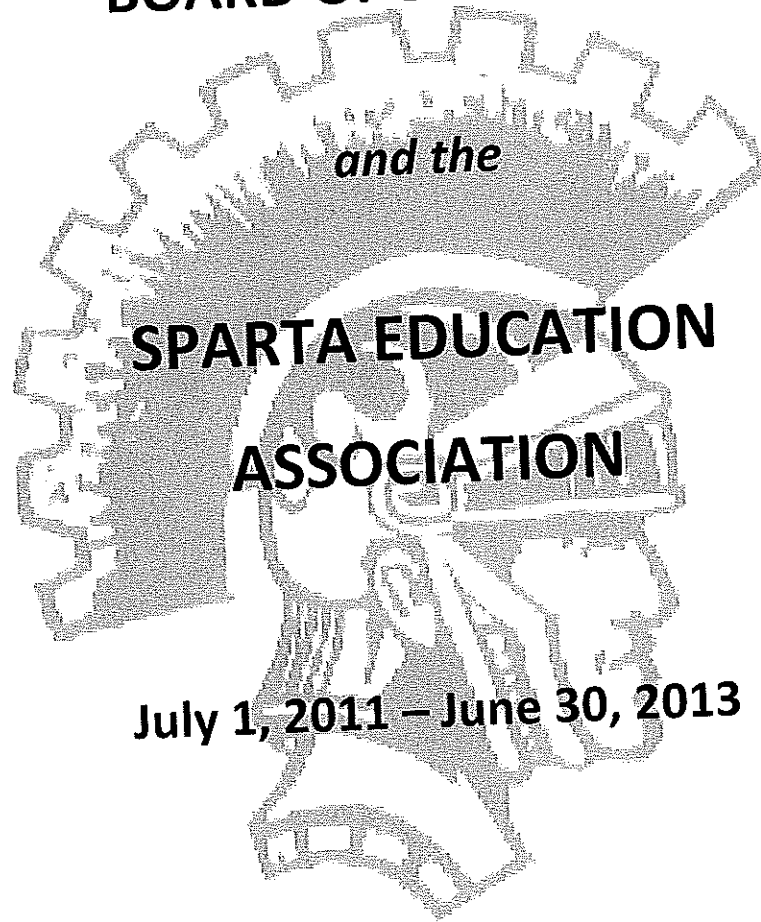


**MASTER CONTRACT AGREEMENT**

Sparta Area Schools  
**BOARD OF EDUCATION**



July 1, 2011 – June 30, 2013

Official Copy

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## **AGREEMENT**

This agreement is made and entered into as of July 1, 2011, until June 30, 2013, by and between the Board of Education of the Sparta Area Schools (SAS) hereinafter called the "Board" and the Sparta Education Association (SEA/MEA/NEA) hereinafter called the "Association".

## **WITNESSETH**

The Board and the Association recognize and declare that providing a quality education for the children of Sparta Area Schools is their mutual aim and that the character of such education depends predominately upon the quality and morals of the teaching service, and

The members of the teaching profession are particularly qualified to assist in curriculum matters designed to improve educational standards, and

WHEREAS the Board has a statutory obligation to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize and agree as follows:

## **ARTICLE I** **Recognition**

Section 1.1 - The Board hereby recognizes the Sparta Education Association, the Michigan Education Association, and the National Education Association (SEA/MEA/NEA) as the sole and exclusive bargaining agent as defined in Section Eleven of PA 379, of Public Acts of 1965, as amended, for all Association members who are employed by the Sparta Area Public Schools, including personnel on tenure, probation, permanently employed substitute teachers, vocational education teachers, guidance counselors, librarians, social workers, school psychologists, speech pathologists, Englishville alternative education teachers, part-time teachers under full year contract employed or to be employed by the Board (whether or not assigned to a public school building). Such representation shall cover all personnel assigned to newly created positions except those that are supervisory as determined under PA 379.

Section 1.1.A - Such representation shall exclude supervisory, administrative, executive, office, and clerical employees, and all other non-teaching personnel.

Section 1.1.B - The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the SEA/MEA/NEA.

Section 1.1.C - The Board agrees not to negotiate with or recognize any teachers' organization for negotiating purposes other than the Sparta Education Association (SEA/MEA/NEA) for the duration of this agreement.

## **ARTICLE II**

### **Association Representation**

Section 2.1 - Within fifteen (15) days of the beginning of his/her employment hereunder, each teacher will sign and deliver to the Association an assignment authorizing the deduction of his/her membership dues of the Association - including the National Education Association, the Michigan Education Association, and Sparta Education Association or will authorize said sum to be deducted and forwarded to the Association. The assignment form shall be provided by the Association. Such sum shall be deducted by the Administration in ten (10) monthly installments beginning in September and ending in June unless the employee is a new hire or circumstances beyond the Administration's control prevent the deductions from occurring in this manner.

Section 2.2 - Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the Sparta Education Association. The teacher may authorize payroll deduction for such fee. In the event that a teacher shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, as provided in the preceding Article, the Board shall, at the request of the Association, make mandatory deduction of such dues/fees for the teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for such action.

Section 2.3 - The Association, in all cases of violation of this Article, shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

Section 2.4 - In the event of any action against the Board brought in a court or administrative agency because of its compliance with Article II, Section 2.1 (agency shop provision and payroll deduction of dues) of this Agreement, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- A. The Board gives timely notice of such action to the Association; and
- B. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

Section 2.5 - The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the Board's compliance with Article I, Section 2.1. Further, that the Board reserves the right to review and be consulted concerning the settlement prior to its implementation.

Section 2.6 - Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

**ARTICLE III**  
**Board Rights**

Section 3.1 - In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Sparta Area School District consistent with community resources the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration and not by way of limitation the following:

- A. The right to executive management and administrative control of the school system and its properties and facilities and activities of its employees.
- B. The right to hire all employees and subject to the provisions of the law to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; to promote, and transfer all such employees.
- C. The right to establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
- D. The right to decide upon the means and methods of instructions, the selection of textbooks and other teaching materials and the use of teaching aids.
- E. The right to determine class schedules, class size, the hours of instruction, duties, responsibility, and assignments of teachers.

Section 3.2 - The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by the express provision of this Agreement.

**ARTICLE IV**  
**Teacher Rights**

Section 4.1 - The Board hereby agrees that every teacher as defined in Article I, Section 1.1, employed by the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in negotiation for mutual aid and protection. The Board agrees that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 4.2 - The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, physical characteristics, or membership in or association with the activities of any employee organization.

Section 4.3 - Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher outside of the school shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

**ARTICLE V**  
**Sparta Education Association Rights**

Section 5.1 - The SEA and its members shall have the right to use school building facilities at all reasonable hours for meetings upon clearance with the Administration. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards, local telephone service, intercom service, interschool mail, and teacher mail boxes shall be made available to the SEA and its members according to established policy in effect at the signing of the Agreement.

Section 5.2 - The Board agrees to furnish to the SEA a monthly report of general fund receipts and disbursements, tentative budgetary requirements, allocations, and such other information as will assist the SEA in developing intelligent and accurate information which may be used by the SEA for the purpose of processing any grievance or of preparing for negotiations only.

Section 5.3 - The Board shall make available to the SEA, upon request, all fiscal, budgetary and tax information affecting the district which is normally available to the district residents. The SEA shall, whenever feasible, have the opportunity, in advance, to consult with the Board with respect thereto prior to general publication.

Section 5.4 - The Superintendent shall place on the agenda of a regular Board meeting and present any subject requested by the Sparta Education Association Executive Board if such a request is made in writing to the Superintendent at least one (1) week prior to the Board meeting.



**ARTICLE VI**  
**Cooperative Decision Making** (in the School Improvement Process)

Section 6.1 - Teachers will be involved in co-operative decision-making at both the building and district level for the purpose of school improvement, professional development, curriculum planning, and the introduction of new, innovative, or pilot programs. It is a process through which those individuals responsible for the implementation of a decision at the building and district level are actively and legitimately involved in the making of decisions. The School Improvement Process (resulting in co-operative decision making will) involve teachers, administrators, and other educational stakeholders in planning and problem-solving.

Section 6.2 - In implementing the School Improvement Process, the Board and Association agree that decision-making bodies and school improvement teams shall in no way intrude on the integrity of this agreement. In the event that any decision or action violates, contradicts, or is inconsistent with any provisions of this agreement, the terms of this agreement will prevail. However, the Board and Association recognize that changing circumstances and conditions may necessitate possible modification of certain provisions of this agreement. Accordingly the two parties agree to meet periodically to consider the decisions as a result of the School Improvement Process and how they affect this agreement. Any resulting modification of this agreement must be mutually agreed to in writing by the Board and Association.

The Board and Association recognize that not all decisions are appropriate to be made through the School Improvement Process. When a question arises as to the jurisdiction of a decision, the Association leadership and the Superintendent will co-operatively reach an agreement upon the level at which the decision is to be made.

Section 6.3 - The District School Improvement Team shall establish specific operating procedures for the School Improvement Process. These procedures shall be in force for the duration of this agreement and open for review at its expiration. These operating procedures will use the following principles as guidelines:

- A. All of the Building School Improvement Teams shall reasonably reflect and be representative of the various department, grades, areas, buildings, etc.
- B. The teacher members of the Building School Improvement Team shall be elected by the professional staff at a regular faculty meeting.
- C. Each teacher shall be a member of a particular strategic planning committee.
- D. The chairpersons of Building School Improvement Teams and Strategic Planning Committees shall be teachers.
- E. An effort will be made to use consensus, 100% of those present, in decisions or recommendations reached by all the bodies. However, if this is not possible, then at least 75 percent of those present must agree with the decision or recommendation.
- F. Any recommendations from a Building School Improvement Team to its building staff must receive the support of at least 75 percent of those present in order for a proposal to be sent to the District School Improvement Team.

**ARTICLE VII**  
**Professional Compensation**

Section 7.1 - The salaries of teachers covered by this Agreement are set forth in Appendix I, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

Section 7.1.a - Teachers with a bachelor's degree plus 18 hours on an approved master's degree program will be placed on the AB+18 scale.

Teachers who do not meet the above criteria, but rather have 30 graduate/undergraduate semester hours beyond the AB/BS will be placed on the AB+30 scale. Hours earned to be placed on the AB+30 scale can not be credited towards MA+18 or MA+30. Twelve (12) hours of the 30 must be approved by the Superintendent and earned after June 1, 1984. (18 graduate hours within the curriculum or program of the Sparta Area schools will be "grandfathered" to meet this 30 hours criteria.)

Section 7.1.B - Increments become effective at the beginning of each school year. Advancement on the salary schedule due to completion of degrees or required courses will be effective only at the beginning of either semester following the completion and submission of proof of such degree or required courses. (Any of the above completions coming prior to February 15 will be allowed at the beginning of the second semester.)

Section 7.1.C - All persons regularly employed on a part time basis shall receive compensation, fringe benefits, and credit on the salary schedule in proportion of their employment.

Section 7.1.D - Credit for previous experience will be based on evaluation of prior teaching experience and credit given by placing the new teacher on one (1) of the salary schedule steps as warranted by evaluation.

Section 7.2 - The salary schedule for a weekly teaching load is based on the School Calendar and weekly teaching hours as stated in Article VIII. Such hours will remain in effect (as stated in 8.2) during the term of this Agreement.

Section 7.3 - Teachers individually contracted for extra duty assignments as set forth in the Appendix, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of the Agreement without deviation. This provision shall not prohibit an employee from volunteering for an assignment nor shall it prohibit the Board from accepting a volunteer providing the position being volunteered for is not listed in schedules A or B in the Appendix.

Section 7.3A - In addition to the basic teacher salary as provided above, there shall be paid the specific percentage of the teacher's salary for the following assignments: See Schedule A and B. (All extra reimbursement will be paid in a lump sum upon completion of the extra-curricular assignment.) Compensation for coaching new sports shall be determined with a comparable sport.

\*Individuals who have been coaching in these sports who would be adversely affected by the new percentages

\*\*Credit for previous experience will be based on an administrative evaluation of previous experience and credit given by placing the new head coach on one (1) of the salary schedule steps as warranted by evaluation.

Section 7.4 - Teachers requested in the course of their work, to drive personal automobiles from one school building to another shall receive .40 per mile. The same reimbursement shall be given for use of personal cars for field trips or other business of the district upon approval of the Superintendent.

Section 7.5 - A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any grievance procedure, including arbitration, shall be released from regular duties without loss of salary.

Section 7.6 - Upon approval of the Superintendent, an officer or member of the Association may be released from regular duties without loss of salary, for the purpose of participating in Association business. Other representatives may be released for the above activities, with loss of pay upon approval of the Superintendent. A minimum of five (5) days shall be approved.

Section 7.7 - The President of the Association shall be released as needed, without loss of salary, from regular duties during times of the day when he or she is not directly involved with students.

Section 7.8 - Each teacher's salary will be compensated in twenty-six (26) or twenty-two (22) equal bi-weekly pay periods. Teachers shall make the designation for the twenty-six (26) or twenty-two (22) pays by June 15<sup>th</sup> of the previous school year. If employment is discontinued, at any time, the last paycheck will be prorated for the portion of the school year worked. All benefits subsidized by the Board of Education will be prorated for the portion of the school year worked. Payroll deductions authorized by the employee will be discontinued as of the date employment was terminated. Benefits for teachers going on leaves of absence will be subsidized on a prorata basis for the year according to the amount of the completion of the individual contract.

Section 7.9 - Each teacher completing graduate hours beyond his/her Master's Degree shall receive credit on the Salary Schedule provided such hours are within the curriculum or program of the Sparta Area Schools. All courses for teaching credit on the Salary Schedule and for course reimbursement must be pre-approved by the Superintendent. Pre-approval forms are to be completed by the teacher and submitted to the Superintendent's Office. All graduate hours earned prior to January 1, 1980, will be "grandfathered" and applied to the M.A. plus schedules. Undergraduate and/or other courses not meeting the above criteria may be approved by the Superintendent.

Recognizing the need for continued professional development, the Board agrees to the following:

- A. Tuition reimbursement only for those who have achieved MA +30 (\$5,000 maximum district liability).
- B. An employee who has earned his/her Continuing Certificate and has achieved MA +30 will be reimbursed at the rate of actual cost up to a maximum of \$500.00 per contract year for additional coursework.
- C. The Board limits its responsibility to a maximum payment of \$5,000 per contract year (July 1 - June 30) for all teachers involved.