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## **AGREEMENT**

This agreement is made and entered into as of July 1, 2008, until June 30, 2011, by and between the Board of Education of the Sparta Area Schools (SAS) hereinafter called the "Board" and the Sparta Education Association (SEA/MEA/NEA) hereinafter called the "Association".

## **WITNESSETH**

The Board and the Association recognize and declare that providing a quality education for the children of Sparta Area Schools is their mutual aim and that the character of such education depends predominately upon the quality and morals of the teaching service, and

The members of the teaching profession are particularly qualified to assist in curriculum matters designed to improve educational standards, and

WHEREAS the Board has a statutory obligation to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize and agree as follows:

### **ARTICLE I** **Recognition**

Section 1.1 - The Board hereby recognizes the Sparta Education Association, the Michigan Education Association, and the National Education Association (SEA/MEA/NEA) as the sole and exclusive bargaining agent as defined in Section Eleven of PA 379, of Public Acts of 1965, as amended, for all Association members who are employed by the Sparta Area Public Schools, including personnel on tenure, probation, permanently employed substitute teachers, vocational education teachers, guidance counselors, librarians, social workers, school psychologists, speech pathologists, Englishville alternative education teachers, part-time teachers under full year contract employed or to be employed by the Board (whether or not assigned to a public school building). Such representation shall cover all personnel assigned to newly created positions except those that are supervisory as determined under PA 379.

Section 1.1.A - Such representation shall exclude supervisory, administrative, executive, office, and clerical employees, and all other non-teaching personnel.

Section 1.1.B - The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the SEA/MEA/NEA.

Section 1.1.C - The Board agrees not to negotiate with or recognize any teachers' organization for negotiating purposes other than the Sparta Education Association (SEA/MEA/NEA) for the duration of this agreement.

## **ARTICLE II**

### **Association Representation**

Section 2.1 - Within fifteen (15) days of the beginning of his/her employment hereunder, each teacher will sign and deliver to the Association an assignment authorizing the deduction of his/her membership dues of the Association - including the National Education Association, the Michigan Education Association, and Sparta Education Association or will authorize said sum to be deducted and forwarded to the Association. The assignment form shall be provided by the Association. Such sum shall be deducted by the Administration in ten (10) monthly installments beginning in September and ending in June unless the employee is a new hire or circumstances beyond the Administration's control prevent the deductions from occurring in this manner.

Section 2.2 - Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the Sparta Education Association. The teacher may authorize payroll deduction for such fee. In the event that a teacher shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, as provided in the preceding Article, the Board shall, at the request of the Association, make mandatory deduction of such dues/fees for the teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for such action.

Section 2.3 - The Association, in all cases of violation of this Article, shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

Section 2.4 - In the event of any action against the Board brought in a court or administrative agency because of its compliance with Article II, Section 2.1 (agency shop provision and payroll deduction of dues) of this Agreement, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- A. The Board gives timely notice of such action to the Association; and
- B. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

Section 2.5 - The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the Board's compliance with Article I, Section 2.1. Further, that the Board reserves the right to review and be consulted concerning the settlement prior to its implementation.

Section 2.6 - Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

### **ARTICLE III**

#### **Board Rights**

Section 3.1 - In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Sparta Area School District consistent with community resources the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration and not by way of limitation the following:

- A. The right to executive management and administrative control of the school system and its properties and facilities and activities of its employees.
- B. The right to hire all employees and subject to the provisions of the law to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; to promote, and transfer all such employees.
- C. The right to establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
- D. The right to decide upon the means and methods of instructions, the selection of textbooks and other teaching materials and the use of teaching aids.
- E. The right to determine class schedules, class size, the hours of instruction, duties, responsibility, and assignments of teachers.

Section 3.2 - The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by the express provision of this Agreement.

**ARTICLE IV**  
**Teacher Rights**

Section 4.1 - The Board hereby agrees that every teacher as defined in Article I, Section 1.1, employed by the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in negotiation for mutual aid and protection. The Board agrees that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 4.2 - The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, physical characteristics, or membership in or association with the activities of any employee organization.

Section 4.3 - Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher outside of the school shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

**ARTICLE V**  
**Sparta Education Association Rights**

Section 5.1 - The SEA and its members shall have the right to use school building facilities at all reasonable hours for meetings upon clearance with the Administration. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards, local telephone service, intercom service, interschool mail, and teacher mail boxes shall be made available to the SEA and its members according to established policy in effect at the signing of the Agreement.

Section 5.2 - The Board agrees to furnish to the SEA a monthly report of general fund receipts and disbursements, tentative budgetary requirements, allocations, and such other information as will assist the SEA in developing intelligent and accurate information which may be used by the SEA for the purpose of processing any grievance or of preparing for negotiations only.

Section 5.3 - The Board shall make available to the SEA, upon request, all fiscal, budgetary and tax information affecting the district which is normally available to the district residents. The SEA shall, whenever feasible, have the opportunity, in advance, to consult with the Board with respect thereto prior to general publication.

Section 5.4 - The Superintendent shall place on the agenda of a regular Board meeting and present any subject requested by the Sparta Education Association Executive Board if such a request is made in writing to the Superintendent at least one (1) week prior to the Board meeting.

**ARTICLE VI**  
**Cooperative Decision Making** (in the School Improvement Process)

Section 6.1 - Teachers will be involved in co-operative decision-making at both the building and district level for the purpose of school improvement, professional development, curriculum planning, and the introduction of new, innovative, or pilot programs. It is a process through which those individuals responsible for the implementation of a decision at the building and district level are actively and legitimately involved in the making of decisions. The School Improvement Process (resulting in co-operative decision making will) involve teachers, administrators, and other educational stakeholders in planning and problem-solving.

Section 6.2 - In implementing the School Improvement Process, the Board and Association agree that decision-making bodies and school improvement teams shall in no way intrude on the integrity of this agreement. In the event that any decision or action violates, contradicts, or is inconsistent with any provisions of this agreement, the terms of this agreement will prevail. However, the Board and Association recognize that changing circumstances and conditions may necessitate possible modification of certain provisions of this agreement. Accordingly the two parties agree to meet periodically to consider the decisions as a result of the School Improvement Process and how they affect this agreement. Any resulting modification of this agreement must be mutually agreed to in writing by the Board and Association.

The Board and Association recognize that not all decisions are appropriate to be made through the School Improvement Process. When a question arises as to the jurisdiction of a decision, the Association leadership and the Superintendent will co-operatively reach an agreement upon the level at which the decision is to be made.

Section 6.3 - The District School Improvement Team shall establish specific operating procedures for the School Improvement Process. These procedures shall be in force for the duration of this agreement and open for review at its expiration. These operating procedures will use the following principles as guidelines:

- A. All of the Building School Improvement Teams shall reasonably reflect and be representative of the various department, grades, areas, buildings, etc.
- B. The teacher members of the Building School Improvement Team shall be elected by the professional staff at a regular faculty meeting.
- C. Each teacher shall be a member of a particular strategic planning committee.
- D. The chairpersons of Building School Improvement Teams and Strategic Planning Committees shall be teachers.
- E. An effort will be made to use consensus, 100% of those present, in decisions or recommendations reached by all the bodies. However, if this is not possible, then at least 75 percent of those present must agree with the decision or recommendation.
- F. Any recommendations from a Building School Improvement Team to its building staff must receive the support of at least 75 percent of those present in order for a proposal to be sent to the District School Improvement Team.
- G. The Association shall have a representation on all bodies.



## **ARTICLE VII**

### **Professional Compensation**

Section 7.1 - The salaries of teachers covered by this Agreement are set forth in Appendix I, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

Section 7.1.a - Teachers with a bachelor's degree plus 18 hours on an approved master's degree program will be placed on the AB+18 scale.

Teachers who do not meet the above criteria, but rather have 30 graduate/undergraduate semester hours beyond the AB/BS will be placed on the AB+30 scale. Hours earned to be placed on the AB+30 scale can not be credited towards MA+18 or MA+30. Twelve (12) hours of the 30 must be approved by the Superintendent and earned after June 1, 1984. (18 graduate hours within the curriculum or program of the Sparta Area schools will be "grandfathered" to meet this 30 hours criteria.)

Section 7.1.B - Increments become effective at the beginning of each school year. Advancement on the salary schedule due to completion of degrees or required courses will be effective only at the beginning of either semester following the completion and submission of proof of such degree or required courses. (Any of the above completions coming prior to February 15 will be allowed at the beginning of the second semester.)

Section 7.1.C - All persons regularly employed on a part time basis shall receive compensation, fringe benefits, and credit on the salary schedule in proportion of their employment.

Section 7.1.D - Credit for previous experience will be based on evaluation of prior teaching experience and credit given by placing the new teacher on one (1) of the salary schedule steps as warranted by evaluation.

Section 7.2 - The salary schedule for a weekly teaching load is based on the School Calendar and weekly teaching hours as stated in Article VIII. Such hours will remain in effect (as stated in 8.2) during the term of this Agreement.

Section 7.3 - Teachers individually contracted for extra duty assignments as set forth in the Appendix, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of the Agreement without deviation. This provision shall not prohibit an employee from volunteering for an assignment nor shall it prohibit the Board from accepting a volunteer providing the position being volunteered for is not listed in schedules A or B in the Appendix.

Section 7.3A - In addition to the basic teacher salary as provided above, there shall be paid the specific percentage of the teacher's salary for the following assignments: See Schedule A and B. (All extra reimbursement will be paid in a lump sum upon completion of the extra-curricular assignment.) Compensation for coaching new sports shall be determined with a comparable sport.

\*Individuals who have been coaching in these sports who would be adversely affected by the new percentages are grandfathered on the previous percentage.

\*\*Credit for previous experience will be based on an administrative evaluation of previous experience and credit given by placing the new head coach on one (1) of the salary schedule steps as warranted by evaluation.

Section 7.4 - Teachers requested in the course of their work, to drive personal automobiles from one school building to another shall receive .40 per mile. The same reimbursement shall be given for use of personal cars for field trips or other business of the district upon approval of the Superintendent.

Section 7.5 - A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any grievance procedure, including arbitration, shall be released from regular duties without loss of salary.

Section 7.6 - Upon approval of the Superintendent, an officer or member of the Association may be released from regular duties without loss of salary, for the purpose of participating in Association business. Other representatives may be released for the above activities, with loss of pay upon approval of the Superintendent. A minimum of five (5) days shall be approved.

Section 7.7 - The President of the Association shall be released as needed, without loss of salary, from regular duties during times of the day when he or she is not directly involved with students.

Section 7.8 - Each teacher's salary will be compensated in twenty-six (26) or twenty-two (22) equal bi-weekly pay periods. Teachers shall make the designation for the twenty-six (26) or twenty-two (22) pays by June 15<sup>th</sup> of the previous school year. If employment is discontinued, at any time, the last paycheck will be prorated for the portion of the school year worked. All benefits subsidized by the Board of Education will be prorated for the portion of the school year worked. Payroll deductions authorized by the employee will be discontinued as of the date employment was terminated. Benefits for teachers going on leaves of absence will be subsidized on a prorata basis for the year according to the amount of the completion of the individual contract.

Section 7.9 - Each teacher completing graduate hours beyond his/her Master's Degree shall receive credit on the Salary Schedule provided such hours are within the curriculum or program of the Sparta Area Schools. All courses for teaching credit on the Salary Schedule and for course reimbursement must be pre-approved by the Superintendent. Pre-approval forms are to be completed by the teacher and submitted to the Superintendent's Office. All graduate hours earned prior to January 1, 1980, will be "grandfathered" and applied to the M.A. plus schedules. Undergraduate and/or other courses not meeting the above criteria may be approved by the Superintendent.

Recognizing the need for continued professional development, the Board agrees to the following:

- A. An employee hired for the 1991-92 school year and thereafter shall not receive tuition reimbursement until the employee has completed his/her 18 hours beyond the BA and has received his/her 18 hour Continuing Certificate.
- B. An employee who has earned his/her 18 hour Continuing Certificate will be reimbursed at the rate of actual cost up to a maximum of \$500.00 per contract year for additional coursework.
- C. The Board limits its responsibility to a maximum payment of \$18,000 per contract year (July 1 - June 30) for all teachers involved.

The following criteria must be met for a given teacher to be eligible for reimbursement:

- A. Prior approval of the course must be given by the Superintendent.
- B. After this approval has been given, monies will be reserved for individual teachers up to the \$18,000 total maximum available. The application window for course reimbursement will be from May 1<sup>st</sup> through May 14<sup>th</sup> by 4:00 p.m. (Should May 14<sup>th</sup> fall on a weekend the deadline will be 4:00 p.m. on the first work day following May 14<sup>th</sup>.)
- C. Monies will be paid upon presentation of a **RECEIPT** and official verification indicating a passing grade in the course.

Section 7.10 - Teachers who consent to substitute during the day shall be compensated, at their option, in one of the following ways:

- A. Planning Period
  - 1. Teachers shall be reimbursed at \$15.00/ A.2 credit (or),
  - 2. Teachers shall accrue one (1) additional personal day at the rate of six (6) substitute A.2 credits. Teachers will earn A.2 credits for substituting at a rate of 1.5 per block at the high school, 1.2 per block at Englishville, and 1 per class period at the middle school and elementary schools. Should daily schedules change A.2 credits will be adjusted accordingly. No time restrictions shall be placed upon teachers in their accumulation of said assignments necessary to qualify for the personal day.

Any personal day accrued under this Section shall be subject to the same usage requirements as outlined in article 12.4, except that it will not be chargeable against sick leave. Further, personal days accrued under this Section shall be limited in number to four (4) per participating teacher at a given time. In addition, the days may not be used during the first or last full week of school.

- B. Team Member

If a team member substitutes for another team member during a teaming hour, due to unusual circumstances, as asked by the administration, he/she shall be compensated at the hourly rate of \$15.00 or one (1) hour compensation time, accumulating to a maximum of four (4) days per year. The remaining time shall be paid at an hourly rate of \$15.00.

Section 7.11 - Detention supervision (if an Association teacher) shall be paid at an hourly rate of \$15.00 and Homebound teacher (not to include KISD personnel hired to perform this function): \$18.00 per hour.

Section 7.12 - Retirement Incentive (RI)

- A. Any teacher in the Sparta Area Schools may choose retirement subject to the following qualifications:
  - 1. Must meet the requirements for regular retirement under MPSERS, MIP or BASIC. “Years of Eligibility” in the schedule of this section refers to years that the teacher is eligible for regular retirement benefits under MPSERS.

2. Must have 15 years or more full time service in the Sparta Area Schools.
3. Cannot be on social security, long term disability, or worker's compensation at the time retirement is chosen, unless this restriction is waived by the Board.
  - B. Notification for retirement and a written resignation must be filed with the Superintendent's Office before April 1 each year for retirement effective June 30 of that year unless the April 1 restriction is waived by the Board.
  - C. Should the RI plan ever be revised or modified, those who have already elected a particular option shall be carried uninterrupted to the conclusion of their option choice.
  - D. The Board shall pay the teacher the designated amounts due according to the following schedule on September 15 or January 5 of each year commencing with the first year of eligibility for regular MPSERS benefits as of June 30 of the year elected for retirement.

<u>Year of Eligibility</u>	<u>Percent</u>
1 <sup>st</sup>	80%
2 <sup>nd</sup>	70%
3 <sup>rd</sup>	60%
4 <sup>th</sup>	50%
5 <sup>th</sup>	40%
6 <sup>th</sup>	30%
7 <sup>th</sup>	20%
8 <sup>th</sup>	10%

1. The Board will pay the teacher an amount equivalent to the percentage scale above, based on the teacher's salary (excluding any extra-duty compensation) for the year which he/she elects retirement.
2. Teacher's will receive this amount in equal installments over 3, 4, 5 or 6 years on September 15 or January 5 each year. Other terms may be pre-approved by the Superintendent.
3. In the event of the retiree's death, any balance not yet paid is to be paid to the employee's beneficiary or estate.

Should these retirement benefits be found to be illegal during the life of this agreement, by a court or administrative body having jurisdiction, this retirement provision shall be canceled. Existing retirees shall be covered by these provisions to the extent permitted by law.

Section 7.13 - Supplementary summer work by teachers will earn them compensatory days or per diem pay as approved by the Superintendent.

Section 7.14 - Professional Development, Curriculum Improvement, and conference attendance outside the regularly contracted hours will be compensated at \$50.00 per day.

## **ARTICLE VIII**

### **Teaching Loads, Hours, and Assignments**

Section 8.1 - Each teacher in a departmentalized program shall be provided with one (1) full period during his/her working day which is to be used for preparation, conference, and evaluation. An equivalent amount of time will be provided each teacher in nondepartmentalized programs during his/her working day for preparation, planning, and evaluation.

Section 8.2 - Teachers will work 7.5 continuous hours per day between the hours of 7:00 a.m. and 4:30 p.m. Exceptions to this time frame include regularly scheduled staff meetings and parent-teacher conferences. The Building School Improvement Team in compliance with Article VI of this agreement should generate the agendas for the aforementioned meetings. After hour staff meetings should be limited to no more than three (3) per month and no more than one and a quarter (1.25) hours in duration. One (1) of the three (3) meetings will be designated as a “protected” staff meeting. The “protected” staff meeting agenda will be mutually agreed upon by the Building School Improvement Team and the building administration. The remaining staff meetings’ agendas will be determined cooperatively by grade/content/departments and the building administration.

Section 8.2.A - For the purposes of improving student performance and maximizing instruction, Sparta High School will:

- A. Institute a four-block school day within the existing time constraints as stated in Article VIII Section 2 of the Master Agreement.
- B. Teachers will teach a maximum of three block classes per day.
- C. Lunch will be a duty-free period.
- D. One block class will consist of a planning period as described in Article VIII Section 1 of the Master Agreement.
- E. Minimum high school staffing numbers will be maintained for implementation and continuation of the four-block day.

Section 8.2.B - For the purpose of improving student performance and maximizing instruction, the middle school will:

- A. Institute the team-teaching philosophy within the existing time constraints as stated in Article VII, Section 2 of the Master Agreement.
- B. Teachers will teach a maximum of five (5) class periods per day and be responsible for one (1) period of team planning within the daily structure.

- C. One period will consist of a duty-free lunch period for teachers.
- D. One period will consist of a planning period as described in Article VIII, Section 1 of the Master Agreement.
- E. Minimum middle school staffing numbers will be maintained for implementation and continuation of the team teaching philosophy.
- F. In general education core classes, grade level teams will maintain similar student/teacher ratios.

Section 8.2.C. - The elementary schools Ridgeview and Appleview will:

- A. Every effort will be made to maintain art, music and physical education in order to provide teachers with preparation, conference, and evaluation time. Preparation, conference and evaluation time will be equitable for all teachers. In the event a teacher substitutes for art, music, or physical education during their scheduled planning time, they will be compensated in accordance with Article VII, Section 7.10.

Section 8.2.D. - Should the district finances dictate a need to reduce staff and/or programs, the Association and the Board agree to negotiate changes to Section 8.2.A, Section 8.2.B, and Section 8.2.B. Potential schedule changes at all levels will be based on the academic needs of students K-12 in relation to available funding.

Section 8.3 - The setting of the daily teaching schedule and the teachers' work days is the responsibility of the Administration. Released time may be made available during the working day by the Administration for faculty meetings, division, and departmental meetings. All teachers are free to leave Friday and days preceding holidays five minutes after students are dismissed.

Section 8.3.A - The daily teaching schedule shall satisfy the minimum state mandated hours.

Section 8.4 - All teachers shall receive a duty-free lunch period of forty-five (45) minutes. As compensation for a reduced lunch period, due to a mutually agreed change in daily schedule, teachers shall receive an equal number of minutes deducted from the beginning and/or end of the workday.

Section 8.5 - Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

Section 8.6 - Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

Section 8.7 - No teacher shall be required to engage in fund raising activities.

Section 8.8 - Provisions for parent-teacher conferences in the elementary, middle school, and the high schools will be included in each of the building calendars.

## **ARTICLE IX**

### **Teaching Conditions**

Section 9.1 - Class size - The Board of Education has the statutory duty to educate all children within the boundaries of the school district. The student-teacher ratio is an important aspect of an educational program. The number of students a teacher is required to instruct has a direct bearing upon the amount of work required of the individual teacher. Therefore, the Parties agree that the size of the individual classes shall be given careful consideration and that small class size in early elementary grades (K-2) and in remedial classes is desirable. Therefore, the following class sizes have been agreed upon.

<u>DESIRED</u> Class Size Maximums	<u>CONTRACT</u> Limit
<u>ELEMENTARY SCHOOL</u>	
Young Five's - 15	17
Kindergarten. - 22	24
Trans. 1st - 15	17
1 - 22	24
2 - 24	26
3 - 24	26
4 - 25	27
5 - 25	28
Art - 28	30
Music - 28	34
P.E.	34
<u>MIDDLE SCHOOL</u>	
6, 7, and 8 all classes - 26 except,	28
P.E. - 32	35
P.E./Health - 28	32
Computers - 26	28, or equal to number of computers in room
Instrumental/Vocal Music	Unlimited
Designated Remedial Classes - 20	22
<u>HIGH SCHOOL</u>	
All Classes - 26 except,	28
P.E. - 32	38
P.E./Health - 28	32
Life skills - 24	28
Yearbook - 24	28
Computers - 26	28, or equal to the number of computers in room
Instrumental/Vocal Music	Unlimited
Designated Remedial Classes - 20	22
<u>ENGLISHVILLE</u>	
All Classes - 20	22
P.E. - 32	34

At no time shall a class exceed the reasonable physical limits of the classroom, lab facility, or number of work stations available and equipped for students.

Section 9.2 - Excess numbers (above the Contract Limits) will be paid per child x membership days as follows:

Kindergarten	\$1.50
Elementary Grades 1 - 5	\$3.00
Secondary Grades 6 - 12	\$.85

Music and physical education limits apply throughout K-12. It is understood that October 1 of each school year will be the starting date for calculating excess costs. Any student enrolled as of October 1 will be retroactively calculated to date of entry.

To count as an overload, a student must be in attendance three days prior to being retroactively counted as an overload (back to the first day of the student's enrollment.)

Section 9.3 - The Board recognizes that appropriate tests, library reference facilities, maps and globes, laboratory equipment, audio visual, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are necessary for teaching.

Section 9.4 - The Board shall make available to each school, when and where possible, adequate lunchroom, rest room and lavatory facilities exclusively for teacher use.

Section 9.5 - Telephone facilities for local calls shall be made available to teachers for their use at locations approved by and under regulations established by the Administration. Long distance calls must be approved by an administrator or a designated person and recorded in writing.

Section 9.6 - Vending machines for beverages shall be installed at the request of the members of the Association. The cost and proceeds shall be the responsibility of the group using the machine.

Section 9.7 - Adequate parking facilities, where possible, shall be made available to teachers for their exclusive use.

Section 9.8 - When emergency conditions necessitate the cancellation of school, information of such closing will be broadcast on Grand Rapids radio stations and teachers need not report. In the event emergency conditions force the cancellation of schools on a semester ending exam day, in which a ½ student day and full staff records day is canceled, the schedule will be instituted on the next day school is in session unless otherwise agreed to by the Administration and SEA.

Section 9.9 - Inclusion of special education students into regular education classrooms is part of the Least Restrictive Environment Philosophy. Sparta Area Schools supports this philosophy and will promulgate a group of procedures to delineate the teachers rights and responsibilities in regard to these least restrictive placements.



**ARTICLE X**  
**Vacancies - Promotions - Transfer**

Section 10.1 - Vacancies occurring within the bargaining unit as described in the recognition provision, including newly created positions, shall be posted on a designated bulletin board in each building along with a copy of such posting to the Sparta Education Association President. Prior to being filled, positions, as above described, will be posted at least five (5) work days during the school year and fourteen (14) calendar days during the summer through July 31. During the month of August, vacancies will be posted for seven (7) calendar days.

Section 10.1.A - A vacancy shall be defined for purposes of this Agreement as a position presently unfilled, one currently filled but which will be open in the future, or a new position that is currently not in existence.

Section 10.1.B - To insure adequate notification of posted vacancies during the summer, the Board will inform teachers of the following procedure at the last required meeting of each school year:

1. Teachers interested in applying for vacancies and/or transfers shall express their desire on their intent forms. Intent forms are used for the specific purpose of planning future staffing and are not considered applications for transfers or vacancies. Teachers may call the personnel office for information on postings.
2. Teachers who officially apply for posted vacancies will be contacted in a timely manner by phone, e-mail, and /or first class mail.
3. It is the responsibility of all interested teachers to supply the personnel office with current addresses and phone numbers for contact.

Section 10.1.C - Interested teachers may apply for such positions by submitting a written application to the Personnel Office. Teachers who have filed an application shall be reviewed along with outside applicants. Said positions will be filled on the basis of the experience, competency, and qualifications of the applicant. When experience, competency, and qualifications are substantially equal, the applicant with greater seniority shall be given preference.

Section 10.2 - Requests by a teacher for a transfer to a different building or position may be made at any time. Such requests shall be made in writing to the Personnel Office with a copy to the Sparta Education Association President. The application shall set forth the school, grade or position sought, and applicant's qualifications. Applicants must contact the Personnel Office during the last month of each semester to update their request. The record of transfer, the transfer request, and all evaluative data pertaining thereto shall be made a part of the teacher's personnel file. No teacher will be discriminated against because of a request to transfer.

Section 10.2.A - Receipt of all applications shall be acknowledged by the Personnel Office within five (5) working days.

Section 10.2.B - Since transfers of teachers from one school to another can be disruptive to the educational process and may interfere with optimum teacher performance, the Board agrees that unrequested transfers are to be minimized. Prior to the effectuation of an involuntary transfer, the Superintendent or designee shall provide the affected teacher with the reason or reasons for the transfer.

Section 10.3 - Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to resume such rights as he/she may have had under this

Agreement as a teacher prior to such transfer. Time served in a supervisory or executive position shall be credited as time taught for placement on the salary schedule.

Section 10.4 - Job sharing is defined as a teacher initiated employment arrangement where two (2) teachers, through a job share proposal, have agreed to share one (1) full time position in a manner which meets the educational objectives of the school and the district and has the approval of the principal and the Superintendent or designate.

Section 10.4.A - Any employee interested in establishing a job sharing arrangement shall make written application to the building principal and the Superintendent or designate. In each instance of job sharing, the employees involved will be advised of the terms of the arrangement and of the terms of recall and termination of such an arrangement. All job shares will be reviewed by the administration on an annual basis. Should the review determine that the job share is not meeting the educational objectives of the school or district, a plan of improvement will be initiated. If the goals established in the plan for improvement are not met by the end of the next school year, administration reserves the right to either continue the plan for another year or recommend termination of the job share. In the event that one or both of the employee's contract(s) is non-renewed, the job share will be terminated consistent with Section 10.4.E.

Proposals for a job share position may be made only by currently employed teachers. Upon the Superintendent's approval, a written proposal regarding hours of work, job duties, in-service, conferences, and division of responsibilities shall be created for Board approval.

Section 10.4.B - No job sharing shall be permitted if the arrangement will in any way adversely affect the seniority, layoff or recall rights of another bargaining unit member, including those on layoff. In such situations, the adversely affected teacher(s) and the Association may, in writing, elect to waive his or her seniority rights for that specific situation. Failure of said teacher(s) or the Association to waive such rights, shall nullify the proposed job share and shall in no way result in adverse effects upon the refusing teacher.

The fraction of a teacher's job share shall not be reduced unless otherwise agreed to by the teacher. In the event that the needs of the school require a reduction in the fraction of that assignment, the teacher will be reassigned pursuant to Article XI of this Agreement.

Teachers should enter into a job sharing assignment for the complete school year.

Section 10.4.C - Compensation shall be covered by Article VII, Section 7.1C of this agreement.

Section 10.4.D - Seniority shall be covered by Article XI, Section 11.1.C of this agreement.

Section 10.4.E - Teachers wishing to terminate job sharing shall do so only at the end of the school year and if a position is available.

When the job sharing arrangement is terminated, the partner who formerly held the position retains the same. If neither partner held the position, both will be reassigned pursuant to Article XI of this Agreement.

A teacher who is unable to continue to the end of the school year for medical reasons or a leave of absence, the following procedure shall apply:

1. Remaining job share teacher may choose to go full time;
2. An internal job posting shall be done;
3. An external job posting shall be done; or
4. Remaining teacher shall be assigned to full time with a minimum of ten (10) working days notice.

## **ARTICLE XI**

### **Seniority of Personnel**

### **Reduction and Recall**

Section 11.1 - No later than sixty (60) days following the ratification of this Agreement, and by every September 30th thereafter, the Board shall prepare a seniority list. Seniority shall be defined as the length of unbroken service since the initial date of hire as a teacher employee of the Sparta Area Schools. Seniority is accrued only as a member of the bargaining unit as described in the recognition provision. All teachers shall be ranked on the list in order of their effective date of hire wherever documentation is possible. In circumstances of more than one (1) individual having the same effective date of employment, all individuals so affected, will participate in a drawing to determine placement on the seniority list. The Sparta Education Association and teachers so affected will be notified, in writing, of the date, place, and time of drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and the SEA representatives to be in attendance.

Section 11.1.A - The seniority list shall be published and posted in all buildings of the district by October 15th of each school year. Any revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the SEA President and posted in each building by the administration.

Section 11.1.B - All seniority is lost when employment is severed from Sparta Area Schools by resignation, retirement, or discharge; however, seniority is retained if severance of employment is due to a layoff.

Section 11.1.C - A part-time teacher shall be granted seniority on a prorata basis according to the daily load of the building in which they teach.

Section 11.1.D - A teacher on leave of absence shall neither lose nor accumulate seniority while on such leave.

Section 11.1.E - Seniority shall be determined by the length of continuous teacher service K-12, from the date of hire or a date established by procedure in Section 11.1.

Section 11.2 - Layoff shall be defined as a necessary reduction in the work force due to decreased student enrollment or shortage of revenue requiring revision of the curriculum, exclusive of resignation, retirement or death. In the event of a need to lay off teaching staff due to decreased student enrollment or a revenue shortage, the Board will have the right to lay off individual teaching staff members by written notice at least sixty (60) calendar days prior to the end of either semester. Should layoff occur, the Board will honor seniority for job retention to the extent allowed by law. Preference to remain in the current assignment also will be honored to the extent that said preference does not cause the layoff of another teacher whose only recourse for continued employment is to occupy an assignment held by a teacher with higher seniority. If this situation occurs, the higher seniority teacher may be assigned to another position for which he/she is certified and qualified. If programs are restored, the teacher forced to vacate his/her assignment shall have the option of returning to that assignment.

Section 11.2.A - Recognizing the need to maintain stability for students, mid-year layoffs will be implemented only when a shortage of revenue is severe.

Section 11.2.A.1 - The Board shall develop, considering input from the Sparta Education Association and teachers, the educational program for the forthcoming school year. Whenever possible, notice and publication of programs and positions affected by layoff shall be posted prior to implementation of layoffs.

Section 11.2.A.2 - Beginning with the first name on the seniority list, each teacher shall be placed in an assignment in the following order of priority as certified and \*qualified:

Section 11.2.A.2.a - Current grade/department; voluntary transfer if agreed upon by the teacher, Administration, and Association; or assignment per 11.2; if not available then,

\*\*Section 11.2.A.2.b - Current grade/department in another building; if not available then,

\*\*Section 11.2.A.2.c - Another grade/department in their current building; if not available then,

\*\*Section 11.2.A.2.d - Another grade/department in another building,

\*\*Section 11.2.A.2.e - If no vacancy is available in any grade/department for which the individual is certified and \*qualified in any building, the individual will be laid off. Written notification in accordance with the time lines herein provided will be forwarded to the affected teacher(s) and the Sparta Education Association President.

\*\*If a choice of building, grade or department is possible, the teacher's choice shall be honored.

\*Section 11.2.A.3 - Qualification for placement in position shall be defined as holding the appropriate K - 12 teaching certificate from the State of Michigan. Other special requirements will apply as follows:

Meet "No Child Left Behind" requirements, and/or all other qualifications as defined by State or Federal laws.

Section 11.2.A.4 - Tenure teachers shall have priority over probationary teachers when all consideration other than seniority are equal. No teacher will be issued an individual contract granting him/her tenure in position.

Section 11.2.A.5 - The provisions of Article XI will prevail over other Sections of this Agreement when the Reduction and/or Recall process is in effect.

Section 11.3 - Laid off teachers shall be recalled to the first vacancy for which they are certified and \*qualified and in reverse order of layoff. Laid off teachers shall be recalled within a reasonable time following the resolution of circumstances which precipitated the reduction of staff. If the position that the teacher is recalled to is more or less than the laid off position, the teacher may turn down the recall and retain lay off status as provided in Section 11.3.A. \*(Refer to Section 11.2.A.3 for definition of qualified)

Section 11.3.A - Notifications of recall shall be in writing with a copy to Sparta Education Association President. The notification shall be sent by certified mail, restricted delivery, to the laid off teacher's last known address. It shall be the responsibility of each teacher to notify the Board in writing of any change in address. Recalled teachers must notify the Board of acceptance or denial of recall within five (5) days of receipt of notification of recall. Failure to do so will result in termination.

Section 11.3.B - A laid off teacher shall be considered laid off until he/she is reinstated in the Sparta Area Schools or terminates employment provided that the employee yearly updates, by certified mail on or before June 30 of each year, his/her wish to remain on lay off status.

Section 11.3.C - Recalled teachers shall be entitled to all accrued rights and benefits obtained during employment at the time of their notice of layoff. The need to use such benefits shall not be reason to delay or obstruct recall to a position under these provisions.

Section 11.3.D - All teachers subject to layoff shall receive full fringe benefits, as provided within this Agreement, prorated on the portion of the current school year completed.

Section 11.3.E - A laid off teacher may continue his/her health, dental and life insurance benefits during the period of layoff by paying monthly the normal per subscriber group rate premium for such benefits to the Board.

Section 11.3.F - During a period of impending layoffs, the Board agrees to consider all requests for voluntary layoffs from those teachers who make such requests.

Section 11.3.F.1 - The option to exercise voluntary layoff by the teacher shall be done on an annual basis.

Section 11.3.G - Teachers completing the period of voluntary layoff will be assigned to their previous grade/department assignments.

**ARTICLE XII**  
**Leave Pay and Leave of Absence**

Section 12.1 - Teachers will receive ten (10) work days available as sick leave at the beginning of the school year with unlimited accumulation.

Section 12.1.A - teachers on unpaid leave (does not apply to FMLA leaves), or terminating employment will have leave days prorated to the percent of contract days actually worked.

Section 12.2 - Any teacher whose personal illness extends beyond the period compensated under Section 12.1 shall be granted a leave of absence without pay for such time as is necessary for complete recovery from illness. This leave extension shall be reviewed annually. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

Section 12.3 - Upon recommendation of the Superintendent, the Board may, at Board expense, require a teacher to submit to a mental or physical examination by a mutually agreed upon appropriate specialist to determine whether involuntary sick leave is warranted. (The mutual agreement will be between the Board and the Association.) The Board expense will be that not covered by health insurance.

Section 12.4 - Leaves of absence with pay, chargeable against the teacher's allowance, shall be granted for the following reasons:

- A. Personal illness
- B. Illness in \*immediate family
- C. Upon administrative approval, time necessary for attendance at the funeral services of persons whose relationship to the teacher warrants such attendance.
- D. Each teacher shall be allowed four (4) personal days to be deducted from accumulated work days. These days may not be used on teacher in-service days. A limited number of teachers may use a personal day preceding and following a holiday or vacation day. The total number of approved leaves may not exceed four (4) at the Elementary level ( K - 5), and four (4) at the Secondary level (6 - 12). Leave requests must be submitted eight (8) calendar weeks prior to the date of the requested leave. If the number of requests exceeds the limit a lottery will determine approval. All requests made after the deadline will be denied with the exception of a documented emergency at the discretion of the Superintendent. (Each teacher will be limited to one approved request per contract year.)
- E. Matters of an emergency or business nature that cannot be accomplished on other than a school day will be allowed at the discretion of the Superintendent. These days may be requested only after personal leave time outlined in Section 12.4D has been exhausted.
- F. Personal days and 7.10.A.2 days may be used to a maximum of three consecutive work days without prior approval by the superintendent.

Section 12.5 - Leaves of absence with pay, not chargeable against the teacher's allowance, shall be granted for the following reasons:

- A. A maximum of three (3) days per school year for each death in the \*immediate family. Additional leave may be allowed under Section 12.4 of this Article. Two (2) additional days not charged against the sick leave allowance may be requested of the Superintendent.

\*Spouse, children, mother, father, mother-in-law, father-in-law, sister, brother, grandparents, grandchildren, or any other member of the family who clearly has the same relationship as these as determined by the Superintendent.

- B. Absence when a teacher is called for jury service. Pay will be allowed for the difference between the jury duty pay and the teacher's salary.
- C. Court appearances as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any proceedings. Any monies reimbursed to the teacher, minus expenses, shall be reimbursed to the school district up to the teachers per diem rate.
- D. Time necessary to take the selective service physical examination for draft classification.

Section 12.6 - Leaves of absence without pay, not to exceed one year, shall be granted upon application for the following purposes: (Application may be made for renewal.)

- A. A sabbatical leave may be granted according to the provisions of the School Code. A teacher on sabbatical leave under this Agreement shall receive full insurance benefits for that year.
- B. Family Medical Leave Act of 1993 - All provisions of the Family Medical Leave Act of 1993 (FMLA) will be adhered to in accordance with the current provisions of the Act. Information outlining the current FMLA provisions will be made available upon request in the Personnel Office.
  - 1. Serious Illness/Medical Certification: Requests for paid leave for a serious health condition for an employee or others as outlined in FMLA will require medical certification as outlined in the administration of the FMLA manual. Upon return from FMLA leave, the teacher shall be restored to his/her former position. (This is defined as 12 work weeks.)
- C. A career exploration leave, not to exceed one year, may be granted with the approval of the Superintendent with the understanding that at the end of the leave, the teacher either returns to a position assigned by the Administration or he/she submits a letter of resignation. The teacher must submit a letter of intent to return by April 15<sup>th</sup> of the year of leave. Failure to submit an intent letter by April 15<sup>th</sup> will result in termination.

Section 12.7 - A teacher shall be granted a child care leave commencing at a date mutually agreed upon by the teacher and administration. This leave will be granted as outlined by the provisions of FMLA (see 12.6.B.). If a teacher has accrued sick days, these days may be used for paid leave to run concurrently within the 12 weeks provided by FMLA. If a teacher requires additional time off due to a serious health condition of the teacher or child, and if this teacher has accrued sick days, this paid leave time will be

extended with a doctor's certificate. The teacher shall be entitled to return from such leave without loss of placement on the salary schedule.

Section 12.7.A. - Should a need arise to extend this leave beyond the timelines allowed under FMLA, this extension may be granted by the recommendation from the Superintendent to the Board.

Section 12.8 - Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States in accordance with the Veteran's Reemployment Acts Law.

Section 12.9 - A teacher, upon return from unpaid child care leave shall be assigned to the same position, if available, or to a position of the like nature and status. The Superintendent shall review requests for leave extension annually.

Section 12.9.A - A teacher, upon return from a sabbatical, shall be restored to his/her former position, subject to the conditions of Section 11.2.

Section 12.9.B - Any period spent on sabbatical leave or military service shall be treated as time taught for purpose of the salary schedule and seniority as set forth in Schedule A of the Appendix of this Agreement.

Section 12.10 - Short periods of time off without pay for personal reasons may be granted at the discretion of the Superintendent of Schools. Pay shall be deducted for each day lost, based upon the number of teacher workdays.

Section 12.11 - A teacher who retires from teaching after fifteen (15) years or more of service in the Sparta Area Schools, will receive terminal pay of \$20.00 per day for his/her unused sick leave.

Section 12.12 - The Superintendent may approve visitation at other schools and attendance at educational conferences or conventions, including Association meetings.

Section 12.13 - Teachers shall be reimbursed for pre-approved mileage at .40 per mile. Approved conference or convention fees will be paid by the district. Meals shall be reimbursed up to \$17.00 per day when attending approved conferences or conventions. A teacher wishing to attend a conference at his/her own expense may do so upon the approval of the Superintendent.



## **ARTICLE XIII**

### **Evaluation**

Section 13.1 - All monitoring or observations, including the use of closed circuit television, audio systems, and similar devices when used for teacher evaluation, shall be conducted openly with the full knowledge of the teacher. The administration must deal openly and on a continuing basis with perceived problems concerning teacher performance. That criteria outlined on the evaluation form and standards of measurement used must be shared with the teachers by the administration at a staff meeting. Any teacher missing said staff meeting will be responsible for obtaining the criteria and standards of measure from the building administrator.

Section 13.2 - Evaluations of teachers shall be conducted by the teacher's immediate principal or an administrator working in the same building. A teacher or the building administrator may request such evaluation to be conducted by a central office administrator. The request will be granted upon mutual agreement between the Association and Superintendent.

Section 13.3 - The work performance of all teachers shall be evaluated in writing. The length of a planned observation will be determined at the pre-observation conference by mutual agreement.

Section 13.4 - The teaching performance of non-tenure teachers will be observed at least three (3) times each school year: two (2) times in the first semester and once before the end of the third quarter. The first observation shall be made prior to October 30th; the second, prior to December 30th. The third shall be conducted prior to March 31st. Documentation of observations and conference with the teacher will be done in writing and become part of the summative evaluation. The summative evaluation will be completed prior to March 31 of each probationary year. An Individual Development Plan (IDP) will be developed and/or revised by December 30th of each probationary year.

Section 13.5 - Tenured teachers will be evaluated when performance seems to warrant it, but at least once every three (3) years. Teachers who demonstrate satisfactory performance will develop an enrichment plan as part of the evaluation cycle. Teachers who demonstrate unsatisfactory performance will be placed on an Individual Development Plan (IDP). The Summative Evaluation will be completed prior to March 31.

Section 13.6 - The principal (evaluator) will hold a personal conference with the teacher within five (5) days after each observation for the purpose of discussing the teacher's work performance. During this conference the teacher and principal will mutually agree on the date for reviewing the written evaluation. This review will occur within three (3) weeks of the conference. All observations must be completed one (1) week prior to spring break.

Section 13.7 - With the completion of a satisfactory evaluation, the teacher will develop an enrichment plan. The teacher may work alone or with one or more other colleagues. The enrichment plan must be based on professional growth with benefit to students. The plan will include how it will be monitored and evaluated.

The success or failure of the enrichment plan will not be a criterion for evaluations. However, good faith or lack of good faith effort to carry out the enrichment plan will be noted on the next formal evaluation.

Section 13.8 - A copy of the written evaluation shall be given to the teacher at the final evaluation conference. A copy would then be signed indicating completion of the conference and returned to the administrator. In the event that the teacher feel his/her evaluation was incomplete or unjust, within ten (10) days following the final conference, the teacher may put his/her objections in writing and have them attached to the evaluation report of the principal to be placed in his/her personnel file. All evaluations shall be based upon the criteria as outlined in the evaluation form contained in the contract. All unsatisfactory work performance will be documented.

Section 13.9 - In the event that an administrator indicates an area(s) unsatisfactory in a teacher's work performance, the administrator will allow reasonable time for correcting the deficiency(ies) and prescribe a written plan of assistance using the following procedure to assist the teacher:

- A. Specific behaviors representing the deficiency(ies) will be clearly stated.
- B. Specific strategies for overcoming the deficiency(ies) will be stated.
- C. The expectations of the administrator will be stated using measurable criteria so that both the teacher and administrator recognize if/when the deficiency(ies) is corrected.
- D. During the time given for correcting the deficiency(ies) the administrator will monitor and discuss progress with the teacher on a regular basis.
- E. When the procedure for correcting the deficiency(ies) has been completed, the administrator will place in the file a letter stating such, with a copy to the individual teacher.
- F. In subsequent observation and evaluation reports, failure to again note specific deficiency(ies) shall be interpreted to mean that the teacher has made adequate improvement.

Section 13.10 - The content of an adverse evaluation of teacher performance shall not be considered subject to the grievance provision. Only violations of the procedures are grievable.

Section 13.11 - The evaluation form used to begin the evaluation process will remain in effect for the duration of the contract and appear in the Appendix. By mutual agreement of the Board and the Association, the contents of the form may be modified or altered, if necessary.

See Appendix 2 for evaluation forms.

## **ARTICLE XIV**

### **Teacher Protection**

Section 14.1 - Good order and discipline is necessary for effective teaching. Each teacher is responsible for maintaining such an atmosphere in each of his/her classes. The Board recognizes that, through its administrative staff, it will support its teachers in taking actions to maintain proper classroom order.

Section 14.1.A - If, in a teacher's judgment, it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, a teacher will consult with the administrative staff in which full particulars are put in writing, with a copy going to each of the two parties. Thereafter, reasonable steps will be taken by the administrative staff to assist in relieving the teacher of responsibility with respect to said student.

Section 14.1.B - After consultation with the administrative staff in which full particulars are put in writing, with a copy going to each of the two parties, a teacher may exclude a student from class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student detrimental to maintaining proper classroom order and discipline. If no action is taken by the building level administrative staff within five (5) school days, the teacher may appeal to the Superintendent to resolve the problem concerning the student's exclusion.

Section 14.1.C - A teacher may use such reasonable force as is necessary to protect himself/herself from attack or to prevent injury to another teacher, student, administrator, or other school employee.

Section 14.2 - Any case of assault upon a teacher while in pursuit of his/her employment or any complaint or suit against a teacher as a result of any action taken by the teacher while in pursuit of his/her employment, shall be promptly reported to the Board or its designated representative. The Board will promptly provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault, complaint, or suit.

Section 14.2.A - If any complaint or suit against a teacher as a result of any action taken by the teacher while in pursuit of his/her employment requires the teacher to hire legal counsel for his/her defense, the Board shall provide the opportunity for the teacher to receive an advance of his earnings accumulated up to that time.

Section 14.3 - Any employee who is absent due to injury or illness compensable under the Michigan Worker's Compensation Law, shall receive the difference between the disability wage benefit and his/her regular wage. The amount of regular wages received will be based upon the teacher's accumulated sick leave and charged prorata against such sick leave accumulation.

Section 14.3.A - Time lost by a teacher because of injury arising out of assault upon said teacher while in pursuit of his/her employment will not be charged against the teacher's sick leave allowance.

Section 14.3.B - The Board shall reimburse a teacher for damage or destruction, by a student, of the teacher's clothing or personal property in his/her classroom not covered by the teacher's insurance while the teacher is on duty or in a job related function.

Section 14.4 - Any complaints by a parent or student directed toward a teacher shall be called to the teacher's attention immediately before any judgement is made or action taken involving such teacher. If a complaint is put in writing and is placed in the teacher's personal or personnel file, the teacher will have an opportunity to add comments and be provided a copy of the complaint.

Section 14.4.A - If a complaint by a parent or student is lodged against a teacher to a Central Administrator or Board of Education member, the Administrator or Board member shall direct the parent or student to the building administrator.

Section 14.5 - A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present. Such representation must be present within twenty-four (24) hours following the request by the Administration.

Section 14.6 - Should disciplinary action likely occur at a given meeting, the teacher shall be advised immediately of said possibility and be advised of the right to representation under this provision of the Agreement.

Section 14.7 - Each teacher shall have the right upon request, to review the contents of his/her own personnel or personal file. A representative of the Association may, at the teacher's request, accompany the teacher in his/her review. This review must be made in the presence of the administrator responsible for the safekeeping of such a file.

Section 14.8 - Each teacher's personal or personnel file shall contain the following items of information:

- A. Medical information if pertinent
- B. All teacher evaluation reports
- C. A copy of the teaching certificate
- D. Transcript of academic records
- E. Tenure recommendation
- F. Layoff and recall notices
- G. Application and resume
- H. Criminal Record Check (as provided by law)
- I. Letter of Hire by the Board of Education
- J. Request of transfer

Section 14.9 - Documents - Material placed in the teacher's personal or personnel file of an adverse nature, requires that the teacher have an opportunity to examine and file a response before said material shall become a part of the file.

When the process for correcting areas mentioned as needs improvement or unsatisfactory has been completed, the administration will place in the file a letter stating such, with a copy to the individual teacher.

## **ARTICLE XV**

### **Grievance**

Section 15.1 - Any grievance is defined as a disagreement on the part of any teacher, group of teachers, or the Association in connection with wages, hours, terms, and conditions of employment as defined in this Agreement. Such grievances shall be limited to the provisions of this Agreement. The SEA/MEA/NEA will designate a representative(s) for the purpose of processing grievances in accordance with his/her duty of representation as expressed under Section Seven and Eleven of PA 379 as amended.

The Association will not pursue any grievance without the expressed written approval of the teacher or group of teachers involved.

In order that grievances may be handled in an orderly fashion, the following procedure shall be followed:

#### **LEVEL I**

Any teacher, group of teachers, or the Association or designee believing that there has been a violation of any provision of this Agreement shall, within ten (10) school days after the alleged violation, orally discuss the matter with the building Principal of the school involved. If a satisfactory settlement cannot be reached, the grievance and the Principal's answer shall then be reduced to writing, utilizing the grievance report form in the Appendix, within five (5) school days with notice given to the grieving party/parties and the Association or designee.

#### **LEVEL II**

Within five (5) school days following the receipt by the teacher, group of teachers, or the Association's designee of the Principal's written response, the grievance shall be filed with the Superintendent or designee. The Superintendent or designee shall, within five (5) school days after receipt of the written grievance, meet with the grieving party/parties in an attempt to resolve the dispute. If such a meeting does not resolve the grievance, the Superintendent or designee shall submit an answer, in writing, to the Association designee and teacher within five (5) school days. The grievance shall then be transmitted by the Superintendent to the Board within five (5) school days.

#### **LEVEL III**

At its next regular meeting, the Board shall review the grievance. The Board may hold a hearing, may designate one (1) or more of its members to hold a hearing or otherwise investigate the grievance, or may prescribe such other procedure that it deems appropriate for consideration of the grievance, provided however, that in no event, except by written agreement between the Board and the Association's designee, shall final determination of the grievance be made by the Board or its delegated representatives more than fifteen (15) school days after the above meeting.

#### **LEVEL IV**

If the decision of the Board does not result in a satisfactory settlement, the grievance may be submitted to arbitration by a written notice given to the Board by the Association's designee within fifteen (15) school days after receipt of the written decision from the Board.

An impartial arbitrator may be selected by the parties to decide the matter. If they cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The power of the arbitrator shall be limited to the interpretation or application of the expressed terms of this Agreement, and he/she shall have no power to alter, add to, or subtract from the terms of this Agreement. The parties shall not be permitted to assert, in such arbitration proceeding, any ground or to rely on any evidence not previously disclosed. The decision of the arbitrator shall be binding on both parties. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

Section 15.2 - Every grievance shall be processed within the time limits provided herein, unless extended by mutual written agreement.

Section 15.3 - If a teacher is found to have been discharged without just cause, he/she shall be reinstated on such terms as the parties may agree or as the arbitrator shall order.

Section 15.4 - Either party may have representation at any step of the grievance procedure.

Section 15.5 - In the event a grievance is filed after May 1st of any year and strict adherence to the time limits may result in hardship of any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. If the grievance is processed to arbitration, the Association may submit the grievance to expedited arbitration under the rules of the American Arbitration Association.

## **ARTICLE XVI**

### **Miscellaneous Provisions**

Section 16.1 - This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts which shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Section 16.2 - Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

Section 16.3 - If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force effect.

Section 16.4 - The Association agrees that it or its representatives or teacher(s) shall not authorize, engage in or ratify a strike within the Sparta Area Public Schools during the life of this Agreement. A strike means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence, in whole or in part, from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions or compensation, or the rights, privileges, or obligations of employment as expressed in this Agreement.

Any violation of the above definition shall mean that the Association or its representatives may be held liable for such financial damages and financial costs suffered by the Sparta Area Schools and awarded by the court of competent jurisdiction.

This article shall not be construed to limit, impair or affect the right of any teacher to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of employment, so long as the activity is not designed to and does not interfere with the faithful duties of employment. Any individual teacher who violates the above covenant may be disciplined by the Board. Such discipline shall be applied equally to all teachers involved in the violation.

Section 16.5 - A copy of current Board policies including any updates or revisions shall be placed in each building and given to the Sparta Education Association President as they become effective. Revisions will be updated as they take place.

**ARTICLE XVII**  
**Duration of Agreement**

Section 17.1 - This agreement shall be effective as of July 1, 2008, and shall continue in effect until June 30, 2011. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.



**APPENDIX I**  
**2008-09**

		AB	AB18	AB30	MA	MA18	MA30
1	1	37705	39760	40279	42003	43277	44554
	1.025	38647	40754	41286	43053	44359	45668
2	1.05	39590	41748	42293	44103	45441	46782
	1.075	40533	42742	43300	45153	46523	47896
3	1.1	41475	43736	44307	46203	47605	49010
	1.125	42418	44730	45314	47253	48687	50123
4	1.15	43361	45724	46321	48303	49769	51237
	1.175	44303	46718	47328	49353	50851	52351
5	1.2	45246	47712	48335	50403	51933	53465
	1.225	46188	48706	49342	51453	53015	54579
6	1.25	47131	49700	50349	52503	54097	55693
	1.275	48074	50694	51356	53553	55179	56807
7	1.3	49016	51688	52363	54604	56261	57920
	1.325	49959	52682	53370	55654	57343	59034
8	1.35	50902	53676	54377	56704	58424	60148
	1.375	51844	54670	55384	57754	59506	61262
9	1.4	52787	55664	56391	58804	60588	62376
	1.425	53729	56658	57398	59854	61670	63490
10	1.45	54672	57652	58405	60904	62752	64603
	1.475	55615	58646	59412	61954	63834	65717
11	1.5	56557	59640	60419	63004	64916	66831
	1.525	57500	60634	61426	64054	65998	67945
12	1.55	58442	61628	62433	65104	67080	69059
	1.56	58820	62026	62836	65524	67513	69504
13	1.58	59574	62821	63641	66364	68378	70396
	1.59	59951	63219	64044	66784	68811	70841
14	1.61	60705	64014	64850	67624	69677	71732
	1.615	60893	64213	65051	67834	69893	71955
15	1.63	61459	64909	65655	68464	70542	72623
	1.64	61836	65207	66058	68884	70975	73069
16	1.65	62213	65604	66461	69304	71408	73514
	1.66	62590	66002	66864	69724	71840	73960
17	1.67	62967	66400	67267	70145	72273	74405
	1.675	63156	66598	67468	70355	72490	74628
18	1.68	63344	66797	67669	70565	72706	74851
	1.685	63533	66996	67871	70775	72922	75074
19	1.69	63721	67195	68072	70985	73139	75296
	1.695	63910	67394	68273	71195	73355	75519
20	1.7	64098	67592	68475	71405	73572	75742
	1.705	64287	67791	68676	71615	73788	75965
21	1.71	64475	67990	68878	71825	74004	76188
	1.715	64664	68189	69079	72035	74221	76410
22	1.72	64852	68388	69280	72245	74437	76633
	1.725	65041	68586	69482	72455	74653	76856
23	1.73	65229	68785	69683	72665	74870	77079
	1.735	65418	68984	69885	72875	75086	77301
24	1.74	65606	69183	70086	73085	75303	77524
	1.745	65795	69382	70287	73295	75519	77747
25	1.76	66360	69978	70892	73925	76168	78415

2009-10

09/10	2.44	AB	AB18	AB30	MA	MA18	MA30
1	1	38610	40714	41246	43011	44316	45623
	1.025	39575	41732	42277	44086	45424	46764
2	1.05	40540	42750	43308	45161	46532	47905
	1.075	41505	43768	44340	46237	47640	49045
3	1.1	42471	44786	45371	47312	48748	50186
	1.125	43436	45804	46402	48387	49856	51326
4	1.15	44401	46822	47433	49462	50963	52467
	1.175	45366	47840	48464	50538	52071	53608
5	1.2	46332	48857	49495	51613	53179	54748
	1.225	47297	49875	50526	52688	54287	55889
6	1.25	48262	50893	51558	53763	55395	57029
	1.275	49227	51911	52589	54839	56503	58170
7	1.3	50193	52929	53620	55914	57611	59310
	1.325	51158	53947	54651	56989	58719	60451
8	1.35	52123	54965	55682	58065	59827	61592
	1.375	53088	55982	56713	59140	60935	62732
9	1.4	54054	57000	57744	60215	62042	63873
	1.425	55019	58018	58776	61290	63150	65013
10	1.45	55984	59036	59807	62366	64258	66154
	1.475	56949	60054	60838	63441	65366	67295
11	1.5	57915	61072	61869	64516	66474	68435
	1.525	58880	62090	62900	65591	67582	69576
12	1.55	59845	63107	63931	66667	68690	70716
	1.56	60231	63515	64344	67097	69133	71173
13	1.58	61003	64329	65169	67957	70019	72085
	1.59	61389	64736	65581	68387	70462	72541
14	1.61	62162	65550	66406	69247	71349	73454
	1.615	62355	65754	66612	69462	71570	73682
15	1.63	62934	66365	67231	70108	72235	74366
	1.64	63320	66772	67644	70538	72678	74822
16	1.65	63706	67179	68056	70968	73121	75279
	1.66	64092	67586	68468	71398	73565	75735
17	1.67	64478	67993	68881	71828	74008	76191
	1.675	64671	68197	69087	72043	74229	76419
18	1.68	64864	68400	69293	72258	74451	76647
	1.685	65057	68604	69500	72473	74673	76875
19	1.69	65250	68807	69706	72688	74894	77104
	1.695	65444	69011	69912	72903	75116	77332
20	1.7	65637	69215	70118	73118	75337	77560
	1.705	65830	69418	70325	73333	75559	77788
21	1.71	66023	69622	70531	73548	75780	78016
	1.715	66216	69825	70737	73763	76002	78244
22	1.72	66409	70029	70943	73979	76224	78472
	1.725	66602	70232	71149	74194	76445	78700
23	1.73	66795	70436	71356	74409	76667	78929
	1.735	66988	70640	71562	74624	76888	79157
24	1.74	67181	70843	71768	74839	77110	79385
	1.745	67374	71047	71974	75054	77331	79613
25	1.76	67953	71658	72593	75699	77996	80297



# 2010-11

2010/2011 24		AB	AB18	AB30	MA	MA18	MA30
1	1	39382	41529	42071	43871	45202	46536
	1.025	40366	42567	43123	44968	46332	47699
2	1.05	41351	43605	44175	46065	47462	48863
	1.075	42336	44643	45226	47161	48593	50026
3	1.1	43320	45682	46278	48258	49723	51189
	1.125	44305	46720	47330	49355	50853	52353
4	1.15	45289	47758	48382	50452	51983	53516
	1.175	46274	48796	49433	51548	53113	54680
5	1.2	47258	49835	50485	52645	54243	55843
	1.225	48243	50873	51537	53742	55373	57006
6	1.25	49227	51911	52589	54839	56503	58170
	1.275	50212	52949	53640	55936	57633	59333
7	1.3	51197	53987	54692	57032	58763	60497
	1.325	52181	55026	55744	58129	59893	61660
8	1.35	53166	56064	56796	59226	61023	62823
	1.375	54150	57102	57848	60323	62153	63987
9	1.4	55135	58140	58899	61419	63283	65150
	1.425	56119	59179	59951	62516	64413	66314
10	1.45	57104	60217	61003	63613	65543	67477
	1.475	58088	61255	62055	64710	66674	68640
11	1.5	59073	62293	63106	65807	67804	69804
	1.525	60057	63331	64158	66903	68934	70967
12	1.55	61042	64370	65210	68000	70064	72131
	1.56	61436	64785	65631	68439	70516	72596
13	1.58	62223	65615	66472	69316	71420	73527
	1.59	62617	66031	66893	69755	71872	73992
14	1.61	63405	66861	67734	70632	72776	74923
	1.615	63602	67069	67945	70852	73002	75155
15	1.63	64193	67692	68576	71510	73680	75854
	1.64	64586	68107	68996	71948	74132	76319
16	1.65	64980	68522	69417	72387	74584	76784
	1.66	65374	68938	69838	72826	75036	77250
17	1.67	65768	69353	70259	73265	75488	77715
	1.675	65965	69561	70469	73484	75714	77948
18	1.68	66162	69768	70679	73703	75940	78180
	1.685	66359	69976	70890	73923	76166	78413
19	1.69	66555	70184	71100	74142	76392	78646
	1.695	66752	70391	71310	74361	76618	78878
20	1.7	66949	70599	71521	74581	76844	79111
	1.705	67146	70807	71731	74800	77070	79344
21	1.71	67343	71014	71941	75019	77296	79576
	1.715	67540	71222	72152	75239	77522	79809
22	1.72	67737	71430	72362	75458	77748	80042
	1.725	67934	71637	72572	75677	77974	80274
23	1.73	68131	71845	72783	75897	78200	80507
	1.735	68328	72052	72993	76116	78426	80740
24	1.74	68525	72260	73203	76336	78652	80972
	1.745	68721	72468	73414	76555	78878	81205
25	1.76	69312	73091	74045	77213	79556	81903

APPENDIX 2

**SPARTA AREA SCHOOL SYSTEM  
PERFORMANCE-BASED  
DEVELOPMENT EVALUATION**

COVER PAGE

Social Worker

Psychologist

Counselor

Teacher: \_\_\_\_\_ School Year:

Status: Tenure \_\_\_\_\_ Probationary \_\_\_\_\_ Yr. 1 \_\_\_\_\_ Yr. 2 \_\_\_\_\_ Yr. 3 \_\_\_\_\_ Yr. 4

Building: \_\_\_\_\_ Position:

Pre-observation Conference Date(s):

Observation Date(s):

Post-observation Conference Date:

Professional Development Plan

Date:

Final Summative Evaluation Date:

***Sparta Summative Evaluation Tool***

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Administrator: \_\_\_\_\_

Building: \_\_\_\_\_

***I. Instructional Process***

***Expectations:***

The teacher demonstrates:

Met

Not Met

***Classroom Management & Organization***

- 1. Prepares and organizes material, lessons, and units.
- 2. Maximizes instructional time.
- 3. Constructively manages student behavior.

***Presentation of Subject Matter***

- 4. Demonstrates knowledge of subject matter/curriculum.
- 5. Demonstrates effective communication.

***Instructional Strategies***

- 6. Provides student opportunities to participate successfully.
- 7. Provides instruction feedback/evaluates student progress.

***Learning Environment***

- 8. Demonstrates strategies to motivate students.
- 9. Maintains supportive climate conducive to learning.

***II. Constructive Interpersonal Relationships***

- 10. Educational Staff
- 11. Parents/Community Members

***III. Professional Development Responsibilities***

- 12. Understands and follows school/district guidelines, policies, and practices
- 13. Demonstrates a commitment toward the school improvement process.
- 14. Demonstrates a commitment toward growth in the profession of education.
- 15. Demonstrates a good faith effort to complete the professional development plan.

\_\_\_\_\_

\_\_\_\_ Comment page attached.

\_\_\_\_ Comment page not attached.

\_\_\_\_\_  
Teacher's signature and date

\_\_\_\_\_  
Administrator's signature and date

## *Administrative Summative Report*

Teacher: \_\_\_\_\_ Building:

Administrator: \_\_\_\_\_ School Year:

Please check off the appropriate category and forward this form to the administration office in care of the superintendent. Route: Employee personnel file.

- \_\_\_\_\_ Satisfactory
- \_\_\_\_\_ Satisfactory with Plan for Improvement
- \_\_\_\_\_ Not Satisfactory with Plan for Improvement
- \_\_\_\_\_ Not Recommended for Reemployment

Teacher's comments:

Administrator's comments:

\_\_\_\_\_  
Teacher's signature and date

\_\_\_\_\_  
Administrator's signature and date

\*Signatures imply the content of the document has been reviewed and discussed. Explanatory comments are required for any ratings not meeting expected performance.

**SCHEDULE A**  
**(Percentage of the Base)**

Marching Band	6.0
Concert Band	3.0
Jazz Band	5.0
Band Middle School	2.4
Choral High School	6.0
Choral Middle School	1.75
Drama/Musical Director	4.5
DSIT Chairs	3.1
BSIT Chairs	3.1
Class Sponsors - 11/12 grade	2.3 (2)
Class Sponsors - 9/10 grade	1.9 (2)
National Honor Society	1.75 (2)
National Junior Honor Society	1.1
Student Council High School	2.0
Student Council Middle School	1.0
Science Olympiad	3.1 (2)*
Middle School Yearbook	1.9
Englishville Yearbook	1.9
Special Olympics - HS	1.9
Special Olympics - MS	1.65
Special Olympics - Elementary	1.4

All positions must be approved by the Board of Education. Activities must take place outside of the regular school hours to be eligible for these stipends. The Board of Education may authorize additional pilot programs by the Letter of Understanding process. Any current staff member in that position that would suffer a financial loss due to changes shall be grandfathered in at their previous amount for as long as they continue in that position.

\* one position at high school, and one position at middle school



## SCHEDULE B

### Percentage of Base

	Step I	Step II	Step III	Step IV	Step V
<b>Baseball-Track Softball-Soccer</b>					
Head Coach**	8.0	9.0	10.0	11.0	12.5
Assistant Coach	6.0	6.5	7.0	7.75	8.75
Freshman Coach	5.5	6.0	6.5	7.0	7.5
<b>Cross Country-Tennis -Golf</b>					
Head Coach	6.5	7.5	8.5	9.5	11.0
Assistant Coach	3.5	4.0	4.5	5.0	6.0
<b>High School Basketball-Football- Wrestling-Volleyball</b>					
Head Coach**	10.5	11.5	12.5	13.5	15.5
Assistant Coach	6.5	7.5	8.25	9.25	10.5
Freshman Coach	6.25	7.25	8.0	9.0	10.25
<b>Sideline Cheerleading</b>					
Head Coach	3.5	4.0	4.5	5.0	6.0
Assistant Coach	2.5	3.0	3.5	4.0	4.5
Freshman Coach	2.25	2.75	3.25	3.75	4.25

**Competitive Cheerleading**

Head Coach	6.5	7.5	8.5	9.5	11.0
Assistant Coach	3.5	4.0	4.5	5.0	6.0
Freshman Coach	3.0	3.5	4.0	4.5	5.5

**Middle School  
Football-Basketball-  
Wrestling-Volleyball**

4.0	5.0	6.0	7.0	8.0
-----	-----	-----	-----	-----

Coaches coaching both A & B teams at the same time will receive an additional 1.0%.

Track	3.5	4.5	5.5	6.5	7.5
Cross Country	3.0	4.0	5.0	6.0	7.0
Cheerleading	1.5	1.5	1.75	1.75	2.0
Intramural Coordinator (per season, per sport)					3.0

Non-Association coaches will be contracted through a third party at the discretion of the Board. Coaches that are

Association members will have the option of being hired by the Board or contracted through a third party.

**SCHEDULE C**  
**Fringe Benefits**

**PLAN A**

1. The Board agrees to provide MESSA Choices II or \*MESSA Super Care I hospital, medical and surgical protection according to the following monthly schedule:

<b>Insured</b>	<b>Full Coverage</b>
<b>Insured and Spouse</b>	<b>Full Coverage</b>
<b>Insured and Children</b>	<b>Full Coverage</b>
<b>Full Family</b>	<b>Full Coverage</b>

**A. Prescription Drug Plan Rider:**

MESSA Choices II with a 10/20 Drug Plan Rider at no expense to employees who qualify. MESSA Super Care I with the 10/20 Drug Rider Plan shall be offered to employees who qualify, but employees electing this coverage shall pay the difference between MESSA Choices II with the 10/20 Drug Rider Plan and Super Care I with the 10/20 Drug Rider Plan.

**B. Prescription Drug Reimbursement Pool:**

Beginning July 1, 2008, a prescription drug reimbursement pool totaling \$36,000 shall be established by the Board. During the 2008-09 school year, any prescription co-pay expense exceeding \$225 shall be reimbursed by the Board; and in 2009-10 any amount exceeding \$250 will be paid by the Board; and in 2010-11 any prescription co-pay expense exceeding \$275 shall be reimbursed by the Board. The reimbursement pool is specifically designed for medication co-pays and not for ingredient cost associated with the selection of brand name drugs. Reimbursement totals for the duration of this agreement will not exceed \$36,000. Any remaining funds will be used to offset future increases in health insurance cost.

\*Employees who select MESSA Super Care I shall pay the difference in premium between MESSA Choices II and MESSA Super Care I.

2. The Board shall pay the current full premium of MESSA Group Long Term Disability Insurance Policy Plan as per previous contract, except maximum monthly benefit increased to \$4,000.
3. The Board agrees to pay the full premium for MESSA Group Term Life Insurance in the amount of \$40,000. This policy shall include accidental death and dismemberment and waiver of premium for disability.
4. Plan A dental coverage to coordination of benefits (50/50/50) or 75/75/50/50 for those with no coordination. \$1,500 maximum ortho rider.
5. The Board will provide Plan A vision care to similar coverage limits of VSP II. Board may select either VSP II or ASR.

The above basic coverage will be referred to as Plan A. Each teacher will have the right to select Plan A or one (1) of the following four (4) options referred to as Plans B, C, D, E.

**PLAN B**

1. \$250 cash per month in lieu of health insurance (\$3000 annually)
1. The Delta Dental Auto + O8 Plan
2. The MESSA Vision (VSP-III)
3. Same LTD as Plan A
4. Same Life Insurance as Plan A

**PLAN C**

1. \$275 cash per month in lieu of health insurance (\$3300 annually)
2. 50/50/50 Dental
3. Same Vision Plan B
4. Same LTD Plan A
5. Same Life Plan A

**PLAN D**

1. \$300 cash per month in lieu of health insurance (\$3600 annually)
2. Same Vision Plan B
3. Same LTD Plan A
4. Same Life Plan A

**PLAN E**

1. \$330 cash per month in lieu of health insurance (\$3960 annually)
2. Same LTD as Plan A
3. Same Life Plan A

## Notes

1. "If both the employee \*(as defined in Article I Recognition) and his/her spouse have the option to select insurance benefits with his/her employer in lieu of hospital-medical insurance coverage, one (1) must choose an optional package of insurance fringe benefits. If the Sparta Area Schools employee's spouse does not have the option to choose insurance coverage or fringe benefits with their employer, the \*employee shall so indicate by requesting a letter from the spouse's employer to be sent to the Sparta Area Schools. \*Employees with spouses working for other employers provided with insurance fringe benefits and lacking a choice in selection of insurance benefits received, shall have a right to select any of the plans offered under the effective Master Agreement."
2. A full-time teacher can select Plan C only if his/her spouse has a dental coverage plan.
1. All dental plans will have \$1,500 maximum for both general dental and orthodontic.
2. Anyone choosing not to take health and/or dental insurance must provide proof of an alternate existing policy.



**LEVEL II**

A. Date Received by Superintendent or Designee

If additional space is needed in reporting Section B1 and B2 attach an additional sheet.

B. Disposition by Superintendent or Designee

Signature

Date

C. Position of Grievant and/or Association

Signature

Date

Signature

Date

**LEVEL III**

A. Date Received by Board of Education or Designee

B. Disposition by Board

Signature

Date

C. Position of Grievant and or Association

Signature

Date

Signature

Date

**LEVEL IV**

- A. Date Submitted to Arbitration
- B. Disposition and Award of Arbitrator

Signature

Date





Signatures. In witness thereof, the parties have caused this Agreement to be executed on their mutual behalf through their duty authorized representatives, in signatures hereafter given:

EDUCATION ASSOCIATION

By Richard Menditsma  
S.E.A. President

By Richard E. [Signature]  
S.E.A. Vice-President

By Richard Menditsma  
Chief Negotiator

By June Wyckoff Kingsworth  
Secretary

BOARD OF EDUCATION

By Warren Hill  
President

By Carol Shirey  
Vice-President

By [Signature]  
Chief Negotiator

By Julie McAllen  
Secretary

Other members of Association bargaining team are as follows:

Robert Powell

Mark R. Kasme

Katrin Miller

[Signature]  
[Signature]

Dated this day, August 11, 2008

## 2008 - 2011 ADDENDUM

If staffing needs warrant and finances permit, the superintendent, at his/her discretion, may hire teachers who have retired from the Sparta Area Schools to work on a part-time basis. A teacher so hired may teach up to one-half the normal teaching load.

Compensation for one working the maximum allowed will be one-third of his/her retirement basis average as allowed under the Michigan Public School Employees Retirement System. A teacher who teaches less than one-half of his/her normal teaching load will be compensated on a prorated basis of the one-third average.

At the end of the 2008-09 school year, all positions held by retirees will be posted internally. If through the posting process no certified and/or qualified internal staff member applies for the position, said returning retiree with the superintendent's approval, may retain the aforesaid position for the next school year. This process would be followed each subsequent school year. If the retiree position is filled internally, said retiree may apply with the superintendent's approval, for any other open position for that school year prior to external postings.

A new retiree, with the approval of the superintendent, may return on a part-time basis for one school year before the aforementioned annual posting process begins.

Individuals hired under the terms described above will be due paying members of the association, but do not have and will not accrue seniority or receive insurance benefits. Sick days, personal days and other duties and privileges will be granted on the same basis as regular part-time teachers, but sick days will not accumulate.

All contracts under this provision are one year agreements.

This addendum applies to all returning retirees hires beginning July 1, 2008 and expires June 30, 2011.

# SPARTA AREA SCHOOLS

465 S. UNION STREET / SPARTA, MICHIGAN 49345  
(616) 887-8253 / FAX (616) 887-9958 / www.spartaschools.org



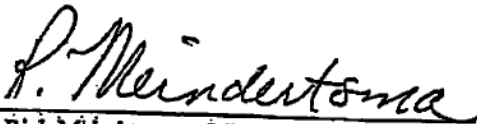
KENT R. SWINSON  
Superintendent

MARK R. KASMER  
Assistant Superintendent

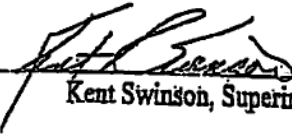
## LETTER OF AGREEMENT

This agreement modifies Article XII Leave Pay and Leave of Absence, Section 12.4, Letter D.  
The agreement will remain in effect for the duration of the current Master Agreement.

Upon approval of the Superintendent, personal leave days may be used on teacher in-service days for the purpose of attending professional development activities related to the teacher's district responsibilities or a documented emergency.



Rick Meindertsma, S.E.A. President



Kent Swinson, Superintendent

1/7/09

Date

**Signatures.** In witness thereof, the parties have caused this Agreement to be executed on their mutual behalf through their duly authorized representatives, in signatures hereafter given:

