ST. CHARLES
COMMUNITY SCHOOLS

2024-2027

Bargaining Unit Member Agreement

Between

ST. CHARLES EDUCATION ASSOCIATION
(STCEA) MEA/NEA

and

ST. CHARLES COMMUNITY SCHOOLS
ST. CHARLES, MICHIGAN

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AGREEMENT

This Agreement entered into this 6th day of June, 2024, by and between the St. Charles Community Schools of St. Charles, Michigan, hereinafter called the "Board" and the St. Charles Education Association, MEA, NEA, hereinafter called the "Association".

WITNESSETH

WHEREAS the parties have a statutory obligation to bargain with respect to hours, wages or terms and conditions of employment, and

WHEREAS the Board recognizes the Association as the sole bargaining agent for the teaching personnel, and

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

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

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative for all certified professional teaching personnel regularly employed by the Board of Education. The term bargaining unit member, when used hereinafter in this Agreement, shall refer to all employees of the Board represented by the Association in the bargaining unit as above defined and referenced by the Association in the bargaining unit as above defined, and reference 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. Nothing contained herein shall be construed to prevent any bargaining unit member from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. The Association agrees not to negotiate with anyone other than the Board or its designated representatives for the duration of this agreement.

D. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Association further agrees to indemnify the Board of any costs, damages or financial obligation of any kind which may be assessed against the Board as the result of said suit or action including the cost of unemployment compensation.

1. The Board agrees to give notice of action brought against the Board regarding this Article.
2. The Board will assist the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

E. Upon written authorization from the bargaining unit member, the Board will make payroll deductions for credit union, United Way and Board approved annuities.

ARTICLE II – BARGAINING UNIT MEMBER RIGHTS

A. The Board agrees to allow the Association, in response to reasonable requests from time to time, access to available information concerning the financial resources of the District, tentative budgetary requirements and allocations, and such other information which will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the teachers provided; however, the Board reserves the right to deny to the Association information deemed by the Board to be part of the confidential personnel file. The Board recognizes the mutual advantage of negotiating with employee representatives sufficiently informed for intelligent discussions, and the above restriction on access to information is in the spirit of protecting individual rights rather than hindering informed negotiations.

B. 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 in respect to hours, wages, and terms or conditions of employment. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by laws of the State of Michigan or the constitution of Michigan and the United states, that it will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of his/her membership in the association, his/her participation in any legal activities of the Association or collective professional negotiations with the board, or his/her institution of any grievance, complaint, or proceeding under this agreement. Any alleged violation of the provision of this section shall not be processed as a grievance but may only be processed in the appropriate forum.

C. Association representatives employed by the Board shall have the right to use school buildings at all reasonable hours for meetings, provided advance arrangements are made with the building administrator and such use falls within Board policy.

D. Association representatives employed by the Board shall have the right to use copy machines providing advance arrangements are made with the building administrator. Costs of such copies shall be in accordance with Board policy.

E. Each bargaining unit member shall have the right to review the contents of his/her personnel file pursuant to provisions of law. At the teacher's option, an Association representative may accompany the teacher during this review.

F. No tenured bargaining unit member shall be discharged or reduced in rank or compensation with respect to regular teaching assignments for reasons which are arbitrary and capricious.

ARTICLE III - BOARD RIGHTS

A. The Association pledges its unique educational expertness to the function of informing and advising the Board as an adjunct to the Board's responsibility of adopting and executing policy.

B. Rights not specifically delegated to teachers or specifically structured in this Agreement remain the jurisdiction of the Board.

C. The Association agrees that its members shall comply promptly with all administrative requests of the Board relative to reports, records, record keeping and administrative regulations pertaining to the sound, efficient and effective management of the school plant and program.

ARTICLE IV - PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.

B. At the time of initial employment in this School District, the Board reserves discretionary right to modify the amount of credit granted such prospective employee for experience outside this School District in accordance with the evidence available to them regarding the caliber, stability and the appropriateness of such experience to the assignment for which they are being considered in this District. Such initially granted credit shall not be increased or reduced as a result of subsequent modification in the general salary schedule.

C. Extended time programs may be established at the discretion of the Board and compensation provided for under Schedule B.

D. Bargaining unit members involved in extra duty assignments as set forth in Schedule B which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement. These salary supplements shall apply only when such teacher is in the regular daily schedule.

E. A bargaining unit member may elect once per year, on the bargaining unit member's first working day, any one of the following options for payment of his/her professional salary:

1. Salary divided into twenty-six (26) pays, paid every two (2) weeks with the balance paid with the twenty-first (21st) pay.

2. Salary divided into twenty-six (26) pays, paid every two (2) weeks with the balance throughout the summer.

3. When a calendar year requires payroll adjustments to take place, salary will be divided into twenty-seven (27) pays and provide for a payoff in the first (1st) pay period after the conclusion of the school year.

F. Bargaining unit members, who are asked to teach up to a maximum of four (4) non-concurrent Independent Study students during their normal instructional schedule, will receive $250 per nine week marking period ($1,000 yearly). This compensation will be paid as additional salary at the end of each semester much as are schedule B payments for coaches and extra duty assignments. Non-Concurrent Independent Study students are defined as any student who is not taking a sequential course aligned with the hourly course assignment (i.e., Drafting 1-2-3, Spanish 1-2-3, Psychology 1-2, Business, Computers, or any other non-core academic linear courses in the curriculum).

A bargaining unit member who is offered and accepts an assignment to teach a sixth period in lieu of a preparation period shall be paid an additional 1/5 of his/her salary. In this situation, the 150 pupil count overage compensation will not apply as outlined in Article VII.

A part-time bargaining unit member shall be paid 1/6 for each period assigned by the Board. A part-time bargaining unit member will be assigned prorated preparation time.

A bargaining unit member who elects to teach an additional assignment outside of the scope of their regular schedule will receive an additional 1/6 of his her salary for each extra class.

G. Bargaining unit members with a class load may have virtual students assigned to their class. Compensation will be paid for over 150 students on a teacher caseload per semester. Virtual students may be added to their caseload to meet highly qualified regulations. Payment shall be made at semester (.5 year) of $25 per virtual student.

H. A bargaining unit member placed in the Emotionally Impaired (EI) classroom will receive the same benefits under the agreement between the STCEA and St. Charles Community Schools. The EI teaching position is a St. Charles Community Schools teaching position entitled to all rights under the agreement mentioned above.

1. The certification and qualifications for the EI position will be established by the Board of Education and must meet highly qualified status.

2. The EI position will be assigned 7 hours and 45 minutes per day. This position requires the bargaining unit member to be in the self-contained EI classroom at all times including lunch.

3. A paraprofessional position will be assigned to the EI classroom during 100% of the student contact time (full day). This may be a split or full time paraprofessional position but the classroom must have coverage.

4. EI bargaining unit member(s) in lieu of preparation period shall be paid an additional 1/5 of his/her salary.

5. EI bargaining unit member(s) in lieu of duty free lunch shall be paid at ½ the hourly rate set in Schedule B, Section E.

I. Salary schedule credit for part-time teachers shall accrue at the same rate as for full-time teachers.

J. Salary Schedule Advancement:

1. New bargaining unit members hired after the start of the school year will receive a full step if they teach at least ninety percent (90%) of the school year.

2. New bargaining unit members hired after the start of the second semester will receive one-half (1/2) step if they teach at least ninety percent (90%) of the semester.

3. Returning bargaining unit members will receive a full year's credit unless they were on unpaid leave of absence of a semester or more. There will be no deduction of salary experience credit for unpaid leave for illness, worker's compensation, or study, providing the teacher worked during any part of the year.

4. Payment for step advances on the salary schedule for new and returning bargaining unit members will be determined at the beginning of each school year.

ARTICLE V - PERIOD OF EMPLOYMENT

A. The school year consisting of the State mandated number of days shall be within the authority of the Board to establish annually.

1. The Association shall be given an opportunity to present its recommendations concerning the in-service days to the superintendent prior to the establishment of such days by the Administration.

2. There shall be one (1) day (or 2 half days) at the end of each semester for teachers for the purpose of marking cards and record keeping. All teachers shall be expected to complete the required reports and inventories prior to receiving final paychecks. *Should staff meet requirements for the beginning and end of school year, teacher work days may be optional.

3. School shall not be scheduled on the following holidays, and in addition, the following recess periods shall be observed during the school year:

   Labor Day recess
   Thanksgiving recess
   Christmas recess
   Spring Break recess
   Memorial Day

4. For the purpose of calculating additional pay or deductions the District will use State mandated days.

5. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs, or health conditions as defined by the city, county of state health authorities, may be rescheduled at the discretion of the Board of Education to ensure that the number of actual student instruction hours required in order for the district to receive full state aid are held. Teachers will receive their regular pay for days that are canceled but shall work on any rescheduled days with no additional compensation. Teachers shall not be required to work on days that are canceled. The district will meet the number of days and clock hours of instruction by the State of Michigan

6. The Board of Education shall not be required to cancel a 'work day' (i.e., a day when teachers report but students are not in session such as an end of semester grading day, a parent-teacher conference day, or an in-service day) or that portion of any day which is scheduled to be a partial 'work day' even though students do not report. However, the Board may do so in its discretion. The Board shall not be required to reschedule a 'work day' or a partial 'work day' that is canceled. If such a day is to be rescheduled, the Board will consult with the Association as to the scheduling of said day.

7. Any decision to cancel and/or reschedule days shall not be grievable unless it results in a violation of this section.

8. Total annual salary is based upon the minimum number of days mandated by the State of Michigan, during the entire school year regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board. Bargaining unit members will be paid an additional per diem rate only for any days which they are required to work as part of the regular school year beyond the state mandates.

9. In the event a bargaining unit member receives unemployment compensation benefits (which as used herein also includes 'under employment benefits') during the school year (associated with his/her regular teaching assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the bargaining unit member works those instructional days at a later time, the bargaining unit member will have his/her pay adjusted, such that his/her unemployment compensation plus the salary paid to the bargaining unit member for the year will be equal to the annual salary he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons.

10. Any days, which must be made up, will be scheduled on consecutive weekdays in June. The last bargaining unit member workday will be rescheduled after the last student day. Contractual make-up days for school closings due to inclement weather are to be added to the end of the calendar after thirty (30) hours or as determined by state law.

B. The length of the school day for all bargaining unit members, exclusive of duties referred to in items 2, 3, and 4 below and exclusive of conferences with parents and IEPC meetings at which attendance may be required outside regular work hours, shall be established by the Board but shall not exceed 7 hours and 45 minutes including the lunch period. The actual times of the school day in the various buildings shall be established by the Board at its discretion. Ten (10) minutes of each day may be used for a wellness program if no other professional activities are planned.

1. a. All bargaining unit members shall be at their assigned places of duty at least fifteen (15) minutes before classes commence.
   b. All bargaining unit members shall remain at their assigned place of duty at least twenty (20) minutes after students are dismissed at the end of the school day.

2. Teachers may be required to devote up to two (2) clock hours twice monthly to in-service/professional development or staff-administrative meetings. Within the limits of practicality, such in-service, professional development or staff-administrative meetings shall be scheduled within the time blocks defined in "B" above. At the discretion of the principal this time may be spent working with children. Additional Professional Development time will be scheduled according to district needs, and compensated for as described in Schedule A, Letter E.

3. Compensation for specific extra-duty assignments as provided for under the salary schedule (Schedule A) shall not be bound by the above general hour limitations.

4. Recognizing the importance of public understanding and good will to both the effective instructional and adequate financial aspects of the school's operation, teachers shall make a general practice of attending Parent/Teacher Association meetings and/or open houses at their teaching levels.

ARTICLE VI
TEACHING LOADS AND ASSIGNMENTS

A. It is specifically understood that the School District is mandated to comply with the requirements of the State of Michigan.

B. The Board shall assign teachers according to state and federal requirements when placing them in teaching positions.

C. Secondary teachers, except for counselors, shall be scheduled for:

1. five (5) teaching periods (time may vary, if an advisory/media/activity is voted and approved),

2. one (1) preparation period, which shall be used in accordance with the procedure outlined in the Board of Education Policy Handbook. The secondary preparation period will be at least fifty-two (52) minutes in length. Counselors and librarians will not receive a preparation period and shall work at least the same length of day as classroom teachers. Elementary teachers shall receive a minimum of 200 minutes per week which consist of at least 30-minute periods for the purpose of preparation, which shall be used in accordance with the procedure outlined in the Board of Education policy handbook. To the best of the District's ability, common grade level planning time for K-6 will be scheduled in increments of 40 minutes.

Secondary teachers may also be scheduled for:

3. one (1) advisory/media/activity period with an approval of 75% of building staff members; if there is no advisory/media/activity period, it is understood that the time allotted will return to the teaching periods mentioned above.

D. Teachers who will be affected by a change in grade assignments in the elementary school grades and changes in subject assignments in the secondary school grades will be notified in writing by Principals as soon as practical and prior to July 1. If circumstances necessitate a modification of teaching assignment subsequent to the above date, every reasonable effort will be made to limit them to changes, which are mutually acceptable to the teacher. If necessity dictates a change in assignment after July 1, which is not voluntarily consented to by the teachers, such shift shall not be to an assignment outside the K-3, 4-6 grade span preference; nor in the case of a secondary teacher to a subject area in which he/she fails to meet Federal requirements.

E. Teachers who consent to serve as a supervising teacher for college intern students shall be compensated in an amount equal to that provided by the college for this purpose.

F. Preferences for regular teaching assignments or extra-duty assignments may be indicated on the letter of intent slips by the teacher and their choices will be considered by the administration in making such assignments.

G. Every effort shall be made to provide a full schedule for returning bargaining unit member before new personnel are assigned, providing that the returning bargaining unit member is certified and qualified according to the Federal requirements.

H. Every effort shall be made to provide a newly probationary teacher with a mentor who is a tenured teacher within the same building, department or grade level.

ARTICLE VII – BARGAINING UNIT MEMBER CONDITIONS

A. The parties recognize that the availability of optimum school facilities for both student and teacher is basic to providing the high quality of education desired by the community. Both the Association and the Board acknowledge the particular responsibilities each share in fostering public understanding and support for adequate school facilities and equipment. It is also acknowledged that the primary duty and responsibility of the teachers is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

B. Recognizing the importance of maintaining reasonable in-person pupil-educator ratios to providing quality education, the parties agree that every reasonable effort will be made to comply with generally accepted standards of adequate staffing, both in general and special education programs, as outlined below.

1. When situations arise where it will be necessary to assign students above the maximum standards as listed below, then teachers assigned additional students shall be compensated at the rate of $20.00 per month for each student in excess of the maximum. The additional compensation shall begin the month in which the overage was initiated.
2. The following are the recommended class sizes:

Elementary	
Young Five	20 Students
Kindergarten / First Grades	26 Students
Second / Third Grades	28 Students
Fourth / Fifth / Sixth Grades	30 Students
Secondary 7th-12th For the secondary level, pupil count for the daily class load as defined in Article VI C should not exceed a total of 150 students in core classes. For classes with defined workstations such as Chemistry, Industrial and Fine Arts, special consideration should be taken.	

3. In kindergarten classes when the number exceeds 26 students then all reasonable attempts to hire a paraprofessional will be made, in addition to the overage pay.
4. In the case that the Kindergarten class size (average) exceeds 29 then an additional section may be considered. This additional section of Kindergarten must be added within 2 weeks of the beginning of the semester.
5. Pilot programs and/or new initiatives being implemented in the district will be exempt from these limits.

C. Bargaining Unit Members shall not be required to supervise children at the elementary schools during their thirty-five (35) continuous minute duty-free lunch period. Secondary teachers will have a duty free lunch as determined by the Administration of not less than twenty-five (25) minutes. Elementary classroom teachers, grades Young Five through 6 will be scheduled for daily duty-free recess.

D. Bargaining Unit Members shall be expected to report on each scheduled workday as provided in Article V, Period of Employment, unless otherwise notified by the appropriate administrator. However, bargaining unit members shall not be required to report on days which are canceled because of conditions not within the control of school authorities as provided in Article V, Section A (5).

ARTICLE VIII - VACANCIES, PROMOTIONS & TRANSFERS

A. A vacancy shall be defined for purposes of this agreement as a position within the bargaining unit presently unfilled, including newly created positions, as well as positions currently filled but anticipated to be open in the future for a period of thirty or more school days. Any vacancy that occurs after the beginning of the school year shall be posted as a Temporary Vacancy. The administration shall have the right to fill that position with a substitute teacher on a temporary basis until the end of the school year. If at the end of the school year the vacancy is to continue beyond the initial school year, the position shall be posted as a permanent vacancy as outlined below.

B. Whenever a vacancy in a professional position occurs in the District, the Board will welcome applications from current members of the school staff. A teacher who desires a transfer must notify the Superintendent in writing by April 1 of each year. The Board supports promotions to supervisory and executive levels from within, however, any preferential consideration for internal applicants shall be subordinate to other relevant factors such as professional backgrounds, experience, attainments and judged potential of the candidates to contribute to improvement in the quality of the educational program of the school.

C. A vacancy notice covering any position within the bargaining unit, including temporary and newly created positions, shall be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association. Vacancy notices shall be posted internally for at least 5 days before posting externally. Any current staff member interested in being transferred to such vacancy must submit a letter of request for consideration to the Superintendent prior to the expiration of the posting period.

D. For permanent vacancies, newly created positions, and positions becoming open after the last day of school and before the first day of school, a posting will be made on the St. Charles Community Schools website, and provided via e-mail to each bargaining unit employee.

E. Internal qualified applicants shall be considered for the vacant position prior to considering external applicants. When considering internal candidates, the following criteria should be used.

1. Employees must have at least 75% of their year-end evaluations as a bargaining unit employees rated as "effective" or "highly effective".
2. If two or more employees meet the above standard, then an employee's number of years teaching in the certification area that has been posted within the district shall be considered. Partial years will be rounded to the nearest tenth of a percent. Teachers assigned to multiple subject areas in a year will be considered to have served a year (or a fraction thereof for partial years) in each of those subjects for this purpose.
3. If two or more employees have equal experience in the certification area posted, then special experience, training, or coursework relevant to the position should be considered.
4. If two or more employees are considered equal in relation to items 1-3, then the position will be awarded to the employee with the most length of service within the bargaining unit as determined by the seniority list ranking.
5. The seniority list ranking shall be provided to the association by September 30th of each school year. Seniority is calculated by determining the length of unbroken service with in the bargaining unit from the first day of their most recent hire. In the event more than one employee has the same seniority date, a drawing will be held to determine placement on the seniority list. The association and employees affected will be notified in writing of the date, place and time the drawing is to be held. Seniority shall accumulate when an employee is laid off, on military leave, sick leave, or on leave as provided in Article XII, K. Seniority will not be broken but shall not continue to accrue during any other leave of absence. Seniority is terminated when an employee resigns, retires, or is discharged.

F. In the interest of morale of individual teachers, the preference of the teacher will be given due consideration in the matter of school assignment or transfer or assignment from school to school.

G. In the event a transfer of a teacher appears to be necessary, due consideration will be given to such teacher's preference of available positions in the school at which he is being assigned. If a teacher is not granted a transfer to a vacant position, an explanation shall be provided by the administrator, if the teacher submits a written request within ten (10) calendar days of the filling of said vacancy.

H. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE IX – LAYOFF & RECALL

A. The Board of Education retains the right to determine the school program and the necessity for the layoff and recall of teachers subject to following provisions.

B. The Association will be notified of the contemplated reduction of personnel at least 10 days before the layoff notices are distributed to bargaining unit members. Bargaining unit members who will be laid off shall receive 60 calendar day notice in writing before the effective date of layoff for layoffs occurring during the summer months and no less than one full semester for layoffs occurring during the school year.

C. Non-certified, then probationary certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.

D. If reduction is still necessary, then tenured teachers will be laid off in inverse order of qualification as defined here, provided that such teachers who are retained are adequately certified for the positions they are to fill.

1. Employees must have at least 75% of their year end evaluations as a bargaining unit employees rated as "effective" or "highly effective".
2. If two or more employees meet the above standard, then an employee's number of years teaching in the certification area that has been posted within the district shall be considered. Partial years will be rounded to the nearest tenth of a percent. Teachers assigned to multiple subject areas in a year will be considered to have served a year (or a fraction thereof for partial years) in each of those subjects for this purpose.
3. If two or more employees have equal experience in the certification area posted, then special experience, training, or coursework relevant to the position should be considered.
4. If two or more employees are considered equal in relation to items 1-3, then the position will be awarded to the employee with the most length of service within the bargaining unit as determined by the seniority list ranking.
5. The seniority list ranking shall be provided to the association by September 30th of each school year. Seniority is calculated by determining the length of unbroken service with in the bargaining unit from the first day of their most recent hire. In the event more than one employee has the same seniority date, a drawing will be held to determine placement on the seniority list. The association and employees affected will be notified in writing of the date, place and time the drawing is to be held. Seniority shall accumulate when an employee is laid off, on military leave, sick leave, or on leave as provided in Article XII, K. Seniority will not be broken but shall not continue to accrue during any other leave of absence. Seniority is terminated when an employee resigns, retires, or is discharged.

E. The board shall give written notice of layoff or recall from layoff by sending a registered or certified letter to the bargaining unit member at their last known address. It shall be the responsibility of the bargaining unit member to notify the Board of any change in address.

F. The certification and qualifications of an employees to be laid off shall be the certification and accumulated qualification on file with the board at the time the layoff occurs.

G. After a reduction of teachers as outlined above occurs, if there are positions that are created and/or vacant, laid off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. Notification of such positions/vacancies shall be given to all laid-off bargaining unit members, and the vacancy or vacancies shall be filled by the most adequately qualified bargaining unit member as outlined in item D.

H. A bargaining unit member refusing an offer of recall to a position for which they are adequately certified and qualified for and which is equivalent to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right to recall.

I. Bargaining unit member shall inform the superintendent in writing of any contemplated changes in certification or qualifications by May 1 of each year. Changes in a bargaining unit member's certification or qualifications by August 20 of any year, shall entitle the teacher to be assigned to a position for which the teacher is newly certified and qualified according to Federal requirements on the basis of tenure and seniority prior to the start of that year but not during the school year unless there is a vacancy. Changes in a teacher's certification or qualifications according to Federal requirements after August 20 shall not entitle the teacher to be assigned to a position for which the teacher is newly certified or qualified unless there is a vacancy.

J. Recall shall be in reverse order of the layoff procedure.

ARTICLE X–TEACHER EVALUATION

A. Beginning with the 2024-2025 school year, the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

1. specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
2. an evaluation of the teacher's job performance with timely and constructive feedback.
3. clear approaches to measuring student growth with relevant data on student growth.
4. multiple rating categories that take into account student growth and assessment data that have been negotiated with the Association.
5. the use of student growth and assessment data as a maximum of 20% of the year-end evaluation determination.
    a. The student growth and assessment data shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers.
    b. The teacher and evaluating administrator, shall be allowed to mutually agree to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.
    c. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.
6. a negotiated year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.

B. Process- The negotiated Performance Evaluation system, "Post-observation Feedback Form", "Year-End Evaluation Reporting Form", and "Individual Development Plan (IDP) Form" will be shared with bargaining unit members at the beginning of each year as outlined in item D. Barring unforeseen circumstances, the process will follow the below criteria.

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
    a. The teacher shall be notified no later than the thirtieth calendar day after school starts for students each year who the administrator will be that conducts their year-end evaluation. If no notification is provided by this date, that teacher shall not be evaluated.
    b. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. Unless identified as a deficiency in performance within an existing IDP, teachers will only be required to submit lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this Section.
    c. The observation must include a review of pupil engagement in the lesson that is observed.
    d. In order to ensure 1.b and 1.c above, the observation shall be no less than thirty (30) consecutive minutes.
    e. There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 1.b and 1.c before the classroom observation occurs.
    f. Feedback on both 1.b and 1.c will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) calendar days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on that observation on the "Post-observation" feedback form.
    g. There shall be no unscheduled observations.

2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".
    a. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than two weeks before the end of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

3. Teachers who work less than 60 days in any school year, or who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall have the choice to not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.

4. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every other year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the second year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:
    a. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
    b. training to be provided by the district to assist the teacher in meeting the goals of the IDP.
    c. a mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than 60 calendar days after the beginning of second semester, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
    d. A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.

6. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.

7. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

C. Rights of Tenured Teachers:
1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:
    a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

b. If the written response does not resolve the matter, the teacher or the Association may request mediation though the Michigan Employment Relations Commission and provide a copy of that request to the administration.
    i. The request must be submitted in writing with thirty (30) calendar days after the teacher receives the written response from the superintendent.
    ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

2. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article XIII.

D. Barring unforeseen circumstances, training on evaluation system, tools, and reporting forms:

1. Within the first two (2) weeks of each school year, the district shall provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.

2. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a "rater reliability" training every three (3) years as approved by the MDE.

E. In the event of a mutually agreed upon change in the performance evaluation tool, the District and Association may reopen Article X terms to be revised in accordance with the new tool.

ARTICLE XI– LEAVE PAY

A. All bargaining unit members absent from duty on account of illness or any other approved reason that have been in the employ of the Board shall be allowed payment, based upon Article XI, B, for a maximum total of thirteen Paid Time Off days per year. The district will maintain yearly totals of paid time off for employees. All previous accumulated sick leave/personal leave will now be referred to as Paid Time Off or PTO.

1. Employees do not have to request approval for PTO, for a one time annual request, up to four (4) consecutive days of absence, unless the days of absence are connected to a scheduled school vacation As outlined in ARTICLE XII - LEAVES OF ABSENCE, if the four (4) consecutive days are connected to scheduled school vacation, then the fifteen percent (15%) of the building staff rule is in effect and would require building administrator approval.

2. Effective 2021-2022 school year those bargaining unit members over 120 days will be grandfathered.

3. At the end of each school year, teachers that have reached the cap of 120 days (and those capped as defined in Item C above) shall be paid out for any unused PTO time that has accrued during the current school year at a rate of $40 per day. Payout will occur on the last payroll in June.

4. Employees in need of more than four (4) consecutive days of absence must notify their administrator for approval, unless the reason for the request qualifies as family leave (See Family Leave Section). Requests for "extended" PTO time should be for major events that are a one-time request.

5. Requests for unpaid leaves of absence must be approved by the superintendent or designee.

B. If a bargaining unit member retires from the St. Charles Community Schools under the provisions of the Michigan Public Schools Retirement Program, and provides advance notice of such retirement to the District as set forth below, he/she shall receive:

1. sixty dollars ($60) per day for their total number of unused PTO days as of the end of the school year, if the teacher provides an irrevocable notification of retirement in writing to the superintendent by the end of the first semester.
2. fifty dollars ($50) per day for their total number of unused PTO days as of the end of the school year, if the teacher provides an irrevocable notification of retirement in writing to the superintendent 90 days in advance in advance of the last day of school.
3. forty dollars ($40) per day for their total number of unused PTO days as of the end of the school year, if the teacher provides an irrevocable notification of retirement in writing to the superintendent 60 days in advance of the last day of school.
4. thirty dollars ($30) per day for their total number of unused PTO days as of the end of the school year, if the teacher provides an irrevocable notification of retirement in writing to the superintendent 30 days in advance of the last day of school.
5. If a teacher retires from the St. Charles Community Schools under the provisions of the Michigan Public Schools Retirement Program and does not meet the advance notice requirements set forth above he/she shall receive twenty dollars ($20) per day for their total number of unused PTO.
6. Upon the death of an employee the unused and portion of her/his accrued paid time off shall be paid to their estate at a rate of fifty dollars ($50) per day for their total number of unused PTO days.
7. Teachers terminated from service shall not be eligible to redeem unused PTO.
8. Payment for unused PTO days will be made on the first payroll after July 1st following retirement.

C. Sick Bank

1. A committee composed of Association representatives and the superintendent or designee will be established for oversight of the Sick Bank.
2. At the beginning of the 2024-2025 school year, all bargaining unit members will contribute one of the thirteen PTO days allocated to them in Section A to a Sick Bank.
3. Mid-contract new hires will contribute one PTO day in their first year to the Sick Bank.
4. The Association will establish the guidelines for the use and the allocation of these days, with the understanding that all bargaining unit members are eligible to make requests to draw from the Sick Bank, provided they have contributed a day previously.
5. Requests to draw days from the Sick Bank shall be made to the Association. These requests are for bargaining unit members who have exhausted their cumulative PTO based on the guidelines as developed by the Association. These guidelines will be published at the beginning of each school year.
6. The Association agrees to notify the business office immediately upon the allocation of days to an individual, informing the office of the number of days allocated to the teacher.
7. At the end of each school year, the business office will report the number of PTO days each Bargaining Unit Member has accumulated, and the number of PTO days remaining in the Sick Bank to the association.
8. When the Sick Bank reaches 10 or fewer days, the association will notify all bargaining unit members that they will contribute 1 PTO day at the beginning of the following school year.
9. Sick Bank requests will not be granted for elective procedures.

ARTICLE XII - LEAVES OF ABSENCE

A. Any bargaining unit member whose personal illness or disability extends beyond the period compensated under Article XI shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness or disability. Upon return from leave, a teacher shall be assigned to the same position if available or to a substantially equivalent position.

B. The following leaves of absences will not be chargeable against the teacher's thirteen (13) day allowance shall be granted for the following reasons:

1. Bereavement Leave

    a. A maximum of three (3) days which shall not be charged against an employee's PTO allowance shall be granted upon the death of a member of an employee's immediate family. (Immediate family for the purposes of this Section shall be defined as employee's mother, father, husband, wife, child, step-child or any relative who is a permanent resident of the employee's home.)

    b. Death in the immediate family. A maximum of five (5) days of PTO leave will be allowed an employee in the event of a death in the family.
    (Family for the purposes of this Section shall be defined as parent, step-parent, husband, wife, child, step-child, spouse of child, sister, brother, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandparent, grandparent-in-law and grandchild, or any other relative who is a permanent resident in the employee's home.)

2. Emergency Leave

    a. A maximum of five (5) days which shall not be charged against an employee's PTO allowance, may be granted at the discretion of the Superintendent whose judgment shall not be challenged under the provisions of the Grievance Procedure for an emergency created by a catastrophe such as a fire, flood or tornado which causes extensive damage to the person or property of an employee or his immediate family. (Immediate family for the purpose of this Section shall be defined as employee's mother, father, husband, wife, child or any relative who is permanent resident of the employee's home.)

3. In-service/Professional Development: Leave of absence with pay, but not charged against the teacher's PTO, may be granted for such in-service activities as visitations to other schools, attending educational conferences or conventions, workshops, study classes and seminars, when such attendance is approved by the superintendent or designee.

4. Court

    a. Leave of absence with pay, not charged against the teacher's PTO leave allowance, will be granted for court appearances as a witness in any case in which the teacher's connection with the case stems from his/her employment as a teacher, provided that the legal action is not instigated by or on behalf of himself/herself or by the Association against the district.

    b. Employees summoned for jury duty shall be paid at their regular rate with no deduction of leave time. The employee shall reimburse the district any wages paid by the court. Travel and expenses paid by the court shall not be reimbursed.

C. The following Leaves of absences will be chargeable against the bargaining unit member's thirteen (13) day allowance shall be granted for the following reasons:
1. Personal illness of the employee.
2. Illness of a family member.
3. Personal or Business Leave of Employee.

D. Five (5) days notification must be given to the employee's building principal, except in the case of illness or emergency.

E. Not more than 15% of the employees will be excused from a building the day preceding or following a holiday without the written permission of the building principal.

F. Upon the death of an employee the unused portion of her/his accrued paid time off shall be paid to his estate.

G. An employee's accrued paid time off shall be computed at the beginning of the school year. Such computation shall include full leave entitlement for the current year and excess of the allowed maximum shall be credited as per Article XI, C. If any employee works less than a full year, her/his paid time off shall be computed on the basis of one (1) day per month worked for the months September through June.

H. All teaching personnel under contract shall be entitled to all accrued paid time off on the first official day of school even though they may be unable to report for duty on that day, provided, however, that they do actively work during the school year. The first official day of school shall mean the first day for which salary is paid. The employee shall receive his/her pay currently along with all other teachers.

I. Chargeable days with Paid Time Off

1. Paid Time Off shall not be charged against a bargaining unit member's allowance for holidays established in the school year calendar even though the bargaining unit member may be absent for the illness both the day before and the day after such holiday.

2. Bargaining unit members who are absent will only be charged for leave days of any kind on those scheduled and/or rescheduled days when teachers are required to report.

J. Any employee who willfully misrepresents the facts pertaining to an absence for the purpose of qualifying for benefits under the leave provisions of this Article shall forfeit all benefits or rights he/she may have accrued under the provisions of this Article. If such offense is repeated, it may constitute grounds for dismissal.

K. Upon application, leaves of absence without pay may be granted to teachers to engage in advance study, research, travel or other activity deemed by the Board to enhance the value of the teacher to the School System. Such leave of absence may, by a stipulation of the Board and approval of the Association, carry with it salary increment credit and earned accrued PTO allowance for the period leave.

L. Military leaves of absence shall be granted in accordance with applicable laws.

M. The Board may grant a leave of absence of up to one (1) school year without pay or fringe benefits to any teacher to campaign or serve in a public office.

N. A leave of absence shall be granted upon the request of a teacher for up to one (1) school year without pay or fringe benefits for the purpose of childcare.

O. Bargaining unit member on an approved leave of absence must notify the School District of their intent to return to employment with the District at least sixty (60) days prior to the expiration of their approved leave of absence, but in no event later than April 1. Upon return to duty in the District following an approved leave of absence, a teacher shall be assigned to the same position if available, or a substantially equivalent position as soon as one becomes available, in accordance with the provisions of Article VIII. This re-employment privilege shall extend for not more than two (2) years following the date of termination of the leave of absence. A refusal of offered employment during this two (2) year period shall immediately end this privilege.

P. Effective 1992-93; the Association shall be entitled to ten (10) days per year to be used by teachers who are officers or agents of the Association in accordance with the procedures of B.3. of this Article. The Association shall reimburse the School District the cost of the substitute teacher for each day used at the MPSERS rate. No one person may take more than four (4) Association days.

Q. The Board of Education may require a bargaining unit member to provide medical verification of the use of sick leave beyond five (5) consecutive days or where there is cause to suspect abuse. The Board may require medical verification of fitness to be actively working.

R. A bargaining unit member who is absent from work because of an injury or disease compensable under the Michigan Worker's Compensation Law, will receive from the Board the difference between the way allowance paid by the workers' compensation insurance carrier under the Workers' Compensation Law and his/her regular salary on a prorated basis from his accumulated PTO leave for the duration of the illness that can be charged against accumulated PTO leave.

ARTICLE XIII
PROCEDURES FOR HANDLING GRIEVANCES

A. The primary purpose of the procedures set forth in this Section is to secure at the lowest level possible equitable solutions to any problems which might arise relative to the application or operation of this Agreement.

B. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of these procedures. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration.

C. A "grievance" as used herein is defined as a claim by a bargaining unit member alleging that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. The following matters shall not be the subject of any arbitration:

1. The dismissal of, or failure to reemploy, a probationary a bargaining unit member.

2. The placing of a non-tenured teacher on a third year of probation.

3. The determination not to appoint or re-appoint any employee to an extra duty assignment.

D. Except as otherwise provided in this Agreement, the following grievance procedure affords the sole and exclusive remedy for complaints and grievances under this Agreement.

E. Failure of an aggrieved party to appeal a decision at any level within the specified time limits herein shall be deemed evidence of acceptance of the decision reached at that level.

F. The term “a bargaining unit member“ as used herein may include any individual or group of a bargaining unit member who are certified and who are members of the bargaining unit.

G. The term "days" when used in this Article shall mean working school days except in cases where a grievance in process may extend into the summer vacation period or arise during a summer vacation period. In such case, the term "days" shall then be construed as meaning week days exclusive of Saturdays, Sundays, and holidays.

H. Procedure:

1. A bargaining unit member with an alleged grievance or her/his Association representative shall first discuss the matter informally but fully and frankly with the building principal within ten (10) days of the occurrence of the alleged grievance.

2. If the matter cannot be satisfactorily clarified or resolved between a bargaining unit member and the principal within a period of five (5) days, then a bargaining unit member shall submit the grievance in writing and may request the principal arrange for a conference on the issue. Such conference shall be held within ten (10) days after being requested. A representative member of the Association may be present at this conference upon the request of either the bargaining unit member or this Association. If the matter is not settled, the principal shall answer the grievance in writing within five (5) days of said conference.

3. If the principal's decision is not acceptable, the grievance may be appealed to the superintendent and a conference requested within ten (10) days of the receipt of the principal's decision. Such conference shall be held within ten (10) days after being requested. A representative member of the Association may be present at this conference upon the request of either the bargaining unit member or the Association. If the matter is not settled, the Superintendent shall answer the grievance in writing within five (5) days of said conference.

4. If a satisfactory solution cannot be reached at the superintendent level, a bargaining unit member, or the Association on behalf of a bargaining unit member may submit a written request to the Superintendent for a hearing before a mediator on the issue. This written request must be submitted within ten (10) days from the date of the conference with the Superintendent, scheduled within a period of thirty (30) days from the date of receipt of the written grievance. The party filing the grievance shall be given a written notice of the time and place of this meeting.

5. The Board of Education shall grant an audience to all effected parties to such an issue and shall within fifteen (15) days from the date of such hearing render its judgment in the matter. Such judgment shall be made a matter of public record in the official minutes of the Board and be made known to all parties of the grievance.

6. If the judgment rendered by the Board does not settle the grievance, it may be submitted to arbitration. The notice that the Association is submitting the grievance to arbitration must be sent to the American Arbitration Association and the Secretary of the Board of Education within twenty (20) days of the receipt of the Board's last answer. The American Arbitration Association's rules and regulations shall govern the arbitration proceeding.

I. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority nor shall he consider it his function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decision, which in practical or actual effect modifies, revises, detracts from or adds to any of the terms of this Agreement. Past practices of the parties in interpreting or applying terms of this Agreement can be relevant evidence, but may not be used to justify or result in what is in effect a modification (whether by addition or deletion) of written terms of this Agreement. The arbitrator has no obligation or function to render a decision or not to render a decision merely because in his/her opinion such decision is fair or equitable or because in his/her opinion is unfair or inequitable.

J. If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability as the same are set forth in this Article, the arbitrator shall decide such issue before proceeding to hear the case upon the merits. If the arbitrator determines that such grievance fails to meet said test of arbitrability, she/he shall refer the case back to the parties without a recommendation on the merits.

K. Unless expressly agreed to by the parties in writing, the arbitrator is limited to hearing one grievance, including its arbitrability, at any one hearing.

L. The fees and expenses of the arbitrator shall be shared equally.

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

N. The Association agrees that any a bargaining unit member who has initiated action with the Tenure Commission shall have abandoned the grievance procedure in the Agreement.

O. Failure to follow the above-prescribed course of action in seeking redress from a grievance or a complaint shall be construed as an act of insubordination detrimental to the orderly and sound operation of the School District.

P. Exercise of the above defined grievance procedures shall not prejudice or threaten the employment security of any employee.

ARTICLE XIV - REOPENING CLAUSE

By mutual agreement of the Board of Education and the St. Charles Education Association, any provision of this Agreement may be negotiated at any time.

ARTICLE XV
BARGAINING UNIT MEMBER PROTECTION & STUDENT DISCIPLINE

A. Board Support of bargaining unit member

Since the bargaining unit member authority and effectiveness in his/her classroom is enhanced when students discover that there is sufficient administrative backing and support of the bargaining unit member, the Board recognizes its responsibility to give support and assistance to bargaining unit member with respect to the maintenance of control and discipline of their students. A bargaining unit member may use such force as is necessary to protect himself/herself from attack or to prevent injury to another student.

B. Assault on a Bargaining Unit Member

Any case of assault upon a bargaining unit member shall be promptly reported to the Board or its designated representative. The Board shall render assistance to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authorities.

C. Complaints/Suits Against a bargaining unit member
If any bargaining unit member is complained against or sued by reason of disciplinary action taken by the bargaining unit member against a student, the Board shall provide assistance to the bargaining unit member in his/her defense as long as the bargaining unit member was acting in a reasonable manner.

D. Parent Complaints

Any complaint whether verbal, electronic or in written form by a student or parent of a student directed toward bargaining unit member shall be called to the bargaining unit member attention in a timely manner. The bargaining unit member will be given an opportunity to respond.

E. Damage or Destruction of Property

The Board will reimburse a bargaining unit member for damage or destruction of clothing, or personal property of a bargaining unit member acting within the scope of his/her duties provided:

1. The damage or destruction is caused by an assault by a student upon the bargaining unit member acting within the scope of his/her duties and responsibilities;

2. The total liability of the Board shall not exceed $500 under this provision for damages not covered by the bargaining unit member's insurance.

ARTICLE XVI - NO STRIKE

The Association and each individual teacher agree that they will not directly instigate, participate in, encourage or support any strike or withholding of services against the Board by any employee or group of employees.

ARTICLE XVII
FRINGE BENEFITS

A. The Employer shall provide to the full time bargaining unit member the following Fringe Benefits:

1. **PLAN A** - FOR EMPLOYEES SELECTING HEALTH INSURANCE:

PREMIUM	20% of their Healthcare coverage benefits up to the established Hardcap
HEALTH	See insurance information in your employee management software (Skyward)
LONG TERM DISABILITY	66 2/3% of Max Eligible Salary $8,056 Monthly Maximum 60 Calendar days straight wait Pre-existing condition waiver Freeze on offsets Alcoholism/Drug - same as illness Mental/Nervous - same as illness COLA
TERM LIFE w/AD&D	$50,000
VISION	See insurance information in your employee management software (Skyward)
DENTAL	See insurance information in your employee management software (Skyward) Class I, II, III: 80/80/80 $1,000 Annual Maximum Class IV: 80 $1,300 Lifetime Maximum (Orthodontics)

2. **PLAN B** - FOR FULL TIME EMPLOYEES NOT SELECTING HEALTH INSURANCE:

PREMIUM	20% of their Healthcare coverage benefits up to the established hardcap .
LONG TERM DISABILITY	66 2/3% of Max Eligible Salary $8,056 Monthly Maximum 60 Calendar days straight wait Pre-existing condition waiver. Freeze on offsets Alcoholism/Drug - same as illness Mental/Nervous - same as illness COLA
TERM LIFE w/AD&D	$50,000
VISION	See insurance information in your employee management software (Skyward)
DENTAL	See insurance information in your employee management software (Skyward) Class I, II, III: 80/80/80 1,000 Maximum Class IV: 80 $1,300 Lifetime Maximum (Orthodontics)
DEPENDENT LIFE	$2,000/$2,000 (spouse/children)
CASH-IN-LIEU for HEALTH INSURANCE	$144/month

1. The benefit plans above shall be provided for a full twelve (12) month period for the full time bargaining unit member and his/her eligible dependents.
2. Subject to the employee contributions as noted above, the Board agrees to contribute the monthly premium cost of the insurance plan for each full time, certificated, contracted employee provided the bargaining unit member is not covered by any other insurance carrier for hospitalization-medical insurance. Only one (1) family unit shall be covered by such hospitalization-medical insurance.
3. If any full time bargaining unit member is reduced to part time status she/he will be eligible for health benefits at a pro-rated premium.
4. An employee hired in as a part-time employee will not receive health insurance but will receive an additional $50.00 per month.

B. Employees commencing service in the District after the start of the school year shall receive continuous insurance coverage as of the first day of the month following the first day of work. Employees leaving service of the district shall forfeit this insurance fringe benefit as of the 30th of the last full month of employment by the School District. Bargaining unit member who complete the full school year shall be granted twelve (12) months coverage, from September 1, through August 31. Employees who are laid off may contribute an amount equal to the insurance premiums to the Board, for a period of at least one (1) year, subject to the approval of the insurance carrier.

C. A bargaining unit member who is released from teaching part time to serve as the Athletic Director/Learning Coach/Dean of Students/Literacy Coach will still receive the same full fringe benefits under the contract as if she/he was employed full time as a bargaining unit member.

D. It shall be the responsibility of each employee to be properly enrolled with the carrier for insurance coverage. The insurance company policies determine all benefits and conditions of coverage.

E. The Board will fund the employee HSA program with 80% of the deductible deposited into an approved HSA account on a per-pay basis.

F. The Board will establish a $5,000 Stop Loss group coverage fund for those members who have appeals denied for name brand drugs. No employee will exceed a one-thousand dollar ($1,000) limit in any given benefit year. The Board agrees to refill the fund amount to $5,000 as needed in future years.

Schedule A

2024-2025 STCEA Salary Matrix				
STEP	BA-0	BA-18	MA-0	MA-15
1.00	$ 39,964.01	$ 42,116.94	$ 44,481.54	$ 46,815.13
2.00	$ 41,849.69	$ 43,988.73	$ 46,078.61	$ 48,614.23
3.00	$ 43,627.42	$ 45,806.01	$ 48,332.03	$ 50,472.14
4.00	$ 45,408.34	$ 47,637.19	$ 49,748.42	$ 52,333.23
5.00	$ 47,188.21	$ 49,458.73	$ 51,581.74	$ 54,196.47
6.00	$ 49,058.93	$ 52,373.85	$ 54,520.38	$ 57,178.94
7.00	$ 51,021.29	$ 54,568.48	$ 56,720.35	$ 59,410.97
8.00	$ 53,062.14	$ 57,120.15	$ 59,292.32	$ 62,021.44
9.00	$ 55,184.62	$ 59,669.67	$ 61,863.24	$ 64,620.15
10.00	$ 57,392.01	$ 62,593.36	$ 64,797.59	$ 67,599.41
11.00	$ 59,687.69	$ 65,507.40	$ 67,728.75	$ 70,578.67
12.00	$ 62,075.20	$ 67,854.90	$ 70,145.73	$ 73,079.02
13.00	$ 64,558.20	$ 70,062.35	$ 72,563.78	$ 75,476.75

2025-2026 STCEA Salary Matrix				
STEP	BA-0	BA-18	MA-0	MA-15
1.00	$ 40,763.29	$ 42,959.28	$ 45,371.17	$ 47,751.43
2.00	$ 42,686.68	$ 44,868.50	$ 47,000.18	$ 49,586.51
3.00	$ 44,499.97	$ 46,722.13	$ 49,298.67	$ 51,481.58
4.00	$ 46,316.51	$ 48,589.93	$ 50,743.39	$ 53,379.89
5.00	$ 48,131.97	$ 50,447.90	$ 52,613.37	$ 55,280.40
6.00	$ 50,040.11	$ 53,421.33	$ 55,610.79	$ 58,322.52
7.00	$ 52,041.72	$ 55,659.85	$ 57,854.76	$ 60,599.19
8.00	$ 54,123.38	$ 58,262.55	$ 60,478.17	$ 63,261.87
9.00	$ 56,288.31	$ 60,863.06	$ 63,100.50	$ 65,912.55
10.00	$ 58,539.85	$ 63,845.23	$ 66,093.54	$ 68,951.40
11.00	$ 60,881.44	$ 66,817.55	$ 69,083.33	$ 71,990.24
12.00	$ 63,316.70	$ 69,212.00	$ 71,548.64	$ 74,540.60
13.00	$ 65,849.36	$ 71,463.60	$ 74,015.06	$ 76,986.29

2026-2027 STCEA Salary Matrix				
STEP	BA-0	BA-18	MA-0	MA-15
1.00	$ 41,170.92	$ 43,388.87	$ 45,824.88	$ 48,228.95
2.00	$ 43,113.55	$ 45,317.19	$ 47,470.18	$ 50,082.38
3.00	$ 44,944.97	$ 47,189.35	$ 49,791.66	$ 51,996.40
4.00	$ 46,779.67	$ 49,075.83	$ 51,250.82	$ 53,913.69
5.00	$ 48,613.29	$ 50,952.38	$ 53,139.51	$ 55,833.20
6.00	$ 50,540.51	$ 53,955.54	$ 56,166.90	$ 58,905.74
7.00	$ 52,562.13	$ 56,216.45	$ 58,433.30	$ 61,205.18
8.00	$ 54,664.62	$ 58,845.18	$ 61,082.95	$ 63,894.49
9.00	$ 56,851.20	$ 61,471.69	$ 63,731.51	$ 66,571.68
10.00	$ 59,125.25	$ 64,483.68	$ 66,754.48	$ 69,640.91
11.00	$ 61,490.26	$ 67,485.72	$ 69,774.16	$ 72,710.15
12.00	$ 63,949.87	$ 69,904.12	$ 72,264.13	$ 75,286.01
13.00	$ 66,507.86	$ 72,178.23	$ 74,755.21	$ 77,756.15

A. The salary of specially certificated or non-degree teachers shall be calculated on the basis of a $400 reduction from the levels established in Schedule "A" above, provided, however, that at the time of initial employment a degree candidate with a minor deficiency in meeting in-state certification, or a candidate lacking minor requirements for a degree, may through evaluation be placed on the schedule at a point Two Hundred ($200) Dollars below the levels established in Schedule "A" above.

B. A teacher's position on the salary schedule shall be determined on the basis of their certification and degree qualifications as of the first official working day of the contractual school semester.

C. Salary supplements for the following extra-duty programs are provided in the amounts specified in Schedule B. These salary supplements shall apply only when such teacher is carrying a normal teaching load on the regular daily schedule.

D. Extra duty pay for advisors of additional clubs or extracurricular activities may be approved at the discretion of the superintendent.

E. Upon approval, bargaining unit members who attend Professional Learning (conferences, curriculum planning, etc.) on days that are not scheduled as part of the regular school year (PD, work days, etc.) and that is not already compensated for under provisions of the contract shall be compensated at the Professional Development Rate of $100 per day.

F. Up to five (5) years' experience may be granted at the discretion of the Superintendent in an extra-duty position for a newly-employed, incoming teacher.

G. The extra-duty schedule shall be computed by multiplying the appropriate percentage by the B.A. step 1. All years of experience will be based on years of experience in the specific sport or specific activity. Staff who leave an extra duty position and return to it will retain their prior years of service in calculating the pay rate.

H. Hourly Rate: Upon approval, bargaining unit members providing extended instructional time not otherwise mentioned in the contract shall be compensated at an hourly rate.

The teacher's hourly rate shall be determined in the following manner:
(Schedule A, BA Step 1)/Total Contact Hours* = Hourly Rate
*Total Contact Hours are the State Mandated minimum

I. Teachers who are requested to sub on their prep hour shall be paid at the Hourly Rate defined in item H.

J. The Board specifically reserves the right to modify the extra duty schedule to reflect expansions or reductions in programs (or institution of new programs) which, in the judgment of the Board, are conducive to sound educational programming and management.

K. Longevity - The Board shall contribute the following longevity payments to full-time, certificated, contracted employees who have completed the necessary years of service within the St. Charles School System.

Beginning the 14th year $1400
Add $150 for each year after beginning the 15th year
Add $200 for each year after beginning the 20th year
Add $250 for each year after beginning the 25th year

K. Bargaining unit members assigned to the Hartley Camp have the following choices:

1. Bargaining unit member remain with the children throughout the camp program. Compensation for overnight stay will be the $100 professional development rate.

2. Bargaining unit member report to the camp at 8:00 a.m. and work through the evening activities.

Schedule B

EXTRA DUTY PAY *Schedule B pay will be based on a % of the BA Step 1 scale for all positions:			
POSITION	**0-3 YEARS**	**4-7 YEARS**	**8 + YEARS**
BASKETBALL			
Head Varsity	11%	12%	13%
Junior Varsity	7%	8%	9%
BOWLING			
Varsity	5%	6%	7%
Junior Varsity	3 %	4%	5%
COMPETITIVE CHEER			
Varsity	5%	6%	7%
Junior Varsity	2%	3%	4%
CHEERLEADING FOOTBALL			
Varsity	3%	4%	5%
Junior Varsity	2%	3%	4%
CROSS COUNTRY	5%	6%	7%
FOOTBALL			
Head Varsity	11%	12%	13%
Junior Varsity	7%	8%	9%
Varsity Asst.	5%	5.5%	6%
Junior Varsity Asst.	3%	3.5%	4%
GOLF	5%	6%	7%
SPRING BALL			
Head Varsity	8%	9%	10%
Junior Varsity	4%	5%	6%
TRACK			
Head Varsity (Girls OR Boys)	8%	9%	10%
Combined Head Varsity (Girls AND Boys)	12%	13.5%	15%
Assistant (only if for a combined G/B Varsity)	4%	4.5%	5%
VOLLEYBALL			
Head Varsity	10%	11%	12%
Junior Varsity	4%	5%	6%
WRESTLING			
Varsity	10%	11%	12%
Assist Varsity	2.25%	2.5%	2.75%

EXTRA DUTY PAY			
POSITION	**0-3 YEARS**	**4-7 YEARS**	**8 + YEARS**
BAND CAMP (up to 8 hours per day)	$13.00/Hr	$14.00/Hr	$15.00/Hr

-EXTRA DUTY PAY *Schedule B pay will be based on a % of the BA Step 1 scale for all positions:			
POSITION	**0-3 YEARS**	**4-7 YEARS**	**8 + YEARS**
ART EXHIBIT	$350		
AUDIO VISUAL DIRECTOR	4%	4.5%	5%
BAND, EXTRA CURRICULAR	7%	8%	9%
BUSINESS PROFESSIONALS OF AMERICA (BPA)	1.0%	1.25%	1.5%
CHOIR	3%	3.25%	3.5%
CLASS ADVISORS Senior & Junior Sophomore Freshman	 2% 1.5% 1%	 2.25% 1.75% 1.25%	 2.55% 2% 1.5%
COMPUTER TECH	$350		
CURRICULUM CHAIR	3%	3.5%	4%
DEPARTMENT HEADS	3%	3.5%	4%
DRAMA	4%	4.5%	5%
FORENSICS	$350		
HS YEARBOOK	2.5%	2.75%	3%
HONORS BAND	$350		
LANGUAGE ARTS	$350		
LAW DAY	1.0%	1.25%	1.5%
LINK CREW	1.0%	1.25%	1.5%
MODEL UN	$350		
NATIONAL HONOR SOCIETY (2)	1%	1.25%	1.5%
QUIZ BOWL	$350		
SAFETY PATROL	1.5%	1.75%	2%
SCIENCE OLYMPIAD	$350		
STUDENT COUNCIL	2%	2.25%	2.5%
SUPERVISED RECESS *If no one applies for this position, then all teachers will take their turns and the money will be divided equally	3%	3.5%	4%
TAC /SADD ADVISOR	1.0%	1.25%	1.5%
TALENT REVIEW	$350		

MIDDLE SCHOOL POSITIONS *Schedule B pay will be based on a % of the BA Step 1 scale for all positions.			
POSITION	**0-3 YEARS**	**4-7 YEARS**	**8 + YEARS**
ACADEMIC TRACK	1%	1.25%	1.5%
BASKETBALL 7th Grade 8th Grade	 2.5% 2.5%	 2.75% 2.75%	 3% 3%
CHEERLEADING 7th Grade 8th Grade	 1% 1%	 1.25% 1.25%	 1.5% 1.5%
STUDENT COUNCIL	2%	2.25%	2.5%
TRACK Head Assistant	 2.5% 2%	 2.75% 2.25%	 3% 2.5%
VOLLEYBALL	2.5%	2.75%	3%
WRESTLING	2.25%	2.5%	2.75%

TERMINATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2024 and shall continue in effect until June 30, 2027.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION
St. Charles, Michigan

President

Secretary

Mark Benson, Superintendent

ST. CHARLES EDUCATION ASSOCIATION
MEA/NEA

President

Negotiations Team

Negotiations Team

Negotiations Team

LETTER OF AGREEMENT

This Letter of Agreement shall be attached to and incorporated into the Master Agreement.

1. The positions of HSAC (Home School Agency Coordinator), alternative education teachers and at-risk four-year old teacher shall be added to the recognition clause.

2. The certification and qualifications for the HSAC position, the alternative education positions and the at-risk four-year old position will be established by the Board.

3. The HSAC will be assigned 7 hours and 45 minutes per day. Due to the unique nature of the HSAC position, the starting/ending times may be varied.

4. The HSAC will be assigned to a school year of 200 days. The HSAC will work with the supervisor to establish a 200 day calendar.

5. The HSAC will be reimbursed for mileage at the current Board established rate for all miles driven in the performance of duties for the St. Charles Community Schools. Mileage to and from the worksite that are commuting miles will not be reimbursed.

6. If a presently employed certified teacher moves into the HSAC position, the school year will revert to 186, 187, or 188 days. Any extra days will be paid at the extended school rate.

7. The HSAC and former alternative education teacher positions were given seniority at the beginning of the 1990-91 school year.

8. The language in this letter of understanding supersedes master contract language for these positions.

9. This letter of agreement may be revised at the beginning of each school year.

Appendix

All Michigan Educational Laws

https://www.michigan.gov/mde/services/ed-serv/ed-cert/law

Teacher's Tenure Act (TTA)

http://www.legislature.mi.gov/documents/mcl/pdf/mcl-act-4-of-1937-ex-sess-.pdf

Revised School Code (RSC)

https://www.legislature.mi.gov/documents/mcl/pdf/mcl-act-451-of-1976.pdf

Public Employment Relations Act (PERA)

http://www.legislature.mi.gov/documents/mcl/pdf/mcl-act-336-of-1947.pdf

Special Education Laws and Policies

https://www.michigan.gov/mde/services/special-education/laws-regs