

8/23/91



AGREEMENT

between

THE BOARD OF EDUCATION

of the

STOCKBRIDGE COMMUNITY SCHOOLS

and

**THE INGHAM CLINTON
EDUCATION ASSOCIATION/MEA-NEA**

September 1, 1988 - August 23, 1991

Stockbridge Community Schools

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**



TABLE OF CONTENTS

ARTICLE		PAGE
	Professional Employment Contract	1
	Witnesseth	1
Article I	Recognition	1
Article II	Deductions for Professional Dues	2
Article III	Association and Teacher Rights	3
Article IV	Board and Administration Rights	5
Article V	Teaching Conditions	5
Article VI	Teaching Hours, Class Load and Discipline	11
Article VII	Professional Behavior	12
Article VIII	Qualifications and Assignments	13
Article IX	Illness and Disability	16
Article X	Teacher Incapacity	17
Article XI	Long Term Substitutes	19
Article XII	Continuity of Operations	19
Article XIII	Professional Grievance Negotiations Procedure	20
Article XIV	Teacher Evaluation	24
Article XV	Unpaid Leaves of Absence	27
Article XVI	Termination Leave	27
Article XVII	Retirement	28
Article XVIII	Association Business	29
Article XIX	Pay Periods	29
Article XX	Annexation, Consolidation, or Other Reorganization of the District	30
Article XXI	Seniority, Layoff, and Recall	30
Article XXII	Student Teachers	32
Article XXIII	Subcontracting	32
Article XXIV	Miscellaneous	32
Article XXV	Job Sharing	33
Article XXVI	Duration	36
	Appendix A - Salary Schedule	37-38
	Appendix B - Fringe Benefits	39-40
	Appendix C - Extra Duty Pay Schedule	41-42
	Appendix D	43
	Appendix E - Curriculum Committee	44
	Appendix F - Calendar	45-54
	Letter of Agreement - Starting Times	55
	Letter of Agreement - Remedial Reading Program	55
	Letter of Agreement - Pay for Participation	55
	Letter of Agreement - Staggered Planning Period	55
	Letter of Agreement - Appx. C. Study Committee	56
	Letter of Agreement - No Reprisals	56
	Field Trip Policy	57



PROFESSIONAL EMPLOYMENT CONTRACT

This Agreement entered into this 19th day of September, 1988, by and between the School District of Stockbridge Community Schools, Stockbridge, Michigan, hereinafter called the "Board" and the Ingham Clinton Education Association/MEA-NEA/Stockbridge Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Stockbridge Community Schools is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teacher service and;

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards and;

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, terms, and conditions of employment, and;

WHEREAS, the parties have reached certain understandings which they desire to confirm this Agreement;

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

ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certified professional personnel whether under contract, on leave, or layoff, long-term substitutes, employed or employed in the future by the Board, excluding: Superintendent, Assistant Superintendent, Principal, Assistant Principal, Athletic Director, and Supervisors within the meaning of the Public Employment Relations Act, and all other employees. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references 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.
- C. A long-term substitute is a teacher who has completed at least sixty (60) consecutive days of service in the same position.

- D. A bargaining unit member, who has not previously attained tenure, under the Michigan Teachers' Tenure Act, MCLA 38.71 ET. SEQ.; MSA 15.1971 ET. SEQ.; in a position other than as a classroom teacher, who is placed in a bargaining unit position other than a classroom teacher, shall not be deemed to have tenure in such position by virtue of this contract or any individual contract for such non-classroom position, but shall be deemed to have continuing tenure as an active classroom teacher.
- E. As is recognized by the past practice of the parties, many of the functions required of the Board/Employer under this Agreement may be performed by administrative employees.

ARTICLE II

Deductions for Professional Dues

- A. All teachers, except those employed as of June 17, 1974, who were not members of the Association, shall as a condition of employment either:
1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association, the Michigan Education Association and the local Association) and such authorization will continue from year to year unless revoked in writing between June 1st and September 1st of a given year, or;
 2. Within thirty (30) days from date of commencement of teaching duties, pay as a fee to the Association legally permissible amounts (not to exceed the cost of dues) determined in a legally permissible manner, provided, however, that the teacher may authorize payroll deductions for such fee in the same manner as provided in Section 1. In the event that a teacher, unless exempted as stated above, shall not pay such fee directly to the Association or authorize payroll deductions the Board shall immediately cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment. All teachers new to the District will be informed of this requirement when being offered employment in the District.

The Association agrees to indemnify and save the Board, including each individual school board member and the School District, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this agreement.

No individual teacher shall have a right to dispute the implementation of this Article through the grievance procedure.

- B. The deduction of membership dues shall be made from one regular pay check each month, for ten (10) months, beginning September and ending in June of each year and the Board agrees promptly to remit to the respective Associations all moneys so deducted, accompanied by a list of teachers from whom the deductions are made.

ARTICLE III

Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, 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 and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board 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 the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers here under shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use school buildings for meetings at all reasonable hours during which custodial services are regularly scheduled. Meetings may be held in the High School when there is no regularly scheduled custodial service in another building. When special custodial service is required, the Board shall make standard charges as stated in the custodial contract.
- D. Members of the bargaining unit and their authorized representatives shall be permitted to transact Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall provide its own material and supplies incidental to such use.

- F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the District teacher mail boxes for communications to teachers. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association on or off school premises. The fact that this Section does not state that the Association may use the District's mail service shall not be construed as changing any practice of allowing the Association to deliver mail to teachers and have access to teacher mail boxes.
- G. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all board meetings, treasurer's reports, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Association.
- H. The Board shall inform the Association of any new or modified fiscal budgetary, or tax program, construction program or major revision of educational policy which are proposed or under consideration and the Association may ask to consult with the Board and the Board shall meet with respect to said matters prior to their adoption and/or general publication.
- I. Teachers shall be entitled to full rights of citizenship and no religious or political activities or any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Consistent with the Code of Ethics of the Education Profession, the private and personal life of any teacher is not within the appropriate concern or attention of the Board. Subject to the requirement that there must be just cause for any discipline, this provision shall not restrict the right to discipline if the teacher's ability to function effectively as a teacher is adversely affected.
- J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status. Sex may be considered when making assignments requiring locker room supervision.
- K. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, religion, color, age, sex, marital status, or national origin.

- L. Each teacher may review the contents of all records (excluding initial references and those from previous Districts) contained in his/her file. The teacher may have a representative of the Association present during such review. The teacher must make an appointment 24 hours in advance with a central office administrator or designee.
- M. No material may be placed in the teacher's personnel file unless the teacher has had the opportunity to review the material. If the teacher is asked to sign such material, the signature shall be understood to mean only that the teacher has been made aware of the material. Any material found to be inappropriate or in error shall be corrected or removed from the file. The teacher shall have the right to attach a statement of clarification or dissent.
- N. Any complaint against a teacher shall be promptly brought to the teacher's attention if the nature of the complaint may affect the teacher's job status.
- O. All recommendations shall be based upon the contents of the teacher's personnel file.

ARTICLE IV

Board and Administration Rights

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

ARTICLE V

Teaching Conditions

- A. Because pupil-teacher ratio is an important aspect of an effective educational program the parties agree that class size should not exceed the following maximum standards. The Board will make every effort to avoid imbalance in class sizes, grades PreK-5, taking into consideration the following factors: numbers in excess of contract maximums, planning and preparation time, students with special needs, space, facilities, equipment, and materials. Any teacher may request a teacher's aide from the building principal and the principal's immediate supervisor. Special consideration shall be given to request made by PreK-2 teachers. The administration will determine the necessity and placement of teacher aides.

1.	<u>Elementary</u>	<u>Maximum</u>
	Readiness Kindergarten	18*
	Kindergarten	25
	Junior First	18*
	First-Second Grade	25
	Third-Five Grade	28
2.	<u>Secondary</u>	<u>Maximum</u>
	Science	26
	General Mathematics (remedial)	22
	All Other Mathematics	26
	Social Science	28
	English	26
	Language	25
	Business	28
	Typing	28
	Industrial Arts	22
	Drafting	24
	Vocational Shop	20
	Non-vocational Agriculture	26
	Homemaking	20
	Music	50
	Art	25
	Physical Education	30
	Health	25
3.	<u>Special Education</u>	<u>Maximum</u>
	Special Classes for Mentally Impaired	15

* These classes shall have a minimum of a one-half (1/2) time Instructional Aide.

- B. 1. The Board will make every effort to avoid imbalance in class sizes. Whenever a class size exceeds the maximum listed in (A) above; the Board shall grant all requests made by teachers for Aide assistance.

At the Elementary Level (K-5) Aide assistance will be allotted on the following basis:

1 - 3 students over Section A maximums	minimum 1 hour Aide assistance
4 or more students over Section A maximums	minimum 1 1/2 hour Aide assistance

Grade 6 will be considered as an Elementary grade and subject to the above formula if it becomes operated on a self contained classroom basis.

At the Secondary level Aide assistance will be allotted on a per class period basis.

These Aides will be provided by the start of the third week of classes, except in marginal cases. In no case shall the Aide be provided later than the Monday following the fourth Friday. In the event the class count goes below the maximum, the Board may withdraw the Aide.

2. The Board will make all reasonable efforts to equitably distribute students among the various sections and in each subject area. Whenever there is an overload from the maximums listed in (A) above in a subject area, the Board shall provide Aide assistance for that subject area in accordance with the formula in Section B.1. Subject area shall be defined as those listed in A.2. above.
3. The affected teacher(s) shall, when making a request, provide a written detailed explanation and plan of use of said Aide assistance.

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

4. Marginal shall be defined as two, and/or those cases where it is reasonably expected that the students will be removed from the class in the near future.

- C. Counselors are provided to aid students with scheduling, career planning, personal counseling and to administer testing programs. Counselors may be used in other professional capacities when absolutely necessary on a temporary basis.

- D. Libraries will be open for student use during all student attendance days of the school year, with the exception of the first five (5) student days of the school year and the last five (5) student days of the school year. When regular library staff is not available, teaching staff shall have access to libraries so that student access will be possible.
- E. Special Education Classes shall not exceed the rules and regulations established by the Special Education Code and the State Department of Education.
- F. Efforts will be made to equitably distribute integrated/mainstreamed students. For any classroom which has two (2) or more integrated/mainstreamed students, teacher requests for Aide assistance shall be granted. The affected teacher(s) shall, when making the request, provide a detailed written explanation and plan of use of said Aide assistance. Limitations on Aide assistance shall be governed by § CC.

For the purposes of this provision, integrated/"mainstreamed" students shall be defined as any student who according to an I.E.P.C. should spend three (3) or more hours per day in a special classroom environment. The term "integrated student" shall be defined as any student who according to an I.E.P.C. should spend three (3) or more hours per day in a special classroom environment, but does not, due to parental refusal to allow the student to be classified as handicapped.

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

- G. No class size shall exceed the number of students that can be accommodated by the work stations available.
- H. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- I. The Board agrees to make available to each school a photocopy machine, adequate typing; duplicating stencil and mimeograph facilities and enough clerical personnel to insure that all duplication material will be run-off within a forty-eight hour period.
- J. The Board shall provide:
 - 1. A separate desk for each teacher in the District with lockable drawer space or alternate lockable space.
 - 2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
 - 3. Adequate chalkboard space in every classroom.

4. Adequate storage space in each classroom for instructional materials.
 5. Adequate attendance books, paper, pencils, pens, chalk, erasers, ditto masters, and other such materials required in daily teaching responsibility.
- K. The Board agrees to exempt elementary staff from the responsibility of noon duty (except in the case of inclement weather, when the teacher shall supervise activities in the classroom) and will provide them with thirty (30) minute duty-free lunch period after the teachers have escorted students to the lunchroom line.
- L. The Board shall provide to all buildings the addition to the professional staff of qualified or temporarily qualified Remedial Reading Teachers, if qualified personnel are available. This provision shall not be construed to prohibit the Board from implementing and continuing the Remedial Reading Program planned to commence at the Middle School in the 1985-86 school year.
- M. The Board agrees to exempt secondary staff from the responsibility of noon duty (except during the first two weeks of each semester, two days prior to each scheduled holiday, and during semester exams) and will provide them with a duty-free lunch period.
- N. If a noon hour aide is not available or if in the opinion of any building principal there is a loss of student control, the teachers in that building shall temporarily be assigned noon duty until the problem is resolved.
- O. The elementary teachers agree to supervise pupils during recess periods on an equitable rotating basis. Each building will make its own arrangement for rotation. In no case will an individual teacher be required to supervise more than four (4) fifteen-minute (15) recesses or two (2) thirty-minute (30) recesses in any one week.
- Secondary noon duty, as provided in (N) above, will be on an equitable rotating basis. Each secondary staff shall work out an agreeable rotation procedure with their administrator. Those teachers assigned to teach in more than one building shall not be required to perform noon duty supervision.
- P. The Board agrees to hire extra personnel to supervise elementary playgrounds during the noon hour recess. If non-professional people are not available, the Board agrees to pay the rate of \$10.00 per hour for playground duty to members of the teaching staff as necessary to supervise the playground.
- Q. The Board will reserve and properly maintain adequate off-street parking facilities for teachers.

- R. The Board and the Association mutually recognize the importance of continuous use of the adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the district and include therein all texts which are reasonably requested by the teachers of that school. A sum not to be less than \$50.00 per building per year (not to be less than \$250.00 for the District for the year) will be provided to fund this library. In each building the Association will appoint a committee of three (3) bargaining unit members and the Superintendent or designee who will, on the basis of staff input, select the materials for that building.
- S. Teachers shall not be required to work under unsafe, hazardous, or unsanitary conditions. Such conditions shall be defined as lack of water and/or toilet facilities for a period of two or more hours; lack of adequate lighting and lack of insulation, particularly in the Munith and Gregory Schools. All attempts should be made to keep walks and parking lots clear.

Under the conditions described above in one or more classrooms, or an entire building, the Superintendent or his/her designee shall be notified. He/she shall make the decision as to the closing of such room(s) or building. If the condition has not been corrected by the following morning, students will be notified that there will be no school until the situation has been corrected. When pupils are not required to remain or attend school, teachers in such class(es) or building will not be required to remain or attend school.

- T. Field trips will be allowed as they pertain to current Board policy which as been adopted and attached to this agreement.
- U. The administration will provide office help to relieve elementary teachers of maintaining cumulative attendance record books.
- V. The Board recognizes that many worthwhile conferences take place during the school year. Therefore, the Board agrees to consider requests for attendance at conferences for up to two (2) days per year per teacher at full pay with no loss of sick, personal or any other leave time. The District shall provide the full cost of all substitutes. The individual teachers shall pay all conference expenses unless the Board agrees to do so. The teachers who attend agree to make a written and/or oral report to their building staff.
- W. The administration will schedule parent-teacher conferences in the elementary grades in such a manner that state aid would not be forfeited.
- X. Adequate custodial services will be available for each building when school is in session.
- Y. When classroom Aides are absent, the Board will attempt to obtain a substitute.

- Z. Preliminary class lists of students shall be provided to teachers on or before the first day of school for teachers.
- AA. The Board recognizes its responsibility to give Administrative backing and support to its teachers with respect to the maintenance of control and discipline in the classroom.
- BB. In the event more than four (4) preparations per semester are assigned to a teacher in grades 6-12, the Principal, when requested, will hold a conference with the affected teacher to explore alternatives. In the event the assignment is not modified and more than four (4) preparations remain assigned, the affected teacher will be compensated an additional \$309 per year (1st Sem.) \$315 per year (2nd Sem.) (Effective 9/1/89 \$324 (1st Sem.) \$330 (2nd Sem.), Effective 9/1/90 \$347). This provision shall not apply to departments with less than two (2) full-time teachers or to the library, or physical education department; nor shall this provision apply to the 6th grade, if it is run on a self-contained classroom basis. In the event a subject is separated into parts or sections reflecting differences in student performance or learning abilities, the separate parts or sections shall not be considered to constitute separate preparations.
- CC. Notwithstanding any section of this Article, the Board's obligation to provide Aide assistance shall be limited so that the Board is not caused or required to provide more than 8,220 hours (Effective 9/1/89 8,820 hours, Effective 9/1/90 9,420 hours) of instructional Aide time per year. In the event the implementation of § B-1 and § F would require more than 8,220 hours (Effective 9/1/89 8,820 hours, Effective 9/1/90 9,420 hours) of instructional Aide assistance, the Administration and Association shall meet to discuss possible relief.

ARTICLE VI

Teaching Hours, Class Load and Discipline

- A. The starting time of the teachers day for the high school shall be 8:25 a.m. The starting time of the teachers day of the middle school shall be 8:13 a.m. The starting time of the elementary teacher day shall be 8:00 a.m. (except Smith, which shall be 8:05 a.m.). All teachers shall be dismissed as soon as all bused students clear the building.
- B. IEPC meetings shall be scheduled at times that are mutually agreeable to all of the parties involved. The meetings may be scheduled during either the teacher's planning time or after school. In no case shall a teacher's class be unsupervised as a result of an IEPC meeting.
- C. It shall be the duty of the administration to inform the staff twenty-four hours prior to any staff meetings, except in rare emergency circumstances. Individual teachers shall stay later than described in Section A above at the request of the building principal for a specific purpose. Every reasonable effort will be made to keep the meetings to approximately thirty (30) minutes.

D. The normal weekly teaching load for a seven (7) period teaching day will not exceed thirty (30) teaching periods and (5) unassigned preparation periods. The normal weekly teaching load for an eight (8) period teaching day will not exceed thirty-five (35) teaching periods and five (5) unassigned preparation periods. The normal weekly teaching load for a six (6) period teaching day will not exceed twenty-five (25) teaching periods and five (5) unassigned preparation periods. A minimum of 215 minutes of elementary preparation time shall be provided. Should special programs (Art, Music, Phys. Ed., Library) be reduced or eliminated, this provision shall be reviewed by the Board and the Association jointly.

E. Any teacher may voluntarily accept a class assignment either regularly or as a substitute, in place of an assigned preparation period and shall be compensated, when substituting, at the rate of \$10.30 per period (1st Sem.) \$10.51 per period (2nd Sem.) (Effective 9/1/89 \$10.83 (1st Sem.) \$11.05 (2nd Sem.), Effective 9/1/90 \$11.60). Teachers shall be given the opportunity to cover such classes provided they can be readily located.

Any teacher required to cover a class while covering his/her own class shall be compensated at the rate of \$10.30 per hour (1st Sem.) \$10.51 per hour (2nd Sem.) (Effective 9/1/89 \$10.83 (1st Sem.) \$11.05 (2nd Sem.), Effective 9/1/90 \$11.60) in addition to his/her regular pay.

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

The Board shall provide that teaching specialists, such as art and music instructors, will, in the event of absence, be temporarily replaced by a substitute in the same manner as other teachers in the District.

ARTICLE VII

Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.
- B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

- C. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline of the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher.
- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher.
- E. Curriculum: All teachers of a given subject or a given grade level shall be required to follow the curriculum guide or text for the subject or grade level unless granted specific permission by the administration to do otherwise.

ARTICLE VIII

Qualifications and Assignments

- A. All current teaching staff except those listed below shall receive written notice of their tentative teaching schedules and assignments for the forthcoming year no later than the final day of school. In the event that changes in such schedules or assignments are proposed, all teachers affected shall be notified and consulted about such changes as soon as possible.

Exceptions: Elementary Physical Education
 Elementary Music
 Elementary Art
 Recess and Noon Duty
 K-12 Speech and Language Therapist
 Reading Teachers
 Special Education Teacher
 Consultants

- B. 1. No involuntary transfers shall be effected, except to implement the layoff and recall provisions of this agreement, unless there is reasonable cause for such transfers. Such transfers are to be minimized to the greatest extent possible.
- 2. Involuntary transfers shall be defined as:
 - a. For grades PreK-5, a change of more than two (2) grade levels made after August 1, and the teacher has not taught the new assignment in the past three (3) years;
 - b. For grades 6-12, changes in major subject area made after August 1, and the teacher has not taught the new assignment in the past three (3) years. Major subject areas are defined in Article V. A,2.

3. In the event of involuntary transfers made after the week before the first student day of the school year, the affected teacher(s) will receive two (2) days for planning before beginning the assignment.
 4. In the event of an involuntary transfer under (2) above; at least two (2) additional days during the school year to attend, at District expense, training, conferences, or other classroom visitation in the new area of teaching (or grade level). Any conference must be approved by the Superintendent.
- C. No new teacher shall be employed by the Board for a regular teacher assignment who does not have at least a bachelor's degree from an accredited college or university unless a degree is not required for the assignment.
 - D. The employment of teachers upon special certificates is to be permitted only in cases of absolutely necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance.
 - E. Full time or emergency substitute teachers will be hired in regular positions (as opposed to temporary or substitute positions) under the provisions of the State Board of Education special 90 day certificate only when provisional, permanent, or continuing certificated teachers for such positions cannot be found.
 - F. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily for good cause, outside the scope of their teaching certificates or their major or minor field of study and the Association shall be so notified in each instance.
 - G. Whenever a job or position vacancy arises during the academic school year, the Superintendent or his designee shall post notice of same in each school building on a teacher's bulletin board. This notice shall appear at least (5) days prior to any interviews being conducted for the vacant job or position. The Board agrees to give full consideration to all current teaching staff for any job or position vacancy prior to hiring a new teacher for said job or position. However, the Board may temporarily hire a new teacher for the position and delay transferring a teacher to the position until the end of the school year to avoid disruption.

Teachers interested in transferring from within a building from grade level to grade level or department to department or from one building to another building and are qualified for the position that is created or is vacant shall indicate in writing to their building principal and the Superintendent their choice of jobs before summer vacation. If a vacancy occurs, said teacher is to be contacted before the position is filled. All jobs or positions that are created or become vacant during the summer vacation shall be posted in the Central Office with a copy sent to the Association President. This notice shall appear at least five (5) days prior to any interviews being conducted for the vacant

job position. If there are no applications for the position on file from staff members, the five (5) day summer posting may be reduced to two (2) days. Teachers are encouraged during the summer vacation to call the Superintendent's office weekly for up-to-date information on job vacancies. The Board can fill a posted position through the recall of a laid-off staff member, as provided for in Article XXI, rather than the transfer of a teacher who applies for the position.

H. When a vacancy (or vacancies) exist after the provision for recall of District teachers have been met, the following procedure shall be followed:

1. The Board will notify the President of the Stockbridge Education Association of such teacher vacancies.
2. Teachers who have been laid off in districts whose teachers are affiliated with the ICEA/MEA/NEA because of declining enrollment or financial necessity, and who are qualified and apply for such vacancy (or vacancies) shall have applications considered.
3. Seniority shall not be transferred from the previous district and shall commence with the first day of employment with this District.
4. Full experience and degree credit for placement on the salary schedule shall be recognized to the limits of this agreement.

I. Special Teaching Assignments:

1. Assignments for adult education, driver education and summer school programs will be made by the Board on the basis of preference to teachers possessing permanent/continuing teaching certificates regularly employed in the District during the normal school year. No teacher shall be required to work a split shift or to teach less than three hours in a summer school program. Rates of pay for these positions shall be found in Appendix C, Extra Duty Pay Schedule.
2. The Board agrees to make every effort to maintain at all times an adequate list of substitute teachers. Teachers shall be informed of a telephone number they will call to report unavailability for work.
3. Teachers are to call to report absences before 7:00 a.m.
4. Once a teacher has reported his/her unavailability for work, it shall be the responsibility of the administration to arrange for a substitute teacher.
5. Detailed lesson plans shall be made available for the substitute.
6. High school teachers who volunteer to help supervise high school graduation exercises will not be required to report to work on the last teacher day of the school year, provided their work is completed to the satisfaction of the school principal.

ARTICLE IX

Illness or Disability

A. Sick Leave

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

Should a teacher leave employment with the district before the end of the school year, their final pay check will be adjusted for sick days not earned at the rate of one day per month.

2. Sick leave days may be used by an employee for:
 - a. His/her own illness or disability, which shall include, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.
 - b. The illness or disability of a spouse, parent, parent-in-law, brother, sister, child, or other household dependent. Upon approval by the Superintendent, they may be used for others when the closeness of the relationship justifies this.
3. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of the illness or disability.
4. Absence due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Worker's Compensation Act for the period of such time as necessary up to one year. Time shall be pro-rated against sick leave at the rate of 1/2 day of sick leave per day on Worker's Compensation.
5. The Board agrees that maternity leave will follow the same procedure as the current sick leave policy.
6. Upon returning to school after an illness each teacher shall sign the District form indicating the reason of absence, same to be filed in the Principal's office. The teacher shall receive a copy.

B. Bereavement Leave

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

- C. At the beginning of each school year, each teacher shall be credited with two (2) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day shall notify the principal at least two (2) days in advance, except in cases of emergency. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend, or vacation period and reasonable restrictions may be imposed on personal leaves on such days. Unused business days may accumulate to three (3), no more than two (2) of which may be used consecutively. Unused personal business days in excess of three (3) at the end of the school year will convert to sick days.
- D. Jury duty, court appearances.
- Teachers called for jury duty, or subpoenaed for a court appearance, or called to appear at an arbitration by the Board, shall receive full pay. There shall be no charge against sick, personal business, or any other leave. If the teacher receives compensation for such appearances, he/she shall reimburse the District for said amount.
- E. General Provisions for all leave days:

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

High School - end of third period
Middle School - end of fourth period
Elementary - beginning of lunch period

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

ARTICLE X

Teacher Incapacity

- A. Whenever the Board claims a teacher is physically or mentally incapable of performing classroom teaching duties, it shall submit in writing to the Association and teacher involved specifying the reasons for the alleged incapacity and requesting the appointment of a medical panel to examine the teacher and report its findings to the Board, Association and teacher.
- B. The medical panel shall consist of three (3) M.D.'s or D.O.'s with the Board and teacher each selecting one and one to be mutually agreed upon.
- C. The Board shall designate its nominee for the panel in its request to convene the panel and the teacher shall designate its nominee to the medical panel not later than seven (7) days after receipt of the Board's written request for the panel. During this seven day period, the teacher and the Board shall mutually agree upon a third member to the panel.

- D. The medical panel shall have fourteen (14) days from date of appointment of the last member thereof to examine the teacher and report its medical findings in writing to the Board, Association and teacher.
- E. After receipt of the written findings of the medical panel, the Board shall not have more than fourteen (14) school days to determine whether the teacher is incapable of performing normal classroom teaching duties. If the Board shall determine the teacher is incapable, it shall notify the teacher and Association of the date of commencement of such incapacity and the period of incapacity, which period shall not exceed one year from the specified date of commencement. Such incapacitated teacher shall be eligible for benefits in accordance with the disability provisions of the Illness and Disability clause of this Agreement.
- F. The decision of the Board determining a teacher to be incapable shall be final, except as provided in sub-paragraph J of this Article, unless the Association, teacher or both shall within ten (10) school days of receipt of the written decision of the Board demand in writing that the decision be submitted to arbitration. If such a demand is made, arbitration shall proceed in accordance with the Arbitration provisions of this Agreement.
- G. The teacher shall be returned to the same or substantially equivalent position with no loss of benefits at the end of the period of incapacity specified by the Board in its determination of incapacity unless the Board, not more than sixty (60) days before the end of such designated period of incapacity shall request in writing to the Association and teacher the reconvening of a medical panel to examine the teacher and report its findings to the Board.
- H. The sole Board remedy under this Article, upon the determination of incapacity shall be placement of the teacher on disability with right to disability benefits in accordance with the Illness and Disability clause of this Agreement.
- I. During the pendency of the proceedings under this Article, the Board shall have the right to remove or reassign the teacher from the classroom, provided that the teacher is compensated at his/her regular salary during such removal or reassignment.
- J. At any time after thirty (30) days during the period of incapacity designated by the Board, the teacher or Association, or both may present in writing evidence, medical or otherwise, and request that the incapacity found by Board be deemed ended and the teacher restored to regular and normal teaching duties at the regular salary then applicable. Decision of the Board in refusing to restore the teacher to normal teaching duties shall be in writing and be subject to arbitration in accordance with the arbitration provisions of this Agreement, provided the teacher or Association or both have made a written decision of the Board under this sub-paragraph. A teacher may make no more than one request for restoration to normal duty during the designated period of incapacity by the Board of any subsequent decision of continuing incapacity by the Board.

- K. The expenses and fees of the medical panel shall be paid solely by the Board.

ARTICLE XI

Long Term Substitutes

- A. Long term substitutes shall be covered by all provisions of this Agreement except as limited herein:
1. Salary - BA minimum salary
 2. Shall accrue sick leave at the rate of one (1) day per month worked.
- B. When it is known that a position will definitely be unoccupied for more than sixty (60) work days, the Board shall fill it through employment of a long-term substitute.

ARTICLE XII

Continuity of Operations

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive procedure by which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that during the period of this Agreement, it will not, directly or indirectly, engage in or assist in any illegal strike, as defined by Section I of the Public Employment Relations Act.
- B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.
- C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by Act of God or a labor dispute with employees outside the bargaining unit and nothing shall require teachers to report for work in such circumstances and shall suffer no loss of pay for the day.

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

- D. In the event of school closing, designated radio and T.V. stations should be notified not later than 7:00 a.m. or as soon as possible thereafter.
- E. Negotiations for a new Master Contract between teachers and the Stockbridge Community Schools should begin no later than June 1 of each year in which the present contract expires.

ARTICLE XIII

Professional Grievance Negotiations Procedure

- A. A claim by a teacher that there has been a violation, misinterpretation or misapplication of any express provision of the Agreement may be processed as a grievance as hereinafter provided.
- B. The number of days indicated at each step of the Grievance Procedure shall be considered as maximum, and every effort should be made to expedite the grievance process. Any time may be extended by mutual consent.
- C. The failure of an aggrieved person to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- D. The failure of an Administrator to communicate his/her decision to the teacher within the specified time limits shall permit the teacher and/or Association to proceed to the next step in the Grievance Procedure.
- E. In the handling and processing of a grievance, the following procedure shall apply:

Level One

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

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

1. It shall be signed by the grievant(s) or a representative of the Association;
2. It shall be specific;

3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsection of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

Level Two

A copy of the written grievance shall be filed with the building Principal and the Superintendent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within ten (10) days of receipt of the grievance, the Superintendent shall arrange a meeting with the grievant(s) and/or the Association secretary at the option of the grievant(s) to discuss the grievance. Within five (5) days of the discussion, the Superintendent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of the same in a permanent file in his/her office.

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

Level Three

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

Such hearing(s) by the Board shall be private on the written request of the grievant, provided that an exception to the Open Meetings Act applies.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

Level Four

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

If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for arbitration at the request of either party, provided written notice of the request for submission to arbitration is delivered to the Board or Association within fifteen (15) days after the date of the decision under Step Three. Following the written notice of request for submission to binding arbitration the Association and a representative of the Board shall attempt to select an arbitrator.

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

Powers of the Arbitrator

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

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He/she shall have no power to rule on any of the following:
 - a. The termination of services of or failure to re-employ any probationary teacher.
 - b. The placing of a non-tenure teacher on a third year of probation.
 - c. The termination of services or failure to re-employ any teacher on the extra-curricular schedule.
 - d. The termination of Short Term Substitutes and Long Term Substitutes during the first sixty (60) days of service.
 - e. Any matter excluded from the grievance procedure.
3. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.

4. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 5. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
 6.
 - a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source of a like nature during the period of the back pay;
 - b. No decision in any one case shall require a retroactive wage adjustment in any other case unless previously agreed to by the parties.
 7. Where no compensation and/or fringe benefit loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. However, he/she shall have the power to order payment for lost interest, where appropriate.
 8. No more than one grievance may be considered by the arbitrator at the same time except upon expressed written mutual consent.
 9. An arbitrator shall have no authority to order reinstatement or back pay pursuant to Article XI for a Long Term Substitute terminated.
- F. If the Board and/or its representative believe there has been a violation of a specific article or section of the Agreement, it may file a grievance against the Association. Such grievance shall be in writing and shall set forth the issue involved. The Chairperson of the SEA Grievance Committee will meet with the Superintendent within ten (10) days of receipt of such grievance. A written answer shall be given within five (5) days after such meeting.
- If the grievance remains unresolved, it may be submitted for binding arbitration by the Board. This shall not be construed as a condition precedent which must be pursued by the Board.
- G. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- H. Miscellaneous:
1. A grievance may be withdrawn at any step without prejudice.
 2. The Association shall have the right to initiate a grievance involving the right of a teacher(s).

3. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
4. All preparation, filing, presentation or consideration of grievances up to the level of arbitration shall be held at times other than when a teacher or a participating association representative are to be at their assigned duty stations.
5. All time limits in the grievance procedure shall refer to working days.
6. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
7. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.
8. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
9. Mass grievances on the same subject shall be handled by the Board as one grievance and the answer directed to the Association representative.
10. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discussing and having it resolved informally with the Employer; provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Employer is not inconsistent with the terms of this Agreement.
11. Matters subject to the jurisdiction of the Michigan Tenure Commission shall not be subject to arbitration. It is expressly recognized that any matter taken to the Tenure Commission and denied jurisdiction shall be subject to binding arbitration and may be initiated by the Association at Level Three.

ARTICLE XIV

Teacher Evaluation

- A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least two (2) times during the school year; two (2) months after the teacher's commencement of service, and ninety (90) days prior to the end of the probationary school year. Tenure teachers shall be evaluated at least once in every two (2) years.

- B. Evaluations shall be conducted by a designated administrator (determined by October 1) except for the special education staff who shall be evaluated by the administrator responsible for supervision of these programs. The Board agrees to have a list of duties and responsibilities prepared for traveling teachers.
- C. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.
- D. Each formal observation shall be preceded by not less than forty-eight (48) hours notice.
- E. All evaluations shall be reduced to writing and a copy given to the teacher within ten days of the observation. If the teacher disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of the assistance to be given by the administration. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- F. Following each formal evaluation, which shall include a conference with the evaluator, the teacher shall sign and be given a copy of the evaluation report prepared by his evaluator. In no case shall the teacher's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A teacher may submit a self-evaluation and/or submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the teacher's personnel file.
- G. No later than March 30 of each probationary year the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent including additional evaluations made by others at the teacher's request. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the Association and provide for a hearing where requested.
- H. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom. Test results of academic progress of students shall not be used solely in any way as evaluative of the quality of a teacher's service or fitness for retention. When such test results are utilized, factors such as other causal factors such as the family environment, the validity and reliability of the instrument, possible cultural biases of the instrument, and other testing problems shall also be considered.

- I. Each teacher's evaluation shall include at the conclusion of the report, the statement: "Considering all factors, the work performance of this teacher is satisfactory; unsatisfactory (check one)".

In the case of any evaluations marked "unsatisfactory", the Association President shall be notified. Unless the individual requests otherwise, an Association Representative shall be included in the assistance process until the teacher is deemed "satisfactory".

- J. During the 1986-87 school year the Association and the Board shall establish a committee to evaluate any needed changes in the Standard Evaluation Form. The Association shall designate two members and the Board shall designate two members. The committee shall forward any proposed modifications to the Association and the Board no later than March 1, 1989.
- K. At any stage of the assistance process, the teacher shall have the right to request Association representation.
- L. If discharge of a teacher (including denial of tenure or placement on a third year probation) is to be considered because of inadequacies observed in the teacher's professional work with students, such action must minimally be preceded by:
1. Repeated observations of the inadequacies through the observation process.
 2. Clear direction that the teacher must improve and the consequences of failure to do so.
 3. Adequate opportunity for the teacher to make improvement.
 4. Directive assistance from administrators and school district resources to help the teacher improve.
 5. The teacher may request an evaluation by another administrator named by the teacher.
- M. The Board agrees to follow a policy of progressive discipline designed to assure that the discipline imposed upon a teacher is appropriate for the conduct for which the teacher is being disciplined. Progressive discipline normally includes a verbal warning, written warning, reprimand, suspension, with discharge as final and last resort. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.
- N. If the behavior which precipitates the discipline justifies the discipline which is imposed, it is understood there is no obligation to first impose a lesser type of discipline. For example, any teacher found guilty of criminal acts against any student can be discharged without following the above disciplinary procedure.

ARTICLE XV

Unpaid Leaves of Absence

- A. **Guaranteed Leave.** Any teacher shall, upon written request, be granted an unpaid leave of absence for up to one (1) year for the following reasons:

1. Child Care
2. Adoption
3. Military Service
4. Study
5. Career Exploration or Job Retraining
6. Other reasons at the discretion of the Superintendent

These leaves shall be subject to the following provisions:

1. The teacher shall be returned at the end of the leave to a position for which she/he is certified and qualified as prescribed in Article VIII F. The teacher shall be returned to the same position he/she held previously, if available. However, the terms of Article XXI shall supersede this right.
2. The teacher must provide a thirty (30) day notice of return date.
3. If the teacher chooses to resign at the end of said leave, the teacher shall notify the Superintendent in writing at least ninety (90) days prior to end of the leave.
4. The teacher shall have the option of continuing insurance coverage at his/her own expense, if this is permitted by the carrier.
5. Time spent on unpaid leave shall not be counted for advancement on the salary schedule. Time spent on unpaid leave shall count for continuous accrual of seniority (up to a maximum of one year).
6. If the teacher applies in writing at least ninety (90) calendar days prior to the end of the leave, he/she may be granted an extension for up to one additional year.

ARTICLE XVI

Termination Leave

After five (5) years in the system, the teacher upon leaving shall receive terminal leave pay of \$15 per day for the unused portion of accumulated sick leave days with a maximum of 100 days provided that the teacher submits a letter of resignation no later than the last teacher day of the school year.

ARTICLE XVII

Retirement

- A. The Board may adopt a mandatory retirement policy if it becomes legal to require mandatory retirement under state and federal law. Mandatory retirement at less than seventy (70) years shall only be required if it is negotiated with the Association. Any mandatory retirement policy shall allow employees to continue employment on a year-to-year basis upon mutual agreement with the employer.
- B. Early Retirement - As an incentive for early retirement, the Board agrees to provide those teachers selecting early retirement, in accordance with the provisions of the State Retirement Act, a one-time assistance payment according to the schedule below:

	<u>Age at Early Retirement</u>	<u>Assistance</u>
Level 1	55-56	\$8,500
Level 2	57-58	7,000
Level 3	59-60	6,000
Level 4	61-62	5,000

This assistance will be granted to no more than three (3) teachers in a given year based on their seniority in the District.

The assistance payment may be made in lump sum, 20/21, or 26 pays, whichever method the teacher selects.

The teacher must meet state requirements for retirement. "Retirement" means the teacher must make application for benefits under the Michigan Employees Retirement Fund and cannot serve the Stockbridge Community Schools in any future paid capacity.

The teacher will not receive the assistance payment until the teacher has presented proof of retirement from the Michigan Employees Retirement System and submitted an official copy of birth certificate and/or official proof of birth.

Upon notification to the Board prior to June 30 of the prior school year, teachers assigned to elementary schools exclusively may retire on December 31 and teachers in middle and high school at the end of the first semester, or with sixty day notice any teacher may retire at the end of the school year.

Failure to provide prescribed notification shall void the assistance pay provisions of this agreement.

To determine the level of assistance pay, the Board will use the age of the teacher on the last day of June of the school year in which the person last taught.

The teacher will not receive assistance payment until the teacher has presented proof of retirement from the Michigan Employees Retirement System and submitted an official proof of birth.

It is expressly understood that if the early retirement provision is declared illegal that the provisions thereof shall be null and void and the Board shall not be under any further obligation to recipients of the program, their heirs or assigns nor to the Association or its successors.

Benefits under this provision shall not terminate upon the death of the retiree since it is intended as a benefit to the retiree and/or designated beneficiaries.

ARTICLE XVIII

Association Business

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

ARTICLE XIX

Pay Periods

When a pay day falls during a vacation period the checks will be mailed out on the day before the pay day unless certain other specific instructions have been given to the payroll department.

When a pay day falls on a day when school has been cancelled because of inclement weather, the checks will be held in the Administration Office until school is again in session at which time they will be distributed to the schools.

The teacher may select the option of twenty (20) or twenty-one (21) pay periods or twenty-six (26) pay periods. There will be no option for summer pay in a lump sum with the last pay of the school year.

Direct deposits to the Credit Union will be delivered to the post office on the day preceding the pay date in sufficient time to meet the mail pickup deadline.

Teachers who are unpaid leave status for any portion of the school year, will be paid the remainder of their contract in one lump sum payment. However, this will not occur if the teacher notifies the Board that he or she desires the amount earned to be paid over the remaining pay periods. A teacher who provides such notification will still be considered to be on unpaid leave status.

ARTICLE XX

Annexation, Consolidation, or Other Reorganization of the District

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

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

ARTICLE XXI

Seniority, Layoff, and Recall

- A. Should substantial and unforeseen changes in the student population or other conditions make it necessary for a general reduction in the number of teachers employed by the Board, the Board will consult with the Association prior to making any reductions. If there are any viable alternatives to reduction of staff which are acceptable to the Board resulting from this consultation, they shall be implemented. The order of reduction shall be governed by seniority, that is the teachers with the least service with the district shall be laid off first in accordance with the seniority date. The Association recognizes that upon occasion it will be necessary, to assure certified staffing throughout the school system, for the Board to retain teachers out of line of seniority. When such an occasion should arise, the Association's president will be advised in advance of the number and category of such teachers. The discretion hereby vested on the Board shall not be abused. Complaints that the Board has abused its discretion in this respect may be taken up through the grievance procedure provided in this Agreement. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.
- B. Any staff member who is to be laid off shall receive written notice via certified letter no later than June 1.
- C. Seniority shall be computed from the last date of hire with the Stockbridge Community Schools in the bargaining unit. The seniority date for long-term substitutes (or long-term substitutes that become regular bargaining unit members) is the last date of hire as a long-term substitute. Seniority shall be broken by resignation from the bargaining unit, or termination for just cause. Administrators shall receive no seniority in the bargaining unit; acceptance of an administrative position breaks all previous seniority in the unit. The only exceptions to this provision shall be for the individuals listed in Appendix D, who shall retain the seniority dates they have previously been granted. In situations where more than one individual has the same seniority date, a permanent seniority rank order shall be established (prior to the publication of the seniority list) utilizing the following "tie-breakers" in the following rank order:

- a. Total K-12 certified teaching experience under at least a regular school year contract.
- b. Most advanced degree held. The degree must be in the field of education or the subject taught.
- c. Graduate hours beyond the degree held. The hours must be in the field of education or the subject taught.
- d. Substitute service to the District.
- e. Substitute service outside the District.

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

- D. All staff members shall be responsible for keeping their home address and telephone number current with the administration.
- E. The district shall prepare and present to the Association a current seniority list of bargaining unit members prior to October 1 of each year. Accompanying the name of each teacher on the list shall be the seniority date in the bargaining unit and each teacher's certification. No person other than a member of the bargaining unit shall possess, retain, or accrue seniority within the bargaining unit. Effective September 1, 1983, service at less than the full teaching load or for part of a school year shall count as if the service was at the full teaching load.
- F. If a teacher who is given notice of layoff obtains additional certification after the beginning of the calendar week preceding the first student report day which follows the layoff notice, the teacher shall not be entitled to be recalled by causing the layoff of another teacher. A teacher who is "bumped" by a teacher obtaining additional certification is subject to immediate layoff without regard to the advance notice requirements of this Article.
- G. Teachers on layoff shall be recalled in order of greatest seniority, provided the more senior teacher(s) are certified for the vacancy or vacancies to be filled. No new teachers shall be employed by the Board while there are teachers of the District who are laid off unless there are no laid off teachers who are certified to fill the vacancy.
- H. The Board shall give written notice of recall from lay off sending a certified letter to the teacher, with a copy sent to the Association President. The Board may rely upon the last address shown on its personnel records. It shall be the responsibility of the teacher to keep the Board informed of his/her current address. If there is no acceptance of the recall to the vacancy within fourteen (14) calendar days from the time of receipt of the notice the right to the vacancy shall be forfeited.

- I. Reduction of a position by the Board from full to part time shall be considered a partial lay off. Remaining in the reduced position shall not affect the teacher's right of a recall to a full time position.
- J. Refusal or acceptance of a position that is not equivalent in time to the position previously held shall not affect a teacher's recall rights.
- K. In order to accommodate the most seniored teachers to the greatest extent possible for either layoff or recall, the Board shall effectuate whatever involuntary transfers necessary. This obligation ceases for each school year one (1) calendar week before the first student report day of the school year.
- L. Upon the request of the individual teacher, laid-off teachers shall have the priority right to fill substitute positions (both long and short term) that occur. Compensation shall be at the substitute rate of pay.
- M. As it relates to layoff and recall a tenured teacher shall have preference over a probationary teacher regardless of seniority.
- N. The term CERTIFIED as used in this Article shall mean possessing the certification and qualification standards set forth in Article VIII Section F.

ARTICLE XXII

Student Teachers

No student teacher shall be used as a substitute, nor shall the supervising teacher be removed from the classroom to substitute or for other purposes.

Any teacher shall have the right to refuse a student teacher.

ARTICLE XXIII

Subcontracting

The Board agrees to negotiate with the Association prior to subcontracting any bargaining unit work.

ARTICLE XXIV

Miscellaneous

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

- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily waives the right to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This Section, however, does not prohibit the parties from mutually agreeing to reopen provisions of this Agreement.
- C. This Agreement constitutes the full and complete Agreement between the parties. It cannot be extended orally.
- D. Any individual contract executed between a teacher and the Board is subject to the terms and conditions of this Agreement. It is intended that this provision takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this provision.
- E. Upon qualification of the School District and the mutual agreement of the Board and teacher, the Board may make payroll deductions for contributions to the Member Investment Plan Fund created by 1985 P.A. 91.

ARTICLE XXV

JOB SHARING

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

- A. Job Sharing shall be defined as two (2) teachers sharing one (1) full-time position.
- B. Personnel involved in a shared position shall be regular contracted employed staff. If only one (1) regular contracted staff member desired a shared time position the other part of the position may then be posted outside of the bargaining unit. In no event may the hiring from outside for a Job Sharing position result in a lay-off of a current bargaining unit member.

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

- C. The individuals and the position(s) involved in Job Sharing are subject to the terms and conditions of the Master Agreement.

- D. Job Sharing shall be considered a partial Leave of Absence for full-time personnel. The Leave shall be subject to the provisions for Leaves of Absence as contained in the Master Agreement.
- E. Agreement to share a full-time job assignment shall commit the participating teachers and the Board to not more than one (1) school year.
- F. At the end of the original assignment and by mutual agreement of the teachers, the Principal, and the Superintendent, the teachers in the Job Sharing Assignment may:
- 1) Renew the established Job Sharing Assignment, or
 - 2) Create another Job Sharing Assignment
 - 3) A teacher, upon his/her request at the expiration of the Job Sharing Assignment, shall be returned to their previously held position(s) if such position(s) exists, or if not, to a comparable position. The senior ranking teacher shall have the right to the position that is no longer shared.
- G. If a full-time position opens during the school year in the area of certification of the Shared Time position, that position may be filled on a temporary basis until the end of the school year.
- H. Job Sharing information will be posted and written expressions of interest must be submitted to the Superintendent as early as possible but no later than April 1st.

Teachers showing interest will be notified of the tentative Shared Teaching Assignment no later than May 15, and shall have five (5) working days to accept or refuse the assignment. Every effort will be made to notify the teachers involved as early as possible to facilitate planning for the next school year.

- I. In order to finalize a Job Sharing Assignment the teachers and Principal involved shall, no later than the last scheduled work day:
1. Schedule the work time and designate the responsibility for each class or subject (i.e. one semester on - one semester off, mornings and afternoons, two days - three days, two and one-half days, class hours at the secondary level, etc.).
 2. Provide a brief description of how the teacher responsibilities are to be shared including:
 - a) Parent-Teacher Conferences
 - b) Grade level meetings
 - c) Staff meetings
 - d) Inservices
 - e) 1/2 days
 - f) Communication with immediate supervisor and the process to be used
 - g) Mutual planning time/Individual planning time

3. Approval of Principal or designee. The Principal may deny a Job Sharing assignment if a reasonable determination has been made that such an assignment would be detrimental to the students involved. Such denial is not subject to the grievance procedure.

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

- J. Teachers in the Shared Assignment may substitute in each other's absence and be paid at the substitute rate.
- K. Sick and individual leave days shall be accrued and utilized on a prorata basis.
- L. Salary and Fringe Benefits shall be provided on the following basis:
1. Salary shall be paid on a prorata basis based on each participants location on Appendix A. If the teacher works the first semester they would have the option of 10 pays, 21 pays or 26 pays; while the teacher working second semester only would have the option of 10 pays or 16 pays.
 2. Fringe Benefits shall be provided on a prorata basis (or other mutually agreed upon distribution) with the option made available to the participating teacher(s) to pay for the balance of the insurance premiums (by reimbursing the Board), in order to obtain full coverage. Participating teachers may select:
 - a) Plan A, or
 - b) Plan B (including T.D.A.*), or
 - c) Super Med I (only) and T.D.A.*, or
 - d) T.D.A.* only

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

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

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

ARTICLE XXVI

Duration

This Master Agreement will run for three (3) years starting September 1, 1988, and running through August 23, 1991.

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

Board of Education
Stockbridge Community Schools

Ingham Clinton Education
Association-HEA/NEA
Stockbridge Education Association

BY Timothy J. Boaz
President

BY Ronald H. Johnson
President, ICEA-HEA/NEA

BY Judy A. Heaney
Secretary

BY Michael D. Collins
Secretary, ICEA-HEA/NEA

BY Trini Johannesen
President, SEA

Date 11-14-88

Date 11-3-88

APPENDIX A

Salary Schedule

A. Effective August 1, 1988, for 1988-1989 the Salary Schedule shall be:

Step	B.A.		Permanent/Continuing		M.A.	
	1st Sem.	2nd Sem.	1st Sem.	2nd Sem.	1st Sem.	2nd Sem.
1	18,785	19,161	19,531	19,922	19,778	20,174
2	19,988	20,388	20,366	20,773	20,816	21,232
3	20,816	21,232	21,427	21,856	22,253	22,698
4	21,642	22,075	22,253	22,698	23,080	23,542
5	22,661	23,114	23,288	23,754	24,315	24,801
6	23,696	24,170	24,524	25,014	25,758	26,273
7	24,933	25,432	25,758	26,273	27,194	27,738
8			26,996	27,536	28,849	29,426
9			28,230	28,795	30,493	31,103
10			29,468	30,057	32,146	32,789
11			31,760	32,395	34,947	35,646

B. Effective August 1, 1989, for 1989-1990 the Salary Schedule shall be:

Step	B.A.		Permanent/Continuing		M.A.	
	1st Sem.	2nd Sem.	1st Sem.	2nd Sem.	1st Sem.	2nd Sem.
1	19,736	20,131	20,520	20,930	20,779	21,195
2	21,000	21,420	21,396	21,824	21,869	22,306
3	21,869	22,306	22,512	22,962	23,379	23,847
4	22,737	23,192	23,379	23,847	24,248	24,733
5	23,807	24,283	24,467	24,956	25,545	26,056
6	24,895	25,393	25,764	26,279	27,061	27,602
7	26,195	26,719	27,061	27,602	28,570	29,141
8			28,362	28,929	30,309	30,915
9			29,659	30,252	32,036	32,677
10			30,959	31,578	33,773	34,448
11			33,367	34,034	36,715	37,449

C. Effective August 1, 1990, for 1990-1991 the Salary Schedule shall be:

Step	B.A.	Permanent/Continuing	M.A.
1	21,138	21,977	22,255
2	22,491	22,915	23,421
3	23,421	24,110	25,039
4	24,352	25,039	25,970
5	25,497	26,204	27,359
6	26,663	27,593	28,982
7	28,055	28,982	30,598
8		30,376	32,461
9		31,765	34,311
10		33,157	36,170
11		35,736	39,321

D. Longevity. After being on Step 11 for one (1) year, the teacher shall receive an additional \$309 (1st Sem.) \$315 (2nd Sem.) (Effective 9/1/89 \$324 (1st Sem.) \$330 (2nd Sem.), Effective 9/1/90 \$347); after five (5) years an additional \$412 (1st Sem.) \$420 (2nd Sem.) (Effective 9/1/89 \$433 (1st Sem.) \$442 (2nd Sem.), Effective 9/1/90 \$464); and after nine (9) years and additional \$721 (1st Sem.) \$735 (2nd Sem.) (Effective 9/1/89 \$757 (1st Sem.) \$772 (2nd Sem.), Effective 9/1/90 \$811).

E. Degree Advancement

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

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

Any tenured teacher completing five (5) years of service in this District and has earned fifteen (15) semester hours beyond his/her M.A. degree, shall receive \$721 (1st Sem.) \$735 (2nd Sem.) (Effective 9/1/89 \$757 (1st Sem.) \$772 (2nd Sem.), Effective 9/1/90 \$811) additional to his/her basic salary. Any teacher completing five (5) years of service in this District and who has earned thirty (30) semester hours beyond his/her M.A. degree shall receive \$979 (1st Sem.) \$999 (2nd Sem.) (Effective 9/1/89 \$1,029 (1st Sem.) \$1,050 (2nd Sem.), Effective 9/1/90 \$1,103) additional to his/her basic salary. All credits are to be approved by the administration and must be earned at an approved college or university.

Any teacher completing requirements for an Educational Specialist Degree, Educational Doctorate Degree, or Philosophy of Doctorate Degree shall receive a \$979 (1st Sem.) \$999 (2nd Sem.) (Effective 9/1/89 \$1,029 (1st Sem.) \$1,050 (2nd Sem.), Effective 9/1/90 \$1,103) stipend upon notifying and verifying such information in writing to the Superintendent by September 15 of the current year of the contract or a \$592 (1st Sem.) \$604 (2nd Sem.) (Effective 9/1/89 \$622 (1st Sem.) \$634 (2nd Sem.), Effective 9/1/90 \$666) stipend by February 1 of the current year of the contract.

F. Prior Service Credit

Credit on the Stockbridge salary schedule will be allowed to those with satisfactory prior experience up to a maximum of five (5) years. Those with five (5) or more years of acceptable teaching experience will be placed on the sixth (6th) step of the salary schedule.

APPENDIX B

Fringe Benefits

- A. The Board agrees to pay the entire cost of the MESSA-PAK #2 program described below:

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

PLAN A: SUPER MED I, (with MESSA Care Rider) Plan I Long-term Disability Insurance (60%) coverage; 90 calendar day modified fill; \$2500 maximum; social security freeze; 2 year limitation on alcoholism/drug addiction and mental/nervous; Auto Plus Dental Plan with "008" Orthodontic Rider, including internal and external coordination of benefits; \$20,000 Negotiated Life with A.D.& D.; VSP-2 Vision Plan.

PLAN B: Dental (as described in PLAN A)
LTD (as described in PLAN A)
MESSA VSP-3 Vision Plan
\$30,000 Negotiated Life Insurance with A.D.& D.

PLAN B subscribers will receive the single member subsidy amount of MESSA SM 1 to be applied towards the MESSA'S/MEA-Sponsored Tax-Deferred Annuity or any present annuity plans. The rate of the MESSA SM 1 underwritten by Equitable, if available, will be used to calculate the subsidy amount. Any amounts exceeding the employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups, if permitted by the carrier.

- B. The Board of Education agrees to make payroll deductions for employees who join the Capital Area School Employees Credit Union.
- C. Open enrollment shall be held each September, and as scheduled by the carrier. The Board shall have no responsibility to pay insurance costs until the employee is enrolled by the carrier.
- D. Effective July 1, 1987, if the premium rates for MESSA-PAK 2 PLAN A exceed \$407.56, the individual employee shall pay the additional premium over \$407.56. Effective July 1, 1989 the cap shall be \$425. Effective July 1, 1990 the cap shall be \$450.
- E. The Board shall make payment of insurance contributions when due for all persons to assure continuance of coverage during the full twelve (12) month period commencing October 1, and ending September 30. A teacher who completes the school year shall be entitled to payment of insurance contributions through the summer even though the teacher may not be returning the next school year. The open enrollment period shall be jointly established by the employer, the union and MESSA, including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amounts change which could affect the benefit package.

APPENDIX B continued

- F. If a teacher is granted an unpaid leave of absence effective May 1st or later, for the balance of the school year, their MESSA-PAK 2 payments shall continue uninterrupted through the summer and until the beginning of the ensuing school year.
- G. In the event a teacher commences an unpaid leave the Board will pay the insurance costs per Appendix B for the month said leave begins. The Board will pay the cost of the Appendix B fringe benefits for the month during which said employee returns, provided, however, that the employee gives the Board notice of their intended date of return to work prior to the date insurance payments for that month are due. Any employee whose unpaid leave under this provision encompasses a month in which the Board does not have an obligation to provide Board paid fringe benefits shall have the right to arrange for continuation of said benefits at group rates, if permitted by the carrier. Any employee whose unpaid leave under this provision encompasses a month where Board paid insurance lapses shall have the right to reimburse the Board for continuation of fringe benefits.

APPENDIX C

Extra Duty Pay Schedule

The pay for the following positions are to be based on the first step of the B.A. salary scale.

- 0-4 years experience in the same sport or activity - 1/2 of base
- 5-9 years experience in the same sport or activity - 1/2 of base and \$154.50 (1st Sem.) \$157.59 (2nd Sem.) (Effective 9/1/89 \$162.32 (1st Sem.) \$165.57 (2nd Sem.), Effective 9/1/90 \$173.85)
- 10 years or more experience in same sport/activity - 1/2 of base and \$309.00 (1st Sem.) \$315.18 (2nd Sem.) (Effective 9/1/89 \$324.64 (1st Sem.) \$331.13 (2nd Sem.), Effective 9/1/90 \$347.69)

<u>Sports</u>	<u>Percent</u>
Boys Head Basketball	14
Assistant Basketball	11
Freshman Basketball	8
Boys & Girls Jr. High Basketball (per team)	6
Head Football	14
Assistant Football (3)	10
Freshman Football (2)	8
Flag Football (7th & 8th)	2
Head Wrestling Coach	14
Assistant and Jr. High Wrestling	11
Head Baseball	12
Assistant Baseball	9
Freshman Baseball	6
Boys Head Track	12
Boys Assistant Track	9
Boys Jr. High Track	5
Girls Jr. High Track	5
Girls Tennis	9
Boys Tennis	9
Girls Cross Country	9
Boys Cross Country	9
Girls Golf	9
Boys Golf	9
Varsity Cheerleading (Basketball/Football)	12 (8 Basketball/4 Football)
J.V. Cheerleading (Basketball/Football)	9 (6 Basketball/3 Football)
7th Grade Cheerleading	4
8th Grade Cheerleading	4
Freshman Cheerleading (Basketball/Football)	8 (5 Basketball/3 Football)
Flag Football Cheerleading	2
Drill Team	5
Drill Team - Middle School	2
Girls Head Basketball	14
Girls Assistant Basketball	11
Girls Head Track	12
Girls Assistant Track	9

<u>Activities</u>	<u>Percent</u>
Girls Head Softball	12
Girls J.V. Softball	9
Girls Volleyball	12
Girls J.V. Volleyball	9
Volleyball - Middle School 7th/8th	6 (Per Team)
Wrestlerettes	3
<u>Intramurals:</u>	
High School (9-12)	4
Middle School (7-8)	4
Elementary (5-6)	4
Elementary Tournaments (3-4-5-6)	3
School Paper	9
Yearbook - High School	12
Yearbook - Middle School	9
Dramatics and Operetta (1 per play)	7/Play
Forensics and Debate	5
National Honor Society	2
Chess Club	2
Literary Magazine	3
Computer Club - High School	3
Computer Club - Middle School	3
Academic Games - High School	4
Academic Games - Middle School	4
Science Olympiad - High School	4
Science Olympiad - Middle School	4
Quizbowl - Middle School	3
Student Government - High School	4
Students Against Drunk Drivers	4

Class Advisors

Senior (2)	4
Junior (2)	3
Sophomore (2)	2
Freshman (2)	2

Music

Glee Club	5
Band	11
Summer Beginning Band Program	\$824.00 (1st Sem.) \$840.48 (2nd Sem.)
(Effective 9/1/89 \$865.69 (1st Sem) \$883.00 (2nd Sem), Effective 9/1/90 \$927.15)	

Driver Training

\$9.27 (1st Sem.) \$9.46 (2nd Sem.) per hour for first year teaching (Effective 9/1/89 \$9.74 (1st Sem.) \$9.93 (2nd Sem.), Effective 9/1/90 \$10.43).
 \$12.36 (1st Sem.) \$12.61 (2nd Sem.) per hour for experience after the first year (Effective 9/1/89 \$12.99 (1st Sem.) \$13.25 (2nd Sem.), Effective 9/1/90 \$13.91).

APPENDIX D

The following individuals shall retain all additional seniority for previous work in the Stockbridge Community Schools, as indicated on the seniority list dated July 1, 1982:

Sue Shackelford
Judy Chadwick (Shandor)
Nancy Ocwieja
Phillip Hora
Ronald Driscoll
Robert Boyd

APPENDIX E

Curriculum Committee

There shall be a curriculum and instructional committee comprised of three Elementary teachers, three Middle School teachers, and three High School teachers (all selected by the Association); three Administrators, three Board members, and three community members. The Superintendent and/or designee will be the chairman of the committee and a non-voting member.

All curriculum changes shall be reviewed and voted on by the committee. Any teacher shall have the right to bring any instructional matter before the committee.

APPENDIX F

CALENDAR

- A. The District recognizes the importance of teacher in-service throughout the year. In-service will be scheduled on a need basis as determined by the Superintendent or his designee.

- B. If during fall and/or spring Parent Teacher Conferences a teacher, particularly Kindergarten, needs additional Conference time, they may initiate a joint meeting with the Administration. If the parties agree that a full afternoon of Conferences should be added, such Conferences shall be scheduled for Thursday afternoon and the teacher will receive an additional fifty dollars (\$50.00) compensation.

CALENDAR

1988-1989

MONTH	DAY/S	EVENT	STU	TCHR
AUG.	26	Friday New teacher's Orientation		
SEPT.	19	Planning for teachers		1
	20-23	Tuesday A.M. students in session; P.M. planning Staff luncheon at H.S.	4	
	26-30		5	
OCT.	3-7		5	
	10-14		5	
	17-21		5	
	24-28		5	
OCT.-NOV.	31-4		5	
	7-11		5	
	14-18		5	
	21-23	Nov. 23 end 1st Marking Period	3	
			<u>(47)</u>	
	24-25	Thanksgiving Recess		
NOV.-DEC.	28-2	<u>Wed.</u> A.M., PreK-5 in-session (A.M. Kindergarten only) P.M. PreK-5 teacher prep. 6-12 in-session all day Evening conferences PreK-5 from 6:00 - 8:30 <u>Thurs.</u> A.M., PreK-12 in-session (P.M. Kindergarten only) P.M. PreK-5 unscheduled 6-12 conferences 1:00 - 3:30 Evening conferences PreK-12 from 5:30 - 8:30 <u>Friday</u> - A.M. Kindergarten only, 1st-12 1/2 day in-session P.M. unscheduled	5	

Calendar (continued)

DEC.	5-9		5	
	12-16		5	
	19-22		4	
DEC.-JAN.	23-2	Winter Recess		
JAN.	3-6		4	
	9-13		5	
	16-20		5	
	23-27		5	
JAN.-FEB.	30-3		5	
FEB.	6-9		4	
	10	End 1st Semester K-12 no school for students Records Day	(47)	1
	13-17		5	
	20	No School President's Day		
	21-24		4	
FEB.-MARCH	27-3		5	
MARCH	6-10		5	
	13-17		5	
	20-24	1/2 day Good Friday	5	
	27-31		5	
APRIL	3-7	Spring Recess		
	10-14		5	
	17-21	End of 3rd Marking Period	5	
			(44)	

Calendar (continued)

APRIL	24-28	Wed. A.M., PreK-5 in-session (A.M. Kindergarten only) P.M. PreK-5 teacher prep. 6-12 in-session all day Evening conferences PreK-5 from 6:00 - 8:30 Thurs. A.M., PreK-12 in-session (P.M. Kindergarten only) P.M. PreK-5 unscheduled 6-12 conferences 1:00 - 3:30 Evening conferences PreK-12 from 5:30 - 8:30 Friday - P.M. Kindergarten only, 1st-12 1/2 day in-session P.M. unscheduled	5
MAY	1-5		5
	8-12		5
	15-19		5
	22-26		5
	29	Memorial Day - No School	
MAY-JUNE	30-2		4
JUNE	5-9		5
	12-16		5
	19-22	Thurs. A.M. 1/2 day in-session A.M. & P.M. Kindergarten in- session, P.M. teacher Records Day until regular dismissal time. Staff Luncheon (all staff).	4
	23	Friday, No school for K-12; teachers report until all work is completed. May check-out with principal upon completion.	1
			(43)
			181*
			184

*NOTE: In-service originally scheduled for October 3rd will be rescheduled to a later date in place of a scheduled student day.

CALENDAR

1989-1990

MONTH	DAY/S	EVENT	STU	TCHR
AUG.	25	Friday New teacher's Orientation		
	28	Planning for teachers- Staff luncheon at H.S.		1
AUG.-SEPT.	29-1	Tuesday A.M. students in session; P.M. planning	4	
SEPT.	4	Labor Day - No School		
	5-8		4	
	11-15		5	
	18-22		5	
	25-29		5	
OCT.	2	In-service		1
	3-6		4	
	9-13		5	
	16-20		5	
	23-27		5	
OCT.-NOV.	30-3	Nov. 3 end 1st Marking Period	5	
			<u>(47)</u>	
NOV.	6-10	<u>Wed.</u> A.M., PreK-5 in-session (A.M. Kindergarten only) P.M. PreK-5 teacher prep. 6-12 in-session all day Evening conferences PreK-5 from 6:00 - 8:30 <u>Thurs.</u> A.M., PreK-12 in-session (P.M. Kindergarten only) P.M. PreK-5 unscheduled 6-12 conferences 1:00 - 3:30 Evening conferences PreK-12 from 5:30 - 8:30 <u>Friday</u> - A.M. Kindergarten only, 1st-12 1/2 day in-session P.M. unscheduled	5	

Calendar (continued)

NOV.	13-17		5	
	20-22		3	
	23-24	Thanksgiving Recess		
NOV.-DEC.	27-1		5	
DEC.	4-8		5	
	11-15		5	
	18-22		5	
DEC.-JAN.	23-5	Winter Recess		
JAN.	8-12		5	
	15-18		4	
	19	End 1st Semester K-12 no school for students Records Day	(42)	1
	22-26		5	
JAN.-FEB.	29-2		5	
FEB.	5-9		5	
	12-15		4	
	16	Mid-Winter Recess		
	19	No School President's Day		
	20-23		4	
FEB.-MARCH	26-2		5	
MARCH	5-9		5	
	12-16		5	
	19-23	End of 3rd Marking Period	5	
			(44)	

Calendar (continued)

MARCH	26-30	<u>Wed.</u> A.M., PreK-5 in-session (A.M. Kindergarten only) P.M. PreK-5 teacher prep. 6-12 in-session all day Evening conferences PreK-5 from 6:00 - 8:30 <u>Thurs.</u> A.M., PreK-12 in-session (P.M. Kindergarten only) P.M. PreK-5 unscheduled 6-12 conferences 1:00 - 3:30 Evening conferences PreK-12 from 5:30 - 8:30 <u>Friday</u> - P.M. Kindergarten only, 1st-12 1/2 day in-session P.M. unscheduled	5	
APRIL	2-6	Spring Recess		
	9-13	1/2 day Good Friday	5	
	16-20		5	
	23-27		5	
APRIL-MAY	30-4		5	
MAY	7-11		5	
	14-18		5	
	21-25		5	
	28	Memorial Day - No School		
MAY-JUNE	29-1		4	
JUNE	4-7	<u>Thurs.</u> A.M. 1/2 day in-session A.M. & P.M. Kindergarten in- session, P.M. teacher Records Day until regular dismissal time. Staff Luncheon.	4	
	8	<u>Fri.</u> , No school for K-12, teachers report until all work is completed. May check-out with principal upon completion.		1
			(48)	—
			180	184

CALENDAR

1990-1991

MONTH	DAY/S	EVENT	STU	TCHR
AUG.	24	Friday New teacher's Orientation		
	27	Planning for teachers- Staff luncheon at H.S.		1
	28-31	Wednesday A.M. students in session; P.M. planning	4	
SEPT.	3	Labor Day - No School		
	4-7		4	
	10-14		5	
	17-21		5	
	24-28		5	
OCT.	1	In-service		1
	2-5		4	
	8-12		5	
	15-19		5	
	22-26	Oct. 26 end 1st Marking Period	5	
			(42)	
OCT.-NOV.	29-2	<u>Wed.</u> A.M., PreK-5 in-session (A.M. Kindergarten only) P.M. PreK-5 teacher prep. 6-12 in-session all day Evening conferences PreK-5 from 6:00 - 8:30 <u>Thurs.</u> A.M., PreK-12 in-session (P.M. Kindergarten only) P.M. PreK-5 unscheduled 6-12 conferences 1:00 - 3:30 Evening conferences PreK-12 from 5:30 - 8:30 <u>Friday</u> - A.M. Kindergarten only, 1st-12 1/2 day in-session P.M. unscheduled	5	

Calendar (continued)

NOV.	5-9		5	
	12-16		5	
	19-21		3	
	22-23	Thanksgiving Recess		
	26-30		5	
DEC.	3-7		5	
	10-14		5	
	17-21		5	
DEC.-JAN.	24-4	Winter Recess		
JAN.	7-11		5	
	14-17		4	
	18	End 1st Semester K-12 no school for students Records Day	(47)	1
	21-25		5	
JAN.-FEB.	28-1		5	
FEB.	4-8		5	
	11-14		4	
	15	Mid-Winter Recess		
	18	No School President's Day		
	19-22		4	
FEB.-MARCH	25-1		5	
MARCH	4-8		5	
	11-15		5	
	18-22	End of 3rd Marking Period	5	
			(43)	

Calendar (continued)

MARCH	25-29	<u>Tues.</u> A.M., PreK-5 in-session (A.M. Kindergarten only) P.M. PreK-5 teacher prep. 6-12 in-session all day Evening conferences PreK-5 from 6:00 - 8:30 <u>Wed.</u> A.M., PreK-12 in-session (P.M. Kindergarten only) P.M. PreK-5 unscheduled 6-12 conferences 1:00 - 3:30 Evening conferences PreK-12 from 5:30 - 8:30 <u>Thurs.</u> - P.M. Kindergarten only, 1st-12 1/2 day in-session P.M. unscheduled <u>Friday</u> 1/2 day - Good Friday	5
APRIL	1-5	Spring Recess	
	8-12		5
	15-19		5
	22-26		5
APRIL-MAY	29-3		5
MAY	6-10		5
	13-17		5
	20-24		5
	27	Memorial Day - No School	
	28-31		4
JUNE	3-6	<u>Thurs.</u> A.M. 1/2 day in-session A.M. & P.M. Kindergarten in- session, P.M. teacher Records Day until regular dismissal time. Staff Luncheon.	4
	7	<u>Friday</u> , No school for K-12, teachers report until all work is completed. May check-out with principal upon completion.	1
			(48)
			180
			184

LETTER OF AGREEMENT

In the event the Board of Education or the Association desires to change the starting times set forth on Article VI Section A of the 1988-1991 Master Agreement, either party may institute negotiations with the other concerning possible modification. Any change in Article VI Section A is subject to ratification of both parties. The current provision shall remain in full force and effect until such ratification has been completed.

LETTER OF AGREEMENT

Remedial Reading Program

The Association has the right to commence negotiations regarding Article V, Section L. if it believes the Remedial Reading Pilot Program is not serving the needs of special education students.

LETTER OF AGREEMENT

This Letter Of Agreement is made between the Stockbridge Community Schools (Board) and the Ingham Clinton Education Association (I.C.E.A.).

The Board and the I.C.E.A. mutually agree that the past practice regarding free season tickets for sports events shall not apply for sports events that "pay for participation" applies to.

LETTER OF AGREEMENT

This Letter Of Agreement is made between the Stockbridge Community Schools (Board) and the Ingham Clinton Education Association/MEA-NEA (I.C.E.A.).

The Board agrees that the current practice of unassigned preparation periods being scheduled (staggered) during the student day shall continue unless changed through negotiations with the Association.

LETTER OF AGREEMENT

This Letter Of Agreement is made between the Stockbridge Community Schools (Board) and the Ingham Clinton Education Association/MEA-NEA (I.C.E.A.).

A committee will be established to study Appendix C - Extra Duty Pay Schedule. This committee will develop a comprehensive extra duty program. It will include job descriptions, evaluations, student requirements, postings and salary schedule. The decision of this committee shall be implemented and made a part of the 1989-90 Contract.

The committee shall be composed of two (2) representatives appointed by the Board and two (2) representatives appointed by the Association.

LETTER OF AGREEMENT

This Letter of Agreement is mutually entered into by and between the Board of Education of the Stockbridge Community Schools (Board) and the Ingham/Clinton Education Association (Association).

Whereas, the employees of the Stockbridge Community Schools have been without a contract since August 31, 1988; and

Whereas, the parties have negotiated and have entered into a collective bargaining agreement for the term of August 31, 1988 to August 23, 1991; and

Whereas, the parties are desirous of promoting harmonious relations by withdrawing all pending litigation and avoiding recriminations against all persons involved in any dispute related to negotiations and the forementioned working conditions,

Now, therefore, in consideration of the foregoing, it is mutually agreed as follows:

1. Both the Association and the Board shall prepare and file with the Michigan Employment Relations Commission a Request to Withdraw, with prejudice, any and all Unfair Labor Practice charges.
2. The Employer will not initiate, encourage, support, or condone any punitive, disciplinary, legal and/or administrative action against any employee as a result of any incident which arose from August 29, 1988 through September 19, 1988.
3. Neither the Association nor any of its members will discriminate against or discipline any student, parent, agent, or Board member as a result of any incident which arose during this period of August 29, 1988 through September 19, 1988.
4. The parties agree that bargaining unit members' seniority and benefits shall continue unbroken and that wages payable under the new Master Agreement shall be adjusted retroactively within three weeks of ratification.

FIELD TRIP POLICY

6153

Field trips are an integral part of the educational process; hence, the following guidelines have been developed:

1. Requests for a field trip shall be submitted to the building principal in writing at least two weeks in advance of the date of the trip.
2. The elementary teachers shall meet by levels to discuss and list appropriate field trips for each grade level to prevent duplication.
3. Each department at the Middle School and the High School shall meet to discuss and list appropriate field trips for selection during the school year.
4. The above meetings shall be held before October 1.
5. All field trip requests will be given full consideration by the administration; however, the Superintendent of Schools, taking into consideration the impact the field trip will have on the educational process, will have the final decision.
6. Overnight field trips shall have Board approval.

Stockbridge Community Schools

Policy Adopted: 10/13/80





