

## INDEX

	PAGE
PREAMBLE .....	1
ARTICLE I - RECOGNITION .....	1
ARTICLE II - TEACHER'S RIGHTS .....	2
ARTICLE III - BOARD RIGHTS .....	3
ARTICLE IV - PROFESSIONAL COMPENSATION .....	3
ARTICLE V - PERIOD OF EMPLOYMENT .....	4
ARTICLE VI - TEACHING LOADS & ASSIGNMENT .....	6
ARTICLE VII - TEACHING CONDITIONS.....	7
ARTICLE VIII - VACANCIES, PROMOTIONS & TRANSFERS.....	8
ARTICLE IX - TEACHER EVALUATION.....	8
ARTICLE X - LAYOFF & RECALL.....	9
ARTICLE XI - LEAVE PAY .....	11
ARTICLE XII - LEAVES OF ABSENCE .....	11
ARTICLE XIII - CODE OF ETHICS (Professional Standards).....	14
ARTICLE XIV - PROCEDURES FOR HANDLING GRIEVANCES .....	16
ARTICLE XV - REOPENING CLAUSE .....	18
ARTICLE XVI - TEACHER PROTECTION & STUDENT DISCIPLINE .....	18
ARTICLE XVII - NO STRIKE .....	19
ARTICLE XVIII - LRE/MEDICALLY FRAGILE.....	19
ARTICLE XIX - FRINGE BENEFITS .....	19
SCHEDULE A.....	22
EXTRA DUTY PAY .....	25
TERMINATION OF AGREEMENT .....	28
LETTER OF UNDERSTANDING.....	29
LETTER OF AGREEMENT .....	29
CALENDARS .....	30

## **AGREEMENT**

This Agreement entered into this 22<sup>nd</sup> day of October 2008, by and between the St. Charles Community Schools of St. Charles, Michigan, hereinafter called the "Board" and the St. Charles Education Association, MEA, NEA, hereinafter called the "Association".

## **WITNESSETH**

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

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

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

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

### **ARTICLE I - RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for all certified professional teaching personnel regularly employed by the Board of Education including classroom teachers, counselors, librarians, home-school agency coordinators, alternative education teachers, and at-risk 4 year old teachers; but excluding supervisory and executive personnel, athletic director, community education teachers, per diem appointments, substitute teachers, and all other employees of the Board. A long term substitute teacher who has been employed in one teaching assignment for 120 days or more during a school year will be included in the bargaining unit for the duration of that assignment only. The term 'teacher', when used hereinafter in this Agreement, shall refer to all employees of the Board represented by the Association in the bargaining unit as above defined and referenced by the Association in the bargaining unit as above defined, and reference to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. The Association agrees not to negotiate with anyone other than the Board or its designated representatives for the duration of this agreement.
- D. Within five (5) days of the beginning of their employment, hereunder, teachers who wish to do so may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National Education Association and the Michigan Education Association). Annual authorization for dues and deductions shall be confined to a limited period at the beginning of the school year, not less than one (1) week in length, as determined by the business manager.
- E. If these deductions are to affect more than twenty (20) payroll periods, consent of the Board shall be required annually for such extensions of deductions.

- F. An employee who does not make application for membership within five (5) days from the date of commencement of employment or the beginning of the school year, whichever is later, shall as a condition of employment, pay a service fee to the Association in a legally permissible amount as specified by the Association not to exceed the dues uniformly required to be paid by members of the Association.
- G. In the event that an employee shall not pay such service fee or membership dues directly to the Association or authorize payment through payroll deduction, the Board shall, at the request of the Association, terminate the employment of the teacher. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is cause for termination of employment.
- H. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Association further agrees to indemnify the Board of any costs, damages or financial obligation of any kind which may be assessed against the Board as the result of said suit or action including the cost of unemployment compensation.
  - 1. The Board agrees to give notice of action brought against the Board regarding this Article.
  - 2. The Board will assist the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- I. Upon written authorization from the teacher, the Board will make payroll deductions for credit union, United Way and Board approved annuities.

## **ARTICLE II - TEACHERS' RIGHTS**

- A. The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation in respect to hours, wages and terms or conditions of employment. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by laws of the State of Michigan or the Constitution of Michigan and the United States, that it will not discriminate against any teacher with respect to hours, wages or terms and conditions of employment by reason of his/her membership in the Association, his participation in any legal activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement. Any alleged violation of the provisions of this section shall not be processed as a grievance but may only be processed in the appropriate forum.
- B. The Board agrees to allow the Association, in response to reasonable requests from time to time, access to available information concerning the financial resources of the District, tentative budgetary requirements and allocations, and such other information which will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the teachers provided; however, the Board reserves the right to deny to the Association information deemed by the Board to be part of the confidential personnel file. The Board recognizes the mutual advantage of negotiating with employee representatives sufficiently informed for intelligent discussions, and the above restriction on access to information is in the spirit of protecting individual rights rather than hindering informed negotiations.
- C. Association representatives employed by the Board shall have the right to use school buildings at all reasonable hours for meetings, provided advance arrangements are made with the building administrator and such use falls within Board policy.
- D. Association representatives employed by the Board shall have the right to use copy machines providing advance arrangements are made with the building administrator. Costs of such copies shall be in accordance with Board policy.

- E. Each teacher shall have the right to review the contents of his/her personnel file pursuant to provisions of law. At the teacher's option, an Association representative may accompany the teacher during this review.
- F. No tenure teacher shall be discharged or reduced in rank or compensation with respect to regular teaching assignments without just cause.

### **ARTICLE III - BOARD RIGHTS**

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

### **ARTICLE IV - PROFESSIONAL COMPENSATION**

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. At the time of initial employment in this School District, the Board reserves discretionary right to modify the amount of credit granted such prospective employee for experience outside this School District in accordance with the evidence available to them regarding the caliber, stability and the appropriateness of such experience to the assignment for which they are being considered in this District. Such initially granted credit shall not be increased or reduced as a result of subsequent modification in the general salary schedule.
- C. Extended time programs may be established at the discretion of the Board and compensation provided for under Schedule A, this excludes HSAC (Home-School-Agency Coordinator).
- D. Teachers involved in extra duty assignments as set forth in Schedule A which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement. These salary supplements shall apply only when such teacher is a regular bargaining unit member teaching in the regular daily schedule, this excludes HSAC (Home-School-Agency Coordinator).
- E. A teacher may elect once per year on the teacher's first working day any one of the following options for payment of his/her professional salary:
  - 1. Salary divided into twenty-six (26) pays, paid every two (2) weeks with the balance paid with the twenty-first (21st) pay.
  - 2. Salary divided into twenty-six (26) pays, paid every two (2) weeks with the balance throughout the summer.
  - 3. When a calendar year requires payroll adjustments to take place, salary will be divided into twenty-seven (27) pays and provide for a payoff in the first (1<sup>st</sup>) pay period after the conclusion of the school year.
- F. Classroom teachers, who are asked to teach up to a maximum of four (4) non-concurrent Independent Study students during their normal instructional schedule, will receive \$250 per nine week marking period (\$1,000 yearly). This compensation will be paid as additional salary at the end of each semester much as are schedule B payments for coaches and extra duty assignments. Non-Concurrent Independent Study students are defined as any student who is not taking a sequential course aligned with the hourly course assignment (i.e., Drafting 1-2-3,

Spanish 1-2-3, Psychology 1-2, Business, Computers, or any other non-core academic linear courses in the curriculum).

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

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

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

G. Salary schedule credit for part-time teachers shall accrue at the same rate as for full-time teachers.

H. Salary Schedule Advancement:

1. New Teachers: Teachers hired after the start of the school year will receive a full step if they teach at least ninety percent (90%) of the school year.  
Teachers hired after the start of the second semester will receive one-half (1/2) step if they teach at least ninety percent (90%) of the semester.
2. Returning Teachers. Returning teachers receive a full year's credit unless they were on unpaid leave of absence of a semester or more. There will be no deduction of salary experience credit for unpaid leave for illness, worker's compensation, or study, providing the teacher worked during any part of the year.
3. Payment for step advances on the salary schedule for new and returning teachers will be determined at the beginning of each school year.

#### **ARTICLE V - PERIOD OF EMPLOYMENT**

A. The school year consisting of one hundred seventy eight (178) full days of instruction and one hundred eighty-five (185) teacher work days shall be within the authority of the Board to establish annually.

1. The Association shall be given an opportunity to present its recommendations concerning the in-service days to the superintendent prior to the establishment of such days by the Administration.
2. All teachers taking the individual in-service day will be required to fill out the necessary forms. Teachers who report to the district to work on approved curriculum, assessments, or approved school improvement activities for their individual in-service day will receive a stipend of ¼ % of BA+ step 1.
3. There shall be one (1) day at the end of each semester for teachers for the purpose of marking cards and record keeping. All teachers shall be expected to complete the required reports and inventories prior to receiving final paychecks.
4. School shall not be scheduled on any legal holiday, and in addition, the following recess periods shall be observed during the school year:

Labor Day recess  
Thanksgiving recess  
Christmas recess  
Easter recess  
Memorial Day

5. One hundred eighty-five (185) days shall be used for the purpose of calculating additional pay or for deductions.
6. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs, or health conditions as defined by the city, county or state health authorities, may be rescheduled at the discretion of the Board of Education to insure that the number of actual student instruction hours required in order for the district to receive full state aid are held. Teachers will receive their regular pay for days that are canceled but shall work on any rescheduled days with no additional compensation. Teachers shall not be required to work on days that are canceled.

In no event shall the number of actual instructional days be less than 178 unless otherwise determined by the Board of Education. The combination of instructional and professional development hours shall not be less than 1,098.

7. The Board of Education shall not be required to cancel a 'work day' (i.e., a day when teachers report but students are not in session such as an end of semester grading day, a parent-teacher conference day, or an in-service day) or that portion of any day which is scheduled to be a partial 'work day' even though students do not report. However, the Board may do so in its discretion. The Board shall not be required to reschedule a 'work day' or a partial 'work day' that is canceled. If such a day is to be rescheduled, the Board will consult with the Association as to the scheduling of said day.
8. Any decision to cancel and/or reschedule days shall not be grievable unless it results in a violation of this section.
9. Total annual salary is based upon one hundred eighty-five (185) days during the entire school year regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board. Teachers will be paid an additional per diem rate only for any days, which they are required to work as part of the regular school year beyond one hundred eighty-five (185).
10. In the event a teacher receives unemployment compensation benefits (which as used herein also includes 'under employment benefits') during the school year (associated with his/her regular teaching assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the teacher works those instructional days at a later time, the teacher will have his/her pay adjusted, such that his/her unemployment compensation plus the salary paid to the teacher for the year will be equal to the annual salary he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons.
11. Any days, which must be made up, will be scheduled on consecutive weekdays in June. The last teacher workday will be rescheduled after the last student day. Contractual make-up days for school closings due to inclement weather are to be added to the end of the calendar after thirty (30) hours or as determined by state law.

B. The length of the school day for all teachers, exclusive of duties referred to in paragraphs 3, 4, and 5 below and exclusive of conferences with parents and IEPC meetings at which attendance may be required outside regular work hours, shall be established by the Board but shall not exceed 7 hours and 45 minutes including the lunch period. The actual times of the school day in the various buildings shall be established by the Board at its discretion. Ten (10) minutes of each day may be used for a wellness program if no other professional activities are planned. A guideline is attached at the end of the contract for reference. Principals will determine the specific start/stop times of each building.

1. a. All teachers shall be at their assigned places of duty at least fifteen (15) minutes before classes commence.

- b. All teachers shall remain at their assigned place of duty at least twenty (20) minutes after students are dismissed at the end of the school day.
2. Teachers may be required to devote up to two (2) clock hours per week to inservice or staff-administrative meetings. Within the limits of practicality, such in-service or staff-administrative meetings shall be scheduled within the time blocks defined in "B" above. At the discretion of the principal this time may be spent working with children.
  3. Compensation for specific extra-duty assignments as provided for under the salary schedule (Schedule A) shall not be bound by the above general hour limitations.
  4. Teachers who supervise extra-duty responsibilities where admission is charged not specifically provided for in Schedule A, may be compensated at the rate of \$9.00 per activity.
  5. Recognizing the importance of public understanding and good will to both the effective instructional and adequate financial aspects of the school's operation, teachers shall make a general practice of attending Parent/Teacher Association meetings and/or open houses at their teaching levels.
- | School Year               | 2008-09 | 2009-10 | 2010-11 |
|---------------------------|---------|---------|---------|
| Total Days                | 185     | 185     | 185     |
| Instructional Days        | 178     | 178     | 178     |
| Teacher Work Days         | 3       | 3       | 3       |
| Professional Develop      | 4       | 4       | 4       |
| Individual In-service Day | 1       | 1       | 1       |

**ARTICLE VI  
TEACHING LOADS AND ASSIGNMENTS**

- A. It is specifically understood that the School District is mandated to comply with the requirements of the Elementary and Secondary Education Act / No Child Left Behind (ESEA/NCLB).
- B. The Board shall assign teachers according to No Child Left Behind federal requirements when placing them in teaching positions.
- C. Secondary teachers, except for counselors and librarians, shall be scheduled for five (5) teaching periods, one (1) advisory/media period and one (1) preparation period, which shall be used in accordance with the procedure outlined in the Policy Handbook. The secondary preparation period will be at least fifty-two (52) minutes in length. Counselors and librarians will not receive a preparation period and shall work at least the same length of day as classroom teachers. Elementary teachers shall receive a minimum of 200 minutes which consist of at least 30-minute periods for the purpose of preparation, which shall be used in accordance with the procedure outlined in the policy handbook.
- D. Teachers who will be affected by a change in grade assignments in the elementary school grades and changes in subject assignments in the secondary school grades will be notified in writing by Principals as soon as practical and prior to July 1. If circumstances necessitate a modification of teaching assignment subsequent to the above date, every reasonable effort will be made to limit them to changes, which are mutually acceptable to the teacher. If necessity dictates a change in assignment after July 1, which is not voluntarily consented to by the teachers, such shift shall not be to an assignment outside the K-3, 4-6 grade span preference; nor in the case of a secondary teacher to a subject area in which he/she fails to meet NCLB federal requirements.
- E. Teachers who consent to serve as a supervising teacher for college intern students shall be compensated in an amount equal to that provided by the college for this purpose.

- F. Preferences for regular teaching assignments or extra-duty assignments may be indicated on the letter of intent slips by the teacher and their choices will be considered by the administration in making such assignments.
- G. Every effort shall be made to provide a full schedule for returning teachers before new personnel are assigned, providing that the returning teacher is certified and qualified according to the NCLB federal requirements.
- H. Every effort shall be made to provide a new teacher with a mentor who is a tenured teacher within the same building, department or grade level.

## **ARTICLE VII – TEACHING CONDITIONS**

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

2. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

## **ARTICLE VIII VACANCIES, PROMOTIONS & TRANSFERS**

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

## **ARTICLE IX – TEACHER EVALUATION**

- A. Routine evaluations shall be conducted by a building principal or assistant principal or other administrator. However, this does not preclude the consideration of the composite Board judgment or the use of qualified professional personnel from outside the staff on a consultant basis for evaluation purposes. The Board of Education agrees to follow the evaluation procedures with the understanding that the content of such evaluations are not a proper subject for the grievance procedure as outlined in Article XIV of this Agreement
- B. Probationary teachers shall be evaluated at least twice during the school year.
  1. The first evaluation will take place between the end of the third week and Dec. 10<sup>th</sup>. In the first year of the probationary period, an Individualized Development Plan (IDP) will be developed at the post-observation conference. The post-observation conference will occur within five (5) school days from the first observation. In subsequent years, the IDP will be revised and reviewed at the first post-observation conference.

2. The second evaluation and post-observation conference will take place between the first week after second semester and March 31<sup>st</sup>.
  3. The final written evaluation conference will take place no sooner than March 15<sup>th</sup> and no later than April 10<sup>th</sup>.
  4. The IDP will be reviewed and revised at the final evaluation conference.
- C. Tenure teachers shall be evaluated a minimum of once every two years.
1. The first observation will take place between the end of the third week of school and December 10<sup>th</sup>. The post-observation conference will occur within five (5) school days from the first observation.
  2. The second observation and post-observation conference will take place between the first week after second semester and May 1<sup>st</sup>.
  3. The final written evaluation conference will take place no sooner than March 1<sup>st</sup> and no later than May 10<sup>th</sup>.
- D. Each evaluation shall include, but not be limited to two (2) personal observations for a minimum of fifteen (15) consecutive minutes.
- E. A copy of the written evaluation shall be submitted to the teacher at the time of the evaluation conference. One (1) copy is to be signed and returned to the Administration. The other copy is to be retained by the teacher. In the event a teacher feels the evaluation was unjust, he/she may put his/her objections in writing and may request in writing a second evaluation to be conducted by the Superintendent or the Superintendent's designated representative. Every effort will be made to complete this evaluation prior to the end of the school year. These objections and the accompanying request shall be attached to the evaluation report and be placed in her/his personnel file.
- F. A copy of any written evaluation material, including written information forming the basis for disciplinary action, originating locally which is placed in a teacher's personnel file and is pertinent to the teacher's employment within the St. Charles School District shall be furnished to the teacher prior to placement in the file, and said teacher shall have right to file a response thereto.
- G. The required formal observation(s) shall be conducted openly and teachers will be given a minimum of five (5) days notice before an observation will take place. The use of closed circuit television, public address systems, audio systems or other similar surveillance devices for evaluation purposes shall not be permitted without the knowledge and consent of the teacher
- H. Should deficiencies be recorded in the work performance of a teacher, the evaluator will provide the teacher with written recommendations for improvement and suggestions for implementing the recommendations.
- I. No evaluation shall be based entirely on observations conducted on the day preceding a holiday or recess, or on the day a teacher returns from a leave of any kind.

#### **ARTICLE X – LAYOFF & RECALL**

The Board of Education retains the right to determine the school program and the necessity for the layoff and recall of teachers subject to the following provisions.

- A. Probationary teachers shall be laid off first so long as there are tenured employees remaining who have the certification and qualifications according to NCLB federal requirements to perform the work remaining in the program that has been established by the Board.
- B. If the layoff of tenured teachers is necessary, then tenured teachers who have the least amount of seniority shall be laid off after the probationary employees so long as there are employees remaining who have the seniority, certification, and qualifications according to NCLB federal requirements to perform the work remaining in the program that has been established by the Board.

- C. Qualifications: For the purposes of this Agreement, 'certified' shall be defined by the Department of Education; and 'qualified' shall be determined by meeting the NCLB federal requirements and as follows, except for one (1) period per day, which may be assigned by the Administration without compliance with these requirements.
- D. No later than thirty (30) days following the ratification of this Agreement, and by every September 30 thereafter, the Board shall prepare a seniority list. Seniority is defined as length of unbroken service within the bargaining unit and, subject to Article VIII, Paragraph E, shall be computed from the employee's first day of work from the most recent date of hire, subject to all other provisions of this Article. All employees shall be ranked on the seniority list in the order of their seniority. In the event more than one employee has the same seniority date, a drawing shall be held to determine placement on the list. The Association and employees affected will be notified, in writing, of the date, place and time of the drawing.
- E. A copy of the seniority list shall be given to the Association.
- F. Seniority shall continue to accumulate when an employee is laid off, on a military leave, sick leave or a leave as provided in Article XII, I. Seniority will not be broken but shall not continue to accrue during any other leave of absence. Seniority shall be terminated when an employee resigns, retires or is discharged.
- G. Teachers returning from any leave of absence shall be considered for a position in accordance with the provisions of this Article.
- H. Recall shall be in inverse order of the layoff procedure.
- I. Notice of recall from layoff shall be sent to the employee's last known address by registered or certified mail. It shall be the responsibility of the employee to notify the Board of his/her intent to return on the date specified in the notice.
- J. Employees who are notified by certified mail of recall and fail to respond within ten (10) days or who fail to report for teaching duties by the date specified in the notice, shall be considered resigned, unless granted a time extension by the Board. (Days shall be defined as postal days.) It is the employee's responsibility to keep her/his address with the School District current.
- K. Teachers shall inform the superintendent in writing of any contemplated changes in certification or qualifications by May 1 of each year. Changes in a teacher's certification or qualifications by August 20 of any year, shall entitle the teacher to be assigned to a position for which the teacher is newly certified and qualified according to NCLB federal requirements on the basis of tenure and seniority prior to the start of that year but not during the school year unless there is a vacancy. Changes in a teacher's certification or qualifications according to NCLB federal requirements after August 20 shall not entitle the teacher to be assigned to a position for which the teacher is newly certified or qualified unless there is a vacancy.
- L. The Board of Education shall have no obligation to reassign or transfer employees around in order to make positions for which tenure teachers or teachers with greater seniority would be certified and qualified according to NCLB federal requirements but may do so in its discretion. The Board of Education shall have no obligation to create part-time positions.
- M. A teacher who is laid off and who is paid unemployment compensation benefits (associated with his regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teaching position by the fourth Friday of the next school year will be paid according to an annual salary rate, such that her/his unemployment compensation plus that annual salary rate will be equal to the rate or salary he/she would have earned for the school year had he/she not been laid off.

## **ARTICLE XI – LEAVE PAY**

- A. All teachers absent from duty on account of personal illness or any other approved reason that have been in the employ of the Board shall be allowed full pay for a total of ten (10) days per year, accumulative to ninety (90) days. The district will maintain yearly totals of sick leave beyond the 90 accumulated days for employees.
  
- B. If a teacher retires at the end of a school year (i.e., the period from the end of the teacher work year in June until June 30th) from the St. Charles Community Schools under the provisions of the Michigan Public Schools Retirement Program, and provides advance notice of such retirement to the District as set forth below, he/she shall receive:
  - 1. fifty dollars (\$50) per day for their total number of unused sick days as of the end of the school year, if the teacher provides an irrevocable notification of retirement in writing to the superintendent before the close of the business day on January 31<sup>st</sup>;
  - 2. forty dollars (\$40) per day for their total number of unused sick days as of the end of the school year, if the teacher provides an irrevocable notification of retirement in writing to the superintendent before the close of the business day on February 28<sup>th</sup>;
  - 3. thirty dollars (\$30) per day for their total number of unused sick days as of the end of the school year, if the teacher provides an irrevocable notification of retirement in writing to the superintendent before the close of the business day on March 31<sup>st</sup>; and

If a teacher retires from the St. Charles Community Schools under the provisions of the Michigan Public Schools Retirement Program and does not meet the advance notice requirements set forth above, or retires at a time other than at the end of the school year, he/she shall receive twenty dollars (\$20) per day for their total number of unused sick days.

Payment for unused sick days will be made on the first payroll after July 1<sup>st</sup> following retirement.

- C.
  - 1. In the case of extreme and unusual illness; the Board and the Association may set up a committee of not more than three (3) members each for the purpose of establishing a bank of sick leave days to be used by a teacher with extreme or unusual illness.
  - 2. The Board and Association Committee would have the authority to approve a sick leave bank up to a maximum of forty-five (45) sick leave days subject to the following:
    - a. Such days are accrued by voluntary donations of sick leave days from individual teachers.
    - b. The payment of donated days shall be at the LTD rate.
    - c. The payment will terminate at the point the involved teacher is eligible for long-term disability, worker's compensation or any other payments from any source, except personally paid insurance.

## **ARTICLE XII - LEAVES OF ABSENCE**

- A. Any teacher whose personal illness or disability extends beyond the period compensated under Article XI shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness or disability. Upon return from leave, a teacher shall be assigned to the same position if available or to a substantially equivalent position.
  
- B. Leaves of absence with pay chargeable against the teacher's ten (10) day allowance shall be granted for the following reasons:
  - 1. Sick Leave

A total of ten (10) days sick leave per year accumulative to a maximum of ninety (90) days may be accrued by all regularly teaching personnel. This sick leave may be used for the following purposes and in the amounts specified:

- a. Personal illness of the employee. As many days needed may be used for this purpose as required for recovery, up to the number of days of accrued leave earned by the employee.
- b. Death in the immediate family. A maximum of five (5) days of sick leave will be allowed an employee in the event of a death in the immediate family.  
(Immediate family for the purposes of these policies shall be defined as mother, father, husband, wife, child, step-child, spouse of child, sister, brother, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandparent, grandparent-in-law and grandchild, or any other relative who is a permanent resident in the employee's home.)
- c. A maximum of two (2) sick days per death of a friend or relative not mentioned in b. above will be allowed. Additional days can be given at the discretion of the Superintendent.
- d. A maximum of three (3) days per illness will be allowed an employee in the event of an illness of the employee's mother, father, husband, wife, child, or any relative who is a permanent resident of the employee's home.

## 2. Personal or Business Leave

A maximum of three (3) days per year, which shall not be charged against an employee's sick leave allowance, may be granted for personal or critical business purposes when advance permission of the Superintendent or his designated representative has been secured by the employee. Any unused portion of personal or business leave may accrue as sick leave only. Such leave shall be subject to the following restrictions:

- a. Five (5) days notification must be given to the employee's building principal, except in the case of emergency.
- b. Not more than one (1) employee will be excused from a building on the same day without the written permission of the building principal.
- c. Leave may not extend a scheduled vacation or holiday on the school calendar, without specific permission of the Superintendent of schools.

## 3. Emergency Leave

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

4. Death

Upon the death of an employee the unused portion of her/his accrued sick leave shall be paid to his estate.

- C. An employee's accrued sick leave shall be computed at the beginning of the school year. Such computation shall include full leave entitlement for the current year and excess of the allowed maximum shall be credited as per Article XI, C. If any employee works less than a full year, her/his sick leave shall be computed on the basis of one (1) day per month worked for the months September through June.
- D. All teaching personnel under contract shall be entitled to all accrued sick leave on the first official day of school even though they may be unable to report for duty on that day, provided, however, that they do actively work during the school year. The first official day of school shall mean the first day for which salary is paid. The employee shall receive his/her pay currently along with all other teachers.
- E. Chargeable days with Sick Leave
  - 1. Sick leave shall not be charged against a teacher's allowance for holidays established in the school year calendar even though the teacher may be absent for the illness both the day before and the day after such holiday.
  - 2. Teachers who are absent will only be charged for leave days of any kind on those scheduled and/or rescheduled days when teachers are required to report.
- F. Any employee who willfully misrepresents the facts pertaining to an absence for the purpose of qualifying for benefits under the leave provisions of this Article shall forfeit all benefits or rights he/she may have accrued under the provisions of this Article. If such offense is repeated, it may constitute grounds for dismissal.
- G. Leave of absence with pay, but not charged against the teacher's sick leave, may be granted for such in-service activities as visitations to other schools, attending educational conferences or conventions, workshops, study classes and seminars, when such attendance is approved by the Board.
- H. Leave of absence with pay, not charged against the teacher's sick leave allowance, will be granted for court appearances as a witness in any case in which the teacher's connection with the case stems from his/her employment as a teacher, provided that the legal action is not instigated by or on behalf of himself/herself or by the Association against the district.
- I. Upon application, leaves of absence without pay may be granted to teachers to engage in advance study, research, travel or other activity deemed by the Board to enhance the value of the teacher to the School System. Such leave of absence may, by a stipulation of the Board and approval of the Association, carry with it salary increment credit and earned accrued sick leave allowance for the period leave.
- J. Military leaves of absence shall be granted in accordance with applicable laws.
- K. The Board may grant a leave of absence of up to one (1) school year without pay or fringe benefits to any teacher to campaign or serve in a public office.
- L. A leave of absence shall be granted upon the request of a teacher for up to one (1) school year without pay or fringe benefits for the purpose of childcare.
- M. Teachers on an approved leave of absence must notify the School District of their intent to return to employment with the District at least sixty (60) days prior to the expiration of their approved leave of absence, but in no event later than April 1. Upon return to duty in the District following an approved leave of absence, a teacher shall be assigned to the same position, if available, or a substantially equivalent position as soon as one becomes available, in accordance with the provisions of Article X. This re-employment privilege shall extend for not more

than two (2) years following the date of termination of the leave of absence. A refusal of offered employment during this two (2) year period shall immediately end this privilege.

- N. Effective 1992-93; the Association shall be entitled to ten (10) days per year to be used by teachers who are officers or agents of the Association in accordance with the procedures of B.2. of this Article. The Association shall reimburse the School District the cost of the substitute teacher for each day used. No one person may take more than four (4) Association days.
- O. The Board of Education may require a teacher to provide medical verification of the use of sick leave beyond five (5) consecutive days or where there is cause to suspect abuse. The Board may require medical verification of fitness to be actively working.
- P. A teacher who is absent from work because of an injury or disease compensable under the Michigan Worker's Compensation Law, will receive from the Board the difference between the way allowance paid by the workers' compensation insurance carrier under the Workers' Compensation Law and his/her regular salary on a prorated basis from his accumulated sick leave for the duration of the illness that can be charged against accumulated sick leave.
- Q. Employees summoned for jury duty shall be paid at their regular rate with no deduction of leave time. The employee shall reimburse the district any wages paid by the court. Travel and expenses paid by the court shall not be reimbursed.

**ARTICLE XIII  
CODE OF ETHICS (PROFESSIONAL STANDARDS)**

- A. The educator believes in the worth and dignity of man. She/he recognizes the supreme importance of the pursuit of truth, devotion to excellence and the nurture of democratic citizenship. She/he regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his/her responsibility to practice his profession according to the highest ethical standards. Teachers shall be expected to comply with the following code of ethics or professional standards:
  - 1. Toward Pupils
    - a. To teach the art of democratic living by both study and practice in school and community situations. Democratic living includes not only respect for personality of others, but also the development of such skills and attitudes as the techniques of group thinking, deep respect for truth and the habit of using the scientific methods to discover truth.
    - b. To respect the individuality of children in all classroom and extra class situations. To accept all children as individuals on the same plane of equality. To keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
    - c. To aid in preparing all children for worthy service in community, state, national and world citizenship.
    - d. Shall not without cause restrain the student from independent action in his pursuit of learning and shall not without just cause deny the student access to varying points of view.
    - e. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
    - f. Shall not use professional relationships with students for private advantage.

- g. Shall not tutor students of the School District for remuneration unless no other qualified teacher is reasonably available, and then only with the advance approval of the Board of Education.
2. Toward Citizenship
- a. The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. She/he shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities.
  - b. To participate actively in school and community affairs.
  - c. To hold their positions as teachers as the first line of duty toward which they expend their energy and time.
  - d. To adjust their individual and social conduct to the accepted standards of the community in which they work.
  - e. Shall not misrepresent an institution or organization with which he/she is affiliated and shall take adequate precautions to distinguish between her/his personal and institutional or organizational views.
  - f. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
  - g. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
  - h. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
  - i. Shall accept no gratuities, gifts or favors that might impair or appear to impair professional judgment, nor offer any favor, service or thing of value to obtain special advantage.
3. Toward Staff Members
- a. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
  - b. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
  - c. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
  - d. Shall not refuse to participate in a professional inquiry when requested by an appropriate authority.
  - e. Shall not misrepresent his/her professional qualification.
4. Toward the Board of Education and Administrators
- a. To respect the leadership of those charged with responsibility.
  - b. To adhere to the rules, regulations and policies of the Board of Education and administrative staff.

- c. To render such reports as may be required.
5. General
- a. To maintain order and discipline in the classroom as shall be conducive to good instruction and make reasonable efforts to protect students from conditions harmful to learning or to health and safety.
  - b. To prevent unauthorized commercial advertising in the schools.
  - c. Keep parents informed as to pupil growth and development and report absences and tardiness as well as unsatisfactory work of children in their charge. When deemed expedient, a teacher should hold conference with parents in the school or the home of the child.
  - d. Complete and file required attendance and grade reports and all other reports.
  - e. To attend all teachers' meetings called by the superintendent or principals, unless specifically excused by the principal.

**ARTICLE XIV  
PROCEDURES FOR HANDLING GRIEVANCES**

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

H. Procedure:

1. A teacher with an alleged grievance or her/his Association representative shall first discuss the matter informally but fully and frankly with the building principal within ten (10) days of the occurrence of the alleged grievance.
2. If the matter cannot be satisfactorily clarified or resolved between the teacher and the principal within a period of five (5) days, the teacher shall submit the grievance in writing and may request the principal arrange for a conference on the issue. Such conference shall be held within ten (10) days after being requested. A representative member of the Association may be present at this conference upon the request of either the teacher or this Association. If the matter is not settled, the principal shall answer the grievance in writing within five (5) days of said conference.
3. If the principal's decision is not acceptable, the grievance may be appealed to the superintendent and a conference requested within ten (10) days of the receipt of the principal's decision. Such conference shall be held within ten (10) days after being requested. A representative member of the Association may be present at this conference upon the request of either the teacher or the Association. If the matter is not settled, the Superintendent shall answer the grievance in writing within five (5) days of said conference.
4. If a satisfactory solution cannot be reached at the superintendent level, the teacher, or the Association on behalf of the teacher may submit a written request to the Superintendent for a hearing before the Board of Education on the issue. This written request must be submitted within ten (10) days from the date of the conference with the Superintendent. Upon receipt of such written grievance, the Superintendent of Schools shall place the issue on the agenda of an official Board meeting scheduled within a period of thirty (30) days from the date of receipt of the written grievance. The party filing the grievance shall be given a written notice of the time and place of this meeting.
5. The Board of Education shall grant an audience to all effected parties to such an issue and shall within fifteen (15) days from the date of such hearing render its judgment in the matter. Such judgment shall be made a matter of public record in the official minutes of the Board and be made known to all parties of the grievance.
6. If the judgment rendered by the Board does not settle the grievance, it may be submitted to arbitration. The notice that the Association is submitting the grievance to arbitration must be sent to the American Arbitration Association and the Secretary of the Board of Education within twenty (20) days of the receipt of the Board's last answer. The American Arbitration Association's rules and regulations shall govern the arbitration proceeding.

I. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority nor shall he consider it his function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decision, which in practical or actual effect modifies, revises, detracts from or adds to any of the terms of this Agreement. Past practices of the parties in interpreting or applying terms of this Agreement can be relevant evidence, but may not be used to justify or result in what is in effect a modification (whether by addition or deletion) of written terms of this Agreement. The arbitrator has no obligation or function to render a decision or not to render a decision merely because in his/her opinion such decision is fair or equitable or because in his/her opinion is unfair or inequitable.

J. If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability as the same are set forth in this Article, the arbitrator shall decide such issue before proceeding to hear the case upon the merits. If the arbitrator determines that such grievance fails to meet said test of arbitrability, she/he shall refer the case back to the parties without a recommendation on the merits.

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

#### **ARTICLE XV - REOPENING CLAUSE**

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

#### **ARTICLE XVI TEACHER PROTECTION & STUDENT DISCIPLINE**

##### A. Board Support of Teachers

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

##### B. Assault on a Teacher

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

##### C. Complaints/Suits Against a Teacher

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

##### D. Parent Complaints

Any written, signed complaint by a parent of a student directed toward a teacher shall be called to the teacher's attention if it would be constructive to the welfare of the teacher or the school. If the complaint is to be called to

the teacher's attention, the teacher will be notified within two (2) weeks of receipt of the complaint and given an opportunity to respond.

E. Damage or Destruction of Property

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

1. The damage or destruction is caused by an assault by a student upon the teacher acting within the scope of his/her duties and responsibilities;
2. The total liability of the Board shall not exceed \$500 under this provision for damages not covered by the teacher's insurance.

**ARTICLE XVII - NO STRIKE**

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

**ARTICLE XVIII  
LEAST RESTRICTIVE ENVIRONMENT**

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

**ARTICLE XIX  
FRINGE BENEFITS**

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

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

PREMIUM	Insurance paid by the Board less \$40 per month paid by staff
HEALTH	Choices II \$10/\$20 Prescription co-pay \$10 Office co-pay
LONG TERM DISABILITY	66 2/3% of Max Eligible Salary \$3,000 Monthly Maximum 60 Calendar days straight wait Pre-existing condition waiver Freeze on offsets Alcoholism/Drug - same as illness Mental/Nervous - same as illness COLA
TERM LIFE w/AD&D VISION	\$40,000 VSP 2
DENTAL	Class I, II, III: 80/80/80 \$1,000 Annual Maximum Class IV: 80 \$1,300 Lifetime Maximum (Orthodontics)

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

LONG TERM DISABILITY	Same as above
TERM LIFE w/AD&D	\$40,000
VISION	VSP 2
DENTAL	Class I, II, III: 80/80/80 \$1,000 Maximum Class IV: 80 \$1,300 Lifetime Maximum (Orthodontics)
DEPENDENT LIFE	\$2,000/\$2,000 (spouse/children)
CASH	\$180.00/month

3. The PAK shall be provided for a full twelve (12) month period for the full time bargaining unit member and his/her eligible dependents as defined by MESSA. The Employer shall sign a participation agreement.

4. The Board agrees to contribute the monthly premium cost of the MESSA PAK for each full time, certificated, contracted employee, provided the teacher is not covered by any other insurance carrier for hospitalization-medical insurance. Only one (1) family unit shall be covered by such hospitalization-medical insurance.

5. If any full time teacher is reduced to part time status she/he will be eligible for health benefits at a pro-rated premium.
  6. Part time employees will not receive health insurance but will receive an additional \$50.00 per month.
- B. Employees commencing service in the District after the start of the school year shall receive continuous insurance coverage as of the first day of the month following the first day of work. Employees leaving service of the district shall forfeit this insurance fringe benefit as of the 30th of the last full month of employment by the School District. Teachers who complete the full school year shall be granted twelve (12) months coverage, from September 1, through August 31. Employees who are laid off may contribute an amount equal to the insurance premiums to the Board, for a period of at least one (1) year, subject to the approval of the insurance carrier.
  - C. It shall be the responsibility of each employee to be properly enrolled with the carrier for insurance coverage. The insurance company policies determine all benefits and conditions of coverage.
  - D. The Board will implement a Section 125 Pre-Tax program to establish pre-tax funds on a payroll deduct basis for payment of Health Care costs.
  - E. The Board will establish a \$5,000 Stop Loss group coverage fund for those members who have appeals denied for name brand drugs. No employee will exceed a one-thousand dollar (\$1,000) limit in any given benefit year. The Board agrees to refill the fund amount to \$5,000 as needed in future years.
  - F. Beginning on July 1, 2009:  
  
If MESSA Insurance packages increases 4.0% to 6.99%, salary increases (See Schedule A) drop .2%.  
If MESSA Insurance packages increases 7.0% or greater, salary increases (See Schedule A) drop .4%.

## Schedule A

2008-2009				
Step	B.A.	B.A.+Perm. Or Cont'ng	M.A.	M.A.+15
1	\$34,974	\$36,860	\$38,931	\$40,972
2	\$36,627	\$38,499	\$40,326	\$42,546
3	\$38,184	\$40,090	\$42,299	\$44,173
4	\$39,739	\$41,691	\$43,539	\$45,802
5	\$41,297	\$43,285	\$45,143	\$47,431
6	\$42,937	\$45,837	\$47,716	\$50,042
7		\$47,757	\$49,639	\$51,995
8		\$49,990	\$51,892	\$54,279
9		\$52,222	\$54,141	\$56,555
10		\$54,781	\$56,709	\$59,161
11		\$57,331	\$59,275	\$61,769
12		\$59,385	\$61,391	\$63,957
13		\$61,316	\$63,508	\$66,055

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

2009-2010				
Step	B.A.	B.A.+Perm. Or Cont'ng	M.A.	M.A.+15
1	\$35,673	\$37,597	\$39,710	\$41,791
2	\$37,360	\$39,269	\$41,133	\$43,397
3	\$38,948	\$40,892	\$43,145	\$45,056
4	\$40,534	\$42,525	\$44,410	\$46,718
5	\$42,123	\$44,151	\$46,046	\$48,380
6	\$43,796	\$46,754	\$48,670	\$51,043
7		\$48,712	\$50,632	\$53,035
8		\$50,990	\$52,930	\$55,365
9		\$53,266	\$55,224	\$57,686
10		\$55,877	\$57,843	\$60,344
11		\$58,478	\$60,461	\$63,004
12		\$60,573	\$62,619	\$65,236
13		\$62,542	\$64,778	\$67,376

- A. If MESSA packages increases 4.0% to 6.99%, salary increases (See Schedule A) drop .2%.  
If MESSA packages increases 7.0% or greater, salary increases (See Schedule A) drop .4%.
- B. If MESSA packages increases create an adjustment to the above salary schedule, the District and the Union Leadership will make every effort to get the new salary schedule to STCEA members by July 15<sup>th</sup> of that year.

2010-2011				
Step	B.A.	B.A.+Perm. Or Cont'ng	M.A.	M.A.+15
1	\$36,386	\$38,349	\$40,504	\$42,627
2	\$38,107	\$40,054	\$41,956	\$44,265
3	\$39,727	\$41,710	\$44,008	\$45,957
4	\$41,345	\$43,376	\$45,298	\$47,652
5	\$42,965	\$45,034	\$46,967	\$49,348
6	\$44,672	\$47,689	\$49,643	\$52,064
7		\$49,686	\$51,645	\$54,096
8		\$52,010	\$53,989	\$56,472
9		\$54,331	\$56,328	\$58,840
10		\$56,995	\$59,000	\$61,551
11		\$59,648	\$61,670	\$64,264
12		\$61,784	\$63,871	\$66,541
13		\$63,793	\$66,074	\$68,724

- A. If MESSA packages increases 4.0% to 6.99%, salary increases (See Schedule A) drop .2%.  
If MESSA packages increases 7.0% or greater, salary increases (See Schedule A) drop .4%.
- B. If MESSA packages increases create an adjustment to the above salary schedule, the District and the Union Leadership will make every effort to get the new salary schedule to STCEA members by July 15<sup>th</sup> of that year.

## Schedule B

EXTRA DUTY PAY			
POSITION	0-3 YEARS	4-7 YEARS	8 + YEARS
FOOTBALL			
Head Varsity	11%	12%	13%
Junior Varsity	7%	8%	9%
Freshman	4%	4.5%	5%
Varsity Asst.	7%	8%	9%
Junior Varsity Asst.	5%	5.5%	6%
Freshman Asst.	3.5%	4%	4.5%
BASKETBALL			
Head Varsity	11%	12%	13%
Junior Varsity	7%	8%	9%
Freshman	4%	4.5%	5%
SPRING BALL			
Head Varsity	8%	9%	10%
Junior Varsity	4%	4.5%	5%
TRACK			
Head Varsity	8%	9%	10%
Assistant	4%	4.5%	5%
Combined Head Varsity (Girls/Boys)	12%	13.5%	15%
GOLF	5%	6%	7%
CROSS COUNTRY	5%	6%	7%
WRESTLING			
Varsity	9%	10%	11%
Assist Varsity	2.25%	2.5%	2.75%
VOLLEYBALL			
Head Varsity	8%	9%	10%
Junior Varsity	4%	4.5%	5%
Freshman	2.5%	2.75%	3%
DRAMA	4%	4.5%	5%
ANNUAL	2.5%	2.75%	3%

<b>EXTRA DUTY PAY</b>			
<b>POSITION</b>	<b>0-3 YEARS</b>	<b>4-7 YEARS</b>	<b>8 + YEARS</b>
AUDIO VISUAL DIRECTOR	4%	4.5%	5%
CHOIR	3%	3.25%	3.5%
SAFETY PATROL	1.5%	1.75%	2%
EXTRA CURRICULAR BAND	7%	8%	9%
DEPARTMENT HEADS	3%	3.5%	4%
CURRICULUM CHAIR	3%	3.5%	4%
TAC ADVISOR	1.0%	1.25%	1.5%
STUDENT COUNCIL	2%	2.25%	2.5%
NATIONAL HONOR SOCIETY (2)	1%	1.25%	1.5%
CLASS ADVISORS			
Senior & Junior	2%	2.25%	2.55%
Sophomore	1.5%	1.75%	2%
Freshman	1%	1.25%	1.5%
CHEERLEADING FOOTBALL			
Varsity	3%	3.5%	4%
Junior Varsity	2%	2.25%	2.5%
Freshman	1.5%	1.75%	2%
CHEERLEADING BASKETBALL			
Varsity	3%	3.5%	4%
Junior Varsity	2%	2.25%	2.5%
Freshman	1.5%	1.75%	2%
SUPERVISED RECESS			
If no one applies for this position, then all teachers will take their turns and the money will be divided equally	3%	3.5%	4%
ITV INSTRUCTIONAL STIPEND	2.5%	3%	3.5%

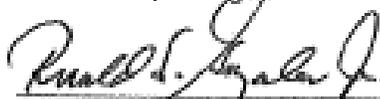


**TERMINATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2011.

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

BOARD OF EDUCATION  
St. Charles, Michigan

  
\_\_\_\_\_  
Ronald L. Gonzales Jr., President

  
\_\_\_\_\_  
John R. Gorman, Secretary

  
\_\_\_\_\_  
Member

ST. CHARLES EDUCATION ASSOCIATION  
MEA/NEA

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Negotiations Team

  
\_\_\_\_\_  
Negotiations Team

  
\_\_\_\_\_  
Negotiations Team

## LETTER OF UNDERSTANDING

1. A teacher who is released from teaching part time to serve as the Athletic Director will still receive the same full fringe benefits under the contract as if he was employed full time as a teacher.

## LETTER OF AGREEMENT

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

1. The positions of HSAC (Home School Agency Coordinator), alternative education teachers and at-risk four-year old teacher shall be added to the recognition clause.
2. The certification and qualifications for the HSAC position, the alternative education positions and the at-risk four-year old position will be established by the Board.
3. The HSAC will be assigned 7 hours and 45 minutes per day. Due to the unique nature of the HSAC position, the starting/ending times may be varied.
4. The HSAC will be assigned to a school year of 200 days. The HSAC will work with the supervisor to establish a 200 day calendar.
5. The HSAC will be reimbursed for mileage at the current Board established rate for all miles driven in the performance of duties for the St. Charles Community Schools. Mileage to and from the worksite that are commuting miles will not be reimbursed.
6. If a presently employed certified teacher moves into the HSAC position, the school year will revert to 186, 187, or 188 days. Any extra days will be paid at the extended school rate.
7. The alternative education teacher(s) will be assigned 7 hours and 45 minutes per day. The alternative education teacher(s) may have a duty-filled lunch period.
8. The alternative education teachers will be assigned to the same number of working days as other secondary teachers and shall follow the same school calendar.
9. In the event of a reduction in the K-12 workforce, employees in the regular K-12 program shall not displace a tenured alternative education instructor. K-12 employees shall be given consideration for vacancies in the alternative education program in keeping with the provisions of Article VIII.
10. In the event of a reduction in the alternative education program, teachers in the alternative education program will, upon application, be given consideration for K-12 teaching vacancies. Alternative education teacher(s) may request and upon request be granted an interview to the extent that to do so does not interfere with the operational requirements of the K-12 program. An interview, once provided to an alternative education teacher, will fulfill the terms of this provision. The Board's decision with regard to such applicant shall be final.
11. The HSAC and alternative education teacher positions were given seniority at the beginning of the 1990-91 school year.
12. The language in this letter of understanding supersedes master contract language for these positions.

**St. Charles Community School District  
School Calendar 2008-2009  
Calendar Days**

**August**

26 Teacher Work Day  
27 Teacher Inservice  
28 Professional Development

**September**

1 Labor Day Holiday – No School  
2 First Day of School  
30 Parent Teacher Conferences

**October**

1-2 Parent Teacher Conferences  
3 No School  
31 End of First Marking Period

**November**

7 No School – Professional Development  
27 Thanksgiving Holiday – No School  
28 Thanksgiving Holiday – No School

**December**

22 Winter Break Begins – No School

**January**

5 School Resumes  
22 End of 1<sup>st</sup> Semester  
23 Teacher Work Day – No School

**February**

13 County-Wide Inservice – No School  
24-26 Parent Teacher Conferences  
27 No School

**March**

27 End of 3<sup>rd</sup> Marking Period

**April**

6 Spring Break Begins  
13 School Resumes

**May**

25 Memorial Day Holiday – No School

**June**

9 Last Student Day  
10 Teacher Work Day

**178 Scheduled Student Days**

**185 Scheduled Teacher Days**

**St. Charles Community School District  
School Calendar 2009-2010  
Calendar Days**

**September**

- 1 Teacher Work Day/In-service
- 2 Teacher Work Day/In-service
- 3 Professional Development
- 7 Labor Day Holiday – No School
- 8 First Day of School

**October**

- 19-22 Parent Teacher Conferences week of Oct. 19
- 23 No School – Professional Development (tentative)

**November**

- 6 End of First Marking Period
- 25 No School – *Replaces Friday after conferences*
- 26-27 Thanksgiving Holiday – No School

**December**

- 24 Winter Break Begins – No School

**January**

- 4 School Resumes
- 22 End of 1st Semester
- 25 Teacher Work Day – No School

**February**

- 12 In-service – No School

**March**

- 8-11 Parent Teacher Conferences
- 12 No School – *Friday after conferences*

**April**

- 1 End of 3<sup>rd</sup> Marking Period
- 2 Spring Break Begins
- 12 School Resumes

**May**

- 31 Memorial Day Holiday – No School

**June**

- 11 Last Student Day
- 14 Teacher Work Day

**178 Scheduled Student Days**

**185 Scheduled Teacher Days**

**St. Charles Community School District  
School Calendar 2010-2011  
Calendar Days**

<b>August</b>		
	31	Teacher Inservice/Work Day
<b>September</b>		
	1	Teacher Inservice/Work Day
	2	Professional Development
	6	Labor Day Holiday – No School
	7	First Day of School
<b>October</b>		
	18-20	Parent Teacher Conferences ( <i>week of October 18</i> )
	22	Professional Development Day - Tentative
<b>November</b>		
	5	End of First Marking Period
	24	No School – <i>Replaces Friday after conferences</i>
	25	Thanksgiving Holiday – No School
	26	Thanksgiving Holiday – No School
<b>December</b>		
	23	Winter Break Begins – No School
<b>January</b>		
	3	School Resumes
	21	End of 1 <sup>st</sup> Semester
	24	Teacher Work Day – No School
<b>February</b>		
	18	Inservice – No School
<b>March</b>		
	7-9	Parent Teacher Conferences
	11	No School – <i>Friday after conferences</i>
<b>April</b>		
	1	End of 3 <sup>rd</sup> Marking Period
	4	Spring Break Begins
	11	School Resumes
<b>May</b>		
	30	Memorial Day Holiday – No School
<b>June</b>		
	9	Last Student Day
	10	Teacher Work Day

**178 Scheduled Student Days**

**185 Scheduled Teacher Days**

