

Agreement

Between the

Board of Education of the
Stockbridge Community Schools

And the

Stockbridge Education Association.
ICEA/MEA-NEA

August 21, 2008 – August 20, 2011

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PROFESSIONAL EMPLOYMENT CONTRACT

This Agreement entered into this 20th day of April, 2009, by and between the School District of Stockbridge Community Schools, Stockbridge, Michigan, hereinafter called the "Board" and the Ingham Clinton Education Association/MEA-NEA/Stockbridge Education Association, hereinafter called the "Association".

WITNESSETH

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

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

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

WHEREAS, the parties have reached certain understandings which they desire to confirm this Agreement;

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 exclusive and sole bargaining representative for all certified professional personnel whether under contract, on leave, or layoff, employed or employed in the future by the Board, excluding: Superintendent, Assistant Superintendent, Principal, Assistant Principal, Athletic Director, substitutes and Supervisors within the meaning of the Public Employment Relations Act, and all other employees. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

- C. A bargaining unit member, who has not previously attained tenure, under the Michigan Teachers' Tenure Act, MCLA 38.71 ET. SEQ.; MSA 15.1971 ET. SEQ.; in a position other than as a classroom teacher, who is placed in a bargaining unit position other than a classroom teacher, shall not be deemed to have tenure in such position by virtue of this contract or any individual contract for such non-classroom position, but shall be deemed to have continuing tenure as an active classroom teacher.
- D. As is recognized by the past practice of the parties, many of the functions required of the Board/Employer under this Agreement may be performed by administrative employees.

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| ARTICLE II Deductions for Professional Dues |
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- A. All teachers, except those employed as of June 17, 1974, who were not members of the Association, shall as a condition of employment either:
 - 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association, the Michigan Education Association and the local Association) and such authorization will continue from year to year unless revoked in writing between June 1st and September 1st of a given year, or;
 - 2. Within thirty (30) days from date of commencement of teaching duties, pay as a fee to the Association legally permissible amounts (not to exceed the cost of dues) determined in a legally permissible manner, provided, however, that the teacher may authorize payroll deductions for such fee in the same manner as provided in Section 1. In the event that a teacher, unless exempted as stated above, shall not pay such fee directly to the Association or authorize payroll deductions the Board shall immediately cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment. All teachers new to the District will be informed of this requirement when being offered employment in the District. The Association agrees to indemnify and save the Board, including each individual school board member and the School District, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this agreement.

No individual teacher shall have a right to dispute the implementation of this Article through the grievance procedure.

- B. The deduction of membership dues shall be made from one regular pay check each month, for ten (10) months, beginning September and ending in June of each year and the Board agrees promptly to remit to the respective Associations all moneys so deducted, accompanied by a list of teachers from whom the deductions are made.

ARTICLE III
Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee 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 or deprive or coerce any teacher in the enjoyment of any rights conferred by the 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/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers here under shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use school buildings for meetings at all reasonable hours during which custodial services are regularly scheduled. Meetings may be held in the High School when there is no regularly scheduled custodial service in another building. When special custodial service is required, the Board shall make standard charges as stated in the custodial contract.
- D. Members of the bargaining unit and their authorized representatives shall be permitted to transact Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall provide its own material and supplies incidental to such use.

- F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the District teacher mail boxes for communications to teachers. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association on or off school premises. The fact that this Section does not state that the Association may use the District's mail service shall not be construed as changing any practice of allowing the Association to deliver mail to teachers and have access to teacher mail boxes.
- G. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Association.
- H. The Board shall inform the Association of any new or modified fiscal budgetary, or tax program, construction program or major revision of educational policy which are proposed or under consideration. The Association may ask to consult with the Board and the Board shall meet with respect to said matters prior to their adoption and/or general publication.
- I. Teachers shall be entitled to full rights of citizenship and no religious or political activities or any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Consistent with the Code of Ethics of the Education Profession and the Michigan Professional Educators Code of Ethics, the private and personal life of any teacher is not within the appropriate concern or attention of the Board. Subject to the requirement that there must be just cause for any discipline, this provision shall not restrict the right to discipline if the teacher's ability to function effectively as a teacher is adversely affected.
- J. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Sex may be considered when making assignments requiring locker room supervision.
- K. Consistent with the Code of Ethics of the Education Profession and the Michigan Professional Educators Code of Ethics, membership in the Association shall be open to all teachers regardless of race, creed, religion, color, age, sex, marital status, or national origin.
- L. Each teacher may review the contents of all records (excluding documents exempt by law such as initial references and those from previous Districts) contained in

his/her file. The teacher may have a representative of the Association present during such review. The teacher must make an appointment 24 hours in advance with a central office administrator or designee.

- M. No material may be placed in the teacher's personnel file unless the teacher has had the opportunity to review the material. If the teacher is asked to sign such material, the signature shall be understood to mean only that the teacher has been made aware of the material. Any material found to be inappropriate or in error shall be corrected or removed from the file. The teacher shall have the right to attach a statement of clarification or dissent.
- N. Any complaint against a teacher shall be promptly brought to the teacher's attention if the nature of the complaint is such that discipline of the teacher is being considered based upon the complaint. It is agreed that the Board may reasonably delay bringing a complaint to the teacher's attention if doing so would jeopardize the investigation.
- O. All recommendations pertaining to whether a teacher's employment should be continued or discontinued based upon the quality of his/her work performance shall be primarily based upon the contents of the teacher's personnel file.

ARTICLE IV
Board and Administration Rights

There is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it by the laws and Constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly, and in specific terms, limited by the provisions of this Agreement. It is further recognized that the Board in meeting such responsibilities and in exercising its powers and rights, acts through its administrative staff. It is agreed that the Board retains the responsibilities, among others, for establishing and equitably enforcing reasonable rules and personnel policies.

ARTICLE V
Teaching Conditions

- A. Because pupil-teacher ratio is an important aspect of an effective educational program the parties agree that class size should not exceed the following maximum standards. The Board will make every effort to avoid imbalance in class sizes, grades K-3, taking into consideration the following factors: numbers in excess of contract maximums, planning and preparation time, students with special needs, space, facilities, equipment, and materials. Any teacher may request a teacher's aide from the building principal and the principal's immediate supervisor. Special consideration shall be given to request made by K-3 teachers. The administration will determine the necessity and placement of teacher aides.

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| 1. | <u>Elementary</u> | <u>Maximum</u> |
| | Music | 30 |
| | Physical Education | 30 |
| | Kindergarten | 25 |
| | First-Second Grade | 25 |
| | Third-Five Grade | 28 |
| 2. | <u>Secondary</u> | <u>Maximum</u> |
| | Science | 26 |
| | General Mathematics (remedial) | 22 |
| | All Other Mathematics | 26 |
| | Social Science | 28 |
| | English | 26 |
| | Language | 25 |
| | Business | 28 |
| | Typing | 28 |
| | Industrial Arts | 22 |
| | Vocational Shop | 20 |
| | Homemaking | 20 |
| | Vocal Music | 50 |
| | Art | 25 |
| | High School Physical Education | 34 |
| | Middle School Physical Education | 32 |
| | Health | 25 |
| | H.S. Band | 75 |
| | M.S. Band | 50 |

- B. 1. The Board will make every effort to avoid imbalance in class sizes. Whenever a class size exceeds the maximum listed in (A) above, upon request of the affected teacher, the Overload Reconciliation Process shall be instituted. The initial step of the Overload Reconciliation Process shall consist of a committee meeting between the affected teacher(s), the building principal and a representative of the Association for the purpose of discussing the causes for the overload and the possible solutions to the overload. If the committee members agree upon a solution, the committee shall recommend it to the superintendent. If the superintendent does not accept the recommendation, or if the committee members cannot agree, the committee shall then meet with the superintendent. Possible solutions shall include, but not be limited to, aide assistance, hiring of additional staff, changing of student schedules, providing additional instructional materials/equipment, advance planning to avoid future overloads, changing teacher schedules or assignments, requesting parents or others to volunteer to assist affected teacher (s) and overload pay.
- As the final step of the Overload Reconciliation Process, the committee and the Superintendent of Schools shall determine the steps, which should be

promptly initiated to address the overload. When overload pay is the selected option, the affected teacher shall be paid overload pay from the first day classes were overloaded. Any steps taken to address an overload may be rescinded in the event the overload is subsequently eliminated.

2. The Board will make all reasonable efforts to equitably distribute students among the various sections and in each subject area. Subject area shall be defined as those listed in A.2. above.

In the event there is an inequitable distribution of students, upon the request of the affected teacher(s), the Overload Reconciliation Process described in B.1. above shall be instituted. In the event steps are taken to address an equitable distribution of students, those steps may be rescinded in the event the inequitable distribution is subsequently eliminated.

3. If aide time is provided to address an overload in Industrial Arts, Vocational Shop, and Homemaking; overload aide time will be provided only during the time that activities are planned presenting a hazard to students which cannot be avoided through application of proper safety procedures.

- C. Counselors are provided to aid students with scheduling, career planning, personal counseling and to administer testing programs. Counselors may be used in other professional capacities when absolutely necessary on a temporary basis.
- D. Libraries will be open for student use during all student attendance days of the school year, with the exception of the first five (5) student days of the school year and the last five (5) student days of the school year. However, the library of a building may be open for student use during the first five (5) student days of the school year and the last five (5) student days of the school year if the librarian or library aide assigned to that building has a work schedule whereby he/she is allowed to work extra days immediately preceding the beginning of the school year or extra days immediately following the end of the school year. When regular library staff is not available, teaching staff shall have access to libraries so that student access will be possible.
- E. Special Education Classes shall not exceed the rules and regulations established by the State Department of Education.
- F. Efforts will be made to equitably distribute integrated/mainstreamed students. For any classroom which has two (2) or more integrated/ mainstreamed students, upon the request of the affected teacher(s), the Overload Reconciliation Process set forth in B.1. above shall be instituted.

For the purposes of this provision, integrated/"mainstreamed" students shall be defined as any student who according to an I.E.P.C. should spend three (3) or more hours per day in a special classroom environment.

The term "integrated student" shall be defined as any student who according to an I.E.P.C. should spend three (3) or more hours per day in a special classroom environment, but does not, due to parental refusal to allow the student to be classified as handicapped.

A joint conference between the requesting teacher(s) and the principal will determine the utilization and distribution of the Aide assistance.

- G. No class size shall exceed the number of students that can be accommodated by the work stations available.
- H. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- I. The Board agrees to make available to each school a photocopy machine, and word processing capabilities. Support personnel will be provided for K-5 materials preparation given the ability of the district to financially support such positions.
- J. The Board shall provide:
 - 1. A separate desk for each teacher in the District with lockable drawer space or alternate lockable space.
 - 2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
 - 3. Adequate chalkboard space in every classroom.
 - 4. Adequate storage space in each classroom for instructional materials.
 - 5. Adequate attendance books, paper, pencils, pens, chalk, erasers, ditto masters, and other such materials required in daily teaching responsibility.
- K. The Board agrees to exempt elementary staff from the responsibility of noon duty (except in the case of inclement weather, when the teacher shall supervise activities in the classroom) and will provide them with thirty (30) minute duty-free lunch period after the teachers have escorted students to the lunchroom line.
- L. The Board agrees to exempt secondary staff from the responsibility of noon duty (except during the first two weeks of each semester or trimester, two days prior to each scheduled holiday, and during semester or trimester exams) and will provide them with a duty-free lunch period.

- M. If a noon hour aide is not available or if in the opinion of any building principal there is a loss of student control, the teachers in that building shall temporarily be assigned noon duty until the problem is resolved.
- N. The elementary teachers agree to supervise pupils during recess periods on an equitable rotating basis. Each building will make its own arrangement for rotation. In no case will an individual teacher be required to supervise more than four (4) fifteen-minute (15) recesses or two (2) thirty-minute (30) recesses in any one week.

Secondary noon duty, as provided in (N) above, will be on an equitable rotating basis. Each secondary staff shall work out an agreeable rotation procedure with their administrator. Those teachers assigned to teach in more than one building shall not be required to perform noon duty supervision.

- O. The Board agrees to hire extra personnel to supervise elementary playgrounds during the noon hour recess. If non-professional people are not available, the Board agrees to pay the rate of \$12.72 per hour for playground duty to members of the teaching staff as necessary to supervise the playground. The Board may also assign a member of the teaching staff to noon hour playground supervision as part of his/her assignment as long as he/she is provided a thirty (30) minute duty free lunch.
- P. The Board will reserve and properly maintain adequate off-street parking facilities for teachers.
- Q. The Board and the Association mutually recognize the importance of continuous use of the adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the District and include therein all texts which are reasonably requested by the teachers of that school. A sum not to be less than \$50.00 per building per year (not to be less than \$250.00 for the District for the year) will be provided to fund this library. In each building the Association will appoint a committee of three (3) bargaining unit members and the Superintendent or designee who will, on the basis of staff input, select the materials for that building.
- R. Teachers shall not be required to work under unsafe, hazardous, or unsanitary conditions. Such conditions shall be defined as lack of water and/or toilet facilities for a period of two or more hours; lack of adequate lighting and lack of insulation. All attempts should be made to keep walks and parking lots clear.

Under the conditions described above in one or more classrooms, or an entire building, the Superintendent or his/her designee shall be notified. He/she shall make the decision as to the closing of such room(s) or building. If the condition has not been corrected by the following morning, students will be notified that there will

be no school until the situation has been corrected. When a building is closed during the school day teachers may leave when their student supervisory responsibilities are complete.

- S. The Administration will provide office help to relieve elementary teachers of maintaining cumulative attendance record books.
- T. The Board recognizes that many worthwhile conferences take place during the school year. Therefore, the Board agrees to consider requests for attendance at conferences for up to two (2) days per year per teacher at full pay with no loss of sick, personal or any other leave time. The District shall provide the full cost of all substitutes. The individual teachers shall pay all conference expenses unless the Board agrees to do so. The teachers who attend agree to make a written and/or oral report to their building staff.
- U. The administration will schedule parent-teacher conferences in the elementary grades in such a manner that state aid would not be forfeited.
- V. If there is a concern regarding the adequacy of custodial services, the concern shall be called to the attention of the principal or, in the absence of the principal, the superintendent.
- W. When classroom Aides are absent, the Board will attempt to obtain a substitute.
- X. Preliminary class lists of students shall be provided to teachers on or before the first day of school for teachers.
- Y. The Board recognizes its responsibility to give Administrative backing and support to its teachers with respect to the maintenance of control and discipline in the classroom.
- Z. In the event more than four (4) preparations per semester or trimester are assigned to a teacher in grades 6-12, the Principal, when requested, will hold a conference with the affected teacher to explore alternatives. In the event the assignment is not modified and more than four (4) preparations remain assigned, the affected teacher will be compensated an additional \$500 per year per preparation in excess of four (4). This provision shall not apply to departments with less than two (2) full-time teachers or to the library, or physical education department; nor shall this provision apply to the 6th grade, if it is run on a self-contained classroom basis. In the event a subject is separated into parts or sections reflecting differences in student performance or learning abilities, the separate parts or sections shall not be considered to constitute separate preparations.
- AA. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SXI, SMI, TMI), the teacher shall not be expected to perform routine, scheduled maintenance of a

medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the students impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the responsibility of the teacher to implement the student's Individualized Educational Plan for attending to the educational needs of the student while in the teacher's class.

- BB. Alternative education teachers are in the bargaining unit and the Board shall engage in collective bargaining with the Association regarding wages, hours and terms and conditions of employment of alternative education teachers. It is recognized that the alternative education program may be structured in a manner distinct from the regular education program and may deviate from the terms of this Agreement for that reason. The Board shall notify the Association about how the alternative education program is structured and negotiate with the Association in the event the Association demands to bargain about any change that deviates from the terms of this Agreement.

ARTICLE VI

Teaching Hours, Class Load and Discipline

- A. The teacher day shall begin 15 minutes prior to class time. Teachers may leave 10 minutes after the last class is dismissed. The Board shall determine the starting and ending times for students in each building. It is recognized that the times for each building may vary.

If any provision of this agreement restricts the School District in reaching the required amount of instruction clock hours, the District reserves the right to adjust the schedules as necessary to assure minimum compliance. Adjustments in such instances will not require additional compensation. This additional time will be determined on a meet and confer basis.

- B. IEPC meetings shall be scheduled at times that are mutually agreeable to all of the parties involved. The meetings may be scheduled during either the teacher's planning time or after school. In no case shall a teacher's class be unsupervised as a result of an IEPC meeting.
- C. It shall be the duty of the administration to inform the staff twenty-four (24) hours prior to any staff meetings, except in rare emergency circumstances. Individual teachers shall stay later than described in Section A above at the request of the building principal for a specific purpose. Every reasonable effort will be made to keep the meetings to approximately forty-five (45) minutes.

Although it is recognized that the nature of some meetings are such that they will exceed forty-five (45) minutes in length, every reasonable effort will be made to keep

meetings to approximately forty-five (45) minutes. The School District shall have the right to schedule two (2) meetings per year for the purpose of more substantive issues, which shall be scheduled at least one month in advance and may be of one (1) hour and thirty (30) minutes in duration.

- D. High school and middle school teachers will have one (1) unassigned class period per day for preparation. The period will be approximately equal to a teaching period.

A minimum of 260 minutes of elementary preparation time shall be provided. Should special programs (Art, Music, Phys. Ed., Library) be reduced or eliminated, this provision shall be reviewed by the Board and the Association jointly following procedures as outlined in Article XX, Section A.

- E. Any teacher may voluntarily accept a class assignment as a substitute, in place of an assigned preparation period and shall be compensated, when substituting, at the rate of \$17.00 per period. Teachers shall be given the opportunity to cover such classes provided they can be readily located. In case of block scheduling, teachers will be compensated at the rate of \$25.50 per period.

Any teacher required to cover a class while covering his/her own class shall be compensated at the rate of \$20.00 per period in addition to his/her regular pay. In case of block scheduling, teachers will be compensated at the rate of \$30.00 per period.

Any teacher having a team teaching assignment (i.e., two teachers assigned to the same classroom) who is required to cover a class alone because his/her teammate is absent shall be compensated at the rate of twenty dollars (\$20.00) per period in addition to his/her regular pay unless the District has retained a substitute for the absent teacher. If a special education teacher is assigned to a classroom with a regular education teacher, this shall not constitute a team teaching assignment unless ten (10) or more special education students are assigned to the classroom for the purpose of receiving special education from the special education teacher.

- F. Teachers of music, art, physical education, librarians, special education certified personnel, and counselors shall be provided preparation time to the same extent as other teachers in the District.

The Board will attempt to obtain substitutes for teaching specialists, such as art and music instructors, in the same manner that it attempts to obtain substitutes for other teachers in the District.

ARTICLE VII
Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.
- B. The Board recognizes that the Code of Ethics of the Education Profession and the Michigan Professional Educators Code of Ethics are considered by the Association and its membership to define acceptable criteria of professional behavior.
- C. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline of the Code of Ethics of the Education Profession and the Michigan Professional Educators Code of Ethics shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher.
- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher.
- E. Curriculum: All teachers of a given subject or a given grade level shall be required to follow the curriculum guide or text for the subject or grade level unless granted specific permission by the administration to do otherwise.

ARTICLE VIII
Qualifications and Assignments

- A. All current teaching staff except those listed below shall receive written notice of their tentative teaching schedules and assignments for the forthcoming year no later than the final day of school. In the event that changes in such schedules or assignments are proposed, all teachers affected shall be notified and consulted about such changes as soon as possible.
 - Exceptions: Elementary Physical Education
 - Elementary Music
 - Elementary Art
 - Recess and Noon Duty
 - K-12 Speech and Language Therapist
 - Reading Teachers
 - Special Education Teacher
 - Consultants

- B. 1. “Qualifications” or “qualified” shall mean that the teacher:
- a. Possesses a major or minor appropriate to his/her assignment; and
 - b. Meets all applicable standards for a “highly qualified” teacher under the No Child Left Behind Act, including the NCLB final regulations, 34 CFR200-55-200.56, and the Michigan Definition for identifying Highly Qualified teachers, as approved by the State Board of Education.
2. If a teacher who is required to meet the NCLB “highly qualified” standards (as outlined above) by the end of the 2005-2006 school year does not meet those standards, he/she shall first be assigned to an existing vacancy for which he/she is certified and qualified.

If the teacher cannot be assigned to a vacancy for which he/she is certified and qualified (as outlined above) he/she will be placed on layoff status, under the provisions of Article XX of this Agreement unless the teacher is certified and qualified to displace a less senior member of the bargaining unit. In the latter event, the more senior teacher shall displace a less senior bargaining unit member holding an assignment for which he/she is certified and qualified (as outlined above), beginning with the least senior bargaining unit member. The teacher ultimately displaced shall be laid off and shall have recall rights to the extent provided in Article XX of this Agreement.

- C. 1. No involuntary transfers shall be effected, unless there is reasonable cause for such transfers. Such transfers are to be minimized to the greatest extent possible.
2. Involuntary transfers shall be defined as:
- a. For grades PreK-5, a change of more than two (2) grade levels made after August 1, and the teacher has not taught the new assignment in the past three (3) years;
 - b. For grades 6-12, changes in major subject area made after August 1, and the teacher has not taught the new assignment in the past three (3) years. Major subject areas are defined in Article V. A,2.
3. In the event of involuntary transfers made after the week before the first student day of the school year, the affected teacher(s) will receive two (2) days for planning before beginning the assignment.
4. In the event of an involuntary transfer under (2) above; at least two (2) additional days during the school year to attend, at District expense, training,

conferences, or other classroom visitation in the new area of teaching (or grade level). Any conference must be approved by the Superintendent.

- D. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily for good cause, outside the scope of their teaching qualifications, certificates or their major or minor field of study and the Association shall be so notified in each instance. This section shall not be construed as limiting the School District's right to employ noncertificated teachers in accordance with Section 1233 of the Revised School Code.
- E. A vacancy is defined as a professional position in the bargaining unit which is unoccupied because it is a newly created or because the bargaining unit member who held that position has permanently severed his/her employment in the bargaining unit. Whenever a job or position vacancy arises during the academic school year, the Superintendent or his designee shall post notice of same in the Central Office and send it to each bargaining unit member with an e-mail address. It shall be the employee's responsibility to designate a personal e-mail address if they are not using a district e-mail account. It shall be the employee's responsibility to notify the Board of the Employee's personal e-mail address. The Board shall not be responsible if an e-mail sent to a personal e-mail address is blocked or not received. This notice shall appear for at least (5) days. The Board agrees to give full consideration to all current teaching staff for any job or position vacancy prior to hiring a new teacher for said job or position. In giving full consideration, factors such as seniority, qualifications and certification shall be given appropriate weight. The failure to award a position to the more senior applicant(s) shall not be the basis for a grievance.

In the event a vacancy arises during the academic school year, the Board may hire a temporary teacher for the position for the remainder of the academic school year to avoid disruption. The vacancy will then be posted and filled for the ensuing school year. The temporary employee shall not be a member of the bargaining unit and accrue seniority or other continued rights to employment under this Agreement. Unless otherwise required by law, the employment of the temporary employee shall terminate effective the end of the academic school year.

Teachers interested in transferring from within a building from grade level to grade level or department to department or from one building to another building and are qualified for the position that is created or is vacant shall indicate in writing to their building principal and the Superintendent their choice of jobs before June 1 of that school year. If a vacancy occurs, said teacher is to be contacted before the position is filled. All jobs or positions that are created or become vacant during the summer vacation shall be posted in the Central Office with a copy sent to the Association President. This notice shall appear for at least five (5) days. If there are no applications for the position on file from staff members, the five (5) day summer posting may be reduced to two (2) days. Teachers are encouraged during the

summer vacation to call the Superintendent's office weekly for up-to-date information on job vacancies. The Board can fill a vacancy through the recall of a laid-off staff member, as provided for in Article XXI, rather than the transfer of a teacher who applies for the position or filling the vacancy pursuant to this section.

F. Special Teaching Assignments:

1. No teacher shall be required to work a split shift or to teach less than three hours in a summer school program.
2. The Board agrees to make every effort to maintain at all times an adequate list of substitute teachers. Teachers shall be informed of a telephone number they will call to report unavailability for work.
3. Teachers are to call to report absences before 6:30 a.m.
4. Once a teacher has reported his/her unavailability for work, it shall be the responsibility of the administration to arrange for a substitute teacher.
5. Detailed lesson plans shall be made available for the substitute.
6. High school teachers who volunteer to help supervise high school graduation exercises by performing activities mutually agreed upon with the high school principal will not be required to report to work on the last teacher day of the school year, provided their work is completed to the satisfaction of the school principal.

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| ARTICLE IX Illness or Disability |
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A. Sick Leave

1. At the beginning of each school year, each teacher shall be credited with ten (10) days sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year to a limit of 140.

Should a teacher leave employment with the District before the end of the school year, their final pay check will be adjusted for sick days not earned at the rate of one day per month.

2. Sick leave days may be used by an employee for:

- a. His/her own illness or disability, which shall include, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.
 - b. The illness or disability of a spouse, parent, parent-in-law, brother, sister, child, or other household dependent. Upon approval by the Superintendent, they may be used for others when the closeness of the relationship justifies this.
3. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of the illness or disability or for one (1) year, whichever is less.
 4. Absence due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Worker's Compensation Act for the period of such time as necessary up to one year. Time shall be pro-rated against sick leave at the rate of 1/2 day of sick leave per day on Worker's Compensation.
 5. The Board agrees that maternity leave will follow the same procedure as the current sick leave policy.
 6. Upon returning to school after an illness each teacher shall sign the District form indicating the reason of absence, same to be filed in the Principal's office. The teacher shall receive a copy.

B. Bereavement Leave

In the case of death of any person named in A.2.b. above, the teacher shall be allowed five (5) days paid leave, not chargeable to the teacher's sick leave allowance. One (1) day shall be allowed in the event of the death of a grandparent or spouse's grandparent. Should the teacher require additional leave days, they are to be charged to sick leave.

C. Personal Business Days

At the beginning of each school year, each teacher shall be credited with two (2) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. However, a personal business day granted for a recreational purpose or for other employment shall be without pay. A teacher planning to use a personal leave day shall notify the principal at least two (2) days in advance. In the case of an emergency, the two (2) day notification does not apply. The teacher may be asked to explain the reason for

any personal leave requested for a school day immediately before or after a holiday, weekend, or vacation period and reasonable restrictions may be imposed on personal leaves on such days. Unused business days may accumulate to three (3), no more than (2) of which may be used consecutively. Unused personal business days in excess of three (3) at the end of the school year will convert to sick days.

Subject to the advanced notification conditions, each teacher may apply, to their building administrator, for personal business days, using the agreed upon application form. The current form will be modified to consist of four (4) copies. Days granted immediately before or after a holiday, weekend, or vacation period will be done so consistently between buildings using substitute availability, the number of district scheduled absences, the nature of scheduled activities, and whether the requested day(s) are recreational or for the purpose of seeking other employment as the primary considerations to determine whether the request should be granted or denied.

Travel or vacation complications shall be considered a basis for an emergency personal business day at the discretion of the superintendent.

The building administrator will forward all personal business day requests to the SEA President, and superintendent for his review if granted or his consideration if denied, to maintain a consistent standard in the district.

The parties agree to jointly monitor the process and share information in a constructive manner in order to resolve issues before they become major conflicts.

The District and the Association jointly agree that maintaining a stable educational environment for the students is a priority. Consequently, an attempt will be made to avoid personal business days on days preceding or succeeding a holiday or vacation period.

The parties also agree that personal business day applications will be considered before the intended usage date if applications are received in sufficient time with the information necessary for consideration. Administration will promptly respond within two (2) business days of the date the administrator has the necessary information for personal business day requests.

The procedure outlined above shall be in place upon signing of this agreement and shall remain in place until the expiration of this collective bargaining agreement. All Letters of Agreement, precedent, and past practice related to granting of personal business days shall be ended as of the ratification date of this agreement.

D. Jury duty, court appearances.

Teachers called for jury duty, or subpoenaed for a court appearance, or called to appear at an arbitration by the Board, shall receive full pay (with the exception of court appearances related to labor disputes involving the Board). There shall be no charge against sick, personal business, or any other leave. If the teacher receives compensation for such appearances, he/she shall reimburse the District for said amount.

E. General Provisions for all leave days:

Leave time shall, at the teacher's option, be taken in one-half (1/2) day increments. The ½ day points shall be:

High School - end of second block
Middle School - end of third period
Elementary - Noon

F. In the event of a snow day or other Act of God day, no teacher will be charged against sick or other leave time which was previously arranged.

G. Family and Medical Leave

1. Upon request, the employer shall grant a leave of absence to any bargaining unit member, pursuant to the Family Medical Leave Act (FMLA) for the following purposes:

- a) The serious health condition of the Employee; or
- b) The serious health condition of the Employee's spouse, parent or child as contained in the Act; or
- c) The birth of a child; or
- d) The placement of a child for adoption or foster care.

Child includes any individual under 18 for whom the employee serves in Loco Parentis; a child over 18 who is incapable of self care because of physical or mental disability; or a biological, adopted, or foster child.

The maximum accumulated leave time granted pursuant to this section shall be limited to twelve (12) weeks (60 working days) per twelve (12) month period.

2. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the

employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment. This is subject to Article XX, seniority, layoff and recall provisions.

3. The Employee shall have the option of first using accumulated paid sick leave and/or personal leave during the leave but only for days scheduled as work days. In accordance with the FMLA, the Employer may require an Employee to substitute paid leave for unpaid FMLA leave, but in no case may the Employer require that the Employee's remaining accumulated paid sick leave and/or personal leave days balance drop below five (5) days of accumulation.
4. Insurance benefits will be continued during the leave under the same conditions and at the same level as if the Employee were still at work.
5. Seniority shall accrue during an initial FMLA leave. For subsequent FMLA leaves, seniority will be subject to the provisions of the Act.
6. The Employee shall have the right to take the leave on a reduced or intermittent schedule pursuant to the restrictions as contained in the Act.
7. Where the need is foreseeable, the Employee will provide the Employer at least thirty (30) calendar days written notice of the request for the leave. It will include the reason for the request; medical verification; the expected beginning date; the expected ending date; and whether or not the Employee intends to use paid leave for any part of the leave. If it is not foreseeable, the Employee will give medical verification and as much notice as possible.
8. If an instructional employee's return date from a FMLA leave is within three (3) weeks preceding the end of the semester, the Employer's right to postpone return until the beginning of the next semester shall be governed by the terms of the Act. Such postponement of return leave shall be governed by Article XIV B 1.
9. Except as limited by the express language of this Agreement, Board reserves all rights granted to it under the FMLA.

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| ARTICLE X Teacher Incapacity |
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- A. Whenever the Board claims a teacher is physically or mentally incapable of performing classroom teaching duties, it shall notify the teacher and association, in writing, of its claim and the specific basis for its claim. The Board shall obtain at its expense an opinion from a qualified physician, psychologist or psychiatrist addressing whether the teacher can perform the essential functions of his/her position. In the alternative, the Board may accept the opinion of the teacher's

physician. The Board and teacher shall cooperate in promptly scheduling medical appointments and sharing information.

- B. The decision of the Board determining a teacher to be incapable shall be final, and not subject to the grievance procedure if it is consistent with the written findings of the teacher's physician, psychologist or psychiatrist. If the decision of the Board is not consistent with the written findings of the the teacher's physician, psychologist or psychiatrist, the Board's decision may be grieved in accordance with the grievance procedure contained in Article XII of this Agreement.
- C. The teacher shall be returned to the same or substantially equivalent position with no loss of benefits at the end of the period of incapacity specified by the Board in its determination of incapacity. A teacher who is physically or mentally incapable of performing classroom teaching duties shall be granted a leave of absence in accordance with Article IX, Section A.
- D. At any time after thirty (30) days during the period of incapacity the teacher or Association, or both may present in writing evidence, medical or otherwise, and request that the incapacity found by the Board be deemed ended and the teacher restored to regular and normal teaching duties at the regular salary then applicable. The decision of the Board in refusing to restore the teacher to normal teaching duties shall be in writing.
- E. While the Board is obtaining an opinion from a physician, psychologist or psychiatrist pursuant to Section A of this Article, the Board shall have the right to remove or reassign the teacher from the classroom, provided that the teacher is compensated at his/her regular salary during such removal or reassignment.

ARTICLE XI
Continuity of Operations

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive procedure by which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that during the period of this Agreement, it will not, directly or indirectly, engage in or assist in any illegal strike, as defined by Section I of the Public Employment Relations Act.
- B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.
- C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by Act of God or a labor dispute with employees outside the bargaining unit and nothing shall require teachers to report for work in such circumstances and shall suffer no loss of pay for the day.

If school is closed on a scheduled day and the Board is required by law to reschedule the days (to meet legal requirements regarding the minimum number of days of student instruction and/or to receive full State Aid) the Board may do so. Teachers shall work rescheduled days without additional pay and be subject to payroll deduction for unexcused absence. Rescheduled days will be added to the end of the calendar.

- D. In the event of school closing, designated radio and TV stations should be notified not later than 7a.m. or as soon as possible thereafter.
- E. Negotiations for a new Master Contract between teachers and the Stockbridge Community Schools should begin no later than June 1 of each year in which the present contract expires.

ARTICLE XII
Professional Grievance Negotiations Procedure

- A. A claim by a teacher that there has been a violation, misinterpretation or misapplication of any express provision of the Agreement may be processed as a grievance as hereinafter provided.

- B. The number of days indicated at each step of the Grievance Procedure shall be considered as maximum, and every effort should be made to expedite the grievance process. Any time may be extended by mutual consent.
- C. Timelines shall be strictly followed. The failure of an aggrieved person to file or proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- D. The failure of an Administrator to communicate his/her decision to the teacher within the specified time limits shall permit the teacher and/or Association to proceed to the next step in the Grievance Procedure.
- E. In the handling and processing of a grievance, the following procedure shall apply:

Level One

A teacher believing himself/herself wronged by an alleged violation of the express provisions of this contract shall within fifteen (15) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant(s) or a representative of the Association;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsection of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.
7. It shall specify if the grievance is represented by the Association.

Level Two

A copy of the written grievance shall be filed with the building Principal and the Superintendent as specified in Level One with the endorsement thereon of the

approval or disapproval of the Association. Within ten (10) days of receipt of the grievance, the Superintendent shall arrange a meeting with the grievant(s) and/or the Association secretary at the option of the grievant(s) to discuss the grievance. Within five (5) days of the discussion, the Superintendent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of the same in a permanent file in his/her office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than thirty (30) days prior to the next regularly scheduled Board meeting.

Level Three

Upon proper application as specified in Level Two, the Board shall allow the teacher or his/her Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. This scheduling is to be within sixty (60) days of submission of grievance to the Board. At the next regulary scheduled meeting following the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Association shall determination of the grievance be made by the Board more than sixty (60) days after the initial hearing.

Such hearing(s) by the Board shall be private on the written request of the grievant, provided that an exception to the Open Meetings Act applies.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing and the President of the Association.

Level Four

Grievances not represented by the Association may not be submitted to arbitration.

If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for arbitration at the request of either party, provided written notice of the request for submission to arbitration is delivered to the Board or Association within fifteen (15) days after the date of the decision under Step Three. Following the written notice of request for submission to binding arbitration, the Association and a representative of the Board shall attempt to select an arbitrator.

If mutual agreement on the selection of an arbitrator cannot be reached within five (5) days after the date of the request for submission to arbitration, the Association shall have ten (10) days to file a demand for arbitration with the American Arbitration Association. The arbitrator shall then be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other.

F. Powers of the Arbitrator

It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He/she shall have no power to rule on any of the following:
 - a. The termination of services of or failure to re-employ any probationary teacher.
 - b. The termination of services or failure to employ or re-employ any teacher on the extra-curricular schedule.
 - c. The termination of Short Term Substitutes and Long Term Substitutes during the first sixty (60) days of service.
 - d. Any matter excluded from the grievance procedure.
 - e. A grievance concerning a matter which is within the jurisdiction of a state or federal administrative agency.
3. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.
4. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
5. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or

the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

6. a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source of a like nature during the period of the back pay;
- b. No decision in any one case shall require a retroactive wage adjustment in any other case unless previously agreed to by the parties.
7. Where no compensation and/or fringe benefit loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. However, he/she shall have the power to order payment for lost interest, where appropriate.
8. No more than one grievance may be considered by the arbitrator at the same time except upon expressed written mutual consent.
9. An arbitrator shall have no authority to order reinstatement or back pay pursuant to for a terminated substitute teacher.
10. Matters subject to the jurisdiction of the Michigan Tenure Commission shall not be subject to arbitration. It is expressly recognized that any matter taken to the Tenure Commission and denied jurisdiction shall be subject to binding arbitration and may be initiated by the Association at Level Three.

- G. If the Board or Superintendent believes there has been a violation of a specific article or section of the Agreement, it may file a grievance against the Association. Such grievance shall be in writing and shall set forth the issue involved. Such grievances shall follow the same process as outlined in Article XII, Section E.

Such hearing(s) by the Association shall be private on the written request of the grievant, provided that an exception to the Open Meetings Act applies.

A copy of the written decision of the Association shall be forwarded to the Superintendent for permanent filing.

If the grievance remains unresolved, it may be submitted for binding arbitration by the Board. This shall not be construed as a condition precedent which must be pursued by the Board. The selection of an arbitrator shall follow the same process as a Level Four Association Grievance.

- H. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

I. Miscellaneous:

1. A grievance may be withdrawn at any step without prejudice.
2. The Association shall have the right to initiate a grievance involving the right of a teacher(s).
3. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
4. All preparation, filing, presentation or consideration of grievances up to the level of arbitration shall be held at times other than when a teacher or a participating Association Representative are to be at their assigned duty stations.
5. All time limits in the grievance procedure shall refer to working days. For purposes of this grievance procedure, working days shall be defined as days when school is in session during the academic year and days when the central office is open for business during the summer months between academic years.
6. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
7. It is understood by the parties that no grievance shall be filed or based upon any alleged grievance occurring when this Agreement was not in effect.
8. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
9. Mass grievances on the same subject shall be handled by the Board as one grievance and the answer directed to the Association Representative.
10. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discussing and having it resolved informally with the Employer; provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Employer is not inconsistent with the terms of this Agreement.

ARTICLE XIII
Teacher Evaluation

- A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least two (2) times during the school year. The first evaluation of the probationary teacher shall take place during the first semester or trimester at least two (2) months after the beginning of the semester or trimester. The second evaluation shall take place during the second semester at least sixty (60) days prior to the end of the school year. The second evaluation shall be based upon at least two observations held at least sixty (60) days apart unless a shorter interval is agreed to by the probationary teacher and the administrator. Each probationary teacher shall be provided with an individual development plan (IDP). Tenured teachers shall be provided with a year-end evaluation at least once every three (3) years. The year-end evaluation will be based upon at least two (2) observations. A tenured teacher who receives an unsatisfactory evaluation shall be provided with an IDP.
- B. Evaluations shall be conducted by a designated administrator (determined by October 1) except for the special education staff who shall be evaluated by the administrator responsible for supervision of these programs. The Board may assign other administrators or individuals with expertise to evaluate staff members who are experiencing performance problems or deficiencies. The Board agrees to have a list of duties and responsibilities prepared for traveling teachers.
- C. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes and shall be conducted openly and with full knowledge of the teacher. Video-taping for the purpose of performance evaluation shall only be conducted with the consent of the teacher.
- D. At least one (1) formal observation shall be preceded by not less than forty-eight (48) hours notice.
- E. All evaluations shall be reduced to writing and a copy given to the teacher within ten days of the last observation the evaluation is based upon. If the teacher disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question.

If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of the assistance to be given by the administration.

- F. Following each formal evaluation, which shall include a conference with the evaluator, the teacher shall sign and be given a copy of the evaluation report prepared by his evaluator. In no case shall the teacher's signature be construed to

mean that he/she necessarily agrees with the contents of the evaluation. A teacher may submit a self-evaluation and/or submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the teacher's personnel file.

- G. No later than March 30 of each probationary year the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent including additional evaluations made by others at the teacher's request. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the Association.
- H. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom. Test results of academic progress of students shall not be used solely in any way as evaluative of the quality of a teacher's service or fitness for retention. When such test results are utilized, factors such as other causal factors such as the family environment, the validity and reliability of the instrument, possible cultural biases of the instrument, and other testing problems shall also be considered.
- I. Each teacher's evaluation shall include at the conclusion of the report, the statement: "Considering all factors, the work performance of this teacher is ___satisfactory; ___unsatisfactory (check one)".

In the case of any evaluations marked "unsatisfactory", the Association President shall be notified. Unless the individual requests otherwise, an Association Representative shall be included in evaluation conferences until the teacher is deemed "satisfactory".

- J. At any stage of the evaluation process, the teacher shall have the right to request Association Representation.
- K. If discharge of a teacher (including denial of tenure) is to be considered because of inadequacies observed in the teacher's professional work with students, such action must minimally be preceded by:
 - 1. Repeated observations of the inadequacies through the observation process.
 - 2. Clear direction that the teacher must improve and the consequences of failure to do so.
 - 3. Adequate opportunity for the teacher to make improvement.

4. A recommendation regarding what the teacher should consider doing in order to correct inadequacies.
 5. The teacher may request an evaluation by another administrator named by the teacher.
- L. The Board agrees to follow a policy of progressive discipline designed to assure that the discipline imposed upon a teacher is appropriate for the conduct for which the teacher is being disciplined. Progressive discipline normally includes a verbal warning, written warning, reprimand, suspension, with discharge as final and last resort. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action and shall be issued in person.
- M. If the behavior which precipitates the discipline justifies the discipline which is imposed, it is understood there is no obligation to first impose a lesser type of discipline. For example, any teacher found guilty of criminal acts against any student can be discharged without following the above disciplinary procedure.

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| ARTICLE XIV Unpaid Leaves of Absence |
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- A. Guaranteed Leave. Any teacher shall, upon written request, be granted an unpaid leave of absence for up to one (1) year for the following reasons:
1. Child Care
 2. Adoption
 3. Military Service
 4. Study
 5. Career Exploration or Job Retraining
 6. Other reasons at the discretion of the Superintendent
- B. Unpaid leaves shall be subject to the following provisions:
1. The teacher shall be returned at the end of the leave to a position for which she/he is certified and qualified as prescribed in Article VIII B. The teacher shall be returned to the same position he/she held previously, if available. However, the terms of Article XX shall supersede this right.
 2. If the teacher is on a leave of indefinite duration, she/he must provide a sixty (60) calendar day notice of their return date.

3. The teacher shall notify the Superintendent in writing by April 1 if the leave expires at the end of the present school year (last scheduled day of work), or at least ninety (90) calendar days prior to the end of the leave if the leave expires other than at the end of the present school year, of his/her intent to return to work upon expiration of the leave. Unless the leave is extended, the teacher's failure to provide the written notice constitutes the teacher's resignation.
4. The teacher shall have the option of continuing insurance coverage at his/her own expense, if this is permitted by the carrier.
5. Time spent on unpaid leave shall not be counted for advancement on the salary schedule. Time spent on unpaid leave shall count for continuous accrual of seniority (up to a maximum of one year).
6. If the teacher applies in writing at least ninety (90) calendar days prior to the end of the leave, he/she may be granted an extension for up to one additional year.

ARTICLE XV
Termination Leave

After five (5) years in the system, the teacher upon leaving shall receive terminal leave pay of \$15 per day for the unused portion of accumulated sick leave days with a maximum of 100 days provided that the teacher submits a letter of resignation no later than the last scheduled teacher day of work for that school year.

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| 1- 50 | Days | \$15 |
| 51- 75 | Days | \$20 |
| 76-100 | Days | \$25 |

ARTICLE XVI
Retirement

- A. The Board may adopt a mandatory retirement policy if it becomes legal to require mandatory retirement under state and federal law. Mandatory retirement at less than seventy (70) years shall only be required if it is negotiated with the Association. Any mandatory retirement policy shall allow employees to continue employment on a year-to-year basis upon mutual agreement with the employer.
- B. Early Retirement - As an incentive for early retirement, the Board agrees to provide those teachers selecting early retirement, in accordance with the provisions of the State Retirement Act, Social Security Bridge payments according to the formula below:

The teacher shall receive one thousand dollars (\$1,000.00) each year (or fraction thereof) from the date of the teacher's retirement until his or her eligibility for full social security benefits.

This Bridge payment will be granted to no more than three (3) newly retiring teachers in a given year based on their seniority in the District.

The Bridge payment(s) shall be made in an annual lump sum on November 1st of each year of eligibility, with the first payment due in the calendar year that early retirement occurs. At the teachers option, for teachers retiring at the end of the calendar year or the end of the first semester the lump sum payment(s) may occur on April 1st of each year. The teacher must designate which payment date they select no later than their actual date of early retirement and such selection is irrevocable.

The teacher must meet state requirements for retirement. "Retirement" means the teacher must make application for benefits under the Michigan Employees Retirement Fund.

The teacher will not receive the assistance payment until the teacher has presented proof of retirement from the Michigan Employees Retirement System and submitted an official copy of birth certificate and/or official proof of birth.

Upon notification to the Board prior to June 30 of the prior school year, teachers assigned to elementary schools exclusively may retire on December 31 and teachers in middle and high school at the end of the first semester, or with notice by April 1 any teacher may retire at the end of the school year.

Failure to provide prescribed notification shall void the assistance pay provisions of this agreement.

It is expressly understood that if the early retirement provision is declared illegal that the provisions thereof shall be null and void and the Board shall not be under any further obligation to recipients of the program, their heirs or assigns nor to the Association or its successors.

Benefits under this provision shall not terminate upon the death of the retiree since it is intended as a benefit to the retiree and/or designated beneficiaries.

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| ARTICLE XVII Association Business |
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A total of eighteen (18) days shall be allowed for Association business (with a limit of six (6) days per member except that the limit for the Association President shall be ten (10) days). These days shall be used at the discretion of the Association with three (3) days

prior notification to the administration except in an emergency. The Association shall pay for the substitute teacher.

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| <p style="text-align: center;">ARTICLE XVIII Pay Periods</p> |
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When a pay day falls during a vacation period the checks will be mailed out on the day before the pay day unless certain other specific instructions have been given to the payroll department.

The teacher may select the option of twenty-one (21) pay periods or twenty-six (26) pay periods. There will be no option for summer pay in a lump sum with the last pay of the school year.

Direct deposits to the Credit Union will be delivered to the post office on the day preceding the pay date in sufficient time to meet the mail pickup deadline.

Teachers who are on unpaid leave status for any portion of the school year, will be paid the remainder of their contract in one lump sum payment. However, this will not occur if the teacher notifies the Board that he or she desires the amount earned to be paid over the remaining pay periods. A teacher who provides such notification will still be considered to be on unpaid leave status.

ARTICLE XIX
Annexation, Consolidation, or Other Reorganization of the District

The Association shall be informed immediately of any investigation or planning of any annexation, consolidation, or other reorganization of the District.

The Association will be involved in all such planning and Association recommendations will be given serious consideration.

ARTICLE XX
Seniority, Layoff, and Recall

- A. The Board will consult with the Association prior to making any reductions. If there are any viable alternatives to reduction of staff which are acceptable to the Board resulting from this consultation, they shall be implemented. The order of reduction shall be governed by seniority, that is the teachers with the least service with the District shall be laid off first in accordance with the seniority date provided, however, that a more senior teacher may be laid off while a less senior teacher is retained if the more senior teacher is not certified and qualified for the position held by the less senior teacher. When more senior teachers are laid off while less senior teachers are retained, the Association's president will be advised in advance of the number and category of such teachers. The discretion hereby vested on the Board shall not be abused. Complaints that the Board has abused its discretion in this respect may be taken up through the grievance procedure provided in this Agreement.
- B. Any staff member who is to be laid off shall receive written notice via certified letter no later than sixty (60) days before the effective date of layoff.
- C. Seniority shall be computed from the last date of hire with the Stockbridge Community Schools in the bargaining unit. Seniority shall be broken by resignation from the bargaining unit, or termination for just cause.

Administrators shall receive no seniority in the bargaining unit; acceptance of an administrative position breaks all previous seniority in the unit. The only exceptions to this provision shall be for the individuals holding a split position in the Bargaining Unit and as an administrator, who shall retain the seniority dates they have previously been granted. In situations where more than one individual has the same seniority date, a permanent seniority rank order shall be established (prior to the publication of the seniority list) utilizing the following "tie-breakers" in the following rank order:

- 1. Total K-12 certified teaching experience under at least a regular school year contract.

2. Most advanced degree held. The degree must be in the field of education or the subject taught.
3. Graduate hours beyond the degree held. The hours must be in the field of education or the subject taught.
4. Substitute service to the District.
5. Substitute service outside the District.

Effective, September 1, 1983, time spent on leave (up to one year) or layoff shall not be construed as a break in continuous service and seniority shall continue to accrue.

- D. All staff members shall be responsible for keeping their home address and telephone number current with the administration.
- E. The District shall prepare and present to the Association a current seniority list of bargaining unit members prior to October 1 of each year. Accompanying the name of each teacher on the list shall be the seniority date in the bargaining unit and each teacher's certification. No person other than a member of the bargaining unit shall possess, retain, or accrue seniority within the bargaining unit. Effective September 1, 1983, service at less than the full teaching load or for part of a school year shall count as if the service was at the full teaching load.
- F. Unless required by the Tenure Act, if a teacher who is given notice of layoff obtains additional certification or qualifications after the effective date of layoff, the teacher shall not be entitled to be recalled by causing the layoff of another teacher. A teacher who is "bumped" by a teacher is subject to immediate layoff without regard to the advance notice requirements of this Article.
- G. Teachers on layoff shall be recalled in order of greatest seniority, provided the more senior teacher(s) are certified for the vacancy or vacancies to be filled. No new teachers shall be employed by the Board while there are teachers of the District who are laid off unless there are no laid off teachers who are certified and qualified to fill the vacancy. A teacher shall lose all rights to recall if he/she is not recalled within three (3) years from the effective date of layoff.
- H. The Board shall give written notice of recall from lay off sending a certified letter to the teacher, with a copy sent to the Association President. The Board may rely upon the last address shown on its personnel records. It shall be the responsibility of the teacher to keep the Board informed of his/her current address. If there is no acceptance of the recall to the vacancy within fourteen (14) calendar days from the time of receipt of the notice the right to the vacancy shall be forfeited.

- I. Reduction of a position by the Board from full to part time shall be considered a partial lay off. Remaining in the reduced position shall not affect the teacher's right of a recall to a full time position.
- J. Refusal or acceptance of a position that is not equivalent in time to the position previously held shall not affect a teacher's recall rights.
- K. Upon the request of the individual teacher, laid-off teachers shall have the priority right to fill substitute positions (both long and short term) that occur. Compensation shall be at the substitute rate of pay.
- L. As it relates to layoff and recall a tenured teacher shall have preference over a probationary teacher regardless of seniority.
- M. The term CERTIFIED as used in this Article shall mean possessing the certification and qualification standards set forth in Article VIII Section B.
- N. The Board shall have the right to propose an early retirement incentive program to the Association if it desires to do so to avoid involuntary layoffs.

ARTICLE XXI
Student Teachers

No student teacher shall be used as a substitute, nor shall the supervising teacher be removed from the classroom to substitute or for other purposes.

Any teacher shall have the right to refuse a student teacher.

ARTICLE XXII
Subcontracting

The Board agrees to negotiate with the Association prior to subcontracting any bargaining unit work.

ARTICLE XXIII
Miscellaneous

- A. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of

collective bargaining. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily waives the right to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This Section, however, does not prohibit the parties from mutually agreeing to reopen provisions of this Agreement. In the event any proposed School Improvement Plan conflicts with this Agreement, upon mutual agreement of the Board and Association this agreement will be reopened for the purpose of conducting negotiations regarding the provision(s) of this Agreement which are in conflict.

- C. This Agreement constitutes the full and complete Agreement between the parties. It cannot be extended orally.
- D. Any individual contract executed between a teacher and the Board is subject to the terms and conditions of this Agreement. It is intended that this provision takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this provision.
- E. Upon qualification of the School District and the mutual agreement of the Board and teacher, the Board may make payroll deductions for contributions to the Member Investment Plan Fund created by 1985 P.A. 91.

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| ARTICLE XXIV Job Sharing |
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The purpose and intent of this Job Sharing Article is to provide for the opportunity to enter into a Job Sharing experience that is mutually acceptable to the teachers, building administrator, and the Superintendent, and at the same time continue to serve the educational needs of the students.

- A. Job Sharing shall be defined as two (2) teachers sharing one (1) full-time position.
- B. Personnel involved in a shared position shall be regular contracted employed staff. If only one (1) regular contracted staff member desired a shared time position the other part of the position may then be posted outside of the bargaining unit. In no event may the hiring from outside for a Job Sharing position result in a lay-off of a current bargaining unit member.

The administrators and teaching staff will communicate to ensure that the relationship between staff persons is facilitative for the benefit of their students.

- C. The individuals and the position(s) involved in Job Sharing are subject to the terms and conditions of the Master Agreement.

- D. Job Sharing shall be considered a partial Leave of Absence for full-time personnel. The Leave shall be subject to the provisions for Leaves of Absence as contained in the Master Agreement.
- E. Agreement to share a full-time job assignment shall commit the participating teachers and the Board to not more than one (1) school year.
- F. At the end of the original assignment and by mutual agreement of the teachers, the Principal, and the Superintendent, the teachers in the Job Sharing Assignment may:
 - 1. Renew the established Job Sharing Assignment, or
 - 2. Create another Job Sharing Assignment.
 - 3. A teacher, upon his/her request at the expiration of the Job Sharing Assignment, shall be returned to their previously held position(s) if such position(s) exists, or if not, to a comparable position. The senior ranking teacher shall have the right to the position that is no longer shared.
- G. If a full-time position opens during the school year in the area of certification of the Shared Time position, that position may be filled on a temporary basis until the end of the school year.
- H. Job Sharing information will be posted and written expressions of interest must be submitted to the Superintendent as early as possible but no later than April 1st. Teachers showing interest will be notified of the tentative Shared Teaching Assignment no later than May 15, and shall have five (5) working days to accept or refuse the assignment. Every effort will be made to notify the teachers involved as early as possible to facilitate planning for the next school year.
- I. In order to finalize a Job Sharing Assignment the teachers and Principal involved shall, no later than the last scheduled work day:
 - 1. Schedule the work time (including lunch time and planning time, if any) and designate the responsibility for each class or subject (i.e. one semester or trimester on - one semester or trimester off, mornings and afternoons, two days - three days, two and one-half days, class hours at the secondary level, etc.).
 - 2. Provide a brief description of how the teacher responsibilities are to be shared including:
 - a) Parent-Teacher Conferences
 - b) Grade level meetings
 - c) Staff meetings

- d) Inservices
- e) 1/2 days
- f) Communication with immediate supervisor and the process to be used
- g) Mutual planning time/Individual planning time

3. Approval of Principal or designee. The Principal may deny a Job Sharing assignment if a reasonable determination has been made that such an assignment would be detrimental to the students involved. Such denial is not subject to the grievance procedure.

The assignment shall become final upon completion of item #1, #2 and #3 above and approval of said plans by the Superintendent.

- J. Teachers in the Shared Assignment may substitute in each other's absence and be paid at the substitute rate.

- K. Sick and individual leave days shall be accrued and utilized on a prorata basis.

- L. Salary and Fringe Benefits shall be provided on the following basis:

1. Salary shall be paid on a prorata basis based on each participant's location on Appendix A.
2. Fringe Benefits shall be provided on a prorata basis (or other mutually agreed upon distribution) with the option made available to the participating teacher(s) to pay for the balance of the insurance premiums (by reimbursing the Board), in order to obtain full coverage. Participating teachers may select:
 - a) Plan A, or
 - b) Plan B (including T.D.A.*), or
 - c) Choices II or its successor (only) and T.D.A.*, or
 - d) T.D.A.* only

Under no circumstance shall the Fringe Benefit cost to the Board exceed the equivalent of Plan A.

*Board contribution to the T.D.A. shall be limited to the balance of the individuals prorata share of the Fringe Benefit cost allotment (or other mutually agreed distribution).

- M. A teacher whose shared assignment is one-half (1/2) or more of a full-time assignment will receive a full years credit for seniority and salary schedule advancement. A teacher whose shared assignment is less than one-half of a full-time assignment will receive a full years credit for seniority and one-half (1/2) years credit for salary schedule advancement.

- N. The planning period for the participating teachers under this agreement will be equitably distributed.
- O. The decision of the Superintendent to accept or reject a shared teaching proposal based upon broader financial and educational consideration is not subject to grievance procedure.

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| ARTICLE XXV Mentor Teacher |
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- A. A Mentor Teacher shall be defined in accordance with Section 1526 of the School Code and shall perform the duties of a master teacher as specified in the Code.
- B. Each member of the bargaining unit in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Superintendent or his/her designee. The Mentor Teacher shall be available to provide professional support, instruction and guidance to the Mentee. The purpose of the Mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. In general, the responsibilities will include by way of illustration, assisting the teacher in fulfilling the objectives of the teacher's Individual Development Plan.
- C. All members of the Bargaining Unit shall be notified of the available position of Mentor Teacher(s). A Mentor Teacher shall be assigned in accordance with the following:
 - 1. Primary consideration for Mentor Teacher positions will be given to tenured bargaining unit members. The Administration will take into consideration, by way of example: building, subject/grade levels taught, degrees earned, areas of certification, participation in professional development activities, and performance record of internal and external applications.
 - 2. Participation as a Mentor Teacher shall be voluntary.
 - 3. The District shall notify the Association when a Mentor Teacher is matched with a bargaining unit member (Mentee). The assignment of the Mentor Teacher shall be finalized by the Administration within thirty (30) workdays of the knowledge that a Mentor Teacher is needed.
 - 4. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
 - 5. Mentee shall only be assigned to one (1) Mentor Teacher at a time unless deemed necessary because of Mentee's assignment.

6. The Mentor Teacher assignment shall be for one (1) year, subject to review by the mentor Teacher, Mentee and Administrator after six (6) months. The appointment may be renewed in succeeding years.
 7. Should either the Mentor Teacher or the Mentee present cause in writing to dissolve the relationship subsequent to the initial six (6) months, the Superintendent or designee will meet with the Mentor Teacher and Mentee to determine an appropriate course of action.
- D. Because the purpose of the Mentor/Mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any manner, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation, for quality of work performance issues, including a plan of improvement, of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing for quality of work performance issues involving the Mentee nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor Teacher.
- E. Release time will be provided the Mentor. Such release time shall be for up to four (4) half days during the Mentee's first year, up to three (3) half days in the Mentee's second year, and up to two (2) half days in the Mentee's third year. If the Mentor believes that additional release time is needed, such request should be directed to the Building Administrator. It is also understood that time between the Mentor Teacher and the Mentee will necessarily take place weekly beyond the normal working day to establish this collaborative relationship. Where possible, the Mentor Teacher and Mentee shall be assigned common preparation time.
- F. Mentees shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching. Professional development may be scheduled within the parameters of the regular work day and work year, or as mutually agreed to by the Mentee, the Mentor and Administrator.
- G. A Mentor Teacher shall receive additional annual compensation of \$500.00 per Mentee.

ARTICLE XXVI
Duration

This Master Agreement will run for three (3) years starting August 21, 2008, and running through August 20, 2011.

In witness whereof the parties have caused this agreement to be executed by their authorized representatives.

Board of Education
Stockbridge Community School

Ingham Clinton Education
Association-MEA/NEA
Stockbridge Education Association

BY: _____
President

BY: _____
President, ICEA-MEA/NEA

BY: _____
Secretary

BY: _____
President, SEA

Date: _____

Date: _____

APPENDIX A
Salary Scale

- A. For the 2008-2009 and 2009-2010 school year, the salary scale below will apply. Prior to the beginning of the 2010-2011 school year, the Board and Association agree to meet to negotiate a salary scale for 2010-2011 school year.

| STEP | BA | PROFESSIONAL | MA |
|------|----------|--------------|----------|
| 1 | \$34,087 | \$34,360 | \$35,995 |
| 2 | \$35,366 | \$35,820 | \$37,327 |
| 3 | \$36,691 | \$37,342 | \$38,709 |
| 4 | \$38,067 | \$38,930 | \$40,141 |
| 5 | \$39,495 | \$40,681 | \$42,395 |
| 6 | \$40,977 | \$42,514 | \$44,780 |
| 7 | \$42,514 | \$44,424 | \$47,295 |
| 8 | | \$46,645 | \$50,001 |
| 9 | | \$48,978 | \$52,863 |
| 10 | | \$51,428 | \$55,885 |
| 11 | | \$56,149 | \$61,280 |

B. Longevity

Effective the 2005-2006 school year, after being on Step 11 for (1) year, the teacher shall receive an additional \$800; after five (5) years, an additional \$1,000; and after nine (9) years, an additional \$1,500.

C. Degree Advancement

A teacher completing requirements to advance to Permanent or Continuing and MA on the Salary Schedule must do so by September 15 to qualify for a full year increase in salary and by February 1 to qualify for half-year increase.

It shall be the teacher's responsibility to submit to the Superintendent the necessary evidence, including material needed for category or step movement. A signed statement from the teacher shall be sufficient evidence until the arrival of official transcripts.

Any tenured teacher completing five (5) years of service in this District and has earned fifteen (15) semester hours beyond his/her MA degree, shall receive \$1,032 additional to his/her basic salary. Any teacher completing five (5) years of service in this District and who has earned thirty (30) semester hours beyond his/her MA degree shall receive \$1,403 additional to his/her basic salary. All credits are to be approved by the administration and must be earned at a college or university accredited by the National Council on Higher Education and approved by the Michigan State Board of Education as an approved Teacher Education Institution.

Any teacher completing requirements for an Educational Specialist Degree, Educational Doctorate Degree, or Philosophy of Doctorate Degree shall receive a \$1,403 stipend upon notifying and verifying such information in writing to the Superintendent by September 15 of the current year of the contract or a \$847 stipend by February 1 of the current year of the contract.

D. Prior Service Credit

Credit on the Stockbridge salary schedule may be allowed to those with satisfactory prior experience.

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| APPENDIX B Fringe Benefits |
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A. The Board agrees to provide the *MESSA Choices II XVA2 3P* Insurance program described below:

At the employee's option, either PLAN A or PLAN B coverage.

PLAN A: Choices II XVA2 Plan 3P Insurance, \$10 Generic/\$20 Brand prescription co-pay; In-Network deductible \$100 per person \$200 per family, Out-of-Network deductible \$250 per person/ \$500 per family; \$5 office visit/\$10 urgent care/ \$25 emergency room copay; Long-term Disability Insurance (60%) coverage; 90 calendar day modified fill; \$2500 maximum; social security freeze; 2 year limitation on alcoholism/drug addiction and mental/nervous; Dental Plan 100/90/90/90: 1,500 /1,000 with "008" Orthodontic Rider, including internal and external coordination of benefits; \$20,000 Negotiated Life with A. D. & D.; VSP-2 Vision Plan.

PLAN B: Dental (as described in PLAN A) LTD (as described in PLAN A), MESSA VSP-3 Vision Plan, \$30,000 Negotiated Life Insurance with A. D. & D.

PLAN B subscribers will receive \$620 per month as cash in lieu of insurance, which may be applied towards the MEFSA'S/MEA-Sponsored Tax-Deferred Annuity or any present annuity plans. Any amounts exceeding the employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups, if permitted by the carrier.

The Board will pay the entire premium for PLAN B. The Board will pay 100% of the 2008-2009 school year PLAN A Choices II monthly premium of \$1214.91. (School year is defined as July 1 through June 30) For the 2009-2010 school year the Board will pay a Choices II monthly premium amount not to exceed 108% of the 2008-2009 monthly premium. For the 2010-2011 school year, and until a

successor agreement is negotiated, the Board will pay a Choices II monthly premium amount not to exceed 108% of the 2009-2010 monthly premium. Any premium in excess of the amount paid by the board shall be paid by the employee through payroll deduction. Should the yearly health insurance premium increase exceed 115% both parties agree to meet to negotiate changes in the health insurance package.

The Board shall have the option whether or not to "PAK" insurance.

- B. The Board of Education agrees to make payroll deductions for employees who join the Capital Area School Employees Credit Union.
- C. Open enrollment shall be held each September, and as scheduled by the carrier. The Board shall have no responsibility to pay insurance costs until the employee is enrolled by the carrier.
- D. The Board shall make payment of insurance contributions when due for all persons to assure continuance of coverage during the full twelve (12) month period commencing the first day of work for the school year.

A teacher who completes the school year shall be entitled to payment of insurance contributions through the summer even though the teacher may not be returning the next school year.

The open enrollment period shall be jointly established by the employer, the union and insurer, including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amounts change which could affect the benefit package.

- E. If a teacher is granted an unpaid leave of absence effective May 1st or later, for the balance of the school year, their insurance payments shall continue uninterrupted through the summer and until the beginning of the ensuing school year.
- F. In the event a teacher commences an unpaid leave the Board will pay the insurance costs per Appendix B for the month said leave begins. The Board will pay the cost of the Appendix B fringe benefits for the month during which said employee returns, provided, however, that the employee gives the Board notice of their intended date of return to work prior to the date insurance payments for that month are due. Any employee whose unpaid leave under this provision encompasses a month in which the Board does not have an obligation to provide Board paid fringe benefits shall have the right to arrange for continuation of said benefits at group rates, if permitted by the carrier. Any employee whose unpaid leave under this provision encompasses a month where Board paid insurance lapses shall have the right to reimburse the Board for continuation of fringe benefits.

APPENDIX C
Extra Curricular

- A. In making assignments in addition to the normal teaching schedule including Adult Education courses, Driver Education, extra duties enumerated in Appendix C, and Summer School programs, qualified teacher's regularly employed in the District shall be given preference over non-bargaining unit members when scheduling interviews. In addition, qualified teachers regularly employed in the District shall be given preference over non-bargaining unit members if they are equally or better qualified than the non-bargaining unit member. Appendix C vacancies shall be posted each year in each building for applications by teachers in the bargaining unit first.

A position shall be deemed vacant when the person who holds or most recently held the position resigns or is notified of his/her non-reassignment. Notification of non-reassignment shall occur within thirty (30) days after the end of the activity. A copy of the postings shall be sent to the Association. The postings will include the dates for each position by which applications must be submitted. All applications shall be made in writing.

- B. If a vacancy is known prior to the end of the school year for the next year in a particular sport/activity, that position shall be posted at least ten (10) days prior to the last scheduled teaching calendar day.
- C. Successful candidates for Appendix C positions will be given a copy of the job description and expectations of their program which will be in effect that year for the position.
- D. The District may, because of financial reasons, cancel any Appendix C activity, but shall pay the employee on a prorated basis for services rendered to the cut off day. The District may also remove an employee from an Appendix C activity for any valid reason provided the employee is paid on a prorated basis for services rendered.
- E. All personnel employed on Appendix C shall be observed during the course of the activity. Any complaint against an employee shall be promptly brought to the employee's attention if the nature of the complaint may affect the employee's job status. All person's holding Appendix C positions shall be evaluated no later than thirty (30) working days after the conclusion of the activity. A copy shall be provided to the person evaluated.
- F. The criteria for evaluations shall be based on the written job descriptions, the program expectations, job performance and documented in the formal evaluation form. The employee shall receive an over-all rating of satisfactory or unsatisfactory.

- G. All personnel, employed on the Appendix C schedule, who are found to be less than satisfactory will be provided with written notification of any alleged deficiencies. If the individual is continued in the position for the balance of the season/program or in the position for the following season/program, the District shall indicate the expected correction and establish a reasonable period for the correction.
- H. Any personnel who are dismissed from an Appendix C activity shall be notified in writing by the athletic director or building principal as to the reasons for such dismissal. The employee shall have the right to appeal a dismissal to the Superintendent who shall meet with the employee in an effort to resolve the matter. If the matter is not satisfactorily resolved, the employee shall have the right to a hearing with the Board of Education which will make the final decision as to the employee's status. At his/her option, the employee shall have the right to have a representative of the Association present at any time in the process. The decision of the Board shall be final and binding. The Association shall not initiate a challenge to the Board's decision.
- I. The job descriptions and the evaluation form as ratified by the parties June 1991 are incorporated herein by reference. Any additions, modifications or changes are subject to the regular negotiations process.

Extra Duty Pay Schedule

Additional professional service over and above the regular teaching assignment are to be reimbursed at the percentage (%) stated in Appendix C based on the first (1) step BA salary schedule. Experience stipends are in addition to the percentage (%) stated.

0-4 years experience in the same sport or activity - % of base

5-9 years experience in the same sport or activity - % of base and \$221.10

10 years or more experience in same sport or activity - % of base and \$442.21

Personnel will be paid for the Appendix C services performed in the next regular paycheck following the completion of all inventory and necessary documents and the last scheduled event. Personnel who are assigned a year-long Appendix C position will be paid in two payments. The first payment of 40 percent to be made with the check preceding Christmas vacation; and the second payment of 60 percent to be made with the 21st check. Personnel desiring an exception to the above may make such a request in writing to the Superintendent who will make the final decision.

APPENDIX C
Extra Duty Positions

2008-2011

14%

Boys Varsity Football
Boys Varsity Basketball
Girls Varsity Basketball
Girls Varsity Volleyball
Varsity Wrestling

12%

High School Yearbook
(12% outside of class,
4% if part of curriculum)
Boys High School Track
Girls High School Track
Varsity Assistant Football
Girls Varsity Softball
Boys Varsity Baseball
Girls Cross Country
Boys Cross Country

11%

Boys Assistant Basketball
Girls Assistant Basketball
Band
J.V. Football
Girls J.V. Volleyball
Head Varsity Girls Soccer
Head Varsity Boys Soccer
Varsity Winter Competitive Cheerleading

10%

J.V. Assistant Wrestling
J.V. Assistant Football
Freshman Head Football
Middle School Yearbook
(10% outside of class,
4% if part of curriculum)
Varsity Winter Sideline Cheerleading
Freshman Girls Basketball
Freshman Boys Basketball

9%

J.V. Boys Baseball
Assistant Boys Track
Girls Tennis
Boys Tennis
Girls Golf
Boys Golf
Girls Assistant Track
Girls J.V. Softball
Freshman Assistant Football
School Paper – one per month

8%

High School Academic Games
High School Science Olympiad
High School Quiz Bowl
Fall Sideline Cheerleading
J.V. Winter Competitive Cheerleading
J.V Girls Soccer
J.V Boys Soccer
Freshman Volleyball

7%

Freshman Baseball
Dramatics or Operetta (per production)
Freshman Basketball Cheerleading
Middle School Cross Country
Middle School Girls Basketball
Middle School Boys Basketball
Middle School Wrestling
Middle School Volleyball
Middle School Boys Track
Middle School Girls Track

6%

High School Student Government
Freshman Football Cheerleading

5%

Forensics and Debate
Middle School Academic Games
Middle School Science Olympiad

Middle School Student Government
Middle School Cheerleading (8)
Middle School Cheerleading (7)

4%

Junior Class Advisor
Drill Team
Intramurals – each level
Middle School Science Olympiad Assistant Coach
Assistant High School Olympiad
PALS
Senior Class Advisor
National Honor Society
Students Against Drunk Driving
Yearbook

3%

Middle School Quizbowl
High School Computer Club
Middle School Computer Club
Literary Magazine
Elementary Tournaments
Sophomore Class Advisor
Freshman Class Advisor
Advanced Placement Coordinator

1%

Middle School Spelling Bee

Drivers Training

Effective 9/17/01 \$17.00 per hour for first year teaching.

Effective 9/17/01 \$20.00 per hour for experience after the first year.

Effective beginning of 2002-2004 school year, \$21.00 per hour for experience after the first year.

Other

Summer beginning band program, effective 9/1/98 \$1,500.00
(Including Gregory July 4th Parade)

APPENDIX D
Curriculum Committee

There shall be a curriculum and instructional committee comprised of interested teachers appointed by the Association and interested Administrators, Board members, and community members appointed by the Superintendent. The Superintendent or his/her designee will chair the committee.

The committee shall review and make recommendations pertaining to curriculum and instructional issues such as textbook selection, major changes in curriculum and professional development.

APPENDIX E
Calendar

- A. The District recognizes the importance of teacher in-service throughout the year. In-service will be scheduled on a need basis as determined by the Superintendent or his designee.
- B. If during fall and/or spring Parent Teacher Conferences a teacher, particularly Kindergarten, needs additional Conference time, they may initiate a joint meeting with the Administration. If the parties agree that a full afternoon of Conferences should be added, the teacher will receive an additional sixty-eight \$68.00.
- C. Fall and Spring parent conferences will be scheduled on a meet and confer basis between the District and the Association and placed on the district calendar.
- D. Conferences in each of the buildings will be scheduled at times that do not require the District to spend additional transportation funds.

2009-2010 Calendar

Student / Teacher

| Month | M | T | W | T | F | Days | Days | Date |
|-----------|----|----|----|----|----|------|------|--|
| September | | NT | PD | WD | | | 2 | 1 New Teachers Report |
| | | 8 | 9 | 10 | 11 | 4 | 4 | 2 Teacher Professional Development Day |
| | 14 | 15 | 16 | 17 | 18 | 5 | 5 | 3 Teacher Work Day |
| | 21 | 22 | 23 | 24 | 25 | 5 | 5 | 7 Labor Day |
| | 28 | 29 | 30 | | | 3 | 3 | 30 Student Count Day |
| October | | | | 1 | 2 | 2 | 2 | |
| | 5 | 6 | 7 | 8 | 9 | 5 | 5 | 7-8 9-12 Conferences (evening) |
| | 12 | 13 | 14 | 15 | 16 | 5 | 5 | |
| | 19 | 20 | 21 | 22 | 23 | 5 | 5 | |
| | 26 | 27 | 28 | 29 | 30 | 5 | 5 | |
| November | 2 | 3 | 4 | 5 | 6 | 5 | 5 | 4-5 6-8 Conferences (evening) |
| | 9 | 10 | 11 | 12 | 13 | 5 | 5 | 11-12 K-5 Conferences (evening) |
| | 16 | 17 | 18 | 19 | 20 | 5 | 5 | |
| | 23 | 24 | | | | 2 | 2 | 25 Release Day - No School |
| | 30 | | | | | 1 | 1 | 26-29 Thanksgiving Break |
| December | | 1 | 2 | 3 | | 3 | 3½ | 3 End of 1 st Trimester |
| | 7 | 8 | 9 | 10 | 11 | 5 | 5 | 4 9-12 Release Day; K-8 Records Day/No School |
| | 14 | 15 | 16 | 17 | 18 | 5 | 5 | 21-3 Winter Break |
| January | 4 | 5 | 6 | 7 | 8 | 5 | 5 | 4 Students Return |
| | 11 | 12 | 13 | 14 | 15 | 5 | 5 | 18 Teacher Work Day |
| | WD | 19 | 20 | 21 | 22 | 4 | 5 | 28 End of First Semester |
| | 25 | 26 | 27 | 28 | | 4 | 4½ | 29 K-8 Release Day; 9-12 Records Day/No School |
| February | 1 | 2 | 3 | 4 | 5 | 5 | 5 | 10-11 3-8 Conferences (evening) |
| | 8 | 9 | 10 | 11 | 12 | 5 | 5 | 10 Student Count Day |
| | | 16 | 17 | 18 | 19 | 4 | 4 | 15 President's Day |
| | 22 | 23 | 24 | 25 | 26 | 5 | 5 | |
| March | 1 | 2 | 3 | 4 | 5 | 5 | 5 | 3-4 9-12 Conferences (evening) |
| | 8 | WD | 10 | 11 | 12 | 4 | 5 | 8 End of 2 nd Trimester |
| | 15 | 16 | 17 | 18 | 19 | 5 | 5 | 9 No School, K-12 Teacher Work Day (MI Merit Exam) |
| | 22 | 23 | 24 | 25 | 26 | 5 | 5 | |
| | 29 | 30 | 31 | 1 | | 4 | 4 | 10-11 K-2 Conferences (evening) |
| April | | | | | | | | 2 Good Friday |
| | 12 | 13 | 14 | 15 | 16 | 5 | 5 | 5-11 Spring Break |
| | 19 | 20 | 21 | 22 | 23 | 5 | 5 | |
| | 26 | 27 | 28 | 29 | 30 | 5 | 5 | |
| May | 3 | 4 | 5 | 6 | 7 | 5 | 5 | |
| | 10 | 11 | 12 | 13 | 14 | 5 | 5 | |
| | 17 | 18 | 19 | 20 | 21 | 5 | 5 | |
| | 24 | 25 | 26 | 27 | 28 | 5 | 5 | 31 Memorial Day |
| June | | 1 | 2 | 3 | 4 | 4 | 4 | 11 Last Day; 1/2 Day for Students, Full Day Teachers |
| | 7 | 8 | 9 | 10 | 11 | 5 | 5 | |
| | | | | | | | 1 | 14 Records Day, Afternoon Checkout |

174 Student Days
*180 Teacher Days

(1) Should the state no longer allow use of Professional Development hours for instructional time or should the state require additional days of instruction and/or professional development subsequent to the 2009-2010 school year, days or hours shall be added to the calendar on a meet and confer basis. (2) Required professional development hours will be obtained by teachers through attending sessions before or after school as mutually agreed at the building level. (3) Additional Professional Development days may be obtained by teachers outside the school day with administrative approval. (4) It is noted that teachers work 12 additional hours in evening conferences during the course of the school year. (5) It is agreed that the length of the school year will increase and decrease in length as do the Winter and Spring Breaks imposed by the Common County Calendar and required post-labor day start, which cause increases and decreases in the availability of quality instructional days.

APPENDIX F
(in reference to ARTICLE V)

If overload pay is selected by the Committee and Superintendent pursuant to Article V, Subsection B.1 to compensate a teacher whose class(es) exceeds the class sizes set forth in Article V, Section A, the amount of the overload pay shall be based upon the following formula. Overload pay shall be made at the end of the school year in the last paycheck.

| Elementary (K-5) | |
|---|---------------------|
| Number of Students Over Class Size Maximum | Overload Pay |
| 1-3 | \$500 per trimester |
| 4 or more | \$667 per trimester |

No overload pay shall be made for a class unless the class is overloaded for forty-five (45) or more days in a trimester.

Secondary (6-12)

\$1.50 per enrolled student, per period, per day that the class size is three (3) or more over the class size maximum set forth in Article V, Section A. The \$1.50 per enrolled student stipend is limited to only those students, three (3) or more, over the class size maximum. Stipend is limited to days the teacher is present. The number of enrolled students shall be determined on the fall and spring student count days.

APPENDIX G

If a teacher accepts a class in lieu of his/her preparation period, or is assigned an extra class, the teacher will receive extra compensation prorated according to his/her own teaching schedule, including block scheduling equal to one-sixth (1/6) of his/her salary for a six (6) period day and one-seventh (1/7) of his/her salary for a seven (7) period day.

If a high school teacher's assignment includes a "zero hour", the teacher will receive a stipend in the amount of five hundred dollars (\$500) per semester.

A teacher who is required to drive his/her vehicle for his/her duties shall be paid mileage at the rate of fifty-two cents (\$.52) per mile.

A counselor who is required to work extra days at the beginning and/or end of the school year shall be compensated at the rate of \$150 per day.

LETTER OF AGREEMENT
Pay for Participation

This Letter Of Agreement is made between the Stockbridge Community Schools (Board) and the Ingham Clinton Education Association (I.C.E.A.).

The Board and the I.C.E.A. mutually agree that the past practice regarding free season tickets for sports events shall not apply for sports events that "pay for participation" applies to.

Board

Association

Date

Date

LETTER OF AGREEMENT
Staggered Planning Period

This Letter Of Agreement is made between the Stockbridge Community Schools (Board) and the Ingham Clinton Education Association/MEA-NEA (I.C.E.A.).

The Board agrees that the current practice of unassigned preparation periods being scheduled (staggered) during the student day shall continue unless changed through negotiations with the Association.

Board

Association

Date

Date

LETTER OF AGREEMENT

The following will be included as agenda items for professional development time that takes place during the 2009-2010 school year: common planning time and curriculum articulation between buildings.

Stockbridge Educational Association

Date

Stockbridge Community Schools

Date

