

AGREEMENT
BETWEEN THE

STURGIS BOARD OF EDUCATION

- AND -

STURGIS EDUCATION ASSOCIATION

2012-2013

**S.E.A./Sturgis Public Schools Contract reviewed and updated as of June 25, 2012;
effective August 1, 2012 until August 31, 2013.**

TABLE OF CONTENTS

	<u>Page #</u>
Article I - Agreement and Recognition	2
Article II - Management Rights	2-3
Article III - Association Rights	3
Article IV - Professional Dues or Fees and Payroll Deductions	3-4
Article V - Grievance Procedure.....	4-6
Article VI - Teaching Hours, Conditions and Class Load	7-8
Article VII - Teacher Evaluation and Mentors	8
Article VIII - Transfer and Assignment	9
Article IX - Teacher Certification	9
Article X - Health Examinations	9
Article XI - Absences and Leaves	10-14
Article XII - Layoff and Recall	15
Article XIII - Complaints	15
Article XIV - Meetings.....	16
Article XV - Continuity of Operations	16
Article XVI - Professional Compensation / Salary Schedules	17
Article XVII - Professional Compensation / Fringe Benefits.....	18
Article XVIII - Professional Compensation / Extra Duties	19-23
Article XIX - Departmental Organization.....	23-24
Article XX - Calendar.....	24-25
Article XXI - Implementation of the Agreement	25
Article XXII - Final Provisions	25-26
Article XXIII - Duration and Termination	26

ARTICLE I - AGREEMENT AND RECOGNITION

Section 1. This Agreement is entered into during the 2012-2013 school year between the Board of Education of the Sturgis Public Schools, Sturgis, Michigan, hereinafter called the "Board," and the Sturgis Education Association, hereinafter called the "S.E.A.," affiliated with the Southwest Michigan Education Association, hereinafter called the "S.M.E.A.," the Michigan Education Association, hereinafter called the "M.E.A.," and the National Education Association, hereinafter called the "N.E.A."

Section 2. The Board recognizes the Sturgis Education Association, affiliate of the S.M.E.A., as the sole and exclusive bargaining agent for all full time and regularly employed part-time classroom teachers under contract including reading teachers, guidance personnel, school librarian, school social workers, and speech therapists and excluding there from all administrative personnel such as, but not necessarily limited to the Superintendent, administrative assistants, community school director, principals, assistant principals, athletic director, substitute teachers, non-regularly employed part-time teachers, and all others.

The Board agrees not to negotiate with or recognize any teachers' organization other than the Sturgis Education Association, affiliate of the S.M.E.A., for the duration of this Agreement.

- A. The term "regularly employed part-time teachers" shall be defined as a teacher under contract who teaches the same number of hours each week, but less than a full teaching assignment for the entire school year.
- B. The term "teacher" shall be used hereinafter in this Agreement to refer to employees of the Board who are members of the aforementioned bargaining unit.
- C. The term "Board" when used hereinafter in this Agreement shall refer to the Board of Education of the Sturgis Public Schools and, where appropriate, its administrative employees.

Section 3. Any reference to male teacher(s) shall include female teacher(s).

ARTICLE II - MANAGEMENT RIGHTS

Section 1. The Employer, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the system and its properties and facilities, and the employment activities of teachers.
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.
- C. To adopt curriculum, the means and methods of instruction, and the selection of textbooks and other teaching materials.
- D. Determine class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers.

Section 2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE III - ASSOCIATION RIGHTS

Section 1. The S.E.A. and its duly authorized representatives shall have the right to use a room in the school building for meetings provided that they receive prior approval from the administration and further provided that when special custodial service is required, the Board of Education may make a charge therefore.

Section 2. Duly authorized representatives of the S.E.A. shall be permitted to transact official S.E.A. business on school property outside the school hours.

Section 3. With the permission of the building principal, the S.E.A. shall have the right to use school facilities and office equipment, when such equipment is not otherwise in use including: typewriters, computers, other duplicating equipment, calculating machines and audio-visual equipment. The S.E.A. shall pay for the cost of all materials and supplies and any damage incident to each use, reasonable wear and tear allowed. No machines may be removed from their respective buildings without the principal's permission.

Section 4. The S.E.A. shall have the right to post notices of activities and matters of official S.E.A. business on teacher bulletin boards, at least one or a part thereof shall be provided in each school building. The S.E.A. may use the district teacher mail boxes and email for communications to teachers. No material of abusive or defamatory nature shall be posted. The school district's equipment or bulletin boards may not be used for the support of any political candidate for public office.

Section 5. The Board agrees to furnish to the S.E.A. in response to reasonable requests all existing available information concerning the financial resources of the district including annual financial reports and audits, register of certificated personnel, census and membership data, names, addresses, certificates, step on salary schedule, and years of credited experience to all teachers. The Board may charge for provision of such information consistent with the Freedom of Information Act.

Section 6. The rights granted herein shall not be granted or extended to any competing labor organization except as may be required by law.

ARTICLE IV - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

Section 1.

- A. Any teacher who is not a member of the Association or who does not make application for membership within thirty days from the date of commencement of teaching duties, shall as a condition of employment, pay to the Association a representation fee in an amount which is legally permissible not to exceed the professional dues of the Association. Any non-member who makes objection pursuant to the Association's "Policy Regarding Objection to Political - Ideological Expenditures," and the "Objections to Political-Ideological Expenditures Administrative Procedures" (hereinafter referred to as the Association's Policy and Procedures) shall be required to pay a reduced representation benefit fee to the full extent permitted by state and federal law. The objecting non-member's remedy shall be through the Association's

Policy and Procedures together with appropriate state or federal agencies or courts. The Association shall provide all non-members' copies of the Association's Policy and Procedures.

- B. By December 1, or as soon as possible thereafter, of each year, the Association shall provide written notice to all non-members and the Board of the reduced fee and an explanation of the basis for the reduced fee. Pursuant to the Association's Policy and Procedures, any non-member who objects to the amount of the fee shall be given a prompt opportunity by the Association to challenge that amount before an impartial decision-maker or appropriate state or federal agencies or court. Pending resolution of the fee, the objecting non-member shall be required to pay 100 percent of the reduced fee to the Association; however, the Association shall preserve the fee in an interest bearing escrow account until a decision is rendered by an appropriate impartial decision-maker pursuant to the Association's Policy and Procedures.
- C. The Association agrees to assume the legal defense of any suit or action brought against the Board, the Sturgis Public Schools, individual members of the Board and its officers and administrative employees regarding this article of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against them as the result of said suit or action, subject to the following conditions:
 - 1. The damages have not resulted from the misfeasance or malfeasance of the Board or its agents.
 - 2. The Association has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense, which may be assessed against the Board by any court or tribunal.
 - 3. The Association has the right to choose the legal counsel to defend any said suit or action.
 - 4. The Association shall have the right to compromise or settle any claim made against the Board under this section.

Section 2. Upon appropriate authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, payroll savings plan, United Fund, Universal Service Credit, and such other similar deductions as may be mutually authorized.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1. A grievance is a claim by a teacher or the S.E.A. that there has been a violation of the expressed terms of the master contract may be processed as a grievance as hereinafter provided.

Section 2. The following matter shall not be the basis of any grievance filed under the procedure outlined in this Article:

- A. The termination of services or the failure to employ or re-employ a teacher to a position on an extra curricular schedule.
- B. Any dispute within the jurisdiction of a state or federal agency. A grievance will be terminated if legal remedies are initiated.
- C. The non-renewal of a probationary teachers' contract.
- D. The dismissal or unpaid suspension of a tenured teacher.
- E. Any matter involving teacher evaluation except procedures as outlined in Article VII.

- F. Transfer of assignments.
- G. Appointment or removal of department heads.
- H. Sabbatical leaves.
- I. Any matter that concerns a "prohibited subject of bargaining" pursuant to the Public Employees Relations Act.

Section 3. The Board will appoint a representative for each administrative unit. The S.E.A. will appoint its official grievance representatives and shall inform the Board of Education of their names within ten (10) days after the beginning of the school year.

Section 4. All grievances shall be written and shall:

- A. Be signed by the grievant.
- B. Contain a synopsis of the facts giving rise to the alleged violation.
- C. Cite the article and section of the contract of the alleged violation.
- D. Contain the date of the alleged violation.
- E. Specify the relief requested.
- F. If the grievance is not filed substantially in accordance with the above requirements, the Board reserves the right to reject the grievance. Such rejection shall not extend the time limitations hereinafter set forth.

Section 5. The term "days" as used herein shall mean days in which school is in session during the academic year. When school is not in session during the summer between academic years, the term "days" shall mean calendar days excluding Saturdays, Sundays, and holidays.

Section 6.

Level One. A teacher or the S.E.A. shall institute the grievance procedure by discussing the grievance with the building principal or his designee within five (5) days of the alleged occurrence of the event giving rise to the grievance. In the event the verbal discussion with the principal or his designee does not resolve the grievance the grievant shall reduce the grievance, to writing in accordance with Section 4 within five (5) days after the verbal discussion and submit same to the principal or his designee for his written consideration within five (5) days after receipt of the written grievance.

Level Two. In the event the written disposition of the building principal is unsatisfactory to the grievant, he shall appeal to the Superintendent or his designated representative within five (5) days following receipt of the written decision of the principal. Within five (5) days of receipt of the grievance, the Superintendent or his designated representative shall call a meeting with the grievant and his designated representative (at the option of the grievant) to discuss the grievance. The Superintendent shall have the right to require the presence of the grievant. Within ten (10) days of the conclusion of the meeting, the Superintendent shall render his decision in writing transmitting a copy of same to the building principal where the grievance arose, the grievant, and the association representative.

Level Three.

- A. In the event the Association is dissatisfied with the Superintendent's decision, it may appeal the Superintendent's decision within ten (10) days following the receipt of same to the American Arbitration Association, which shall appoint an arbitrator in accordance with its rules and regulations. The decision of the arbitrator shall be final and binding.
- B. At the time arbitration is requested, the Association shall submit to the Superintendent a written statement specifying grounds to be relied upon in arbitration, a proposed list of witnesses and the relief requested from the arbitrator as well as which facts and arguments it disagrees with in the Superintendent's response at Level Two. The parties shall meet and confer as to settlement at least five (5) days prior to the arbitration hearing. Neither party may raise a new ground or defense at Level Three not previously disclosed to the other party. If the Association withdraws a grievance from arbitration prior to a hearing thereon, it shall be responsible for A.A.A. administrative charges prior to the hearing.
- C. The arbitrator shall not hear more than one grievance unless stipulated in writing and signed by both parties or unless the Board and Association agree to consolidate grievances because they are based upon similar facts.
- D. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter, amend, or subtract from the terms of the Agreement. He shall not make any new agreement or agreements between any of the parties thereto or in the absence of discrimination to interfere with the exercise of managerial discretion and prerogatives. He shall not hear new grievances previously barred from the scope of the grievance procedure nor shall he question the reasonableness of Board policy nor annual assignments of extra duties for extra pay as outlined in Article XVIII. If a grievance award involves an incorrect placement on, or miscalculation of, salary schedules, the arbitrator shall not make the award retroactive prior to the beginning of the school year in which the grievance was filed. The arbitrator shall not have authority to award monetary damages in cases not involving a loss or reduction in compensation. The arbitrator's powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement.
- E. Each party shall bear the expense of its own witnesses as well as other expenses incurred in presenting its case. The fees and expenses of the arbitrator shall be shared equally between the Board and the Association.

Section 7. Should a grievance fail to be instituted or appealed within the time limits or the teacher leaves the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.

ARTICLE VI - TEACHING HOURS, CONDITIONS & CLASS LOAD

Section 1. Teacher hours may be extended in accordance with Article XIV or as necessary in order to satisfy state requirements pertaining to hours of pupil instruction or to receive full State Aid. These additional hours shall be subject to discussions with the parties. During working hours, teachers may not leave the school building without permission of the administration.

Teachers shall remain for a sufficient period after the close of the pupil's day to attend to those matters which properly require their attention at that time, including consultation with parents when scheduled directly with the teacher, except that on days preceding holidays, vacation, and Friday, the teachers' day shall end as soon as the buses have departed the school site. Teachers need not wait for buses with mechanical problems.

Section 2. Working Hours

- A. All teachers shall have a work day not to exceed seven (7) hours and fifteen (15) minutes except as provided in Article XIV. The work day shall include a lunch break of at least 25 minutes.
- B. Each teacher shall have a maximum weekly student contact time of 27.8 hours and weekly prep time of five hours in blocks of not less than 20 minutes.

Section 3.

- A. Teacher's lesson plans should be kept three (3) days in advance and be accessible when a substitute is needed.
- B. When a teacher is absent, a class list must be accessible in the classroom or taken to the principal's office.

Section 4.

- A. No teacher will be required to:
 - 1. Collect book money, milk money, lunch money, and insurance.
 - 2. Record permanent records, or others except as required by the state, unless the data is being recorded through regular computer entries.
 - 3. Prepare building or district notices
 - 4. Find his own substitute; however, teachers are required to follow district procedures regarding substitutes.
- B. Teachers shall be responsible for the supervision of halls before and after school and while classes are passing unless they are directly involved in assisting students.

Section 5. Teachers are expected to be in their classroom prior to the start of their classes.

Section 6. The Board shall make available in each school, whenever feasible, adequate facilities for a lunch room and faculty lounge. Whenever feasible, separate restroom and lavatory facilities will also be available for teacher use.

Section 7.

- A. If parent-teacher conferences are scheduled after the close of the school day and there are two hours or more not scheduled during the official conference day the teacher may be

released at the discretion of the building principal for an equivalent amount of time on an official conference day.

- B. The building principal or representative will provide a schedule for when he will be available for conferences.

Section 8. In the event of bomb threats, teachers shall not be required to search for bombs beyond surveying their own immediate work area. Teachers shall be required to supervise students during such emergencies.

Section 9. Medically Fragile Students - The Board of Education recognizes the concern of the S.E.A. in regard to medically fragile students in their classrooms. The Board agrees to provide training for teachers in order to qualify them to handle medical situations. No teacher will be required, except for life threatening situations, to perform medical procedures without training.

Section 10. The building principal *or designee* will provide copies of the IEP and 504 plans of special needs students to all teachers to whom the student is assigned and any particular responsibilities to accommodate the student.

ARTICLE VII – TEACHER EVALUATION AND MENTORS

Section 1. GOAL: It is understood and agreed that the primary purpose for evaluation of teaching performance is to assist the teacher in improving the quality of education within the system.

Section 2. Mentor Teacher

1. A mentor teacher shall be defined as a master teacher as identified in section 1526 of the School Code and shall perform the duties of a master teacher as specified in the code.
2. A probationary teacher in his first three (3) years in the classroom shall be assigned a mentor teacher. The mentor teacher shall be available to provide professional support, instruction, and guidance.
3.
 - a) Participation as a mentor teacher shall be voluntary.
 - b) Efforts will be made to match mentor teachers and probationary teachers who work in the same building and the same area of certification but shall not be required.
 - c) To be considered as a mentor teacher, the tenured teacher must have satisfactory evaluations for the past five years.
4. Where possible, the mentor teacher and probationary teacher shall be assigned common preparation time.

ARTICLE VIII - TRANSFER AND ASSIGNMENT

Section 1. Any teacher desiring a transfer to a different class, building or bargaining unit position shall notify the Superintendent in writing. The teacher shall file one (1) copy with the Superintendent and one (1) copy with the S.E.A. Teachers should apply for a specific vacancy when it is posted.

Section 2. If the teaching assignment is to be changed by the administration, the teacher will be notified and the proposed change discussed with the teacher before a final decision is made. Whenever possible, notification of change will be given to the teacher by July 15. New teachers joining staff will be given their proposed teaching assignment in writing as soon as possible.

Section 3: Co-curricular (extra-duty) vacancies shall be posted at least one (1) week prior to the filling of vacancies.

ARTICLE IX - TEACHER CERTIFICATION

Section 1. Teachers must be certified or endorsed by the State Board of Education as required by law or regulation. A valid teaching certificate or endorsement must be properly recorded and a copy of the certificate filed in the Superintendent's office. Having a valid, properly recorded teaching certificate is the responsibility of the teacher.

Section 2. A teacher who has not complied with these requirements is subject to disciplinary action up to and including dismissal after an opportunity for a board hearing.

Section 3. No Child Left Behind legislation requires that all teachers be highly qualified in the discipline in which they teach.

ARTICLE X - HEALTH EXAMINATIONS

Section 1. If a teacher is absent for three (3) consecutive days and/or it appears that the individual teacher is unable to do his assigned responsibility because of a possible health condition, the Board reserves the right to require the teacher to submit a health statement from a qualified health professional as to his ability to perform the assigned task. If requested by the district, this will be at the expense of the district and the health professional will be selected by the administration.

Section 2. In cases of three (3) or more consecutive days of illness, a health statement from a medical doctor (M.D or D.O), may be required before returning to work. This will not be at the expense of the school district.

Section 3. New employees will be required to have a physical examination prior to reporting for work. The examination will be conducted at Board expense by a Board selected physician. If requested, the applicant may have the physical examination performed by his own medical doctor (M.D. or D.O.) at his own expense.

ARTICLE XI - ABSENCES AND LEAVES

Section 1. Personal Illness and Critical Illness in Immediate Family

- A. Ten (10) days per year cumulative to ninety (90) days will be allowed for personal illness or sickness in the immediate family. Whenever possible, an attempt should be made to schedule surgery so that a faculty member will lose a minimum of time away from his responsibilities. One sick day may be used for a personal leave day subject to Section 2.
- B. A sick bank has been established. Each teacher (under regular contract) will contribute one day of sick leave to the bank. The bank will be administered by the S.E.A. President and/or a committee of teachers appointed by the S.E.A. President. Requests to use pooled sick days will be made in writing to the S.E.A. President and, if approved, will be forwarded to the District Office. Teachers may request sick days from the bank for personal illness or illness in the immediate family. Sick leave days granted from the bank may be limited to 15 days per school year per person. Requests to use pooled sick days may be limited to once per year. When the supply of days in the sick bank falls below 75, each teacher will contribute one day of sick leave to replenish the bank. In the event that a teacher is granted more days from the bank than he uses in a school year, the unused days will be returned to the bank.
- C. Conditions/illnesses such as organ transplants, major heart surgery and/or recurring cancer treatment could trigger a request for additional sick days through the Catastrophic Illness Sick Bank. The illness and/or treatment procedure and schedule must be verified by a physician. Sturgis Public Schools reserves the right to require a second opinion or examination by a District appointed physician.
- D. The bank will be composed of sick days voluntarily contributed by S.E.A. members. Any S.E.A. member may contribute sick leave to this bank. Contributions will be on a voluntary basis and should be submitted in writing to the District Office. Each individual may contribute up to ten (10) days. The total number of sick days for any individual S.E.A. member shall not exceed 90 days.
- E. Eligibility to use the Catastrophic Illness Sick Bank will be determined by mutual agreement of the leadership of the S.E.A. and the District Administration.
- F. Unused sick days from the Catastrophic Illness Sick Bank will remain in the "CISB". This agreement will be reviewed and evaluated at the end of each contract cycle OR at the depletion of the pool of days.
- G. A Family Medical Leave shall be granted for up to 12 weeks for employees who are eligible under the current law in event of a serious health condition of the employee, employee's spouse, parent, or child, the birth of a child or the placement of a child for adoption or foster care. The employee shall have the option of using accrued paid leave. Any sick leave taken by the employee shall be considered as part of the FMLA leave. Benefits and seniority will continue during the leave. Employees who resign following exhaustion of FMLA leave may be required to reimburse the employer for insurance contributions.

Section 2. Personal Leave

- A. Teachers may submit requests for a personal business day or two one-half days per school year which will be granted subject to the provisions of this Article. As referenced in Section 1.A., a second personal day may be requested.
- B. The first personal leave day will not affect the sick leave days.
- C. An unused personal day shall be added to a teacher's accumulated sick leave.
- D. If school is closed due to "Act of God" and a teacher has been granted a personal leave day, said day shall not be deducted from the individual's personal leave allotment.
- E. The following guidelines will be used by the Superintendent in granting approval for this day.
 - 1. Requests for a personal day must be in writing and submitted at least one (1) week (5 school days) before planned departure. Emergencies would be an exception.
 - 2. The day before or after a school recess period (such as Christmas, Spring, etc.), during the first and last week of school, or in conjunction with sick leave may not be approved.
 - 3. There may be a limit of one (1) teacher on personal leave per administrative unit except when the number of teachers in an administrative unit exceeds 25, in which case a limit of two teachers on personal leave may be enforced by the administrator in charge.

Section 3. Education Trips -- Absence with pay will be allowed for trips to educational conferences and for school business when approved by the administration. Advanced approval will be required. However, discretion must be used in attending meetings and it may be necessary to limit who can attend, how many may attend and the amount of reimbursement. Travel expenses, meals, lodging, and registration fees must be budgeted and the budget must be followed. It is expected that rides will be shared and in cases where rides are not shared when possible to do so, the mileage allowance will be shared by those driving. It is also expected that rooms be shared whenever feasible and single rooms will not be approved when a room could be shared. Reimbursement will be at the shared rate.

Section 4. Bereavement - Absence due to the death of a member of the immediate family (father, mother, father-in-law, mother-in-law, spouse, children, brother or sister, grandparents, grandchildren, or foster family according to the preceding) will have days beyond three (3) charged against sick leave. Other bereavement and bereavements for less than a half day will be at the discretion of the administration.

Section 5. Family Illness - Absence for illness in the immediate family will be deducted from the sick leave.

Section 6. Legal Commitments and Transactions - Any employee called for jury duty or called to testify in a judicial or administrative matter not having been instituted by the Association, during work hours, shall be paid the difference between his full salary and the remuneration for such services. Absences due to a teacher being a party in a criminal or civil suit not instituted by the teacher will be allowed with substitute costs being paid by the teacher. Such absences may not exceed ten (10) days per school year. If a faculty member serves on a jury, his absence will not count within sick leave.

Section 7. Religious Observance - Released time for religious observance will be classified as a personal absence and without pay unless it is approved as a personal day.

Section 8. Association Days - At the beginning of each school year the S.E.A. shall be credited with eight (8) days to be used by teachers who are officers or agents of the S.E.A., such use to be at the discretion of

the S.E.A. Additional days requested by the officers or agents of the S.E.A. up to ten (10), will be billed to the S.E.A. at the substitute rate plus FICA and retirement. If no substitute is required, the S.E.A. will not be billed. There may be a limit of one (1) teacher on association leave per administrative unit except when the number of teachers in an administrative unit exceeds 25, in which case a limit of two (2) teachers on association leave may be enforced by the administrator in charge.

Section 9. Professional Leave - Tenured faculty may apply to the Board of Education for a professional leave of absence.

- A. If such leave is granted by the Board of Education:
 - 1. It will be for one (1) year and may be renewed for an additional year at the discretion of the Board.
 - 2. It would be without any compensation from the school district.
 - 3. Any teacher on professional leave will pay his own insurance premium during the duration of said leave, but may be included in the group plan and at group rates while on leave, subject, however, to carrier regulations.
 - 4. At the end of the entire leave, the faculty member will be returned to a teaching position and receive credit for one year on the salary schedule.
- B. Leaves may be granted for:
 - 1. Teacher Exchange Program
 - 2. Advanced Study (at a college or university including workshops, fellowships, scholarships, seminars, etc.)

Section 10. Leave for Health and Hardship

- A. Upon the recommendation of the Superintendent, the Board of Education may permit tenured members of the professional staff to take a personal leave not in excess of one year in length for the alleviation of hardship involving themselves or their immediate families. This leave would be without compensation.
- B. A professional staff member taking such leave will be returned to the system without loss of present position on the salary schedule.
- C. An employee on a health or hardship leave must give written notice of his intention to return to the Superintendent of Schools, or his representative, by March 1 of the year the leave expires.

Section 11. Child Care Leave - The Board may grant a leave of absence without pay, for purposes of child care in accordance with the following guidelines:

- A. The teacher shall give the Board notice of his desire to be granted a leave as soon as the teacher is aware of such need so the Board will have the maximum time to provide for the teacher's absence. The minimum notice time shall be at least 45 days prior to the requested leave date, except that a shorter notice may be permitted in an emergency.

- B. Leaves granted under this section shall not be for more than one (1) year. Extensions may be requested.
- C. The teacher, to the extent practicable, shall have the responsibility to coordinate the commencement and termination of any such child care leave with the professional responsibilities of the teacher and the teaching schedule in order to avoid undue disruption of the educational program and the staffing requirements of the Board.
- D. Each leave agreement shall include a requirement that the teacher notify the Board on or before a certain date that the teacher intends to return to active service (normally at the beginning of the semester). If a teacher fails to give such notice, the teacher shall be considered to have resigned.

Section 12. Sabbatical Leave

- A. Sabbatical leave may be granted to teachers subject to the approval of the Board of Education upon the recommendation of the superintendent, when in their considered judgment the professional competence of the staff member and the general welfare of the school district will be benefited. Sabbatical leave is granted to teachers to permit them to improve their ability to render educational service to the district. Such improvement is achieved by formal study in the teacher's area of instruction.
 - 1. The Board, after a teacher has been employed at least seven (7) consecutive years in the Sturgis system, may grant the teacher a sabbatical leave for professional improvement not to exceed one (1) year provided that the teacher holds a continuing or permanent certificate.
 - 2. At the end of the entire leave, the faculty member will be returned to a teaching position and receive credit for one year on the salary schedule.
- B. In addition, sabbatical leave shall be governed by the following terms and conditions.
 - 1. No more than one (1) teacher may be granted leave during any fiscal year.
 - 2. The period of the leave shall not be less or more than one (1) year.
 - 3. A sabbatical leave once granted cannot be terminated before the date of expiration except as otherwise agreed upon by the Board of Education.
 - 4. As a condition to receiving final approval, the applicant shall sign and file with the Secretary of the Board of Education a written agreement stipulating that he will remain in the employ of the Sturgis Public Schools for a period of one (1) year after the expiration of said leave. This condition does not apply in cases wherein the person becomes incapacitated to work or in cases where the condition is waived by the Board of Education.
 - 5. A teacher on approved sabbatical leave will continue to receive health/hospitalization insurance benefits as provided by the terms of the Agreement during the approved sabbatical period. The teacher will not be eligible for any other form of compensation from the Board. If the teacher fails to return upon completion of the sabbatical, he will be required to repay the Board the full cost of the insurance premiums.

6. The teacher returning from a sabbatical leave shall receive the same credit on the salary schedule as though he taught in the system that year. The teacher shall continue to accumulate seniority while on sabbatical.
7. Applications for sabbatical leave shall be filed with the Superintendent not later than February 1 for a leave commencing the first semester of the following year.
8. Applicants shall file with the application a detailed plan for the period of the leave. The Superintendent, for his recommendation to the Board, shall consider the date of application, the purpose of the leave, the seniority of service in the school district, the professional growth of the applicant, the potential benefit to the school district, and any other factors deemed important.
9. The Superintendent shall notify all applicants as to the final disposition of the request by March 31.

Section 13.

- A. An employee may request to be absent for personal business up to a maximum of five (5) days. If request is approved by the Superintendent, the absence will be without pay unless personal business or comp days can qualify under other sections of this Agreement.
- B. Deductions for such absences will be made at the per diem rate of the annual salary for each day of absence.
- C. Request to go on personal vacations may be granted by the Superintendent in his sole discretion.

Section 14. Employees who are officers of the M.E.A. shall be granted up to seven (7) days/year leaves of absence without pay or benefits. (Said pay will be reimbursed to the district by M.E.A. at the contracted rate of pay and benefits).

Section 15. Personal Leave - An employee may be granted a personal leave of up to twelve (12) calendar months without pay. An employee wishing a personal leave of absence shall apply in writing to the Superintendent stating the reason for the leave. The granting of such personal leaves is discretionary with the Superintendent and is not subject to the grievance procedure. The Superintendent may extend personal leaves if the employee requests an extension in writing at least forty-five (45) days prior to the expiration of the original leave. For leaves terminating at the end of a school year, extension requests must be made by March 1.

Section 16. Teachers on child care, FMLA, sabbatical, health and hardship, professional and personal leave shall return to their same position except when the position no longer exists or when curriculum changes have altered the nature of the position or student enrollment changes necessitate the reassignment of teachers. In such cases, the teacher shall be given a position as similar to the former position as possible.

Section 17. Teachers teaching during the summer and under contract will be eligible for a continuation of their sick leave from the preceding school year.

ARTICLE XII - LAYOFF AND RECALL

Section 1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce educational programs and curriculum when it shall, in its own judgment, determine a necessity.

Section 2. Definitions

- A. "Certified" or "Certification" shall be as defined by the State Board of Education.
- B. "Qualified" shall mean highly qualified as determined by the state and impacted by NCLB as part of the ESEA.
- C. "Seniority" will be defined as the teacher's ranking on the seniority list (see section 3). Seniority shall not be interrupted by leaves of absence, or layoff or transfer to a non-bargaining unit position, however, seniority shall not continue to accumulate while on leave, transfer or layoff unless otherwise specified in this contract. Date of hire shall commence from the individual's acceptance of a letter of intent.

Section 3. Seniority List - By November 1 of each year of this contract, the administration shall prepare a seniority list showing date of hire and leaves of absences. Prior to the posting of the list, the Association representatives will be given an opportunity to review the list and meet with the administration concerning any disputes. All disputes shall be resolved or grievances filed thereon by November 15. After November 15, the list may not thereafter be challenged nor altered in any way except for grievances then in process.

Section 4. It shall be the laid-off teacher's responsibility to maintain his current mailing address and/or forwarding address with the employer; eligibility for recall shall be based upon the teacher's certificate on file at the time of recall notice. The teacher bears the burden of supplying the employer with the information contained in this Article in order to be eligible for recall.

ARTICLE XIII - COMPLAINTS

Section 1 A teacher shall be entitled upon request to have a representative of the SEA present during disciplinary action. The teacher shall be informed of his right prior to the disciplinary action.

Section 2. Any case of assault or legal action upon a teacher while acting within the scope of his duties shall promptly be reported to the Board or its designated representative.

Section 3. Upon request and appointment with a central office administrator, each teacher shall have the right to review the contents of his own personnel file. A representative of the S.E.A. may, at the teacher's request, accompany the teacher in this review.

Section 4. No detrimental material may be placed in a teacher's file without his knowledge.

Section 5. The Board will provide advance notification to the teacher should their personnel file be requested under the Freedom of Information Act. The employee will be provided the opportunity to review the contents before the release of the file and may request SEA representation in this review. Information released will comply with the Freedom of Information Act and the Bullard-Plawecki Employee Right to Know Act.

ARTICLE XIV - MEETINGS

Section 1. The administration reserves the right to call staff meetings which will as a general rule occur before or after school for no longer than an hour and fifteen minutes. After school meetings will begin within twenty (20) minutes after students are dismissed. Before school meetings will begin no earlier than one hour and fifteen minutes before the start of the student day. Except for emergency meetings which fall under the purview of crisis management, no staff meeting shall be called unless a minimum of forty-eight (48) hours advance notice is given. Attendance at staff meetings is mandatory for both full and part-time staff unless the teacher receives permission to be absent by the administration prior to the meeting. Part-time staff is included in all the provisions of this Article.

Section 2. Professional Development Meetings - To facilitate complete curriculum development, teachers will attend professional development workshops. The administration will have the responsibility for arranging and conducting these meetings along with a sub-committee for professional development to be established by the district's curriculum coordinating committee.

Section 3. The administration may require teachers to attend other meetings and conferences scheduled outside the normal work day.

Section 4. The administration shall not call more than thirty-two (32) hours of meetings specified in section 1, 2, and 3 above per year excluding parent-teacher conferences as specified in Article VI, Section 7. Departmental and grade level meetings are voluntary unless specifically stated otherwise by the building principal. Mandatory departmental and grade level meetings require a forty-eight (48) hour advance notice. Meetings of department chairpersons are not within the thirty-two (32) hour limitation.

ARTICLE XV - CONTINUITY OF OPERATIONS

For the duration of this Agreement, the S.E.A. will not engage in, authorize, encourage either directly or indirectly, any concerted interruption of educational activities due to a cessation, withdrawal or withholding of services in any manner or form either in whole or in part by members of the bargaining unit for any reason, and, no officer or representative of the S.E.A. or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity. The Board agrees that it will not lock out the employees for the duration of this Agreement.

ARTICLE XVI – PROFESSIONAL COMPENSATION/SALARY SCHEDULE

SEE APPENDIX “A” FOR THE SALARY SCHEDULES

ARTICLE XVII - PROFESSIONAL COMPENSATION / FRINGE BENEFITS

Employee Benefit Subsidy:

- A. Insurance – Upon receipt of a properly executed application and election forms, and subject to the at-work provision of the carrier, each employee covered by the terms of this Agreement shall be eligible for the following employee benefits:
- Blue Cross Blue Shield of Michigan medical insurance
 - Dental coverage
 - Vision coverage
 - Long-term disability
 - \$10,000 life insurance and AD & D
- B. Certified personnel not electing health insurance paid by the Board, but covered under a health insurance plan, will receive \$150.00 per month which may be applied toward any approved options that may be established by the Board as authorized by the Employer's Section 125 Plan.
- C. Employees are required to notify the payroll office, in writing, of any changes in eligibility for coverage on the part of any person covered by the employee's application. An overpayment resulting by the failure to notify the payroll office shall be the responsibility of the employee.
- D. No duplicate health coverage within the system shall be provided.
- E. The employer shall pay a maximum of the following amounts toward the total cost of the medical insurance (excluding dental, vision, life and LTD):
- a. \$5,500 for single subscribers,
 - b. \$11,000 for two person subscribers, and
 - c. \$15,000 for full family subscribers.
 - d. The employer shall not be required to make any payment in violation of the cap formulas in P.A. 152 of 2011. The employer shall not make any additional payments above these premium caps towards any deductible, premium, co-pay, cafeteria account or other fee related in any way towards employees' medical insurance costs. The remaining annual costs shall be paid by the employee through payroll deduction.
- F. If teaching one-half (1/2) time or more, teachers are eligible for all benefits on a pro-rated basis. Grades K-5 to be based on clock hours of the school day. Grades 6-12 to be based on a six period teaching day.

ARTICLE XVIII - PROFESSIONAL COMPENSATION / EXTRA DUTIES

Section 1. Percentage rates for extra duty: Following are pay rates for outside classroom duties which are to be paid on the percentage basis and based on the bachelor's column (Column A) of the adopted salary schedule for the current year. Individuals having extra duties will begin at the bottom level regardless of teaching experience, unless the individual has had experience in the specific area of the extra duty responsibility.

<u>ATHLETICS:</u>	<u>Percentage</u>
<u>High School</u>	
Baseball – Varsity	10%
Baseball - Jr. Varsity	6%
Basketball – Varsity	14%
Basketball - Jr. Varsity	9%
Basketball – Freshman	8%
Cheer - Varsity Fall /Sideline	4%
Cheer - Varsity Winter Competitive/Sideline	8%
Cheer - Jr. Varsity Fall /Sideline	3%
Cheer - Jr. Varsity Winter/ Sideline	6%
Cheer - Freshman Varsity Fall /Sideline	3%
Cheer - Freshman Winter Competitive/Sideline	5%
Cross Country - Head Coach	9%
Cross Country – Assistant	6%
Faculty Manager – Fall	2%
Faculty Manager - Spring & Winter	6%
Football – Varsity	14%
Football - Varsity Assistant	9%
Football - Jr. Varsity	9%
Freshman Football	8%
Golf – Varsity	7%
Golf – Assistant	3%
Gymnastics	10%
Gymnastics – Assistant	7%
Soccer – Varsity	9%
Soccer - Jr. Varsity	6%
Softball – Varsity	10%
Softball - Jr. Varsity	6%
Swimming	12%
Swimming – Assistant	7%
Tennis	8%
Tennis – Assistant	5%
Track - Varsity – Head	10%
Track - Varsity Assistant	6%
Trainer - Per Season	8%
Trainer - Assistant - Per Season	4%
Volleyball – Varsity	12%
Volleyball - Jr. Varsity	6%
Volleyball – Freshman	6%
Wrestling – Varsity	12%
Wrestling - Jr. Varsity	6%
Wrestling – Freshman	4%

Middle School	
Basketball - 8th Grade	6%
Basketball - 7th Grade	6%
Basketball - "B"	5%
Cheer - Winter Competitive/Sideline	4%
Cross Country	4%
Faculty Manager	3%
Football – Head	6%
Football – Assistant(s)	4%
I. M. Director - Noon Hour	6%
Tennis - Co-ed – Head	5%
Tennis - Co-ed – Assistant	3%
Track – Head	5%
Track – Assistant	3%
Volleyball	6%
Volleyball - "B"	5%
Wrestling – Head	6%
Wrestling – Assistant	5%
OTHER:	
Activities Director - Middle School	4%
Business Prof. Assoc. Advisor	4%
Debate - High School	5%
Department Heads - High School	4%
Department Heads - Middle School	4%
Department Heads – Elementary	4%
Destination Imagination - Bldg. Coord (CO, WA, WZ, EW & Secondary)	1%
Forensics	4%
Mentoring - 1st Year Staff	\$750
Mentoring - 2nd Year Staff	\$500
Mentoring - 3rd Year Staff	\$250
National Honor Society	2%
North Central Chairperson	5%
Outdoor Coordinator – Eastwood	3%
Outdoor Ed. Teacher	1.5% *
Pep Club	3%
Play Director - Jr./Sr.	8%
Play Director - Assistant Jr./Sr.	5%
Prom Director	\$1,500
Pro-Solve - Bldg. Coord. (CO,WA,WZ)	1%
Quiz Bowl - Middle School	1%
Quiz Bowl - High School	2%
Radio	8%
Science Olympiad - Bldg. Coord. (CO, WA, WZ, EW, MS & HS)	1%
Student Activities Director - High School	11%
Student Council – Eastwood	2%
Tech Go-To HS	\$1200
Tech Go-To MS	\$900
Tech Go-To EW	\$850
Trojan Times	3%
Trojan Vision	3%
Year Book - Business Director	6%

<u>MUSIC:</u>	
Band Director - High School	12%
Band Director - Middle School	4%
Choreography – Musical	2%
District Coordinator of Music	2%
Drama Director – Musical	3% **
Eastwood Singers	2%
Marching Band Director - High School Assistant	2%
Mariachi Band	8%
Musical - Director of Orchestra	3%
Musical – Director	8%
Orchestra Director - Middle School	4%
Orchestra Director - High School	8%
Vocal – Secondary	12%
Vocal - Middle School	4%

* For required curriculum.

** If needed outside music department.

Section 2. Miscellaneous Salary Information

A. When it is necessary to assign teachers for an extra period:

1. The teacher will be asked if he would take the extra period - it will be voluntary.
2. The pay will be 1/5 (1/15 per trimester) of the salary of the column the teacher is on except classes covered in No. 4.
3. A teacher working the extra period will have a conference period before the regular school hours, after the regular school hours, or fractional combination thereof.
4. For full-time Career Technical Education classes (two 3-hour classes or three 2-hour classes) the pay will be \$2,000

* Same students would be in the extra period.

* There would be no additional planning or teaching preparation as it is an extension of an existing class into a two or three hour block of time.

B. Teachers receiving extra pay are expected to perform their share of regular curricular and extra curricular duties the same as all other faculty members. Teachers having responsibility for outside classroom duties shall receive extra pay for these responsibilities as per schedule. The regular teaching salary schedule covers compensation for classroom duties and responsibilities.

Extra Duty Pay - Teachers who volunteer and are pre-approved by the administration to voluntarily in the following activities:

1. Athletic events
2. Dramatic and musical events.

C. Industrial Technology Department - Pay for Maintenance of Equipment.

1. Shop equipment must be properly maintained and readied for class instruction as part of normal duties.
 2. It is expected that teachers in these departments will need to spend a reasonable amount of time preparing their shops for the beginning of school, the closing of school, special instructional projects and maintenance of equipment.
 3. When major maintenance projects require extra time by a shop teacher, he will submit a requisition to the building administrator for the extra time.
 4. The rate shall be the hourly rate for instruction.
- D. Teachers who substitute on an hourly basis can be reimbursed two ways:
1. At the hourly rate.
 2. Accumulate five (5) hours of substitute time and earn one (1) personal business day off.
 - a. Only two (2) teachers out at a time per day using this accumulated leave.
 - b. Used on a first-come, first-served basis (no seniority). Administrators have prerogative of assignment.
 - c. If not used by November 16 of the following school year (may not be used in August or September), teachers will be paid in December at the prior year's hourly rate (year earned).
 - d. No more than two (2) additional days off per year may be earned in this fashion.
 - e. Comp time leave must be taken in units of half days or full days.
 - f. In addition to the above, the rules governing personal leave shall apply.
 - g. When assigning teachers to substitute at the hourly rate, the principal has prerogative of assignment.

Section 3. Approved Hours

- A. All credits taken shall be approved by the Superintendent in accordance with Paragraph C below.
- B. It is suggested that the teacher receive approval for the "40" approved hours and/or the "20" approved hours before taking a course but the course must be approved before the contract can be amended.
- C. The following procedure will be used for course approval:
 1. Submit written request to take a course(s). The request shall include basic information along with the reasons for taking the course(s).
 2. Obtain written approval or denial from Superintendent before taking course(s).
 3. Upon satisfactory completion, submit official proof of satisfactory completion to the Superintendent.

Section 4. Transfer from Column to Column

Transfers from column to column shall be permitted only by the second week in September or February 1. Change in contract compensation shall not be retroactive, unless the Superintendent is notified by the teacher that he qualifies for transfer from one column to another and is subsequently supported by a transcript from the appropriate source.

Section 5. Salary Checks

- A. Pay periods will be every two weeks. Each faculty member may select one of the following two pay options at the beginning of the school year.
 - 1. 26 or 27 pay periods and/or lump sum payment of last six on the 21st or 22nd pay period.
 - 2. 21 or 22 pay periods.
- B. No pay can be advanced to any employee prior to the scheduled pay period.
- C. Pay dates shall be established annually by agreement of both parties.

Section 6. Tax Deferred Annuities

The Sturgis Board of Education passed a resolution making it possible for teachers to have a deduction for Tax Deferred Annuities.

Section 7. Other Deductions - Made After Authorization

Federal Income Tax - Mandatory
Michigan Income Tax - Mandatory
Social Security - Retirement - Mandatory
National Education Association
Michigan Education Association
Sturgis Education Association
Hospitalization
Credit Union/Local Banks
Tax Deferred Annuities - Deductions under Section 403b of the I.R.C.
Other Deductions only by special authorization.

Section 8. Travel: IRS Rate

ARTICLE XIX - DEPARTMENTAL ORGANIZATION

Section 1. To insure a sequential and coordinated curriculum for the school (K-12), department heads may be appointed by the administration, with the consent of the teacher.

- A. The department heads will:
 - 1. Collect and assemble curriculum material for sequential development of course work from one year to the next year.
 - 2. Help determine material and course work to avoid duplication and overlapping of subject matter.

3. Work with administration in planning and holding teacher meetings within each department when needed. It will be the direct responsibility of the administration to see that the above is carried out.
- B. This appointment is for one year and there is no requirement to reappoint the same person as department head. The Board retains the right to evaluate and change the department head program each year.
- C. Department heads will not be required to evaluate, discipline, or remediate other teachers.

ARTICLE XX – CALENDAR

Section 1. Calendar: The school calendar will be based on the following criteria:

- A. The teachers' calendar shall not include more than 185 days. The Board in its sole discretion may add one additional day to be paid at the hourly rate defined on the salary schedule.
- B. The calendar for the next school year shall be discussed thoroughly by the administration with duly authorized association members appointed by the local unit president prior to submitting the calendar for Board adoptions.
- C. Changes to the calendar made after its adoption by the Board of Education shall be discussed with members appointed by the Association.
- D. Winter recess will be for a duration of two (2) weeks.
- E. Mid-winter break will be President's Day and the preceding Friday in February.
- F. If Good Friday falls on the last Friday of March, spring break will be the following full week. Otherwise, spring break will be the first full week in April. Good Friday, when not falling within spring break, will be "no school" for students.
- G. The three (3) teacher work days shall be scheduled as follows:

First day of school year
Last day of school year
One day at Board option
- H. The first student day of each school year be a half-day (1/2) for students

Section 2. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by "Act of God." When the schools are closed to students due to the above conditions teachers shall not be required to report for duty.

Section 3. Snow days will be made up in accordance with current Michigan Law in the following manner:

- A. Neither the winter holiday, spring break, nor professional development days will be used for scheduling make-up days unless otherwise agreed upon by the two parties.

- B. Additional "Act of God" days or instructional hours required to meet State School Code will be made up at the end of the school year.

ARTICLE XXI - IMPLEMENTATION OF THE AGREEMENT

Section 1.

- A. Representatives of the Board and the S.E.A.'s Bargaining Committee may meet subject to call by either party for the purpose of reviewing the administration of the contract, and to resolve problems that may arise.
- B. If both parties agree to a meeting, each party will submit to the other, three (3) days prior to the meeting, an agenda covering what they wish to discuss.
- C. All meetings between the parties will be scheduled to take place as promptly as possible at times when the teachers and administrators involved are free from assigned responsibilities unless otherwise mutually agreed.

Should such a meeting result in a mutually acceptable amendment of the Agreement then the amendment shall be subject to ratification by the Board and the S.E.A.

ARTICLE XXII- FINAL PROVISIONS

Section 1. This Agreement shall constitute the full and complete commitments between both parties. It supersedes and cancels all previous Agreements verbal or written or based on alleged past practices between the Board and the S.E.A. This Agreement may be altered, changed, added to, or deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

Section 2. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Section 3. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms.

Section 4. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law or administrative ruling of the Michigan Department of Education, then such provision or application shall not be deemed valid and subsisting except where permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 5. There shall be four (4) signed copies of the final agreement for the purposes of record. One copy is to be retained by each of the following: The Board of Education; the S.M.E.A., the S.E.A., and the Superintendent.

Section 6. Copies of this Agreement shall be available to all teachers at the opening of school or within thirty (30) days of the signing of this Agreement, whichever is later.

Section 7. If an Emergency Manager is appointed under the Local Government and School District Fiscal Accountability Act, the Emergency Manager is authorized to accept, reject, modify or terminate this Agreement as provided in that Act.

ARTICLE XXIII - DURATION AND TERMINATION

Section 1. This Agreement shall become effective August 1, 2012 and shall remain in full force and effect until August 31, 2013. It is agreed that a "pilot" teacher evaluation system will be developed and used during the 2012-13 school year. This Agreement shall not be extended orally and it is expressly understood that it should expire on the date indicated.

Sturgis Education Association

Sturgis Board of Education

Dated: _____