

MASTER AGREEMENT

BETWEEN

STANTON TOWNSHIP BOARD OF EDUCATION

AND

COPPER COUNTRY EDUCATION ASSOCIATION

2007-2010

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ARTICLE 1

RECOGNITION

The Board hereby recognizes the Copper Country Education Association as the exclusive bargaining representative as defined in Section II of the Michigan Public Employment Relations Act, for all certified professional personnel under contract or employed by the Board, excluding those whose primary duty is that of supervision of professional personnel, clerical and office personnel, food service, custodial personnel, and bus drivers, substitutes, and all other employees.

ARTICLE 2

BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and constitution of the State of Michigan and/or the United States.

- A. Such rights shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations, and to direct the working forces and affairs of the school district.
 2. Continue its rights, policies and practices of assignment, and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of the Agreement.
 3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties of employees, determine the size of the work force and to lay off employees.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work.
 5. Adopt reasonable rules, policies, and regulations.
 6. Determine the number and location of relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof.
 7. Determine the financial policies, including all accounting procedures.
 8. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organizations.

The exercise of these powers, rights, authorities, duties, and responsibilities by the Board shall be limited only by the specific and expressed terms of this Agreement. It is further understood that the above rights are not to be interpreted as abridging or conflicting with any specific provisions of this Agreement.

- B. Should an unforeseen change in legislation, working conditions, or positions in the District occur during the term of this Agreement, the parties may mutually agree to negotiate the item of concern.
- C. It is understood by the parties that the establishment of new positions in the District shall be subject to negotiation between the parties.

ARTICLE 3

ASSOCIATION RIGHTS

- A. Pursuant to the provisions of the Michigan Public Employment Relations Act, the Board hereby agrees that every one of the employees of the Board shall have the right freely to organize, join, and support the Association, for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by the provisions of the Michigan Public Employment Relations Act, or other laws of Michigan, or the constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment, by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members. The Association and its members shall also be entitled to use school equipment and supplies as needed. The Association shall reimburse the District for any reasonable cost incurred in using the building, equipment, and/or supplies.
- C. The Board agrees to furnish to the Association in response to reasonable request from time to time all available information concerning the financial resources of the District, tentative budgetary requirements in allocations, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students.

ARTICLE 4

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of professional dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of any year. Pursuant to such authorization, the Board shall deduct one tenth of such dues from the first regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year. Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced by one tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the teacher taking any leave of absence or sick leave provided for in this contract.
- B. Any teacher who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay a representation benefit fee to the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph A. In the event that a teacher shall not pay such representation benefit fee directly to the Association or authorize payment through payroll deductions, as provided in the preceding paragraph, the Board will deduct the amount of the representation fee from the pay of the teacher, upon a request from the Association in writing, and notice to the teacher of the request, and an opportunity to respond to the Board.
- C. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding Sections A and B of this article of the collective agreement. The Association further agrees to indemnify the Board of any cost or damage which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board of its agents.
 2. The Association, after consideration with the Board, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense, which may be assessed against the Board by any court or tribunal.
 3. The Association has the right to choose the legal counsel to defend any said suit or action.
 4. The Association shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE 5

TEACHER RIGHTS

- A. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination, with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless it has an adverse effect on the teacher's ability to function in the classroom.
- B. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, sex, marital status or national origin.
- C. Students, parents, or other parties occasionally voice complaints about a teacher or submit complaints about a teacher. Upon the Administration receiving a considered complaint, the affected teacher shall be notified promptly prior to any further action on the verbal or written complaint. The complaint shall be investigated by the Administration. If necessary, a meeting shall be scheduled between the Administrator, the affected teacher, and the complainant. Any of these parties are entitled to bring to such meeting an additional representative deemed appropriate to help resolve the complaint. If the complaint is not resolved, in order for it to be considered further, it must be reduced to writing and signed by the complainant. If any material related to a complaint is placed in a teacher's personnel file, the teacher shall be entitled to attach a written response.
- D. 1. Copies of the official Board minutes shall be posted in the teacher workroom no later than seven (7) days following the Board meeting.
2. Copies of the Master Agreement shall be provided without cost to each bargaining unit member within 30 business days of ratification by both parties.

ARTICLE 6

TEACHING HOURS AND CLASS LOADS

- A. Full-time teachers are to report for duty 30 minutes before the opening of the students' regular school day. Part-time teachers are to report for duty 30 minutes before the start of their first instructional period. This time is designated for planning, preparation, and limited student supervision.

Teachers are encouraged to remain for a period of time after the end of the student day to attend to matters associated with their profession. Twice a month, teachers will be obligated to attend a 60 minute faculty meeting scheduled by Administration. One staff meeting per month will be for preparation time unless a staff meeting is absolutely necessary as determined by the superintendent. Part-time teachers shall be obligated to attend meetings, in-services, and conferences on a pro-rated basis according to their teaching schedule. Mileage shall be paid at the school rate for a part-time teacher who is required to return to school for a meeting. The meetings attended by the part-time teacher will be determined by the superintendent. Teachers will be responsible to obtain information from the meetings missed. On alternate weeks, teachers will be obligated to remain at the school, Monday through Thursday, for 15 minutes, after students are dismissed. On Fridays, or days proceeding holidays or vacations, teachers may leave after the end of the student day. If a ½ day in-service is to be scheduled to coincide with an obligatory faculty meeting, and lasts beyond 3:30 p.m., and not later than 4:30 p.m., the in-service/staff meeting will count as one (1) of the two (2) monthly meetings.

Mileage will be paid according to the Master Contract to attend a meeting in an unassigned building.

- B. Lunch period at the Holman School shall be duty free. If lunchtime supervision is required by the administration at the E.B. Holman School, then the teacher shall be provided with \$2.25 per day and a free lunch. Substitute teachers shall be provided lunch.
- C. All full-time teachers shall be required to work a minimum of five (5) hours of instruction per regular day.
- D. Teachers of grades K-5 will supervise one (1) 15 minute recess period per week. Teachers may volunteer to supervise additional recess periods for compensation beyond the one (1) per week. Teachers may be required to supervise an additional recess period if enough volunteers are not obtained. Teachers volunteering for, or required to supervise additional recess periods shall earn one (1) compensatory day for every 300 minutes (20 recess periods) worked. Multiples of 300 minutes will be compensated as comp days. Unused periods will be paid at a pro-rated substitute teacher's pay.

Teachers of grades 6, 7, and 8, will supervise one (1) thirty minute advisory period per week; fifteen minutes of which will be required time, and fifteen minutes will be compensatory time. Teachers may volunteer to supervise additional advisory periods, for compensation, beyond the one (1) per week. Teachers may be required to supervise additional advisory periods, if enough volunteers are not obtained. Teachers volunteering for, or required to supervise additional advisory periods, will earn 30 minutes of compensatory time. Compensatory time will be accumulated as described in the paragraph above.

- E. On those days when students are dismissed during the school day because of inclement weather, teachers may leave after the last students leave or earlier if dismissed by supervisor.
- F. Because preparation is important to providing quality instruction, the District shall provide each teacher with preparation time free from students and other responsibilities. Preparation time shall be equalized between teachers.
- G. Art instruction shall be provided weekly for each class for the full year.

ARTICLE 7

TEACHING CONDITIONS

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

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that every effort will be made by the Board and the Administration to maintain class size at what is mutually considered to be reasonable.
- B. The Board will continue its efforts to keep the school reasonably and properly equipped and maintained.
- C. The Board shall provide:
 - 1. A separate desk for each teacher in the district, with a lockable drawer space.
 - 2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
 - 3. Adequate chalkboard space in every classroom.
 - 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
 - 5. Adequate storage space in each classroom for instructional materials.
 - 6. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
- D. The Association and the Board agree with the general philosophy of school improvement through site based decision making, effective schools programs, or other methods, as provided in Section 1277 of the Revised School Code MCL380-1277. The conditions, which shall govern participation in any and all plans, shall be as follows:
 - 1. Participation by the teacher is voluntary.
 - 2. Participation or nonparticipation shall not be used as criteria for evaluation, discipline, or discharge.
 - 3. This Master Agreement may not be modified in whole or in part as a result of site based decision making (School Improvement) except by mutual, written agreement between the Association and the Board.
- E. In the event a pupil(s) is enrolled in the Stanton Township Schools who requires specialized medical care, the manner of dealing with said pupil(s) shall become a subject of special attention at the request of the Association or the Board.
- F. If a controversy develops over a curriculum offering or course content in the Stanton Township Schools, the Board will investigate and provide direction and guidance to the teachers and/or instructors involved.

ARTICLE 8

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. Teachers shall not be hired or assigned outside the scope of their teaching certificates or qualifications, established and required for the position by the Board.
- B. To be qualified, a teacher must also meet the "highly qualified" requirements of the No Child Left Behind Act and related regulations.
- C. All teachers shall be given written notice of their schedules for the forthcoming year no later than July 15. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires the same, and the Association shall be so notified in each instance. The Board to determine emergency.

ARTICLE 9

VACANCIES AND TRANSFERS

- A. Professional vacancies shall be posted for ten (10) workdays in each building. During the summer months, a copy of all vacancies will be forwarded to the President of the Association at an address provided by the President.
- B. Subject to certification, mutual requests for transfers by bargaining unit members wishing to switch positions may be granted, unless the granting of same is inconsistent with the language pertaining to the filling of vacancies.

Prior to any involuntary transfer, the employer shall provide the affected bargaining unit member written notice of and reasons for the transfer.

Voluntary transfer of teachers, with Administrative and Board approval, shall be considered before involuntary transfers are considered.

ARTICLE 10

PAID LEAVES

A. Sick Leave

1. At the beginning of each school year, each teacher shall be credited with ten (10) days of sick leave, the unused portion of which shall accumulate from year to year to a limit of 170 days for maximum accumulation. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:
 - a. A teacher may use all or any portion of accumulated sick leave days to recover from his/her own illness or disability, which shall include, in part, dental and eye care, and all disabilities caused or contributed to or by pregnancy, miscarriage, abortion, childbirth and recovery.
 - b. Illness in the immediate family when deemed necessary by the teacher. Immediate family shall be defined as spouse, mother, father, brother, sister, child, grandchildren, grandparents or dependent in the household.
2. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total of sick leave credit. Any change in the number of hours a teacher works will result in a corresponding adjustment to his or her sick leave. (e.g. a half-time teacher moved to full-time will have his or her sick leave days divided by two. A full-time teacher moved to half-time will have his or her sick leave days multiplied by two.)
3. The Board of Education reserves the right to require a doctor's certificate as evidence of illness. The superintendent shall certify as to the legitimacy of a claim for compensation for absence. The Board will pay the expense of a doctor's certification, if it is not covered by the member's insurance.

B. Terminal pay

Terminal pay for all accumulated sick leave days shall be paid consistent with Article 14, paragraph C, at a rate of \$30.00 per day, up to a maximum of 150 days.

C. Personal Leave

1. At the beginning of every school year, each employee shall be credited with three (3) days to be used for the employee's personal use. An employee may accumulate up to five (5) personal days. The employee need not tell how the leave time is to be used. A fourth day may be granted when reason is given. An employee planning to use a personal day or days shall notify his/her supervisor at least forty-eight (48) hours in advance, except in cases of emergency. At the end of each school year, any unused personal days over five (5) shall be accumulated to the employee's sick leave. A maximum of two (2) employees shall be eligible for personal leave on any one day during the months of May and June.

2. Personal leave may be granted after a holiday if substitute teachers are available. Personal leave shall be granted before and after holidays in cases of legal obligations, family emergencies, or the death of a friend or relative. If a teacher violates the personal leave policy, he/she will forfeit that day's salary.
3. The personal leave days used shall not be deducted from annual or cumulative sick leave.
4. Any change in the number of hours a teacher works will result in a corresponding adjustment to his/her personal leave, ie; a half-time teacher moved to full-time will have his/her personal leave days divided by two (2). A full-time teacher moved to half-time will have his/her personal leave days multiplied by two (2).

D. Compensation Time (Comp Time)

Comp time is time off allowed an employee who agrees to provide a service negotiated by the parties without financial compensation (ie; recess, or periods beyond those required by the contract). An employee planning to use comp time shall notify his/her supervisor 48 hours in advance. Comp time will be granted if a substitute is available. An employee may accumulate up to three (3) comp days per year. If an employee earns additional days, they will be transferred to their sick leave bank.

E. Bereavement Leave

Teachers will be granted a maximum of four (4) days for a death in the immediate family. Such time will not be deducted from sick leave or personal leave. Two (2) additional days, chargeable to sick leave, may be granted if needed. Immediate family is defined as spouse, child, mother, father, brother, sister, mother-in-law and father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, nieces, nephews, aunts, uncles, and any person living in the household, or a close friend.

F. Workers' Compensation

Any regular employee of the school system who incurs, in the line of duty, an injury for which he/she receives compensation under the Workers' Compensation Act shall be paid for a period of not exceeding the duration of this agreement, the difference between his/her salary and the amount received under Workers' Compensation. Thereafter, the employee who has been injured in the course of his employment will receive compensation as provided under the Michigan Compensation Act.

G. Jury Duty

An employee who serves on jury duty or is subpoenaed as a witness during his/her regular scheduled work day will be paid the difference between the jury duty pay and his/her regular pay if the jury pay is less. The employee agrees to report to work on any day during which he/she is excused as a juror or witness prior to 12 o'clock noon. The employee also agrees to notify the administrator within twenty-four (24) hours of his/her selection as a juror or subpoena as a witness so that the school district may take steps to have the teacher excused as a juror if such action is felt to be necessary by the District.

H. Conferences

Attendance at conferences, workshops, and in-service activities will be encouraged by the Association and the Board. The Board shall reimburse any reasonable and necessary costs incurred, however, requests to attend are subject to Administrative approval and shall be made in writing, along with an estimate of the cost of attendance.

I. Association Leave

The Association shall be granted two (2) days leave with pay for the purpose of conducting Association business and attending Association meetings/functions. The President shall notify the appropriate Administrator 48 hours prior to the use of said day by a member of the Association.

ARTICLE 11

LEAVE OF ABSENCE WITHOUT PAY

- A. A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities, provided said teacher states, in writing, his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been if teaching in the District during such period.
- B. A leave of absence of up to one (1) year shall be granted to any teacher upon application, with an additional year granted upon request one (1) month before the start of the school year, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from such leave, a teacher shall be placed at the position on the salary schedule he/she would have been entitled when he/she commenced leave.
- C. A teacher may utilize either of the following two options for a leave of absence for the purpose of childbirth, recovery, and child care:
1. A pregnant teacher may teach as long as she can continue her regularly scheduled duties, provided that the Board may require a doctor's statement to that effect. When she is no longer able to work, she will be considered on sick leave and may use any accumulated sick leave days during the period of disability. If she has exhausted her accumulated sick leave, she will be placed on unpaid leave of absence until she is able to return to her former position.
 2. A pregnant teacher may elect to combine maternity and childcare leave for a period of time greater than actual disability. In such an instance, the teacher shall make application for a maternity/child care leave at least sixty (60) calendar days prior to the commencement of the leave. The Board may require a doctor's statement to the effect that the teacher may continue her duties to that date. A teacher desiring to return to work from such leave shall notify the Superintendent at least 90 calendar days prior to the date she wishes to resume teaching. The teacher shall be returned to her former position.
- D. A leave of absence for up to one (1) year shall be granted to any teacher for the purpose of childcare for the teacher's newborn or newly adopted child. The application for such leave shall be received by the Superintendent no later than sixty (60) calendar days prior to the effective date of such leave, except in cases of extreme emergency, and shall include a statement of the exact date on which the teacher wishes to have the leave begin. A teacher desiring to return from such leave shall notify the Superintendent at least sixty (60) calendar days prior to the date he/she wishes to resume teaching. Reinstatement shall be to the teacher's former position.

- E. A leave of absence for up to one year may be granted to a teacher for any other reason, if approved by the Board. A teacher desiring such a leave shall make the request, in writing, at least ninety (90) days prior to the commencement of the leave, and shall, at the same time, indicate the anticipated day of return to teaching.

- F. Unpaid leave of absence for the purposes, and as required by the provisions of the Federal Family and Medical Leave Act, will be provided in compliance with the law and its implementing regulations.

ARTICLE 12

EVALUATION

The parties, in seeking to continually improve the quality of instruction, recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals:

- A. Probationary teachers shall be observed for the purpose of evaluation at least two (2) times during the school year. These observations shall occur at least one month following a teacher's commencement of service, and ninety (90) days prior to the end of the probationary school year. Tenured teachers shall be evaluated at least once every three (3) years. The criteria for evaluation shall be provided to the teachers prior to evaluation. A personal interview shall be held within seven (7) school days of the observation. A written evaluation shall be submitted to the administration, with a copy provided to the subject teacher, within seven (7) days of the observation. The written evaluation should contain recommendations for correcting any deficiencies noted and the administration agrees to assist the teacher in improving any such deficiencies. The parties agree that if these deficiencies are not noted in subsequent evaluations, they shall be considered satisfactorily resolved.
- B. Evaluations shall only be conducted by a qualified administrator. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly with full knowledge of the teacher.
- C. No later than sixty (60) days before the last scheduled day of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, or denied tenure, will be furnished by the administration to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report is discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing, with a copy to the Association.
- D. Each teacher shall have the right, upon request, to review the contents of his/her personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personal file shall contain the following minimum items of information:
- All teacher evaluation reports
 - Copies of annual contracts
 - Teacher certificate
 - A transcript of academic records
 - Tenure recommendation

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

ARTICLE 13

PROFESSIONAL BEHAVIOR

- A. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of professional conduct by a teacher reflect adversely upon the teaching professional, and create undesirable conditions in the school buildings, and may result in disciplinary action by the Board.
- B. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, warned, suspended, discharged, or non-renewed without just cause. Any such discipline, reprimand, or reduction in rank or compensation, including adverse evaluation of teacher performance asserted by the Board or representative thereof, shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.
- Any discharge or termination of a teacher shall be governed by the applicable provisions of the Michigan Tenure Act, MCL 38.71 et seq. and shall not be subject to the grievance procedure of this agreement.
- D. No teacher shall be disciplined without just cause for alleged misuse or inappropriate use of the Internet or E-mail. No teacher shall be disciplined without just cause for a student's misuse of the Internet or E-mail.

ARTICLE 20

CHARTER SCHOOLS

The District will provide notice in a timely manner to the Association of any contract, correspondence, or inquiry regarding a public school academy application made to the District, or an application to an ISD, community college, or public university of which it has knowledge.

ARTICLE 21

MENTOR TEACHERS

For the duration of this contract, mentors will be selected from within the bargaining unit on a voluntary basis and will not be required to evaluate their charges. There will be no compensation for the assignment. Should the workload of such assignment expand, the Board and the Union will meet to address the issue.

ARTICLE 22

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board of Education recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, on school property and during school sponsored events. The Association pledges the support of all teachers in enforcing the published rules and regulations of the school district as they apply to students.
- B. A teacher may exclude a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing.
- C. Suspensions of students from school may be imposed by a principal or his/her designated representative or by a teacher as provided by law. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted.
- D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault. Provided the teacher is not in violation of any published Board policy or administrative regulations, the Board of Education and their designated representatives will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense, provided the teacher has not violated any published Board Policy or any published administrative regulations.
- F. Time lost by a teacher in connection with any incident mentioned in the Article shall not be charged against the teacher, provided the time lost is not due to the misconduct or negligence of the teacher.

ARTICLE 23

RETIREMENT INCENTIVE

This retirement incentive would apply to those in the "MIP" and those qualifying for a deferred retirement under the "Basic" Plan.

A qualifying teacher may elect an early retirement incentive plan as follows:

1. There shall be no minimum age requirement for this plan.
2. A qualifying teacher must have 10 years of service with the Stanton Township School District.
3. A qualifying teacher seeking early retirement under this incentive plan must qualify and make application for retirement under the Michigan Public School Employees Retirement System.
4. A qualifying teacher must make application for this plan by April 1, of the year of retirement.
5. Upon retirement a qualifying teacher will forfeit any and all recall rights and all accumulated seniority.
6. The plan may be activated by the Board, for a qualifying teacher, only when activation would save enough money to cover all costs to the district.
7. The amount of the early retirement incentive shall be as follows:
 - a. Retirement four (4) years or more prior to eligibility:
\$6,000 per year for four (4) years starting in October of the first year of retirement
 - b. Retirement three (3) years prior to eligibility:
\$6,000 per year for three (3) years starting in October of the first year of retirement
 - c. Retirement two (2) years prior to eligibility:
\$6,000 per year for two (2) years starting in October of the first year of retirement
 - d. Retirement zero (0) or one (1) years prior to eligibility:
\$6,000 for one (1) year starting in October of the first year of retirement
8. The payments shall be made in equal monthly installments for each year, beginning on October 1, of the first school year of retirement. No lump sum option will be available unless determined by the District.
9. In the event of the retiree's death, the remaining benefits will be paid according to the above schedule, to the retiree's surviving designated beneficiary as listed on the Michigan Public School Employees retirement form.

ARTICLE 24

A committee shall be formed with Association representation for the purpose of monitoring and assessing NCLB "highly qualified" requirements of staff.

TEACHER SALARY SCHEDULE**2007-2008**

STEP	BA/BS	BA/BS+	MA/MS	MA/MS+
1	29,070	30,521	31,973	33,427
2	30,521	31,973	33,427	34,880
3	31,973	33,427	34,880	35,974
4	32,702	35,173	36,627	38,367
5	35,461	36,916	38,367	39,714
6	37,205	38,657	40,112	41,567
7	38,951	40,401	41,857	43,310
8	40,985	42,438	43,891	45,342
9	43,020	44,472	45,928	47,379
10	45,051	46,507	48,803	49,413
11	47,380	48,835	50,285	51,740

TEACHER SALARY SCHEDULE

2008-2009

STEP	BA/BS	BA/BS+	MA/MS	MA/MS+
1	29,361	30,826	32,293	33,761
2	30,826	32,293	33,761	35,229
3	32,293	33,761	35,229	36,334
4	33,029	35,525	36,993	38,751
5	35,816	37,285	38,751	40,111
6	37,577	39,044	40,513	41,983
7	39,341	40,805	42,276	43,743
8	41,395	42,862	44,330	45,795
9	43,450	44,917	46,387	47,853
10	45,502	46,972	49,291	49,907
11	47,854	49,323	50,788	52,257

TEACHER SALARY SCHEDULE**2009-2010**

STEP	BA/BS	BA/BS+	MA/MS	MA/MS+
1	29,948	31,443	32,939	34,436
2	31,443	32,939	34,436	35,934
3	32,939	34,436	35,934	37,061
4	33,690	36,236	37,733	39,526
5	36,532	38,031	39,526	40,512
6	38,328	39,825	41,323	42,823
7	40,128	41,621	43,122	44,618
8	42,223	43,719	45,217	46,711
9	44,319	45,815	47,315	48,810
10	46,412	47,911	50,277	50,905
11	48,811	50,309	51,804	53,302

LONGEVITY (Per year of service in Stanton Township Public Schools)2007-2010

12 – 15 years	\$ 70.00
16 – 20 years	\$ 80.00
21 – 24 years	\$ 90.00
25+ years	\$100.00

TRAVEL PAY - IRS rateMULTI GRADE COMPENSATION

Multi grade teachers shall receive an annual stipend of \$750.00. Half shall be paid in December and the other half shall be paid at the end of the school year.

Definition: A multi grade assignment shall be two or more grade assignments in the same classroom for a full day, at the same time, for regularly scheduled instructional purposes. Teachers with partial day multi-grade assignments shall receive a pro-rated stipend proportional to the applicable fraction of the school day.

EXTRA-CURRICULAR ACTIVITIES

7 th and 8 th grade junior high boys and girls basketball	3.0% BA/BS Base
5 th and 6 th grade boys and girls basketball	2.5% BA/BS Base
Track	2.5% BA/BS Base
Camp Nesbit	1.5% BA/BS Base
Band Director	1.5% BA/BS Base
7 th & 8 th grade advisors	1.5% BA/BS Base
Gifted and Talented Coordinator	\$150.00
At Risk/Title I Director	\$2,500.00
MiBLSi Committee Meetings (core members)	\$10.00/meeting

SCHOOL IMPROVEMENT COMMITTEE CHAIRPERSON

The School Improvement Committee Chairperson shall receive \$400.00 each semester payable at the last period of the semester. Total compensation is \$800.00 annually, provided four meetings are convened per fiscal year.

SCHOOL CALENDAR

To be prepared by Administration, i.e; E.B. Holman shall follow the Houghton-Portage School District calendar.

DURATION OF AGREEMENT

This Agreement shall be in effect from July 1, 2007 and shall continue in effect until the 30th day of June 2010. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date.

For the Union:

Deirdre A. Eberich

Mary Durocher

Ray E. [Signature]

For the Board:

[Signature]

Dennis M. [Signature]
