# MASTER CONTRACT

between the

## STANDISH-STERLING COMMUNITY SCHOOL DISTRICT

and the

STANDISH-STERLING EDUCATION ASSOCIATION

2012-2013

1-8-13

## MASTER AGREEMENT

This Agreement, entered into this 10 day of September, 2012 by and between the Standish-Sterling School Board, hereinafter called the Board, and the Standish-Sterling Education Association, hereinafter called the Association.

#### **ARTICLE I - RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for professional personnel, including personnel on tenure, probation, classroom teachers, guidance counselors, librarians, teachers with special or temporary certificates, employed or to be employed by the Board, but excluding supervisors and executive personnel. The term teacher, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation 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. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. The Board shall continue to provide payroll deductions. Items to be deducted are not to be specified. A total of eight (8) can be deducted. To be a deduction, it must be approved by a majority of the Association members and the Board of Education. The following are a number of those which may be deducted as authorized in writing by the individual:
  - 1. Association, MEA, NEA dues
  - 2. Insurance
  - 3. Savings Bonds
  - 4. Tax-sheltered Annuities
- D. Nothing contained herein shall be construed to restrict or deny any teacher rights he may have under the Michigan Revised School Code or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be an addition to those provided elsewhere.

## **ARTICLE II - RIGHTS OF THE ASSOCIATION**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right 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 cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any of the rights conferred by Act 379 or any other law 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 membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievances, complaints, or proceeding under this Agreement, or otherwise, with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the rights of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency.
- C. The Association and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by the Principal. No teacher shall be prevented from wearing insignias, pins, or other identification of membership in the Association, either on or off school premises. Faculty bulletin boards, school mail, and other established media of communications shall be made available to the Association and its members with the exception of political issues.
- D. The Board agrees to furnish to the Association, in response to reasonable requests from time-to-time, all available public information concerning the financial resources of the District, tentative budgetary requirements and allocations, 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 to process any grievance or complaint.
- E. The Association shall be advised by the Board of any new or modified millage, bond, or tax programs which are proposed or under consideration, and the Association shall be given reasonable opportunity to consult with the Board with respect to the proposed annual budget prior to its adoption and general publication.

#### **ARTICLE III - RIGHTS OF THE BOARD OF EDUCATION**

- A. It is recognized by all parties hereto that the Board, on its own behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and the United States. It is further recognized that the exercise of said powers, rights, authority, duties and responsibilities by the board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the United States.
- B. The Association specifically recognizes the right of the Board appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency.

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

- A. The salaries of teachers covered by this Agreement are set forth in Appendix A, which is attached to and incorporated into this Agreement.
- B. The Salary Schedule is based upon days worked as designated in the school calendar.
- C. A school calendar with holidays and vacation that follow the BAISD common calendar shall be determined by the Board in cooperative effort with the Association each year and shall be listed as Appendix C.
- D. A teacher engaged during the school day in negotiation on behalf of the Association with any representative of the Board, or participating in any mandatory formal professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- E. An elected Association representative shall be released from regular duties without loss of salary for the purpose of participating in regional and state meetings of the Michigan Education Association, such release to be mutually agreed upon by both parties, not to exceed two (2) days per school year.
  - (1) Association representatives shall be released for the same purpose, providing the Association pays for the cost of the substitute's salary.
- F. As new staff positions which may fall within the scope of the bargaining unit are created, salaries for such positions shall be negotiable.

#### **ARTICLE V - TEACHING HOURS**

- A. The Board will, so far as possible, set work schedules and make professional assignments that can reasonably be completed within a standard thirty-five (35) hour school week. Except as herein provided, the Board will not require teachers to regularly work in excess of such standard week within or outside any school building. Teachers agree to comply with all state and federal regulations related to teaching days and clock hours. In the event that there is a significant change in the legislation relative to clock hours and instructional days, the parties will, upon request of either party, meet regarding these legislative changes.
- B. All teachers shall have a duty-free uninterrupted lunch period of at least thirty (30) minutes.

Teachers may not normally be required to remain after school for longer than thirty (30) minutes to attend meetings called by the Superintendent, Principal, or Department Heads.

#### ARTICLE VI - TEACHING LOADS AND ASSIGNMENTS

- A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates in accordance with current State Laws and Regulations.
- B. In the event that changes in schedules are proposed, all teachers affected shall be notified.
- C. High School
  - The normal teaching load shall consist of a seven (7) period day. Teachers will teach six (6) class periods per day, and receive five (5) periods for preparations per week. Building Schedules and configurations may be changed by the administration at the discretion of the administration to best meet the needs of the students.
  - A reasonable effort will be made by the administration to limit the number of preparation hours for the teacher to three (3).
  - A teacher requested to accept an overload shall be compensated for working during their preparation period (per ratio to the school day of their work load).
  - Selection for an overload shall be made by the building administrator based on teacher qualifications.

### D. Middle School

- The normal teaching load at the Middle School is driven by grade level and established by the building administrator. Class period times may vary depending on subject matter and grade level. One (1) conference period per day.
- 2) A teacher requested to accept an overload shall be compensated for working during their preparation period (per ratio to the school day of their work load).
- 3) Selection for an overload shall be made by the building administrator based on qualifications.
- 4) The teachers in any department in the middle school and high school shall select, with approval of the Administration from their numbers, a department head. In those departments having less than four (4) members, a department head shall be selected from all teachers in similar departments in the District. The department head shall exercise the coordination of programs and materials and shall serve as instructional liaison between the teachers of the department and the Administration. Such department head shall not be considered an executive or supervisory employee.
- 5) A teacher may be assigned non-teaching responsibility such as noon supervision or hall duty. This responsibility shall not negate his conference period, but shall be scheduled as a class.
- 6) A teacher covering a vacant teaching station on a period basis shall be reimburse as follows:
  - a. For those individuals who are on Steps 1 through 5 on the Salary Schedule shall be reimbursed at the base rate pay of the BA Salary Schedule.
  - b. For those individuals who are on Step 6 or above shall be reimbursed at the 6th Step of the BA Salary Schedule.
- 7) Teachers will be required to be on duty for a total of forty (40) minutes per day in addition to class time. This time will be established by the building administrator to best serve their building and students.
- 8) Teachers may be assigned a Middle School homeroom group that will not entail any out-of-school duties. Teachers assigned as educational advisors and coaches in addition to their normal class schedule, will receive extra-curricular pay as listed in Appendix B of the contract.

## E. <u>Elementary Schools</u>

 Elementary teachers will be provided relief periods totaling twenty-one (21) minutes each day. In addition, elementary teachers will be provided with a minimum of two (2) unassigned hours per week for preparation and planning time during the school day. These times may be adjusted to comply with regulations or to equalize elementary and secondary work schedules.

#### **ARTICLE VII - TEACHING CONDITIONS**

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education, which is the goal of both the Association and the Board. It is further recognized that the class size is controlled for the most part by the facilities and resources available. Because pupilteacher ratio is an important aspect of an education program, the parties agree that the class size should be lowered whenever possible.
- B. The ratio of pupils to total classroom teachers within the District shall not, whenever possible, exceed twenty-five to one (25:1), with the exception of a class having one or more mainstreamed pupils. Teachers having one or more mainstreamed pupils must have class size decreased according to the number of such pupils and the nature and severity of their impairment. A special student shall be weighted as to one and one-half (1-1/2) to three (3) regular pupils. The Board agrees that extra effort will be made to keep grades K-2 at or below this ratio.
- C. Lounges, lavatories, workrooms, and personal storage shall be conveniently available to the professional staff. Future building plans shall provide these facilities.
- D. The Board recognizes that appropriate texts, library reference facilities, maps, 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 parties will confer annually at In-Service or Curriculum Meetings for the purpose of improving the selection and use of such educational tools; and the Board shall promptly consider any recommendations resulting from such studies.
- E. Telephone facilities shall be made available to teachers for their reasonable use. This shall include a separate telephone for the use of the counselors.
- F. Adequate parking facilities shall be maintained, and the Board shall seek additional parking facilities where needed.

#### **ARTICLE VIII - VACANCIES & PROMOTIONS**

A. Currently employed teaching personnel may, in the board's discretion, be given first consideration in appointments of teaching, supervisory, or administrative positions.

- B. Any employee seeking consideration or transfer to administrative, supervisory, or other teaching position must present his request to the Superintendent in writing. Personal conferences can be arranged.
- C. All vacancies, at both elementary and secondary levels, as they exist as of April, shall be posted on the faculty bulletin board. During the summer, qualified personnel shall be notified by telephone or letter.
- D. The faculty will be notified of administrative vacancies and/or new administrative or staff positions by posting on the faculty bulletin board. During the summer, qualified personnel shall be notified by telephone or email.
- E. It shall be understood by the interested parties that the filling of any position will be governed by the principle of providing the best person for the position.

#### **ARTICLE IX - TRANSFERS**

- A. Since the transfer of teachers from one school to another is disruptive to the educational process and interferes with the optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible. It is occasionally necessary to transfer a teacher or make a change in the teaching assignment to improve the learning process. It is agreed that the teacher affected should be notified of such change prior to the close of the school year, if reasonably possible.
- B. Whenever a decrease in enrollment requires a reduction in staff of a building, the teacher may be consulted about the positions available for transfer.
- C. Any employee seeking consideration for transfer to administrative, supervisory, or another teaching position, must present this request to the Superintendent in writing. Personal conferences can be arranged.

#### ARTICLE X - SICK LEAVE AND SICK LEAVE BANK

- A. The primary purpose of the sick leave allowance is to cover the absence of any employee from school because of personal illness sufficiently severe that it will make his presence in school inadvisable. Sick leave applies only to absences resulting from illness of the employee, and not absence caused by illness in the immediate family.
  - (1) To qualify for sick leave bank, a teacher must have been in the system for a period of two (2) years. With teachers who have had previous teaching experience for a minimum of five (5) years shall be granted eligibility after one (1) year in the system.
  - (2) At the time a teacher becomes eligible for sick leave bank, such teacher shall contribute one (1) sick leave day to the sick leave bank.

- B. The amount of sick leave accumulated at the rate of seven (7) days per year shall be to one hundred thirty five (135) days at one-half (1/2) day per pay for the first twenty (20) pays. Deducted sick pay will be paid as accumulated for the contract year.
  - (1) The Board shall furnish each teacher with a written statement at the end of each school year setting forth the total accumulated sick leave credit.
  - (2) Maximum accumulated sick days is one hundred thirty-five. Additional unused days shall be paid out to the employee at the rate of twenty (\$20.00) dollars per day at the conclusion of each year.
- C. If there is a question of doubt regarding the illness of an employee, the Superintendent may require a doctor's statement verifying the illness, or may require the employee to submit to a medical examination before sick leave pay is allowed.
- D. If an employee is disabled through injury or illness stemming from school employment, sick days will integrate with Worker's Compensation to provide one hundred percent (100%) salary. The remaining fraction of each sick day will be used to extend the employee's protection.
- E. To afford maximum protection against a prolonged illness, the following sick leave bank shall be established for members of the bargaining unit as described in Paragraph A (1) and each member covered by this Agreement shall participate as follows:
  - (1) When the sick leave bank falls below fifty (50) days, the Board shall assess each participating employee one (1) day of his sick leave.
  - (2) Upon depletion of a member's own accumulated sick leave, he must wait an additional ten (10) working days before drawing from the bank.
  - (3) Any employee on sick leave may apply to participate in the sick leave bank by filing an application in the Superintendent's office.
  - (4) A maximum of thirty (30) days may be granted per appeal illness from the bank.
  - (5) Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.
  - (6) If it appears that an individual is abusing the above policy, the Superintendent may direct said individual to be examined by a doctor to determine if the illness is valid.
  - (7) The Sick Leave Board may grant or suspend sick days from the bank. Their judgment and/or decisions will be final.
  - (8) The Sick Leave Board shall consist of four (4) elected members of the Association and the Superintendent, or his designated representative.

(9) No employee will be credited with sick leave day allowance while drawing from his own accumulated sick leave or the sick leave bank until he has reported back to work.

#### ARTICLE XI - LEAVE OF ABSENCE

- A. Any teacher, whose personal illness extends beyond the period compensated under Article X, may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position or a substantially equivalent position, when available.
- B. Leaves of absence, with pay chargeable against the teacher's sick leave allowance, shall be granted for the following reasons:
  - (1) A teacher absent due to the illness of members of his or her family may choose to deduct up to five (5) days in any one (1) year from his or her sick leave. Family is defined as father, mother, brother, sister, spouse or child. Grandparents and parent-in-law are also included if they live in the household.
  - (2) Doctor and dental appointments. Employees are not permitted to make nonemergency appointments on days preceding or following times when employees are not regularly scheduled to work in the school calendar.
- C. Leaves of absence with pay, not chargeable against the teacher's sick leave allowance, shall be granted for the following reasons:
  - (1) For absence due to a death in the immediate family the teacher may use up to three (3) scheduled school days following the death of the family member. Immediate family is defined as mother, father, sister, brother, spouse, child, parent-in-law, sister-in-law, brother-in-law, and grandparents. Extension may be granted by the Superintendent, but any extension that is granted shall be deducted from sick leave days.
  - (2) Personal Days: In addition to personal illness, bereavement, and family illness, teachers shall be allowed five (5) personal days. Twenty-four (24) hours notice shall be given for said leave time, except in cases of emergency.
    - (a) Personal days may not be used at the beginning or end of regularly scheduled vacation.
    - (b) Unused personal days shall be credited to the teacher's accumulated sick leave.

- (c) In the event a personal day request is questioned by the Administration, a committee consisting of the Superintendent and a designated Association member shall meet to resolve the issue in question. In the event there is disagreement of said committee, the matter shall be resolved through the Grievance Procedure.
- (d) Generally, at the discretion of the district, no more than six (6) personal days will be authorized throughout the district on any given work day, except as provided below in (e).
- (e) Up to three (3) personal days may be used in conjunction with holidays. The superintendent has mandated that a maximum of three (3) employees may use leave per holiday/scheduled day off. These holidays include:
  - i. Christmas Break
  - ii. Spring Break
  - iii. Thanksgiving Break
  - iv. Memorial Day
  - v. November 15<sup>th</sup>.
- (f) The SSEA will develop a procedure that will determine the eligibility of the employees requesting the personal days off.
- (3) One (1) day per year for the attendance at the funeral service of a person whose relationship to the teacher warrants such attendance.
- (4) Absence when a teacher is called to jury duty. The teacher shall be paid the difference between his juror's pay and his salary.
- (5) Court appearance when designated by the district as a witness in any case connected with the teacher's employment or the school.
- (6) Leave will be allowed for a court appearance in a criminal or civil trial when attendance is required by subpoena and the employee is not a party to the action.
- (7) Approved visitation at other schools or for attending educational conferences or conventions.
- (8) One (1) day to take selective service physical examination.
- D. Leaves of absence without pay, not to exceed one (1) year, may be granted upon application for purpose of study and research. The regular salary increment occurring during such period shall be allowed.
- E. Leaves of absence, not to exceed one (1) year, may be granted without pay. A teacher having been duly granted a leave must apply for reemployment on or before April 1st prior to the school term if reemployment is desired and a vacancy is available.

- F. Teachers who are officers of the State Association, or are appointed to its staff, shall upon proper application, be given leave of absence for one (1) year without pay for performing said duties of the Association. Teachers given such leave shall have the regular salary increment credit.
- G. Leave of absence shall be granted up to two (2) years to any teacher who enlists in the Peace Corps as a full-time participant. Such teacher shall, if allowed by law, be restored to employment with the District, if the position is available, and shall be given the benefit of any increments which would have been credited to him had he remained in active service with the school system; provided, however, that such teacher shall make application for reemployment within ninety (90) days after discharge from the Peace Corps; and, provided, further, that such teacher reports for his teaching assignment at the outset of the semester immediately following such discharge from service.
- H. Military leaves of absence shall be granted. Such teachers shall be restored to employment in the District and shall, if allowed by law, be given the benefit of any increments, provided he makes application for reemployment within ninety (90) days of his discharge and that he reports for his teaching assignment at the outset of the semester immediately following such discharge from service.
- I. Employees who have been employed for at least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12-month period (or are full time teachers who have completed at least 12 months of service) are eligible for leaves of absence for any one, or more, of the following reasons:
  - (1) The birth of a son or daughter, and to care for the newborn child;
  - (2) The placement with the employee of a son or daughter for adoption or foster care;
  - (3) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
  - (4) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

An eligible employee is entitled to a total of 12 workweeks of leave during a school year measured from September 1 through August 31. The provisions of this section are supplemented by the District's Family and Medical Leave Policy, and are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act.

#### **ARTICLE XII - INSURANCE PROTECTION**

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:

- A. If a teacher dies while under contract with the Standish-Sterling Board of Education, one (1) day's pay shall be granted for each day of accumulated sick leave, not to exceed ten (10) days.
- B. The School District shall provide the benefits stipulated in Appendix A-1 for twelve months. Coverage shall be effective the first day of employment for all bargaining unit members.
- C. If an employee is absent from work because of compensable injury, and has exhausted his sick leave benefits, the School District shall continue to provide current employee benefits as stipulated in Appendix A-1 for the duration of the teacher's individual contract.

#### **ARTICLE XIII - TEACHER EVALUATION**

- A. The Board will maintain a continuing individual personal tenure file as to each teacher employed by it, which can be reviewed by that teacher upon request, and with the right vested the teacher to have a member of the Professional Rights Committee present if the teacher requests such representation. Teachers may have a written response, and that response is to be attached to the evaluation.
- B. Teachers will not be reprimanded nor teaching methods corrected in front of students.
- C. If the teacher disagrees with the evaluation, he may submit a written answer that shall be attached to the file copy of the evaluation in question.

### **ARTICLE XIV - PROTECTION OF TEACHERS**

- A. The Board shall recognize its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of classroom control and discipline. The Board shall receive and consider any duly legitimate grievance concerning insufficient administrative backing and support of a teacher. The Board recognizes that it is not feasible for regular teachers to accept the responsibility for instructing pupils who need special assistance; whenever it is apparent to both the regular teacher and the Principal that a particular pupil needs special attention or treatment, the Principal will refer the case to the proper agencies for action.
- B. Any case of assault upon a teacher shall be promptly reported to the Board, or its designated representatives. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

- C. If any legal action is brought against a teacher by reason of disciplinary action taken by the teacher against a student, the Board may provide such legal counsel and all necessary assistance to the teacher in his defense as is permitted under the Michigan School Code.
- D. Serious complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be responsible for reimbursement, except in the case of negligence or neglect of duty, for any damage or loss to person(s) or property.
- F. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, if said property has been properly registered at the Principal's office, provided that the loss was not the fault of the teacher.

#### **ARTICLE XV - PROFESSIONAL GRIEVANCE PROCEDURE**

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board, may be processed as a grievance as hereinafter provided. Matters relating to prohibited bargaining subjects are not grievable.
- B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building Principal, either personally, or accompanied by his Association Representative.
- C. If, as a result of the informal discussion with the Building Principal, a grievance still exists, he may invoke the formal grievance procedure through the Association on the form set forth in annexed Appendix D, signed by the grievant and a representative of the Association, which form shall be available from the Association Representative in each building. A copy of the grievance form shall be delivered to the Principal. If the grievance involves more than one (1) building, it may be filed with the Superintendent, or a representative designated by him.
- D. The grievance must be filed within five (5) school days of the alleged violation. The principal shall then meet with the Association in an effort to relieve the grievance. The Principal shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association.

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- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting, the grievance shall be transmitted to the Superintendent. Within five (5) school days, the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) school days of such meeting, the grievance shall be transmitted to the Board by filing a written copy with the Secretary or other designee of the Board. The Board, no later than its next regular meeting SHALL MEET WITH THE ASSOCIATION on the grievance. Disposition of the grievance, in writing by the Board, shall be made no later than seven (7) school days thereafter. A copy of such disposition shall be furnished to the Association.
- G. Notice of intent to continue this grievance must be given within ten (10) days of the receipt of the disposition by the Board. The Board Negotiation Team and the Association Negotiation Team shall meet within twenty (20) days of the notice. In the event that the parties cannot agree on an interpretation of the Contract section under discussion, the issue shall be submitted to mediation and the parties shall accept the recommendation of the mediator.
  - (1) The Association has the option of bypassing the mediation process as stipulated in Paragraph G in order to pursue the arbitration process. The parties to this Agreement acknowledge that arbitration hereinafter set forth may occur only after mutual agreement of the Association and Board of Education expressed in unity, each to the other.
- H. In the event the grievance, which has been supported by the Association, has not been resolved, or if no disposition has been made within the time limit in Paragraph F above, the grievance may be submitted to arbitration. The Arbitration Procedure must be invoked within ten (10) days. Neither party shall be permitted to insert any issues that have not been brought forth in the grievance, except with the arbitrator's consent.

The Arbitrator must be a person mutually selected and agreeable, but if none is so selected and agreeable, he/she shall be selected by the parties from a list of seven (7) names furnished in accordance with the rules of the Federal Mediation and Conciliation Services (FMCS). Either by mutual agreement or from which list each party shall be permitted to strike alternately three (3) names, with the requesting party striking first, and the remaining arbitrator shall thereupon be accepted. Upon receipt of the list of seven (7) names, the parties will meet no later than ten (10) days after said receipt and will select an arbitrator as described above.

 <u>Powers of the Arbitrator</u>: It shall be the function of the arbitrator and he shall be so empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles of this Agreement.

- (a) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- (b) He shall have no power to establish wage rates or to change any rate, except as modified by Subsection (e) of this Section.
- (c) He shall have no power to rule on the discipline or discharge of any employee.
- (d) He shall have no power to change any practice, policy, or rule of the Board of Education, nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action of the Board.
- (e) His powers shall be limited to deciding whether the Board has violated the express article or sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
- (f) 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. Decisions of the Arbitrator will be final and binding upon both parties.
- (g) In the event that a case is appealed to an Arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- (h) The impartial Arbitrator shall have the authority to order full, partial, or no compensation for time lost subject to items (a) through (g) of this Section.
- Fee and Expenses: The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of both parties. In the event a grievance is filed after May 15th of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. There shall be no reprisals of any kind by Administrative personnel taken against any party in interest or his/her Association Representative, any member of the Grievance Committee, or any other participant in the procedures set forth herein by reason of such participation.

#### **ARTICLE XVI - PROFESSIONAL STUDY COMMITTEES**

- A. There may be established, upon request, a Professional Study committee composed of eight (8) members; four (4) selected by the Board and four (4) selected by the Association. The Professional Study Committee shall investigate into matters normally not negotiable, but of common interest to the Association and the Board. Reports and recommendations will be made by the Committee to the Board of Education and the Association.
- B. Duties of aides shall be organized by a committee composed of teachers and administrators.

## **ARTICLE XVII - RETIREMENT**

- A. In recognition of services to the School District, a terminal leave payment of one (1) day's pay shall be granted for each day of accumulated sick leave, not to exceed Four Thousand Dollars (\$4,000.00) upon retirement of any employee under the provisions of the Michigan Public School Employees Retirement System or at the compulsory retirement age. This applies to those teachers who have accumulated sixty (60) or more days sick leave and have at least ten (10) years service in this System.
- B. In recognition of services to the School District, a terminal leave payment of thirty-seven (\$37.00) per day shall be granted for each day of accumulated sick leave over sixty (60) days upon retirement of any employee under the provisions of the Michigan Public School Employees Retirement System or at the compulsory retirement age. This applies to those teachers who have accumulated sixty-one to one hundred thirty-five (61-135) days of sick leave and have at least ten (10) years service in this System.

## **ARTICLE XVIII - EXPERIENCE ALLOWANCE**

An incoming teacher with previous teaching experience shall receive full credit on the salary schedule for up to three (3) degree years.

### **ARTICLE XIX - RELIEF FROM NON-TEACHING DUTIES**

- A. The Board and the Association agree that a teacher's primary responsibility is to teach and that his energy should be utilized to this end. The Board and the Association recognize that teacher aides and clerical employees are necessary in order to implement this principle.
- B. One (1) aide shall be hired for each two hundred (200) students in elementary grades.

#### **ARTICLE XX - DISCIPLINE OF TEACHERS**

- A. The Board may adopt written rules and regulations for disciplining of teachers.
  - (1) It was agreed that a written dress code should be established by the Administration and a committee of teachers, and all teachers informed of such prior to the first day of school.
- B. Discipline of teachers shall not be subject to the Grievance Procedure.

## **ARTICLE XXI - EMERGENCY SCHOOL CLOSING**

When the decision to suspend bus service to students throughout the District is made by the Superintendent or his designee, all schools within the District shall be closed. On days when school is closed due to inclement weather, teachers will not report.

#### **ARTICLE XXII - RELEASED TIME FOR ASSOCIATION PRESIDENT**

- A. The President of the Standish-Sterling Education Association shall have released time to conduct the business of the Association. Said time not to exceed nine (9) hours per year. Scheduling of the released time shall be agreed upon by the Principal of the building and the President.
- B. The Association shall reimburse the School District for the expenses incurred.

#### ARTICLE XXIII - SENIORITY

- (1) Seniority for all purposes under this Agreement, shall be defined as length of unbroken service within the bargaining unit from the first date of work within the bargaining unit. All bargaining unit seniority is lost when employment is severed by resignation, retirement, and/or by discharge for cause. Previously accumulated seniority within the bargaining unit is retained, but no additional seniority will accumulate during any period when a former bargaining unit member is employed in a supervisory/administrative non-bargaining unit position.
- (2) Seniority lists shall be mutually agreed upon by the representative of the Association and the Board. It will then be placed on teacher's bulletin boards for fifteen (15) days. If there are no corrections by the teachers, the seniority list shall stand as posted. The employer shall update, publish and post the seniority list annually by October 15 of each school year.

In the circumstances of more than one individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and teachers so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance.

- (3) All teachers shall maintain their sick leave benefits and seniority upon re-entrance to the system.
- (4) A laid off bargaining unit member may continue his/her health, and/or life insurance benefits by paying monthly the normal per subscriber group rate for such benefits.
- (5) During a period of impending layoffs, the Board agrees to grant all requests for voluntary leaves of absence to bargaining unit members who make such requests.

#### **ARTICLE XXIV - NEGOTIATION PROCEDURES**

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to both parties shall be subject to professional negotiations between them from time-to-time during the period of this Agreement upon mutual agreement. The parties shall undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving such matters.
- B. In the event the Salary Schedule is reopened for negotiation, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised Salary Schedule. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the occurs of negotiations, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures as they may deem appropriate, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of a Contract.

#### **ARTICLE XXV - MISCELLANEOUS PROVISIONS**

- A. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call before 6:30 a.m. to report unavailability for work. Once a teacher has reported unavailability to the District and through the automated vender of the District's choosing, it shall be the responsibility of the Administration to arrange a substitute teacher.
- B. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the District; and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- C. The Association shall deal with ethical problems arising under the Code of Ethics of the Educational Profession in accordance with the terms thereof.
- D. This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly to the terms of this Agreement and board policy.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- G. Any teacher breaking his Contract, or not fulfilling the terms of his Contract, shall have such fact noted and placed in his/her personnel file.

## **ARTICLE XXVI - DURATION OF AGREEMENT**

This Agreement constitutes the entire collective bargaining negotiations on all subjects for the term of this Agreement, except as herein otherwise provided, and shall become effective as of September 10, 2012 and shall continue in full force and effect and be legally binding on the parties hereto, until August 31, 2013.

An emergency financial manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531 may reject, modify, or terminate this Agreement as provided therein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 10<sup>th</sup> day of September 2012.

## STANDISH-STERLING COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION

By:	Dr. Leonard LeClair, President	Dennis Kolevar, Vice President
	Annette Ratajczak, Secretary	Allen Schmidt, Treasurer
	Ronald Bartlett, Trustee	Kimberly Belchak, Trustee
	Patricia Kipfmiller, Truster	Darren S. Kroczaleski, Superintendent 👔
By:	and have	Dam S. Kuyohl

Dr. Leonard LeClair, Board President DarrenS.Kroczaleski, Superintendent

~

STANDISH-STERLING EDUCATION ASSOCIATION

Tom Murray, Chief Negotiator By:

By:

Tom Murray, Chief Negotiator

Kendra Adrian, Team Member Jeff Katt, Team Member Kent Kraatz, Team Member Mark Lundgren, Team Member

## Appendix A - Salary Schedule

Effective May 1, 2007, classes to be used for advancement on the salary schedule must be approved in writing by the Superintendent. Employees wishing to stratify advancement requirements on the salary schedule with on-line courses must provide proof that the courses are accepted by the State of Michigan. The Superintendent shall have the final say on which courses and programs will be approved.

Percent Increase		1.00%	-	2012-2013
Step	BA	BA + 20	MA	MA + 15
1	37,267.00	38,271.00	39,565.00	40,585.00
2	39,850.00	40,883.00	42,521.00	43,568.00
3	42,430.00	43,495.00	45,476.00	46,554.00
4	45,007.00	46,102.00	48,428.00	49,535.00
5	47,586.00	48,707.00	51,387.00	52,522.00
6	50,168.00	51,325.00	54,584.00	55,507.00
7	52,752.00	53,930.00	57,291.00	58,488.00
8	55,329.00	56,543.00	60,245.00	61,477.00
9	57,904.00	59,149.00	63,200.00	64,457.00
10	61,073.00	62,363.00	66,790.00	68,100.00
15	61,797.00	63,089.00	67,514.00	68,824.00
20	62,522.00	63,814.00	68,240.00	69,550.00
25	63,246.00	64,539.00	68,964.00	70,274.00

Salary Schedules Steps 15, 20, 25 Corrected January 2010

#### **Appendix A-1**

#### FRINGE BENEFITS

The Board of Education agrees to provide Health and Medical Benefits subject to the statutory caps (\$15,000 for full family, \$11,000 for individual and spouse, and \$5,500 for a single subscriber), these amounts will be adjusted annually according to MCL 15.563, under the Standish-Sterling Community School District Health Plan for all employees under this agreement upon completion of all required forms. The coverages listed below are all subject to the terms and conditions of the Standish-Sterling Community School District Health Plan as indicated in the Plan Summary booklets available to each employee. A benefit summary describing the Standish-Sterling Community School District Health Plan is enclosed. This benefit summary is not intended to be a detailed description of the benefits. The detailed benefit description will be provided in the Summary Plan Descriptions.

It is expressly understood that the determination of the carrier and / or funding arrangements for all benefits is the exclusive right of the Board of Education.

- 1. Standish-Sterling Community School District Health Plan (for employees selecting medical)
  - a. Medical Benefits will be pursuant to the Summary Plan Descriptions as described in the benefit summary.
  - b. Group Term Life Insurance \$10,000 Term Life.
  - c. Dental Benefit Benefits will be pursuant to the Summary Plan Description.
  - d. Vision Benefit Benefits will be pursuant to the Summary Plan Description.
- 2. Standish-Sterling Community School District Health Plan (for employees not selecting medical)
  - a. Group Term Life Insurance \$20,000 Term Life + \$20,000 AD&D
  - b. Dental Benefit Benefits will be pursuant to the Summary Plan Description.
  - c. Vision Benefit -- Benefits will be pursuant to the Summary Plan Description.
  - d. Cash in Lieu of Health Benefits. A cash payment in the amount of \$420.00 per month or single subscriber rate, whichever is higher.
- 3. There shall be no insurance of double coverage for SSEA members under the Standish-Sterling Community School District Health Plan.

#### SUMMARY OF PLAN CHANGE STANDISH-STERLING COMMUNITY SCHOOLS MEDICAL PLAN AS AMENDED AND RESTATED EFFECTIVE JANUARY 1, 2010

## EFFECTIVE JANUARY 1, 2013

The Overview of Benefits as stated in the Sixth Amendment is deleted and replaced with:

## **OVERVIEW OF BENEFITS**

The plan is designed to provide levels of benefits based on the choices you make. Benefits that are payable are subject to the terms and conditions of the plan as indicated in the following pages.

	Network	Non-Network
Deductible <ul> <li>Individual</li> <li>Family</li> </ul>	\$1,500 \$3,000	\$3,000 \$6,000
(The full family <b>deductible</b> must be met before benefits are paid) NOTE: Covered expenses incurred from December 1, 2012 through December 31, 2012 and applied towards the <b>deductible</b> will also apply to the 2013 calendar year deductible.	Ill family deductible must be met benefits are paid)       Non-Network deductible will accumulate toward the Network and the Network deductible will not accumulate toward the deductible.         E: Covered expenses incurred December 1, 2012 through nber 31, 2012 and applied is the deductible will also to the 2013 calendar year       Non-Network deductible will accumulate toward the Non-Network deductible will not accumulate toward the deductible.	
Out-Of-Pocket (excluding deductible) • Individual • Family	None None	\$1,000 \$2,000
Lifetime Maximum	Unlimited	
Pre-Certification	All transplant procedures must be pre-certified. Failure to pre-certify a transplant procedure may result in a reduction in benefits.	

	Network	Non-Network
Hospital-Inpatient	100%, after deductible	80%, after deductible
Surgery	100%, after deductible	80%, after deductible
Hospital Visits	100%, after deductible	80%, after deductible
Emergency Room <ul> <li>Emergency</li> </ul>	100%, after \$250 co-pay (Co-pay waived if admitted or accidental injury)	100%, after \$250 co-pay (Co-pay waived if admitted o accidental injury)
Urgent Care     Illness/Accidental Injury	100%, after \$20 co-pay	80%, after deductible
Allergy Testing and Injections	100%, after deductible	80%, after deductible
Ambulance	100%, after deductible	100%, after in-network deductible
Anesthesia	100%, after deductible	80%, after deductible
Blood	100%, after deductible	80%, after deductible
Cardiac Rehabilitation	100%, after deductible	80%, after deductible
Chemotherapy	100%, after deductible	80%, after deductible
<ul> <li>Chiropractic Care</li> <li>Office Visits, Spinal Manipulation, Adjustments, Physical Therapy and X-rays (24 visits in a calendar year)</li> </ul>	100%, after <b>deductible</b>	80%, after <b>deductible</b>
Consultations <ul> <li>Inpatient and Outpatient</li> <li>Office</li> </ul>	100%, after <b>deductible</b> 100%, after \$5 co-pay	80%, after <b>deductible</b> 80%, after <b>deductible</b>
Diabetes Management Program – Outpatient	100%, after deductible	80%, after deductible
Dialysis	100%, after deductible	80%, after deductible
Fertility Testing	100%, after deductible	80%, after deductible
Counseling	100%, after \$5 co-pay	80%, after deductible
Home Health Care	100%, after deductible	Not Covered
Hospice (Respite care limited to 5 days during a 30 day period)	100%, after <b>deductible</b>	Not Covered
(210 days in a lifetime)	100%, after deductible	80%, after deductible
Implants		Corte, and Goudening
Injections, including administration of a covered medication	100%, after deductible	80%, after deductible
Laboratory Testing	100%, after deductible	80%, after deductible
Mammogram (limited to1 per calendar year for preventive)	100% (no deductible)	80%, after deductible

	Network	Non-Network
Medical Equipment and Supplies, including insulin pumps	100%, after deductible	100%, after in-network deductible
Mental Disorders and/or Substance Abuse Expenses Inpatient Outpatient	100%, after <b>deductible</b> 100%, after \$5 со-рау	80%, after deductible 80%, after deductible
Nursing - Private Duty	100%, after deductible	100%, after in-network deductible
Occupational Therapy (limited to 60 visits in a calendar year combined with speech and physical therapy)	100%, after <b>deductible</b>	80%, after deductible
Office Visits, including related services rendered during the physician's office visit	100%, after \$5 co-pay	80%, after deductible
Home Visit	100%, after deductible	80%, after deductible
Orthotics	100%, after <b>deductible</b>	100%, after in-network deductible
Physical Therapy (limited to 60 visits in a calendar year combined with occupational and speech therapy)	100%, after deductible	80%, after <b>deductible</b>
Pregnancy Related Expenses- Mother	100% offer deductible	80% ofter deductible
<ul> <li>Pre and Post Natal Care</li> </ul>	100%, after deductible	80%, after <b>deductible</b>
Delivery	100%, after deductible	80%, after deductible
Prescription Drugs Retail • Generic • Brand	<u>34-day supply</u> \$10 co-pay \$20 co-pay	<u>34-day supply</u> 75%, after co-pay
Mail Order • Generic • Brand	90-day supply \$20 co-pay \$40 co-pay	<u>90-day supply</u> 75%, after co-pay

	Network	Non-Network
<ul> <li>Preventive Care</li> <li>Required preventive care as defined by PPACA including but not limited to:</li> </ul>	100% (no deductible)	Not Covered
<ul> <li>Immunizations</li> <li>Well child care</li> <li>Routine physical exams</li> <li>Screening for high blood pressure</li> <li>Screening for cervical cancer</li> <li>Screening for cholesterol</li> <li>Screening for diabetes</li> <li>Screening for colorectal cancer</li> <li>NOTE: For additional information including any limitations go to the website</li> </ul>		
www.uspreventiveservicestaskforce     org     Prostate Specific Antigen     (PSA) exam and related     testing	100%	Not Covered
lesung		
Prosthetic Devices (Specially designed prosthetic bras are limited to 4 in a calendar year)	100%, after deductible	100%, after in-network deductible
Radiation Therapy	100%, after deductible	80%, after deductible
Skilled Nursing Facility (90 days in a calendar year)	100%, after <b>deductible</b>	Not Covered
Speech Therapy (limited to 60 visits in a calendar year combined with occupational and physical therapy)	100%, after <b>deductible</b>	80%, after <b>deductible</b>
Transplants		
Human Organs (Cornea, Kidney, Skin)	100%, after <b>deductible</b>	80%, after <b>deductible</b>
Transplants Bone Marrow	100%, after <b>deductible</b>	80% after <b>deductible</b>
Transplants Specified Human Organs: Liver, Heart, Lung, Pancreas, Heart-Lung	(Designated Transplant Network) 100%, after deductible	Not Covered

	Network	Non-Network
Weight Management for Morbid Obesity	Payment is based as service rendered	Payment is based as service rendered
	(e.g. office visits will be covered as stated under the office visit listing)	(e.g. office visits will be covered as stated under the office visit listing)
X-rays	100%, after deductible	80%, after <b>deductible</b>
All Other Covered Expenses	100%, after <b>deductible</b>	80%, after deductible
Medica	Expenses - NON-ESSENTIAL BE	NEFITS
	Network	Non-Network
Transplants		
\$10,000 maximum for transportation, meals and lodging for patient and 1 companion (2 if the patient is a minor)	100%, after <b>deductible</b>	80% after deductible

NOTE: This is only a brief overview of benefits. Please refer to the sections of the plan for complete information on the eligibility provisions, limitations and for all other terms of the plan.

\*\*\*\*\*\*

#### STANDISH STERLING COMMUNITY SCHOOLS

Teachers, Administrators and Supervisors who choose employer paid health insurance

BASIC DENTISTRY "B" Scaling and polishing of teeth (Prophylaxis) Fillings and Stainless Steel

Crowns, Inlays Treatment of Pain (Palliative Treatment) Flouride Treatment Diagnostic x-rays Denture Repairs

"A"

Free Standing Crowns Anesthetics used in connection w/surgery Root Canals Oral Surgery Extractions Onlays

A deductible, if included, must be satisfied only once by each participant.

The Basic Deductible for this proposed plan is -0- of the eligible charges.

After satisfaction of the deductible, the plan will pay <u>50%</u> of the eligible expense incurred by the participant. The amount in column "A" will be increased by 10% the 1st year and 10% each subsequent calendar year thereafter (to 100%) provided the participant visited a dentist for examination and diagnosis at least once during the calendar year, and all Basic Services, which were recommended by the dentist as a result of such visits, were completed during that calendar year. Benefits on column "B" will be payable at 50% of the eligible expenses incurred.

If during any calendar year the conditions listed were not satisfied, the Basic Benefit percentage reverts back to the original percentage for the next calendar year. The Basic Benefit percentage for subsequent calendar years will be increased from the original percentage as described above.

- 18 C ..... - 5 -Ann annual deductible if included must be satisfied only once by each participant each calendar year. The Major Deductible for this proposed plan is <u>-O-</u> of

the eligible charges.

ADDITIONAL

(MAJOR DENTISTRY)

Crown/Bridge Repairs Partial Dentures

11.4

"C"

Inlays

Crowns

Bridges

Dentures

After satisfaction of the deductible, the plan will pay 50% of the eligible expense incurred by the participant during the remainder of the calendar year.

ANNUAL COMBINED BASIC AND MAJOR MAXIMUM PER PARTICIPANT PER YEAR \$1,000

## SUPPLEMENTAL ORTHODONTIC BENEFITS

Orthodontic benefits are provided only for qualified dependent children to age mineteen. A separate lifetime deductible of  $\underline{-0-}$  per individual applies to orthodontic treatment. After the deductible has been satisfied, the plan will pay  $\underline{502}$  of the orthodontist's reasonable and customary charges up to the plan maximum of  $\underline{$1.000}$ .

NOTE: The above is a generalization of the plan's provisions and is no way intended to represent the actual policy which is the controlling document.

#### COVERAGE SCHEDULE (The pages which follow meter to this Schedule)

	Suployer: Standish-Sterling Community Schools - 06050-03 (D0194)	
	Dental Expense Insurance - Employee and Dependents Insurance - Assignable	
	Benefit Year - A calendar year (January 1 through December 31)	
	List of Dental Services - See List of Dental Services	
	DENTAL EXPENSE INSURANCE	
10	Basic Benefits: Percentage	
	Additional Benefits (Major Services): Percentage	
	Maximum Annual Dental Benefit Each Covered Individual:\$ 1,000.	
	ORTHODONTIC EXPENSE INSURANCE	
11	Percentage	
	SPECIAL PROVISIONS (as described in the Coverage Schedule Supplement)	
	(a) Missing Tooth WaiverX included not included (b) Five Year Denture WaiverX included not included List of Dental Services:	
	(c) Basic Services Modification included <u>x</u> not included (d) Major Services Modification included <u>x</u> not included	
	(e) Basic Benefits Percentage ModificationX included not included	
	(f) Pre-existing Exclusion WaiverX included not included (g) Age Restriction Waiver	
	(h) Extension of Benefits Waiver	
	(m) Incentive Plan Modification "M"	

Alternate Procedures of Treatment: If alternate procedures, services or courses of Steatment may be performed to properly correct a dental condition, the maximum eligible dental charge which will be considered for payment will be for the least expensive procedure which will, as determined by the Insurance Company, produce a professionally satisfactory result.

\*Basic Benefits Incentive Plan Increment Provision: The Basic Benefits Percentage applicable to a Covered Intividual's insurance under the coverage for a Benefit Year will be increased as indicated provided the Covered In vidual visited a Dentist for periodic examination and diagnosis at least once during the preceding Benefit Year, and all Basic Services, indicated in the List of Dental Services, which were recommended by the Dentist as a result of the first of such visits, were completed during that Benefit Year. Otherwise, the original Basic Benefits Percentage will again apply for the current Benefit Year, and future incentive increments will be determined as described on the Coverage Schedule.

\*\*Additional Benefits Annual Deductible Amount Provision: For the purposes of calculating benefits for charges incurred in connection with anywone Treatment Plan, charges used toward the satisfaction of the Additional Benefits Annual Deductible for a Benefit Year will include any charges in connection with that Treatment Plan which were used toward the satisfaction of the Additional Benefits Annual Deductible for a previous Benefit Year. If any benefit has become payable under the Coverage in connection with a charge, that charge shall in no event be considered in the satisfaction of the Additional Benefits Annual Deductible for any Benefit Year.

147 144 142 Sec.

ULTRA-DENT G-33,000-0

#### DENTAL INCENTIVE PLAN

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#### HERE'S HOW IT WORKS

Each family member must visit a dentist for examination and diagnosis at least once per calendar year and all Basic Services, which were recommended, must be completed during the calendar year.

However, if during any calendar year the services were not completed, the Basic Services Benefit percentage reverts back to the original plan percentage for the next calendar year.

## NOW DO I USE THIS PLAN?

- 1. Select the DENTIST OF YOUR CHOICE and make an appointment for your examination.
- 2. When the dental services are complete, your signature on the SET claim form (or any universal dental claim form) will assign payment of benefits directly to your dentist.
- If charges will be \$200 or more, your dentist should submit a Pre-Treatment Estimate.

Questions regarding eligibility and claims should be directed to SET, Incorporated (1-800-292-5421).

Additions Rear of Stations Additions (2) -299 1 (200) -296 2 (200) -200 (2

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## Vision Benefit Program Definitions and Eligibility

Eligible participants include All Active, Full-time Administrative Employees of Standish Sterling Community Schools with medical.

Eligible dependents include (1) an employee's spouse while not divorced or legally separated from the employee; (2) each of the employee's unmarried children who is a dependent within the meaning of the Internal Revenue Code of the United States, to age 25. Coverage is provided through December 31 of the year in which the dependent becomes age 25.

Eligible charges are reimbursed on a year defined as the 12-month period of July 1 through June 30.

The preceding material is a generalization of the plan's provisions.

## Vision Benefit Program Schedule

Vision Examination Frames

Spectacle Lenses (pair): Single Vision Bifocal Trifocal Lenticular

> Pink #1 or #2 Tint/Coat Rimless Mounting

Extras (tints, other than pink#1 or #2, coated & Polaroid lenses)

Contact Lens (pair, including the exam)

You pay only \$10 Covered up to \$65 retail – Deductible applies

You pay only \$25 deductible on lenses and frames

Covered in full Covered in full

Not covered

Covered up to \$65 and additional 20% off balance\*

\* The contact lens discount is only available once after all coordinating of benefit payments have been made.

The above services/items are available as follows:Vision ExaminationOnce every 12 monthsPranesOnce every 12 monthsLensesOnce every 12 months

Once every 12 mor

The benefit year is defined as July 1-June 30.

## Vision Benefit Program Definitions and Eligibility

Eligible participants include All Active, Full-time Administrative Employees of Standish Sterling Community Schools without medical.

Eligible dependents include (1) an employee's spouse while not divorced or legally separated from the employee; (2) each of the employee's unmarried children who is a dependent within the meaning of the Internal Revenue Code of the United States, to age 25. Coverage is provided through December 31 of the year in which the dependent becomes age 25.

Eligible charges are reimbursed on a year defined as the 12-month period of July 1 through June 30.

 The services/items on the following page are available as follows:

 Vision Examination
 Once every 12 months

 Frames
 Once every 12 months

 Lenses
 Once every 12 months

The benefit year is defined as July 1-June 30.

The preceding material is a generalization of the plan's provision

## Vision Benefit Program Schedule

Vision Examination Optometrist, or Opthalmologist

Frames

Spectacle Lenses (pair): Single Vision, Bifocal, Trifocal, Lenticular

Lenses with Extras (Photochromics Sun or Gradient, Tints Tinted/Color-coated) Single Vision, Bifocal, Trifocal, Lenticular

Polaroid

Single Vision, Bifocal, Trifocal, Lenticular

Oversize, Rimless, Blended Bifocal

Contact Lens (pair, including the exam) Necessary+ Cosmetic+

\* The contact lens discount is only available once after all coordinating of benefit payments have been made.

\* Necessary contact lenses are those furnished because visual acuity is not correctable to 20/70 or better by the use of contact lenses. Cosmetic contact lenses are those that do not meet the definition of necessary contact lenses.

Covered up to \$65 retail

Covered in full

Covered up to \$115 and additional 20% off balance\*

## APPENDIX B -- EXTRA-CURRICULAR SALARY SCHEDULE

Sections I, II, and III will be paid on the BA Salary Schedule based on years of experience in that activity at percentages stipulated below. Non-staff members attain Step 5 maximum.

I. CLA	SS SPONSORS	- The following	percent will be	paid to each Sponsor:
--------	-------------	-----------------	-----------------	-----------------------

11.

111.

A. 12	2th	2.50
B. 11	Ith	1.75
C. 10	Oth and 9th	1.00
ACAE	DEMIC EXTRA-CURRICULAR	
A. M	edia Supervisor	2.00
B. Ba		6.00
C. De	ebate Coach	5.50
D. H	S. Department Heads/M.S. Leadership Team	3.25
E. Ff	FA .	5.50
F. Fo	prensics Coach	5.50
G. Pl	ay Director (per production)	3.00
	lot more than 3 plays per year]	
H. PI	ay Assistant (per production)	1.50
- S.M	noir	4.00
	gh School Yearbook Sponsor	3.00
	iddle School Yearbook Sponsor	1.50
	ementary Safety Patrol	.50
	gh School National Honor Society Sponsor	2.00
	iddle School National Honor Society Sponsor	1.00
	A.D.D. Sponsor	1.00 4.00
P. HI	gh School Student Council Advisor	4.00
ATHL	ETICS	
A. Boy	ys Basketball	
1.	Head Coach	10.00
2.	J.V. Coach	7.00
3.	Freshman Coach	7.00
4.	Middle School Coach	5.00
B. Gi	rls Basketball	
1.	Head Coach	10.00
	J.V. Coach	7.00
	Freshman Coach	7.00
4.	Middle School Coach	5.00
C. Fo	ootball	
1.	Head Coach	10.00
2.	Assistant Coaches	7.00
3.	Middle School Coach	5.00

D. Baseball	
1. Head Coach	7.00
2. J.V. Coach	5.00
3. Freshman Coach	4.00
E. Softball	
1. Head Coach	7.00
2. J.V. Coach	5.00
3. Freshman Coach	4.00
F. Boys Track	
1. Head Coach	7.00
2. Assistant Coach	5.00
G. Girls Track	
1. Head Coach	7.00
2. Assistant Coach	5.00
H. Cross Country	
1. Head Coach	7.00
I. Golf	
1. Head Coach	7.00
J. Volleyball	
1. Head Coach	7.00
2. Assistant Coach	5.00
3. Freshman Coach	4.00
K. Cheerleading	
1. Varsity & J.V. Squads Coach	5.00
L. Wrestling	
1. Head Coach	7.00
2. Wrestling Assistant	5.00
M. Soccer	
1. Head Coach	7.00

## IV. DRIVER EDUCATION

Pay for Driver Education will be adjusted in accordance with the percentages in effect for the given contract year.

### V. COMMUNITY EDUCATION

Pay for Community Education will be adjusted in accordance with the percentages in effect for the given contract year.

Notes