



2017 - 2020

AGREEMENT

between

**ST. CHARLES EDUCATION ASSOCIATION
(STCEA) MEA/NEA**

and

**ST. CHARLES COMMUNITY SCHOOLS
ST. CHARLES, MICHIGAN**

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AGREEMENT

This Agreement entered into this 24th day of May, 2017, by and between the St. Charles Community Schools of St. Charles, Michigan, hereinafter called the "Board" and the St. Charles Education Association, MEA, NEA, hereinafter called the "Association".

WITNESSETH

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

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

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

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

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for all certified professional teaching personnel regularly employed by the Board of Education including classroom teachers, counselors, home-school agency coordinators, alternative education teachers, and EI teachers; but excluding supervisory and executive personnel, athletic director, community education teachers, per diem appointments, substitute teachers, and all other employees of the Board. A long term substitute teacher who has been employed in one teaching assignment for 120 days or more during a school year will be included in the bargaining unit for the duration of that assignment only. The term 'teacher', when used hereinafter in this Agreement, shall refer to all employees of the Board represented by the Association in the bargaining unit as above defined and referenced by the Association in the bargaining unit as above defined, and reference to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. The Association agrees not to negotiate with anyone other than the Board or its designated representatives for the duration of this agreement.
- D. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Association further agrees to indemnify the Board of any costs, damages or financial obligation of any kind which may be assessed against the Board as the result of said suit or action including the cost of unemployment compensation.
 - 1. The Board agrees to give notice of action brought against the Board regarding this Article.
 - 2. The Board will assist the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- E. Upon written authorization from the teacher, the Board will make payroll deductions for credit union, United Way and Board approved annuities.

ARTICLE II - TEACHERS' RIGHTS

- A. The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation in respect to hours, wages and terms or conditions of employment. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by laws of the State of Michigan or the Constitution of Michigan and the United States, that it will not discriminate against any teacher with respect to hours, wages or terms and conditions of employment by reason of his/her membership in the Association, his participation in any legal activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement. Any alleged violation of the provisions of this section shall not be processed as a grievance but may only be processed in the appropriate forum.
- B. The Board agrees to allow the Association, in response to reasonable requests from time to time, access to available information concerning the financial resources of the District, tentative budgetary requirements and allocations, and such other information which will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the teachers provided; however, the Board reserves the right to deny to the Association information deemed by the Board to be part of the confidential personnel file. The Board recognizes the mutual advantage of negotiating with employee representatives sufficiently informed for intelligent discussions, and the above restriction on access to information is in the spirit of protecting individual rights rather than hindering informed negotiations.
- C. Association representatives employed by the Board shall have the right to use school buildings at all reasonable hours for meetings, provided advance arrangements are made with the building administrator and such use falls within Board policy.
- D. Association representatives employed by the Board shall have the right to use copy machines providing advance arrangements are made with the building administrator. Costs of such copies shall be in accordance with Board policy.
- E. Each teacher shall have the right to review the contents of his/her personnel file pursuant to provisions of law. At the teacher's option, an Association representative may accompany the teacher during this review.
- F. No tenure teacher shall be discharged or reduced in rank or compensation with respect to regular teaching assignments reason which is not arbitrary and capricious.

ARTICLE III - BOARD RIGHTS

- A. The Association pledges its unique educational expertness to the function of informing and advising the Board as an adjunct to the Board's responsibility of adopting and executing policy.
- B. Rights not specifically delegated to teachers or specifically structured in this Agreement remain the jurisdiction of the Board.
- C. The Association agrees that its members shall comply promptly with all administrative requests of the Board relative to reports, records, record keeping and administrative regulations pertaining to the sound, efficient and effective management of the school plant and program.

ARTICLE IV - PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. At the time of initial employment in this School District, the Board reserves discretionary right to modify the amount of credit granted such prospective employee for experience outside this School District in

accordance with the evidence available to them regarding the caliber, stability and the appropriateness of such experience to the assignment for which they are being considered in this District. Such initially granted credit shall not be increased or reduced as a result of subsequent modification in the general salary schedule.

- C. Extended time programs may be established at the discretion of the Board and compensation provided for under Schedule A.
- D. Teachers involved in extra duty assignments as set forth in Schedule A which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement. These salary supplements shall apply only when such teacher is in the regular daily schedule.
- E. A teacher may elect once per year on the teacher's first working day any one of the following options for payment of his/her professional salary:
 - 1. Salary divided into twenty-six (26) pays, paid every two (2) weeks with the balance paid with the twenty-first (21st) pay.
 - 2. Salary divided into twenty-six (26) pays, paid every two (2) weeks with the balance throughout the summer.
 - 3. When a calendar year requires payroll adjustments to take place, salary will be divided into twenty-seven (27) pays and provide for a payoff in the first (1st) pay period after the conclusion of the school year.
- F. Classroom teachers, who are asked to teach up to a maximum of four (4) non-concurrent Independent Study students during their normal instructional schedule, will receive \$250 per nine week marking period (\$1,000 yearly). This compensation will be paid as additional salary at the end of each semester much as are schedule B payments for coaches and extra duty assignments. Non-Concurrent Independent Study students are defined as any student who is not taking a sequential course aligned with the hourly course assignment (i.e., Drafting 1-2-3, Spanish 1-2-3, Psychology 1-2, Business, Computers, or any other non-core academic linear courses in the curriculum).

A teacher who is offered and accepts an assignment to teach a sixth period in lieu of a preparation period shall be paid an additional 1/5 of his/her salary.

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

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

- G. Teachers with under an average class size of 30 (5 classes at 30 = 10 students), may have virtual students added to their class list to meet highly qualified regulations. Additional compensation will be paid for virtual students which exceeds a class list of 30 students at a rate of \$50 per virtual student.
- H. A teacher placed in the Emotionally Impaired (EI) classroom will receive the same benefits under the agreement between the STCEA and St. Charles Community Schools. The EI teaching position is a St. Charles Community Schools teaching position entitled to all rights under the agreement mentioned above.
 - 1. The certification and qualifications for the EI position will be established by the Board of Education and must meet highly qualified status.
 - 2. The EI position will be assigned 7 hours and 45 minutes per day. This position requires the teacher to be in the self-contained EI classroom at all times including lunch.

3. A paraprofessional position will be assigned to the EI classroom during 100% of the student contact time (full day). This may be a split or full time paraprofessional position but the classroom must have coverage.
 4. EI teacher(s) in lieu of preparation period shall be paid an additional 1/5 of his/her salary.
 5. EI teacher(s) in lieu of duty free lunch shall be paid at ½ the hourly rate set in Schedule B, Section E.
- I. Salary schedule credit for part-time teachers shall accrue at the same rate as for full-time teachers.
- J. Salary Schedule Advancement:
1. New Teachers: Teachers hired after the start of the school year will receive a full step if they teach at least ninety percent (90%) of the school year.
 2. Teachers hired after the start of the second semester will receive one-half (1/2) step if they teach at least ninety percent (90%) of the semester.
 3. Returning Teachers. Returning teachers receive a full year's credit unless they were on unpaid leave of absence of a semester or more. There will be no deduction of salary experience credit for unpaid leave for illness, worker's compensation, or study, providing the teacher worked during any part of the year.
 4. Payment for step advances on the salary schedule for new and returning teachers will be determined at the beginning of each school year.

ARTICLE V - PERIOD OF EMPLOYMENT

- A. The school year consisting of one hundred eighty (180) full days of instruction and one hundred eighty-six (186) teacher work days shall be within the authority of the Board to establish annually.
1. The Association shall be given an opportunity to present its recommendations concerning the in-service days to the superintendent prior to the establishment of such days by the Administration.
 2. There shall be one (1) day at the end of each semester for teachers for the purpose of marking cards and record keeping. All teachers shall be expected to complete the required reports and inventories prior to receiving final paychecks.
 3. School shall not be scheduled on any legal holiday, and in addition, the following recess periods shall be observed during the school year:
 - Labor Day recess
 - Thanksgiving recess
 - Christmas recess
 - Easter recess
 - Memorial Day
 4. One hundred eighty-six (186) days shall be used for the purpose of calculating additional pay or for deductions.
 5. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs, or health conditions as defined by the city, county or state health authorities, may be rescheduled at the discretion of the Board of Education to insure that the number of actual student instruction hours required in order for the district to receive full state aid are held. Teachers will receive their regular pay for days that are canceled but shall work on any rescheduled days with no additional compensation. Teachers shall not be required to work on days that are canceled. In no event shall the number of

actual instructional days be less than 180 unless otherwise determined by the Board of Education. Instructional hours shall not be less than 1,098.

6. The Board of Education shall not be required to cancel a 'work day' (i.e., a day when teachers report but students are not in session such as an end of semester grading day, a parent-teacher conference day, or an in-service day) or that portion of any day which is scheduled to be a partial 'work day' even though students do not report. However, the Board may do so in its discretion. The Board shall not be required to reschedule a 'work day' or a partial 'work day' that is canceled. If such a day is to be rescheduled, the Board will consult with the Association as to the scheduling of said day.
 7. Any decision to cancel and/or reschedule days shall not be grievable unless it results in a violation of this section.
 8. Total annual salary is based upon one hundred eighty-two days during the entire school year regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board. Teachers will be paid an additional per diem rate only for any days, which they are required to work as part of the regular school year beyond one hundred eighty-two.
 9. In the event a teacher receives unemployment compensation benefits (which as used herein also includes 'under employment benefits') during the school year (associated with his/her regular teaching assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the teacher works those instructional days at a later time, the teacher will have his/her pay adjusted, such that his/her unemployment compensation plus the salary paid to the teacher for the year will be equal to the annual salary he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons.
 10. Any days, which must be made up, will be scheduled on consecutive weekdays in June. The last teacher workday will be rescheduled after the last student day. Contractual make-up days for school closings due to inclement weather are to be added to the end of the calendar after thirty (30) hours or as determined by state law.
- B. The length of the school day for all teachers, exclusive of duties referred to in paragraphs 3, 4, and 5 below and exclusive of conferences with parents and IEPC meetings at which attendance may be required outside regular work hours, shall be established by the Board but shall not exceed 7 hours and 45 minutes including the lunch period. The actual times of the school day in the various buildings shall be established by the Board at its discretion. Ten (10) minutes of each day may be used for a wellness program if no other professional activities are planned. A guideline is attached at the end of the contract for reference. Principals will determine the specific start/stop times of each building.
1. a. All teachers shall be at their assigned places of duty at least fifteen (15) minutes before classes commence.
b. All teachers shall remain at their assigned place of duty at least twenty (20) minutes after students are dismissed at the end of the school day.
 2. Teachers may be required to devote up to two (2) clock hours twice monthly to in-service/professional development or staff-administrative meetings. Within the limits of practicality, such in-service, professional development or staff-administrative meetings shall be scheduled within the time blocks defined in "B" above. At the discretion of the principal this time may be spent working with children.
 3. Compensation for specific extra-duty assignments as provided for under the salary schedule (Schedule A) shall not be bound by the above general hour limitations.
 4. Teachers who supervise extra-duty responsibilities where admission is charged not specifically provided for in Schedule A, may be compensated at the rate of \$9.00 per activity.

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

| School Year | 2017-18 | 2018-19 | 2019-20 |
|----------------------------|---------|---------|---------|
| Total Days | 186 | 186 | 186 |
| Instructional Days | 180 | 180 | 180 |
| *Teacher Work Days | 3 | 3 | 3 |
| **Professional Development | 3 | 3 | 3 |

*Should staff meet requirements for the beginning and end of school year, teacher work days may be optional.

**Additional Professional Development time will be scheduled in monthly professional development meetings to meet Michigan requirements. Article V – Period of Employment, Section B, Clause

**ARTICLE VI
TEACHING LOADS AND ASSIGNMENTS**

- A. It is specifically understood that the School District is mandated to comply with the requirements of the Elementary and Secondary Education Act (ESEA).
- B. The Board shall assign teachers according to state and federal requirements when placing them in teaching positions.
- C. Secondary teachers, except for counselors, shall be scheduled for:

- 1. five (5) teaching periods (time may vary, if an advisory/media/activity is voted and approved),
- 2. one (1) preparation period, which shall be used in accordance with the procedure outlined in the Policy Handbook. The secondary preparation period will be at least fifty-two (52) minutes in length. Counselors and librarians will not receive a preparation period and shall work at least the same length of day as classroom teachers. Elementary teachers shall receive a minimum of 200 minutes which consist of at least 30-minute periods for the purpose of preparation, which shall be used in accordance with the procedure outlined in the policy handbook.

Secondary teachers may also be scheduled for:

- 3. one (1) advisory/media/activity period with an approval of 75% of building staff members; if there is no advisory/media/activity period, it is understood that the time allotted will return to the teaching periods mentioned above.
- D. Teachers who will be affected by a change in grade assignments in the elementary school grades and changes in subject assignments in the secondary school grades will be notified in writing by Principals as soon as practical and prior to July 1. If circumstances necessitate a modification of teaching assignment subsequent to the above date, every reasonable effort will be made to limit them to changes, which are mutually acceptable to the teacher. If necessity dictates a change in assignment after July 1, which is not voluntarily consented to by the teachers, such shift shall not be to an assignment outside the K-3, 4-6 grade span preference; nor in the case of a secondary teacher to a subject area in which he/she fails to meet NCLB federal requirements.
- E. Teachers who consent to serve as a supervising teacher for college intern students shall be compensated in an amount equal to that provided by the college for this purpose.
- F. Preferences for regular teaching assignments or extra-duty assignments may be indicated on the letter of intent slips by the teacher and their choices will be considered by the administration in making such assignments.

- G. Every effort shall be made to provide a full schedule for returning teachers before new personnel are assigned, providing that the returning teacher is certified and qualified according to the NCLB federal requirements.
- H. Every effort shall be made to provide a newly probationary teacher with a mentor who is a tenured teacher within the same building, department or grade level.

ARTICLE VII – TEACHING CONDITIONS

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is basic to providing the high quality of education desired by the community. Both the Association and the Board acknowledge the particular responsibilities each share in fostering public understanding and support for adequate school facilities and equipment. It is also acknowledged that the primary duty and responsibility of the teachers is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.
- B. Recognizing the importance of maintaining reasonable pupil-educator ratios to providing quality education, the parties agree that every reasonable effort will be made to comply with generally accepted standards of adequate staffing, both in general and special education programs.
- C. Teachers shall not be required to supervise children at the elementary schools during their thirty-five (35) continuous minute duty-free lunch period. Secondary teachers will have a duty free lunch as determined by the Administration of not less than twenty-five (25) minutes. Elementary teachers, grades 1-5, will be scheduled for daily duty-free recess.
- D. Teachers shall be expected to report on each scheduled workday as provided in Article V, Period of Employment, unless otherwise notified by the appropriate administrator. However, teachers shall not be required to report on days which are canceled because of conditions not within the control of school authorities as provided in Article V, Section A (5).
- E. INTERACTIVE TELEVISION:
 - 1. The parties agree that a teaching assignment through the medium of interactive television will be on a voluntary basis. If no one volunteers or the administration does not approve the volunteer, the administration reserves the right to assign who they feel is most qualified.
 - 2. It is agreed that two-way interactive television may be an alternative to be used for the instruction of students in the St. Charles Community Schools. Teachers are encouraged to develop classes for use in the system.
 - 3. Teachers will be provided with appropriate training to operate the equipment.
 - 4. A stipend from Schedule B will be assigned to any teacher providing instruction over ITV.
- F. SCHOOL IMPROVEMENT PLANS:
 - 1. The provisions contained in this section shall apply to all school improvement plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919B) MSA.
 - 2. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

ARTICLE VIII - VACANCIES, PROMOTIONS & TRANSFERS

- A. Whenever a vacancy in a professional position occurs in the District, the Board will welcome applications from current members of the school staff. A teacher who desires a transfer must notify the Superintendent in writing by April 1 of each year. The Board supports promotions to supervisory and executive levels from within, however, any preferential consideration for internal applicants shall be subordinate to other relevant factors such as professional backgrounds, experience, attainments and judged potential of the candidates to contribute to improvement in the quality of the educational program of the school.
- B. Staff shall be notified of initial vacancy openings occurring between November 15 and July 15 by email for a period of two (2) weeks prior to filling of such vacancy; in the event of advance notice of the impending vacancy at least one (1) month prior to its occurrence. In the event one (1) month's notice is not given, posting for a period of five (5) calendar days shall be sufficient. Any present staff member interested in being transferred to such vacancy must submit a letter of request for consideration to the Superintendent prior to the expiration of the posting period. With respect to any position which becomes open, either permanently or temporarily, during the school year, the Administration shall have the right to fill that position with a substitute teacher on a temporary basis until the end of the school year at which time the position would be posted if it is a permanent vacancy. For positions becoming open after the last day of school and before the first day of school, posting notification will be made on the St. Charles Community Schools' website.
- C. In the interest of morale of individual teachers, the preference of the teacher will be given due consideration in the matter of school assignment or transfer or assignment from school to school.
- D. In the event a transfer of a teacher appears to be necessary, due consideration will be given to such teacher's preference of available positions in the school at which he is being assigned. If a teacher is not granted a transfer to a vacant position, an explanation shall be provided by the administrator, if the teacher submits a written request within ten (10) calendar days of the filling of said vacancy.
- E. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE IX – TEACHER EVALUATION

- A. Teacher evaluations shall be conducted subject to provisions of current law. See appendix for links to current Michigan laws affecting Teacher Evaluation.
- B. The board agrees to inservice teachers at the beginning of the school year on the evaluation tool, procedure, schedule and expectations which will be used for teacher evaluations.
- C. The board or its designee shall implement a Merit Pay system which adheres to the State of Michigan's guidelines for teacher merit pay.

ARTICLE X – LAYOFF & RECALL

- A. The Board of Education retains the right to determine the school program and the necessity for the layoff and recall of teachers subject to the provisions of current law. See appendix for links to current Michigan laws affecting Teacher Layoff & Recall.
- B. Qualifications: For the purposes of this Agreement, 'certified' shall be defined by the Department of Education; and 'qualified' shall be determined by meeting the NCLB federal requirements and as follows, except for one (1) period per day, which may be assigned by the Administration without compliance with these requirements.

- C. Teachers returning from any leave of absence shall be considered for a position in accordance with the provisions of this Article.
- D. Recall shall be in inverse order of the layoff procedure based upon certification and/or highly qualified status.
- E. Notice of recall from layoff shall be sent to the employee's last known address by registered or certified mail. It shall be the responsibility of the employee to notify the Board of his/her intent to return on the date specified in the notice.
- F. Employees who are notified by certified mail of recall and fail to respond within ten (10) days or who fail to report for teaching duties by the date specified in the notice, shall be considered resigned, unless granted a time extension by the Board. (Days shall be defined as postal days.) It is the employee's responsibility to keep her/his address with the School District current.
- G. Teachers shall inform the superintendent in writing of any contemplated changes in certification or qualifications by May 1 of each year. Changes in a teacher's certification or qualifications by August 20 of any year, shall entitle the teacher to be assigned to a position for which the teacher is newly certified and qualified according to NCLB federal requirements on the basis of tenure and seniority prior to the start of that year but not during the school year unless there is a vacancy. Changes in a teacher's certification or qualifications according to NCLB federal requirements after August 20 shall not entitle the teacher to be assigned to a position for which the teacher is newly certified or qualified unless there is a vacancy.
- H. A teacher who is laid off and who is paid unemployment compensation benefits (associated with his regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teaching position by the fourth Friday of the next school year will be paid according to an annual salary rate, such that her/his unemployment compensation plus that annual salary rate will be equal to the rate or salary he/she would have earned for the school year had he/she not been laid off.

ARTICLE XI – LEAVE PAY

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

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| <p>PTO (Paid Time Off) Defined</p> <ul style="list-style-type: none"> a. Employees do not have to request approval for PTO, for a one time annual request, up to four (4) consecutive days of absence, unless the days of absence are connected to a scheduled school vacation (ARTICLE XII - LEAVES OF ABSENCE; E) If the four (4) consecutive days are connected to scheduled school vacation, then the fifteen percent (15%) of the building staff rule is in effect and would require administrator approval. b. Employees in need of more than four (4) consecutive days of absence must notify their administrator for approval, unless the reason for the request qualifies as family leave (See Family Leave Section). Requests for "extended" PTO time should be for major events that are a one-time request. c. Requests for unpaid leaves of absence must be approved by the building administrator. |
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B. If a teacher retires from the St. Charles Community Schools under the provisions of the Michigan Public Schools Retirement Program, and provides advance notice of such retirement to the District as set forth below, he/she shall receive:

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

Payment for unused PTO days will be made on the first payroll after July 1st following retirement.

C. 1. Sick Bank

At the beginning of the first year of this Agreement, all bargaining unit members who wish to participate in a sick bank will donate one (1) of the thirteen PTO days allocated to them in Section A. to a Sick Leave Bank. The Association will establish the guidelines for the use and the allocation of these days. These days may be used by teachers who have exhausted their cumulative PTO due to illness based on the guidelines as developed by the Association.

The Association agrees to notify the business office immediately upon the allocation of days to an individual, informing the office of the number of days allocated to the teacher.

- a. A committee will be developed for oversight of the sick bank and sick leave requests which shall include association representatives and the superintendent or designee.
 - b. Elective procedures shall not be eligible for sick bank days.
2. In the case of extreme and unusual illness, The Association Committee would have the authority to approve a separate sick leave bank subject to the following:
- a. Such days are accrued by voluntary donations of sick leave days from individual teachers.
 - b. The payment of donated days shall be at the LTD rate.
 - c. The payment will terminate at the point the involved teacher is eligible for long-term disability, worker's compensation or any other payments from any source, except personally paid insurance.

ARTICLE XII - LEAVES OF ABSENCE

- A. Any teacher whose personal illness or disability extends beyond the period compensated under Article XI shall be granted a leave of absence without pay for such time as is necessary for complete recovery from

such illness or disability. Upon return from leave, a teacher shall be assigned to the same position if available or to a substantially equivalent position.

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

1. Bereavement Leave

- a. A maximum of three (3) days which shall not be charged against an employee's PTO allowance may be granted upon the death of a member of an employee's immediate family. (Immediate family for the purposes of this Section shall be defined as employee's mother, father, husband, wife, child or any relative who is a permanent resident of the employee's home.)
- b. Death in the immediate family. A maximum of five (5) days of PTO leave will be allowed an employee in the event of a death in the immediate family. (Immediate family for the purposes of these policies shall be defined as mother, father, husband, wife, child, step-child, spouse of child, sister, brother, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandparent, grandparent-in-law and grandchild, or any other relative who is a permanent resident in the employee's home.)
- c. A maximum of two (2) PTO days per death of a friend or relative not mentioned in b. above will be allowed. Additional days can be given at the discretion of the Superintendent.

2. Emergency Leave

- a. A maximum of five (5) days which shall not be charged against an employee's PTO allowance, may be granted at the discretion of the Superintendent whose judgment shall not be challenged under the provisions of the Grievance Procedure for an emergency created by a catastrophe such as a fire, flood or tornado which causes extensive damage to the person or property of an employee or his immediate family. (Immediate family for the purpose of this Section shall be defined as employee's mother, father, husband, wife, child or any relative who is permanent resident of the employee's home.)
- b. A maximum of three (3) days which shall not be charged against an employee's PTO allowance may be granted upon the death of a member of an employee's immediate family. (Immediate family for the purposes of this Section shall be defined as employee's mother, father, husband, wife, child or any relative who is a permanent resident of the employee's home.)

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

4. Court

- a. Leave of absence with pay, not charged against the teacher's PTO leave allowance, will be granted for court appearances as a witness in any case in which the teacher's connection with the case stems from his/her employment as a teacher, provided that the legal action is not instigated by or on behalf of himself/herself or by the Association against the district.
- b. Employees summoned for jury duty shall be paid at their regular rate with no deduction of leave time. The employee shall reimburse the district any wages paid by the court. Travel and expenses paid by the court shall not be reimbursed.

- C. The following Leaves of absences will be chargeable against the teacher's thirteen (13) day allowance shall be granted for the following reasons:
 1. Personal illness of the employee.
 2. Illness of a family member.
 3. Personal or Business Leave of Employee.
- D. Five (5) days notification must be given to the employee's building principal, except in the case of illness or emergency.
- E. Not more than 15% of the employees will be excused from a building the day preceding or following a holiday without the written permission of the building principal.
- F. Upon the death of an employee the unused portion of her/his accrued paid time off shall be paid to his estate.
- G. An employee's accrued paid time off shall be computed at the beginning of the school year. Such computation shall include full leave entitlement for the current year and excess of the allowed maximum shall be credited as per Article XI, C. If any employee works less than a full year, her/his paid time off shall be computed on the basis of one (1) day per month worked for the months September through June.
- H. All teaching personnel under contract shall be entitled to all accrued paid time off on the first official day of school even though they may be unable to report for duty on that day, provided, however, that they do actively work during the school year. The first official day of school shall mean the first day for which salary is paid. The employee shall receive his/her pay currently along with all other teachers.
- I. Chargeable days with Paid Time Off
 1. Paid Time Off shall not be charged against a teacher's allowance for holidays established in the school year calendar even though the teacher may be absent for the illness both the day before and the day after such holiday.
 2. Teachers who are absent will only be charged for leave days of any kind on those scheduled and/or rescheduled days when teachers are required to report.
- J. Any employee who willfully misrepresents the facts pertaining to an absence for the purpose of qualifying for benefits under the leave provisions of this Article shall forfeit all benefits or rights he/she may have accrued under the provisions of this Article. If such offense is repeated, it may constitute grounds for dismissal.
- K. Upon application, leaves of absence without pay may be granted to teachers to engage in advance study, research, travel or other activity deemed by the Board to enhance the value of the teacher to the School System. Such leave of absence may, by a stipulation of the Board and approval of the Association, carry with it salary increment credit and earned accrued PTO allowance for the period leave.
- L. Military leaves of absence shall be granted in accordance with applicable laws.
- M. The Board may grant a leave of absence of up to one (1) school year without pay or fringe benefits to any teacher to campaign or serve in a public office.
- N. A leave of absence shall be granted upon the request of a teacher for up to one (1) school year without pay or fringe benefits for the purpose of childcare.
- O. Teachers on an approved leave of absence must notify the School District of their intent to return to employment with the District at least sixty (60) days prior to the expiration of their approved leave of absence, but in no event later than April 1. Upon return to duty in the District following an approved leave of absence, a teacher shall be assigned to the same position if available, or a substantially equivalent position as soon as one becomes available, in accordance with the provisions of Article X. This re-employment privilege shall

extend for not more than two (2) years following the date of termination of the leave of absence. A refusal of offered employment during this two (2) year period shall immediately end this privilege.

- P. Effective 1992-93; the Association shall be entitled to ten (10) days per year to be used by teachers who are officers or agents of the Association in accordance with the procedures of B.2. of this Article. The Association shall reimburse the School District the cost of the substitute teacher for each day used. No one person may take more than four (4) Association days.
- Q. The Board of Education may require a teacher to provide medical verification of the use of sick leave beyond five (5) consecutive days or where there is cause to suspect abuse. The Board may require medical verification of fitness to be actively working.
- R. A teacher who is absent from work because of an injury or disease compensable under the Michigan Worker's Compensation Law, will receive from the Board the difference between the way allowance paid by the workers' compensation insurance carrier under the Workers' Compensation Law and his/her regular salary on a prorated basis from his accumulated PTO leave for the duration of the illness that can be charged against accumulated PTO leave.

ARTICLE XIV PROCEDURES FOR HANDLING GRIEVANCES

- A. The primary purpose of the procedures set forth in this Section is to secure at the lowest level possible equitable solutions to any problems which might arise relative to the application or operation of this Agreement.
- B. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of these procedures. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration.
- C. A "grievance" as used herein is defined as a claim by a teacher alleging that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. The following matters shall not be the subject of any arbitration:
 - 1. The dismissal of, or failure to reemploy, a probationary teacher.
 - 2. The placing of a non-tenured teacher on a third year of probation.
 - 3. The determination not to appoint or re-appoint any employee to an extra duty assignment.
- D. Except as otherwise provided in this Agreement, the following grievance procedure affords the sole and exclusive remedy for complaints and grievances under this Agreement.
- E. Failure of an aggrieved party to appeal a decision at any level within the specified time limits herein shall be deemed evidence of acceptance of the decision reached at that level.
- F. The term "teacher" as used herein may include any individual or group of teachers who are certified and who are members of the bargaining unit.
- G. The term "days" when used in this Article shall mean working school days except in cases where a grievance in process may extend into the summer vacation period or arise during a summer vacation period. In such case, the term "days" shall then be construed as meaning week days exclusive of Saturdays, Sundays, and holidays.
- H. Procedure:
 - 1. A teacher with an alleged grievance or her/his Association representative shall first discuss the matter informally but fully and frankly with the building principal within ten (10) days of the occurrence of the alleged grievance.

2. If the matter cannot be satisfactorily clarified or resolved between the teacher and the principal within a period of five (5) days, the teacher shall submit the grievance in writing and may request the principal arrange for a conference on the issue. Such conference shall be held within ten (10) days after being requested. A representative member of the Association may be present at this conference upon the request of either the teacher or this Association. If the matter is not settled, the principal shall answer the grievance in writing within five (5) days of said conference.
 3. If the principal's decision is not acceptable, the grievance may be appealed to the superintendent and a conference requested within ten (10) days of the receipt of the principal's decision. Such conference shall be held within ten (10) days after being requested. A representative member of the Association may be present at this conference upon the request of either the teacher or the Association. If the matter is not settled, the Superintendent shall answer the grievance in writing within five (5) days of said conference.
 4. If a satisfactory solution cannot be reached at the superintendent level, the teacher, or the Association on behalf of the teacher may submit a written request to the Superintendent for a hearing before the Board of Education on the issue. This written request must be submitted within ten (10) days from the date of the conference with the Superintendent. Upon receipt of such written grievance, the Superintendent of Schools shall place the issue on the agenda of an official Board meeting scheduled within a period of thirty (30) days from the date of receipt of the written grievance. The party filing the grievance shall be given a written notice of the time and place of this meeting.
 5. The Board of Education shall grant an audience to all effected parties to such an issue and shall within fifteen (15) days from the date of such hearing render its judgment in the matter. Such judgment shall be made a matter of public record in the official minutes of the Board and be made known to all parties of the grievance.
 6. If the judgment rendered by the Board does not settle the grievance, it may be submitted to arbitration. The notice that the Association is submitting the grievance to arbitration must be sent to the American Arbitration Association and the Secretary of the Board of Education within twenty (20) days of the receipt of the Board's last answer. The American Arbitration Association's rules and regulations shall govern the arbitration proceeding.
- I. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority nor shall he consider it his function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decision, which in practical or actual effect modifies, revises, detracts from or adds to any of the terms of this Agreement. Past practices of the parties in interpreting or applying terms of this Agreement can be relevant evidence, but may not be used to justify or result in what is in effect a modification (whether by addition or deletion) of written terms of this Agreement. The arbitrator has no obligation or function to render a decision or not to render a decision merely because in his/her opinion such decision is fair or equitable or because in his/her opinion is unfair or inequitable.
 - J. If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability as the same are set forth in this Article, the arbitrator shall decide such issue before proceeding to hear the case upon the merits. If the arbitrator determines that such grievance fails to meet said test of arbitrability, she/he shall refer the case back to the parties without a recommendation on the merits.
 - K. Unless expressly agreed to by the parties in writing, the arbitrator is limited to hearing one grievance, including its arbitrability, at any one hearing.
 - L. The fees and expenses of the arbitrator shall be shared equally.

- M. It shall be the general practice of all parties of interest to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.
- N. The Association agrees that any teacher who has initiated action with the Tenure Commission shall have abandoned the grievance procedure in the Agreement.
- O. Failure to follow the above-prescribed course of action in seeking redress from a grievance or a complaint shall be construed as an act of insubordination detrimental to the orderly and sound operation of the School District.
- P. Exercise of the above defined grievance procedures shall not prejudice or threaten the employment security of any employee.

ARTICLE XV - REOPENING CLAUSE

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

**ARTICLE XVI
TEACHER PROTECTION & STUDENT DISCIPLINE**

A. Board Support of Teachers

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

B. Assault on a Teacher

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

C. Complaints/Suits Against a Teacher

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

D. Parent Complaints

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

E. Damage or Destruction of Property

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

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

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

ARTICLE XVII - NO STRIKE

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

ARTICLE XVIII - LEAST RESTRICTIVE ENVIRONMENT

Should the St. Charles Community Schools enter into a program of inclusive education, least restrictive environment and/or mainstreaming medically fragile students, a committee may be formed consisting of administrators, classroom teachers and special education teachers to advise the St. Charles Board of Education.

**ARTICLE XIX
FRINGE BENEFITS**

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

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

| | |
|----------------------|---|
| PREMIUM | Beginning January 1 st , 2012 and beyond 20% of their Healthcare coverage benefits |
| HEALTH | See insurance information highlighted in appendix. |
| LONG TERM DISABILITY | 66 2/3% of Max Eligible Salary \$3,000 Monthly Maximum 60 Calendar days straight wait Pre-existing condition waiver Freeze on offsets Alcoholism/Drug - same as illness Mental/Nervous - same as illness COLA |
| TERM LIFE w/AD&D | \$40,000 |
| VISION | See insurance information highlighted in appendix. |
| DENTAL | See insurance information highlighted in appendix. Class I, II, III: 80/80/80 \$1,000 Annual Maximum Class IV: 80 \$1,300 Lifetime Maximum (Orthodontics) |

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

| | |
|----------------------|--|
| PREMIUM | Beginning January 1 st , 2012 and beyond 20% of their Healthcare coverage benefits. |
| LONG TERM DISABILITY | 66 2/3% of Max Eligible Salary \$3,000 Monthly Maximum 60 Calendar days straight wait Pre-existing condition waiver. Freeze on offsets Alcoholism/Drug - same as illness Mental/Nervous - same as illness COLA |
| TERM LIFE w/AD&D | \$40,000 |
| VISION | See insurance information highlighted in the Appendix |
| DENTAL | See insurance information highlighted in the Appendix Class I, II, III: 80/80/80 1,000 Maximum Class IV: 80 \$1,300 Lifetime Maximum (Orthodontics) |

| | |
|----------------|--|
| DEPENDENT LIFE | \$2,000/\$2,000 (spouse/children) |
| CASH | January 1, 2012 and beyond \$144/month |

3. The benefit plans above shall be provided for a full twelve (12) month period for the full time bargaining unit member and his/her eligible dependents.
 4. Subject to the employee contributions as noted above, the Board agrees to contribute the monthly premium cost of the insurance plan for each full time, certificated, contracted employee provided the teacher is not covered by any other insurance carrier for hospitalization-medical insurance. Only one (1) family unit shall be covered by such hospitalization-medical insurance.
 5. If any full time teacher is reduced to part time status she/he will be eligible for health benefits at a pro-rated premium.
 6. Part time employees will not receive health insurance but will receive an additional \$50.00 per month.
- B. Employees commencing service in the District after the start of the school year shall receive continuous insurance coverage as of the first day of the month following the first day of work. Employees leaving service of the district shall forfeit this insurance fringe benefit as of the 30th of the last full month of employment by the School District. Teachers who complete the full school year shall be granted twelve (12) months coverage, from September 1, through August 31. Employees who are laid off may contribute an amount equal to the insurance premiums to the Board, for a period of at least one (1) year, subject to the approval of the insurance carrier.
- C. A teacher who is released from teaching part time to serve as the Athletic Director/Learning Coach/Dean of Students/Literacy Coach will still receive the same full fringe benefits under the contract as if he was employed full time as a teacher.
- D. It shall be the responsibility of each employee to be properly enrolled with the carrier for insurance coverage. The insurance company policies determine all benefits and conditions of coverage.
- E. The Board will prefund the employee HSA program with 80% of the deductible in January and July, to establish pre-tax funds for payment of Health Care costs. Employees may request additional deductible amounts to be funded to the HSA, by providing documentation (doctor's note or bills accrued) to central office. This additional HSA funding process, once approved, will be funded once a month.
- F. The Board will establish a \$5,000 Stop Loss group coverage fund for those members who have appeals denied for name brand drugs. No employee will exceed a one-thousand dollar (\$1,000) limit in any given benefit year. The Board agrees to refill the fund amount to \$5,000 as needed in future years.

Schedule A

- | |
|--|
| <ul style="list-style-type: none"> • Three year contract for language, pay scale year to year. • Blended pay scale increase of .5% for those receiving longevity • Steps/Rails, .5% pay scale increase for 2017/18 for those who have not received longevity. The 2017-2018 Salary Schedule reflects the .5% pay scale increase. • .5% pay scale increase over 2017-18 for those who have not received longevity. The 2018-2019 Salary Schedule reflects the .5% pay scale increase. |
|--|

Schedule A continued...

| Step | BA | BA+18 Perm. or Continuing | MA | MA +15 |
|------|--------|---------------------------|--------|--------|
| 1 | 36,537 | 38,506 | 40,669 | 42,801 |
| 2 | 38,262 | 40,218 | 42,128 | 44,446 |
| 3 | 39,888 | 41,880 | 44,188 | 46,145 |
| 4 | 41,514 | 43,553 | 45,483 | 47,847 |
| 5 | 43,142 | 45,218 | 47,159 | 49,550 |
| 6 | 44,854 | 47,884 | 49,847 | 52,277 |
| 7 | 44,854 | 49,890 | 51,857 | 54,317 |
| 8 | 44,854 | 52,223 | 54,209 | 56,703 |
| 9 | 44,854 | 54,554 | 56,559 | 59,080 |
| 10 | 44,854 | 57,227 | 59,242 | 61,803 |
| 11 | 44,854 | 59,891 | 61,922 | 64,527 |
| 12 | 44,854 | 62,037 | 64,132 | 66,813 |
| 13 | 44,854 | 64,055 | 66,343 | 69,005 |

| Step | BA | BA+18 Perm. or Continuing | MA | MA +15 |
|------|--------|---------------------------|--------|--------|
| 1 | 36,720 | 38,699 | 40,872 | 43,015 |
| 2 | 38,453 | 40,419 | 42,339 | 44,668 |
| 3 | 40,087 | 42,089 | 44,409 | 46,376 |
| 4 | 41,722 | 43,771 | 45,710 | 48,086 |
| 5 | 43,358 | 45,444 | 47,395 | 49,798 |
| 6 | 45,078 | 48,123 | 50,096 | 52,538 |
| 7 | 45,078 | 50,139 | 52,116 | 54,589 |
| 8 | 45,078 | 52,484 | 54,480 | 56,987 |
| 9 | 45,078 | 54,827 | 56,842 | 59,375 |
| 10 | 45,078 | 57,513 | 59,538 | 62,112 |
| 11 | 45,078 | 60,190 | 62,232 | 64,850 |
| 12 | 45,078 | 62,347 | 64,453 | 67,147 |
| 13 | 45,078 | 64,375 | 66,675 | 69,350 |

- A. The salary of specially certificated or non-degree teachers shall be calculated on the basis of a \$400 reduction from the levels established in Schedule "A" above, provided, however, that at the time of initial employment a degree candidate with a minor deficiency in meeting in-state certification, or a candidate lacking minor requirements for a degree, may through evaluation be placed on the schedule at a point Two Hundred (\$200) Dollars below the levels established in Schedule "A" above.
- B. A teacher's position on the salary schedule shall be determined on the basis of their certification and degree qualifications as of the first official working day of the contractual school semester.
- C. Salary supplements for the following extra-duty programs are provided in the amounts specified. These salary supplements shall apply only when such teacher is carrying a normal teaching load on the regular daily schedule.
- D. Extra duty pay for advisors of additional clubs or extracurricular activities may be approved at the discretion of the superintendent at the 1.0, 1.25, 1.5 rate.

Schedule B

| EXTRA DUTY PAY | | | |
|---|-----------|-----------|-----------|
| *Schedule B pay will be based on a % of the BA scale for all positions: | | | |
| POSITION | 0-3 YEARS | 4-7 YEARS | 8 + YEARS |
| ANNUAL | 2.5% | 2.75% | 3% |
| BASKETBALL | | | |
| Head Varsity | 11% | 12% | 13% |
| Junior Varsity | 7% | 8% | 9% |
| Freshman | 4% | 4.5% | 5% |
| CHEERLEADING BASKETBALL | | | |
| Varsity | 3% | 3.5% | 4% |
| Junior Varsity | 2% | 2.25% | 2.5% |
| Freshman | 1.5% | 1.75% | 2% |
| CHEERLEADING FOOTBALL | | | |
| Varsity | 3% | 3.5% | 4% |
| Junior Varsity | 2% | 2.25% | 2.5% |
| Freshman | 1.5% | 1.75% | 2% |
| CROSS COUNTRY | 5% | 6% | 7% |
| DRAMA | 4% | 4.5% | 5% |
| FOOTBALL | | | |
| Head Varsity | 11% | 12% | 13% |
| Junior Varsity | 7% | 8% | 9% |
| Freshman | 4% | 4.5% | 5% |
| Varsity Asst. | 7% | 8% | 9% |
| Junior Varsity Asst. | 5% | 5.5% | 6% |
| Freshman Asst. | 3.5% | 4% | 4.5% |
| GOLF | 5% | 6% | 7% |
| SPRING BALL | | | |
| Head Varsity | 8% | 9% | 10% |
| Junior Varsity | 4% | 4.5% | 5% |

| EXTRA DUTY PAY | | | |
|---|------------------|------------------|------------------|
| *Schedule B pay will be based on a % of the BA scale for all positions: | | | |
| POSITION | 0-3 YEARS | 4-7 YEARS | 8 + YEARS |
| TRACK | | | |
| Head Varsity | 8% | 9% | 10% |
| Assistant | 4% | 4.5% | 5% |
| Combined Head Varsity (Girls/Boys) | 12% | 13.5% | 15% |
| VOLLEYBALL | | | |
| Head Varsity | 8% | 9% | 10% |
| Junior Varsity | 4% | 4.5% | 5% |
| Freshman | 2.5% | 2.75% | 3% |
| WRESTLING | | | |
| Varsity | 9% | 10% | 11% |
| Assist Varsity | 2.25% | 2.5% | 2.75% |

| EXTRA DUTY PAY | | | |
|---|------------------|------------------|------------------|
| *Schedule B pay will be based on a % of the BA scale for all positions: | | | |
| POSITION | 0-3 YEARS | 4-7 YEARS | 8 + YEARS |
| AUDIO VISUAL DIRECTOR | 4% | 4.5% | 5% |
| BAND, EXTRA CURRICULAR | 7% | 8% | 9% |
| BUSINESS PROFESSIONALS OF AMERICA (BPA) | 1.0% | 1.25% | 1.5% |
| CHOIR | 3% | 3.25% | 3.5% |
| CLASS ADVISORS | | | |
| Senior & Junior | 2% | 2.25% | 2.55% |
| Sophomore | 1.5% | 1.75% | 2% |
| Freshman | 1% | 1.25% | 1.5% |
| CURRICULUM CHAIR | 3% | 3.5% | 4% |
| DEPARTMENT HEADS | 3% | 3.5% | 4% |
| ITV INSTRUCTIONAL STIPEND | 2.5% | 3% | 3.5% |
| LAW DAY | 1.0% | 1.25% | 1.5% |
| LINK CREW | 1.0% | 1.25% | 1.5% |
| NATIONAL HONOR SOCIETY (2) | 1% | 1.25% | 1.5% |
| SAFETY PATROL | 1.5% | 1.75% | 2% |
| STUDENT COUNCIL | 2% | 2.25% | 2.5% |
| SUPERVISED RECESS | | | |
| *If no one applies for this position, then all teachers will take their turns and the money will be divided equally | 3% | 3.5% | 4% |
| TAC ADVISOR | 1.0% | 1.25% | 1.5% |

MIDDLE SCHOOL POSITIONS

*Schedule B pay will be based on a % of the BA scale for all positions.

| POSITION | 0-3 YEARS | 4-7 YEARS | 8 + YEARS |
|-----------------|-----------|-----------|-----------|
| ACADEMIC TRACK | 1% | 1.25% | 1.5% |
| BASKETBALL | | | |
| 7th Grade | 2.5% | 2.75% | 3% |
| 8th Grade | 2.5% | 2.75% | 3% |
| CHEERLEADING | | | |
| 7th Grade | 1% | 1.25% | 1.5% |
| 8th Grade | 1% | 1.25% | 1.5% |
| STUDENT COUNCIL | 2% | 2.25% | 2.5% |
| TRACK | | | |
| Head | 2.5% | 2.75% | 3% |
| Assistant | 2% | 2.25% | 2.5% |
| VOLLEYBALL | 2.5% | 2.75% | 3% |
| WRESTLING | 2.25% | 2.5% | 2.75% |

EXTRA DUTY PAY

*Schedule B pay will be based on a % of the BA scale for all positions:

| POSITION | 0-3 YEARS | 4-7 YEARS | 8 + YEARS |
|-------------------------|-----------|-----------|-----------|
| EXTENDED SCHOOL PROGRAM | \$ 12.49 | \$ 13.42 | \$ 14.88 |

Extended School Program: Extended School Program shall mean band camp (up to 8 hours per day) and counselors working in the summer and any other program as provided in Article IV, C.

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

The extra-duty schedule shall be computed by multiplying the appropriate percentage by the B.A. step 1. All years of experience will be based on years of experience in the specific sport or specific activity.

- E. Hourly Rate: Upon approval, bargaining unit members providing extended instructional time not otherwise mentioned in the contract shall be compensated at an hourly rate.
The teacher's hourly rate shall be determined in the following manner:
 $(\text{Schedule A, BA Step 1}) / \text{Total Contact Hours}^* = \text{Hourly Rate}$

*Total Contact Hours 1098

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

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

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

- H. Teachers assigned to the Hartley Camp have the following choices:
1. Teachers remain with the children throughout the camp program.
 2. Teachers report to the camp at 8:00 a.m. and work through the evening activities with the understanding that spouses may come to dinner.

TERMINATION OF AGREEMENT

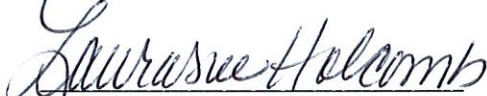
This Agreement shall be effective as of July 1, 2017 and shall continue in effect until June 30, 2020.

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

BOARD OF EDUCATION
St. Charles, Michigan



Peter Volk, President



Lurasue Holcomb, Secretary

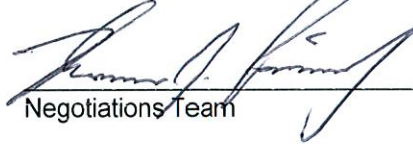


Michael Decker, Superintendent

ST. CHARLES EDUCATION ASSOCIATION
MEA/NEA



President



Negotiations Team

Negotiations Team

Negotiations Team

LETTER OF AGREEMENT

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

1. The positions of HSAC (Home School Agency Coordinator), alternative education teachers and at-risk four-year old teacher shall be added to the recognition clause.
2. The certification and qualifications for the HSAC position, the alternative education positions and the at-risk four-year old position will be established by the Board.
3. The HSAC will be assigned 7 hours and 45 minutes per day. Due to the unique nature of the HSAC position, the starting/ending times may be varied.
4. The HSAC will be assigned to a school year of 200 days. The HSAC will work with the supervisor to establish a 200 day calendar.
5. The HSAC will be reimbursed for mileage at the current Board established rate for all miles driven in the performance of duties for the St. Charles Community Schools. Mileage to and from the worksite that are commuting miles will not be reimbursed.
6. If a presently employed certified teacher moves into the HSAC position, the school year will revert to 186, 187, or 188 days. Any extra days will be paid at the extended school rate.
7. The HSAC and former alternative education teacher positions were given seniority at the beginning of the 1990-91 school year.
8. The language in this letter of understanding supersedes master contract language for these positions.

Appendix

All Michigan Educational Laws

http://www.michigan.gov/mde/0,1607,7-140-6530_6564_35176---,00.html

Teacher's Tenure Act (TTA)

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

Revised School Code (RSC)

[http://www.legislature.mi.gov/\(S\(zmplrk45c5keqn55jb3sjy55\)\)/mileg.aspx?page=getObject&objectName=mcl-Act-451-of-1976](http://www.legislature.mi.gov/(S(zmplrk45c5keqn55jb3sjy55))/mileg.aspx?page=getObject&objectName=mcl-Act-451-of-1976)

Public Employment Relations Act (PERA)

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

Special Education Laws and Policies

http://www.michigan.gov/mde/0,4615,7-140-6530_6598_7376---,00.html