

Agreement

Between the

Board of Education
of the Stockbridge Community Schools

and the

Stockbridge Education Association, ICEA/MEA-NEA

August 15, 2017 – December 31, 2019

This Agreement shall be effective upon ratification by the parties and shall remain in effect until December 31st, 2019. Wages, steps, longevity and benefits re-openers will take place in the 2018/2019 school year.

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PROFESSIONAL EMPLOYMENT CONTRACT

This Agreement is entered into this 15 day of August, 2017, by and between the School District of the Stockbridge Community Schools, Stockbridge, Michigan, (the "Board") and the Ingham Clinton Education Association/MEA-NEA/Stockbridge Education Association (the "Association").

WHEREAS:

1. The Board and the Association recognize and declare that providing a quality education for the children of the Stockbridge Community Schools is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teacher service and;
2. The members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards and;
3. The Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, MCL 423.201 *et seq.*, to bargain with the Association as the representative of its teaching personnel as to wages, hours, and other terms and conditions of employment, and;
4. The parties have reached certain understandings which they desire to confirm this Agreement;

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

ARTICLE 1 - Recognition

- A. The Board recognizes the Association as the exclusive and sole bargaining representative for all certified professional personnel whether under contract, on leave, or layoff, employed or employed in the future by the Board, excluding: Superintendent, Assistant Superintendent, Principal, Assistant Principal, Athletic Director, substitutes and supervisors within the meaning of the Public Employment Relations Act, and all other employees. The term "teacher" when used in this Agreement, refers to all employees represented by the Association in the bargaining unit as above defined.
- B. The Board will not negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. A bargaining unit employee who has not previously attained tenure under the Michigan Teachers' Tenure Act, MCL 38.71 *et seq.* in a position other than as a classroom teacher and who is placed in a bargaining unit position other

than a classroom teacher, shall not be deemed to have tenure in such position by virtue of this Agreement or any individual contract for such non-classroom position.

- D. As recognized by the parties' past practice, many of the functions required of the Board under this Agreement may be performed by administrative employees.

ARTICLE 2 – Payroll

- A. A bargaining unit employee may participate in any District-approved tax deferred annuity program subject to Internal Revenue Service Code Section 403(b) and/or 457.
- B. Bargaining unit employees shall be paid through direct deposit in accordance with Michigan Law.
- C. A bargaining unit employee may select the option of twenty-one (21) pay periods or twenty-six (26) pay periods. There will be no option for summer pay in a lump sum with the last pay of the school year.
- D. Bargaining unit employees who are on unpaid leave status for any portion of the school year, will be paid the remainder of their contract in one (1) lump sum payment. However, this payment will not occur if the employee notifies the Board that he or she desires the amount earned to be paid over the remaining pay periods. An employee who provides such notification will still be considered to be on unpaid leave status.

ARTICLE 3 - Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, every bargaining unit employee has the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Board will not: directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; discriminate against any teacher as to wages, hours, or any other terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint, or proceeding under this Agreement or otherwise as to any terms or conditions of employment.
- B. Nothing contained in this Agreement shall be construed to deny or restrict to

any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers in this Agreement are in addition to those provided elsewhere.

- C. The Association and its representatives shall have the right to use school buildings for meetings at all reasonable hours during which custodial services are regularly scheduled. Meetings may be held in the High School when there is no regularly scheduled custodial service in another building. When special custodial service is required, the Board shall make standard charges as stated in the custodial contract.
- D. Association members and their authorized representatives shall be permitted to transact Association business on school property at all reasonable times, provided that this activity does not interfere with or interrupt normal school operations.
- E. The Association shall have the right to use school facilities and equipment, including duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall provide its own material and supplies incidental to such use.
- F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the District teacher mail boxes for communications to teachers. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association on or off school premises. The fact that this Section does not state that the Association may use the District's mail service shall not be construed as changing any practice of allowing the Association to deliver mail to teachers and have access to teacher mail boxes.
- G. The Board will furnish to the Association in response to reasonable requests from time to time all available information concerning the financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Association.
- H. The Board shall inform the Association of any new or modified fiscal budgetary, or tax program, construction program or major revision of educational policy which is proposed or under consideration. The Association may ask to consult with the Board and the Board shall meet about said

matters prior to their adoption and/or general publication.

- I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discrimination as to the professional employment of such teacher.
- J. The provisions of this Agreement shall be applied without regard to race, religion, color, national origin, age, sex, disability, or marital status.
- K. Consistent with the Code of Ethics of the Education Profession and the Michigan Professional Educators Code of Ethics, membership in the Association shall be open to all teachers regardless of race, religion, color, national origin, age, sex, disability, or marital status.
- L. Each teacher may review the contents of all records (excluding documents exempt by law such as initial references and those from previous Districts) contained in his/her personnel file. The teacher may have a representative of the Association present during such review. The teacher must make an appointment 24 hours in advance with a central office administrator or designee.
- M. No material may be placed in the teacher's personnel file unless the teacher has had the opportunity to review the material. If the teacher is asked to sign such material, the signature shall be understood to mean only that the teacher has been made aware of the material. Any material found to be inappropriate or in error shall be corrected or removed from the file. The teacher shall have the right to attach a statement of clarification or dissent.
- N. The Board may reasonably delay bringing a complaint to the teacher's attention if doing so would jeopardize the investigation.

ARTICLE 4 - Board and Administration Rights

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

ARTICLE 5 - Teaching Conditions

- A. Student-teacher ratio is an important aspect of an effective educational program. Class size should not exceed the following maximum standards. The

Board will make every effort to avoid imbalance in class sizes, grades K-3, taking into consideration the following factors: numbers in excess of contract maximums, planning and preparation time, students with special needs, space, facilities, equipment, and materials. Any teacher may request a teacher's aide from the building principal and the principal's immediate supervisor. Special consideration shall be given to request made by K-3 teachers. The administration will determine the necessity and placement of teacher aides.

1.	<u>Elementary</u>	<u>Maximum</u>
	Music	30
	Physical Education	30
	Kindergarten	23
	Split Class	22
	Grades 1-2	25
	Grades 3-6	27
	Art	27
	STEM	27

2.	<u>Secondary</u>	<u>Maximum</u>
	Science	26
	General Mathematics (remedial)	22
	All Other Mathematics	26
	Social Science	28
	English	26
	Language	25
	Business	28
	Computers	28
	Shop/Industrial Arts	20
	Vocal Music	50
	Art	25
	Physical Education	34
	Health	28
	Band	75
	STEM	27

- B. 1. The Board will make every effort to avoid imbalance in class sizes. Whenever a class size exceeds the maximum listed in (A) above, upon request of the affected teacher, the Overload Reconciliation Process shall be instituted. The initial step of the Overload Reconciliation Process shall consist of a committee meeting between the affected teacher(s), the building principal and a representative of the Association for the purpose of discussing the causes for the overload and the possible solutions to the overload. If the committee members agree upon a solution, the committee shall recommend it to the

superintendent. If the superintendent does not accept the recommendation, or if the committee members cannot agree, the committee shall then meet with the superintendent. Possible solutions shall include, but not be limited to, aide assistance, hiring of additional staff, changing of student schedules, providing additional instructional materials/equipment, advance planning to avoid future overloads, changing teacher schedules or assignments, requesting parents or others to volunteer to assist affected teacher (s) and overload pay. As the final step of the Overload Reconciliation Process, the committee and the Superintendent shall determine the steps, which should be promptly initiated to address the overload. When overload pay is the selected option, the affected teacher shall be paid overload pay from the first day that the class(es) were overloaded. Any steps taken to address an overload may be rescinded if the overload is subsequently eliminated.

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

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

3. If paraprofessional time is provided to address an overload in Industrial Arts, Vocational Shop, and Elementary Specials (Music, Physical Education, Art, STEM), overload paraprofessional time will be provided only during the time that activities are planned presenting a hazard to students which cannot be avoided through application of proper safety procedures.
- C. Counselors are provided to aid students with scheduling, career planning, personal counseling, and to administer testing programs. Counselors may be used in other professional capacities when absolutely necessary on a temporary basis.
 - D. Libraries will be open for student use during all student attendance days of the school year, with the exception of the first five (5) student days of the school year and the last five (5) student days of the school year. However, the library of a building may be open for student use during the first five (5) student days of the school year and the last five (5) student days of the school year if the librarian or library aide assigned to that building has a work schedule whereby he/she is allowed to work extra days immediately preceding the beginning of the school year or extra days immediately following the end

of the school year. When regular library staff is not available, teaching staff shall have access to libraries so that student access will be possible.

- E. Special Education Classes shall not exceed the rules and regulations established by the State Department of Education, and/or as approved by the Ingham ISD.
- F. Efforts will be made to equitably distribute integrated students. For any classroom which has two (2) or more integrated/ students, upon the request of the affected teacher(s), the Overload Reconciliation Process set forth in B.1. above shall be instituted.

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

The term "integrated student" means any student who according to an IEP should spend three (3) or more hours per day in a special classroom environment, but does not, due to parental refusal to allow the student to be classified as a student with a disability for special education programs.

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

- G. No class size shall exceed the number of students that can be accommodated by the work stations available.
- H. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board will at all times keep the schools reasonably equipped and maintained.
- I. The Board will make available to each school a photocopy machine, and word processing capabilities. Support personnel will be provided for K-5 materials preparation, given the ability of the District to financially support such positions.
- J. The Board shall provide:
 - 1. A separate desk for each teacher in the District with lockable drawer space or alternate lockable space.
 - 2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.

3. Adequate whiteboard space in every classroom.
 4. Adequate storage space in each classroom for instructional materials.
 5. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility.
- K. The Board will exempt elementary staff from the responsibility of noon duty (except in the case of inclement weather, when the teacher shall supervise activities in the classroom) and will provide them with a thirty (30) minute duty-free lunch period after the teachers have escorted students to the lunchroom line.
- L. The Board will exempt secondary staff from the responsibility of lunch duty (except during the first two weeks of each semester or trimester, two days before each scheduled holiday, and during semester or trimester exams) and will provide them with a duty-free lunch period.
- M. If a lunch room aide is not available or if in the opinion of any building principal there is a loss of student control, the teachers in that building shall temporarily be assigned noon duty until the problem is resolved.
- N. The elementary teachers agree to supervise students during recess periods on an equitable rotating basis. Each building will make its own arrangement for rotation. In no case will an individual teacher be required to supervise more than four (4) fifteen-minute (15) recesses or two (2) thirty-minute (30) recesses in any one week.

Secondary noon duty, as provided in (N) above, will be on an equitable rotating basis. Each secondary staff shall work out an agreeable rotation procedure with their administrator. Those teachers assigned to teach in more than one (1) building shall not be required to perform noon duty supervision.

- O. The Board will hire extra personnel to supervise elementary playgrounds during the noon hour recess. If non-professional people are not available, the Board will pay the rate of \$12.72 per hour for playground duty to bargaining unit employees as necessary to supervise the playground. The Board may also assign a bargaining unit employees to noon hour playground supervision as part of his/her assignment as long as he/she is provided a thirty (30) minute duty free lunch.
- P. The Board will reserve and properly maintain adequate off-street parking facilities for teachers.

- Q. Teachers shall not be required to work under unsafe, hazardous, or unsanitary conditions. Such conditions shall be defined as lack of water and/or toilet facilities for a period of two (2) or more hours, lack of adequate lighting, and lack of insulation. All attempts should be made to keep walks and parking lots clear.

Under the conditions described above in one or more classrooms, or an entire building, the Superintendent or his/her designee shall be notified. He/she shall make the decision as to the closing of such room(s) or building. If the condition has not been corrected by the following morning, students will be notified that there will be no school until the situation has been corrected. When a building is closed during the school day teachers may leave when their student supervisory responsibilities are complete.

- R. The Board recognizes that many worthwhile conferences take place during the school year. Therefore, the Board will consider requests for attendance at conferences for up to two (2) days per year per teacher at full pay with no loss of sick, personal, or any other leave time. The District shall provide the full cost of all substitutes. The individual teachers shall pay all conference expenses unless the Board agrees to do so. The teachers who attend agree to make a written and/or oral report to their building staff.
- S. If there is a concern regarding the adequacy of custodial services, the concern shall be called to the attention of the principal or, in the absence of the principal, the superintendent.
- T. When classroom paraprofessionals are absent, the Board will attempt to obtain a substitute.
- U. Preliminary class lists of students shall be provided to teachers on or before the first day of school for teachers.
- V. The Board recognizes its responsibility to give Administrative backing and support to its teachers for the maintenance of control and discipline in the classroom.
- W. If more than four (4) preparations per semester or trimester are assigned to a teacher in grades 6-12, the Principal, when requested, will hold a conference with the affected teacher to explore alternatives. If the assignment is not modified and more than four (4) preparations remain assigned, the affected teacher will be compensated an additional \$500 per year per preparation in excess of four (4). If a subject is separated into parts or sections reflecting differences in student performance or learning abilities, the separate parts or sections shall not be considered to constitute separate preparations.

- X. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (OHI, SXI, SCI), the teacher is not expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the responsibility of the teacher to implement the student's Individualized Educational Program for attending to the educational needs of the student while in the teacher's class.

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

ARTICLE 6 - Teaching Hours, Class Load, and Schedules

- A. The teacher day shall begin fifteen (15) minutes before class time. Teachers may leave ten (10) minutes after the last class is dismissed. The Board shall determine the start and end times for students in each building. It is recognized that the times for each building may vary.

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

- B. IEP Team meetings shall be scheduled at times that are mutually agreeable to all involved parties. In no case shall a teacher's class be unsupervised as a result of an IEP Team meeting.

- C. The administration shall inform the staff twenty-four (24) hours before any staff meetings, except in rare emergency circumstances. Individual teachers shall stay later than described in Section A above at the request of the building principal for a specific purpose. Every reasonable effort will be made

to keep the meetings to approximately forty-five (45) minutes.

Although it is recognized that the nature of some meetings are such that they will exceed forty-five (45) minutes in length, every reasonable effort will be made to keep meetings to approximately forty-five (45) minutes. The District shall have the right to schedule two (2) meetings per year for the purpose of more substantive issues, which shall be scheduled at least one (1) month in advance and may be of one (1) hour and thirty (30) minutes in duration.

- D. Secondary teachers (7-12) will have one (1) unassigned class period per day for preparation. The period will be approximately equal to a teaching period.

A minimum of 260 minutes of (K-6) elementary preparation time shall be provided. Should special programs (Art, Music, Physical Education, Library) be reduced or eliminated, this provision shall be reviewed by the Board and the Association jointly following procedures as outlined in Article 20, Section A.

- E. Any teacher may voluntarily accept a class assignment as a substitute, in place of an assigned preparation period and shall be compensated, when substituting, at the rate of \$25.00 per period. Teachers shall be given the opportunity to cover such classes provided they can be readily located. In case of block scheduling, teachers will be compensated at the rate of \$30.00 per period.

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

Any teacher having a co-teaching assignment (i.e., two (2) teachers assigned to the same classroom) who is required to cover a class alone because his/her teammate is absent shall be compensated at the rate of twenty dollars (\$20.00) per period in addition to his/her regular pay unless the District has retained a substitute for the absent teacher. A special education teacher assigned to a classroom with a regular education teacher does not constitute a co-teaching assignment unless ten (10) or more special education students are assigned to this class specifically based on the eligibility of the student's area of disability, to receive services in that class.

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

The Board will attempt to obtain substitutes for teaching specialists, such as

art and music instructors, in the same manner that it attempts to obtain substitutes for other teachers in the District.

ARTICLE 7 - Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.
- B. The Board recognizes that the Code of Ethics of the Education Profession and the Michigan Professional Educators Code of Ethics are considered by the Association and its membership to define acceptable criteria of professional behavior.
- C. Abuse of sick leave or other leaves, chronic tardiness or absence, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Association will use its best efforts to correct breaches of professional behavior by any teacher.
- D. All teachers of a given subject or a given grade level shall be required to follow the curriculum guide or text for the subject or grade level unless granted specific permission by the administration to do otherwise.

ARTICLE 8 - Qualifications and Assignments

- A. The district will make a good faith effort to produce a master schedule before the conclusion of the school year of all tentative teaching assignments.
- B.
 - 1. “Qualifications” or “qualified” shall mean that the teacher:
 - a. Possesses a major or minor appropriate to his/her assignment; and
 - b. Meets all applicable standards for a “highly qualified” teacher under the Michigan definition for identifying Highly Qualified teachers, as approved by the State Board of Education.
- C.
 - 1. In a transfer is made after the week before the first student day of the school year, the affected teacher(s) will receive two (2) days for planning before beginning the assignment.
 - 2. As the result of any transfer to a new area of teaching or grade level, at least two (2) additional days during the school year shall be provided for the affected teacher(s) to attend, at District expense, professional

development in the new area of teaching or grade level. Any professional development must be approved by the Superintendent.

- D. This section shall not be construed as limiting the School District's right to employ non-certificated teachers in accordance with Section 1233 of the Revised School Code.
- E. A vacancy is defined as a professional position in the bargaining unit which is unoccupied because it is a newly created or because the bargaining unit employee who held that position has permanently severed his/her employment in the bargaining unit. It shall be the employee's responsibility to designate a personal e-mail address if he/she does not use a District e-mail account. It shall be the employee's responsibility to notify the Board of the employee's personal e-mail address. The Board shall not be responsible if an e-mail sent to a personal e-mail address is blocked or not received. The Board will give full consideration to all current teaching staff for any job or position vacancy before hiring a new teacher for said job or position. The failure to award a position to the more senior applicant(s) shall not be the basis for a grievance.

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

Teachers interested in transferring from within a building from grade level to grade level or department to department or from one building to another building and are qualified for the position that is created or is vacant shall indicate in writing to their building principal and the Superintendent their choice of jobs before June 1 of that school year. Teachers are encouraged during the summer vacation to call the Superintendent's office weekly for up-to-date information on job vacancies.

- F. Special Teaching Assignments:
 - 1. No teacher shall be required to work a split shift or to teach less than three hours in a summer school program.
 - 2. The Board will make every effort to maintain at all times an adequate list of substitute teachers. Teachers shall be informed of procedures to report unavailability for work.
 - 3. Teachers are to call to report absences before 6:30 a.m.

4. Once a teacher has reported his/her unavailability for work, it shall be the responsibility of the administration to arrange for a substitute teacher.
5. Detailed lesson plans shall be made available for the substitute.
6. High school teachers who volunteer to help supervise high school graduation exercises by performing activities mutually agreed upon with the high school principal will not be required to report to work on the last teacher day of the school year, provided their work is completed to the satisfaction of the school principal.

ARTICLE 9 - Illness or Disability

A. Sick Leave

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

If a teacher leaves employment with the District before the end of the school year, his/her final pay check will be adjusted for sick days not earned at the rate of one (1) day per month.

2. Sick leave days may be used by an employee for:
 - a. His/her own illness or disability.
 - b. The illness or disability of a spouse, parent, parent-in-law, brother, sister, child, or other household dependent. Upon approval by the Superintendent, sick leave days may be used for others when the closeness of the relationship justifies this action.
3. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of the illness or disability or for one (1) year, whichever is less.
4. Absence due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Worker's Compensation Act for the period of such time as necessary up

to one year. Time shall be pro-rated against sick leave at the rate of one-half (1/2) day of sick leave per day on Worker's Compensation.

B. Bereavement Leave

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

C. Personal Business Days

At the beginning of each school year, each teacher shall be credited with two (2) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. However, a personal business day granted for a recreational purpose or for other employment shall be without pay. A teacher planning to use a personal leave day shall notify the principal at least two (2) days in advance. In the case of an emergency, the two (2) day notification does not apply. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend, or vacation period and reasonable restrictions may be imposed on personal leaves on such days. Unused business days may accumulate to three (3), no more than (2) of which may be used consecutively. Unused personal business days in excess of three (3) at the end of the school year will convert to sick days.

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

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

The building administrator will forward all personal business day requests to the Association President, and superintendent for review to maintain a consistent standard in the district.

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

Maintaining a stable educational environment for students is a priority. Consequently, an attempt will be made to avoid personal business days on days preceding or succeeding a holiday or vacation period.

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

The procedure outlined above shall be in place upon signing of this Agreement and shall remain in place until the expiration of this Agreement. All Letters of Agreement, precedent, and past practice related to granting of personal business days are void.

D. Jury duty, court appearances.

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

E. General Provisions for all leave days:

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

Senior High School - end of second block
Junior High School – end of third period
Heritage/Smith – 12:15

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

G. Family and Medical Leave

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

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

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

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

- 2. Upon return from the leave, the employee shall be assigned to a position, if available, for which he/she is certified and qualified in ordinance with board policies and procedures.
- 3. The employee shall have the option of first using accumulated paid sick leave and/or personal leave during the leave but only for days scheduled as work days. In accordance with the FMLA, the employer may require an employee to substitute paid leave for unpaid FMLA leave, but in no case may the Employer require that the employee's remaining accumulated paid sick leave and/or personal leave days balance drop below five (5) days of accumulation.
- 4. Insurance benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.
- 5. Seniority shall accrue during an initial FMLA leave. For subsequent FMLA leaves, seniority will be subject to the provisions of the Act.
- 6. The employee shall have the right to take the leave on a reduced or intermittent schedule pursuant to the restrictions as contained in the Act.
- 7. Where the need is foreseeable, the employee will provide the Employer at least thirty (30) calendar day's written notice of the request for the leave. It will include the reason for the request; medical verification; the expected beginning date; the expected ending date; and whether or not the employee intends to use paid leave for any part of the leave. If it is not foreseeable, the employee will give medical verification and as much notice as possible.

8. If an instructional employee's return date from FMLA leave is within three (3) weeks preceding the end of the semester, the Employer's right to postpone return until the beginning of the next semester shall be governed by the terms of the Act. Such postponement of return leave shall be governed by Article 14.B.1.
9. Except as limited by the express language of this Agreement, the Board reserves all rights granted to it under the FMLA.

ARTICLE 10 - Teacher Incapacity

- A. Whenever the Board claims a teacher is physically or mentally incapable of performing classroom teaching duties, it shall notify the teacher and Association, in writing, of its claim and the specific basis for its claim. The Board shall obtain at its expense an opinion from a qualified physician, psychologist, or psychiatrist addressing whether the teacher can perform the essential functions of his/her position. In the alternative, the Board may accept the opinion of the teacher's physician. The Board and teacher shall cooperate in promptly scheduling medical appointments and sharing information.
- B. The Board's decision determining a teacher to be incapable of performing classroom teaching duties is final, and not subject to the grievance procedure if it is consistent with the written findings of the physician, psychologist, or psychiatrist. If the Board's decision is not consistent with the written findings of the teacher's physician, psychologist, or psychiatrist, the Board's decision may be grieved in accordance with the grievance procedure contained in Article 12.
- C. Provided that the teacher is capable of performing the essential functions of his/her job, the teacher shall be assigned to a bargaining unit position, if available, for which he/she is certified and qualified, with no loss of benefits at the end of the period of incapacity specified by the Board in its determination of incapacity. A teacher who is physically or mentally incapable of performing the essential functions of his/her job shall be granted a leave of absence in accordance with Article 9.A.
- D. At any time after thirty (30) days during the period of incapacity the teacher or Association, or both, may present in writing evidence, medical or otherwise, and request that the incapacity found by the Board be deemed ended and the teacher restored to regular and normal teaching duties at the regular salary then applicable. The Board's decision on refusing to restore the teacher to normal teaching duties shall be in writing.

- E. While the Board is obtaining an opinion from a physician, psychologist, or psychiatrist pursuant to Section A of this Article, the Board shall have the right to remove or reassign the teacher from the classroom, provided that the teacher is compensated at his/her regular salary during such removal or reassignment.

ARTICLE 11 - Continuity of Operations

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. . The Association will not, directly or indirectly, engage in, or assist in any illegal strike, as defined by the Public Employment Relations Act.
- B. The Board and the Association will not, directly or indirectly, engage in, or assist in any unfair labor practices as defined by the Public Employment Relations Act.
- C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by Act of God or a labor dispute with employees outside the bargaining unit and nothing shall require teachers to report for work in such circumstances and shall suffer no loss of pay for the day.

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

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

ARTICLE 12 - Professional Grievance Negotiations Procedure

- A. A claim by a teacher that there has been a violation, misinterpretation, or misapplication of any express provision of the Agreement may be processed as a grievance as provided in this Article.
- B. The number of days indicated at each step of the Grievance Procedure shall

be considered as maximum, and every effort should be made to expedite the grievance process. Any time may be extended by mutual consent.

- C. Timelines shall be strictly followed. The failure of an aggrieved person to file or proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- D. The failure of an Administrator to communicate his/her decision to the teacher within the specified time limits shall permit the teacher and/or Association to proceed to the next step in the Grievance Procedure.
- E. In the handling and processing of a grievance, the following procedure shall apply:

Level One

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

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

1. Be signed by the grievant(s) or a representative of the Association;
2. Be specific;
3. Contain a synopsis of the facts giving rise to the alleged violation;
4. Cite the section or subsection of this Agreement alleged to have been violated;
5. Contain the date of the alleged violation;
6. Specify the relief requested.
7. Specify if the grievance is represented by the Association.

Level Two

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

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

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

Level Three

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

Such hearing(s) by the Board shall be private on the written request of the grievant, provided that the Open Meetings Act permits a closed session meeting for that purpose.

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

Level Four

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

If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for arbitration at the request of either party, provided written notice of the request for submission to arbitration is delivered to the Board or

Association within fifteen (15) days after the date of the decision under Step Three. Following the written notice of request for submission to binding arbitration, the Association and a representative of the Board shall attempt to select an arbitrator.

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

F. Powers of the Arbitrator

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

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He/she shall have no power to rule on any of the following:
 - a. The termination of services of or failure to re-employ any probationary teacher.
 - b. The termination of services or failure to employ or re-employ any teacher on the extra-curricular schedule.
 - c. The termination of Short Term Substitutes and Long Term Substitutes during the first sixty (60) days of service.
 - d. Any matter excluded from the grievance procedure.
 - e. A grievance concerning a matter which is within the jurisdiction of a state or federal administrative agency.
 - f. The merits of a grievance involving a prohibited or illegal bargaining subject under the Public Employment Relations Act.
3. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they

may be specifically conditioned by this Agreement. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.

4. If a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 5. The decision of the arbitrator shall conform with the Michigan Uniform Arbitration Act, MCL 691.1681 *et seq.*, and be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
 6.
 - a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source of a like nature during the period of the back pay;
 - b. No decision in any one case shall require a retroactive wage adjustment in any other case unless previously agreed to by the parties.
 7. Where no compensation and/or fringe benefit loss has been caused by the Board action complained of, the Board shall have no obligation to make monetary adjustments and the arbitrator shall have no power to order one. However, the arbitrator shall have the power to order payment for lost interest, where appropriate.
 8. No more than one (1) grievance may be considered by the arbitrator at the same time except upon expressed written mutual consent.
 9. An arbitrator shall have no authority to order reinstatement or back pay for a terminated substitute teacher.
 10. Matters subject to the jurisdiction of the Michigan Teachers' Tenure Commission shall not be subject to arbitration. Any matter taken to the Tenure Commission and denied jurisdiction shall be subject to binding arbitration and may be initiated by the Association at Level Three.
- G. If the Board or Superintendent believes there has been a violation of a specific

article or section of the Agreement, it may file a grievance against the Association. Such grievance shall be in writing and shall set forth the issue involved. Such grievances shall follow the same process as outlined in Article 12.E.

Such hearing(s) by the Association shall be private on the written request of the grievant, provided that the Open Meetings Act permits a closed session meeting for that purpose.

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

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

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

I. Miscellaneous:

1. A grievance may be withdrawn at any step without prejudice.
2. The Association shall have the right to initiate a grievance involving the right of a teacher(s).
3. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
4. All preparation, filing, presentation, or consideration of grievances up to the level of arbitration shall be held at times other than when a teacher or a participating Association Representative are to be at their assigned duty stations.
5. All time limits in the grievance procedure shall refer to working days. For purposes of this grievance procedure, working days shall be defined as days when school is in session during the academic year and days when the central office is open for business during the summer months between academic years.
6. Notwithstanding any other provision in this Agreement, the Board shall have no obligation to arbitrate any grievance after the expiration of this

Agreement. The Board, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.

7. No grievance shall be filed or based upon any alleged grievance occurring when this Agreement was not in effect.
8. If the alleged grievance involves an order or requirement, the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
9. Mass grievances on the same subject shall be handled by the Board as one grievance and the answer directed to the Association Representative.
10. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discussing and having it resolved informally with the Employer; provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Employer is not inconsistent with this Agreement.
11. At arbitration, the grievant may not raise any new allegation or rely on any evidence not previously disclosed in the grievance process.

ARTICLE 13 – Academic Achievement

- A. The Board and the Association recognize that the ability of students to progress and mature academically is a combined result of school, home, economic, and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the student in the classroom. When such test results are utilized, factors such as other causal factors such as the family environment, the validity and reliability of the instrument, possible cultural biases of the instrument, and other testing problems shall also be considered.

ARTICLE 14 - Unpaid Leaves of Absence

- A. Guaranteed Leave. Any teacher shall, upon written request, be granted an unpaid leave of absence for up to one (1) year for the following reasons:
 1. Child Care
 2. Adoption
 3. Uniformed Service
 4. Study

- 5. Career Exploration or Job Retraining
- 6. Other reasons at the discretion of the Superintendent

B. Unpaid leaves shall be subject to the following provisions:

- 1. The teacher shall be returned at the end of the leave to a position for which she/he is certified and qualified as prescribed in Article 8.B. The teacher shall be assigned to a bargaining unit position, if available, for which he/she is certified and qualified.
- 2. If the teacher is on a leave of indefinite duration, she/he must provide a sixty (60) calendar day notice of the return date.
- 3. The teacher shall notify the Superintendent in writing by April 1 if the leave expires at the end of the present school year (last scheduled day of work), or at least ninety (90) calendar days before the end of the leave if the leave expires other than at the end of the present school year, of his/her intent to return to work upon expiration of the leave. Unless the leave is extended, the teacher's failure to provide the written notice constitutes the teacher's resignation.
- 4. The teacher shall have the option of continuing insurance coverage at his/her own expense, if this action is permitted by the insurance carrier.
- 5. Time spent on unpaid leave shall not be counted for advancement on the salary schedule. Time spent on unpaid leave shall count for continuous accrual of seniority (up to a maximum of one year).
- 6. If the teacher applies in writing at least ninety (90) calendar days prior to the end of the leave, he/she may be granted an extension for up to one additional year.

ARTICLE 15 - Termination Leave

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

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

ARTICLE 16 - Association Business

A total of eighteen (18) days shall be allowed for Association business (with a limit of six (6) days per member except that the limit for the Association President shall be ten (10) days). These days shall be used at the discretion of the Association with three (3) days prior notification to the administration except in an emergency. The Association shall pay for the substitute teacher. The Association shall reimburse the Board for the retirement (MPERS) costs associated with the Association's release time.

ARTICLE 17 - Annexation, Consolidation, or Other Reorganization of the District

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

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

ARTICLE 18 - Seniority

- A. Seniority shall be computed from the last date of hire with the Stockbridge Community Schools in the bargaining unit. Seniority shall be broken by resignation from the bargaining unit, or termination.

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

1. Total K-12 certified teaching experience under at least a regular school year contract.
2. Most advanced degree held. The degree must be in the field of education or the subject taught.

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

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

- B. All bargaining unit employees shall be responsible for keeping their home address and telephone number current with the administration.
- C. The District shall prepare and present to the Association a current seniority list of bargaining unit employees before October 1 of each year. Accompanying the name of each teacher on the list shall be the seniority date in the bargaining unit and each teacher's certification. No person other than a bargaining unit employee shall possess, retain, or accrue seniority within the bargaining unit. Effective September 1, 1983, service at less than the full teaching load or for part of a school year shall count as if the service was at the full teaching load.
- D. Upon the request of the individual teacher, laid-off teachers shall have the priority right to fill substitute positions (both long and short term) that occur. Compensation shall be at the substitute rate of pay.
- E. The term "certified" as used in this Article shall mean possessing the certification and qualification standards set forth in Article 8.B.

ARTICLE 19 - Student Teachers

The supervising classroom teacher shall not be removed from the classroom to substitute or for other purposes. With the permission of the University Field Instructor, a student teacher may be used as a substitute teacher. Any teacher shall have the right to refuse a student teacher.

ARTICLE 20 - Subcontracting

The Board will negotiate with the Association before subcontracting any bargaining unit work.

ARTICLE 21 - Miscellaneous

- A. If, during the life of this Agreement, any of the provisions contained herein

are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected.

- B. During the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals as to any subject or matter not removed by law from the area of collective bargaining. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily waives the right to bargain collectively as to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This Section, however, does not prohibit the parties from mutually agreeing to reopen provisions of this Agreement. If any proposed School Improvement Plan conflicts with this Agreement, upon mutual agreement of the Board and Association this Agreement will be reopened for the purpose of conducting negotiations regarding the provision(s) of this Agreement which are in conflict.
- C. This Agreement constitutes the full and complete Agreement between the parties. It cannot be extended orally.
- D. Any individual contract executed between a teacher and the Board is subject to this Agreement, which is intended to take precedence over and govern the individual contract and the individual contract is expressly conditioned upon this Agreement.
- E. Upon qualification of the School District and the mutual agreement of the Board and teacher, the Board may make payroll deductions for contributions to the Member Investment Plan Fund created by the Michigan Public School Employees Retirement Act.
- F. An Emergency Financial Manager appointed by law may reject, modify, or terminate this Agreement as provided by law.
- G. Upon request, a bargaining unit employee shall receive an athletic season pass (employee and guest) for Stockbridge “home” athletic activities, not to include MHSAA tournament events.

ARTICLE 22 - Job Sharing

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

- A. Job Sharing shall be defined as two (2) teachers sharing one (1) full-time position.
- B. Personnel involved in a shared position shall be regular contracted employed staff. If only one (1) regular contracted bargaining unit employee desired a shared time position the other part of the position may then be posted outside of the bargaining unit.

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

- C. The individuals and the position(s) involved in Job Sharing are subject to this Agreement.
- D. Job Sharing shall be considered a partial Leave of Absence for full-time personnel. The Leave shall be subject to the provisions for Leaves of Absence in this Agreement.
- E. Agreement to share a full-time job assignment shall commit the participating teachers and the Board to not more than one (1) school year.
- F. At the end of the original assignment and by mutual agreement of the teachers, the Principal, and the Superintendent, the teachers in the Job Sharing Assignment may:
 - 1. Renew the established Job Sharing Assignment, or
 - 2. Create another Job Sharing Assignment.
 - 3. A teacher returning from a job sharing assignment shall be assigned a position according to Board policy.
- G. If a full-time position opens during the school year in the area of certification of the Shared Time position, that position may be filled on a temporary basis until the end of the school year.
- H. Job Sharing information will be posted and written expressions of interest must be submitted to the Superintendent as early as possible, but no later than April 1st. Teachers showing interest will be notified of the tentative Shared Teaching Assignment no later than May 15, and shall have five (5) working days to accept or refuse the assignment. Every effort will be made to notify the teachers involved as early as possible to facilitate planning for the next school year.

- I. To finalize a Job Sharing Assignment the teachers and Principal involved shall, no later than the last scheduled work day:
1. Schedule the work time (including lunch time and planning time, if any) and designate the responsibility for each class or subject (i.e., one semester or trimester on -one semester or trimester off, mornings and afternoons, two days -three days, two and one-half days, class hours at the secondary level, etc.).
 2. Provide a brief description of how the teacher responsibilities are to be shared including:
 - a. Parent-Teacher Conferences
 - b. Grade level meetings
 - c. Staff meetings
 - d. In-services
 - e. 1/2 days
 - f. Communication with immediate supervisor and the process to be used
 - g. Mutual planning time/Individual planning time
 3. Approval of Principal or designee. The Principal may deny a Job Sharing assignment if a reasonable determination has been made that such an assignment would be detrimental to the students involved. Such denial is not subject to the grievance procedure.

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

- J. Teachers in the Shared Assignment may substitute in each other's absence and be paid at the substitute rate.
- K. Sick and individual leave days shall be accrued and utilized on a pro rata basis.
- L. Salary and Fringe Benefits shall be provided on the following basis:
1. Salary shall be paid on a pro rata basis based on each participant's location on Appendix A.
 2. Fringe Benefits shall be provided on a pro rata basis (or other mutually agreed upon distribution) with the option made available to the participating teacher(s) to pay for the balance of the insurance premiums (by reimbursing the Board), in order to obtain full coverage. Participating teachers may select:

- a. Plan A, or
- b. Plan B including tax deferred annuity (T.D.A.)*, or
- c. Choices II or its successor (only) and T.D.A.* , or
- d. T.D.A.* only

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

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

- M. A teacher whose shared assignment is one-half (1/2) or more of a full-time assignment will receive a full year's credit for seniority and salary schedule advancement. A teacher whose shared assignment is less than one-half of a full-time assignment will receive a full year's credit for seniority and one-half (1/2) year's credit for salary schedule advancement.
- N. The planning period for the participating teachers under this Agreement will be equitably distributed.
- O. The decision of the Superintendent to accept or reject a shared teaching proposal based upon broader financial and educational consideration is not subject to grievance procedure.

ARTICLE 23 - Mentor Teacher

- A. A Mentor Teacher shall be defined in accordance with Section 1526 of the Revised School Code and shall perform the duties of a master teacher as specified in the Code.
- B. Each bargaining unit employee in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Superintendent or designee. The Mentor Teacher shall be available to provide professional support, instruction, and guidance to the Mentee. The purpose of the Mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. In general, the responsibilities will include by way of illustration, assisting the teacher in fulfilling the objectives of the teacher's Individual Development Plan.
- C. All bargaining unit employees shall be notified of the available position of Mentor Teacher(s). A Mentor Teacher shall be assigned in accordance with the following:

1. Primary consideration for Mentor Teacher positions will be given to tenured bargaining unit employees. The Administration will take into consideration, by way of example: building, subject/grade levels taught, degree(s) earned, areas of certification, participation in professional development activities, and performance record of internal and external applications.
 2. Participation as a Mentor Teacher shall be voluntary.
 3. The District shall notify the Association when a Mentor Teacher is matched with a bargaining unit employee (Mentee). The assignment of the Mentor Teacher shall be finalized by the Administration within thirty (30) workdays of the knowledge that a Mentor Teacher is needed.
 4. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
 5. Mentee shall only be assigned to one (1) Mentor Teacher at a time unless deemed necessary because of Mentee's assignment.
 6. The Mentor Teacher assignment shall be for one (1) year, subject to review by the mentor Teacher, Mentee and Administrator after six (6) months. The appointment may be renewed in succeeding years.
 7. Should either the Mentor Teacher or the Mentee present cause in writing to dissolve the relationship subsequent to the initial six (6) months, the Superintendent or designee will meet with the Mentor Teacher and Mentee to determine an appropriate course of action.
- D. Because the purpose of the Mentor/Mentee match is to acclimate the bargaining unit employee and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential.
- E. Release time will be provided the Mentor. Such release time shall be for up to four (4) half days during the Mentee's first year, up to three (3) half days in the Mentee's second year, and up to two (2) half days in the Mentee's third year. If the Mentor believes that additional release time is needed, such request should be directed to the Building Administrator. It is also understood that time between the Mentor Teacher and the Mentee will necessarily take place weekly beyond the normal working day to establish this collaborative relationship. Where possible, the Mentor Teacher and Mentee shall be assigned common preparation time.
- F. Mentees shall be provided with a minimum of fifteen (15) days of professional

development instruction during their first three (3) years of classroom teaching. Professional development may be scheduled within the parameters of the regular work day and work year, or as mutually agreed to by the Mentee, the Mentor and Administrator.

- G. A Mentor Teacher shall receive additional annual compensation of \$500.00 per Mentee.

ARTICLE 24 - Duration

This Master Agreement will run for two and a half (2.5) years starting August 15, 2017 and running through December 31, 2019.

This Agreement shall be effective upon ratification by the parties and shall remain in effect until December 31, 2019. Wage, steps, longevity and, and benefits reopeners will take place in the 2018/2019 school year.

Bargaining will begin July 1, 2019.

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

Board of Education
Stockbridge Community Schools

Ingham Clinton Education
Association – MEA/NEA
Stockbridge Education Association

By: _____
President

By: _____
President, ICEA-MEA/NEA

By: _____
Secretary

By: _____
President, SEA

Date: _____

Date: _____

APPENDIX A - Salary Scale

A. Bargaining unit employees shall move steps and longevity as follows:

2017-2018

Step	Bachelor's	Professional	Master's
1	\$ 35,032	\$ 35,312	\$ 36,993
2	\$ 36,346	\$ 36,813	\$ 38,361
3	\$ 37,708	\$ 38,376	\$ 39,782
4	\$ 39,122	\$ 40,008	\$ 41,253
5	\$ 40,590	\$ 41,809	\$ 43,570
6	\$ 42,112	\$ 43,692	\$ 46,021
7	\$ 43,692	\$ 45,655	\$ 48,605
8		\$ 47,969	\$ 51,386
9		\$ 50,335	\$ 54,328
10		\$ 52,854	\$ 57,434
11		\$ 57,705	\$ 62,978

2018-2019

Step	Bachelor's	Professional	Master's
1	\$ 35,557	\$ 35,842	\$ 37,548
2	\$ 36,891	\$ 37,365	\$ 38,936
3	\$ 38,274	\$ 38,952	\$ 40,379
4	\$ 39,709	\$ 40,608	\$ 41,872
5	\$ 41,199	\$ 42,436	\$ 44,224
6	\$ 42,744	\$ 44,347	\$ 46,711
7	\$ 44,347	\$ 46,340	\$ 49,334
8		\$ 48,688	\$ 52,157
9		\$ 51,090	\$ 55,143
10		\$ 53,647	\$ 58,296
11		\$ 58,571	\$ 63,923

B. Longevity

Effective the 2016-2017 school year, the teacher shall receive the following longevity payment in addition to his/her Step 11 Salary:

Number of years beyond Step 11	Yearly Longevity Payment
1-4	\$1400
5-8	\$1600
9 or more	\$2100

C. Degree Advancement

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

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

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

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

D. Prior Service Credit

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

APPENDIX B - Fringe Benefits

- A. The Board will provide the Health Insurance program described below:

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

PLAN A: Community Blue PPO – Plan 15/20% with a \$10/\$40 RX with a \$5000 – One member/\$10,000 – Family (two or more members) in-network deductible and a Health Reimbursement Account.

Dental Plan 100/90/90/90: 1,500 /1,000 with Orthodontic Rider, including internal and external coordination of benefits; \$20,000 Negotiated Life with A. D. & D.; ADN Vision Plan.

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

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

The Board will pay 90% of the entire premium for PLAN B. The Board will pay the statutory “hard cap” limitation towards the entire premium for PLAN A, which limitation includes the deductible payment for the HRA health insurance choice. Any premium in excess of the amount paid by the Board for PLAN A shall be paid by the employee through payroll deduction.

The Board shall have the option to “PAK” insurance.

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

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

The open enrollment period shall be jointly established by the employer, the

union and insurer, including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amounts change which could affect the benefit package.

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

APPENDIX C - Extra-Curricular and Extra Duty Positions

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

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

- B. If a vacancy is known before the end of the school year for the next year in a particular sport/activity, that position shall be posted at least ten (10) days prior to the last scheduled teaching calendar day.

- C. Successful candidates for Appendix C positions will be given a copy of the job description and expectations of their program which will be in effect that year for the position.
- D. The District may, because of financial reasons, cancel any Appendix C activity, but shall pay the employee on a pro-rated basis for services rendered to the cut off day. The District may also remove an employee from an Appendix C activity for any valid reason provided the employee is paid on a prorated basis for services rendered.
- E. All personnel employed on Appendix C shall be observed during the course of the activity. Any complaint against an employee shall be promptly brought to the employee's attention if the nature of the complaint may affect the employee's job status. All persons holding Appendix C positions shall be evaluated no later than thirty (30) working days after the conclusion of the activity. A copy shall be provided to the person evaluated.
- F. The criteria for evaluations shall be based on the written job descriptions, the program expectations, job performance and documented in the formal evaluation form. The employee shall receive an over-all rating of satisfactory or unsatisfactory.
- G. All personnel employed on the Appendix C schedule, who are found to be less than effective will be provided with written notification of any alleged deficiencies. If the individual is continued in the position for the balance of the season/program or in the position for the following season/program, the District shall indicate the expected correction and establish a reasonable period for the correction.
- H. Any personnel who are dismissed from an Appendix C activity shall be notified in writing by the Athletic Director or Building Principal as to the reasons for such dismissal. The employee shall have the right to appeal a dismissal to the Superintendent who shall meet with the employee in an effort to resolve the matter. If the matter is not satisfactorily resolved, the employee shall have the right to a hearing with the Board of Education which will make the final decision as to the employee's status. At his/her option, the employee shall have the right to have a representative of the Association present at any time in the process. The decision of the Board shall be final and binding. The Association shall not initiate a challenge to the Board's decision.
- I. The job descriptions and the evaluation form as ratified by the parties June 1991 are incorporated by reference. Any additions, modifications, or changes are subject to the regular negotiations process.

Extra Duty Pay Schedule

Additional professional service over and above the regular teaching assignment are to be reimbursed at the percentage (%) stated in Appendix C based on a salary of \$34,087. Experience stipends are in addition to the percentage (%) stated.

0-4 years' experience in the same sport or activity -% of Bachelor's 1

5-9 years' experience in the same sport or activity -% of Bachelor's 1 and \$221.10

10 years' or more experience in same sport or activity -% of Bachelor's 1 and \$442.21

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

APPENDIX C - Extra Duty Positions

12%

High School Yearbook (12% outside of class, or 4% if part of class)

10%

Grades 7-8 Yearbook (10% outside of class, or 4% if part of class)

9%

High School Paper (9% outside of class, or 4% if part of class)

8%

High School Academic Games

High School Science Olympiad

High School Quiz Bowl

6%

High School Student Government

5%

Heritage STEM competitions (outside of class)

4%

Junior Class Advisor

Senior Class Advisor

National Honor Society

3%

7-8 Quiz Bowl
Literary Magazine
Sophomore Class Advisor
Freshman Class Advisor
Heritage Student Government

2%

8th Grade Class Advisor
7th Grade Class Advisor

1%

Heritage Spelling Bee

Other

Beginning Band Program: \$1,500.00
6-12 Vocal Music: \$3,750
6-12 Band: \$3,750
HS Department Chair: \$1,500
MME/WIDA Accommodations Coordinator: \$1,200
Advanced Placement Coordinator: \$1,200

APPENDIX D - Curriculum Committee

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

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

APPENDIX E - Calendar

- A. The District recognizes the importance of teacher in-service throughout the year. In-service will be scheduled on a need basis as determined by the Superintendent or his designee.
- B. If during Fall and/or Spring Parent Teacher Conferences a teacher, particularly Kindergarten, needs additional Conference time, they may initiate a joint meeting with the Administration. If the parties agree that a full afternoon of Conferences should be added, the teacher will receive an

additional sixty-eight dollars (\$68.00).

- C. Fall and Spring parent conferences will be scheduled on a meet and confer basis between the District and the Association and placed on the district calendar.
- D. Conferences in each of the buildings will be scheduled at times that do not require the District to spend additional transportation funds.

**STOCKBRIDGE COMMUNITY SCHOOL DISTRICT
2017 - 2018 Calendar**

Month	M	T	W	T	F	Student Teacher		Date
						Days	Days	
August		NT	WD	PD		0	2	22 New Teachers Report
	28	29	30	31		4	4	23 Teacher Work Day
								24 Professional Development (6hrs)
								28 Students Return
September	4	5	6	7	8	4	4	
	11	12	13	14	15	5	5	4 Labor Day
	18	19	20	21	22	5	5	14 Late start students/Morning PD
	25	26	27	28	29	5	5	
October	2	3	4	5	6	5	5	4 Student Count Day
	9	10	11	12	13	5	5	4-5 7-12 Conferences (evening)
	16	17	18	19	20	5	5	12 Late start students/Morning PD
	23	24	25	26	27	5	5	
	30	31				2	2	
November			1	2	3	3	3	8-9 3-6 Conferences (evening)
	6	7	8	9	10	5	5	9 Late start students/Morning PD
	13	14	15	16	17	5	5	15-16 K-2 Conferences (evening)
	20	21	22	23	24	2	2	22 No School – Release Day
	27	28	29	30		4	4	23-24 Thanksgiving Break
December					1	1	1	7 Late start students/Morning PD
	4	5	6	7	8	5	5	22-5 Winter Break
	11	12	13	14	15	5	5	
	18	19	20	21		4	4	
January								8 Students Return
	8	9	10	11	12	5	5	11 Late start students/Morning PD
	15	16	17	18	19	4	4	15 No School – MLK Day
	22	23	24	25	26	5	5	26 End of First semester
	29	30	31			2	3	29 No School K-12 –Teacher Work Day
February				1	2	2	2	
	5	6	7	8	9	5	5	7 Student Count Day
	12	13	14	15	16	5	5	8 Late start students/Morning PD
	19	20	21	22	23	4	4	19 No School - President's Day
	26	27	28			3	3	
March				1	2	2	2	
	5	6	7	8	9	5	5	8 Late start students/Morning PD
	12	13	14	15	16	5	5	14 K-12 Conferences (evening)
	19	20	21	22	23	5	5	30 No School – Good Friday
	26	27	28	29	30	4	4	
April								
	9	10	11	12	13	4	4	2-6 Spring Break
	16	17	18	19	20	5	5	10 No School - 9 th , 10 th and 11 th SAT/PSAT Testing
	23	24	25	26	27	5	5	19 Late start students/Morning PD
	30					1	1	
May		1	2	3	4	4	4	
	7	8	9	10	11	5	5	10 Late start students/Morning PD
	14	15	16	17	18	5	5	28 No School - Memorial Day
	21	22	23	24	25	5	5	
	28	29	30	31		3	3	
June					1	1	1	7 Late start students/Morning PD
	4	5	6	7	8	5	5	12 Last Day - ½ day students, Teacher PM Work Day
	11	12				2	2	

180 Student Days 183 Teacher Days

Stockbridge Community School District requires 30 hours of District Provided Professional Development (DPPD) as scheduled on the above specified late start days and Professional Development Day at the beginning of the year, and/or as mutually agreed upon by the building Principal. It is noted that teachers work 9 additional hours in evening conferences during the course of the school year, 6 in the fall and 3 in the spring. In lieu of a reduction of 3 hours of conference time the expectation for teachers is to document communication with 100 percent of parents.

*Testing administration compensation for the HS SAT/PSAT to be negotiated before the beginning of the 2017-2018 school year

APPENDIX F
(in reference to ARTICLE 5)

If overload pay is selected by the Committee and Superintendent pursuant to Article 5.B.1 to compensate a teacher whose class(es) exceeds the class sizes set forth in Article 5.A., the amount of the overload pay shall be based upon the following formula. Overload pay shall be made at the end of the school year in the last paycheck.

Elementary (K-6)

Number of Students Over Class Size Maximum	Overload Pay
1-3	\$750 per semester
4 or more	\$1000 per semester

Junior High (7-8)

Number of Students Over Class Size Maximum	Overload Pay
3-4	\$200 per block per semester
5 or more	\$470 per block per semester

Senior High (9-12)

Number of Students Over Class Size Maximum	Overload Pay
3-4	\$250 per block per semester
5 or more	\$587 per block per semester

No overload pay shall be made for a class unless the class is overloaded for sixty (60) or more days in a semester. Orange/Black skinny class amounts adjust in label to 'per Block per year' and sixty (60) or more days in a Year.

APPENDIX G – Additional Compensation

If a teacher accepts a class in lieu of his/her preparation period, or is assigned an extra class, the teacher will receive extra compensation prorated according to his/her own teaching schedule, including block scheduling equal to one-fifth (1/5) of his/her salary for a five (5) period day, one-sixth (1/6) of his/her salary for a six (6) period day and one-seventh (1/7) of his/her salary for a seven (7) period day.

At the Junior High, on the 2-Exploratories/4-Core Day:

Class	Extra Compensation
Year-Long Exploratory Period	1/8
Year-Long Core Period	1/5

At the Senior High, on the 4 Block Day:

Class	Extra Compensation
Semester-Long Block	1/8
Year Long Orange/Black "Skinny"	1/8

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

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

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

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