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8/31/99

MASTER CONTRACT

between the

STANDISH-STERLING COMMUNITY SCHOOL DISTRICT

and the

STANDISH-STERLING
EDUCATION ASSOCIATION

1997 - 1999

Standish - Sterling Community School

LABOR AND INDUSTRY
RELATIONS COLLECTION
Michigan State University

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Master Agreement

This Agreement, entered into this 1st day of September, 1997 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. Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deductions of membership dues or assessments of the Association (including the Michigan Education and the National Education Associations) upon such conditions as the Association and administration shall mutually establish. Such sum shall be deducted as dues from the regular salaries of all such teachers and remitted to the Association. 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 General School Laws 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. Such salary schedule SHALL BE NEGOTIATED on an annual basis.
- B. The Salary Schedule is based upon days worked as follows: one hundred eighty (180) days of student instruction one (1) day for record marking, two (2) in-service days, one (1) parent-teacher conference day, one (1) orientation day, making one hundred eighty-five (185) Contract days. The following schedule will take effect in the years indicated:

Year	Instruction	In-Service	P/T	Orientation	Record
1996-97	180	2	1	1	1
1997-98	181	2	1	1	1
1998-99	182	2	1	1	1

- C. A school calendar with holidays and vacation 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 which 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 at the elementary level and secondary level (grades 9-12). In grades 7 and 8, wherein teachers are certified to teach all subjects, said teachers shall be assigned to teach only in their major or minor fields of study. For those teachers who do not have a major or minor specified in their transcript, a standard of thirty (30) hours will be used to determine a major and twenty (20) hours for a minor.
- B. In the event that changes in schedules are proposed, all teachers affected shall be notified promptly and consulted. Changes in teachers' schedules made later than the fifteenth (15th) day of August, preceding the commencement of the school year, will be made only if an emergency arises.
- C. Middle and Senior High School:
- (1) The normal teaching load shall consist of not more than six (6) assigned periods and one (1) conference period per day. A person teaching a seventh (7th) class will be required to spend an extra period in school. Teacher selection for an extra class shall be based on qualifications and seniority. Study hall shall be based on seniority and availability.
 - (2) 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.

- (3) A teacher requested to accept an overload, shall be compensated one-seventh (1/7th) of his salary.
- (4) 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.
- (5) A teacher covering a vacant teaching station on a period basis shall be reimbursed 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.
- (6) Teachers will be required to be on duty twenty-five (25) minutes before the start of the first class and fifteen (15) minutes after the completion of the last class at 3:30 p.m. Teachers will be available, in addition to this time, for conferences, by appointment, set by the Principal and the teacher.
- (7) Teachers may be assigned a Middle School homeroom group which will not entail any out-of-school duties. Teachers assigned to High School advisory groups, in addition to six (6) classes, will receive extra-curricular pay as in Appendix B in this Schedule.
- (8) The Board and Association agree that some supervisory responsibilities are necessary at student functions. A teacher may be required to assume no more than one (1) extra school duty of a minor nature without additional compensation. A list of events mutually agreed upon by the Association and the Administration shall be posted in each building at the beginning of each semester for teachers to sign up.

D. Elementary Schools:

- (1) Elementary teachers will be provided two (2) fifteen (15) minute relief periods each day. In addition, elementary teachers will be provided with a minimum of two-and-a-half (2-1/2) unassigned hours per week for preparation and planning time during the school day. Library time will be unassigned time. These times may be adjusted to comply with regulations or to equalize elementary and secondary work schedules.
- (2) Teachers will be required to be on duty twenty-five (25) minutes before the start of the first class and fifteen (15) minutes after the completion of the last class at 3:30 p.m. Teachers will be available after this time for working with a student who requests help. Teachers will be available after this time for conferences, by appointment, set up by the Principal and the teacher.
- (3) A teacher may be required to assume no more than one (1) extra school duty of a minor nature without additional compensation. Collecting fees and keeping an attendance ledger are not extra school duties.

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 pupil-teacher 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 shall 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 letter. No vacancy shall be filled except in case of emergency, on a temporary basis until said vacancy shall have been posted at least fifteen (15) days.
- 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 shall be notified of such change prior to the close of the school year, if possible.
- B. Whenever a decrease in enrollment requires a reduction in staff of a building, the teacher shall 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 ten (10) days per year shall be to one hundred twenty (120) 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 beginning of each school year and with the twentieth (20th) pay, setting forth the total accumulated sick leave credit.
 - (2) Any teacher who qualifies under the perfect attendance guidelines shall be eligible for a stipend of \$100.00 at the conclusion of the school year.

- (3) A teacher who takes not more than two (2) days per year as defined by the perfect attendance guidelines and has accumulated 120 sick days at the conclusion of the school year shall be eligible for a stipend of \$150.00.
- 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 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 seventy (70) 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 seven (7) calendar 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 Appeal Board may direct said individual to be examined by a doctor of the Appeal Board's choosing to determine if the illness is valid.
 - (7) The Appeal Board may grant or suspend sick days from the bank. Their judgment and/or decisions will be final.
 - (8) The sick leave Appeal 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.
- 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 Business: In addition to personal illness, bereavement, and family illness, teachers shall be allowed two (2) personal business days. Twenty-four (24) hours notice shall be given for said leave time, except in cases of emergency.
 - (a) Personal business days are intended to be used for activities of a personal nature that cannot normally be conducted outside of school hours. Personal business days are not intended for activities of a recreational nature, as vacation days, shopping trips, or for earning money. Personal days may not be used at the beginning or end of regularly scheduled vacation, the opening day of hunting or fishing seasons.
 - (b) Unused personal business days shall be credited to the teacher's accumulated sick leave. One unused personal business day may be carried over to the next year to a maximum accumulation of three (3) days at the start of the year.
 - (c) In the event a personal business 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) One (1) personal business day may be used as a personal leave day. This day may be used for activities which would not generally be authorized for a personal business day. Family-related activities fall into this classification. Employees must make application at least 48 hours in advance of using a personal leave day. Generally, at the discretion of the district, no more than two (2) personal leave days will be authorized throughout the district on any given work day.

(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 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 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 pay the amount stipulated in Appendix A per month for twelve months toward the premium for MESSA or Blue Cross-Blue Shield insurance carried with the Standish-Sterling Community School District for which payroll deductions are made by the Standish-Sterling Community School District. Insurance 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 pay the amount stipulated in Appendix A toward the employee's insurance for the duration of the teacher's individual contract.

ARTICLE XIII - TEACHER EVALUATION

- A. All administrative observation of the work performance of a teacher shall be conducted openly.

- B. 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.
- C. No teacher shall be reprimanded, warned, or disciplined for any claimed violation of any rule of conduct established by the board or by its supervisory or administrative employees, or with respect to the character of his professional service, except in the presence of a member of the Professional Rights and Responsibilities Committee if the teacher requests such a representative to be present.
- D. Teachers will not be reprimanded nor teaching methods corrected in front of students.
- E. Probationary teachers shall be observed for the purpose of evaluation at least three (3) times during the school year. These observations shall occur within two (2) months following a teacher's commencement of service, four (4) months after a teacher's commencement of service, and at least ninety (90) days prior to the end of the school year. Tenure teachers shall be observed for the purpose of evaluation at least once every year. All evaluations shall be reduced to writing and a copy given to the teacher within ten (10) days of the evaluation. Both the Administrator and the teacher shall sign the file copy of the evaluation. If the teacher disagrees with the evaluation, he may submit a written answer which 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 individually liable, 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.

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.
- 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.
- 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. In the event that the grievance which has been supported by the Association has not been resolved to the satisfaction of the grievant(s) the Contract section under discussion shall be reopened to renegotiate. 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 substantiating documents or testimony of expert witness being exempted.

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. In the event of either party failing to meet and select an arbitrator within the prescribed time limits, or in the event of a refusal by either party to submit or to appear at the arbitration hearing, the Arbitrator shall have jurisdiction to proceed ex parte and make an award.

1. Powers of the Arbitrator: 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 termination of service or failure to re-employ any probationary employee so long as the Michigan Teacher Tenure Act of 1965 is in effect.

- (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.
2. 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.
- I. 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. NOTWITHSTANDING THE EXPIRATION OF THIS AGREEMENT, ANY CLAIM OR GRIEVANCE MAY BE PROCESSED THROUGH THE GRIEVANCE PROCEDURE UNTIL RESOLUTION.
 - K. 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. Seventy (70) shall be the mandatory retirement age in the Standish-Sterling Community Schools. This may be extended upon application and approval of the Board. A person reaching seventy (70) prior to September 1 of any year shall retire the preceding June. A person reaching seventy (70) after September 1 shall continue teaching the balance of the school year and retire the following June.
- B. 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 One Thousand Five Hundred Dollars (\$1,500.00) 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.

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 not in conflict with the terms of this Agreement governing the 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. No teacher shall be disciplined, suspended with or without pay, or reprimanded without just cause.
- C. Discipline of teachers shall be subject to the Grievance Procedure, provided:
 - (1) Probationary Teachers: The Board may give such notice of unsatisfactory work as shall be required or permitted by the Michigan Teacher Tenure Act during the pendency of any grievance procedure and that the Board's decision on the termination of the service of or failure to re-employ any such teacher on a fourth-year probation shall be final.

- (2) Tenure Teachers: Any pending grievance procedures shall be dismissed immediately upon filing of written charges under the Michigan Teacher Tenure Act, and said Act shall thereafter govern all proceedings against the teacher.

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 - LAYOFF AND RECALL

A. The Association and Board agree that the following conditions may necessitate a reduction in professional teaching staff:

- (1) Financial crisis in the district;
- (2) Substantial reduction in student enrollment.

B. Should layoff of professional staff seem likely, the Association shall be contacted immediately. Possible alternatives to resolution of the crisis shall be discussed. If layoff of teachers is deemed necessary, the following shall be used:

- (1) Teachers who may be laid off shall be given at least sixty (60) days notice, except in the case of financial crisis.
- (2) 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. Neither layoff or the taking of approved leave, as provided under this Agreement, shall constitute a break in service and seniority will accumulate during such periods.
- (3) 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.

- (4) Those teachers at the bottom of each list shall be laid off in order, to the degree dictated by the crisis.
- (5) Only if a teacher would be required to teach in an area for which he/she is not so certified on a provisional, permanent, continuing or life certificate may he/she be laid off or called back out of order.
- (6) Teachers shall be called back in reverse order, the last laid off the first called back, and so on, according to the seniority list.
- (7) All teachers shall maintain their sick leave benefits and seniority upon re-entrance to the system.
- (8) Notifications of a recall shall be in writing with a copy sent to the Association. The notification shall be sent by certified mail to the bargaining unit member's last known address. It shall be the responsibility of each bargaining unit member to notify the Board of any change of address.
- (9) A laid off bargaining unit member shall be considered laid off until he/she is reinstated in the District. Refusal of an offer from the board of a position for which the laid off bargaining unit member is certified/licensed, or failure to respond within thirty (30) days of the receipt of a written offer of a position made by the Board shall be cause for termination.
- (10) 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.
- (11) 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, 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.
- 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. Such teacher shall also forfeit the rights and benefits set forth in this Agreement.

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 1, 1997 and shall continue in full force and effect and be legally binding on the parties hereto, until August 31, 1999.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 11th day of August, 1997

STANDISH-STERLING COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION

By: Daniel K. Chapman, President
By: Leonard J. LeClair, Vice-President
By: Penny L. Page, Secretary
By: Timothy Houghteling, Treasurer
By: Marycloe Pendred, Trustee
By: Ronald J. Schwab, Trustee
By: William L. Thorp, Trustee
By: Claude L. Inch, Superintendent

STANDISH-STERLING EDUCATION ASSOCIATION

By: David Wolthuis, Chairman
By: Paul Cote
By: Thomas Murray
By: Ashley Smith

APPENDIX A - SALARY SCHEDULE

Teacher Salary Schedule - 1997-1998 School Year

Step	BA	BA + 20	BA + 30 MA	MA + 15 BA + 45
1.	27,965.00	28,721.00	29,691.00	30,454.00
2.	29,904.00	30,679.00	31,907.00	32,695.00
3.	31,840.00	32,638.00	34,125.00	34,935.00
4.	33,774.00	34,596.00	36,340.00	37,172.00
5.	35,709.00	36,550.00	38,561.00	39,415.00
6.	37,647.00	38,514.00	40,961.00	41,654.00
7.	39,584.00	40,470.00	42,992.00	43,891.00
8.	41,519.00	42,431.00	45,209.00	46,134.00
9.	43,453.00	44,386.00	47,424.00	48,370.00
10.	45,829.00	46,800.00	50,120.00	51,103.00
15.	46,129.00	47,100.00	50,420.00	51,403.00
20.	46,429.00	47,400.00	50,720.00	51,703.00
25.	46,729.00	47,700.00	51,020.00	52,003.00

Teacher Salary Schedule - 1998-1999 School Year

Step	BA	BA + 20	BA + 30 MA	MA + 15 BA + 45
1.	28,664.00	29,439.00	30,433.00	31,215.00
2.	30,652.00	31,446.00	32,705.00	33,512.00
3.	32,636.00	33,454.00	34,978.00	35,808.00
4.	34,618.00	35,461.00	37,249.00	38,101.00
5.	36,602.00	37,464.00	39,525.00	40,400.00
6.	38,588.00	39,477.00	41,985.00	42,695.00
7.	40,574.00	41,482.00	44,067.00	44,988.00
8.	42,557.00	43,492.00	46,339.00	47,287.00
9.	44,539.00	45,496.00	48,610.00	49,579.00
10.	46,975.00	47,970.00	51,373.00	52,381.00
15.	47,275.00	48,270.00	51,673.00	52,681.00
20.	47,575.00	48,570.00	51,973.00	52,981.00
25.	47,875.00	48,870.00	52,273.00	53,281.00

Placement on the salary schedule will be based on verification of prior service credit and will be in accordance with memorandum of understanding dated January 20, 1993.

The Board shall provide without cost to the employee, premiums for coverage of MESSA SuperCare 1, additional Term Life Insurance in the amount of \$5,000, premiums for coverage of VSP-1 optical insurance, and premiums for coverage of SET/SEG Dental Insurance (Option 3).

For those employees not opting health insurance coverage through the District, premiums shall be provided for SET/SEG Dental Insurance (Option 1), premiums for coverage of VSP-3 optical insurance, \$20,000 Term Life Insurance with AD&D, and an annuity in the amount of the difference between the MESSA SuperCare 1 Program single subscriber rate and the options stated above. The annuity option shall exclude all married couples both employed by the District, with the exception of those married couples employed by the District before August 31, 1991.

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.

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

A. 12th	2.50
B. 11th	1.75
C. 10th and 9th	.75

II. ACADEMIC EXTRA-CURRICULAR

A. Audio-Visual Director	2.00
B. Band	6.00
C. Debate Coach	5.50
D. Department Heads	3.25
E. FFA	5.50
F. Forensics Coach	5.50
G. Play Director (per production) [Not more than 3 plays per year]	3.00
H. Play Assistant (per production)	1.50
I. Choir	4.00
J. Yearbook Sponsor	2.00
K. Elementary Safety Patrol	.50
L. National Honor Society Sponsor	1.00
M. S.A.D.D. Sponsor	1.00

III. Athletics

1. Boys Basketball Head Coach	10.00
2. J.V. Coach	7.00
3. 9th Grade Coach	7.00
4. Junior High Coach	5.00

B. Girls Basketball		
1.	Head Coach	10.00
2.	J.V. Coach	7.00
3.	9th Grade Coach	7.00
4.	Junior High Coach	5.00
C. Football		
1.	Head Coach	10.00
2.	Assistant Coaches	7.00
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
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.	9th Grade Coach	4.00
K. Cheerleading		
1.	Varsity & J.V. Squads Coach	5.00
2.	Assistant Coach	4.00
L. Wrestling		
1.	Head Coach	7.00
2.	Wrestling Assistant	5.00

IV. Driver Education:

Pay for driver education will be adjusted in accordance with the percentages in effect for the given contract year. Hourly rate for 1996-97 school year will be \$18.20. The rate for the 1997-98 school year will be \$18.70. The rate for the 1998-99 school year will be \$19.17.

V. Community Education

Certified teachers teaching adult high school completion classes in the Community Education Program shall be paid at the rate of \$18.20 per hour for the 1996-97 school year. Pay for community education will be adjusted in accordance with the percentages in effect for the given contract year. The rate for the 1997-98 school year will be \$18.70. The rate for the 1998-99 school year will be \$19.17.



