Collective Bargaining Agreement
Between the

Stephenson Area Public Schools
Board of Education

and the

Stephenson Area Public Schools
Teacher Association (SEA)

2026-2029

TABLE OF CONTENTS

Preamble 3
Witnesseth 3
Article I Recognition 3
Article II Teacher Rights 4
Article Ill Board of Education Rights 4
Article IV Professional Compensation 5
Article V Teaching Hours 6
Article VI Teaching Load 7
Article VII Teaching Conditions 8
Article VIII Teacher Evaluation 1O
Article IX Vacancies and Transfers 1O
Article X Classroom Teacher Placement 11
Article XI Reduction in Personnel (Layoff and Recall) 11
Article XII Sick Leave 11
Article XIII Leave of Absence 12
Article XIV Protection of Teachers 15
Article XV Staff Discipline 15
Article XVI Negotiation Procedures 16
Article XVII Grievance Procedure 17
Article XVIII Miscellaneous Provisions 20
Article XIX Insurance Protection 21
Article XX Summer Employment 23
Article XXI Strike Prohibition 23
Article XXII Agreements Contrary to Law 23
Article XXIII Academic and Professional Responsibility 24
Article XXIV Voluntary Union Membership 24
Article XXV Emergency Financial Manager 24
Article XXVI Merit Pay 24
Article XXVII Compensation 25
Article XXVIII Duration of Agreement 26
Signatures-Confirmation of Ratification 26
Salary Schedule 2026-2029 27
Salary Schedule C Athletic Salaries 28
Salary Schedule B Advisory Salaries 29

PREAMBLE

This collective bargaining agreement (the "Agreement") is entered into on this 1st day of July 2026 by and between the Board of Education (the "Board") of Stephenson Area Public Schools (the "District") and the Stephenson Education Association (the "Association").

WITNESSETH

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

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

WHEREAS, the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act ("PERA"), MCL 423.201 *et seq.,* as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to set forth in writing and publicly declare. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I: Recognition

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section 11 of PERA. for certified teaching personnel employed or to be employed by the Board (whether or not assigned to a public-school building), but excluding per diem substitutes, Community School employees, supervisory, executive personnel, office and clerical employees and all other employees. The term "teacher" or "employee" when used in this Agreement shall refer to all employees represented by the Association in the bargaining unit as defined above.

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

C. Nothing contained herein shall be construed to deny or restrict to any teacher the rights they may have under the Revised School Code, PERA, or the Michigan Teachers' Tenure Act.

D. Teachers hired into Stephenson Area Public Schools, who have had a break in service with the Michigan Office of Retirement Services (ORS) due to a layoff, retirement, resignation, or termination may fill positions for short periods of time not to exceed one year and will be placed on the salary scale in accordance with Article IV.I Professional Compensation. Each year these teaching positions filled with such an individual will be posted. Those individuals who have a break in service with ORS, due to a retirement and are actively collecting retirement benefits do not earn or maintain seniority. Individuals who have had a break in service to due to layoff, resignation, or termination may earn seniority upon being hired into the district.

ARTICLE II: Teacher Rights

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

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

ARTICLE III: Board of Education Rights

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion; and to promote, and transfer all such employees in accordance with all provisions of the Revised School Code and the PERA;

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for all students, all as deemed necessary or advisable by the Board;

4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

5. To monitor and ensure that all student instruction is in accordance with best practices for optimal student achievement;

6. To make reasonable provisions for the health, safety, and first aid of its employees during hours of employment; and

7. To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers and other employees with respect thereto.

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

ARTICLE IV: Professional Compensation

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

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

C. All teacher salaries shall be spread over twenty-one (21) or twenty-six (26) pay periods at the employee's option on a bi-weekly basis. Employees shall notify the District on the appropriate form during the first week of school of the school year in which the change is to take effect. Once the 21 or 26 pay periods has been elected by the employee, he/she shall continue with the option selected for the remainder of the year unless administrative approval has been obtained to change it. In years when twenty-two (22) or twenty-seven (27) pays occur, the Superintendent or designee will notify the Association President. Newly hired employees shall select the option upon being hired.

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

E. A teacher or teachers shall be released from regular duties without loss of salary for the purpose of participating in the area, regional or state meetings of the Michigan Education Association, not to exceed a total of twelve (12) days for all certificated personnel in any one school year. These days shall be used at the discretion of the Association President for the purposes intended upon three (3) days notification, except in case of emergency. Use of these days shall be based on the availability of qualified substitutes. A "qualified" substitute shall be defined as a substitute teacher on the District's substitute list. Not more than three (3) days shall be taken consecutively by any one person without the prior approval of the Superintendent. The Association shall reimburse the Board for the cost of the substitute and the employee's retirement for all days beyond six (6).

F. The Board shall determine the salaries for those teachers who agree to be employed through a federal or state program, which may or may not be partially funded by said entities. In no case shall salaries be determined by arbitrary and capricious means. Said salaries shall be based upon professional training and the available funding to conduct the program.

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

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

I. Teachers hired into Stephenson Area Public Schools, including new and certified teachers with a break in service due to resignation or retirement or termination, will be given credit for up to three completed relevant years of teaching. Relevant experience includes public school, charter and private school (with certification and relevant experience), long term substitute (90+ days), and relevant CTE-aligned professional experience may be credited. Additional years of credit may be awarded at the discretion of the Superintendent and administration with input from association leadership. Teachers with a break in service will be eligible for paid time off (PTO) accumulation and pay out according to the terms in this contract.

J. Each year of military service following teacher certification will count as one full year of teaching up to three (3) years.

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

L. Teachers who are working before or after regular school hours on curriculum or other related projects (e.g., Credit Recovery, School Improvement, etc.) are to be compensated at the extra duty rate of a minimum of $35. (see Schedule B) Paid hours will be only those approved by a Principal and Superintendent. Prior approval and proper paperwork must be attained and completed for pay. Released time during the regular teaching day, extended days as negotiated, in-service days, time compensated elsewhere such as through the ISD or grant projects, Special Education IEPC's, or other similar times are not eligible for extra compensation.

M. The SAPS teaching staff will be paid $150.00 per student per semester for each individual course they are assigned using any of the district approved, third party virtual learning platforms. This includes core and elective courses as well as full time virtual students, part-time students, shared time students, and credit recovery students if a TOR is required. Any student who is enrolled in and has shown progress in a class at any point in the semester shall be added to the teacher's case load. Any SAPS teaching staff member assigned to students in the virtual classroom, as part of their daily assigned schedule, on site, by period, is exempt and their compensation is attached to the assigned period per the existing master agreement. It is understood that every effort will be made to schedule students into available on-site elective course sections as part of the master schedule build process. The SAPS instructor assigned as a teacher of record is responsible for initiating and maintaining appropriate two-way contacts as set forth by the pupil accounting auditor and will be responsible for monitoring course progress, grades, making parent contacts when appropriate, modify lessons and/or courses when appropriate, provide instruction when requested, and entering end of semester final grades or pass/fail status in PowerSchool. The instructor will be compensated in each case for students enrolled during the virtual count window. This payment is due to the teacher even if the student fails to complete the course or moves out of the district prior to completion. Payment shall be made to the teacher in December for the fall semester and in May for the spring semester in an off payroll week. TOR's should work with building leadership in evaluating the effects of virtual instruction on pupils and allowed to make recommendation to allow for further virtual instruction or denial of future enrollment in a virtual course.

ARTICLE V: Teaching Hours

A. For the 2026-2029 school years, the teacher's normal teaching hours in the District shall be as follows

1. Teachers are to report to the building assigned 15 minutes prior to the start of the students' instructional day. Teachers are to be available to assist students in preparation for the instructional day. At the end of the instructional day, teachers are to be actively involved in the process to assist in an orderly dismissal from school to buses or other transportation. Teachers are to remain in the building to which they are assigned for 15 minutes following student dismissal.

2. Staff shall meet up to a maximum of 90 minutes a month. The administrator will distribute

agendas to the teacher no later than one day in advance. Teachers may suggest items for the agenda. Teachers are expected to attend the meeting unless excused in advance by the administrator. Meetings may consist of a department meeting, grade level, building level or full staff. Reminder: meetings may be in the morning.

3. When, in the judgment of the Superintendent, 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 the all-call system or other suitable avenues determined by the Board.

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

5. Employees shall dress in a manner appropriate to their workstation.

B. The Board recognizes the principle of a standard work week and will set work schedules and make professional assignments which can reasonably be completed within such standard work week. The Board will not require teachers regularly to work more than such standard work week within or outside of any school building.

C. Arrangements will be made to provide a duty-free, uninterrupted lunch period. Lunchroom supervision will be done by aides unless employees participate in the lunch supervision rotation. (Article X(D)(5)).

ARTICLE VI: Teaching Loads

A. The teaching load of instructors will be determined by the Board after review of the current student achievement data and the need to deliver program to students. Secondary and Middle School teachers shall teach five (5) and one-half (1/2) instructional periods and have one preparation period per day equal to the length of a standard class period. Elementary teachers shall have at least 195 minutes of preparation time per week. Administration will work to have additional preparation time whenever possible.

B. The administration shall finalize all teaching assignments in consultation with the teachers whenever possible.

C. The administration agrees to provide all teachers with a tentative teaching schedule and assignment on or prior to June 25th annually. All teachers are required to provide documentation of any state certification changes to the Superintendent prior to the start of the school year, reflecting changes over the past year.

D. Employees requested to substitute for other employees during their daily preparation period can voluntarily agree to accept such duty to cover another teacher's absence from class. The volunteer teachers can choose to request compensation at the extra duty rate per class and submit the appropriate paperwork. In the event there is no volunteer available and it becomes necessary for the appropriate building administrator to assign another teacher to cover an absent teacher's class, he/she will be reimbursed at the extra duty rate per class. The appropriate paperwork will be submitted by the building administrator with signature of teacher.

Reimbursement for a fractional class period will be prorated based on actual time spent in the classroom.

E. On the second Thursday of September, December, March, and May at 3:30 p.m. in the District office, the Association Executive Committee and administration, including the Superintendent, will meet to address Master Agreement issues, current or anticipated. The Superintendent will send a reminder email one week ahead of time asking for agenda items to be returned to her/him. On the Monday preceding the meeting day, the Superintendent will email a copy of the agenda to each member of the Quarterly Conference Team or email a cancellation notice if no items are received 48 hours before the start of the meeting. Minutes will go to Association members, administration, and all Board members. The District is responsible for recording and distributing the approved minutes.

F. Secondary and Middle School teachers may agree to teach on a permanent basis during their preparation period for 1/5 their rate of pay. Elementary teachers who may agree to teach a special on a permanent basis during their preparation period shall have compensation equal to their prorated contract rate. This would be based on need as determined by the administration.

ARTICLE VII: Teaching Conditions

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

B. The parties recognize that their joint efforts should be directed to the enhancement of teaching and learning. Faculty quality and pupil/teacher contact are positive variables that affect student achievement. Whenever possible, the pupil/teacher ratio should be lowered if the financial position of the District allows this to occur.

C. Elementary schools, grades kindergarten through five inclusive, should be as follows where possible in core academic areas:

1. Kindergarten 22 pupils

2. Grades 1-5 27 pupils

3. When it is necessary to have a combined class (two grades in a core general education room), the parties agree the District shall assign a paraprofessional or certified teacher aide to said classroom on a full-time basis. The goal is to have the best team of professionals in this setting and the instructor has significant input as to the assignment of the paraprofessional or certified teacher aide. The teacher of the core combined classroom shall be paid a stipend of an additional $5,000.00 (five thousand dollars) annually as both parties acknowledge that there will be an additional workload from the normal teaching assignment (elementary classes).

D. In secondary grades, six through twelve inclusive, the ratio of pupils to teachers and other professional employees of the high school and middle school shall average 27:1wherever possible. The administration will try to achieve the best or manageable balance possible in both elementary and secondary grades. Only an employee's time actually devoted to duties in the high school may be counted in determining the pupil/teacher ratio. Teachers who do not average 27:1 may have students taking online classes assigned to their classrooms for the hour and monitoring student progress shall count toward the 27:1 average. It is understood that Physical Education and Music classes at all levels will attempt to average under 40 students.

E. The Board recognizes that appropriate materials, including but not limited to support technology, texts, and other relevant support materials are essential. The parties will confer annually for the purpose of improving the selection and use of such educational tools. Teachers shall be consulted and involved in the selection of education supplies and equipment.

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

G. The Board shall make available an adequate lunchroom, restrooms, and lavatory facilities exclusively for teacher use, and at least one room appropriately furnished which shall be reserved for the faculty.

H. The Board will provide the necessary equipment and aides for teachers to communicate with parents and for other educational purposes.

I. The Association is granted the privilege of installing appropriate vending machines in the teachers' workroom with the proceeds going to the existing Teachers' Fund. The District shall incur no liability for monitoring of such funds from the vending machines.

J. Adequate parking facilities shall be made available for teachers separate from students.

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

L. Elementary teachers will be responsible to provide/support at least one evening program during the school year. All teachers will attempt to attend either graduation or the awards ceremony during the school year.

M. All teachers shall be visible outside their classrooms during passing periods whenever possible.

N. A Mentor Teacher shall be defined as a Master Teacher, a college professor, or a retired Master Teacher as identified in section 1526 of the School Code as in effect or as amended, and shall

perform the duties of a Master Teacher as specified in the code. Each teacher in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher, in a joint decision by the Association and the Administration, who can offer assistance, resources, and information in a nonthreatening, collegial fashion. A Mentor Teacher shall be assigned in accordance with the following:

1. Participation as a Mentor Teacher shall be voluntary

2. The district shall immediately notify the Association of those members requiring a mentor assignment or any mentor change.

3. The assignment of the Mentor Teacher shall be finalized within the first month of school.

4. Every effort shall be made to match Mentor Teacher and Mentees who work in the same building and have the same area of certification. In the absence of any willing teachers to serve as a mentor, administration reserves the right to appoint a teacher to serve as a mentor to comply with (MCL 380.1526), which requires districts to assign mentors to new teachers for the first three (3) years.

5. Mentees shall only be assigned to one (1) Mentor Teacher at one time.

6. The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher, Mentee, and Administration at the end of each semester. The appointment may be renewed in succeeding years.

7. Mentor Teachers will be paid an annual amount according to the following schedule per mentee. This pay will be paid out in December and May in an off-payroll week.

   Year 1 - $300
   Year 2- $250
   Year 3- $200

O. Protection of Teachers: If any student repeatedly disrupts the class and appears to be emotionally disturbed, the concerned teacher shall report such students to the Superintendent or principal. The teacher and the principal will work with the family to determine if a Functional Behavior Assessment and/or a Behavior intervention Plan is appropriate for the student.

1. Assault, threat, Harassment: Any case of physical aggression, or assault, upon a teacher shall be reported to the Board of Education. After suitable investigation of aggression or assault on a teacher, the Board will reimburse the bargaining unit member for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises not involving intentional misconduct or personal negligence on the part of the teacher. The district will determine the cost of reimbursement to the employee for lost or damaged personal property on a case-by-case basis.
2. Harassment or threatening behavior consisting of any words or deeds that intimidate a bargaining unit member or reasonably cause concern for their physical and/or psychological well-being is strictly forbidden. Any student, parent, visitor, staff member, or agent of the Board who is found to have threatened a bargaining unit member will be subject to discipline and or reported to the authorities.
3. Complaints from parents: Any consistent and severe complaints directed to the Administration by a parent of a student shall be promptly called to the attention of the teacher.
   a. In the event of a written reprimand, the teacher shall be informed of any complaining parents' name.

ARTICLE VIII: Teacher Evaluation

A. See Appendix – 1. Placement of Classroom Teachers & 3. Evaluation of Classroom Teachers

ARTICLE IX: Vacancies and Transfers

A. A vacancy shall be defined as any position, either newly created or a present position that is not filled, which the Board intends to fill.

B. No later than thirty (30) days following ratification of this Agreement, and by September 30th thereafter, the administration (in consultation with Association leadership) shall prepare and post in every building of the District a seniority list. Employees shall be ranked on the seniority list from most senior to least senior. If an employee does not object to her/his placement on the seniority list within thirty (30) days of the posting, that list shall become final.

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

D. Qualifications are determined by the administration and may be defined to include the following:

1. Certified to teach the discipline assigned;
2. Advanced credit hours beyond minimum certification requirements;
3. Educationally related workshops and/or professional training in areas related to the employee's employment; and/or
4. Past performance as revealed through formal evaluations.

ARTICLE X: Classroom Teacher Placement

A. See Appendix – 1. Placement of Classroom Teachers & 3. Evaluation of Classroom Teachers

ARTICLE XI: Reduction in Personnel (Layoff and Recall)

See Appendix – 2. Layoff/Recall of Classroom Teachers

ARTICLE XII: Sick Leave

A. Paid Time Off (PTO) All full time employees shall receive Personal Time Off (PTO) credit at the rate of thirteen (13) days and will be placed in a lump sum fashion in the employees paid time off bank at the beginning of each school year. If during a particular illness in any one year an employee does not have sufficient paid time off–accumulated, unless participating in the emergency leave bank, as defined below, that employee's salary shall be docked and then upon employee's written request, repaid to the employee up to the number of earned paid time off days in the second pay period in June of the contract year. When the maximum number of paid time off days is reached, deductions for paid time off taken will be made at the end of the school year rather than on a monthly basis.

1. Unused paid time off shall be cumulative to 130 days at the end of the school year annually.

2. Teachers shall be given written notice of paid time off available at the beginning of the school year. (Ex. This will be 143 days for employees who have accumulated 130 days the prior year.} The teacher shall be responsible for keeping a running account of paid time off throughout the balance of the school year.

3. If an employee terminates his/her service before the end of the contract term, a deduction will be made at the time that service terminates for all PTO used in excess of PTO earned

B. A voluntary per occurrence emergency leave bank may be established beginning with the 2019-2020 year as follows:

1. The Association shall establish and administer a voluntary emergency leave bank (ELB) for the benefit of teachers. The superintendent or designee will assist the association in keeping track of days in the ELB and list of donors.

2. When a teacher has exhausted their sick leave and a catastrophic health-related incident as occurred, a teacher may request voluntary donations of paid time off days from other employees covered under said agreement. The teacher or their representative will approach the Stephenson Education Association president in writing requesting paid time off contributions. A committee elected by the association membership annually, prior to the beginning of each school year, will administer the donated emergency leave bank.

3. Teachers will be able to donate paid time off days to the emergency leave bank. This donation will be on a completely voluntary and anonymous basis. If the paid time off donations are not used, the unused remaining days will remain in the bank until such time they are administered.

4. The Board shall in no way be responsible for the allocation of days to teachers or for naming or indicating the teachers who should donate days to the emergency leave bank. Such

matters shall be the sole and separate responsibility of the association. No grievance shall be filed by the association or any teacher on any matters which are specifically made the responsibility of the Association and not the Board. The Association agrees to indemnify and hold harmless the Board for any damages incurred by the Board with respect to the matters made solely the responsibility of the Association and not the Board.

C. Any teacher who is absent because of an injury or disease compensable under the Michigan Workers' Disability Compensation Law, shall receive from the Board the difference between the workers' compensation benefits and his/her regular pay for the number of days she/he is absent from teaching duties up to the limit of his/her accumulative leave in the sick bank with subtraction of sick leave. The Board reserves the right to request a statement from a physician in case of chronic, intermittent absences, mass absences, or upon evidence of abuse of sick leave. If a statement from a physician is requested, any expense of such statement shall be borne by the Board.

D. Procedure for notification of absence because of illness:

1. Please request your absence through the online substitute website no later than one hour prior to the start of the teacher's assigned arrival time if you plan to be absent for the day because of illness. A Report of Absence form must be submitted after an absence.

2. If extenuating circumstances exist, call the School Office prior to the start of the teacher's assigned arrival time.

3. The teacher's class list must be available to the substitute teacher.

4. Assignments and lesson plans will be provided for the substitute teacher.

5. A teacher will not be charged for sick day(s), personal leave, or discretionary leave applied for in the event school is canceled on those days.

ARTICLE XIII: Leave of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article IV shall be granted a leave of absence without pay for such time as is necessary to complete recovery from such illness up to eighteen (18) months that runs concurrently with long-term disability. Charges for the use of such days shall be at the minimum rate of one-half (1/2) day per time used. Such leave of absence must be requested by the teacher in writing upon use of accumulated sick leave. The intention to return to a teaching position during the next school year shall be made in writing prior to April 15.

B. Leaves of absence without pay chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

1. A maximum of ten (10) days per school year for a critical illness. Critical illness shall be defined as any illness serious enough to require medical attention or hospitalization of the employee or immediate family member. Immediate family members shall include the employee's spouse, child, stepchild, parent, parent of spouse, sibling, sibling of spouse, grandparents, grandchild, or a dependent in the employee's household.

2. One day when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.

3. Attendance at a ceremony awarding a degree to an employee for such portion of the day as necessary.

4. One day, except when travel requires additional time, for attendance at the school graduation of a child or spouse.

5. Time necessary for attendance at the funeral of a person whose relationship to the teacher warrants such attendance. Leave to be approved by the administration.

6. Death of an immediate family member shall have a limitation of three (3) days for each bereavement. Bereavement days do not have to be consecutive if a spring burial is necessary. Additional time may be granted by the Superintendent for extenuating circumstances. Immediate family members shall include the employee's spouse, child, stepchild, parent, parent of spouse, sibling, sibling of spouse, grandparents, grandchild, or a dependent in the employee's household. Not more than one day of sick leave shall be granted by the Board for the death of an uncle or aunt of the employee or of the spouse. Special consideration may be granted to the employee for persons who reside with the family.

7. Professional development requests must be approved by an administrator prior to making arrangements for the leave. All paperwork and reservations must be completed by the employee. These requests must be made in a timely manner. If a substitute has not been secured by 4:00 p.m. on the day prior, the leave will be canceled.

C. Leaves of absence without pay, other than those described in this Agreement, shall be granted at the discretion of the District.

D. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

1. Employees called for jury duty will be paid the difference between their pay as a juror and their regular salary. Such time as spent in jury duty will not be charged against personal business or sick leave. Any mileage fees paid by the court to the employee may be retained by the employee without the amount being deducted from his/her pay.

2. Court appearances as a witness in a case connected with the teacher's employment or of the District and involving no moral turpitude on the part of the employee as verified by the proofs.

3. Leave days with pay will not be granted for court appearances where the employee is a plaintiff in a lawsuit against the District and/or Board (excluding grievance procedures or unfair labor practices).

E. Two (2) Paid Time Off (PTO) days shall be granted when the employee accumulates 130 PTO days at the culmination of the previous year. All PTO must be approved by the teacher's immediate supervisor or the administrator designated by the Superintendent to authorize such leave. Total accumulation of PTO days is not to exceed 130 at the end of the current year. Any employee who accumulates more than 130 days Paid Time Off (PTO) days at the end of the school year annually shall be paid $100 per day in a onetime stipend to be paid out in a non-payroll week in May, thus reducing the number of PTO days to 130 days to start the following year. No more than three (3) days may be used at one time without prior approval or doctor’s note. PTO days will not be used on PD days without prior approval or doctor’s note.

1. Those desiring to use such leave shall submit their request to the administration five (5) days prior to the anticipated absence, except in cases of emergency. In such case, the employee shall apply as soon as possible. A Request of Absence form must be submitted before the absence.

2. Charges for the use of such days shall be at the minimum rate of one-half (1/2) day per time

used.

3. These days shall not be used on the first or last day of school, to extend holidays or vacations, on Parent-Teacher Conference days, or professional development/in-service days, unless under extenuating circumstances, to be determined individually in advance by the Superintendent. Use of these days shall be based on the availability of qualified substitutes. A "qualified" substitute shall be defined as a substitute teacher on the school's substitute list.

4. PTO may be used during hunting season, provided no more than ten percent (10%) of the staff uses the leave on any one day and provided that qualified substitutes are available. If more than ten percent (10%) of the staff applies for a day of discretion during hunting season for any one day, a drawing shall be held by the Association. Exceptions to the ten percent (10%) limit may be considered.

5. Personnel who participate in the breakfast/lunch supervision rotation are eligible for one (1) additional PTO day. The number of days staff would work per school year will vary according to the number of staff who sign up for the rotation.

6. Personnel who are requested to work outside of the regular calendar will be compensated the extra duty rate (Schedule B) with administrative approval.

F. Leave of absence without pay shall be granted upon application for the following purposes, provided a qualified substitute can be found:

1. Study related to the teacher's licensed field;

2. Study to meet state certification other than that held by the teacher; and/or

3. Study, research, or special teaching assignment involving probably advantage to the school system.

G. Military leaves of absence shall be granted in accordance with applicable law.

H. The Board may grant up to one (1) year leave of absence without pay for childcare or adoption. Details regarding when the teacher should cease employment or return to employment will be determined by the circumstances in each case and determined by the administration and the employee with the advice and assistance of a physician. This leave shall not result in a break in continuous service in the District (seniority) for leaves not exceeding one semester. In case of a leave exceeding one semester, the teacher shall retain the seniority she had at the date of the commencement of the leave of absence. In lieu of this provision, a teacher may elect to utilize the sick leave provisions of Article XI. In the event the adopting agency requires a period of childcare as part of the adoption procedure, the Board will grant an unpaid leave of absence for the period of time required by the adopting agency.

I. When a regular employee qualifies for retirement, is laid off, or severs employment the Board shall pay to the employee the amount of one-hundred dollars ($100) per day for an amount equivalent to accumulated sick days not used and shall be deposited into a 403b or 457 that aligns with District guidelines. Any employee who starts their last year of employment with the maximum number of accumulated sick leave days, shall be awarded the full ten (10) days at the end of his/her retirement year.

J. School employees who are elected or appointed as delegates, committee persons or officers of professional and educational organizations may be approved by the Board for time off from school duties without loss of pay to attend the professional meetings. Each request shall be judged on its own merits.

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

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

M. Leave of absence will be granted as per FMLA.

ARTICLE XIV: Protection of Teachers

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

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

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

D. If any teacher has a formal, legal complaint lodged against him/her, or is sued for reason of disciplinary action taken by the teacher against a student, the Board will render all reasonable assistance to the teacher in her/his defense.

E. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, provided the teacher has been found innocent of all charges.

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

ARTICLE XV: Staff Discipline

A. A teacher may only be discharged, demoted, or otherwise disciplined for a reason that is not arbitrary or capricious. The District reserves the right to apply disciplinary measures consistent with the severity of the infraction. The Board agrees to implement the concept of progressive

discipline for disciplinary decisions. The following progression of Discipline shall be followed prior to the imposition of any other economic discipline on any member of the bargaining unit.

1. Oral reprimand, then
2. Written reprimand, then
3. One day Suspension without pay, then
4. Three days Suspension without pay, then
5. Further Suspension without pay, then
6. Discharge

B. Any disciplinary action against a bargaining unit member involving suspension or discharge shall be subject to the grievance procedure.

ARTICLE XVI: Negotiation Procedures

A. It shall specifically be unnecessary for any party to negotiate or bargain upon any area covered or not covered by the terms of this Agreement. In all such instances, no new area shall be bargained or negotiated upon until this Agreement shall have been lawfully terminated or has expired or until there shall be mutual written agreement by and between the parties.

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

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

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

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

F. This Agreement is the result of extensive negotiations in which both parties had the right and the opportunity to submit proposals and to negotiate their proposals with the other party. This Agreement sets forth the parties full and entire understanding as to the matters expressed herein. This Agreement may only be modified in writing upon the mutual consent of the parties. All past practices and understandings between the parties not memorialized and incorporated in this Agreement are not enforceable.

ARTICLE XVII: Grievance Procedure

A. Definitions

1. A grievance is an alleged violation of a part or article of this contract.

2. The grievance may be filed by an individual who is under the terms and conditions of this agreement or may be a class action grievance which is a matter that impacts the entire bargaining unit.

3. Leave days' definition as stated in the article. (Days which school is in session)

B. Purpose

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

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

C. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services or failure to re-employ a probationary teacher shall not be a subject of the grievance procedure; and neither shall

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

D. Written grievances shall contain the following:

1. It shall be signed by the grievant(s) or at least one Association member.

2. It shall be specific and contain a synopsis of the facts giving rise to the alleged violation.

3. It shall cite the Article and subsections of the Agreement alleged to have been violated.

4. It shall contain the date of the alleged violation

5. It shall specify the relief requested.

E. **LEVEL ONE:**

Within fifteen (15) days of the alleged violation, or when the alleged violation should reasonably have been discovered, the employee(s) and/or the Association shall first meet with the building

principal to informally discuss the grievance. A record of the subject of the discussion shall be made and signed and dated by the building principal, the grievant and/or the Association. Within ten (10) days of the oral discussion, the building principal shall give their decision to the employee(s) and/or the Association. If the employee(s) and/or the Association are not satisfied with the decision of the building principal, the grievance shall be submitted in writing and advanced to the next level.

F. **LEVEL TWO:**

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

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

G. **LEVEL THREE:**

If the employee(s) and/or the Association is/are not satisfied with the disposition of the grievance at Level Two, the Union may elect to proceed to the Board level. The Board with its designee, no later than its regular meeting or two calendar weeks, whichever is later, shall hold a hearing on the grievance with an Association representative. The disposition of the grievance, in writing, by the Board shall be made no later than seven (7) days hereafter. A copy of such disposition shall be furnished to the Association.

H. **LEVEL FOUR:**

If the employee(s) and/or the Association is/are not satisfied with the disposition at Level 3, the Association may elect to proceed to arbitration. The Association shall inform the Board of the demand for arbitration and a copy of the filing shall be provided to the Board.

The arbitration process will be in accordance with the rules of the American Arbitration Association. The Michigan Employment Relations Commission shall be notified by the filing party. A list of available arbitrators shall be provided to the Board and the Association. Using a strike off procedure, the parties will arrive at agreement as to the selection of an arbitrator. Should an arbitrator be unable to jointly be agreed to, the parties will seek the assistance of MERC and an arbitrator will be provided to the parties to hear the case.

Prior to the actual filing for arbitration, the parties shall meet to discuss the issues and determine if a process of facilitative mediation would be an avenue to utilize prior to arbitration in order to resolve the matter under consideration. The mediator, should this process be agreed to, shall be trained under the program of mediation through the Supreme Court of Michigan Administrative Procedures. The mediator shall perform the facilitative process which may lead

to an acceptable outcome satisfactory to both parties. If this process is not agreed to, the matter will proceed directly to arbitration. Mediation which leads to an acceptable outcome is determined by the parties. The mediator has no power to issue a binding decision but must construct an acceptable resolution that both parties must agree to and will universally accept. The outcome of arbitration shall be a decision based upon the facts of the material presented and the arbitrator issues a ruling. The decision of the arbitrator shall be binding on both parties. Fees and expenses of the arbitration process will be the responsibility of the losing party.

1. The arbitrator shall have no power to add to, delete from, or revise the specific terms of this Agreement.

2. Only the grievance question shall be considered by the arbitrator. Addendum or additional grievances, unless agreed to by the parties, are prohibited.

I. Right to Representation

All parties shall have the right to be represented at mediation and/or arbitration by anyone who may be considered as a legitimate representative (including Association representative) acting in said capacity.

J. Miscellaneous

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

2. There shall be no reprisals of any kind by administrative personnel taken against any party in interest of his/her Association Representative, any member of the Grievance Committee, Appeal Committee, or Ad Hoc Committee, or any other participants in the procedure set forth herein by reason of such participation.

3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4. Timelines as to filing and to advance or respond to a grievance within this procedure shall be strictly adhered to by all parties unless mutual written agreement to extend a timeline has been reached and signed by the parties involved.

5. Any grievance arising hereunder shall be processed until resolution. In the event this Agreement shall have expired; the parties agree that this procedure shall continue in full force and effect during the negotiations of a successor agreement and that all grievances shall be processed by this procedure until a successor agreement has been ratified and signed by the parties at which time the terms of the new contract shall take effect and a new procedure, if any, shall be used.

6. Any agreement reached between the Association and the Board is binding on all individuals concerned and cannot be changed by any individual.

7. All preparation, filing, presentation or consideration of a grievance shall be held at times other than when an employee or participating Association representative are to be at their assigned duty stations unless mutual consent has been obtained beforehand.

ARTICLE XVIII: Miscellaneous Provisions

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

B. Procedure for Reports of Injuries to School Employees: The Board of Education of the Stephenson Area Public Schools carries compensation insurance on every teacher employed. In case of an accident, inform the Office of the Superintendent at once. Report all accidents, even those of a minor nature. School employees are covered by Workmen's Compensation insurance at all times, in and out of the community, providing the employee is considered working within the course of his/her employment at the time of injury.

C. This agreement represents the entire understanding between the parties on matters pertaining to wages, hours and working conditions and all permissible collective bargaining matters as permitted by law in accordance with the Public Employment Relations Act as amended. This agreement ha5'been bargained in accordance with all laws, federal and state.

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

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

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

G. Coaching and Extracurricular Provisions: The Board shall conduct an annual review of all school activities positions that are outside of the regular school day.

1. Any individual may be terminated from their extracurricular or athletic positions at any time. Any teacher or any individual working in an athletic coaching position may automatically be rehired for the following year as long as their final annual coaching evaluation rating is effective. The coaching evaluations will be completed within 30 days of the end of the season.

2. A member of the bargaining unit meeting the qualifications for the position and appointed to the position, shall be compensated in accordance with the salary rates established in the extracurricular activities and athletic salary schedule unless there are cancellations due to a government shutdown or local health emergency. For these athletic positions, coaches will be compensated if the season is canceled prior to the beginning of the season due to a pandemic, government shutdown, or local health emergency, provided the coach presents information of significant planning or startup activities in preparation for the season. If there are cancellations or disruptions to the activities, the percentage of compensation will be determined by the district, but the Board will consult with the Association.

3. The District may annually reopen extracurricular or coaching positions which are currently filled by non bargaining unit members. Qualified bargaining unit members who apply for the position(s), will be given hiring preference over other non-bargaining unit applicants. If no qualified bargaining unit members apply the district will fill the vacancy with a non-bargaining unit member they deem most appropriate and qualified for the position.

H. All currently employed teachers will receive a one-time payment of each year of this contract for a sum total of all teachers totaling $50,000. The payment will be distributed equally and will be distributed on the first pay period in December.

~~I.~~ Coaches will be paid according to the Schedule C pay grid and will be paid according to the following schedule: Fall Sports: August and December to be paid in an off-payroll week.Winter & Spring Sports: December and May in an off-payroll week on a separate payroll check.

1. A member of the bargaining unit meeting the qualifications for a Schedule B or C position and appointed to the position, shall be compensated in accordance with the salary rates established in the extracurricular activities and athletic salary schedule unless there are cancellations due to a government shutdown or local health emergency. For these positions, coaches and advisors will be compensated if the season or activity is canceled prior to the beginning of the season or activity due to a pandemic, government shutdown, or local health emergency, provided the coach or advisor presents information of significant planning or startup activities in preparation for the season or activity. If there are cancellations or disruptions to the activities, the percentage of compensation will be determined by the district, but the Board will consult with the Association. In the event a coach or advisor does not finish the season or activity, the bargaining unit member shall receive a prorated salary from the salary schedule based on the amount of time they worked.

ARTICLE XIX: Insurance Protection

Area Purchasing Agreement (APA)
Letter of Agreement

A. All qualifying employees will choose insurance from the plans available through the MESSA Upper Peninsula Area Purchasing Agreement (UPAPA). The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement. Plans will be decided by the Coalition Team each September for implementation on the following January 1. Should the District no longer participate in the UPAPA, or if the UPAPA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life and long-term disability benefits are still subject to this collective bargaining and are listed elsewhere in this Agreement.

B. It is understood that the Superintendent will request medical insurance bids every three years as required by law. The timing of these requests will coincide with the renewal dates or a minimum of three years for the APA. Any proposed changes to participation in the APA and/or the Medical Insurance Carrier is considered a working condition and must have Association and Board approval in order to be implemented.

C. Two delegates from the school (the Superintendent or Superintendent designee and one Association member chosen by the membership) will participate in the annual APA plan selection process. Both delegates will cast their votes in accordance with the wishes of the majority of the Association membership.

D. Insurance Information and Options

The Board shall pay no more than the Treasury defined caps under PA 152 for the medical benefit plan year beginning on January 1. This annual employer paid amounts shall adjust

annually at the beginning of each medical benefit plan coverage year, to the maximum payment permitted by Section 3 of the Public Funded Health Insurance Contribution Act.

PA 54 and PA 152 govern the administration of all insurances and compensation. When appropriate, Medicare MESSA Choices II or limited Medicare supplement and Medicare Part B premiums shall be paid on behalf of the employee, spouse, or dependents eligible for Medicare. In no case shall the premiums exceed the cap numbers defined above. Employees may select from the following options:

Effective January 1, 2020, health insurance options will be determined by the current MESSA **APA.**

The health insurance cap shall first be applied to medical premiums, then second to any payment, if any, made by the Board during the "medical benefit plan coverage year," toward Board reimbursement of copays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs.

Non-Medical Coverage: Per quote 352323

Dental

Diag & Prev:	100%
Basic Services:	90% (X-Rays)
Major Services:	90%
Annual Max:	$3000
Orthodontics:	80%
Lifetime Max:	$3000
Riders Included:	2 Cleanings
Plan Year:	Jan-Dec
Life Insurance	$75,000
AD&D Ins:	$75,000
Vision	VSP 3 Plus P 250CL
LTD	66 2/3%, Max $4500
Max. Monthly Salary	$6,750
Waiting Period	60 CDSW
Alcohol/Drug	Same as any other illness
Mental/Nervous	Same as any other illness
Soc. Sec. Offset	Family
Pre-exist Condition	Waived
COLA	Yes
SS Freeze	Yes

E. Non-Medical Only Option (CIL) The following amounts will be paid to the employee (cash in lieu of health insurance) on the conditions that: (1) If the employee voluntarily and in writing opts out of the health benefits coverage; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the PPACA: $6,000 for a family plan, $4,000 for a 2-person plan, and $2,000 for a single person plan. The Cash-In-Lieu sum to be paid out is for an annual, 12-month, Health Insurance

Plan, July 1 through June 30, to be paid out in the first pay period in December and first pay period in May on a separate check. The employee will not receive payment for any months the employee is not employed, i.e., late hire, or early retirement. Employment for new hires will be determined by the day set by the board upon board approval.

a. Any employee eligible for Health Insurance through the State of Michigan Office of Retirement Services will not be eligible for district provided Health Insurance or cash in lieu (CIL).

F. If the employee selects a MESSA insurance plan with and HSA, the Board will pre-fund the deductible amount annual to each employee's Health Savings Account by January 1 of the plan year or pro-rate in August for a new employee by way of payroll deduction. An employee who leaves the district, and has their Health Savings Account prefunded, will need to pay the district back the remaining balance within three (3) months of leaving the district.

G. The Board will provide the non-medical benefits for all benefit packages at no cost to the employee. Other MESSA options shall be available to all eligible employees at their own cost.

H. The cost for said options will be through payroll deduction. Part-time employees shall be entitled to pro-rated benefits in accordance with the time they are employed. Caps apply to all medical insurance in accordance with the caps. Consolidated Omnibus Reconciliation Act applies for all employees terminated or leaving the District. Persons retiring under MPSERS do not qualify for **COBRA.**

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

J. The Board holds the policy for the aforementioned benefits and is required by law to bargain in good faith as to the level and types of benefits. This Agreement expires on June 30, 2024, and therefore all provisions of this Agreement are open to negotiations as defined in the law. PERA governs all public sector collective bargaining. The Board will comply with all state and federal laws and conduct all negotiations within those legal definitions.

K. Where normally and to the extent provided as a part of the PAK, fringes shall include internal and external coordination of benefits. Other MESSA options shall be available to employees at their own expense on a payroll deduction basis, including annuities. Coverage, as described in this Agreement, shall take effect upon ratification and completion of the open enrollment period. All part-time employees shall receive pro-rated benefits in accordance with the time employed.

L. During the term of this agreement, should the Michigan Public Funded Health Insurance Contribution Act (PA 152 of 2011) be amended or repealed, the Association and District agree to meet to negotiate the District’s financial contributions to bargaining unit member’s health insurance premiums and other financial contributions allowed under PA 152.

ARTICLE XX: Summer Employment

A. Summer employment positions in the District's summer school shall be filled by the most highly qualified candidate available. The summer school positions will be filled first by teachers

regularly employed in the District if the applicants are the most highly qualified candidates to fill any such summer employment positions. Reimbursement for summer employment shall be at a rate equal to the extra duty rate.

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

ARTICLE XXI: Strike Prohibition

A. The Association recognizes that strikes (as defined by PERA) 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 programs.

B. Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any strike against the Board by any teacher or group of teachers. In the event a teacher, during the term of this Agreement, individually participates in a strike as presently defined by PERA against the Board and in violation of the Association's admonition and above agreed to prohibition, the Board shall have the right to discipline said striking teacher unless the strike was precipitated by the Board's failure to implement the award of an arbitrator under the binding arbitration clause in this Agreement.

ARTICLE XXII: Agreements Contrary to Law

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

ARTICLE XXIII: Academic and Professional Responsibility

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

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

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

D. The professional staff is committed to the Michigan Code of Educational Ethics of the educational profession as adopted by the Michigan Department of Education.

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

F. The implementation of the Code of Ethics of the Association.

ARTICLE XXIV: Voluntary Union Membership

Any full-time teachers in the bargaining unit may voluntarily:

1. Become members of the Association

ARTICLE XXV: Emergency Financial Manager

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 *et seq.,* may reject, modify, or terminated this Agreement as provided in the Act.

ARTICLE XXVII: COMPENSATION

INTENTIONALLY LEFT BLANK

ARTICLE XX.VIII: Duration of Agreement

This Agreement shall be effective as of July 1, 2026, and shall continue in effect until June 30, 2029. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated above.

BOARD OF EDUCATION OF STEPHENSON AREA PUBLIC SCHOOLS

By: _____
Its: President

_____
Date

By: _____
Its: Secretary

_____
Date

STEPHENSON AREA PUBLIC SCHOOLS TEACHERS ASSOCIATION

By: _____
Its: President

_____
Date

By: _____
Its: Vice President

_____
Date

2026-2027							
Step	BA	BA+15	BA+18	BA+24	BA+45/MA	MA+15	MA+24
1	43829	44794	46062	46807	48667	50527	51642
2	43829	44794	46062	46807	48667	50527	51642
3	43829	44794	46062	46807	48667	50527	51642
4	43829	45690	46062	46807	48667	50527	51642
5	45690	47550	47922	48667	50527	52387	53503
6	47550	49411	49783	50527	52387	54248	55363
7	49411	51272	51642	52387	54248	56107	57223
8	51642	53503	53876	54619	56480	58341	59456
9	53876	55736	56107	56852	58714	60572	61688
10	56107	57968	58341	59083	60945	62806	63921
11	58341	60201	60572	61316	63178	65037	66152
12	60572	62433	62806	63548	65409	67271	68386
13	60572	62433	62806	63548	65409	67271	68386
14	62433	64293	64665	65409	67271	69130	70246
15	62433	64293	64665	65409	67271	69130	70246
16	64665	66526	66898	67605	69501	71363	72478
17	64665	66526	66898	67605	69501	71363	72478
18	66898	68758	69130	69874	71735	73594	74711
19	66898	68758	69130	69874	71735	73594	74711
20	68022	69882	70254	70999	72860	74719	75835

Wage scale represents a 6% increase over the 2025-2026 wage scale.

Employees with continuous years of service (excluding layoff, military service, and leave of absence in accordance with a provision of this contract) will be awarded Longevity Incentive Pay according to the following Pay Grid.

Years	Longevity	Increase
12-15	$1,275	-
16-17	$1,525	$250
18+	1,775	$250

2027-2028							
Step	BA	BA+15	BA+18	BA+24	BA+45/MA	MA+15	MA+24
1	46021	47034	48365	49147	51100	53053	54224
2	46021	47034	48365	49147	51100	53053	54224
3	46021	47034	48365	49147	51100	53053	54224
4	46021	47975	48365	49147	51100	53053	54224
5	47975	49928	50318	51100	53053	55006	56179
6	49928	51882	52272	53053	55006	56960	58132
7	51882	53835	54224	55006	56960	58912	60085
8	54224	56179	56570	57350	59304	61258	62429
9	56570	58523	58912	59694	61650	63600	64773
10	58912	60867	61258	62038	63992	65946	67117
11	61258	63211	63600	64382	66337	68288	69459
12	63600	65555	65946	66726	68680	70634	71805
13	63600	65555	65946	66726	68680	70634	71805
14	65555	67508	67898	68680	70634	72586	73758
15	65555	67508	67898	68680	70634	72586	73758
16	67898	69852	70243	70986	72976	74931	76102
17	67898	69852	70243	70986	72976	74931	76102
18	70243	72196	72586	73368	75322	77274	78446
19	70243	72196	72586	73368	75322	77274	78446
20	71423	73376	73767	74549	76503	78455	79627

Wage scale represents a 5% increase over the 2026-2027 wage scale.

Employees with continuous years of service (excluding layoff, military service, and leave of absence in accordance with a provision of this contract) will be awarded Longevity Incentive Pay according to the following Pay Grid.

Years	Longevity	Increase
12-15	$1,275	-
16-17	$1,525	$250
18+	1,775	$250

2028-2029							
Step	BA	BA+15	BA+18	BA+24	BA+45/MA	MA+15	MA+24
1	47861	48915	50300	51113	53144	55175	56393
2	47861	48915	50300	51113	53144	55175	56393
3	47861	48915	50300	51113	53144	55175	56393
4	47861	49894	50300	51113	53144	55175	56393
5	49894	51925	52331	53144	55175	57206	58426
6	51925	53957	54363	55175	57206	59239	60457
7	53957	55989	56393	57206	59239	61269	62488
8	56393	58426	58833	59644	61676	63708	64926
9	58833	60864	61269	62082	64116	66144	67364
10	61269	63301	63708	64519	66552	68584	69802
11	63708	65740	66144	66958	68990	71020	72238
12	66144	68177	68584	69395	71427	73460	74677
13	66144	68177	68584	69395	71427	73460	74677
14	68177	70208	70614	71427	73460	75489	76709
15	68177	70208	70614	71427	73460	75489	76709
16	70614	72646	73052	73825	75895	77928	79146
17	70614	72646	73052	73825	75895	77928	79146
18	73052	75083	75489	76303	78335	80365	81584
19	73052	75083	75489	76303	78335	80365	81584
20	74280	76311	76717	77531	79563	81593	82812

Wage scale represents a 4% increase over the 2025-2026 wage scale.

Employees with continuous years of service (excluding layoff, military service, and leave of absence in accordance with a provision of this contract) will be awarded Longevity Incentive Pay according to the following Pay Grid.

Years	Longevity	Increase
12-15	$1,275	-
16-17	$1,525	$250
18+	1,775	$250

Schedule C
2026-2029.xlsx

SCHEDULE C-ATHLETIC SALARIES

SPORT	2026-29	% of Base
FOOTBALL	Varsity Head Coach Assistant	14.50
	Varsity Coach Junior Varsity	9.60
	Coach	11.60
	Assistant Junior Varsity Coach	7.30
BASKETBALL	Boys Varsity Head Coach	14.50
	Boys Junior Varsity Coach	11.60
	Boys 8th Grade Coach	4.80
	Boys 7th Grade Coach	4.80
	Boys 6th Grade Coach	4.80
	Girls Varsity Head Coach	14.50
	Girls Junior Varsity Coach	11.60
	Girls 8th Grade Coach	4.80
	Girls 7th Grade Coach	4.80
	Girls 6th Grade Coach	4.80
TRACK	Boys Head Track Coach Boys	11.60
	*Assistant Track Coach	7.70
	Boys Junior High Track Coach	4.80
	Boys Junior High Track Coach #2	3.00
	Girls Head Track Coach	11.60
	*Girls Assistant Track Coach	7.70
	Girls Junior High Track Coach	4.80
	Girls Junior High Track Coach #2	3.00
CROSS COUNTRY	Jr. High/HS Cross Country Coach	10.50
	*Jr. High/HS X-C Assistant Coach	5.80
*hired when number of primary sport athletes exceeds 18		
VOLLEYBALL	Girls Varsity Head Coach Girls	14.50
	Junior Varsity Coach	11.60
		5.50
SOFTBALL/BASEBALL	Girls Varsity Head Coach	5.50
	Boys Varsity Coach	
Elementary Sports Coordinator		$1,200.00
(volleyball, basketball, flag football, running clubs)		$10 per Game
TIMER & SCORER		
FILMING GAMES	Staff Only	$8.50 per Game
CHEERIO BUS	Chaperones per Bus	$15.00 under 25 miles
		$30.00 over 25 miles

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

Note- % of base is based on $43,829, Salary Schedule Base from 2026-27

*Boys and Girls Assistant Varsity Track Coach hired when number of primary sports athletes exceeds 15 (7.7%) Employees will receive 1% increase on the base for every two years of continuous service in the same position. Coaches will have a maximum of 4 increases. 1st Increase-beginning of 3rd year, 2nd increase-beginning of 5th year, 3rd increase beginning of 7th year, 4th increase-beginning of 9th year.



Schedule B
2026-2029.xlsx

SCHEDULE B - ADVISORY SALARIES
2026-2029

Position	% of Base
Yearbook Advisor-High School/Junior High	6
Yearbook Advisor-Elementary	3
Art Club	2.50
Band Director	9.20
Building Coordinator: Elementary	$2,250
High School	$2,250
Business Professionals of America #1	6.10
Business Professionals of America #2	4.10
Extra Duty	$35/hour
Newspaper	2.50
Play Director	4.50
Science Olympiad	3.70
Robotics-Head	2.50
Robotics-Assistant	2.00
Vocal Music	3.00
Chess Club	2.50
CLASS ADVISORS	
Seniors #1	3.90
Seniors #2	3.90
Juniors #1	3.90
Juniors #2	3.90
Sophomores	1.90
Freshmen	1.90
8th Grade #1	1.50
7th Grade #1	1.50
6th Grade #1	1.50
5th Grade #1	1.70
5th Grade #2	1.70
DATA TEAM	$35.00 per hour
HONORS ADVISORS:	
HI-Q	2.50
National Honor Society	1.90
HS Student Council	4.00
MS Student Council	3.60

Note- % of base is based on $43,829, Salary Schedule Base from 2026-27.

Employees will receive 1% increase on the base for every two years of continuous service in the same position. Employees will have a maximum of 4 increases.

1st increase -beginning of 3rd year
2nd increase-beginning of 5th year
3rd increase-beginning of 7th year
4th increase-beginning of 9th year

Appendix

Decisions about placement, layoff/recall, and evaluation of a “teacher” under Revised School Code 1249, or who is assigned to students in any grades K to 12 as a “teacher of record” will be made as stated below. The parties agree that the procedures established in this appendix constitute clear and transparent procedures as required under revised school code section 1248.

1. Placement of Classroom Teachers. The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. Consistent with revised school code section 1248, classroom teacher placement decisions will be made by the Superintendent or designee based on the following clear and transparent factors:

    a. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades, and school schedule.

    b. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the revised school code, MDE’s teacher certification code, MDE’s Rules for Special Education Programs and Services, and other applicable statutes and regulations.

    c. Classroom teacher placement decisions must be made based on teacher effectiveness criteria established in revised school code section 1249.

    d. In addition, classroom teachers must be fully qualified for all aspects of their assignments, as determined by the board, based on documentation on file with the superintendent’s office, including:

        i. compliance with applicable state and federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
        ii. Credentials needed for District, school, or program accreditation;
        iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher’s effectiveness in that assignment and is integrated into instruction;
        iv. Relevant special training, other than professional development or continuing education as required by state and federal law, and integration of that training into instruction in a meaningful way;
        v. disciplinary record, if any
        vi. length of service in a grade level (s) or subject area(s);
        vii. Recency of relevant and comparable teaching assignments;
        viii. Previous effectiveness ratings;
        ix. compliance with state and federal law; or
        x. other non-arbitrary or capricious reasons;
        xi. Holders of proper certification may be given preference/ priority.

    e. Length of service within the district may be considered as a tiebreaker if a classroom teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

f. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

g. The Superintendent or designee has discretion to involuntary transfer a teacher into a position for which they are certified or qualified for non- arbitrary or capricious reasons.

2. **Layoff/Recall of Classroom Teachers**:
   a. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing classroom teaching staff or that a reduction in classroom teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the board the classroom teaching positions to be reduced. Prior to the issuance of layoff notices, the Stephenson education association will be given an opportunity to make specific recommendations regarding the particular implementation of the layoff procedures planned by the district.

   b. Reduction in force and recall decisions must be made based on classroom teacher effectiveness criteria established and revised school code section 1249 and this appendix.

   c. Decisions about the reduction and recall of teachers will be guided by the following criteria:

      i. Retaining the most effective classroom teachers who are certified (or otherwise approved or authorized closed parentheses and qualify to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s). A probationary classroom teacher rated as "effective" (or highly effective) on the classroom teacher's most recent annual year-end performance evaluation is not subject to displacement by a tenured classroom teacher solely because the other classroom teacher is tenured under the Teacher's Tenure Act.

      ii. Classroom teachers must be properly certified or authorized for all aspects of their assignments. Classroom teacher certification, authorization, or approval status will be determined by the revised school code, MDEs teacher certification code, MDE's rules for special education programs and services, and other applicable statutes and regulations; and based on documentation on file with the Superintendents office.

      iii. The Michigan online Educator Certification System will be used to provide the District with current information and documentation supporting the classroom Teachers' certification and qualifications. If the Michigan Online Educator Certification system is discontinued or is found to be inaccurate, the classroom teacher will be responsible for providing the district with information regarding their certification and qualifications.

      iv. If a classroom teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the superintendent's office.

d. In addition, classroom teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

    i. Compliance with applicable state and federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
    ii. Credentials needed for district, school, or program accreditation;
    iii. District- provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the classroom teachers effectiveness in that assignment and is integrated into instruction;
    iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
    v. Disciplinary record if any;
    vi. Length of service in grade level(s) and subject area(s);
    vii. Recency of relevant and comparable teaching assignments;
    viii. Previous effectiveness ratings;
    ix. Compliance with state and federal law.

e. Classroom Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.

    i. Reduction and recall decisions will be based on the classroom teacher's certification, length of service, and qualifications in the District's records at the time of the decision.
    ii. A laid off classroom teacher must maintain current contact information (address, phone, and email address) with the Superintendents' office.
    iii. Failure to maintain current contact information may negatively impact the teacher's recall.

f. Before the Board authorizes a classroom teachers' reduction, the Superintendent or designee will notify, in writing, within 30 business days of said reduction the affected classroom teacher. The effective classroom teacher will have an opportunity to respond, either in person or in writing, to the proposed reduction.

g. The Superintendent or designee will provide written notice within 30 business days of reduction in force or recall decisions to each affected classroom teacher and Association.

h. The classroom teacher's length of service with the district as a classroom teacher or tenure under the teacher's tenure act will not be the sole factor in reduction in force and recall decisions.

i. Classroom teacher reduction in force decisions will be implemented by the following:
    i. If 1 or more classroom teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those classroom teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of a classroom teacher(s) for reduction in force will be based on the factors set forth in this appendix.

ii. Classroom teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions will be retained consistent with the factors set forth in this Appendix.

iii. When a classroom teaching position is identified for reduction and there exists a concurrently vacant classroom teaching position for which the classroom teacher in the position to be reduced is both certified and qualified, and the classroom teacher has received an overall rating of at least effective on that teachers most recent year end of performance evaluation, that classroom teacher may be assigned to the vacant position consistent with this Appendix unless the Superintendent or designee determines (based on non-arbitrary or capricious reasons) that the districts educational interest would not be furthered by that assignment.

iv. If more than one classroom teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant classroom teaching assignment, the Superintendent or designee will fill the vacancy consistent with this appendix, unless the Superintendent determines (based on non-arbitrary capricious reasons) that the districts educational interests would not be furthered by that assignment.

v. If the reduction or recall decision involves more than one classroom teacher and all other factors distinguishing those teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which the teachers belong, or if none exists, the district's records) will determine preference for reduction or recall.

vi. At least 30 calendar days' notice of reduction in force will be provided to the classroom teacher and association, absent extenuating circumstances.

J. Classroom Teacher Recall Process

i. The classroom teacher is eligible for recall under this appendix for **24** months from the date the district implemented the reduction in force.

ii. Superintendent will first identify the academic level(s) or department(s) where teaching vacancy exists.

iii. Before or in lieu of initiating the recall of a laid off classroom teacher, the Superintendent may reassign teachers to fill vacancies in accordance with this appendix.

iv. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take the following action to fill a vacancy: recall the laid off classroom teacher who was certified and qualified for the vacancy, provided the classroom teacher was rated at least effective period if more than one laid off classroom teacher is certified and qualified for recall to a vacant teaching assignment, the superintendent or designee will fill the vacancy consistent with this appendix.

v. Superintendent or designee will provide written notice of the board's recall decision to any recalled classroom teachers and will establish the time within which a classroom teacher must accept recall to preserve the teacher's employment rights.

vi. A laid off classroom teacher who was recalled and fails to accept recall by the time designated and the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the superintendent's sole discretion has extended the time limit in writing.

vii. Upon recall all fringe benefits, including but not limited to, accumulated sick days shall be restored.

3. **Evaluation of Classroom Teachers:** classroom teachers will be evaluated pursuant to a performance evaluation system consistent with the revised school code section 1249 and the Teacher's Tenure Act. This performance evaluation system will include, as appropriate, the following:

   a. A year end evaluation process that meets statutory standards;

   b. An evaluation tool that incorporates components required by law, including:

      i. Locally agreed upon student growth assessment data or student learning objectives, as defined by Revised School Code section 1249; And
      ii. the teacher's performance.

   c. An individualized development plan (IDP) with measurable performance goals developed by the evaluator in consultation with the teacher and recommended training, coaching, professional development, or resources designed to improve the teacher's effectiveness for:
      i. All probationary teachers;

      ii. teachers rated developing, needs support; or

      iii. To the extent allowable by law, the district will notify a classroom teacher of complaints that might lead to discipline.

   d. Classroom observations of at least 15 minutes each which include, at a minimum, a review of the classroom teacher's Lesson plan, the state or national curriculum standards used in the lesson, and pupil engagement, with appropriate written feedback and a post observation meeting between the teacher and the school administrator conducting the observation to discuss those items;

   e. A mid- year progress report, if required by law, which aligns with the classroom teachers individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training, coaching, professional development, or resources identified by the evaluator.

   f. A year hyphen end performance evaluation effectiveness rating comma of effective comma developing comma or needing support;

g. Tenured classroom teachers rated as effective on the three most recent consecutive year- end evaluations shall be evaluated triennially. Highly effective ratings from prior to July 1st 2024 qualify for this exemption. However, if the classroom teacher is not rated as effective on one of the triannual year- end evaluations, the classroom teacher must receive year-end evaluations. If a classroom teacher on the triennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the classroom teacher to annual evaluations; year-end evaluations for classroom teachers shall be completed at least five (5) business days before the end of the school year.

h. A mentor for classroom teachers rated developing or needing support or for classroom teachers as required by law;

i. opportunity for a tenured classroom teacher rated needing support on a year-end evaluation to request a review consistent with revised school code section 1249;

j. Use of the Center for Educators Leadership (CEL 5D+) evaluation tool, which has been approved by MDE and is in compliance with Revised School Code section 1249 and corresponding regulations;

k. Website posting of required information for the Center for Educators Leadership (CEL 5D+ Evaluation Tool.

l. The District will continue using this system for the duration of this agreement unless the teachers are notified of a change and receive training in advance of a change in the evaluation system. New teachers shall receive training on the evaluation system being used by the district (current teacher will have the option of attending). Training on the Center for Educators Leadership (CEL 5D+) evaluation tool for teachers and evaluators will be as required by law.

m. If a tenured classroom teacher is rated and effective or needing support on three consecutive year end evaluations classroom teachers shall be discharged consistent with due process. A district is not precluded from just charging a classroom teacher at other times as provided by the Teachers' Tenure Act.

n. If a classroom teacher receives an unevaluated rating the teachers rating will be effective.

o. The parties will negotiate and reach consensus concerning how to measure student growth and assessment data or student learning objective metrics to be considered for 20% of the evaluation within fourteen (14) days of when teachers report back to work for the start of the school year. If a consensus is not reached by September 1st, 2025, the district will use the assessment data currently utilized.

p. A probationary classroom teacher cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid- year performance review, or their assigned rating.

4. **Grievance Procedure:** An alleged violation of this Appendix is not subject to arbitration in the grievance process; except, probationary teachers cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year performance review, or their assigned rating per paragraphs 3(p) above. Tenured teachers may only grieve any aspect of the evaluation process up to the board level. An arbitrator, however, has jurisdiction to consider a grievance filed under the grievance process by a tenured teacher with two (2) consecutive ratings of “Needing Support.”