

The following criteria must be met for a given teacher to be eligible for reimbursement:

- A. Teacher must be on the MA +30 lane of the salary schedule.
- B. Prior approval of the course must be given by the Superintendent.
- C. After this approval has been given, monies will be reserved for individual teachers up to the \$5,000 total maximum available. The application window for course reimbursement will be from May 1st through May 14th by 4:00 p.m. (Should May 14th fall on a weekend the deadline will be 4:00 p.m. on the first work day following May 14th.)
- D. Monies will be paid upon presentation of a RECEIPT and official verification indicating a passing grade in the course.

Section 7.10 - Teachers who consent to substitute during the day shall be compensated, at their option, in one of the following ways:

A. Planning Period

- 1. Teachers shall be reimbursed at \$15.00/ A.2 credit (or),
- 2. Teachers shall accrue one (1) additional personal day at the rate of six (6) substitute A.2 credits. Teachers will earn A.2 credits for substituting at a rate of 1.5 per block at the high school, 1.2 per block at Englishville, and 1 per class period at the middle school and elementary schools. Should daily schedules change A.2 credits will be adjusted accordingly. No time restrictions shall be placed upon teachers in their accumulation of said assignments necessary to qualify for the personal day.

Any personal day accrued under this Section shall be subject to the same usage requirements as outlined in article 12.4, except that it will not be chargeable against sick leave. Further, personal days accrued under this Section shall be limited in number to four (4) per participating teacher at a given time. In addition, the days may not be used during the first or last full week of school.

B. Team Member

If a team member substitutes for another team member during a teaming hour, due to unusual circumstances, as asked by the administration, he/she shall be compensated at the hourly rate of \$15.00 or one (1) hour compensation time, accumulating to a maximum of four (4) days per year. The remaining time shall be paid at an hourly rate of \$15.00.

Section 7.11 - Detention supervision (if an Association teacher) shall be paid at an hourly rate of \$15.00 and Homebound teacher (not to include KISD personnel hired to perform this function): \$18.00 per hour.

Section 7.12 - Retirement Incentive (RI)

- A. Any teacher in the Sparta Area Schools may choose retirement subject to the following qualifications:

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school and elementary schools. Should daily schedules change A2 credits will be adjusted accordingly. No time restrictions shall be placed upon teachers in their accumulation of said assignments necessary to qualify for the personal day.

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Section 7.12 - Retirement Incentive (RI)

A.

Any teacher in the Sparta Area Schools may choose retirement subject to the following qualifications:

11

1. Must meet the requirements for regular retirement under MPSERS, MIP 01' BASIC. "Years of Eligibility" in the schedule of this section refers to years that the teacher is eligible for regular retirement benefits under MPSERS.

2. Must have 15 years 01' more full time service in the Sparta Area Schools.

3. Cannot be on social security, long term disability, or Worker's compensation at the time retirement is chosen, unless this restriction is waived by the Board.

B. Notification for retirement and a written resignation must be filed with the Superintendent's Office before April 1 each year for retirement effective June 30 of that year unless the April 1 restriction is waived by the Board.

C. Should the RI plan ever be revised or modified, those who have already elected a particular option shall be carried uninterrupted to the conclusion of their option choice.

D. The Board shall pay the teacher the designated amounts due according to the following -schedule on September 15 or January 5 of each year commencing with the first year of

eligibility for regular MPSERS benefits as of June 30 of the year elected for retirement.

Year of Eligibility Percent

1st 80% 2nd 70% 3rd 60% 4th 40% 6th 7th 8th 10%

1. The Board will pay the teacher an amount equivalent to the percentage scale above, based on the teacher's salary (excluding any extra-duty compensation) for the year which he/ she elects retirement.

2. Teacher's will receive this amount in equal installments over 3, 4, 5 or 6 years on September 15 or January 5 Other be pre-approved by the Superintendent.

3. In the event of the retiree's death, any balance not yet paid is to be paid to the employee's beneficiary or estate.

Should these retirement benefits be found to be illegal during the life of this agreement, by a court or administrative body having jurisdiction, this retirement provision shall be canceled. Existing retirees shall be covered by these provisions to the extent permitted by law.

Section 7.13 - Supplementary summer work by teachers will earn them compensatory days or per diem pay as approved by the Superintendent.

Section 7.14 - Professional Development, Curriculum Improvement, and conference attendance outside the regularly contracted hours will be compensated at \$50.00 per day.

ARTICLE VIII Teaching Loads, Hours, and Assignments

Section 8.1 - Each teacher in a departmentalized program shall be provided with one (1) full period during his/her working day which is to be used for preparation, conference, and evaluation. An equivalent amount of time will be provided each teacher in nondepartmentalized programs during his/her working day for preparation, planning, and evaluation.

§ 11-111.111 - After hour staff meetings should be limited to no more than three (3) per month and no more than one and a quarter (1.25) hours in duration. One (1) of the three (3) meetings will be designated as a “protected” staff meeting. The “protected” staff meeting agenda will be mutually agreed upon by the Building School Improvement Team and the building administration. The remaining staff meetings’ agendas will be determined cooperatively by grade/content/departments and the building administration.

Section 8.2.A - For the purposes of improving student performance and maximizing instruction, Sparta High School will for the 2011-2012 school year:

- A. Institute a four-block school day within the existing time constraints as stated in Article VIII Section 2 of the Master Agreement.
- B. Teachers will teach a of three block classes per day.
- C. Lunch will be a duty-free period.
- D. One block class will consist of a planning period as described in Article VIII Section 1 of the Master Agreement.
- E. Minimum high school staffing numbers will be maintained for implementation and continuation of the four-block day.

Section 8.2.B - For the purpose of improving student performance and maximizing instruction, the middle school will for the 2011-2012 school year:

- A. Institute the team-teaching philosophy within the existing time constraints as stated in Article VII, Section 2 of the Master Agreement.
- B. Teachers will teach a maximum of five (5) class periods per day and be responsible for one (1) period of team planning within the daily structure.

C. One period will consist of a duty—free lunch period for teachers.

D. One period will consist of a planning period as described in Article VIII, Section 1 of the Master Agreement.

E. Minimum middle school staffing numbers will be maintained for implementation and continuation of the team teaching philosophy.

F. In general education core classes, grade level teams will maintain similar student/teacher ratios.

Section 8.2.C. - The elementary schools Ridgeview and Appleview will:

A. Every effort will be made to maintain art, music and physical education in order to provide teachers with preparation, conference, and evaluation time. Preparation, conference and evaluation time will be equitable for all teachers. In the event a teacher substitutes for art, music, or physical education during their scheduled planning time, they will be compensated in accordance with Article VII, Section 7.10.

2012-2013: Implement revised language for Section 8.1 as follows:

Each teacher K-12 shall be provided with a minimum of 45 minutes per day to be used for preparation, conference, and evaluation. The average will be calculated on a weekly basis of five work days for a total of 225 minutes. Part time teachers would have this total time prorated per their FTE. The Building School Improvement (BSI) Teams, as a part of the school improvement process, will have input on the schedules at each of their buildings.

Section 8.2.D. - Should the district finances dictate a need to reduce staff and/or programs, the Association and the Board agree to negotiate changes to Section 8.2.A, Section 8.2.13, and Section 8.2.C. Potential schedule changes at all levels will be based on the academic needs of students K-12 in relation to available

funding.

Section 8.3 - The setting of the daily teaching schedule and the teachers' work days is the responsibility of the Administration. Released time may be made available during the working day by the Administration for faculty meetings, division, and departmental meetings. All teachers are free to leave Friday and days preceding holidays five minutes after students are dismissed.' ~

Section 8.3.A - The daily teaching schedule shall satisfy the minimum state mandated hours.

Section 8.4 - All teachers shall receive a duty-free lunch period of forty-five (45) minutes. As compensation for a reduced lunch period, due to a mutually agreed change in daily schedule, teachers shall receive an equal

number of minutes deducted from the beginning and/or end of the Workday.

Section 8.5 - Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

Section 8.6 - Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

Section 8.7 - NO teacher shall be required to engage in fund raising activities.

Section 8.8 - Provisions for parent-teacher conferences in the elementary, middle school, and the high schools will be included in each of the building calendars.

ARTICLE IX Teaching Conditions

Section 9.1 - Class size — The Board of Education boundaries of the school district. The student-teacher ratio is an important aspect of an educational program. The number of students a teacher is required to instruct has a direct bearing upon the amount of work required that the size of the individual classes shall be given

of the individual teacher. Therefore, the Parties agree

has the statutory duty to educate all children within the mer ratio is an important aspect of an educational program. The number of students a teacher is required to instruct has a direct bearing upon the amount of work required that the size of the individual classes shall be given

of the individual teacher. Therefore, careful consideration and that small class size in early elementary grades (K-2) and in remedial classes is desirable. Therefore, the following class sizes have been agreed upon.

DESIRED Class Size Maximums

ELEMENTARY SCHOOL

Young Five's - 15 Kindergarten - 22 Trans. 1st-15 1-22 2-24

3-24 4-25 5-25

Art - 28 Music - 28 P.E.

MIDDLE SCHOOL

6, '7, and 8 all classes - 26

except, P.E. — 32. P.E./Health - 23

Computers - 26 Instrumental/Vocal Music Designated Remedial Classes - 20

HIGH SCHOOL

All Classes - 26

except, P.E. - 32 P.E./Health - 28 Life skills - 24

Yearbook - 24

Computers - 26 Instrumental/Vocal Music Designated Remedial Classes - 20

ENGLISHVILLE

All Classes - 20

P.E. - 32

At no time shall a class exceed the reasonable physical

conditions available and equipped for students.

16

CONTRACT Limit

26

27

28 30 34 34

28

35

32

28, or equal to number of computers in room Unlimited

22

28

33 32 28 28

28, or equal to the number of computers in room Unlimited

22

22 34

al limits of the classroom, lab facility, 01' number of Work

Section 9.2 — Excess numbers (above the Contract Limits) will be paid per child x membership days as follows:

Kindergarten \$1 .50

Elementary Grades 1 - 5 \$3.00

Secondary Grades 6 - 12 \$.85

Music and physical education limits apply throughout K-12. It is understood that October 1 of each school year will be the starting date for calculating excess costs. Any student enrolled as of October 1 will be retroactively calculated to date of entry.

To count as an overload, a student must be in attendance three days prior to being retroactively counted as an overload (back to the first day of the student's enrollment.)

Section 9.3 - The Board recognizes that appropriate tests, library reference facilities, maps and globes, laboratory equipment, audio visual, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are necessary for teaching.

Section 9.4 - The Board shall make available to each school, when and where possible, adequate lunchroom, rest room and lavatory facilities exclusively for teacher use.

Section 9.5 - Telephone facilities for local calls shall be made available to teachers for their use at locations approved by and under regulations established by the Administration. Long distance calls must be approved by an administrator or a designated person and recorded in writing.

Section 9.6 - Vending machines for beverages shall be installed at the request of the members of the Association. The cost and proceeds shall be the responsibility of the group using the machine.

Section 9.7 - Adequate parking facilities, where possible, shall be made available to teachers for their exclusive use.

Section 9.8 - When emergency conditions necessitate the cancellation of school, information of such closing will be broadcast on Grand Rapids radio stations and teachers need not report. In the event emergency conditions force the cancellation of schools on a semester ending exam day, in which a 1/2 student day and full staff records day is canceled, the schedule will be instituted on the next day school is in session unless otherwise agreed to by the Administration and SEA.

Section 9.9 - Inclusion of special education students into regular education classrooms is part of the Least Restrictive Environment Philosophy. Sparta Area Schools supports this philosophy and will promulgate a group of procedures to delineate the teachers rights and responsibilities in regard to these least restrictive placements.

ARTICLE X

Vacancies - Promotions - Transfer

Section 10.1 - Vacancies occurring within the bargaining unit as described in the recognition provision, including newly created positions, shall be posted on a designated bulletin board in each building along with a copy of such posting to the Sparta Education Association President. Prior to being filled, positions, as above described, will be posted at least five (5) work days during the school year and fourteen (14) calendar days during the summer through July 31. During the month of August, vacancies will be posted for seven (7) calendar days.

Section 10.1.A - A vacancy shall be defined for purposes of this Agreement as a position presently unfilled, one currently filled but which will be open in the future, or a new position that is currently not in existence.

Section 10.1.B - To insure adequate notification of posted vacancies during the summer, the Board will inform teachers of the following procedure at the last required meeting of each school year:

1. Teachers interested in applying for vacancies and/or transfers shall express their desire on their intent forms. Intent forms are used for the specific purpose of planning future staffing and are not considered applications for transfers or vacancies. Teachers may call the personnel office for information on postings.

2. Teachers who officially apply for posted vacancies will be contacted in a timely manner by phone, e-mail, and/or class mail.

3. It is the responsibility of all interested teachers to supply the personnel office with current addresses and phone numbers for contact.

Section 10.1.C - Interested teachers may apply for such positions by submitting a written application to the Personnel Office. Teachers who have filed an application shall be reviewed along with outside applicants. Said positions will be filled on the basis of the experience, competency, and qualifications of the applicant. When experience, competency, and qualifications are substantially equal, the applicant with greater seniority shall be given preference.

Section 10.2 Requests by a teacher for a transfer to a different building or position may be made at any time. Such requests shall be made in Writing to the Personnel Office with a copy to the Sparta Education Association President. The application shall set forth the school, grade or position sought, and applicant's qualifications. Applicants must contact the Personnel Office during the last month of each semester to update their request. The record of transfer, the transfer request, and all evaluative data pertaining thereto shall be made a part of the teacher's personnel file. NO teacher will be discriminated against because of a request to transfer.

Section 10.2.A - Receipt of all applications shall be acknowledged by the Personnel within five (5) Working days.

Section 10.2.B - Since transfers of teachers from one school to another can be disruptive to the educational process and may interfere with optimal teacher performance, the Board agrees that

unrequested transfers are to be minimized. Prior to the effectuation of an involuntary transfer, the Superintendent or designee shall provide the affected teacher with the reason or reasons for the transfer.

Section 10.3 - Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to resume such rights as he/she may have had under this Agreement as a teacher prior to such transfer. Time served in a supervisory or executive position shall be credited as time taught for placement on the salary schedule.

Section 10.4 - Job sharing is defined as a teacher initiated employment arrangement where two (2) teachers, through a job share proposal, have agreed to share one (1) time position in a manner which meets the educational objectives of the school and the district and has the approval of the principal and the Superintendent or designate.

Section 10.4.A - Any employee interested in establishing a job sharing arrangement shall make written application to the building principal and the Superintendent or designate. In each instance of job sharing, the employees involved will be advised of the terms of the arrangement and of the terms of recall and termination of such an arrangement. All job shares will be reviewed by the administration on an annual basis. Should the review determine that the job share is not meeting the educational objectives of the school or district, a plan of improvement will be initiated. If the goals established in the plan for improvement are not met by the end of the next school year, administration reserves the right to either continue the plan for another year or recommend termination of the job share. In the event that one or both of the employee's contract(s) is nonrenewed, the job share will be terminated consistent with Section 10.4.5.

Proposals for a job share position may be made only by currently employed teachers. Upon the Superintendent's approval, a written proposal regarding hours of Work, job duties, in-service, conferences, and division of responsibilities shall be created for Board approval.

Section 10.4.B - No job sharing shall be permitted if the arrangement will in any way adversely affect the seniority, layoff or recall rights of another bargaining unit member, including those on layoff. In such situations, the adversely affected teacher(s) and the Association may, in writing, elect to waive his or her seniority rights for that specific situation. Failure of said teacher(s) or the Association to Waive such rights, shall nullify the proposed job share and shall in no way result in adverse effects upon the refusing teacher.

The fraction of a teacher's job share shall not be reduced unless otherwise agreed to by the teacher. In the event that the needs of the school require a reduction in the fraction of that assignment, the teacher will be reassigned pursuant to Article XI of this Agreement.

Teachers should enter into a job sharing assignment for the complete school year.

Section 10.4.C Compensation shall be covered by Article VII, Section 7.1C of this agreement.

Section 10.4.D - Seniority shall be covered by Article XI, Section 11.1C of this agreement.

Section 10.4.E - Teachers wishing to terminate job sharing shall do so only at the end of the school year and if a position is available.

When the job sharing arrangement is terminated, the partner who formerly held the position retains the same. If neither partner held the position, both will be reassigned pursuant to Article XI of this Agreement.

A teacher who is unable to continue to the end of the school year for medical reasons or a leave of absence, the following procedure shall apply:

Remaining job share teacher may choose to go time;

An internal job posting shall be done; H

An external job posting shall be done; or

Remaining teacher shall be assigned to full time with a minimum of ten (10) working days notice.

ARTICLE XI Seniority of Personnel

Reduction and Recall

Section 11.1 - No later than sixty (60) days following the ratification of this Agreement, and by every September 30th thereafter, the Board shall prepare a seniority list. Seniority shall be defined as the length of unbroken service since the initial date of hire as a teacher employee of the Sparta Area Schools. Seniority is accrued only as a member of the bargaining unit as described in the recognition provision. All teachers shall be ranked on the list in order of their effective date of hire. Wherever documentation is possible. In , 7 - - ----n-, ---.. If-I circumstances of more than one (1) individual having the same effective date of employment, all individuals so affected, will participate in a drawing to determine placement on the seniority list. The Sparta Education Association and teachers so affected will be notified, in writing, of the date, place, and time of drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and the SEA representatives to be in attendance.

Section 11.1.A - The seniority list shall be published and posted in all buildings of the district by October 15th of each school year. Any revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the SEA President and posted in each building by the administration.

Section 11.1.13 - All seniority is lost when employment is severed from Sparta Area Schools by resignation, retirement, or discharge; however, seniority is retained if severance of employment is due to a layoff.

Section 11.1.C - A part-time teacher shall be granted seniority on a prorata basis according to the daily load of the building in which they teach.

Section 11.1.D - A teacher on leave of absence shall neither lose nor accumulate seniority While on such leave.

Section 11.1.E - Seniority shall be determined by the length of continuous teacher service K-12, the date of hire or a date established by procedure in Section 11.1.

Section 11.2 - Layoff shall be defined as a necessary reduction in the Work force due to decreased student enrollment, shortage of revenue requiring revision of the curriculum, exclusive of resignation, retirement or death. In the event of a need to lay off teaching staff due to decreased student enrollment or a revenue shortage, the Board will have the right to lay off individual teaching staff members by Written notice at least sixty (60) calendar days prior to the end of either semester. Should layoff occur, the Board will honor seniority for job retention to the extent allowed by law. Preference to remain in the current assignment also will be honored to the extent that said preference does not cause the layoff of another teacher whose only 1

. W"; recourse for continued employment is to occupy an assignment held by a teacher with higher seniority. If this situation occurs,

the higher seniority teacher may be assigned to another position for which he/she is certified and qualified. If programs are restored, the teacher forced to vacate his/her assignment shall have the option of returning to that assignment.