of this Agreement  
3 shall be incorporated into and be considered part of the established policies of the  
4 Board. A copy of the individual contract form(s) shall be attached hereto and shall  
5 remain unchanged for the duration of this Agreement.

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

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

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

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

21 H. It is the intent of the parties that if the district reverts back to a 5-day week,  
22 the language in the effect prior to 2005-06 school year will become effective covering  
23 teaching times and calendar provided that times meet with the state requirements.

24

1 **ARTICLE XX**

2 **Insurance Protection**

3 The Board shall pay the premiums for the MESSA insurance as negotiated for a  
4 full twelve (12) month period for the bargaining unit member and his/her entire family  
5 and any other eligible dependents as defined by MESSA. The Board agrees to pay as  
6 negotiated the insurance premiums for the 2007-2010 school years for the MESSA  
7 insurance plans Pak A and B.

8 Commencing on July 1, 2007, the Board agrees to pay the premiums for MESSA  
9 Choices II 5/10 Pak A and Pak B. The employer is required to sign an employer  
10 participation agreement. When appropriate, MESSA Choices II 5/10 or Limited  
11 Medicare Supplement and Medicare Part B premiums shall be paid on behalf of the  
12 employee, spouse, and/or dependents eligible for Medicare.

13 Employees not selecting MESSA Pak A will select MESSA Pak B. Where normally  
14 and to the extent provided as a part of the Pak, fringes shall include internal and  
15 external coordination of benefits. Other MESSA or MESSA options shall be available  
16 to employees at their own expense on a payroll deduction basis, including annuities.  
17 Coverage as described above shall take effect upon ratification and completion of the  
18 open enrollment period and shall run from 7-1 to 6-30 each year.

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

23 Teachers terminated for whatever reasons shall be provided with whatever  
24 insurance benefits are mandated by the new federal law entitled the Consolidated

1 Omnibus Budget Reconciliation Act (PL 99272), referred to as COBRA.

2 MESSA Choices II 5/10 Pak A: Coverage will be effective 7/1/07

- 3 A. 1. MESSA Choices II 5/10 Health Insurance
- 4 2. Prescription drug card will be the Choices II 5/10 Plan
- 5
- 6 B. 1. Long Term Disability Insurance (LTD) - 66 2/3%
- 7 2. \$3,000 maximum monthly benefit
- 8 3. Sixty (60) Calendar days-straight wait Elimination Period
- 9 4. COLA – as defined under LTD
- 10 5. Alcohol/Drug and Mental/Nervous same as any other illness
- 11 6. 5% Minimum Payout
- 12 7. Pre-existing Limits Waived
- 13 8. Family Social Security Offset
- 14 9. No Survivor Income
- 15 10. Freeze on Offsets
- 16 11. No Educational Supplement
- 17 12. 2 Year Own Occupation
- 18
- 19 C. Delta Dental Plan 80/80/80: \$1,000 Orthodontic Rider
- 20 D. Negotiated Term Life: \$45,000 with AD&D
- 21 E. VSP 3 Plus Vision Insurance

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23 MESSA Pak B:

- 24 A. 1. Long Term Disability Insurance (LTD) – 66 2/3%
- 25 2. \$3,000 maximum monthly benefit
- 26 3. Sixty (60) Calendar days-straight wait Elimination Period
- 27 4. COLA – as defined under LTD
- 28 5. Alcohol/Drug and Mental/Nervous same as any other illness
- 29 6. 5% Minimum Payout
- 30 7. Pre-existing Limits Waived
- 31 8. Family Social Security Offset
- 32 9. No Survivor Income
- 33 10. Freeze on Offsets
- 34 11. No Educational Supplement
- 35 12. 2 Year Own Occupation
- 36 B. Delta Dental Plan 80/80/80: \$1,000 Orthodontic Rider
- 37 C. Negotiated Term Life: \$45,000 with AD&D

1 D. VSP-3 Plus Vision Insurance

2 E. 2007-2010 Pak B people will receive an annuity of \$365.00/month or  
3 \$4,380.00 per year with a Board-approved carrier.  
4  
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6 Any insurance benefits provided for herein shall be subject to the terms and  
7 conditions specified in the insurance policies, and any claim by any employee shall not  
8 be the basis of a grievance or subject to arbitration. The Board, by payment of any  
9 premium payments required to provide coverage as agreed upon, shall be relieved from  
10 all liability with respect to any insurance benefits provided in this Agreement. The  
11 failure of an insurance company to provide any of the benefits, which it has contracted  
12 for, for any reason, shall not result in any liability to the Board.

13 The Board agrees to pay the negotiated insurance plan (referenced above) for the  
14 dates 7-01-07 to 6-30-10. Effective 7/01/07, the Board's contributions shall be up to  
15 \$14,335.00 for the 2007-08 school year; \$14,884.00 for the 2008-2009 school year;  
16 \$15,500.00 for the 2009-2010 school year.

17 Payroll deduction for the balance of such premium costs shall be made effective  
18 the employees 21 pays from September to June for the 12 months of insurance  
19 coverage (i.e. July 1 for June). A Section 125 plan shall be established for employee  
20 deductions.

21 All employees entitled under Pak B of the MESSA Pak shall be able to select a  
22 carrier for their annuity from the list of ten mutually agreed to by the parties.

23 **ARTICLE XXI**

24 **Deductions for Professional Dues**

25 A. The Board agrees to deduct from teacher's salaries teacher organization dues  
26 for the Michigan Education or the National Education Association or any combination

1 of these organizations as the teachers individually and voluntarily authorize the  
2 Business Office to deduct and to transmit the amount deducted to such recipients as  
3 may be authorized by the above respective organizations.

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

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

8 D. Such authorization shall continue in effect unless subsequent to June 1 and  
9 prior to September 15 of any year, such authorization is formally revoked by the  
10 teacher in writing and copies thereof are delivered to the Association and the Board.  
11 However, it is understood that state law outlaws automatic or passive payroll  
12 deductions that fund most types of union political activities like campaign financing or  
13 lobbying efforts therefore no such deductions will be made.

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

## 20 **ARTICLE XXII**

### 21 **Multi-Building Assignments**

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

24 A. At least five (5) periods of instruction time with children present. A period to

1 be equivalent to a minimum of 50 minutes or 250 minutes of actual instruction per  
2 teaching day.

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

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

7 **ARTICLE XXIII**

8 **Summer Employment**

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

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

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

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**ARTICLE XXIV**

**Strike Prohibition**

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

**ARTICLE XXV**

**Agreements Contrary to Law**

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

**ARTICLE XXVI**

**Duration of Agreement**

This Agreement shall be effective as of July 1, 2007, and shall continue in effect until

1 until June 30, 2010.

2 **ARTICLE XXVII**

3 **Academic and Professional Responsibility**

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

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

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

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

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

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

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

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**ARTICLE XXVIII**

**Agency Shop**

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

1. Become members of the Association; or
2. Pay to the Association an amount of money which the Association certifies in writing as a cost equal to the negotiation and administration of this Agreement.
3. Full-time teachers hired during the school year shall be required to tender only a pro rata amount of the fee.
4. Temporary, and/or part-time teachers employed on a day-to-day basis or specially certificated vocational instructors employed on a day-to-day basis shall not be required to join the Association or pay a service fee.
5. Notwithstanding the provisions of this article, any teacher who evidences to the Association that he is a member of a church whose longstanding teachings have historically forbidden joining or supporting a labor union or similar organization and that the member has such personal religious convictions shall, so as to show good faith, agrees to make a contribution as hereinafter provided. The sum of the contribution shall be equivalent to the dues uniformly required to be paid by members of the Stephenson Education Association and shall be made to a nonunion, nonreligious, charitable or nonprofit organization mutually agreed upon by the Association and the teacher, such organization to be located within the boundaries of the school district. The teacher to furnish a copy of the receipt thereof to the Association. Failure to make such payment or authorize payment through payroll deduction shall, at the request of the Association, cause the Board to terminate the employment of such teacher.

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

1. The Association shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail noncompliance and shall provide ten(10) days for compliance and shall further advise

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such teacher that a request for discharge may be filed with the Board in the event compliance is not effected.

2. If the teacher fails to comply, the Association may file charges in writing with the Board and may request termination of the teacher's employment.
3. The Board upon receipt of said charge and request for termination, shall conduct a hearing thereon. To the extent the teacher is protected by the provisions of the Michigan Tenure Act all proceedings shall be in accordance with this act. In the event of compliance at any time prior to discharge, charges may be withdrawn.
4. The employment of any teacher whose employment may be terminated, shall be continued in normal function until the time when there is a final decision upholding such termination of employment.
5. In the event the Board, acting on the request of the Association, discharges or attempts to discharge an employee for failure to comply with these conditions, the Association shall assume all costs, indemnify and save harmless the Board, each individual Board member and agents of the Board against any and all claims, demands, suits, expenses or other forms of liability, including back pay of whatever kind and nature that shall arise out of action taken by the Board for the purpose of complying with the provisions of this Agreement subject to the following:
  - a. That the Association shall have the right to choose competent legal counsel to defend any said suit or action, and to compromise or settle any claim made against the Board under this section.
  - b. That the Board agrees to aid the Association in its defense by notifying the Association of such suit in a timely fashion and to help in the obtaining of evidence at both trial and appellate levels.

## 2007 – 2008 Calendar

Week (M-F)	holidays/recesses	Student days	Teacher days	Monday school	In-service	Notes
Aug. 27 - 31		0	2		Wed. & Thurs.	Local In-services
Sept. 3 - 7	Mon. – Labor Day	4	4			
Sept. 10 - 14		4	4			
Sept. 17 - 21		4	5		Mon.	Local In-service
Sept. 24 - 29		4	4			
Oct. 1 - 5		4	4			
Oct. 8 - 12		4	5	yes	Fri.	ISD sponsored
Oct. 15 - 19		4	4			
Oct. 22 - 26		4	4			1 <sup>st</sup> period (32 days)
Oct. 29 – Nov.2		4	4			
Nov. 5 - 9		4	5			Mon. P/T Conf. 1:30-5:00
Nov. 12 - 16	Thurs. & Fri. Hunting	3	3	yes		Thurs. & Fri. off
Nov. 19 - 23	Th. & Fr. Thanksgiving	3	3	yes		Wed. 1:30 dismissal
Nov. 26 - 30		4	4			
Dec. 3 - 7		4	4			
Dec. 10 - 14		4	4			
Dec. 17 - 21	Fri. off	4	4	yes		Fri. off
Dec. 24 - 28	Mon. Christmas	0	0			
Dec. 31 - Jan. 4	Tue. New Year's Day	2	2			Wed., Jan. 2 off also
Jan. 7 - 11		4	4			
Jan. 14 - 18		4	4			2 <sup>nd</sup> period (40 days)
Jan. 21 - 25		4	4			
Jan. 28 - Feb. 1		4	4			
Feb. 4 - 8		4	4			
Feb. 11 - 15		4	4			
Feb. 18 - 22		4	4			
Feb. 25 - 29		4	5	yes	Tues.	ISD In-service
Mar. 3 - 7		4	4			
Mar. 10 - 14		4	4			
Mar. 17 - 21	Fri. – Good Friday	4	4	yes		Good Friday off
Mar. 24 - 28		4	4			3 <sup>rd</sup> period (40 days)
Mar. 31 - Apr. 4		4	4			
Apr. 7 - 11		4	5			Mon. P/T Conf. 1:30-5:00
Apr. 14 - 18		4	4			
Apr. 21 - 25		4	4			
Apr. 28 - May 2		4	4			
May 5 - 9		4	4			
May 12 - 16		4	4			
May 19 - 23		4	4			
May 26 - 30	Mon. – Memorial Day	4	4			
June 2 - 6		2	2	yes		4 <sup>th</sup> period (38 days)

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- “Act of God days” - 30 hours: any hours beyond 30 to be made up will be mutually agreed upon between the Administration and the Association.
- Professional Development - 38 hours: If cancelled, any missed hours must be made up as per state law.
- First Check: September 7, 2007
- 2008-2009 and 2009-2010 calendars will follow same format as much as possible.

STEPHENSON SCHOOLS  
2007-2008 1.25% INCREASE WITH STEPS  
year 1

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

STEP	BA	BA + 15	BA + 18	BA + 24	MA or BA + 45	MA + 15	MA + 24
0	28,656	30,089	30,375	30,948	32,381	33,814	34,674
1	29,802	31,235	31,522	32,095	33,528	34,960	35,820
2	30,948	32,381	32,668	33,241	34,674	36,107	36,966
3	32,095	33,528	33,814	34,387	35,820	37,253	38,112
4	33,528	34,960	35,247	35,820	37,253	38,686	39,545
5	34,960	36,393	36,680	37,253	38,686	40,118	40,978
6	36,393	37,826	38,112	38,686	40,118	41,551	42,411
7	37,826	39,259	39,545	40,118	41,551	42,984	43,844
8	39,545	40,978	41,265	41,838	43,271	44,703	45,563
9	41,265	42,697	42,984	43,557	44,990	46,423	47,282
10	42,984	44,417	44,703	45,276	46,709	48,142	49,002
11	44,703	46,136	46,423	46,996	48,429	49,861	50,721
12-14	46,423	47,856	48,142	48,715	50,148	51,581	52,440
15-19	47,856	49,288	49,575	50,148	51,581	53,014	53,873
20-24	49,575	51,008	51,294	51,867	53,300	54,733	55,593
25+	51,294	52,727	53,014	53,587	55,020	56,452	57,312

STEPHENSON AREA PUBLIC SCHOOLS  
2007-08 ANNUITY SCHEDULE  
YEAR 1

STEP	BA	BA + 15	BA + 18	BA + 24	MA or		
					BA + 45	MA + 15	MA + 24
0	207	217	220	224	234	244	251
1	212	223	225	229	240	250	257
2	221	231	233	238	248	259	265
3	229	240	242	246	257	267	274
4	238	248	250	255	265	276	282
5	248	259	261	265	276	287	293
6	259	270	272	276	287	297	304
7	270	280	282	287	297	308	314
8	280	291	293	297	308	318	325
9	293	304	306	310	321	331	338
10	306	316	318	323	333	344	350
11	318	329	331	335	346	357	363
12	331	342	344	348	359	369	376
13	344	354	357	361	371	382	388
14	344	354	357	361	371	382	388
15	344	354	357	361	371	382	388
16	354	365	367	371	382	393	399
17	354	365	367	371	382	393	399
18	354	365	367	371	382	393	399
19	354	365	367	371	382	393	399
20	354	365	367	371	382	393	399
21	367	378	380	384	395	405	412
22	367	378	380	384	395	405	412
23	367	378	380	384	395	405	412
24	367	378	380	384	395	405	412
25	367	378	380	384	395	405	412
25+	380	391	393	397	408	418	425

Must have annuity by 6/30/08

STEPHENSON SCHOOLS  
2008-09 1.25% INCREASE WITH STEPS  
year 2

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

STEP	BA	BA + 15	BA + 18	BA + 24	MA or BA + 45	MA + 15	MA + 24
0	29,014	30,465	30,755	31,335	32,786	34,237	35,107
1	30,175	31,625	31,915	32,496	33,946	35,397	36,268
2	31,335	32,786	33,076	33,656	35,107	36,558	37,428
3	32,496	33,946	34,237	34,817	36,268	37,718	38,589
4	33,946	35,397	35,687	36,268	37,718	39,169	40,039
5	35,397	36,848	37,138	37,718	39,169	40,620	41,490
6	36,848	38,298	38,589	39,169	40,620	42,070	42,941
7	38,298	39,749	40,039	40,620	42,070	43,521	44,391
8	40,039	41,490	41,780	42,360	43,811	45,262	46,132
9	41,780	43,231	43,521	44,101	45,552	47,003	47,873
10	43,521	44,972	45,262	45,842	47,293	48,744	49,614
11	45,262	46,713	47,003	47,583	49,034	50,484	51,355
12-14	47,003	48,453	48,744	49,324	50,775	52,225	53,096
15-19	48,453	49,904	50,194	50,775	52,225	53,676	54,546
20-24	50,194	51,645	51,935	52,515	53,966	55,417	56,287
25+	51,935	53,386	53,676	54,256	55,707	57,158	58,028



STEPHENSON AREA PUBLIC SCHOOLS  
2008-09 ANNUITY SCHEDULE  
YEAR 2

STEP	BA	BA + 15	BA + 18	BA + 24	MA or		
					BA + 45	MA + 15	MA + 24
0	212	223	225	229	240	250	257
1	215	226	228	232	243	254	260
2	224	234	236	241	251	262	269
3	232	243	245	249	260	271	277
4	241	251	254	258	269	279	286
5	251	262	264	269	279	290	297
6	262	273	275	279	290	301	307
7	273	284	286	290	301	312	318
8	284	294	297	301	312	322	329
9	297	307	309	314	325	335	342
10	309	320	322	327	337	348	355
11	322	333	335	340	350	361	368
12	335	346	348	352	363	374	380
13	348	359	361	365	376	387	393
14	348	359	361	365	376	387	393
15	348	359	361	365	376	387	393
16	359	370	372	376	387	398	404
17	359	370	372	376	387	398	404
18	359	370	372	376	387	398	404
19	359	370	372	376	387	398	404
20	359	370	372	376	387	398	404
21	372	383	385	389	400	410	417
22	372	383	385	389	400	410	417
23	372	383	385	389	400	410	417
24	372	383	385	389	400	410	417
25	372	383	385	389	400	410	417
25+	385	395	398	402	413	423	430

Must have annuity by 6/30/09

STEPHENSON SCHOOLS  
2009-10 1.25% INCREASE WITH STEPS  
year 3

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

STEP	BA	BA + 15	BA + 18	BA + 24	MA or BA + 45	MA + 15	MA + 24
0	29,377	30,846	31,140	31,727	33,196	34,665	35,546
1	30,552	32,021	32,315	32,902	34,371	35,840	36,721
2	31,727	33,196	33,490	34,077	35,546	37,015	37,896
3	32,902	34,371	34,665	35,252	36,721	38,190	39,071
4	34,371	35,840	36,134	36,721	38,190	39,659	40,540
5	35,840	37,309	37,603	38,190	39,659	41,128	42,009
6	37,309	38,778	39,071	39,659	41,128	42,597	43,478
7	38,778	40,246	40,540	41,128	42,597	44,066	44,947
8	40,540	42,009	42,303	42,890	44,359	45,828	46,709
9	42,303	43,772	44,066	44,653	46,122	47,591	48,472
10	44,066	45,534	45,828	46,416	47,885	49,353	50,235
11	45,828	47,297	47,591	48,178	49,647	51,116	51,997
12-14	47,591	49,060	49,353	49,941	51,410	52,879	53,760
15-19	49,060	50,528	50,822	51,410	52,879	54,347	55,229
20-24	50,822	52,291	52,585	53,172	54,641	56,110	56,991
25+	52,585	54,054	54,347	54,935	56,404	57,873	58,754

STEPHENSON AREA PUBLIC SCHOOLS  
2009-10 ANNUITY SCHEDULE  
YEAR 3

STEP	BA	BA + 15	BA + 18	BA + 24	MA or		
					BA + 45	MA + 15	MA + 24
0	215	226	228	232	243	254	260
1	218	228	231	235	246	257	263
2	226	237	239	244	255	265	272
3	235	246	248	252	263	274	281
4	244	255	257	261	272	283	289
5	255	265	268	272	283	294	300
6	265	276	279	283	294	305	311
7	276	287	289	294	305	316	322
8	287	298	300	305	316	326	333
9	300	311	313	318	329	339	346
10	313	324	326	331	342	353	359
11	326	337	339	344	355	366	372
12	339	350	353	357	368	379	385
13	353	363	366	370	381	392	398
14	353	363	366	370	381	392	398
15	353	363	366	370	381	392	398
16	363	374	376	381	392	403	409
17	363	374	376	381	392	403	409
18	363	374	376	381	392	403	409
19	363	374	376	381	392	403	409
20	363	374	376	381	392	403	409
21	376	387	390	394	405	416	422
22	376	387	390	394	405	416	422
23	376	387	390	394	405	416	422
24	376	387	390	394	405	416	422
25	376	387	390	394	405	416	422
25+	390	400	403	407	418	429	435

Must have annuity by 6/30/10

**2007-2010 SCHOOL YEAR  
ADVISOR SALARIES  
1.25, 1.25, 1.25 INCREASE**

% ON BASE	
2007-2008	\$28,656.00
2008-2009	\$29,014.00
2009-2010	\$29,377.00

	%	2007-2008	2008-2009	2009-2010
1. Play Director . . . . .	4.50	\$1,289.52	\$1,305.63	\$1,321.97
2. Annual Director . . . . .	9.00	\$2,579.04	\$2,611.26	\$2,643.93
3. Band Director . . . . .	9.20	\$2,636.35	\$2,669.29	\$2,702.68
4. Vocal . . . . .	3.00	\$859.68	\$870.42	\$881.31
5. Business Professionals of America #1 . . . . .	6.10	\$1,748.02	\$1,769.85	\$1,792.00
Business Professionals of America #2 . . . . .	4.10	\$1,174.90	\$1,189.57	\$1,204.46
6. American Field Service . . . . .	2.90	\$831.02	\$841.41	\$851.93
7. National FFA Organization - Head . . . . .	5.00	\$1,432.80	\$1,450.70	\$1,468.85
National FFA Organization - Assistant . . . . .	3.00	\$859.68	\$870.42	\$881.31
8. Class Advisors   Seniors #1 . . . . .	3.90	\$1,117.58	\$1,131.55	\$1,145.70
Seniors #2 . . . . .	3.90	\$1,117.58	\$1,131.55	\$1,145.70
Juniors #1 . . . . .	3.90	\$1,117.58	\$1,131.55	\$1,145.70
Juniors #2 . . . . .	3.90	\$1,117.58	\$1,131.55	\$1,145.70
Sophomores #1 . . . . .	1.90	\$544.46	\$551.27	\$558.16
Freshman #1 . . . . .	1.90	\$544.46	\$551.27	\$558.16
8th Grade #1 . . . . .	1.50	\$429.84	\$435.21	\$440.66
7th Grade # 1 . . . . .	1.50	\$429.84	\$435.21	\$440.66
6th Grade/classroom 07-08 (2) 08-10 (1) . . . . .	1.70	\$487.15	\$493.24	\$499.41
5th Grade/classroom (3) . . . . .	1.70	\$493.24	\$499.41	\$499.41
9. Driver Education . . . . .	16.00/17.00			
10. Department Heads (9) . . . . .	3.60	\$1,031.62	\$1,044.50	\$1,057.57
12. SADD . . . . .	2.50	\$716.40	\$725.35	\$734.43
Science Olympiad . . . . .	3.70	\$1,060.27	\$1,073.52	\$1,086.95
13. Art Club . . . . .	2.50	\$716.40	\$725.35	\$734.43
14. Honors Advisor(s)				
HI Q . . . . .	1.90	\$544.46	\$551.27	\$558.16
National Honor Society . . . . .	1.90	\$544.46	\$551.27	\$558.16
Student Council . . . . .	3.70	\$1,060.27	\$1,073.52	\$1,086.95
15. Tech Club - Head . . . . .	2.50	\$716.40	\$725.35	\$734.43
16. Newspaper . . . . .	2.50	\$716.40	\$725.35	\$734.43

Attendance at conferences approved in advance by the administration.

- a. Travel expenses by personal car will be reimbursed at the IRS rate per mile plus actual expenditures for tolls.
- b. Cost for lodging and meals will be reimbursed at a rate equal to maximum of \$75/day, if traveling with one or more persons of the same sex; if traveling alone, the rate shall be \$90/day.

Tech Club assistant will be hired when the number of participants exceeds 18

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

Longevity increases every 2 years (limit 3) for union staff members only

%	longevity increase %
2.0 and below	0.25
2.1 - 4.0	0.50
4.1 - 6.0	0.75
6.1 - up	1.00

**SCHEDULE "B" ATHLETIC SALARIES  
2007-2010 SCHOOL YEAR  
1.25, 1.25, 1.25 INCREASE**

<u>% ON BASE</u>	
2007-2008	\$28,656.00
2008-2009	\$29,014.00
2009-2010	\$29,377.00

	<u>%</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
<b>1. FOOTBALL</b>				
Head Coach . . . . .	14.50	\$4,155.12	\$4,207.03	\$4,259.67
Assistant Varsity Coach #1 . . . . .	9.60	\$2,750.98	\$2,785.34	\$2,820.19
Assistant Varsity Coach #2 . . . . .	7.30	\$2,091.89	\$2,118.02	\$2,144.52
Junior Varsity Coach . . . . .	11.60	\$3,324.10	\$3,365.62	\$3,407.73
Assistant Junior Varsity Coach . . . . .	7.30	\$2,091.89	\$2,118.02	\$2,144.52
<b>2. BASKETBALL</b>				
Boys' Head Coach . . . . .	14.50	\$4,155.12	\$4,207.03	\$4,259.67
Boys' Junior Varsity Coach . . . . .	11.60	\$3,324.10	\$3,365.62	\$3,407.73
Boys' 8th Grade Coach . . . . .	4.80	\$1,375.49	\$1,392.67	\$1,410.10
Boys' 7th Grade Coach . . . . .	4.80	\$1,375.49	\$1,392.67	\$1,410.10
Girls' Head Coach . . . . .	14.50	\$4,155.12	\$4,207.03	\$4,259.67
Girls' Junior Varsity Coach . . . . .	11.60	\$3,324.10	\$3,365.62	\$3,407.73
Girls' 8th Grade Coach . . . . .	4.80	\$1,375.49	\$1,392.67	\$1,410.10
Girls' 7th Grade Coach . . . . .	4.80	\$1,375.49	\$1,392.67	\$1,410.10
<b>3. TRACK AND CROSS COUNTRY</b>				
Boys' Head Track Coach . . . . .	11.60	\$3,324.10	\$3,365.62	\$3,407.73
Boys' Assistant Track Coach . . . . .	7.70	\$2,206.51	\$2,234.08	\$2,262.03
* Boys' #2 . . . . .	4.80	\$1,375.49	\$1,392.67	\$1,410.10
Boys' Junior High Track Coach . . . . .	4.80	\$1,375.49	\$1,392.67	\$1,410.10
* Boys' Junior High Track #2 . . . . .	3.00	\$859.68	\$870.42	\$881.31
Girls' Head Track Coach . . . . .	11.60	\$3,324.10	\$3,365.62	\$3,407.73
Girls' Assistant Track Coach . . . . .	7.70	\$2,206.51	\$2,234.08	\$2,262.03
* Girls' #2 . . . . .	4.80	\$1,375.49	\$1,392.67	\$1,410.10
Girls' Junior High Track Coach . . . . .	4.80	\$1,375.49	\$1,392.67	\$1,410.10
* Girls' Junior High #2 . . . . .	3.00	\$859.68	\$870.42	\$881.31
Cross Country Coach . . . . .	10.50	\$3,008.88	\$3,046.47	\$3,084.59
Cross Country Assistant Coach . . . . .	5.80	\$1,662.05	\$1,682.81	\$1,703.87
<b>4. VOLLEYBALL</b>				
Girls' Head Coach . . . . .	14.50	\$4,155.12	\$4,207.03	\$4,259.67
Girls' Junior Varsity Coach . . . . .	11.60	\$3,324.10	\$3,365.62	\$3,407.73
<b>5. GOLF</b>				
Head . . . . .	7.70	\$2,206.51	\$2,234.08	\$2,262.03
<b>6. CHEERLEADING</b>				
Head . . . . .	7.70	\$2,206.51	\$2,234.08	\$2,262.03
Junior High . . . . .	3.90	\$1,117.58	\$1,131.55	\$1,145.70
7. Timer & Scorer . . . . .	\$9.00 each/game			
8. Filming Games (Staff Only) . . . . .	\$8.50/game			
9. Cheerio Bus Chaperones** per bus \$15.00/30.00				
**Under 25 miles radius = \$15	Over 25 mile radius = \$30			
Split total if more than one chaperone; funded by student charge				
10. Starting 2006-07, staff (union members) coaches will receive one percent increase on the base for every two years of continuous service in the same position. Head coaches will have a maximum of 5 increases. Assistant coaches will have a minimum of 3 increases.				
11 Assistant Varsity Football coach # 2 - hired when # of athletes exceed 30				
Assistant Varsity Track coach # 2 - hired when # of athletes exceed 36				
Jr. High Track assistant coach - hired when # of athletes exceed 18				
Assistant HS Cheerleading coach will be hired when # of athletes exceeds 18				

Official confirmation of ratification of new 2007-2008, 2008-2009 and 2009-2010 Master Agreement consummated as of June 29, 2007 by the Board of Education of the Stephenson Area School District and the Upper Peninsula Education Association.

Education Association:

Board of Education:

Michael P. Lyons      10-2-07  
President, MEA/SEA      Date

By: Haili M. Fomeny      10/2/07  
President      Date

Craig A. Hartup      10-2-07  
Chief Negotiator      Date

Ronald C. Zahorka      10/2/07  
Secretary      Date

Debbie Kapplinger      10-2-07  
Negotiating Committee      Date  
Member