## Master Agreement

between

**Schoolcraft Community Schools** 

and the

Kalamazoo County Education Association

representing the

**Schoolcraft Education Association** 

2023-2025

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#### COLLECTIVE BARGAINING AGREEMENT

This Agreement entered into as of this 22nd day of August, 2023, by and between the BOARD OF EDUCATION of the SCHOOLCRAFT COMMUNITY SCHOOLS, the BOARD or (Employer) and the KALAMAZOO COUNTY EDUCATION ASSOCIATION, (the KCEA), representing the bargaining unit called the SCHOOLCRAFT EDUCATION ASSOCIATION, (the ASSOCIATION).

#### ARTICLE 1

#### PURPOSE AND RECOGNITION

**1.1 Purpose**. The Board and the Association recognize and declare that providing a quality education for the children of Schoolcraft is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service.

The members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards. The general purpose of this Agreement is to promote a professional, orderly, and positive relationship between the Employer and the Association.

**1.2 Recognition**. The parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize. In consideration of the following mutual covenants, it is agreed as follows:

The KCEA has been certified by the Michigan Employment Relations Commission as the collective bargaining representative for the bargaining unit called the Association described as follows:

All permanent professional employees who are required by law to be certified and who are regularly employed in grades K-12 excluding temporary employees, supervisory personnel, and all other employees.

The KCEA has designated the Association as its representative for the purpose of contract administration.

#### **ARTICLE 2**

#### PROFESSIONAL SCHEDULE

- **2.1 Work Year**. One hundred eighty nine (189) teacher work days
  - A. A Winter Break
  - B. A Spring Break.
  - C. Mid-Winter Break. Mid-Winter Break will consist of 1-2 days off on a Friday and/or Monday in mid-winter as determined by the Calendar Committee.
  - D. Not more than two (2) days of orientation for teachers new to the district and not more than five (5) days of professional development for new and returning teachers with one day of professional development being obtained by the teacher with prior administrative approval of the topic "on their own."

- E. A full day of records will be provided at the end of each semester. Report cards will be sent home via email/mail to respective families at the conclusion of the full record day. (Postage and envelopes will be provided.)
- F. A student year of at least the minimal days for full State Aid will be required.
- G. Compensation for two (2) evening conferences shall be recognized as one (1) work day when counting calendar work days.
- H. Any whole or partial day of student attendance shall be recognized as one (1) student day when counting calendar student days.

The calculation of student days and student half days shall be determined by applicable laws and regulations.

- **2.2 Calendar**. The calendar will be adopted by mutual consent of the parties and if agreement cannot be reached by July 1, then the Board may announce the opening of school. It being understood that the same number of days overall in each category will be continuous each year. Changes to the published calendar, once the school year begins, will be agreed upon by the Association, Administration, and School Board.
- **2.3** Work Weeks. The Board recognizes the principle of the standard five-day work week. The Administration will set work schedules and make professional assignments, which can be completed with such standard work weeks.
- **2.4 Workday**. The teacher's normal teaching hours in the secondary, middle, and elementary schools shall be as follows:
  - A. Teachers who have assignments in two buildings will be provided travel time, setup time, and cleaning up time prior to and after classes.
  - B. Whole days are defined as a 7 hour school day for students.
  - C. Half days are defined as a 3.5 hour school day for students.

Working Hours for Specific Buildings are as follows:

#### **PK-6**

- 7:30 Doors Open, students allowed in cafeteria and gymnasium
- 7:45 Arrival Time for Teaching Staff
- 7:50 Academic Wings Open Teaching Staff at Teaching Stations Welcoming Students
- 8:00 Instruction Begins
- 3:00 Students Dismissed
- 3:15 Teacher Day Ends

#### 7-12

- 7:30 Doors Open, students allowed in cafeteria
- 7:45 Arrival Time for Teaching Staff
- 7:50 Academic Wings Open Teaching Staff at Teaching Stations
- 7:55 Instruction Begins
- 2:55 Students Dismissed
- 3:15 Teacher Day Ends

- **2.5** Lunch Period. All teachers shall be entitled to a duty-free, uninterrupted lunch period as follows:
  - A. High/Middle School (7-12) minimum of thirty (30) minutes each day.
  - B. Elementary School (K-6) minimum of forty (40) minutes each day.
- **2.6 Planning Time.** All teaching staff will be given 300 minutes of planning time per week. PK-6 teachers will use no more than 10 minutes of their lunch period for planning each day. PK-6 teachers will also be given common grade level planning time.

It is also understood there may be times where planning time includes a meeting regarding an observation or evaluation, student study team meetings, data review, IEP team meetings, or other commitments related to their teaching responsibilities. Administration will make every effort to limit the number of meetings during planning time to one meeting per week.

On half days, teaching staff will be given planning time equal to half of their regularly scheduled planning time. For example, a 50 min planning period will become 25 minutes on a half day.

- **2.7** Class Size Guidelines. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed at ensuring that the energy of the teacher is appropriately utilized.
  - A. As the student-teacher ratio is an important aspect of an effective educational program, the parties agree that the class size, when ideally achieved, will be kept within the following guidelines:

ELEMENTARY (PreK-6)	limit (threshold)
Young 5's	18 students (21)
K-2	23 students (26)
3-6	25 students (28)

#### **SECONDARY**

7-12 29 students (no threshold)

#### **SYSTEMWIDE**

General Music 40 students
Band Unlimited
Vocal Music Unlimited
Art 28 students
Physical Education 40 students
STEM 28 students

B. When a class section exceeds the threshold number by one (1), the Administration and Association will meet to problem solve. Solutions to be discussed will include adding another grade level teacher and classroom in K-6, or increasing overage compensation.

These limits may be exceeded by one (1) or more under the following plan of compensation:

- a. A payment of \$60 per nine (9) week grading period will be paid to a secondary teacher for each student over the limit in which the student is enrolled at least two-thirds (2/3) of the days scheduled in that grading period. In the event both the per day and per class limits are exceeded, payments will be made on the maximum dollar amount the teacher is entitled to as mutually determined by the supervising Principal and the member.
- b. Teachers and Principals may agree to adding an additional section in place of a teacher's planning time. Salary will be adjusted based on FTE(full time equivalent) increase. (For example, teacher will increase from 1.0 FTE to 1.2 FTE with an additional section.)
- c. All K-12 specialist teachers will be paid this rate prorated per hour of student contact.
- d. A payment of \$260 per pupil per quarterly grading period, or prorated per hour of student contact time, will be paid to those elementary teachers with non-split level classes, for each student over the limit in which the student is enrolled for at least two-thirds (2/3) of the days scheduled in that grading period.
- e. Written applications for payments under this provision are to be submitted by the member to the supervising Principal within 15 work days of the end of the marking period and shall state the basis for the compensation requested.
- **2.8 Workload Review**. A study committee consisting of two (2) Employer representatives and two (2) Association representatives (selected by the Association) shall be established for each building. If a teacher feels that he or she has an intolerable teaching situation involving an inflated class size, the teacher will refer the problem to the study committee. The committee will conduct a study within ten (10) school days of said referral and present their recommendations to the Superintendent. The Employer may without prejudice to its rights provisionally adjust a teacher's workload pending a decision.
- **2.9 Materials**. The Board agrees to furnish appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard test and questionnaires, consistent with District goals and objectives.

Additionally, prior to the beginning of the school year, each building will have a clear plan of stocking and distributing school supplies, including grade level specific items. The District is committed to ensuring all appropriate supplies are on hand for the balance of the school year. This plan will also include a good faith effort to take advantage of single orders while ensuring responsible use of budgeted resources.

In addition to specific building budgets, there are also a number of resources available for additional classroom and building supplies, including the Parent/Teacher Organization (PTO) or crowdfunding websites. Teachers will be given the opportunity to apply for PTO grants per PTO policy and procedures and in cooperation with building administration, and must follow district policy in regards to crowdfunding/sourcing opportunities. (SCS BOE Policy 6605/9211)

Prior to changing a textbook, or selecting a new textbook, the teachers affected and/or a committee of such teachers will be given the opportunity to meet and consult with the building Principal regarding the proposed change or selection.

- **2.10 Supply Orders**. After a teacher's supply order is approved by the Principal and Superintendent, it will not be changed or rejected without an attempt to notify and consult with the teacher.
- **2.11 Work Room**. The Board shall provide a teacher work room in each building, which will be equipped with the necessary copy machines. Teachers shall have access to the work room during and after school hours and on weekends.
- **2.12 Telephones**. The Board shall provide, in each building, access to a telephone from which teachers are provided the privacy to make confidential calls. Teachers who will need a personal communication device for behavior plans or other student issues will be given a radio to alert administration of classroom or building issues
- **2.13 Parent-Teacher Conferences**. A conference schedule will be established that consists of:
  - One conference week per semester
  - Total conferencing will be equal to one 6 hour day. For Kindergarten through 6th Grade, there
    will be an additional half day for conferences. This will be determined by calendar each year.
    Students in grades K-6th will be dismissed and teachers will complete Parent-Teacher
    conferences.
  - In person and virtual conference schedule will be agreed upon by the Association and Administration in their building
  - All teachers must be present, in their respective buildings, on a common night during the conference week
  - There will be an administrator present in the building during conferences.
- **2.14 Assessments** Teachers who are required to administer 1:1 assessments will be granted release time to do so.
- **2.15** Inclement Weather. Teachers will not be required to work on inclement weather days unless student days need to be added to the original calendar. The Association and Administration will communicate a contingency plan in the event of a need to extend the school year. There will not be additional compensation given if additional days are required by the State of Michigan. The district will submit a request for additional forgiven time to the Michigan Department of Education and the State Superintendent if the allotted number of days of forgiven time allowed by the state is exceeded.
- **2.16 Meetings.** Administration reserves the right to call meetings under the following conditions:
  - A. Staff meetings Can be called to disseminate information or work as a whole staff on school improvement initiatives. As a general rule staff meetings will occur before or after school for no longer than an hour and fifteen minutes. After school meetings will begin within twenty (20) minutes after students are dismissed. Before school meetings will begin no earlier than 7 a.m. Except for emergency meetings which fall under the purview of crisis management, no staff meeting shall be called unless a minimum of forty-eight (48) hours advance notice is given. Attendance at staff meetings is mandatory for both full and part-time staff unless the teacher receives permission to be absent by the Administration prior to the meeting. Part-time staff is included in all the provisions of this Article.
  - B. Professional Development Meetings- To facilitate complete curriculum development, teachers will attend professional development workshops. The Administration will have the

responsibility for arranging and conducting these meetings along with a sub-committee for professional development to be established by the district's curriculum coordinating committee. The Association will be involved in the professional development plan creation in the beginning of the year, prior to information being sent to staff. Teachers will not exceed the 30 hours of DPPD unless agreed upon by the Association.

- C. The Administration may require teachers to attend other meetings and conferences scheduled outside the normal work day.
- D. Committee meetings and delayed starts will not be scheduled during the week that conferences are held.
- E. Teachers shall be granted a PLC half-day every six weeks.
- **2.17** The administration shall not call more than thirty-six (36) hours of meetings specified in section 2.16 per year excluding parent-teacher conferences. Departmental and grade level meetings are voluntary unless specifically stated otherwise by the building principal. Mandatory departmental and grade level meetings require a forty-eight (48) hour advance notice. Meetings of department chairpersons are not within the thirty-six (36) hour limitation.

#### **ARTICLE 3**

#### PROFESSIONAL ASSIGNMENTS

#### Assignments, Vacancies, Promotions, Transfers, Layoff and Recall

- **3.1** Assignment Change. Teachers who will be affected by a change in grade or subject assignment in the elementary, middle or high school must be consulted and notified by their Principal or Superintendent as soon as possible
- **3.2 Transfer**. A transfer shall be defined as an entirely new teaching assignment, building, or position. Requests by a teacher for transfer to a different class, building, or position shall be made in writing. A copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- **3.3** Assignment Disputes. The Administration will make a good faith effort to provide reasonable assurance of teaching assignments by July 1 of every year. However, the Association understands extenuating circumstances may occur and in the event of a change in teaching assignment will work with administration and the member(s) to problem solve and communicate a solution.
- **3.4 Mentor Teachers**. The parties agree to cooperation in the implementation of Section 1526 of the School Code (Mentor Teachers) through the school improvement process, using the following guidelines:
  - A. Purpose of the mentor assignment is to provide the probationary teacher with the assistance, resources and information in a collegial fashion. Evaluation of the probationary teacher shall remain the sole responsibility of the Administrator.

- B. The mentor teacher(s) will, preferably, be a tenured teacher(s) in the District that work in the same building and possess the same area of certification. The mentor will not be an Administrator nor Dean
- C. Mentor assignments will be assigned and approved by the building Principal. Participation as a mentor teacher will be voluntary.
- D. The mentor assignment shall be for one (1) year, subject to review. The appointment may be renewed in succeeding years.
- E. Upon request, the Administrator shall make available reasonable release time so the mentor teacher may work with the probationary teacher in his/her classroom during the regular workday. Whenever possible, the mentor and probationary teacher shall be assigned a common preparation time.
- F. Mentor teachers will be assigned to each probationary teacher as follows:
  - 1. New Teacher to the Profession
    - a. 3 years with mentor
      - i. First two (2) years paid per Schedule B rate
      - ii. 3<sup>rd</sup> year no compensation
  - 2. Experienced Teacher Non-tenured with previous experience
    - a. Two (2) years with mentor
      - i. First year paid per Schedule B rate
      - ii. Second year unpaid
  - 3. Experienced Teacher Tenured in previous school district
    - a. One (1) year with mentor
      - i. Paid 50% Schedule B rate
- **3.5 Seniority.** Bargaining unit employees who become administrators in the District shall retain all seniority earned during time of service in the bargaining unit. Upon return to the bargaining unit, the date of hire will be adjusted to deduct time spent as an administrator. In the event a bargaining unit employee becomes an administrator and returns to the bargaining unit within one (1) year, no seniority deduction will be made.
- **3.6** Association Cooperation. The Association agrees to encourage teachers to notify the Employer at the earliest practical time if they do not intend to renew their contract and further agrees to furnish the Employer information as it becomes available concerning the probability of future vacancies.
- **3.7 Retraining**. It is the desire of both parties to continue to staff the schools with the present faculty. Therefore, the parties agree that every reasonable effort will be made to assure the required retraining of teachers whenever assignment changes are necessary.
- **3.8** Inclusion of Students with Disabilities. The parties recognize the extent to which a student with a disability can be included in regular education programs and services and whether such inclusion can be achieved satisfactorily, will depend in large part upon the training and other support provided the regular education personnel responsible for instructing the student.

Accordingly, the Employer will provide support for regular education personnel. Such support may be in the form of supplementary teaching materials, support personnel, in-service training, or other support suggested by the student's IEP.

#### **ARTICLE 4**

#### PROFESSIONAL STANDARDS

- **4.1 Standards**. The success of the educational program depends on all professional employees acknowledging and meeting their responsibilities toward the achievement of the educational goals. The parties acknowledge the difficulty of completely and precisely defining the professional responsibilities of the entire professional staff. The Association and the Employer will work cooperatively to develop mutually-acceptable professional standards.
- **4.2 Liaison Officer**. The Association shall appoint, with the consent of the Superintendent, a liaison officer whose duties shall be to maintain a consistent, open and positive relationship with the Superintendent for the purpose of resolving routine matters between the parties and to maintain a positive relationship between the District and the Association.
- **4.3 Ethics Panel** An ethics and professional relations panel consisting of not more than three (3) members of the Board and not more than three (3) members of the Association may be convened to hear concerns, as related to the NEA Teacher "Code of Ethics" and concerns one teacher may have about another's professional conduct. The Association President and the Superintendent may be present as non-voting observers.

The panel shall appoint co-moderators, one (1) from the Association and one (1) from the Board. The panel is authorized to make non-binding recommendations to resolve appropriate concerns. This arrangement does not preclude assumption of any management rights.

- **4.4 Teacher Resignations**. Given the challenging nature of the employment market, the Association recognizes the need for appropriate notice given when a teaching staff member resigns from their teaching position. Every effort will be made to give at least sixty (60) days notice prior to the beginning of the school year of their resignation. The district reserves the right to withhold a teaching certificate in the event they are unable to find a suitable replacement.
- **4.5 School Discipline and Management.** In collaboration with building staff and administrative leadership, the school will create and implement a common behavior management system aligned to the BOE approved student handbook at each grade level. This system will be clearly communicated to students, staff, and parents. Staff and administration agree to adhere to this behavior management system and no changes will be made to the system without agreement between staff and administration. If changes are made, these changes will be clearly communicated to all stakeholders.

#### 4.6 Academic Freedom

### A. Rights

The parties agree that free discussion of historic, scientific, and/or contemporary issues, with free access to all relevant information, is the heart of the democratic process; therefore, the following rights of bargaining unit employees in working with students are accepted.

- 1. The right to study any of the above issues which have political, economic, scientific, or social significance.
- 2. The right to free access of all relevant information.

3. The right to study and discuss appropriate academic and educational issues, even though they may be controversial or unpopular, provided the context and presentation is professional and relevant.

#### B. Responsibilities

The employee has the responsibility of treating subject matter and the issues thereto in an objective and scholarly manner.

- 1. The employee approaches historic, scientific, and/or contemporary issues in the classroom in an impartial and unprejudiced manner.
- 2. The employee refrains from using their position and prestige to promote a partisan point of view.

#### **ARTICLE 5**

#### TEACHER RIGHTS AND RESPONSIBILITIES

**5.1 Association Support**. Pursuant to the Public Employment Relations Act, MCL, 423.201 et. Seq., the Board hereby that every certified teacher has the right to join and support the Association for the purpose of engaging in concerted activities such as: negotiations, mutual aid, and professional development.

#### 5.2 Damages and Claims.

- A. The Board will provide legal counsel to advise the teacher of his or her rights and obligations with respect to any assault occurring during the performance of school related duties and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- B. If any teacher is complained against or sued for reasonable or proper disciplinary action taken by the teacher against the student, the Board will provide counsel and render all necessary assistance to the teacher in his/her defense when requested in writing by the teacher. If the final decision issues by a court or administrative agency indicates the teacher's liability for this action, all costs of assistance rendered pursuant to this paragraph and not covered by the District's insurance carriers shall be reimbursed by the teacher.
- C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- D. The Board will reimburse teachers for any reasonable loss, damage, or destruction of clothing or personal property of the teacher while in the direct performance of his/her professional duty in the school or on the school premises.
- E. Complaints: Any complaint or concern directed toward a teacher that is of such significance that it may be placed in the teacher's file shall be investigated by an Administrator, and if so warranted will be documented and placed in the teacher's file. The teacher shall have the right to place a letter of rebuttal in his/her permanent record.

- **5.3 Personnel Files**. The Employer shall cause a personnel file to be established and maintained for each teacher in accordance with the following guidelines, namely:
  - A. An employee shall have the right to review the contents of his/her personnel file during regular business hours upon prior request. A representative of the Association may accompany the employee at the request of the employee. The file shall be reviewed in the presence of a representative of the Employer. Any placement references received by the Employer with the understanding that such references would remain confidential shall not be subject to review.
  - B. After the date of employment, a teacher shall be given notice of the Employer's intention to insert any materials in his/her personnel file which may reflect unfavorably on the character of the teacher's professional services.
  - C. A teacher may request in writing that material which the teacher claims to be erroneous be removed from his/her file. The request shall set forth the factual basis for such claim. If the Employer fails to remove the objectionable material within twenty (20) calendar days from receipt of such request, the teacher shall have the right to insert in his/her file a written statement, or other relevant material, concerning the material to which an objection has been made. The objectionable material shall be appropriately marked to show the existence of the teacher's filing, and the material to which an objection has been made shall be attached to and released only with the material filed by the teacher.

#### 5.4 Medical Examinations.

- A. The Employer may suggest that a teacher receive a physical and/or mental examination upon initial employment and for reasonable cause may also suggest that a teacher receive a physical and/or mental examination:
  - 1. To determine the existence of any condition which might impair the ability of the teacher to safely and properly discharge the teacher's professional duties.
  - 2. To determine the existence of any condition which might be detrimental to the health of the students or other persons.

The Employer's reasons for suggesting an examination shall be given the teacher in writing and shall be subject to this Agreement's Enforcement Procedures. If the Employer shall suggest a medical examination, it shall pay the cost thereof provided that the examining physician and/or medical facilities are satisfactory to both Employer and employee.

- B. The Employer shall either furnish facilities for TB tests or reimburse each teacher for such tests as may be required by law.
- **5.5 Teachers Facilities**. The Board shall make available in each school, adequate restroom and lavatory facilities exclusively for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge. The teacher's lounge and lavatory facilities will receive daily maintenance. General housekeeping is the teacher's responsibility.

- **5.6** Citizenship Rights. All teachers employed by the Board of Education shall be entitled to full rights of citizenship as outlined by the Constitution of the United States, the State of Michigan, Federal legislation and State action attendant thereto
- **5.7 Non-Discrimination**. The Association shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit employee or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit employee.

The Board agrees that it will in no way discriminate against or between bargaining unit employees covered by this Agreement because of their race, color, gender orientation, national origin or ancestry, age, sex, marital status, physical characteristics or disability or place of residence.

**5.8 Teacher Protection.** All teachers have the right to a non-abusive classroom environment that is free of physical and verbal abuse.

Any case of assault upon a teacher while representing the District must be promptly (within 24 hours) reported in writing to the District or its designated representative. A re-entry meeting with admin, the teacher, and the parents will occur prior to the student re-entering the classroom. In the event all parties cannot agree on a re-entry plan, an alternative placement, a behavior plan, or other options may be considered.

If a teacher is accused of assault and/or battery, or sued, the District shall provide legal assistance (or legal counsel if necessary) to the teacher in his/her defense.

A teacher may use reasonable force to protect the teacher, pupils or others from immediate physical injury; to obtain possession of a weapon or other dangerous object within the control of the pupil; and/or to protect property from physical damage and for other reasons permitted by the Revised School Code.

**5.9 Student Discipline.** A Teacher may temporarily remove a pupil from the classroom when the gravity of the offense, the persistence of misbehavior or the disruptive effect of the violation makes the continued presence of the pupil in the classroom disruptive to the learning environment. The classroom teacher will contact parents or guardians within twenty-four (24) hours on business days and the pupil shall not be returned to the classroom until the Teacher, Staff Member, Parent/Guardian and the Administration consult regarding the incident and the discipline.

The District recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the classroom.

#### **ARTICLE 6**

#### INFORMATION SHARING WITH ASSOCIATION

**6.1 Providing information to the Bargaining Agent.** The Board agrees to furnish to the Association, in response to occasional requests, all available and legally disclosable 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, together with information which may be necessary for the Association to process any grievance or complaint.

#### ARTICLE 7

#### **COMPENSATION AND BENEFITS**

- **7.1 Basic Compensation and Fringe Benefits**. The basic compensation and fringe benefits shall be as set forth in Schedule A, subject to the following provisions, namely:
  - A. A teacher on the Longevity Schedule shall be eligible to advance to the next step on the salary schedule upon the completion of a service year. The step will be implemented at the beginning of each school year.
  - B. Recognition of academic or certification advancement shall be made at the beginning of the work year following the submission by a teacher of proper verification of such advancement.
- **7.2 Compensation Adjustments**. The basic compensation and/or benefits of a teacher on the Longevity Schedule shall be adjusted as follows:
  - A. Overload, substitute and part-time adjustments shall be made as set forth in Schedule A.
  - B. Salary adjustments for professional services required beyond the regular work year or for deduction in pay shall be made as provided in Schedule A.
  - C. Additional compensation shall be paid for additional duties as set forth in Schedule B. The Employer may credit experience in related activities, whether earned in the same or different positions or capacities.
  - D. The Employer may pay additional compensation for the performance on non-classroom professional assignments requiring additional professional responsibility, effort, or skill. The amount of such compensation shall be discussed by the Employer and the Association prior to the beginning of the assignment. The additional compensation shall terminate upon the completion of the assignment.
- **7.3 Teaching Experience**. Credit for experience obtained with another Employer, including military service and vocational experience, may be given by the Employer in determining compensation.
- **7.4 Mileage**. A teacher may be required to use his/her motor vehicle to discharge his/her duties and if so required shall be reimbursed in the amount set forth in Schedule A. The Employer may provide transportation in lieu of mileage reimbursement.
- **7.5 Teacher Training.** In order to encourage teachers to participate in district approved advanced training, they will be given a substitute to complete their live training during the school day if applicable. If teachers are required to complete district approved live training in the evenings or weekends, they will be compensated \$30 per hour. This will be reported through a timesheet, and must be approved by the building Principal prior to the training. This also does not apply to professional development staff who may seek out as part of the "PD on your own" or District Provided Professional Development.

#### **ARTICLE 8**

#### **AUTHORIZED ABSENCE**

- **8.1 Extended Illness**. Any teacher whose personal illness extends beyond the period compensated under Article 7 shall be granted a leave of absence without pay for such time as is necessary, but not to exceed one (1) year, for complete recovery from such illness. Upon return from leave, subsequent to a 'return to work' authorization from a physician, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.
- **8.2 Paid Time Off** (PTO) A teacher may be eligible to be absent for the following purposes:
  - A. Any personal, medical, or professional obligations that cannot be scheduled outside of work hours.
  - B. Written requests through RedRover for PTO leave shall be submitted through RedRover not less than twenty-four hours in advance of the intended absence unless the need for the leave was unforeseeable or an emergency. Each request will be reviewed and approved in order of submission. Requests for multiple days in a row will need additional documentation and approval.
  - C. PTO leave will not be approved for the day prior to or day following all scheduled breaks and the first or last day of school except in an emergency or for unusual circumstances to be determined at the sole discretion of the Superintendent or designee.
  - D. Up to one day of additional paid time off may be granted to a teacher in a case of emergency at the sole discretion of the Superintendent or designee.
  - E. If there is a snow day or if school is closed for any other reason then teachers will not be charged a PTO day.
  - F. Any unused PTO days will be carried over into the next year.
- **8.3 Funeral Leave**. Funeral Leave shall be used to attend the funeral of the deceased and/or to participate in usual bereavement activities. Family funeral leave is intended for the death of members of the immediate family. Immediate family shall be defined as spouse, father, mother, child, brother, sister, mother-in-law, father-in-law, grandparents and grandchildren (including step for all proceeding). Five (5) days for death of spouse, child (including step-children), parent or step-parent. Four (4) days for death of brother, sister, step-brother, step-sister, or step-parent. One (1) day for death of extended family, i.e. grandparents, aunts, uncles, and/or cousins. The Superintendent may grant funeral leave upon request in his/her sole discretion. Additional time chargeable against sick leave may be granted at the discretion of the Superintendent. Non-family Funeral Leave is intended for other relatives or persons whose prior relationship to the teacher would be sufficient to warrant the attendance of the teacher at the funeral of the deceased and may be granted by the Superintendent.
- **8.4 Jury Leave**. Jury leave shall be used for jury service if the teacher is unable to be excused or to have such service rescheduled to a time which does not conflict with the discharge of his/her professional responsibilities. The teacher shall return to his/her duties whenever his/her attendance in court is not actually required and will give the Employer reasonable notice in order to avoid the unnecessary use of substitute teachers.
- **8.5** Association Leave. Upon the request of the Association, the Employer shall grant a leave of absence to a teacher for purpose of participating in Association professional improvement programs or for conducting

official Association business related to the administration or negotiation of this Collective Bargaining Agreement in accordance with the following guidelines, namely:

- A. The absence of the teacher shall not materially interfere with the discharge of the teacher's professional responsibilities.
- B. The Superintendent shall not be required to grant more than five (5) such Association leave days during each school year nor to grant leave on any one day to more than two (2) teachers.
- C. The Association shall reimburse the Employer for the cost of a substitute, as well as for those sums paid to the retirement board for the released time compensation.
- **8.6** Meritorious Leave. Meritorious leave shall be used for general health, adoptions, child care, family emergencies, education, or for meritorious reasons not otherwise provided herein. In determining whether to grant any such leave, the Employer shall consider:
  - A. The past performance of the teacher;
  - B. The staffing needs and other requirements of the Employer;
  - C. The length of service of the teacher and the probability that the teacher will return to the service of the Employer; and
  - D. The purpose of the leave.
- **8.7** Leave Compensation. The eligibility of a teacher to receive compensation and/or benefits for leave days shall be as set forth on Schedule A. A teacher shall not be eligible for compensation and/or benefits for any leave which does not comply with the terms of this Agreement or of the written leave agreement. If a teacher does not complete a full work year, the Employer shall be reimbursed for any days or fractions of days used in excess of the earned leave days.
- **8.8** Authorized Days. The number of authorized leave days shall be as set forth in Schedule A. If a teacher is tardy or absent without authorization, the Employer shall have the right to deduct compensation and benefits as provided in Schedule A. No leave days shall be earned by a teacher if a teacher is on a leave of absence or laid off.
- **8.9** Leave Notice. A teacher shall give the Employer notice of his desire to be granted a leave as soon as the teacher is aware that leave will be required so that the Employer will have the maximum time to provide for the teacher's absence. The minimum notice for requesting a leave, excluding illness or unforeseeable events, shall be seven (7) work days prior to the requested leave date, or a regular Board of Education meeting, if Board approval is required. Requests for personal business should be submitted with a minimum of 24 hours' notice before the leave.
- **8.10 Leave Limitations**. All leaves shall be subject to the following limitations:
  - A. A leave may be terminated early only with the consent of the Employer.

- B. A teacher may be required to disclose, except in cases of personal business, the specific use of a leave day.
- C. Leaves shall be taken in one half day increments, unless otherwise provided and agreed upon.
- **8.11 Leave Denials**. A leave for other than personal illness or a family death may be denied if the teacher has failed to make adequate provision for the discharge of his classroom responsibilities during his absence. Leave requests shall be made in writing on forms furnished by the Employer. A leave may be approved without a prior written request as a consequence of unforeseen circumstances or the inability of a teacher to file a written request, provided that a written application is thereafter filed.
- **8.12** Crisis Leave Bank. An employee may voluntarily contribute to a crisis leave bank which holds in reserve days that may be used for extended personal illness or injury when all of an individual's personal sick days have been depleted. Each day contributed shall equate to one full day for the recipient. The Association shall be responsible for the administration of the crisis leave bank, but agrees to notify the Employer of such use. Teachers may apply for a maximum of fifteen (15) crisis leave days per application. Teachers may reapply for additional days for the same illness or injury. The purpose of the crisis leave bank is to provide protection for those people in need until they are covered by another loss-of-compensation benefit.

#### **ARTICLE 9**

#### ASSOCIATION RIGHTS AND RESPONSIBILITIES

- **9.1** Use of School Facilities. The members of the Association shall have the right to use school building facilities for meetings at all reasonable times that will not interfere with student education. The use of the building will be cleared through the Administration. The Association will not conduct meetings during a normal work day. Faculty bulletin boards in the teacher's lounge and other established media of communication shall be made available to the members of the Association.
- **9.2 Furnishing Information**. The Board agrees to furnish to the Association, in response to occasional requests, all available 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, together with information which may be necessary for the Association to process any grievance or complaint.

#### ARTICLE 10

#### CONTRACT ENFORCEMENT

**10.1 Introduction**. A claim by a teacher or of the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, or order, or regulation of the Board may be processed as a grievance as hereinafter provided.

#### **10.2** Steps of Procedure:

#### A. Level One - Principal

- 1. A teacher with an alleged grievance shall discuss it with his/her Principal individually, together, or through the Association representative. Such discussion shall take place within five (5) working days of the teacher's knowledge of the occurrence of the alleged grievance.
- 2. If step one is unsuccessful, or one of the parties to the grievance does not wish to use this step, the teacher may file a formal grievance on a form to be supplied by the Association, (see Appendix B). This form shall be completed on four (4) copies; one copy for the grievant, one for the Association, one for the Building Principal, and one copy for the Superintendent. All copies will progress through the necessary steps until resolved so as each copy has dispositions recorded. These forms will be returned to the proper authorities upon resolving the grievance. A formal grievance must be filed within five (5) working days of discussion with the principal.
- 3. Within five (5) working days of the receipt of the grievance, except in case of absence, the Principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association.

#### **B.** Level Two - Superintendent

- 1. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made, the grievance may be transmitted to the Superintendent. Such action must take place within five (5) working days of receipt of the supervisor's decision, or expiration of time limit.
- 2. Within five (5) working days, the Superintendent, except in (the) case of an absence of either party, shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Association. In the event of absence, the Superintendent shall have five (5) working days upon return to indicate the disposition.

#### C. Level Three - Mediation

- 1. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made, the grievance may be settled through mediation services provided by the district. Such action must take place within five (5) working days of receipt of the superintendent's decision, or expiration of the time limit.
- 2. The timeline for mediation must be agreed upon by the district and the association, as resources and schedules may not allow for a traditional timeline.

#### D. Level Four – Board of Education

1. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within five (5) working days of such meeting, the grievance may be transmitted to the Board by filing a written copy thereof with the secretary

- or other designee of the Board. Such appeal is to be filed within five (5) working days after the Association receives an answer from the Superintendent.
- 2. The Board, no later than its next regular meeting, may hold a hearing on the grievance or give such other consideration as it shall deem appropriate.
- 3. Disposition of the grievance by the Board shall be made in writing no later than five (5) working days thereafter. A copy of such disposition shall be furnished to the Association.

#### E. Level Five- Arbitration

- 1. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to advisory arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.
- 2. The fees and expenses of the arbitrator shall be shared equally by the parties.
- 3. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- 4. In cases where the time required to process a grievance through the grievance procedure will cause a disadvantage to the grievant(s), the grievance may be appealed directly to the Board.
- 5. In the event that a grievance is filed by a bargaining unit employee of the Association that is of such a nature that expediency in resolution is imperative or the grievance is of such a nature that a resolution could not be achieved by following the normal procedures, the parties may, by mutual consent, send the grievance directly to the advisory arbitration.
- 6. The arbitrator has no authority to make a decision on the merits of a grievance which addresses an illegal or prohibited bargaining subject.

#### 10.3 Terms of Grievance.

- A. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of both parties.
- B. Even if a grievance is filed after May 1, of any year, strict adherence to the time limits may result in hardship to either party, the Board shall process such grievance prior to the end of the school term or within thirty (30) days after the grievance reached Level 4
- **10.4 Provisional Relief**. A party may at any stage of the proceedings provisionally grant in whole or in part the relief requested by the Claimant. Neither a provisional grant of relief, nor the failure to grant such relief, shall be considered as an admission, it being intended only for the purpose of permitting a party to mitigate damages pending a final determination of the claim.

#### **ARTICLE 11**

#### PART-TIME/SHARED-TIME EMPLOYEES

11.1 The Schoolcraft Community Schools Shared-Time Program is a program in which teachers voluntarily reduce their employment to part-time and share a teaching position with another teacher. For example, two teachers may share an elementary classroom, one teaching morning and the other teaching afternoons.

#### 11.2 The following rules and procedures shall apply:

- A. Teacher participation shall be voluntary.
- B All shared-time staffing assignments as well as the continuation of such assignments shall be subject to the approval of the Principal and Superintendent.
- C. If the Shared-Time position is dissolved, the shared-time teachers will be considered for placement in a full-time position for which they are qualified and certified.
- D. Participating teachers shall accrue full seniority during the year and shall advance on the salary schedule as though they were teaching full-time.
- E. As half-time employees, both teachers will be entitled to six (6) days of paid time off. MESSA PAK A will be provided with a 50% co-pay of the insurance premium. If a teacher does not take PAK A, she/he may elect to take MESSA Plan PAK B at no additional cost.
- F. A pair of teachers or an individual teacher may apply for shared-time position.
- G. Teachers desiring to participate in the shared-time staffing program shall submit their requests by April 1, for the following school year. All requests shall be acted upon by the close of the school year.
- H. Exceptions to these guidelines shall be subject to discussion with the teachers involved, the Principal, the Superintendent and the Association.
- I. Teachers who enter into this shared-time teaching Agreement understand that:
  - 1. Communication of attendance requirements for special faculty meetings will be the joint responsibility of the Principal and the shared-time teacher. Required attendance would only occur when the Principal felt it was essential he or she communicate with the entire staff at the same time. If both teachers are not asked to attend a faculty meeting, then the shared-time teacher who is in attendance at the meeting is expected to inform the other teacher of what took place at the meeting.
  - 2. Since most half-days (without students) occur in the afternoon, both teachers will be responsible for splitting the half days with students. If one teacher is required to work a half-day (without students) for required professional development, she/he will be paid for the half-day on a per diem basis.
  - 3. Shared-time teachers are responsible to plan together sufficiently and discuss student problems. It will be up to the Principal to determine whether teachers are planning sufficiently together.
  - 4. Any extra-duty assignments performed entirely by one (1) teacher will be reimbursed at the full percent given in Schedule B.
  - 5. All shared-time teachers will be expected to attend all parent-teacher conferences.

#### **ARTICLE 12**

#### **MISCELLANEOUS PROVISIONS**

#### 12.1 Negotiations Procedure.

- A. It is agreed that any and all matters not specifically covered by this Agreement of concern to either party shall be subject to professional negotiations between them from time to time during the period of this Agreement upon written request by either party to the other. This Agreement to engage in negotiations does not extend to matters which are a prohibited or illegal bargaining subject; and if for any matter which it is a permissive bargaining subject, negotiations may only occur with the agreement of both parties. The parties shall cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters as promptly as possible.
- B. The Board's bargaining representatives shall include at least two (2) members of the Board whenever possible. The KCEA bargaining representative shall include at least two (2) teacher members of the Association. 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 a 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 course of negotiations or bargaining, subject only to such ultimate ratification.
- C. The KCEA and Board specifically recognize the right of either party to appropriately invoke the assistance of the State Labor Mediation Board.
- D. Every Agreement executed under the provision of Paragraphs A and B of this Article shall become effective immediately upon ratification by the Board and by the Association unless otherwise stated, and shall continue in force for the life of the Master Agreement and shall have the same force and effect as all other parts of the Master Agreement.
- **12.2 Term**. This Agreement shall be effective as of the date hereof, and shall continue in effect until August 9, 2025, except as a provision by its express terms intended for a longer period. The District and the Association agree to a limited re-opener of the contract to address compensation for the 2024-2025 school year.
- **12.3** Complete Agreement. This Agreement contains the full and complete agreement of the parties and may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties in a written and signed amendment to this Agreement.
- **12.4 Unavailability Notice**. Teachers will have access to an electronic absence reporting system available to them for reporting unavailability. Teachers will make every effort to report their absence by 6:00 AM on the day of their absence. It shall be the responsibility of the Administration to arrange for a substitute teacher.
- **12.5 Board Information**. Information presented to the Board of Education in an open meeting will be provided to the Association

- **12.6 Contract Printing Deadline**. Copies of this Agreement shall be printed at the expense of the Board of Education and presented to all teachers now employed or hereafter employed by the Board, within thirty (30) days following ratification by both parties.
- **12.7 Policy Determination**. The Board has the right to determine, with the advice and recommendation of the school faculty, the curriculum to be taught, textbooks to be used, the grading system, and all other rules and regulations as to the conduct of the students on the school premises.
- **12.8 Definitions**. Except as otherwise expressly provided in this Agreement, the words and phrases have the following meanings:
  - A. "Day" means a calendar day except a Saturday, Sunday or a scheduled holiday vacation period occurring during the school year.
  - B. "Part-time teacher" means a teacher employed under a written contract who regularly works less than a full work year, workweek or work day.
  - C. Party means the Employer, the KCEA or the SEA.
- **12.9 General Interpretation**. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the provisions of the Agreement. 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 subject to the terms of this Agreement. The provisions of *Article 12—Miscellaneous Provisions*
- **12.10 Individual Contracts**. All individual teacher contracts are subject and subordinate to the provisions of this Agreement and shall be terminated in accordance with the procedures herein set forth or by the termination of the teacher's tenure or probationary rights.
- **12.11 Policies and Other Agreements**. The Employer has the right to adopt policies, initiate programs and enter into agreements with teachers or others, which are not contrary to the express terms of this Agreement. The Employer shall in good faith consult the Association prior to the adoption of any policy required by this Agreement.
- **12.12** Contract Representatives. Each party shall designate in writing the names of its authorized representatives to administer this Agreement and such representatives shall meet at least monthly during the terms of this Agreement.
- **12.13 District Leadership Team** The parties agree that a District Leadership Team (DLT) will meet on a bi-monthly basis to discuss issues of mutual concern. The committee shall serve in a problem solving and advisory capacity. The parties may have as many as four (4) representatives each on the DLT and will include a representative from the Board of Education.
- **12.14 Emergency Financial Manager.** If an emergency financial manager is appointed under PA 436 of 2012, the Local Financial Stability and Choice Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement as provided in that Act.

Dated:	
KALAMAZOO COUNTY EDUCATION ASSOCIATION	SCHOOLCRAFT COMMUNITY SCHOOLS BOARD OF EDUCATION
By Mary Bogue, MEA UniServ Director	By
By Jennifer Stull, SEA President	ByKatie Redmond, Secretary

#### **SCHEDULE A**

Compensation adjustments for this Agreement will become effective in the pay period following the Board's receipt of notification that the Association has ratified the new Agreement.

#### School Year 2023/24

	nt	School Year 202.		
	MA	BA +15	ВА	<u>Step</u>
1,000	\$44,	\$42,500	\$41,000	1
5,408	\$45,	\$43,775	\$42,230	2
5,861	\$46,	\$45,088	\$43,497	3
3,361	\$48,	\$46,441	\$44,802	4
L,753	\$51,	\$47,834	\$46,146	5
3,565	\$53,	\$49,269	\$47,530	6
5,439	\$55,	\$50,747	\$48,956	7
7,380	\$57,	\$52,270	\$50,425	8
9,388	\$59,	\$53,838	\$51,938	9
L,467	\$61,	\$55,453	\$53,496	10
3,618	\$63,	\$57,116	\$55,101	11
5,845	\$65,	\$58,830	\$56,754	12
7,688	\$67,	\$60,595	\$58,456	13
9,584	\$69,	\$62,413	\$60,210	14
L,532	\$71,	\$64,285	\$62,016	15
3,535	\$73,	\$66,214	\$62,016	16
5,594	\$75,	\$68,200	\$62,016	17
7,710	\$77,	\$68,200	\$62,016	18
9,886	\$79,	\$68,200	\$62,016	19
9,886	\$79,	\$68,200	\$62,016	20
9,886	\$79,	\$68,200	\$62,016	21
9,886	\$79,	\$68,200	\$62,016	22
9,886	\$79,	\$68,200	\$62,016	23
9,886	\$79,	\$68,200	\$62,016	24
9,886	\$79,	\$68,200	\$62,016	25
9,886	\$79,	\$68,200	\$62,016	26
9,886	\$79,	\$68,200	\$62,016	26+
	\$79 \$79 \$79	\$68,200 \$68,200 \$68,200	\$62,016 \$62,016 \$62,016	24 25 26

\*\*Teachers who earn and maintain current certification through the National Board for Professional Teaching Standards will be compensated on the MA lane and receive an additional \$1,000 one time payment..

#### **A.1** Compensation Adjustments.

- A. Teaching assignments in the High School and Middle School that require more than four (4) academic preparations per year will receive additional compensation at the rate of 5% of the base. This article includes only English, Math, Science, and Social Studies classes. Band, Physical Education, Choir, Art, Home Economics, Industrial Arts, along with academically grouped, combination and experimental classes are excluded
- B. An elementary teacher having a split grade (excluding non-graded classes) shall receive an additional amount equal to 2.25% of the BA base per year plus state retirement.

#### A.2 Benefit Plans.

A. The Employer contribution toward the annual premium costs for all insurance programs provided for each eligible, full time teacher shall be capped at the limits set forth in Publicly-Funded Health Insurance Contribution Act, MCL 15.561 et seq., which is the cap including rate of inflation, which adjusts annually. Employees who are insured through the District program will contribute the amount that exceeds the "hard cap" limit.

20	21-22	2022	-23	
Single	\$6,560.52	Single	TBD	
Two-Person	\$13,720.07	Two-Person	TBD	
Family	\$17,892.36	Family	TBD	

- B. For the 2021-22 through 2022-23 contract years the Employer agrees to provide the following benefit for a full time teacher who does not elect to participate in the district health insurance plan:
  - 1. A fully paid MESSA Pak B plan that includes coverage not less than the 2023-2024 coverage levels for:

Negotiated Life \$50,000 AD&D Delta Dental 80/80/50: \$1,500

Vision VSP-3 Long Term Disability 66 2/3%

\$5,000 maximum

90 calendar days - modified fill

Freeze on offsets

Alcoholism/drug addiction - 2 years

Mental/nervous - 2 years

- 2. Those full time employees who elect not to participate in the health insurance program will receive a cash benefit of \$5,000 to be paid annually. This cash payment (about \$416.67) would be made monthly to the employee. The choice must be made annually. The cash benefit will be prorated for employees working 50%-99% contract.
- 3. In cases where the spouse's open enrollment does not coincide with the open enrollment period for Schoolcraft Education Association, the employee will maintain the current MESSA coverage until their spouse's open enrollment date. The employee electing this option needs to commit to the change in writing by the end of the Schoolcraft Education Association's open enrollment. In addition the employee will notify the district at least 30 days in advance of their spouse's open enrollment date.
- 4. In the event of the legislative removal of "hard cap" language, and the implementation of a percentage basis (ex. 80/20, 90/10, etc.) the district reserves the right to shop for competitive and comparable health insurance plans to manage rising health insurance costs. This will be done in cooperation and agreement with the Association.

Section 125 Plan – The employer will adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code. This plan will provide employees with the option of paying health insurance benefits with pre-tax dollars.

All costs related to the implementation and administration of benefits under this provision shall be paid by the employer. Any dispute related to the Section 125 plan shall be grievable under the terms of the grievance procedures found in Article 10 of this Agreement.

#### A.3 Contribution Adjustments.

- A. If a teacher does not provide professional services for the full work year, premiums shall terminate at the end of the calendar month in which the teacher's professional services ended.
- B. The benefits of a part-time teacher shall be proportionately adjusted.
- **A.4 Application for Insurance.** Each teacher shall file an application with the Employer for insurance coverage on forms furnished by the Employer. Each application shall include, or have attached to it, a certification by the teacher of the insurance coverage available to each dependent or spouse included in the application. An amended certification shall be promptly filed whenever there is any material change in the information previously furnished.
- **A.5** Association Cooperation. The Association agrees to cooperate with the Employer in order to discourage insurance coverage which will result in the shifting of coverage cost from another employer or double coverage with no reasonable benefits to the insured.
- **A.6 Plan Year**. The benefit period shall be the same as the contract period.

#### A.7 Leave Allowances.

A. Each full time teacher shall be eligible for the following leave benefits:

Leave Classification	<u>Yearly</u>	Accumulation	Compensated
Paid Time Off	12.5 days***	100 days	Yes

Funeral Leave	Agreement	None	Yes
Association Leave	Agreement	None	Yes**
Meritorious Leave	Agreement	None	Agreement

<sup>\*</sup>Association to pay cost of substitute.

- B. Once ninety (90) days of Paid Time Off have been accumulated, a teacher shall be paid \$50.00 per each day of unused sick leave accumulated over ninety (90) days. The monies will be paid at the end of the school year.
- C. Upon retirement, a teacher shall be paid \$25.00 per each day for the unused portion of sick leave accumulated up to 100 days. If notification of retirement is provided to the district prior to March 1, the district shall pay \$50.00 per each day for the unused portion of sick leave accumulated up to 100 days.
- D. An attendance incentive will be paid yearly upon meeting the following requirements pertaining to Paid Time Off:

Perfect Attendance: \$1000 Not more than 2 absences: \$500 Not more than 4 absences: \$250

#### A.8 48 Transportation Allowance.

- A. Reimbursement shall be at the rate that is established by the IRS at the time the reimbursement is made. Mileage reimbursements must be approved in advance by the building administrator.
- **A.9 Payroll Deduction**. Deductions for insurance are limited to the contract benefit plans. There shall be only one enrollment period per year for each plan or benefit. Upon proper request, a teacher may also request payroll deduction for the following:
  - 1. Credit Union
  - 2. A tax sheltered annuity, if one carrier agrees to administer. The Employer shall not be required to approve more than five (5) carriers.
- **A.10 Probationary Teachers-Professional Development Time**. Probationary Teachers shall be required to complete a minimum of fifteen (15) days of professional development during their first three (3) years of classroom teaching. Probationary teachers may be required to complete professional development days outside the regular work day and work year.

Probationary Teachers will be reimbursed for associated costs including: registration, fees, materials and when applicable, mileage, in accordance with district policy for any and all professional development days.

<sup>\*\*</sup>This amount will be prorated based on start date and rounded to the nearest .5 PTO.

- **A.11 College Credit Reimbursement**. Teachers shall be reimbursed up to 50% of credit hour cost for college level classes, under the following conditions:
  - A. Classes eligible for reimbursement and lane advancement must meet one of the following criteria:
    - 1. Graduate level classes for continuing education
    - 2. Enhancing professional qualifications
    - 3. In pursuit of National Board of Professional Teaching Standards
  - A. Coursework must be specific to student growth in areas of instruction, assessment, curriculum development, special education, technology, guidance/counseling or administration.
  - B. For course/credit reimbursement and lane advancement, the teacher shall submit to the Superintendent a credit approval form for pre-approval prior to the start of the course.
  - C. Maximum number of hours eligible for reimbursement is limited to six (6) credit hours per eligible teacher, per year.
  - D. The teacher must be employed, at least half-time in the district, when enrolled in eligible classes, as well as when the class is completed.
  - E. Application for reimbursement shall first be due no later than October 1 for classes completed the previous year (September 1 through August 31). Records indicating course completion and a grade of at least a "B" shall be required, along with a statement of how the class fits into an educational plan or professional qualifications.
  - F. Distribution will be at a rate of 50% of the cost of each class. Reimbursement will be based on the cost of one (1) on-campus graduate credit hour at Western Michigan University as of July of the enrollment year.

#### A.12 Salary – Lane Change Advancement

- A. For all teachers hired after July 1, 2012, lane change advancement will result from academic programs related specifically to student growth in areas of instruction, assessment, curriculum development, special education, technology, guidance/counseling or administration.
- B. Programs resulting in lane change advancement must be pre-approved by the Superintendent.

#### A.13 Dues and Fees

If a staff member has a remaining balance due to a lunch account, technology fee, or other money owed the district at the end of school year or a leave due to resignation, retirement, or termination, the district may directly deduct the amount from their remaining pay.

#### A.14 Grant Writing

Any individual(s) who successfully write(s) a grant pre-approved by the Superintendent or designee which is funded in all or part and maximizes indirect costs to the District shall be entitled to an amount equivalent to ten (10%) percent of the funded indirect costs not to exceed \$5,000. A second year application of a similar grant shall

be entitled to an amount equivalent to five (5%) percent of the funded indirect costs not to exceed \$2,500. All grant applications must be preapproved by the Superintendent or designee and have a positive net impact on the bottom line of the District.

#### SCHOOLCRAFT COMMUNITY SCHOOLS

#### **SCHEDULE B**

#### **B.1** Compensation Schedule. (All Experienced Personnel will begin at Step 1 of the BA Base)

Group I.	Years of Experience	0	1	2	3	6	10
	% of Base	12	13	14	15	16	17

Varsity Football, Varsity Basketball.

Group II.	Years of Experience	0	1	2	3	6	10
	% of Base	6	7	8	9	10	11

Asst. Varsity Football, JV Football, Asst. JV Football, Freshman Basketball, JV Basketball, Varsity Baseball, Varsity Track (Men and Women), Varsity Cheerleading Advisor, Varsity Softball, Varsity Volleyball, Wrestling Tennis, Cross Country, Varsity Golf and Varsity Soccer. Bowling is a Club Sports with Board Approval they will be a part of this group.

Group III.	Years of Experience	0	1	2	3	6	10
	% of Base	3	4	5	6	7	8

JV Baseball, JV Softball, Asst. H.S. Track, JV Volleyball, JV Golf and Freshman Volleyball.

Group IV.	Years of Experience	0	1	2	3	6	10
	% of Base	3	3.5	4	5	6	7

M.S Football (2 coaches), M.S. Track (2 coaches), 7th Grade Volleyball, 8th Grade Volleyball, 7<sup>th</sup> Grade Basketball, 8<sup>th</sup> Grade Basketball, MS Cross Country, MS Wrestling, MS Cheer Advisor and Weight Room Principal.

Group V. Paid Stipend for Varsity Assistants

Group 1 - Basketball- \$500

Group 2 – Volleyball, Baseball, Softball, Cheerleading, Wrestling, Cross Country, and Tennis - \$400

All Non-Coaching Assignments are a fixed dollar amount and years of experience are not weighed in to the stipend.

Group V. Assignment Rate % of Base

12th Grade Sponsor \$1,000 11th Grade Sponsor \$1,000

#### SCHOOLCRAFT COMMUNITY SCHOOLS

## **SCHEDULE B (Continued)**

SCHEDCEE D (Continued)	
10th Grade Sponsor	\$1,000
9th Grade Sponsor	\$1,000
Elementary Student Council Advisor	\$ 600
Middle School Student Council Advisor	\$ 900
High School Student Council Advisor	\$1,200
Vocal Music (K-12)	\$1,300
Instrumental Music (K-12)	\$4,800
National Honor Society	\$ 600
Yearbook H.S.	\$1,200
Yearbook M.S.	\$ 400 if a part of class \$ 800 if club
Jr./Sr. Prom	\$1,200
Play/Musical Director (each)	\$1,500
MS Musical – Director	\$1,000
K-6 Art Show	\$1000
7-12 Art Show	\$1000
Freshman Academy Coordinator	\$1,000
Common Bond Coordinator	\$1,000
8 <sup>th</sup> Grade Trip (Director Only)	\$1,200
7th Grade Camp (Director Only)	\$1,500
Mentor Teacher (1st 2 years)	\$ 750
Club Advisor (1 Advisor Per Club)	\$ 500
(Chess Club, Ecology Club, Spanish, French	n, etc.)
Robotics H.S.	\$1,500
Robotics M.S.	\$750
Robotics Elementary	\$500
Homebound Instruction	Negotiable
On site, district planned PD activities	
during the summer break	\$18.00/hour
District School Improvement/Curriculum Comn	nittee \$750 per school year
Athletic Crowd Control	
Football, Volleyball, Wrestling, etc.	\$50.00/night
Basketball	\$40.00/night (2 games)
	\$50.00/night (3 games)
Concessions	\$55.00/night

### APPENDIX A SCHOOLCRAFT SCHOOL DISTRICT

Fill out in Triplicate

- Distribution of Form

  1. Superintendent or Principal
  2. Association
  3. Teacher

GRIEVANCE REPORT	
Date Filed:	
	<u>Level One</u>
A. Date Cause of Grievance Occurred:	
B. Statement of Grievance and Relief Sought:_	
Signature	Date
C. Disposition by Principal: :	
Signature	Date
D. Grievant and/or Association Position:	
Signature	Date

## Grievance Report—Continued

### **Level Two**

A. Date Received by Superintendent or Des	signee:	
B. Disposition of Superintendent or Design	nee:	
		<u> </u>
Signature	Date	
C. Grievant and/or Association Position:		_
Signature	Date	
	<b>Level Three</b>	
Date Received by Board of Education or De	esignee:	
Disposition by Board:		
		_
Signature	Date	
	Level Four	
Date Submitted to Advisory Arbitration:		
Disposition of Grievance:		_
		_
		_ <del>_</del>

### Addendum - Agreement 1: Merit Pay

### <u>Schoolcraft Community Schools – Merit Pay Plan</u>

The Schoolcraft Community Schools Board of Education is dedicated to developing a culture of learning and respect. The Board would like to encourage all staff to participate in creating this climate. In that regard, the Board is offering a merit pay incentive plan to support this endeavor.

The merit pay plan is based on a point system. The amount designated to the entire Schoolcraft Education Association bargaining unit for merit pay is \$10,000 per year. This payment is not part of the salary schedule. At the end of each school year the \$10,000 will be divided by the total number of points earned by all teachers in the bargaining unit during the year to establish the dollar value for each point earned. The number of points each staff member earned to arrive at their merit pay for the year, will then multiply the per-point dollar value. There is no limit on the number of points an individual staff member can accumulate.

Staff who have an ineffective or minimally ineffective rating are not eligible for merit pay, off schedule payments or contractual step increases. Merit pay will be included in the last pay of the contract year (last pay in August).

<u>Staff Attendance:</u> The Board of Education believes that staff attendance impacts student achievement. Below you will find a scoring rubric for staff attendance. In the rubric personal days and administrative directed absences are not considered an absence from school.

Days	Pts.
0	20
1	18
2	16
3	14
4	12
5	10
6	8

**<u>Staff Evaluation</u>**: Staff will be rewarded for a positive evaluation using the rubric below:

Highly Effective Rating: 20 Points
Effective Rating: 10 Points

**Continuous Improvement:** Summer or non-contractual time professional development will be given 5 points per day for programs attended.

<u>Public Relations and Representation</u>: Any of the following items will be eligible for two (2) points per event:

• Participation in volunteer community service outside the school day (ie. Beautification Event, Battle of the Books Coach)

- Publishing an article promoting SCS or education in local news media or district publications
- Presentations to /school community/county/state groups
- Receipt of awards for school related activities
- Creation of new innovations (Principal Approved)
- Sends an average of 2 Positive Note Cards home per week (10 points)
- Participate in the graduation ceremony (20 points)
- Communication with Parents and Students
- Attend any afterschool school event (ie. band/choir concerts, athletic events, Science Fair)

The superintendent, for merit determination, will consider other activities as well.

**Example**: 1,250 points earned divided into \$10,000 = \$8 per point

Merit Pay Calendar: July 1st to June 30st