

3978

8/17/2001

**AGREEMENT
BETWEEN THE**

STURGIS BOARD OF EDUCATION

- AND -

STURGIS EDUCATION ASSOCIATION

1998-1999
1999-2000
2000-2001

Sturgis Public Schools

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ARTICLE I - AGREEMENT AND RECOGNITION

Section 1. This Agreement is entered into this 14th day of December, 1998 between the Board of Education of the Sturgis Public Schools, Sturgis, Michigan, hereinafter called the "Board," and the Sturgis Education Association, hereinafter called the "S.E.A.," affiliated with the South Central Michigan Education Association, hereinafter called the "S.C.M.E.A.," the Michigan Education Association, hereinafter called the "M.E.A.," and the National Education Association, hereinafter called the "N.E.A."

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

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

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

Section 3.

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

ARTICLE II - MANAGEMENT RIGHTS

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

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

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

ARTICLE III - ASSOCIATION RIGHTS

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

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

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

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

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

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

ARTICLE IV - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

Section 1.

- A. Any teacher who is a member of the S.E.A., or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the S.E.A., including the N.E.A. and the M.E.A. Pursuant to such authorization, the Board shall deduct such dues from regular salary checks of the teacher in equal deductions each month for nine (9) months beginning in September and ending in May each year. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated.
- B. Dues deductions shall not supersede any legally required deductions or deductions authorized prior to the date of the Agreement and the Board shall not be required to make any check-off for professional dues if the teacher's pay is not sufficient to cover the professional dues in any pay period. The payroll office shall not be required to honor for any month's deduction any authorizations that are delivered to the payroll office later than two weeks prior to the distribution of the payroll from which the deductions are to be made.
- C. So long as a teacher remains on the payroll, the authorized deductions shall be continued.
- D. All dues and fees deducted by the Board pursuant to this Article shall be remitted to the S.E.A. Treasurer.
- E. The S.E.A. shall, by September 1 of each school year, give written notification to the payroll office of the amount of the professional dues and political action contributions which are to be deducted in that school year. For the purpose of this Article, the term "school year" shall mean the twelve-month period beginning with the opening of school in the fall of each year. The right to refund to teacher monies deducted from their salaries under such authorization shall lie solely with the S.E.A.

Section 2.

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

Association's Policy and Procedures together with appropriate state or federal agencies or courts. The non-member may authorize payroll deduction for such fees in the same manner as provided for professional dues. The Association shall provide all non-member copies of the Association's Policy and Procedures.

- B. By December 1, or as soon as possible thereafter, of each year, the Association shall provide written notice to all non-members and the Board of the reduced fee and an explanation of the basis for the reduced fee. Pursuant to the Association's Policy and Procedures, any non-member who objects to the amount of the fee shall be given a prompt opportunity by the Association to challenge that amount before an impartial decision-maker or appropriate state or federal agencies or court. Pending resolution of the fee, the objecting non-member shall be required to pay 100 percent of the reduced fee to the Association; however, the Association shall preserve the fee in an interest bearing escrow account until a decision is rendered by an appropriate impartial decision-maker pursuant to the Association's Policy and Procedures.
- C. In the event the non-member shall not pay the representation benefit fee directly to the Association, or authorize payment through payroll deduction, the Board shall, upon proper written notice from the Association, deduct the representation benefit fee from the teacher's wages and remit the same to the Association pursuant to the conditions described in Section 1B., above for professional dues.
- D. The Association agrees to assume the legal defense of any suit or action brought against the Board, the Sturgis Public Schools, individual members of the Board and its officers and administrative employees regarding this article of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against them as the result of said suit or action, subject to the following conditions:
 - 1. The damages have not resulted from the misfeasance or malfeasance of the Board or its agents.
 - 2. The Association has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense, which may be assessed against the Board by any court or tribunal.
 - 3. The Association has the right to choose the legal counsel to defend any said suit or action.
 - 4. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- E. Should the provision for payroll deduction of the representation benefit fee in paragraph C above be found contrary to the law, the parties agree to negotiate procedures for termination of employment.

- F. The Association will pay a service fee of \$.25 per person, per year, to the district for the deduction of authorized PAC contributions.

Section 3.

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

ARTICLE V - GRIEVANCE PROCEDURE

Section 1. S.E.A. right to grieve:

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

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

- A. The termination of services or the failure to employ or re-employ a teacher to a position on an extra curricular schedule.
- B. Any dispute within the jurisdiction of a State or federal agency. A grievance will be terminated if legal remedies are initiated.
- C. The non-renewal of a probationary teachers contract.
- D. The dismissal of a tenure teacher.
- E. Any matter involving teacher evaluation except procedures as outlined in Article VII.
- F. Transfer of assignments.
- G. Appointment or removal of department heads.
- H. Sabbatical leaves.

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

Section 4. All grievances shall be written and shall:

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

the time limitations hereinafter set forth.

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

Section 6.

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

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

Level Three.

- A. In the event the Association is dissatisfied with the Superintendent's decision it may appeal the Superintendent's decision within ten (10) days following the receipt of same to the American Arbitration Association which shall appoint an arbitrator in accordance with its rules and regulations. The decision of the arbitrator shall be final and binding.
- B. At the time arbitration is requested, the Association shall submit to the Superintendent a written statement specifying grounds to be relied upon in arbitration, a proposed list of witnesses and the relief requested from the arbitrator as well as which facts and arguments it disagrees with in the Superintendent's response at Level Two. The parties shall meet and confer as to settlement at least five (5) days prior to the arbitration hearing. Neither party may raise a new ground or defense at Level Three not previously disclosed to the other party. If the Association withdraws a grievance from arbitration prior to a hearing thereon, it shall be responsible for A.A.A. administrative charges prior to the hearing.
- C. The arbitrator shall not hear more than one grievance unless stipulated in writing and

signed by both parties or unless the Board and Association agree to consolidate grievances because they are based upon similar facts.

- D. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter, amend, or subtract from the terms of the Agreement. He shall not make any new agreement or agreements between any of the parties thereto or in the absence of discrimination to interfere with the exercise or managerial discretion and prerogatives. He shall not hear new grievances previously barred from the scope of the grievance procedure nor shall he question the reasonableness of Board policy nor annual assignments of extra duties for extra pay as outlined in Article XVI. If a grievance award involves a mislocation or miscalculation of salary schedules A, B, or C, the arbitrator shall not make the award retroactive prior to the beginning of the school year in which the grievance was filed. The arbitrator shall not have authority to award monetary damages in cases not involving a loss or reduction in compensation. The arbitrator's powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement.
- E. Each party shall bear the expense of its own witnesses as well as other expenses incurred in presenting its case. The fees and expenses of the arbitrator shall be shared equally between the Board and the Association.

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

ARTICLE VI - TEACHING HOURS, CONDITIONS & CLASS LOAD

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

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

Section 2. Working Hours

- A. All teachers shall have a work day not to exceed seven (7) hours and fifteen (15) minutes except as provided in Article XIV. The work day shall include a lunch break of at least 25 minutes.

Each teacher shall have a maximum weekly student contact time of 26.75 hours and weekly prep time of five hours in blocks of not less than 20 minutes.

Section 3.

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

Section 4.

- A. No teacher will be required to:
1. Collect book money, milk money, lunch money, and insurance.
 2. Record permanent records, or others except as required by the state, unless the data is being recorded through regular computer entries.
 3. Type report cards.
 4. Type notices to parents of a general nature.
 5. Find his own substitute.
- B. Teachers shall be responsible for the supervision of halls before and after school and while classes are passing unless they are directly involved in assisting students.

Section 5.

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

Section 6.

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

Section 7.

- A. If parent-teacher conferences are scheduled after the close of the school day and there are two hours or more not scheduled during the official conference day the teacher may be released at the discretion of the building principal for an equivalent amount of time on an official conference day.
- B. The building principal or representative will be present in the building during all scheduled conferences.

Section 8. In the event of bomb threats, teachers shall not be required to search for bombs. Teachers shall be required to supervise students during such emergencies.

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

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

ARTICLE VII - TEACHER EVALUATION AND MENTORS

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

Section 2. CRITERIA: Before evaluation, teachers will be informed by their building administrator of the criteria upon which they will be evaluated.

AREAS OF EMPHASIS:

1. Manner and efficacy of student discipline.
2. Basic planning and management.
3. Lesson sequence.
4. Guided practice.
5. Learning climate.
6. Use of materials.
7. Ability to impart knowledge of subject matter by matching methods, content, and student to desired outcomes.
8. Teaching strategies.
9. Knowledge of subject matter.
10. Assessment of learning.
11. Teaching to higher order processes.
12. Rapport with students, administrators, colleagues, and parents.

Section 3. Probationary Teachers. Probationary teachers shall be evaluated in the following manner:

1. In compliance with the teacher tenure act, each probationary teacher employed at least a full school year, will be given an individualized development plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher.
2. A building administrator will conduct a minimum of two (2) informal observations prior to November 15.
3. A building administrator will conduct one (1) year-end formal evaluation by April 1 (November 1 for mid-year hires) which shall be based on, but not limited to, at least two (2) classroom observations held at least sixty (60) days apart, and shall include an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.

Section 4. Tenured Teachers. Tenured teachers shall be evaluated in the following manner:

- A. Professional Growth Development

1. Every other year administrators will schedule a minimum of two (2) conferences to discuss the teacher's personally developed professional growth plan.
2. All tenured teachers must be given a formal performance evaluation at least once every three years. The evaluation must be based on two classroom observations conducted within one calendar year of the evaluation.
3. In the event the evaluation is unsatisfactory, the teacher will be informed at the formal evaluation conference of placement on a plan of assistance which will be developed by appropriate administrative personnel in consultation with the individual teacher.

B. Plan of Assistance (Plan)

1. The Plan will specify:
 - a) the area(s) of deficiencies;
 - b) a prescription for improvement;
 - c) time limits;
 - d) consequences should the teacher fail to attain the level of improvement prescribed.
2. During the period of the Plan there may be a number of observations and evaluations conducted to assess progress. One (1) formal evaluation conference will occur at the conclusion of the Plan time period.

Section 5. Guidelines and Descriptions

- A. All classroom observations shall be conducted openly, with the administrator present in the educational setting. Video or audio taping will not be used by the administrator in any evaluation except by mutual consent of SEA and the teacher. Teachers may be requested to use video or audio tape for self-evaluation.
- B. Informal Observation Description:
 1. Scheduled or unscheduled;
 2. Teacher may be provided oral or written feedback within five (5) school days of each informal visit;
 3. Written feedback shall not be placed in the personnel file without the teacher's knowledge. The teacher shall have an opportunity to submit a letter of dissent for permanent attachment.

C. Formal Evaluation/Observation Description:

1. A pre-conference will be scheduled to establish the goals of the observation(s). During the pre-conference, three acceptable potential dates and times for formal observations will be established.
2. Evaluations will consist of at least two (2) observations of thirty (30) minutes each.
3. Oral feedback or an appointment for the feedback will be made within five (5) school days.
4. A conference to provide a written evaluation, including an individualized development plan will be held or scheduled within ten (10) school days. The written evaluation will be signed by the teacher indicating that he has received a copy. All formal evaluations shall be placed in the teacher's personnel file.
5. If a teacher disagrees with the evaluation, the teacher shall have an opportunity to submit a letter of dissent for permanent attachment to the disputed evaluation. Letters of dissent shall be submitted to the evaluator within ten (10) work days of the signing of the evaluation.
6. A plan of assistance for a tenured teacher will not be effective until at least 30 calendar days after the conference described in item C-4 above. (Section 5).

Section 6. The discipline/discharge of individuals employed in extracurricular assignments must follow accepted due process procedures. In the event that the extra curricular position is subject to evaluation, that evaluation will be provided to the employee. Extra curricular employees are to be evaluated at regular intervals with a written copy of the evaluation provided to the employee. The employee will be offered the opportunity to respond to the evaluation if he so desires. The response will be maintained along with the original evaluation.

Should the employee disagree with the evaluation he may appeal the evaluation to the Superintendent of Schools. Said appeal to occur within ten calendar days following receipt of the written evaluation.

Section 7.

A. Mentor Teacher

1. A mentor teacher shall be defined as a master teacher as identified in section 1526 of the School Code and shall perform the duties of a master teacher as specified in the code.

2. A probationary teacher in his first three (3) years in the classroom shall be assigned a mentor teacher. The mentor teacher shall be available to provide professional support, instruction, and guidance.
3.
 - a) Participation as a mentor teacher shall be voluntary.
 - b) Efforts will be made to match mentor teachers and probationary teachers who work in the same building and the same area of certification but shall not be required.
 - c) To be considered as a mentor teacher, the tenured teacher must have satisfactory evaluations for the past five years.
4. Where possible, the mentor teacher and probationary teacher shall be assigned common preparation time.
5. Mentor Teachers will receive as compensation for the following services:

1st year probation	\$750	Minimum of 20, one hour meetings with probationary teacher.
2nd year probation	\$500	Minimum of 15, one hour meetings with probationary teacher.
3rd year probation	\$250	Minimum of 10, one hour meetings with probationary teacher.

Verification of such meetings will be provided upon request of the building administrator. Failure to satisfy the mentor responsibility shall result in no payment of the stipend.

ARTICLE VIII - TRANSFER AND ASSIGNMENT

Section 1. Any teacher desiring a transfer to a different class, building or bargaining unit position shall notify the Superintendent in writing, on a form provided by the Board (See Appendix B) no later than April 15. The teacher shall file one (1) copy with the Superintendent and one (1) copy with the S.E.A. This will be for consideration of future vacancies as well as existing vacancies, but the request made in one (1) year will not be held for future years. Teachers may also apply for a specific vacancy when it is posted.

- A. Bargaining unit vacancies will be announced in administrative bulletins during the school year and will be posted on the bulletin board outside the high school principal's office during the summer. The S.E.A. president will be sent a notice of vacancies. The above notices will be made at least one (1) week prior to the filling of the vacancies.
- B. Teachers will be notified of summer school openings. A teacher interested in teaching summer school will apply in writing to the appropriate administrator requesting consideration. Pay schedule for summer school teaching is as listed in Article XVI, Section 4C.
- C. A teaching vacancy shall be filled with the most senior certified and qualified teacher who has applied or has a current transfer request on file. Teachers under a plan of assistance may or may not, at the discretion of the administration, be considered for a vacancy. Probationary teachers may not apply for a vacancy without written authorization from the current building principals. A voluntary switch between teachers approved by the administration is not considered a vacancy. If no satisfactory current teacher has applied for the position then the Board shall have the option of filling the vacancy with an outside candidate.
- D. The association recognizes that when vacancies occur three weeks prior to the start of or during the school year, it may be difficult to fill them from within the district without disruption to the exiting instructional program. If the Superintendent so determines, such vacancies may be filled on a temporary basis until the end of the current school year at which time the position will be considered vacant. A teacher hired to fill such vacancies on a temporary basis shall not be considered a member of the bargaining unit, shall not acquire seniority, and shall not acquire any contractual right to continued employment.
- E. For purposes of this section, a vacancy shall be defined as a professional position within the bargaining unit that is not filled because it is newly created or because the teacher holding that position has permanently severed his employment within the bargaining unit by resignation, retirement, death, or permanent transfer.

Section 2. If the teaching assignment is to be changed by the administration, the teacher will be notified and the proposed change discussed with the teacher before a final decision is made. Whenever possible, notification of change will be given to the teacher by July 15.

New teachers joining staff will be given their proposed teaching assignment in writing as soon as possible.

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

ARTICLE IX - TEACHER CERTIFICATION

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

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

ARTICLE X - HEALTH EXAMINATIONS

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

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

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

ARTICLE XI - ABSENCES AND LEAVES

Section 1. Personal Illness and Critical Illness in Immediate Family

- A. Ten (10) days per year cumulative to ninety (90) days will be allowed for personal illness or sickness in the immediate family. Whenever possible, an attempt should be made to schedule surgery so that a faculty member will lose a minimum of time away from his responsibilities. In 1999-2000 and 2000-2001 one sick day may be used for a personal leave day subject to Section 2.
- B. A Family Medical Leave shall be granted for up to 12 weeks for employees who are eligible under the current law in event of a serious health condition of the employee, employee's spouse, parent, or child, the birth of a child or the placement of a child for adoption or foster care. The employee shall have the option of using accrued paid leave. Any sick leave taken by the employee shall be considered as part of the FMLA leave. Benefits and seniority will continue during the leave. Employees who resign following exhaustion of FMLA leave may be required to reimburse the employer for insurance contributions.

Section 2 Personal Leave

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

in which case a limit of two teachers on personal leave may be enforced by the administrator in charge.

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

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

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

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

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

Section 8. Association Days - At the beginning of each school year the S.E.A. shall be credited with eight (8) days to be used by teachers who are officers or agents of the S.E.A., such use to be at the discretion of the S.E.A. Additional days requested by the officers or agents of the S.E.A. up to ten (10), will be billed to the S.E.A. at the substitute rate plus FICA and retirement. If no substitute is required, the S.E.A. will not be billed. There may be a limit of one (1) teacher on association leave per administrative unit except when the number of teachers in an administrative unit exceeds 25, in which case a limit of two (2) teachers on association leave may be enforced by the administrator in charge.

Section 9. Professional Leave - After a faculty member has been on the staff for at least two (2) years he may apply to the Board of Education for a professional leave of absence.

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

Section 10. Leave for Health and Hardship

- A. Upon the recommendation of the superintendent, the Board of Education may permit tenured members of the professional staff to take a personal leave not in excess of one year in length for the alleviation of hardship involving themselves or their immediate families. This leave would be without compensation.
- B. A professional staff member taking such leave will be returned to the system without loss of present position on the salary schedule.
- C. An employee on a health or hardship leave must give written notice of his intention to return to the Superintendent of Schools, or his representative, by March 15 of the year the leave expires.

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

- A. The teacher shall give the Board notice of his desire to be granted a leave as soon as the teacher is aware of such need so the Board will have the maximum time to provide for the teacher's absence. The minimum notice time shall be at least 45 days prior to the requested leave date, except that a shorter notice may be permitted in an emergency.
- B. Leaves granted under this section shall not be for more than one (1) year. Extensions may be requested.

- C. The teacher, to the extent practicable, shall have the responsibility to coordinate the commencement and termination of any such child care leave with the professional responsibilities of the teacher and the teaching schedule in order to avoid undue disruption of the educational program and the staffing requirements of the Board.
- D. Each leave agreement shall include a requirement that the teacher notify the Board on or before a certain date that the teacher intends to return to active service (normally at the beginning of the semester). If a teacher fails to give such notice, the teacher shall be considered to have resigned.

Section 12. Sabbatical Leave

- A. Sabbatical leave may be granted to teachers subject to the approval of the Board of Education upon the recommendation of the superintendent, when in their considered judgment the professional competence of the staff member and the general welfare of the school district will be benefited. Sabbatical leave is granted to teachers to permit them to improve their ability to render educational service to the district. Such improvement is achieved by formal study in the teacher's area of instruction.
 - 1. The Board, after a teacher has been employed at least seven (7) consecutive years in the Sturgis system, may grant the teacher a sabbatical leave for professional improvement not to exceed to (2) semesters (1 year) provided that the teacher holds a continuing or permanent certificate.
 - 2. Teachers on a sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the Board of control of public school employees retirement funds.
 - 3. A teacher, upon return from a sabbatical leave, shall be restored to his teacher position, or to a position of like nature, seniority, status, and pay.
- B. In addition, sabbatical leave shall be governed by the following terms and conditions.
 - 1. No more than one (1) teacher may be granted leave during any fiscal year.
 - 2. The period of the leave shall not be less or more than one (1) year.
 - 3. A sabbatical leave once granted cannot be terminated before the date of expiration except as otherwise agreed upon by the Board of Education.
 - 4. As a condition to receiving final approval, the applicant shall sign and file with the Secretary of the Board of Education a written agreement stipulating that he will remain in the employ of the Sturgis Public Schools for a period of one (1) year after the expiration of said leave. This condition does not apply in cases wherein the person becomes incapacitated to work or in cases where the condition is waived by the Board of Education.

5. A teacher on approved sabbatical leave will continue to receive health/hospitalization insurance benefits as provided by the terms of the Agreement during the approved sabbatical period. The teacher will not be eligible for any other form of compensation from the Board. If the teacher fails to return upon completion of the sabbatical, he will be required to re-pay the Board the full cost of the insurance premiums.
6. The teacher returning from a sabbatical leave shall receive the same credit on the salary schedule as though he taught in the system that year. The teacher shall continue to accumulate seniority while on sabbatical.
7. Applications for sabbatical leave shall be filed with the Superintendent not later than February 15 for a leave commencing the first semester of the following year.
8. Applicants shall file with the application a detailed plan for the period of the leave. The Superintendent, for his recommendation to the Board, shall consider the date of application, the purpose of the leave, the seniority of service in the school district, the professional growth of the applicant, the potential benefit to the school district, and any other factors deemed important.
9. The Superintendent shall notify all applicants as to the final disposition of the request by March 31.

Section 13.

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

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

Section 15. Personal Leave - An employee may be granted a personal leave of up to twelve (12) calendar months without pay. An employee wishing a personal leave of absence shall apply in writing to the Superintendent stating the reason for the leave. The granting of such personal leaves is discretionary with the Superintendent and is not subject to the

grievance procedure. The Superintendent may extend personal leaves if the employee requests an extension in writing at least forty-five (45) days prior to the expiration of the original leave. For leaves terminating at the end of a school year, extension requests must be made by April 15.

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

ARTICLE XII - LAYOFF AND RECALL

Section 1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce educational programs and curriculum when it shall, in its own judgment, determine a necessity. In reducing staff to fill the remaining positions the following layoff sequence will prevail depending on the individual teacher's seniority certification and qualification.

- A. Non-tenured teachers will be laid off first where a tenured teacher is certified and qualified to fill the position.
- B. Tenured teachers that are certified and qualified for remaining positions will be laid off in inverse order of seniority.

Section 2. Definitions

- A. "Certified" or "Certification" shall be as defined by the State Board of Education.

"Qualified" shall mean the possession of a major or minor (as defined by the college or university or at least 18 semester hours or its equivalent) or teaching experience in the position to be filled in Sturgis Public Schools within the past five (5) years or North Central Accreditation Standards. It is understood that North Central Accreditation Standards shall be the minimum except for teaching experience as above defined. "Seniority" shall be on a district wide basis dating from the teacher's last date of hire. Seniority shall not be interrupted by leaves of absence, or layoff or transfer to a non-bargaining unit position, however, seniority shall not continue to accumulate while on leave, transfer or layoff unless otherwise specified in this contract. Date of hire shall commence from the individual's original contract date from the last date of hire.

- B. Seniority List

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

- C. In the event that seniority is equal, the best qualifications shall govern. In the event qualifications are equal, the administration shall have the discretion to fill the position.

Section 3. Notification of layoff shall be in writing, by certified mail or personal service at least ten (10) days prior to the effective date of layoff. Notice shall commence as of the date of post mark or from date of personal service if mail is not used.

Section 4. Recall will be by inverse order of seniority of teachers certified and qualified

to fill the open positions. Teachers recalled must submit a written notification of intent to return. Said notification to be submitted by certified mail to the Superintendent within ten (10) days of the return receipt date of the certified mail or date of personal service of the recall notice except in no case beyond fifteen (15) days of sending date. If a laid off teacher is not recalled within three (3) years from the effective date of layoff, his employment will automatically terminate.

Section 5. It shall be the laid-off teacher's responsibility to maintain his current mailing address and/or forwarding address with the employer; eligibility for recall shall be based upon the teacher's certificate on file at the time of recall notice. The teacher bears the burden of supplying the employer with the information contained in this Article in order to be eligible for recall.

Section 6. Notification as required in Sections 3,4 and 5 shall include notification to the President of the Sturgis Education Association as well as the individual teacher(s).

ARTICLE XIII - COMPLAINTS

Section 1. A teacher shall be entitled upon request to have a representative of the S.E.A. present during disciplinary action. The teacher shall be informed of his right prior to the disciplinary action. A valid complaint made against a teacher will be promptly called to the teacher's attention. In no case shall a complaint be made known to the teacher later than ten (10) working days after the receipt of the complaint unless the complaint is under investigation and disclosing the complaint to the teacher may jeopardize the investigation. If written complaints are admitted as evidence in dismissal cases, any rebuttals attached thereto shall also be admitted. No teacher may be reprimanded or discharged without just cause. At the employee's request, the consideration of his discipline or performance evaluation shall be conducted in a closed session pursuant to the provisions of the Open Meetings Act.

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

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

Section 4. No detrimental material may be placed in a teacher's file without his knowledge. Privileged information and college credentials will not be available to the teachers.

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

Section 6. Any complaint not called to the attention of the teacher shall not become part of the teacher's personnel file.

ARTICLE XIV - MEETINGS

Section 1. The administration reserves the right to call staff meetings which will as a general rule occur after school is dismissed. After school meetings will begin within twenty (20) minutes after students are dismissed. Except for emergency meetings, which may occur a maximum of once (1) per semester, no staff meeting shall be called unless a minimum of twenty-four (24) hours advance notice is given. Attendance at staff meetings is mandatory for both full and part time staff unless the teacher receives permission to be absent by the administration prior to the meeting. Part-time staff are included in all the provisions of this Article.

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

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

Section 4. The administration shall not call more than thirty-two (32) hours of meetings specified in section 1, 2, and 3 above per year excluding parent-teacher conferences as specified in Article VI, Section 7. Departmental and grade level meetings are voluntary unless specifically stated otherwise by the building principal. Mandatory departmental and grade level meetings require a twenty-four (24) hour advance notice. Meetings of department chairpersons are not within the thirty-two (32) hour limitation.

ARTICLE XV - CONTINUITY OF OPERATIONS

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

ARTICLE XVI Salary Schedule for 1998 - 1999
 2.80% increase based on 1997-1998 Step 0 column A.
Section 1. Professional Compensation.

Column A			Column B			Column C			Column D		
Bachelors			Bachelors & 18 Hours			Masters or B.S. & 40 approved Hours			Column C & 20 approved Hours or Natl' Teachers Cert.		
Index	Yrs. Exp.	A.	Index	Yrs. Exp.	B.	Index	Yrs. Exp.	c.	Index	Yrs. Exp.	D.
1.00	0	28089	1.05	0	29493	1.10	0	30898	1.15	0	32302
1.05	1	29493	1.10	1	30898	1.15	1	32302	1.20	1	33707
1.10	2	30898	1.15	2	32302	1.20	2	33707	1.25	2	35111
1.15	3	32302	1.20	3	33707	1.25	3	35111	1.30	3	36516
1.20	4	33707	1.25	4	35111	1.30	4	36516	1.35	4	37920
1.25	5	35111	1.30	5	36516	1.35	5	37920	1.40	5	39325
1.30	6	36516	1.35	6	37920	1.40	6	39325	1.45	6	40729
1.35	7	37920	1.40	7	39325	1.45	7	40729	1.50	7	42134
1.40	8	39325	1.45	8	40729	1.50	8	42134	1.55	8	43538
			1.50	9	42134	1.55	9	43538	1.60	9	44942
			1.55	10	43538	1.60	10	44942	1.65	10	46347
						1.65	11	46347	1.70	11	47751
						1.70	12	47751	1.75	12	49156
						1.75	13	49156	1.80	13	50560

Section 2. Longevity pay - after completion of service within Sturgis Public Schools.

15 - 19 yrs. = 1% of base	281	20 - 24 yrs. = 1.5% of base	421	25 + yrs. = 2.0% of base	562
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Section 3. Percentage schedule for extra duty.

Index	Yrs. Exp.	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	12%	13%	14%
28089	0	562	843	1124	1404	1685	1966	2247	2528	2809	3090	3371	3652	3932
29493	1	590	885	1180	1475	1770	2065	2359	2654	2949	3244	3539	3834	4129
30898	2	618	927	1236	1545	1854	2163	2472	2781	3090	3399	3708	4017	4326
32302	3	646	969	1292	1615	1938	2261	2584	2907	3230	3553	3876	4199	4522
33707	4	674	1011	1348	1685	2022	2359	2697	3034	3371	3708	4045	4382	4719
35111	5	702	1053	1404	1756	2107	2458	2809	3160	3511	3862	4213	4564	4916
36516	6	730	1095	1461	1826	2191	2556	2921	3286	3652	4017	4382	4747	5112
37920	7	758	1138	1517	1896	2275	2654	3034	3413	3792	4171	4550	4930	5309
39325	8	786	1180	1573	1966	2359	2753	3146	3539	3932	4326	4719	5112	5505

Section 4. Optional pay for extra day.

Contract = 184 teacher days. At District option 185th day paid at hourly rate.

ARTICLE XVI Salary Schedule for 1999 - 2000
 2.75% increase based on 1998-1999 Step 0 column A.

Section 1. Professional Compensation.

Column A			Column B			Column C			Column D		
Bachelors			Bachelors & 18 Hours			Masters or B.S. & 40 approved Hours			Column C & 20 approved Hours or Nat'l Teachers Cert.		
Index	Yrs. Exp.	A.	Index	Yrs. Exp.	B.	Index	Yrs. Exp.	c.	Index	Yrs. Exp.	D.
1.00	0	28861	1.05	0	30304	1.10	0	31747	1.15	0	33190
1.05	1	30304	1.10	1	31747	1.15	1	33190	1.20	1	34633
1.10	2	31747	1.15	2	33190	1.20	2	34633	1.25	2	36076
1.15	3	33190	1.20	3	34633	1.25	3	36076	1.30	3	37519
1.20	4	34633	1.25	4	36076	1.30	4	37519	1.35	4	38962
1.25	5	36076	1.30	5	37519	1.35	5	38962	1.40	5	40405
1.30	6	37519	1.35	6	38962	1.40	6	40405	1.45	6	41848
1.35	7	38962	1.40	7	40405	1.45	7	41848	1.50	7	43292
1.40	8	40405	1.45	8	41848	1.50	8	43292	1.55	8	44735
			1.50	9	43292	1.55	9	44735	1.60	9	46178
			1.55	10	44735	1.60	10	46178	1.65	10	47621
						1.65	11	47621	1.70	11	49064
						1.70	12	49064	1.75	12	50507
						1.75	13	50507	1.80	13	51950

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Section 2. Longevity pay - after completion of service within Sturgis Public Schools.

15 - 19 yrs.= 1% of base	289	20 - 24 yrs.= 1.5% of base	433	25 + yrs.= 2.0% of base	577
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Section 3. Percentage schedule for extra duty.

Yrs. Exp.	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	12%	13%	14%
28861 0	577	866	1154	1443	1732	2020	2309	2597	2886	3175	3463	3752	4041
30304 1	606	909	1212	1515	1818	2121	2424	2727	3030	3333	3636	3940	4243
31747 2	635	952	1270	1587	1905	2222	2540	2857	3175	3492	3810	4127	4445
33190 3	664	996	1328	1660	1991	2323	2655	2987	3319	3651	3983	4315	4647
34633 4	693	1039	1385	1732	2078	2424	2771	3117	3463	3810	4156	4502	4849
36076 5	722	1082	1443	1804	2165	2525	2886	3247	3608	3968	4329	4690	5051
37519 6	750	1126	1501	1876	2251	2626	3002	3377	3752	4127	4502	4878	5253
38962 7	779	1169	1558	1948	2338	2727	3117	3507	3896	4286	4675	5065	5455
40405 8	808	1212	1616	2020	2424	2828	3232	3636	4041	4445	4849	5253	5657

Section 4. Optional pay for extra day.

Contract = 185 teacher days. At District option 186th day paid at hourly rate.
One (1) additional personal day from sick leave.

ARTICLE XVI Salary Schedule for 2000 - 2001
 2.70% increase based on 1999-2000 Step 0 column A.

Section 1. Professional Compensation.

Column A			Column B			Column C			Column D		
Bachelors			Bachelors & 18 Hours			Masters or B.S. & 40 approved Hours			Column C & 20 approved Hours or Natl' Teachers Cert.		
Index	Yrs. Exp.	A.	Index	Yrs. Exp.	B.	Index	Yrs. Exp.	C.	Index	Yrs. Exp.	D.
1.00	0	29640	1.05	0	31122	1.10	0	32604	1.15	0	34086
1.05	1	31122	1.10	1	32604	1.15	1	34086	1.20	1	35568
1.10	2	32604	1.15	2	34086	1.20	2	35568	1.25	2	37050
1.15	3	34086	1.20	3	35568	1.25	3	37050	1.30	3	38532
1.20	4	35568	1.25	4	37050	1.30	4	38532	1.35	4	40014
1.25	5	37050	1.30	5	38532	1.35	5	40014	1.40	5	41496
1.30	6	38532	1.35	6	40014	1.40	6	41496	1.45	6	42978
1.35	7	40014	1.40	7	41496	1.45	7	42978	1.50	7	44460
1.40	8	41496	1.45	8	42978	1.50	8	44460	1.55	8	45942
			1.50	9	44460	1.55	9	45942	1.60	9	47424
			1.55	10	45942	1.60	10	47424	1.65	10	48906
						1.65	11	48906	1.70	11	50388
						1.70	12	50388	1.75	12	51870
						1.75	13	51870	1.80	13	53352

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Section 2. Longevity pay - after completion of service within Sturgis Public Schools.

15 - 19 yrs.= 1% of base	296	20 - 24 yrs.= 1.5% of base	445	25 + yrs.= 2.0% of base	593
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Section 3. Percentage schedule for extra duty.

Index	Yrs. Exp.	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	12%	13%	14%
29640	0	593	889	1186	1482	1778	2075	2371	2668	2964	3260	3557	3853	4150
31122	1	622	934	1245	1556	1867	2179	2490	2801	3112	3423	3735	4046	4357
32604	2	652	978	1304	1630	1956	2282	2608	2934	3260	3586	3912	4239	4565
34086	3	682	1023	1363	1704	2045	2386	2727	3068	3409	3749	4090	4431	4772
35568	4	711	1067	1423	1778	2134	2490	2845	3201	3557	3912	4268	4624	4980
37050	5	741	1112	1482	1853	2223	2594	2964	3335	3705	4076	4446	4817	5187
38532	6	771	1156	1541	1927	2312	2697	3083	3468	3853	4239	4624	5009	5394
40014	7	800	1200	1601	2001	2401	2801	3201	3601	4001	4402	4802	5202	5602
41496	8	830	1245	1660	2075	2490	2905	3320	3735	4150	4565	4980	5394	5809

Section 4. Optional pay for extra day(s).

Contract = 185 teacher days. At District option 186th and/or 187th day(s) paid at hourly rate.

ARTICLE XVII - PROFESSIONAL COMPENSATION

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

A. ATHLETICS
 High Schools

Varsity Baseball	10%
Jr. Varsity Baseball	6%
Varsity Basketball	14%
Jr. Varsity Basketball	9%
Freshman Basketball	8%
Cheerleaders	7%
Assistant Cheerleaders	5%
Cross Country	9%
Asst. Cross Country	6%
Varsity Football	14%
Varsity Football Asst.	9%
Jr. Varsity Football	9%
Freshman Football	8%
Faculty Manager-Fall	2%
Faculty Mgr./Spring-Winter	6%
Varsity Golf	7%
Asst. Golf	3%
Gymnastics	10%
Asst. Gymnastics	7%
Swimming	12%
Asst. Swimming	7%

Tennis	8%
Asst. Tennis	5%
Varsity Track - Head	10%
Asst. Track	6%
Trainer - Per Season	8%
Asst. Trainer - Per Season	4%
Varsity Volleyball	12%
Jr. Varsity Volleyball	6%
Freshman Volleyball	6%
Varsity Wrestling	12%
Jr. Varsity Wrestling	6%
Freshman Wrestling	4%
Softball	10%
Jr. Varsity Softball	6%
Varsity Soccer	9%
Jr. Varsity Soccer	6%

2. Middle School:

Basketball - 8th Grade	6%
Basketball - 7th Grade	6%
Cheerleader	4%
Faculty Manager	3%
Track - Head	5%
Track - Asst.	3%
Volleyball	5%
Wrestling	5%
I.M. Director - Noon Hour	6%
Tennis - Co-ed	5%

Cross Country	4%
B-Basketball	3%
B-Volleyball	2.5%

B. OTHER

Driver Education Coord.	3%
Outdoor Coordinator	3%
Outdoor Ed. Teacher	1.5% ^A
Forensics	4%
M.S. Activities Director	4%
Jr/Sr Play Director	8%
Asst. Jr/Sr Play Director	5%
High School Debate	5%
Year Book - Bus. Dir.	6%
*H.S. Student Activities Dir.	11%
Radio	8%
Pep Club	3%
National Honor Society	2%
North Central Chairperson	5%
Trojan Vision	3%

C. MUSIC

H.S. Band Director	12%
H.S. Orchestra Director	8%
Secondary Vocal	12%
District Coord. of Music	2%
M.S. Band Director	4%

M.S. Orchestra Director	4%
M.S. Vocal	4%
Asst. H.S. Marching Band Director	2%
Director of Musical	8%
Dir. of Orch. for Musical	3%
Dir. of Drama - Musical	3% ^B
Choreography - Musical	2%
Eastwood Singers	2%

^A For required curriculum.

^B If needed outside music department.

*A committee composed of Superintendent, Association President, High School Principal and High School Activities Coordinator to meet and discuss the job description of the Student Activities Coordinator. Pay remains at 11% but duties will be divided according to the Committee's recommendation.

D. DEPARTMENT HEADS

High School	4%
Middle School	4%
Elementary	4%

Section 4. Flat Rates

- A. Junior Class Sponsor
- 1) \$650 each for two or \$1,300 for one (events in excess of regularly scheduled football and basketball games and any two track meets will be worked out with Athletic Director).
 - 2) \$450 for one prom director.

- B. Summer school and all other hourly rates including counselor and reading consultant extra hours.

1. Hourly rate for classroom instruction	\$17.00	1998-99
	\$17.50	1999-00
	\$18.00	2000-01

- C. Travel: IRS Rate

Section 5. Miscellaneous Salary Information

- A. Extra Teaching Period - The extra period will be phased out and used only on an emergency basis.
- B. When it is necessary to assign teachers for an extra period:
1. The teacher will be asked if he would take the extra period-it will be voluntary.
 2. The pay will be 1/5 (1/10 per semester) of the salary of the column the teacher is on except classes covered in No. 4.
 3. A teacher working the extra period will have a conference period before the regular school hours, after the regular school hours, or fractional combination thereof.
 4. For full-time vocational classes (2 ea. 3-hour or 3 ea. 2-hour blocks of time) the pay will be \$2,000.
 - * Same students would be in the extra period.
 - * There would be no additional planning or teaching preparation as it is an extension of an existing class into a two or three hour block of time.
- C. Teachers receiving extra pay are expected to perform their share of regular curricular and extra curricular duties the same as all other faculty members. Teachers having responsibility for outside classroom duties shall receive extra pay for these responsibilities as per schedule. The regular teaching salary schedule covers compensation for classroom duties and responsibilities.

Extra Duty Pay - Teachers who voluntarily work in the following activities:

1. Athletic events
 2. Dramatic and musical events.
 3. Commencement and Baccalaureate shall be paid at the rate of \$13.00 per event. Selection of teachers will be based on previous experience and ability to do the work.
- D. Vocational-Industrial Arts Department - Pay for Maintenance of Equipment.
1. Shop equipment must be properly maintained and readied for class instruction as part of normal duties.
 2. It is expected that teachers in these departments will need to spend a reasonable amount of time preparing their shops for the beginning of school, the closing of school, special instructional projects and maintenance of equipment.
 3. When major maintenance projects require extra time by a shop teacher, he will submit a requisition to the department head for the extra time.
 4. The department head will meet with the Assistant Superintendent who will

either approve or deny the request. If the Assistant Superintendent approves the request, he will set a maximum amount of time to be paid.

5. The rate shall be the hourly rate for instruction established in Section 4 of this Article.

E. Teachers who substitute on an hourly basis can be reimbursed two ways:

1. At the hourly rate as provided in Section 4 of this Article.
2. Accumulate five (5) hours of substitute time and earn one (1) personal business day off.
 - a. Only two (2) teachers out at a time per day using this accumulated leave.
 - b. Used on a first come, first served basis (no seniority). Administrators have prerogative of assignment.
 - c. If not used by November 30 of the following school year (may not be used in August or September), teachers will be paid in December at the prior year's hourly rate (year earned) as provided in Section 4 of this Article.
 - d. No more than two (2) additional days off per year may be earned in this fashion.
 - e. Comp time leave must be taken in units of half days or full days.
 - f. In addition to the above, the rules governing personal leave shall apply.

Section 6. Life and Hospitalization Insurance Subsidy.

- A. Insurance - Upon receipt of a properly executed application and election forms and subject to the at-work provision of the carrier, each employee covered by the terms of this Agreement shall be eligible for the following insurance:

MESSA PAK Plan A - for all teachers electing health insurance:

- MESSA Super Care IXVA2 (without abortion coverage)
 - \$50/100 deductible
 - \$2 Rx co-pay
- MESSA Delta Dental Plan C (50/50 \$1000 max.)
- MESSA VSP-2 Vision Coverage
- MESSA Long Term Disability
- \$10,000 MESSA Negotiated Life Insurance with ADD&D

MESSA PAK Plan B - for all teachers not electing health insurance:

- MESSA Delta Dental Plan C (50/50 \$1000 max.)
- MESSA VSP-2 Vision Coverage
- MESSA Long Term Disability

■ \$10,000 MESSA Negotiated Life Insurance with ADD&D

- B. MESSA PAK Plan B Subsidy - Certified personnel not electing health insurance paid by the Board, but covered under a health insurance plan, will receive \$100.00 per month which may be applied toward any MESSA or MEA/FSA non-taxable options, any approved tax deferred annuity, or any other approved options that may be established by the Board as authorized by the Employer's Section 125 Plan.
- C. Employees are required to notify the payroll office, in writing, of any changes in eligibility for coverage on the part of any person covered by the employee's application. An overpayment resulting by the failure to notify the payroll office shall be the responsibility of the employee.
- D. No duplicate **health** coverage within the system.

Section 7. Approved Hours

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

Section 8. Transfer from Column to Column

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

Section 9. Salary Checks

- A. Pay periods will be every two weeks. Each faculty member may select one of the following two pay options at the beginning of the school year.
 - 1. 26 or 27 pay periods and/or lump sum payment of last six on the 21st pay

period.

2. 21 pay periods.
- B. A two weeks' check will be issued at the end of the first week of school.
 - C. No pay can be advanced to any employee prior to the scheduled pay period.
 - D. Teachers electing 26 or 27 pays without the lump sum payment, and who provide written notice to the payroll office by May 15 of that year along with their summer address, shall be sent their checks by U.S. mail.

Section 10. Tax Deferred Annuities

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

Section 11. Other Deductions - Made After Authorization

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

ARTICLE XVIII - DEPARTMENTAL ORGANIZATION

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

- A. The department heads will:
 - 1. Collect and assemble curriculum material for sequential development of course work from one year to the next year.
 - 2. Help determine material and course work to avoid duplication and overlapping of subject matter.
 - 3. Work with administration in planning and holding teacher meetings within each department when needed. It will be the direct responsibility of the administration to see that the above is carried out.
- B. This appointment is for one year and there is no requirement to reappoint the same person as department head. The Board retains the right to evaluate and change the department head program each year.
- C. Department heads will not be required to evaluate, discipline, or remediate other teachers.

ARTICLE XIX - MISCELLANEOUS

Section 1. Teachers teaching during the summer and under contract, will be eligible for a continuation of their sick leave from the preceding school year.

Section 2. Regularly employed part time teacher:

- A. If teaching one-half (1/2) time or more, teachers are eligible for all benefits on a pro-rated basis. Grades K-5 to be based on clock hours of the school day. Grades 6-12 to be based on a five period teaching day.
- B. Be given a contract at the regular teaching schedule but pro-rated accordingly.
- C. Abide by all existing rules, regulations, and policies the same as full time teachers.

Section 3. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by "Act of God." When the schools are closed to students due to the above conditions teachers shall not be required to report for duty.

Section 4. Snow days will be made up in accordance with current Michigan Law in the following manner:

- A. Order of Make-up:

1st Snow Day	No Make-up
2nd Snow Day	No Make-up
3rd Snow Day	Mid-Winter Break, Second Day
4th Snow Day	Mid-Winter Break, First Day
- B. Neither the winter holiday, spring break, nor school improvement days will be used for scheduling make-up days.
- C. In the event there are more snow days than make-up days available in any one year, representatives of the S.E.A. will be consulted prior to scheduling the make-up days.

A five (5) school day lead time factor will be used. In other words, if a snow day occurs within five (5) school days of a scheduled break or staff day, the make-up days will be scheduled at a later date.

Dismissals due to weather once a school day has started count as an attendance day and will not be subject to make-up unless we fall short of the state instruction time for the year, minus two (2) days forgiveness built into the current law.

If the current law changes, the necessary adjustments in the calendar will be discussed with the S.E.A. within sixty (60) days of the passage of the law.

Section 5. Calendar:

The school calendar will be based on the following criteria:

- A. The teachers' calendar shall not include more than 184 days of work per year for 1998-99; 185 days in 1999-2000; and 185 days in 2000-2001. The Board in its sole discretion may add one additional day in 1998-99, 1999-00, and two additional days in 2000-01, to be paid at the hourly rate.
- B. The calendar for the next school year shall be discussed thoroughly by the administration with duly authorized association members appointed by the local unit president prior to submitting the calendar for Board adoptions.
- C. Changes to the calendar made after its adoption by the Board of Education shall be discussed with members appointed by the Association.
- D. Winter recess will be for a duration of two (2) weeks.
- E. Mid-winter break will be the Monday and Tuesday of the third full week in February.
- F. If Good Friday falls on the last Friday of March, spring break will be the following full week. Otherwise, spring break will be the first full week in April. Good Friday, when not falling within spring break, will be "no school" for students.
- G. The three (3) teacher work days shall be scheduled as follows:
 - First day of school year
 - Last day of 2nd semester
 - One day at Board option
- H. The first student day of each school year will be half-day (1/2) for students.

ARTICLE XX - IMPLEMENTATION OF THE AGREEMENT

Section 1.

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

ARTICLE XXI - FINAL PROVISIONS

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

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

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

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

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

Section 6. Copies of this Agreement shall be printed by the Board and presented to all teachers at the opening of school or within thirty (30) days of the signing of this Agreement, whichever is later. The Board shall furnish thirty (30) copies of the Agreement to the S.E.A. for its use. The cost of typing the Agreement shall be borne by the S.C.M.E.A. and the cost of reproducing the Agreement shall be borne by the Board of Education.

ARTICLE XXII – DURATION AND TERMINATION

Section 1. This Agreement shall become effective August 25, 1998 and shall remain in full force and effect until August 17, 2001. This Agreement shall not be extended orally and it is expressly understood that it should expire on the date indicated.

Julie A. Cole
Mary M. Haylett
Mary Beth Breueman
Sturgis Education Association

Susan Burt
South Central MI. Education Association

~~James Henderson~~
James G. Gillin, Jr.
John D.
Sturgis Board of Education

Robert M. Olson
Sturgis Public Schools, Superintendent

Dated January 18, 1999

THE HISTORY OF THE UNITED STATES

The history of the United States is a complex and multifaceted story that spans centuries. It begins with the early Native American civilizations, such as the Mayans, Aztecs, and Incas, who built sophisticated societies in the Americas. The arrival of European explorers in the late 15th and early 16th centuries marked the beginning of a new era of discovery and colonization. The United States was founded in 1776, and its history is characterized by a series of events, including the American Revolution, the Civil War, and the rise of the industrial revolution. The country has grown from a small, sparsely populated nation to a global superpower, and its history continues to shape the world today.

The early years of the United States were marked by a period of westward expansion and the search for new lands. The Louisiana Purchase of 1803 and the Texas Annexation of 1845 were major events that shaped the country's geography. The Civil War (1861-1865) was a pivotal moment in American history, as it led to the abolition of slavery and the establishment of a more unified nation. The industrial revolution brought about significant changes in the way people lived and worked, and it led to the growth of large cities and the rise of a new middle class. The United States emerged as a global power in the late 19th and early 20th centuries, and its influence was felt around the world.

The 20th century was a period of great change and challenge for the United States. The Great Depression of the 1930s led to the New Deal, a series of programs and policies that helped to bring the country back to economic stability. World War II (1941-1945) was a defining moment in American history, as the United States emerged as a global superpower. The Cold War (1947-1991) was a period of tension and competition between the United States and the Soviet Union, and it led to the development of nuclear weapons and the space race. The 1960s and 1970s were a time of social and cultural change, and the United States played a leading role in the Vietnam War. Today, the United States remains a global superpower, and its history continues to shape the world.



