

# Master Agreement

*between*

Schoolcraft Community Schools

*and the*

Kalamazoo County Education Association

*representing the*

Schoolcraft Education Association

2018-2021

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# COLLECTIVE BARGAINING AGREEMENT

This Agreement entered into as of this 23rd day of August, 2018, by and between the BOARD OF EDUCATION of the SCHOOLCRAFT COMMUNITY SCHOOLS, the BOARD or (Employer) and the KALAMAZOO COUNTY EDUCATION ASSOCIATION, (the KCEA), representing the bargaining unit called the SCHOOLCRAFT EDUCATION ASSOCIATION, the (ASSOCIATION).

## ARTICLE 1

### PURPOSE AND RECOGNITION

**1.1 Purpose.** The Board and the Association recognize and declare that providing a quality education for the children of Schoolcraft is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

The members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards. The general purpose of this Agreement is to promote a professional, orderly, and positive relationship between the Employer and the Association.

**1.2 Recognition.** The parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize. In consideration of the following mutual covenants, it is agreed as follows:

The KCEA has been certified by the Michigan Employment Relations Commission as the collective bargaining representative for the bargaining unit called the Association described as follows:

All permanent professional employees who are required by law to be certified and who are regularly employed in grades K-12 excluding temporary employees, supervisory personnel, and all other employees.

The KCEA has designated the (Association) as its representative for the purpose of contract administration.

## ARTICLE 2

### PROFESSIONAL SCHEDULE

**2.1 Work Year.** The normal work year shall begin not earlier than August 15th and end no later than June 17th, unless additional time is needed to make up. The work year shall include:

- A. One hundred eighty nine (189) teacher work days
- B. A Christmas - New Year's break.
- C. A spring break.
- D. Mid-Winter Break. Mid-Winter Break will consist of 1-2 days off on a Friday and/or Monday in mid-winter as determined by the Calendar committee.
- E. Not more than four (4) days orientation for new teachers at the beginning of the year and two (2) days for other teachers.
- F. A half-day for records will be provided at the end of each marking period.
- G. A student year of at least the minimal days for full State Aid will be required.
- H. Compensation for two (2) evening conferences shall be recognized as one work day when counting calendar work days.
- I. Any whole or partial day of student attendance shall be recognized as one (1) student day when counting calendar student days.

The calculation of student days and student half days shall be determined by applicable laws and regulations.

**2.11 Calendar.** The calendar will be adopted by mutual consent of the parties and if agreement cannot be reached by July 1st, then the Board may announce the opening of school. It being understood that the same number of days overall in each category will be continuous each year.

**2.2 Work Weeks.** The Board recognizes the principle of the standard five-day work week. The administration will set work schedules and make professional assignments, which can be completed with such standard work weeks.

**2.3 Workday.** The teacher's normal teaching hours in the secondary, middle, and elementary schools shall be as follows:

- A. Teachers are to be in their respective schools 1/4 hour before school starts.
- B. Teachers shall remain in their respective schools 1/2 hour after the regular school day ends.

**2.31 Lunch Period.** All teachers shall be entitled to a duty-free uninterrupted lunch period as follows:

- A. High School (9-12) minimum of thirty (30) minutes each day.
- B. Middle School (5-8) minimum of thirty (30) minutes each day.
- C. Elementary School (K-4) minimum of forty (40) minutes each day.

**2.32 Planning Time.** There shall be a free planning period each day equivalent to the regular class time for all high school and middle school teachers employed by the District. All elementary teachers will be granted weekly planning time equal to high school or middle school teachers.

**2.4 Class Size Guidelines.** It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed at Ensuring that the energy of the teacher is appropriately utilized.

A. As the student-teacher ratio is an important aspect of an effective educational program, the parties agree that the class size, when ideally achieved, should be kept within the following guidelines:

**ELEMENTARY - MIDDLE**

Young 5's	21 students
K-2	25 students
3-8	30 students

**SECONDARY**

English	30 students
Social Studies	30 students
Mathematics:	
Algebra	30 students
Geometry	30 students
Trig	30 students
General Math	25 students
Science:	
Middle School Science	28 students
Biology	30 students
Chemistry	30 students
Physics	25 students
Foreign Language	25 students
Business	20 students

**SYSTEMWIDE**

General Music	40 students
Band	Unlimited
Chorus	Unlimited
Art	24 students
Physical Education	40 students

B. If a classroom exceeds the student/teacher ratio as defined in Section A above, at the request of the affected teacher(s), the Association representative, the affected teacher(s), and the appropriate Administrator(s) shall meet in an effort to remedy the overload.

**2.41 Work Load Review.** A study committee consisting of two (2) Employer representatives and two (2) Association representatives (selected by the Association) shall be established for each building. If a teacher feels that he or she has an intolerable teaching situation involving an inflated class size, the teacher will refer the problem to the study committee. The committee will conduct a study within ten (10) school days of said referral and present their recommendations to the Superintendent. The Employer may without prejudice to its rights provisionally adjust a teacher's workload pending a decision.

**2.5 Materials.** The Board agrees to furnish appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard test and questionnaires, consistent with District goals and objectives.

Prior to changing a textbook, or selecting of a new textbook, the teachers affected and/or a committee of such teachers will be given the opportunity to meet and consult with the building principal regarding the proposed change or selection.

**2.51 Supply Orders.** After a teacher's supply order is approved by the principal and superintendent, it will not be changed or rejected without an attempt to notify and consult with the teacher.

**2.52 Work Room.** The Board shall provide a teacher work room in each building, which will be equipped with the necessary copy machines. Teachers shall have access to the work room during and after school hours and on weekends.

**2.53 Telephones.** The Board shall provide in each building access to a telephone from which teachers are provided the privacy to make confidential calls.

**2.6 Parent-Teacher Conferences.** The Board will establish a schedule of conferences that will permit a one hour lunch period and two hours between afternoon and evening sessions. Teachers will not be required to schedule conferences past 9:00 p.m.

**2.7 Inclement Weather.** Teachers shall not be required to work more than (1) one day per year when school is closed because of inclement weather.

**2.8 Meetings.** Administration reserves the right to call meetings under the following conditions:

A. Staff meetings – Can be called to disseminate information or work as a whole staff on school improvement initiatives. As a general rule staff meetings will occur before or after school for no longer than an hour and fifteen minutes. After school meetings will begin within twenty (20) minutes after students are dismissed. Before school meetings will begin no earlier than 7 a.m. Except for emergency meetings which fall under the purview of crisis management, no staff meeting shall be called unless a minimum of forty-eight (48) hours advance notice is given. Attendance at staff meetings is mandatory for both full and part-time staff unless the teacher receives permission to be absent by the Administration prior to the meeting. Part-time staff is included in all the provisions of this Article.

B. Professional Development Meetings- To facilitate complete curriculum development, teachers will attend professional development workshops. The Administration will have the responsibility for arranging and conducting these meetings along with a sub-committee for professional development to be established by the district's curriculum coordinating committee.

C. The Administration may require teachers to attend other meetings and conferences scheduled outside the normal work day.

D. Committee meetings and delayed starts will not be scheduled during the week that conferences are held.

**2.81** The administration shall not call more than thirty-six (36) hours of meetings specified in section 2.8 per year excluding parent-teacher conferences. Departmental and grade level meetings are voluntary

unless specifically stated otherwise by the building principal. Mandatory departmental and grade level meetings require a forty-eight (48) hour advance notice. Meetings of department chairpersons are not within the thirty-six (36) hour limitation.

## ARTICLE 3

### PROFESSIONAL ASSIGNMENTS

#### Assignments, Vacancies, Promotions, Transfers, Layoff and Recall

**3.1 Assignment Change.** Teachers who will be affected by a change in grade or subject assignment in the elementary, middle or high school must be consulted and notified by their principals or superintendent as soon as possible

**3.2 Transfer.** A transfer shall be defined as an entirely new teaching assignment, building, or position. Requests by a teacher for transfer to a different class, building, or position shall be made in writing. A copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

**3.3 Assignment Disputes.** The Association shall be given notice of all permanent assignments by August 15th.

**3.4 Mentor Teachers.** The parties agree to cooperation in the implementation of Section 1526 of the School Code (Mentor Teachers) through the school improvement process, using the following guidelines:

- A. Purpose of the mentor assignment is to provide the probationary teacher with the assistance, resources and information in a collegial fashion. Evaluation of the probationary teacher shall remain the sole responsibility of the Administrator.
- B. The mentor teacher(s) will, preferably, be a tenured teacher(s) in the District that work in the same building and possess the same area of certification.
- C. Mentor assignments will be assigned and approved by the Building Principal. Participation as a mentor teacher will be voluntary.
- D. The mentor assignment shall be for one (1) year, subject to review. The appointment may be renewed in succeeding years.
- E. Upon request, the Administrator shall make available reasonable release time so the mentor teacher may work with the probationary teacher in his/her classroom during the regular workday. Whenever possible, the mentor and probationary teacher shall be assigned a common preparation time.
- F. Mentor teachers will be assigned to each probationary teacher as follows:
  1. New Teacher to the Profession –
    - a. 3 years with mentor

- i. First two years paid at 1.5% per year
  - ii. 3<sup>rd</sup> year no compensation
- 2. Experienced Teacher – Non-tenured with previous experience
  - a. Two years with mentor
    - i. First year paid at 1.5%
    - ii. Second year unpaid
- 3. Experienced Teacher – Tenured in previous school district
  - a. One year with mentor
    - i. Paid .5%

**3.5 Seniority.** Bargaining unit employees who become administrators in the District shall retain all seniority earned during time of service in the bargaining unit. Upon return to the bargaining unit, the date of hire will be adjusted to deduct time spent as an administrator. In the event a bargaining unit employee becomes an administrator and returns to the bargaining unit within (1) one year, no seniority deduction will be made.

**3.6 Association Cooperation.** The Association agrees to encourage teachers to notify the Employer at the earliest practical time if they do not intend to renew their contract and further agrees to furnish the Employer information as it becomes available concerning the probability of future vacancies.

**3.7 Retraining.** It is the desire of both parties to continue to staff the schools with the present faculty. Therefore, the parties agree that every reasonable effort will be made to assure the required retraining of teachers whenever assignment changes are necessary.

**3.8 Inclusion of Students with Disabilities.** The parties recognize the extent to which a student with a disability can be included in regular education programs and services and whether such inclusion can be achieved satisfactorily, will depend in large part upon the training and other support provided the regular education personnel responsible for instructing the student.

Accordingly, the Employer will provide support for regular education personnel. Such support may be in the form of supplementary teaching materials, support personnel, in-service training, or other support suggested by the student's IEP.

## ARTICLE 4

### PROFESSIONAL STANDARDS

**4.1 Standards.** The success of the educational program depends on all professional employees acknowledging and meeting their responsibilities toward the achievement of the educational goals. The parties acknowledge the difficulty of completely and precisely defining the professional responsibilities of the entire professional staff. The Association and the Employer will work cooperatively through the Professional Standards Committee (P.S.C.) to develop mutually-acceptable professional standards.

**4.2 Liaison Officer.** The Association shall appoint, with the consent of the Superintendent, a liaison officer whose duties shall be to maintain a consistent, open and positive relationship with the Superintendent for the purpose of resolving routine matters between the parties and to maintain a positive relationship between the District and the Association.



4.3 An ethics and professional relations panel consisting of not more than three (3) members of the Board and not more than three (3) members of the Association may be convened to hear concerns, as related to the NEA Teacher "Code of Ethics" and concerns one teacher may have about another's professional conduct. The Association President and the Superintendent may be present as non-voting observers.

The panel shall appoint co-moderators, one (1) from the Association and one (1) from the Board. The panel is authorized to make non-binding recommendations to resolve appropriate concerns. This arrangement does not preclude assumption of any management rights.

## ARTICLE 5

### TEACHER RIGHTS AND RESPONSIBILITIES

**5.1 Association Support.** Pursuant to the Public Employment Relations Act, MCL, 423.201 et. Seq., the Board hereby that every certified teacher has the right to join and support the Association for the purpose of engaging in concerted activities such as: negotiations, mutual aid, and professional development.

#### **5.2 Damages and Claims.**

- A. The Board will provide legal counsel to advise the teacher of his or her rights and obligations with respect to any assault occurring during the performance of school related duties and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- B. If any teacher is complained against or sued for reasonable or proper disciplinary action taken by the teacher against the student, the Board will provide counsel and render all necessary assistance to the teacher in his/her defense when requested in writing by the teacher. If the final decision issues by a court or administrative agency indicates the teacher's liability for this action, all costs of assistance rendered pursuant to this paragraph and not covered by the District's insurance carriers shall be reimbursed by the teacher.
- C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- D. The Board will reimburse teachers for any reasonable loss, damage, or destruction of clothing or personal property of the teacher while in the direct performance of his/her professional duty in the school or on the school premises.
- E. Complaints: Any complaint or concern directed toward a teacher that is of such significance that it may be placed in the teacher's file shall be investigated by an administrator, and if so warranted will be documented and placed in the teacher's file. The teacher shall have the right to place a letter of rebuttal in his/her permanent record.

**5.3 Personnel Files.** The Employer shall cause a personnel file to be established and maintained for each teacher in accordance with the following guidelines, namely:

- A. An employee shall have the right to review the contents of his/her personnel file during regular business hours upon prior request. A representative of the Association may accompany the employee at the request of the employee. The file shall be reviewed in the presence of a representative of the Employer. Any placement references received by the Employer with the understanding that such references would remain confidential shall not be subject to review.
- B. After the date of employment, a teacher shall be given notice of the Employer's intention to insert any materials in his/her personnel file which may reflect unfavorably on the character of the teacher's professional services.
- C. A teacher may request in writing that material which the teacher claims to be erroneous be removed from his/her file. The request shall set forth the factual basis for such claim. If the Employer fails to remove the objectionable material within twenty (20) calendar days from receipt of such request, the teacher shall have the right to insert in his/her file a written statement, or other relevant material, concerning the material to which an objection has been made. The objectionable material shall be appropriately marked to show the existence of the teacher's filing, and the material to which an objection has been made shall be attached to and released only with the material filed by the teacher.

#### **5.4 Medical Examinations.**

- A. The Employer may suggest that a teacher receive a physical and/or mental examination upon initial employment and for reasonable cause may also suggest that a teacher receive a physical and/or mental examination:
  - 1. To determine the existence of any condition which might impair the ability of the teacher to safely and properly discharge the teacher's professional duties.
  - 2. To determine the existence of any condition which might be detrimental to the health of the students or other persons.

The Employer's reasons for suggesting an examination shall be given the teacher in writing and shall be subject to this Agreement's Enforcement Procedures. If the Employer shall suggest a medical examination, it shall pay the cost thereof provided that the examining physician and/or medical facilities are satisfactory to both Employer and employee.

- B. The Employer shall either furnish facilities for TB tests or reimburse each teacher for such tests as may be required by law.

**5.5 Teachers Facilities.** The Board shall make available in each school, adequate restroom and lavatory facilities exclusively for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge. The teacher's lounge and lavatory facilities will receive daily maintenance. General housekeeping is the teacher's responsibility.

**5.6 Citizenship Rights.** All teachers employed by the Board of Education shall be entitled to full rights of citizenship as outlined by the Constitution of the United States, the State of Michigan, Federal legislation and State action attendant thereto.

**5.7 Non-Discrimination.** The Association shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit employee or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit employee.

The Board agrees that it will in no way discriminate against or between bargaining unit employees covered by this Agreement because of their race, color, gender orientation, national origin or ancestry, age, sex, marital status, physical characteristics or disability or place of residence.

## ARTICLE 6

### INFORMATION SHARING WITH ASSOCIATION

**Providing information to the Bargaining Agent.** The Board agrees to furnish to the Association, in response to occasional requests, all available and legally disclosable information concerning the financial resources of the district: tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs, together with information which may be necessary for the Association to process any grievance or complaint.

## ARTICLE 7

### COMPENSATION AND BENEFITS

**7.1 Basic Compensation and Fringe Benefits.** The basic compensation and fringe benefits shall be as set forth in Schedule A, subject to the following provisions, namely:

- A. A teacher on the Longevity Schedule shall be eligible to advance to the next step on the salary schedule upon the completion of a service year. The step will be implemented at the beginning of each school year.
- B. Recognition of academic or certification advancement shall be made at the beginning of the work year following the submission by a teacher of proper verification of such advancement.

**7.2 Compensation Adjustments.** The basic compensation and/or benefits of a teacher on the Longevity Schedule shall be adjusted as follows:

- A. Overload, substitute and part-time adjustments shall be made as set forth in Schedule A.
- B. Salary adjustments for professional services required beyond the regular work year or for deduction in pay shall be made as provided in Schedule A.
- C. Additional compensation shall be paid for additional duties as set forth in Schedule B. The Employer may credit experience in related activities, whether earned in the same or different positions or capacities.
- D. The Employer may pay additional compensation for the performance on non-classroom professional assignments requiring additional professional responsibility, effort, or skill. The amount of such compensation shall be discussed by the Employer and the Association prior to the beginning of the assignment. The additional compensation shall terminate upon the completion of the assignment.

**7.3 Teaching Experience.** Credit for experience obtained with another Employer, including military service and vocational experience, may be given by the Employer in determining compensation.

**7.4 Mileage.** A teacher may be required to use his/her motor vehicle to discharge his/her duties and if so required shall be reimbursed in the amount set forth in Schedule A. The Employer may provide transportation in lieu of mileage reimbursement.

## ARTICLE 8

### AUTHORIZED ABSENCE

**8.1 Extended Illness.** Any teacher whose personal illness extends beyond the period compensated under Article 7 shall be granted a leave of absence without pay for such time as is necessary, but not to exceed one (1) year, for complete recovery from such illness. Upon return from leave, subsequent to a 'return to work' authorization from a physician, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

**8.2 Leave Classifications.** A teacher may be eligible to be absent for the following purposes:

**8.21 Sick Leave.** Sick leave shall be used for:

- A. Any physical or mental condition which disables a teacher from rendering professional services, excluding any condition compensable by Worker's Compensation, or resulting from employment. Sick leave may be used for disability resulting from pregnancy to the extent expressly permitted by law.
- B. Any communicable disease which would be hazardous to the health of students or other employees.
- C. Physical examination, medical, dental, or other health treatment which cannot be scheduled outside of the teacher's regular work day.

**8.22 Family Leave.** Family leave shall be used for the illness of a member of the immediate family provided that the presence of the teacher is reasonably required. Immediate family shall be defined as spouse, father, mother, child, brother, sister, mother-in-law, father-in-law, grandparents and grandchildren (including step for all proceeding).

**8.23 Funeral Leave.** Funeral Leave shall be used to attend the funeral of the deceased and/or to participate in usual bereavement activities. Family funeral leave is intended for the death of members of the immediate family. Immediate family shall be defined as spouse, father, mother, child, brother, sister, mother-in-law, father-in-law, grandparents and grandchildren (including step for all proceeding). Five (5) days for death of spouse, child (including step-children), parent or step-parent. Four (4) days for death of brother, sister, step-brother, step-sister, or step-parent. One (1) day for death of extended family, i.e. grandparents, aunts, uncles, and/or cousins. The Superintendent may grant funeral leave upon request in his/her sole discretion. Additional time chargeable against sick leave may be granted at the discretion of the Superintendent. Non-family Funeral Leave is intended for other relatives or persons whose prior relationship to the teacher would be sufficient to warrant the attendance of the teacher at the funeral of the deceased and may be granted by the Superintendent.

**8.24 Personal Leave.** Each teacher shall receive two and half (2.5) personal days at the beginning of the school year for necessary professional or personal obligations.

- A. Personal leave shall be prorated for those teachers employed less than full time or less than a full year.
- B. Written request for personal leave shall be submitted to the Principal not less than twenty-four (24) hours in advance of the intended absence on the form provided by the school, unless the need for the leave was unforeseeable. Teachers will be notified as soon as possible before the date of absence(s) for any disapproval of a request.
- C. Personal leave will not be approved for the day prior to or day following Christmas-New Year's break except in an emergency, for religious reasons or for unusual cases to be determined at the sole discretion of the Superintendent or designee.
- D. Up to one (1) day of additional personal leave may be granted to a teacher in a case of emergency at the sole discretion of the Superintendent or designee.
- E. If there is a snow day or if school is closed for any other reason, then teachers will not be charged a personal day.
- F. Any unused personal days will be converted to sick days at the end of each school year.

**8.25 Jury Leave.** Jury leave shall be used for jury service if the teacher is unable to be excused or to have such service rescheduled to a time which does not conflict with the discharge of his/her professional responsibilities. The teacher shall return to his/her duties whenever his attendance in court is not actually required and will give the Employer reasonable notice in order to avoid the unnecessary use of substitute teachers.

**8.26 Association Leave.** Upon the request of the Association, the Employer shall grant a leave of absence to a teacher for purpose of participating in Association professional improvement programs or for conducting official Association business related to the administration or negotiation of this Collective Bargaining Agreement in accordance with the following guidelines, namely:

- A. The absence of the teacher shall not materially interfere with the discharge of the teacher's professional responsibilities.
- B. The Superintendent shall not be required to grant more than five (5) such Association leave days during each school year nor to grant leave on any one day to more than two (2) teachers.
- C. The Association shall reimburse the Employer for the cost of a substitute, as well as for those sums paid to the retirement board for the released time compensation.

**8.27 Meritorious Leave.** Meritorious leave shall be used for general health, adoptions, child care, family emergencies, education, or for meritorious reasons not otherwise provided herein. In determining whether to grant any such leave, the Employer shall consider:

- A. The past performance of the teacher;
- B. The staffing needs and other requirements of the Employer;
- C. The length of service of the teacher and the probability that the teacher will return to the service of the Employer; and
- D. The purpose of the leave.

**8.3 Leave Compensation.** The eligibility of a teacher to receive compensation and/or benefits for leave days shall be as set forth on Schedule A. A teacher shall not be eligible for compensation and/or benefits for any leave which does not comply with the terms of this Agreement or of the written leave Agreement. If a teacher does not complete a full work year, the Employer shall be reimbursed for any days or fractions of days used in excess of the earned leave days.

**8.4 Authorized Days.** The number of authorized leave days shall be as set forth in Schedule A. If a teacher is tardy or absent without authorization, the Employer shall have the right to deduct compensation and benefits as provided in Schedule A. No leave days shall be earned by a teacher if a teacher is on a leave of absence or laid off.

#### **8.5 Leave Administration.**

**8.51 Notice.** A teacher shall give the Employer notice of his desire to be granted a leave as soon as the teacher is aware that leave will be required so that the Employer will have the maximum time to provide for the teacher's absence. The minimum notice for requesting a leave, excluding illness or unforeseeable events, shall be seven (7) work days prior to the requested leave date, or a regular Board of Education meeting, if Board approval is required. Requests for personal business should be submitted with a minimum of 24 hours' notice before the leave.

**8.52 Leave Limitations.** All leaves shall be subject to the following limitations:

- A. A leave may be terminated early only with the consent of the Employer.
- B. A teacher may be required to disclose, except in cases of personal business, the specific use of a leave day.
- C. Leaves shall be taken in one half day increments, unless otherwise provided and agreed upon.

**8.53 Leave Denials.** A leave for other than personal illness or a family death may be denied if the teacher has failed to make adequate provision for the discharge of his classroom responsibilities during his absence. Leave request shall be made in writing on forms furnished by the Employer. A leave may be approved without a prior written request as a consequence of unforeseen circumstances or the inability of a teacher to file a written request, provided that a written application is thereafter filed.

**8.6 Crisis Leave Bank.** An employee may voluntarily contribute to a crisis leave bank which holds in reserve days that may be used for extended personal illness or injury when all of an individual's personal sick

days have been depleted. Each day contributed shall equate to 1/2 day for the recipient. The Association shall be responsible for the administration of the crisis leave bank, but agrees to notify the Employer of such use. Teachers may apply for a maximum of fifteen (15) crisis leave days per application. Teachers may reapply for additional days for the same illness or injury. The purpose of the crisis leave bank is to provide protection for those people in need until they are covered by another loss-of-compensation benefit.

## ARTICLE 9

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

**9.1 Use of School Facilities.** The members of the Association shall have the right to use school building facilities for meetings at all reasonable times that will not interfere with student education. The use of the building will be cleared through the Administration. The Association will not conduct meetings during a normal work day. Faculty bulletin boards in the teacher's lounge and other established media of communication shall be made available to the members of the Association.

**9.2 Furnishing Information.** The Board agrees to furnish to the Association, in response to occasional requests, all available information concerning the financial resources of the district: tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs, together with information which may be necessary for the Association to process any grievance or complaint.

## ARTICLE 10

### CONTRACT ENFORCEMENT

**10.1 Introduction.** A claim by a teacher or of the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, or order, or regulation of the Board may be processed as a grievance as hereinafter provided.

#### 10.2 Steps of Procedure:

##### A. Level One - Principal

1. A teacher with an alleged grievance shall discuss it with his/her principal individually, together, or through the Association representative. Such discussion shall take place within five (5) working days of the teacher's knowledge of the occurrence of the alleged grievance.
2. If step one is unsuccessful or one of the parties to the grievance does not wish to use this step, the teacher may file a formal grievance on a form to be supplied by the Association, (see Appendix B). This form shall be completed on four (4) copies; one copy for the grievant, one for the Association, one for the Building Principal, and one copy for the
3. Superintendent. All copies will progress through the necessary steps until resolved so as each copy has dispositions recorded. These forms will be returned to the proper authorities upon resolving the grievance. A formal grievance must be filed within five (5) working days of discussion with the principal.

4. Within five (5) working days of the receipt of the grievance, except in case of absence, the Principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association.

#### **B. Level Two - Superintendent**

1. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made, the grievance may be transmitted to the Superintendent. Such action must take place within five (5) working days of receipt of the supervisor's decision, or expiration of time limit.
2. Within five (5) working days, the Superintendent, except in (the) case of an absence of either party, shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Association. In the event of absence, the Superintendent shall have five (5) working days upon return to indicate the disposition.

#### **C. Level Three – Board of Education**

1. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within five (5) working days of such meeting, the grievance may be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. Such appeal is to be filed within five (5) working days after the Association receives an answer from the Superintendent.
2. The Board, no later than its next regular meeting, may hold a hearing on the grievance or give such other consideration as it shall deem appropriate.
3. Disposition of the grievance by the Board shall be made in writing no later than five (5) working days thereafter. A copy of such disposition shall be furnished to the Association.

#### **D. Level Four – Arbitration**

1. If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance may be submitted to advisory arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.
2. The fees and expenses of the arbitrator shall be shared equally by the parties.
3. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
4. In cases where the time required to process a grievance through the grievance procedure will cause a disadvantage to the grievant(s), the grievance may be appealed directly to the Board.
5. In the event that a grievance is filed by a bargaining unit employee of the Association that is of such a nature that expediency in resolution is imperative or the grievance is of such a nature that a resolution could not be achieved by following the normal procedures, the parties may, by mutual consent, send the grievance directly to the advisory arbitration.
6. The arbitrator has no authority to make a decision on the merits of a grievance which addresses an illegal or prohibited bargaining subject.



### **10.3 Terms of Grievance.**

- A. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of both parties.
- B. Even if a grievance is filed after May 1, of any year, strict adherence to the time limits may result in hardship to either party, the Board shall process such grievance prior to the end of the school term or within thirty (30) days after the grievance reached Level 4

**10.4 Provisional Relief.** A party may at any stage of the proceedings provisionally grant in whole or in part the relief requested by the Claimant. Neither a provisional grant of relief, nor the failure to grant such relief, shall be considered as an admission, it being intended only for the purpose of permitting a party to mitigate damages pending a final determination of the claim.

## **ARTICLE 11**

### **PART-TIME/SHARED-TIME EMPLOYEES**

**11.1** The Schoolcraft Community Schools Shared-Time Program is a program in which teachers voluntarily reduce their employment to part-time and share a teaching position with another teacher. For example, two teachers may share an elementary classroom, one teaching morning and the other teaching afternoons.

**11.2** The following rules and procedures shall apply:

- A. Teacher participation shall be voluntary.
- B. All shared-time staffing assignments as well as the continuation of such assignments shall be subject to the approval of the Principal and Superintendent.
- C. If the Shared-Time position is dissolved, the shared-time teachers will be considered for placement in a full-time position for which they are qualified and certified.
- D. Participating teachers shall accrue full seniority during the year and shall advance on the salary schedule as though they were teaching full-time.
- E. As half-time employees, both teachers will be entitled to ten (10) half-days of sick leave and two (2) half-days of personal leave per year. MESSA PAK A will be provided with a 50% co-pay of the insurance premium. If a teacher does not take PAK A, she/he may elect to take MESSA Plan PAK B at no additional cost.
- F. A pair of teachers or an individual teacher may apply for shared-time position.
- G. Teachers desiring to participate in the shared-time staffing program shall submit their requests by April 1, for the following school year. All requests shall be acted upon by the close of the school year.

H. Exceptions to these guidelines shall be subject to discussion with the teachers involved, the Principal, the Superintendent and the Association.

I. Teachers who enter into this shared-time teaching Agreement understand that:

1. Communication of attendance requirements for special faculty meetings will be the joint responsibility of the Principal and the shared-time teacher. Required attendance would only occur when the Principal felt it was essential he or she communicate with the entire staff at the same time. If both teachers are not asked to attend a faculty meeting, then the shared-time teacher who is in attendance at the meeting is expected to inform the other teacher of what took place at the meeting.
2. Since most half-days (without students) occur in the afternoon, both teachers will be responsible for splitting the half days with students. If one teacher is required to work a half-day (without students) for required professional development, she/he will be paid for the half-day on a per diem basis.
3. Shared-time teachers are responsible to plan together sufficiently and discuss student problems. It will be up to the Principal to determine whether teachers are planning sufficiently together.
4. Any extra-duty assignments performed entirely by one (1) teacher will be reimbursed at the full percent given in Schedule B.
5. All shared-time teachers will be expected to attend all parent-teacher conferences.

## **ARTICLE 12**

### **MISCELLANEOUS PROVISIONS**

#### **12.1 Negotiations Procedure.**

- A. It is agreed that any and all matters not specifically covered by this Agreement of concern to either party shall be subject to professional negotiations between them from time to time during the period of this Agreement upon written request by either party to the other. This Agreement to engage in negotiations does not extend to matters which are a prohibited or illegal bargaining subject; and if for any matter which it is a permissive bargaining subject, negotiations may only occur with the agreement of both parties. The parties shall cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters as promptly as possible.
- B. The Board's bargaining representatives shall include at least two (2) members of the Board whenever possible. The KCEA bargaining representative shall include at least two (2) teacher members of the Association. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider

proposals and make concession in the course of negotiations or bargaining, subject only to such ultimate ratification.

- C. The KCEA and Board specifically recognize the right of either party to appropriately invoke the assistance of the State Labor Mediation Board.
- D. Every Agreement executed under the provision of Paragraphs A and B of this Article shall become effective immediately upon ratification by the Board and by the Association unless otherwise stated, and shall continue in force for the life of the Master Agreement and shall have the same force and effect as all other parts of the Master Agreement.

**12.11 Term.** This Agreement shall be effective as of the date hereof, and shall continue in effect until August 23, 2018, except as a provision by its express terms intends for a longer period.

**12.12 Complete Agreement.** This Agreement contains the full and complete agreement of the parties and may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties in a written and signed amendment to this Agreement.

**12.2 Unavailability Notice.** Teachers shall be informed of a telephone number that may be called before 7:00 a.m. to report unavailability. It shall be the responsibility of the Administration to arrange for a substitute certified teacher.

**12.3 Board Information.** Information presented to the Board of Education in an open meeting will be provided to the Association

**12.4 Contract Printing Deadline.** Copies of this Agreement shall be printed at the expense of the Board of Education and presented to all teachers now employed or hereafter employed by the Board, within thirty (30) days following ratification by both parties.

**12.5 Policy Determination.** The Board has the right to determine, with the advice and recommendation of the school faculty, the curriculum to be taught, textbooks to be used, the grading system, and all other rules and regulations as to the conduct of the students on the school premises.

**12.6 Definitions.** Except as otherwise expressly provided in this Agreement, the words and phrases have the following meanings:

- A. "Day" means a calendar day except a Saturday, Sunday or a scheduled holiday vacation period occurring during the school year.
- B. "Part-time teacher" means a teacher employed under a written contract who regularly works less than a full work year, work week or work day.
- C. Party means the Employer the KCEA or the SEA.

**12.7 General Interpretation.** This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the provisions of the Agreement. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of *Article 12—Miscellaneous Provisions*

**12.72 Individual Contracts.** All individual teacher contracts are subject and subordinate to the provisions of this Agreement and shall be terminated in accordance with the procedures herein set forth or by the termination of the teacher's tenure or probationary rights.

**12.73 Policies and Other Agreements** The Employer has the right to adopt policies, initiate programs and enter into agreements with teachers or others, which are not contrary to the express terms of this Agreement. The Employer shall in good faith consult the Association prior to the adoption of any policy required by this Agreement.

**12.8 Contract Representatives.** Each party shall designate in writing the names of its authorized representatives to administer this Agreement and such representatives shall meet at least monthly during the terms of this Agreement.

**12.9 Professional Study Committee** The parties agree that a Professional Study Committee (P.S.C.) will meet on a timely basis to discuss issues of mutual concern. The committee shall serve in a problem solving and advisory capacity. The parties may have as many as four (4) representatives each on the P.S.C.

**12.10 Emergency Financial Manager.** If an emergency financial manager is appointed under PA 436 of 2012, the Local Financial Stability and Choice Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement as provided in that Act.

Dated: August 23, 2018

**KALAMAZOO COUNTY  
EDUCATION ASSOCIATION**

By \_\_\_\_\_  
Dorian Prier, MEA UniServ Director

By Kristin Caroselli  
Kristin Caroselli, SEA President

**SCHOOLCRAFT COMMUNITY  
SCHOOLS BOARD OF EDUCATION**

By D'Arbra Fetzner  
D'Arbra Fetzner, President

By Jennifer Gottschalk  
Jennifer Gottschalk, Secretary

## SCHEDULE A

Compensation adjustments for this Agreement will become effective in the pay period following the Board's receipt of notification that the Association has ratified the new Agreement.

Years of Service	Level	BA	MA
1 to 5	A	\$38,000	\$42,000
6 to 10	B	\$46,504	\$50,000
11 to 15	C		\$61,000
16 to 20	D		\$67,000
21 to 25	E		\$70,000
>25	F		\$73,000
Teachers who earn certification through the National Board for Professional Teaching Standards will be compensated on the MA lane and receive an additional \$1,000.			
A full year of service is granted for each year a teacher completes the school year.			
For those individuals who were hired before January 1, 2008 and hold a Bachelor's Degree, their longevity schedule will be calculated by adding \$500 annually to their respective hold harmless pay schedules until they receive their Master's Degree. When they receive their Master's Degree they will move to the MA Schedule.			

### Salary Benchmark Agreement

Our salary schedule is as follows:

Level A starting at \$38,000 (BA) or \$42,000 (MA) and Level F ending at \$73,000. This salary schedule will remain in effect as long as the following prioritized conditions are met:

- The fund equity of the district is maintained at the minimum best practice rate of 15-percent; and
- *The districts in the Kalamazoo RESA consortium will, exclusively, be the districts used for comparison; and*
- The salary schedule for Level A, at SCS, is at least in the top four starting salary schedules (looking at the salary in the BA and MA in the first year of longevity) in the county, reviewed annually and relative to all settled contracts, as of August 15 of each year; and
- The salary schedule for Level F is at least in the top four ending salary schedules (looking at the salary in the highest longevity in the MA/MS column) in the county, reviewed annually and relative to all settled contracts, as of August 15 of each year.

*Contract language will be negotiated;*

- *Every three years on language and alternative schedules*
- *Each year where the conditions of the Schedule A fail to meet the conditions stated above*

*Any changes made in contract language or remuneration will take effect in the next fiscal year.*

**A. 1.2 Compensation Adjustments.**

- A. Teaching assignments in the High School and Middle School that require more than four (4) academic preparations per year will receive additional compensation at the rate of 5% of the base. This article includes only English, Math, Science, and Social Studies classes. Band, Physical Education, Choir, Art, Home Economics, Industrial Arts, along with academically grouped, combination and experimental classes are excluded
- A. An elementary teacher having a split grade (excluding non-graded classes) shall receive an additional amount equal to 2.25% of the BA base per year plus state retirement.

**A. 2.1 Benefit Plans.**

- A. The Employer contribution toward the annual premium costs for all insurance programs provided for each eligible, full time teacher shall be capped at the limits set forth in Publicly-Funded Health Insurance Contribution Act, MCL 15.561 et seq., which is the cap including rate of inflation, which adjusts annually. Employees who are insured through the District program will contribute the amount that exceeds the “hard cap” limit.

2018-19		2019-20		2020-21	
Single	\$6,560.52	Single	TBD	Single	TBD
Two-Person	\$13,720.07	Two-Person	TBD	Two-Person	TBD
Family	\$17,892.36	Family	TBD	Family	TBD

- B. For the 2018-19 through 2020-21 contract years the Employer agrees to provide the following benefit for a full time teacher who does not elect to participate in the district health insurance plan:

- 1. A fully paid MESSA Pak B plan that includes coverage not less than the 2008-2009 coverage levels for:

Negotiated Life	\$50,000 AD&D
Delta Dental	80/80/50: \$1,500
Vision	VSP-3
Long Term Disability	66 2/3%
	\$5,000 maximum
	90 calendar days - modified fill
	Freeze on offsets
	Alcoholism/drug addiction - 2 years Mental/nervous - 2 years

- 2. Those full time employees who elect not to participate in the health insurance program will receive a cash benefit of \$5,000 to be paid annually. This cash payment (about \$416.67) would be made monthly to the employee. The choice must be made annually. The cash benefit will be prorated for employees working 50%-99% contract.

3. In cases where the spouse's open enrollment does not coincide with the open enrollment period for Schoolcraft Education Association, the employee will maintain the current MESSA coverage until their spouse's open enrollment date. The employee electing this option needs to commit to the change in writing by the end of the Schoolcraft Education Association's open enrollment. In addition the employee will notify the district at least 30 days in advance of their spouse's open enrollment date.

Section 125 Plan – The employer will adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code. This plan will provide employees with the option of paying health insurance benefits with pre-tax dollars.

All costs related to the implementation and administration of benefits under this provision shall be paid by the employer. Any dispute related to the Section 125 plan shall be grievable under the terms of the grievance procedures found in Article 10 of this Agreement.

**A. 2.2 Contribution Adjustments.**

A. If a teacher does not provide professional services for the full work year, premiums shall terminate at the end of the calendar month in which the teacher's professional services ended.

A. The benefits of a part-time teacher shall be proportionately adjusted.

**A. 2.3 Application for Insurance.** Each teacher shall file an application with the Employer for insurance coverage on forms furnished by the Employer. Each application shall include, or have attached to it, a certification by the teacher of the insurance coverage available to each dependent or spouse included in the application. An amended certification shall be promptly filed whenever there is any material change in the information previously furnished

**A. 2.4 Association Cooperation.** The Association agrees to cooperate with the Employer in order to discourage insurance coverage which will result in the shifting of coverage cost from another employer or double coverage with no reasonable benefits to the insured.

**A. 2.5 Plan Year.** The benefit period shall be the same as the contract period.

**A. 3 Leave Allowances.**

A. Each full time teacher shall be eligible for the following leave benefits:

*\*Unused personal business days will be converted to sick days at the end of each school year.*

<u>Leave Classification</u>	<u>Yearly</u>	<u>Accumulation</u>	<u>Compensated</u>
Sick Leave (family & self)	10 days	100 days	Yes
Funeral Leave	Agreement	None	Yes
Personal Leave	2.5 days*	None	Yes
Association Leave	Agreement	None	Yes**
Meritorious Leave	Agreement	None	Agreement

*\*\*Association to pay cost of substitute.*

B. Once ninety (90) days of sick leave has been accumulated, a teacher shall be paid \$25.00 per each day of unused sick leave accumulated over ninety (90) days. The monies will be paid at the end of the school year.

B. Upon retirement, a teacher shall be paid \$25.00 per each day for the unused portion of sick leave accumulated up to 100 days.

**A. 4 Transportation Allowance.**

A. Reimbursement shall be at the rate that is established by the IRS at the time the reimbursement is made.

B. Reimbursement for staff, who travels daily between buildings to fulfill their professional duties, shall be reimbursed \$100/semester.

**A. 5 Payroll Deduction.** Deductions for insurance are limited to the contract benefit plans. There shall be only one enrollment period per year for each plan or benefit. Upon proper request, a teacher may also request payroll deduction for the following:

1. Credit Union

1. A tax sheltered annuity, if one carrier agrees to administer. The Employer shall not be required to approve more than five (5) carriers.

**A. 6 Probationary Teachers-Professional Development Time.** Probationary Teachers shall be required to complete a minimum of fifteen (15) days of professional development during their first three (3) years of classroom teaching. Probationary teachers may be required to complete professional development days outside the regular work day and work year.

Probationary Teachers will be reimbursed for associated costs including: registration, fees, materials and when applicable, mileage, in accordance with district policy for any and all professional development days.

**A. 7 College Credit Reimbursement.** Teachers shall be reimbursed up to 50% of credit hour cost for college level classes, under the following conditions:

A. Classes eligible for reimbursement must be graduate level classes required for continuing teacher certification or to enhance the professional qualifications of the teacher or in pursuit of National Board of Professional Teaching Standards certification.

B. Coursework must be specific to student growth in areas of instruction, assessment, curriculum development, special education, technology, guidance/counseling or administration.

C. For course/credit reimbursement, the teacher shall submit to the superintendent a credit approval form for pre-approval prior to the start of the course.

D. Maximum number of hours eligible for reimbursement is limited to six (6) credit hours per eligible teacher, per year.



**SCHOOLCRAFT COMMUNITY SCHOOLS**

**SCHEDULE B**

**B. 1 Compensation Schedule.** (All Experienced Personnel will begin at Step 1 of the BA Base)

<u>Group I.</u>	Years of Experience	0	1	2	3	6	10
	% of Base	12	13	14	15	16	17

Varsity Football, Varsity Basketball.

<u>Group II.</u>	Years of Experience	0	1	2	3	6	10
	% of Base	6	7	8	9	10	11

Asst. Varsity Football, JV Football, Asst. JV Football, Freshman Basketball, JV Basketball, Varsity Baseball, Varsity Track (Men and Women), Varsity Cheerleading Advisor, Varsity Softball, Varsity Volleyball, Wrestling Tennis, Cross Country and Varsity Golf. Currently Varsity Soccer (Men and Women) and Bowling are Club Sports with Board Approval they will be a part of this group.

<u>Group III.</u>	Years of Experience	0	1	2	3	6	10
	% of Base	3	4	5	6	7	8

JV Baseball, JV Softball, Asst. H.S. Track, JV Volleyball, JV Golf and Freshman Volleyball.

<u>Group IV.</u>	Years of Experience	0	1	2	3	6	10
	% of Base	3	3.5	4	5	6	7

M.S Football (2 coaches), M.S. Track (2 coaches), 7th Grade Volleyball, 8th Grade Volleyball, 7<sup>th</sup> Grade Basketball, 8<sup>th</sup> Grade Basketball, MS Cross Country, MS Wrestling, MS Cheer Advisor and Weight Room Principal.

- Group V. Paid Stipend for Varsity Assistants  
 Group 1 - Basketball- \$500  
 Group 2 – Volleyball, Baseball, Softball, Cheerleading, Wrestling, Cross Country, and Tennis - \$400

All Non-Coaching Assignments are a fixed dollar amount and years of experience are not weighed in to the stipend.

<u>Group V.</u>	<u>Assignment</u>	<u>Rate % of Base</u>
	12th Grade Sponsor	\$1,000
	11th Grade Sponsor	\$1,000
	10th Grade Sponsor	\$1,000
	9th Grade Sponsor	\$1,000
	Elementary Student Council Advisor	\$ 600
	Middle School Student Council Advisor	\$ 900

- E. The teacher must be employed, at least half-time in the district, when enrolled in eligible classes, as well as when the class is completed.
- F. Application for reimbursement shall first be due no later than October 1 for classes completed the previous year (September 1 through August 31). Records indicating course completion and a grade of at least a "B" shall be required, along with a statement of how the class fits into an educational plan or professional qualifications.
- G. The Board will add an additional \$7,500 for each year of this agreement to the remaining balance from the previous year. Distribution will be at a rate of up to 50% of the cost of each class. Reimbursement will be based on the cost of one (1) on-campus graduate credit hour at Western Michigan University as of July of the enrollment year.

**A.8 Salary – Lane Change Advancement**

- A. For all teachers hired after July 1, 2012, lane change advancement will result from academic programs related specifically to student growth in areas of instruction, assessment, curriculum development, special education, technology, guidance/counseling or administration.
- B. Programs resulting in lane change advancement must be pre-approved by the superintendent.

**SCHOOLCRAFT COMMUNITY SCHOOLS  
SCHEDULE B (Continued)**

<u>Group V.</u>	<u>Assignment</u>	<u>Rate % of Base</u>
	High School Student Council Advisor	\$1,200
	Vocal Music (K-12)	\$1,300
	Instrumental Music (K-12)	\$4,800
	National Honor Society	\$ 600
	Yearbook H.S.	\$1,200
	Yearbook M.S.	\$ 400 if a part of class \$ 800 if club
	Jr./Sr. Prom	\$1,200
	Play/Musical Director (each)	\$1,500
	MS Musical – Director	\$1,000
	Freshman Academy Coordinator	\$1,000
	Common Bond Coordinator	\$1,000
	8 <sup>th</sup> Grade Trip (Director Only)	\$1,200
	7th Grade Camp (Director Only)	\$1,500
	Mentor Teacher (1st 2 years)	\$ 750
	Club Advisor (1 Advisor Per Club)	\$ 500
	(Chess Club, Ecology Club, Spanish, French, etc.)	
	Robotics H.S.	\$1,500
	Robotics M.S.	\$750
	Robotics Elementary	\$500
	Homebound Instruction	Negotiable
	On site, district planned PD activities	
	during the summer break	\$18.00/hour
	District School Improvement/Curriculum Committee	\$750 per school year
	Athletic Crowd Control	
	Football, Volleyball, Wrestling, etc.	\$50.00/night
	Basketball	\$40.00/night (2 games)
		\$50.00/night (3 games)
	Concessions	\$55.00/night

**APPENDIX A  
SCHOOLCRAFT SCHOOL DISTRICT**

Fill out in Triplicate

Distribution of Form

1. Superintendent or Principal
2. Association
3. Teacher

GRIEVANCE REPORT \_\_\_\_\_

Date Filed: \_\_\_\_\_

**Level One**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. Statement of Grievance and Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Signature Date

C. Disposition by Principal: : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

--	--

Signature Date

D. Grievant and/or Association Position: \_\_\_\_\_

\_\_\_\_\_

--	--

Signature Date

*Grievance Report—Continued*

**Level Two**

A. Date Received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_

--

Signature

Date

C. Grievant and/or Association Position: \_\_\_\_\_

\_\_\_\_\_

--

Signature

Date

**Level Three**

Date Received by Board of Education or Designee: \_\_\_\_\_

Disposition by Board: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

--

Signature

Date

**Level Four**

Date Submitted to Advisory Arbitration: \_\_\_\_\_

Disposition of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Addendum - Agreement 1: Revenue Sharing**

### **Revenue Sharing Agreement**

If the district revenues exceed the district expenditures by greater than \$20,000 for the 2015-16 school year the district would share the excess revenue with all employees in the district as long as the fund equity of the district was maintained at the minimum best practice rate of 15percent. If the excess is \$20,000 or less the monies will be transferred to the district capital projects fund.

The sharing of the excess revenue would be capped at \$100,000. Teachers would receive 60percent (capped at \$60,000); non-teaching staff would receive 40-percent (capped at \$40,000). Excess revenue that exceeds \$100,000 will be transferred to the district capital projects fund.

The payment to the staff would be made in November as a one-time cash payment.

The payment would be equal for each full time teacher and pro-rated for each part-time teacher, The payment would take into account the cost of retirement and FICA.

Staff are eligible for revenue sharing if they served the district in the fiscal year prior to the payout date. Non-retirees who voluntarily leave the district prior to the start of the new school year will not be eligible for revenue sharing due to the timing of audit and payout. Staff who have two (2) consecutive ratings of minimally effective or ineffective will not be eligible for revenue sharing.

## **Addendum - Agreement 2: Merit Pay**

### **Schoolcraft Community Schools – Merit Pay Plan**

The Schoolcraft Community Schools Board of Education is dedicated to developing a culture of learning and respect. The Board would like to encourage all staff to participate in creating this climate. In that regard, the Board is offering a merit pay incentive plan to support this endeavor.

The merit pay plan is based on a point system. The amount designated to the entire Schoolcraft Education Association bargaining unit for merit pay is \$10,000 per year. This payment is not part of the salary schedule. At the end of each school year the \$10,000 will be divided by total number of points earned by all teachers in the bargaining unit during the year to establish the dollar value for each point earned. The number of points each staff member earned to arrive at their merit pay for the year, will then multiply the per-point dollar value. There is no limit on the number of points an individual staff member can accumulate.

Staff who have an ineffective or minimally ineffective rating are not eligible for merit pay, off schedule payments or contractual step increases. Merit pay will be included in the last pay of the contract year (last pay in August).

**Staff Attendance:** The Board of Education believes that staff attendance impacts student achievement. Below you will find a scoring rubric for staff attendance. In the rubric personal days and administrative directed absences are not considered an absence from school.

Days	Pts.
0	20
1	18
2	16
3	14
4	12
5	10
6	8

**Staff Evaluation:** Staff will be rewarded for a positive evaluation using the rubric below:

Highly Effective Rating: 20 Points  
Effective Rating: 10 Points

**Continuous Improvement:** Summer or non-contractual time professional development will be given 5 points per day for programs attended.

**Public Relations and Representation:** Any of the following items will be eligible for two (2) points per event:

- Participation in volunteer community service outside the school day (ie. Beautification Event, Battle of the Books Coach)
- Publishing an article promoting SCS or education in local news media or district publications
- Presentations to /school community/county/state groups
- Receipt of awards for school related activities
- Creation of new innovations (Principal Approved)
- Sends an average of 2 Positive Note Cards home per week (10 points)
- Participate in the graduation ceremony (20 points)
- Communication with Parents and Students
- Attend any afterschool school event (ie. band/choir concerts, athletic events, Science Fair)

The superintendent, for merit determination, will consider other activities as well.

**Example:** 1,250 points earned divided into \$10,000 = \$8 per point

**Merit Pay Calendar:** July 1- to June 30-

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# LETTER OF AGREEMENT

This Letter of Agreement is entered into between the BOARD OF EDUCATION of the SCHOOLCRAFT COMMUNITY SCHOOLS, the BOARD or (Employer) and the bargaining unit called the SCHOOLCRAFT EDUCATION ASSOCIATION, the (ASSOCIATION), to extend the 2015-18 Master Agreement until one of the provisions in Schedule A are not being met. It is the intent of both parties to work together in addressing the equity issues of Schedule B. A committee will be established with members from both groups to work on Schedule B. If an agreement is reached related to Schedule B we will enact the recommended changes the start of the next school year.


Signed by:

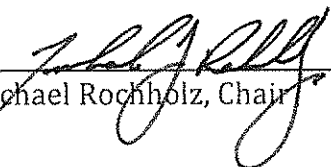
**SCHOOLCRAFT  
EDUCATION ASSOCIATION**

By   
Tracey Branch, SEA President

By   
Kristin Caroselli, SEA Chair

**SCHOOLCRAFT COMMUNITY  
SCHOOLS BOARD OF EDUCATION**

By   
D Arbra Fetzer, President

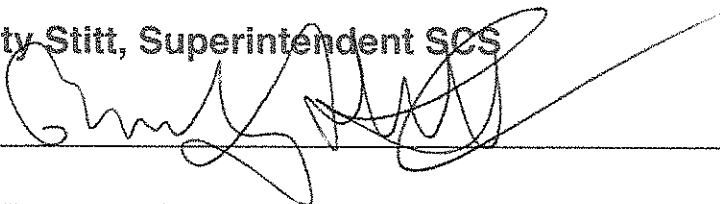
By   
Michael Rochholz, Chair



By request of the SEA pertaining to the purchasing of the new Science curriculum, this purchase has been delayed for one year. This delay will allow for the vetting of the best resources for the integration into our SCS curriculum. Per this request, the SEA recognizes that funds in the amount of \$100,000.00 will be held in the general fund balance for the 2018-2019 school year for the purpose of purchasing new science resources, and will not count towards the revenue sharing agreement per the SEA contracts.

Signed in agreement on 8-15, 2018

Dr. Rusty Stitt, Superintendent SCS

  
\_\_\_\_\_, 2018

Tracey Branch, SEA President

  
\_\_\_\_\_, 2018

