

MASTER CONTRACT

BETWEEN THE

**SWARTZ CREEK EDUCATION
ASSOCIATION**

AND THE

BOARD OF EDUCATION

OF THE

**SWARTZ CREEK COMMUNITY SCHOOL
DISTRICT**

2015 - 2018

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CONTRACT

SWARTZ CREEK COMMUNITY SCHOOLS

BOARD OF EDUCATION

SWARTZ CREEK EDUCATION ASSOCIATION

This agreement entered into this 22nd day of November, 2013 by and between the Board of Education of the Swartz Creek Community School District, Swartz Creek, Michigan, hereinafter called the "Board" and the Swartz Creek Education Association, hereinafter called the "Association".

W I T N E S S E T H

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the Swartz Creek Community School District is their mutual aim; and

WHEREAS it is recognized that teaching is a profession requiring specialized qualifications and certifications, and that the success of the educational program in the Swartz Creek Community Schools depends, in part, upon the consideration of viable suggestions of the teaching staff and the utilization of the appropriate expertise of the professional staff; and

WHEREAS the morale and quality of the teaching service may depend upon the conditions under which their services are rendered; and

WHEREAS the Board and the Association have certain statutory obligations regarding collective bargaining pursuant to Act 336 of the Michigan Public Acts of 1947, as amended; and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to put in writing;

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Representation

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Act 336 of the Michigan Public Acts of 1947, as amended, for all professional personnel performing 40% or more of school time as classroom teachers. This would include by way of illustration, but not by way of limitation, counselors, media specialists, psychiatrists, psychologists, social workers, librarians, speech therapists, hearing therapists, visiting teachers, advising or critic teachers, teachers of the homebound or hospitalized, and school nurses. Only schedule F will apply to full-time or regular, part-time alternative academy teachers or counselors employed by the Board (whether or not assigned to a public school building). The positions above include personnel on tenure, probation and on per diem appointments who teach sixty (60) or more consecutive school days in the same assignment, but excludes supervisory and executive personnel engaged in direct administration and supervision of professional personnel. The term "teacher" when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of the Agreement or until a representation election is held.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws, Michigan Teacher Tenure Law, or any other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. 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 applications shall continue in full force and effect.
- D. Both parties accept, as part of this agreement, the Teachers' Personnel Policies pertaining to wages, hours, terms and conditions of employment as amended as of the ratification of the Master Contract by the Board, with the understanding that any of the policies concerning wages, hours, terms and conditions of employment will be open for review and negotiations along with the Master Contract as provided for in Article XI of this agreement.

ARTICLE II

Management Rights

The Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public all operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this agreement. The Board shall take no action contrary to this agreement. Nothing in this contract is to deprive the Board of any rights guaranteed to it by law.

ARTICLE III

Negotiation Procedure

1. NEGOTIATIONS

- A. Matters concerning wages, hours, terms and conditions of employment not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between them during the period of this Agreement upon mutual agreement of the parties. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters. A temporary change in contract provisions not to exceed five (5) days may be effected by mutual agreement between the parties' representatives.
- B. By the first (1st) of March preceding the expiration of the Contract, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. Efforts will be made by both parties to this agreement to maintain stability of membership in these negotiating groups. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification by both parties.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

ARTICLE IV
Grievance Procedure

1. PROBLEM SOLVING PROCEDURES

- A. Nothing contained herein shall be construed to prevent any individual teacher from presenting a problem and having the problem adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given an opportunity to be present at such adjustment.
- B. This article is not intended as a substitute for procedural rights under the Tenure Act. Though not absolutely necessary, it would be both professional and helpful to inform your immediate supervisor or supervisors of your intent to appeal to the next highest official by providing them with a copy of your appeal to that person. The teacher may, if he wishes, send a copy of the correspondence to the next highest official, when presenting problems to immediate supervisor.
- C. Any problem must be filed within 45 school days of the occurrence or reasonable knowledge thereof.

- | | |
|-----------------------------|----------------------|
| 1. FIRST STEP: (Elementary) | Elementary Principal |
| (Secondary) | Secondary Principal |
| (Adult High School) | Director or Designee |

Beginning with the first step:

- a. If on any occasion when an administrative official fails to respond to a problem in the designated time limit, the problem will be automatically advanced to the next step.
- b. If any administrator in the line of problem solving finds that he is not in a position to solve a problem, he will initial the written record and forward immediately to the next higher supervisor.
 1. Teacher presents problems to immediate supervisor. (If a problem involves more than one school building, it may be filed directly at the second step.)
 2. Immediate supervisor interviews teacher and makes a written record.
 3. Immediate supervisor gives decision to teacher in writing, within three (3) school days after receipt of problem, keeping written record of such decision.
 4. Problem is considered settled if written appeal is not filed within three (3) school days after receipt of written decision.

2. SECOND STEP - Superintendent or Designate

Beginning with the second step:

- a. The teacher may be represented by at least one and not more than four persons of his choice to assist in obtaining a solution to the problem.
 - b. Such records as the teacher shall feel beneficial to the solution of the problem will be provided.
 - c. Such records as the teacher and his representative feel beneficial to the solution of the problem will be available to the Association except in cases where the teacher himself requests that the records not be given.
 - d. The final answer to the problem at each step will be available for examination by the Association.
 1. Teacher appeals decision in writing to next higher official.
 2. Superintendent or designate calls all persons together who are concerned with problem and keeps written record.
 3. Superintendent or designate considers all the facts and gives his written decision to all concerned within 5 school days after receipt of the problem.
 4. The teacher is considered satisfied if no written appeal is lodged within 5 school days after receipt of written decision.
3. THIRD STEP - Board Level
- A. Any teacher, group of teachers, or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board or any other provisions of law relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board. The Board hereby designates as its representative for the receipt of such grievances the Superintendent of Schools.
 - B. Nothing in this Article is designated to prevent informal contacts between the Administration and the Negotiating Team of the Association in attempts to resolve the grievance.
 - C. A "grievance" is herein defined as any problem concerning wages, hours, terms or conditions of employment not satisfactorily solved in so far as the member or the Association is concerned after completion of steps 1 and 2 in the problem solving procedure above.
 1. Teacher exercises his right of appeal to the Board through the Association.
 2. The appeal is made in writing and explains in detail all aspects of the problem in question. A meeting with the Board will be arranged by the Superintendent and the decision will be limited to facts as presented in written appeal.
 3. Within seven (7) calendar days of receipt of the grievance, members of the Board numbering not more than seven (7) shall meet with the Negotiating Team of the Association numbering not more than nine (9) in an effort to resolve the grievance.
 4. If the facts are in dispute or additional information is necessary, the affected party or parties or their representative as deemed necessary by either the Board or the Association will be invited to attend a fact-finding meeting prior to the above final meeting of the grievance committee.
 5. Within 15 calendar days after the meeting outlined in Step 3, Paragraph 3, the Board shall pass upon the grievance. Its decision will be made in writing to the Association and to any specific teachers involved.

4. FOURTH STEP – Arbitration

- A. The Association may submit the grievance to arbitration before an impartial arbitrator within 25 calendar days after receipt of a decision of the Board if the decision is not acceptable. If the parties cannot mutually agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The fees and expenses, only of the arbitrator, shall be paid by the losing party. Each party shall assume its own cost of representation.
- B. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation, misapplication, or misinterpretation of the specific articles and sections of this Agreement.
1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. He shall have no power to establish salary scales or change any salary as specified in the Agreement.
 3. He shall have no power to rule on any of the following:

The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
 4. He shall have no power to change any practice, policy, or rule of the Board unless such practice, policy or rule is an alleged violation, misinterpretation, or misapplication of the express articles or sections of this Agreement. It is understood that any matter not specifically set forth in the Agreement remains within the reserved rights of the Board.
- C. Both parties agree to be bound by the decision of the arbitrator if the award is within his authority as specified in this Article. It is further agreed that either party may appeal the arbitrator's decision or award to a court of competent jurisdiction or refuse to be bound by said award or decision if the arbitrator has exceeded his authority or if there is evidence of fraud.
- D. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- E. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolved.

ARTICLE V

Association Rights

1. TEACHER RIGHTS

- A. Pursuant to Act 336 of the Michigan Public Acts of 1947, as amended, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiating and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 336, as amended, or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment specified by this contract.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off the school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.
- C. The Board will make available an unused space, deemed suitable by the Association, for office space. In addition the Board will assist the Association to obtain telephone facilities at a location mutually agreed upon and at the Association's expense.
- D. The Board agrees to furnish the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, and complete studies in respect to hours, wages, and terms and conditions of employment.
- E. Any unusual or peculiar mode of dress causing concern will be brought to the attention of the individual teacher involved. A teacher's personal appearance should be consistent with the standards of his own profession. Any questions involving the basic standards for the Swartz Creek Community Schools should be referred to the teacher's building principal.

- F. A teacher shall be entitled to be represented by the Association and/or have present a representative of the Association in any matter dealing with employer-employee relationships.
- G. The Board agrees to make a reasonable effort to provide teachers with adequate parking facilities. The Board will continually strive, within its economic means, to maintain and improve, where necessary, these facilities.
- H. Academic Freedom
 - 1. The parties seek to educate young people in the democratic traditions, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution, and to install appreciation of the values of individual personality consistent with the general welfare of the social district and the community.
 - 2. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed, both to safeguard the legitimate interests of the schools and to exhibit, by appropriate examples, the basic objectives of a democratic society.
 - 3. Teachers shall maintain a strictly non-political and non-sectarian position in the classroom. Schools shall not be used to advocate any political or religious position, sell tickets, or in other ways to conduct any activity which might be considered partisan in nature. Included herein, and specifically recognized by the Association, shall be any discussion of issues which may be present in the collective bargaining relationship between the parties. The foregoing shall not affect proper discussion of election procedures and forms of government.
- I. Any material in a teacher's file a copy shall be given to the teacher at the time it is placed in his file. The teacher may attach a letter of clarification.

2. RELEASED TIME

- A. Released time will be granted for NEA and MEA board members. The Board will be reimbursed by the appropriate Association (MEA or NEA) for sub cost or the SCEA may use Association days. The Board may grant release time for other conferences for the President, negotiating chairman, or other members of the Association on specific occasions when it is mutually agreed to by the Association and the Board as being necessary and in the best interest of the school district and the Association. The Parties agree that release time shall be used for the benefit of all Bargaining Unit Members, regardless of membership in the Association. Effective June 30, 2016, NEA/MEA release time shall be capped at 20 days.
- B. The Association President shall be released for the purpose of administering this agreement as follows:
 - 1. If the President is a secondary teacher, the Board will assign him one less class period per day. His preparation and released time will be scheduled contiguously.

2. If the President is an elementary teacher, the released time will be provided on the basis of one day per week or any variation of this regular daily schedule mutually satisfactory to all parties.
 3. Any released time as defined in C above, when granted, shall be on a basis which obligates the Association to provide an equal amount of time for such mutually advantageous activities as public relations, civic, and community affairs providing such time can be scheduled by mutual agreement.
 4. The Board will assume the payment of any retirement contributions required to maintain full retirement credits for the released time President or; if said payment is not allowed, the Board will remit a like amount to the Association. (Like amount includes both employer and state contributions.)
 5. Alternative compensation or release time may be agreed to by both parties on an annual basis.
- C. All negotiation sessions between the Board and the Association shall be held outside the school day.
- D. Released time for Association business not including negotiations, shall be provided in the amount of one (1) such day for every ten (10) teachers, substitute costs to be paid by the association. Any additional Association days under this formula shall be granted only if the Association assumes the costs of the pay for substitutes involved. These days shall only be used for the benefit of all Bargaining Unit Members, regardless of Association membership.
- E. The parties agree that a teacher appointed to a State or Federal Committee as a consultant directly related to his teaching field shall be granted leave to attend necessary meetings. A teacher attending such meetings agrees to permit a deduction from his salary in an amount equivalent to the pay of his substitute teacher. Beginning June 30, 2016, the Parties agree that only Ten (10) days in total shall be used for this subsection.
- F. Any Association member necessary for the processing of a grievance at arbitration shall be released for any arbitration hearing held during school hours.

ARTICLE VI

Remuneration

1. SALARY

Schedules A, B, and C are attached to and made a part of this agreement.

2. OUTSIDE EXPERIENCE

A. All teachers employed as of August 21, 2003 may be given credit on the salary schedule for full semesters of actual teaching experience in any public or private school. Teaching experience will be granted at the discretion of the Superintendent.

A. Said Placement shall not be grievable.

B. Experience must be performed after issuance of a valid teaching certificate.

C. Military Service may be allowed for up to 3 years for teachers.

3. SALARY ADJUSTMENTS FOR TRAINING AND/OR EXPERIENCE

A. Teachers who complete additional training and who are eligible for a higher classification on the salary schedule shall give preliminary written notification to the Director of Personnel by October 1 or February 1 of the semester wherein the change is to be applied subject to verification by written college or university transcript. Adjustments at the middle of the year shall reflect only one-half of the annual salary schedule adjustment.

B. Teachers must have at least a Provisional Certificate to be eligible for any degree column and to reach the B.S. plus 18, B.S. plus 30, or M.A. plus 15 or M.S. plus 30 column, a teacher must complete 18, 30, 15 or 30 semester hours of graduate credit after the date of issuance of the Provisional or Permanent Certificate or the Bachelor's or Master's degree respectively, except that all teachers hired before September 8, 1970, who have entered a B.A. plus 15 semester hours by the second semester of 1972 will be placed on the B.A. plus 18 column.

Hours taken after receiving a degree, other than toward an advanced degree, must meet the following criteria:

1. Courses are at the graduate level.
2. Graduate courses in education or graduate courses specifically related to the employee's teaching assignment or as part of a planned program leading to additional teaching, administration or counseling certificate endorsement.
3. Graduate courses completed following employment in the Swartz Creek Community Schools District.

C. It is the teacher's responsibility to furnish proof of hours completed. Only credits earned after a degree will be counted toward the next bracket on the salary scale. Course work must be accredited by a college or university with state or national accreditation. All contract

adjustments will be dependent upon a complete transcript showing date, degree received, and dates of subsequent courses taken.

- D. Experience credit will be equated to full-time teaching only and documentation of employment will be necessary. Once a teacher has established a valid experience credit, the Board shall automatically advance for experience in subsequent years.
- E. Full experience credit shall be granted for any semester in which a teacher works 50% + 1 of the scheduled student days.
- F. Voluntary Deductions
 - 1. Group insurance for hospitalization and loss of time: deductions are made the second payroll of each month.
 - 2. Flint Area School Employees Credit Union: deductions are made every payroll. Deduction statements shall be limited to one declaration and two changes--one during each semester.
 - 3. U.S. Government Bonds.
 - 4. United Way Contributions.
 - 5. Teachers' benefit funds.
 - 6. Other deductions as approved by teacher and administration.
 - 7. Deferred Annuities
 - 8. Employee paid tax deferred MPSERS Payments
- G. Deductions Because of Absence from Work
 - 1. Any absence not covered in Article IX of this contract or Section II of the Policies, will be deducted at the rate of one/contract days.
 - 2. The deduction procedure for inclement weather will be followed (Article IX, Inclement Weather).
- H. Substitute Teachers

Substitute teachers teaching more than twenty (20) consecutive school days in the same assignment shall be paid \$90 per day. Substitute teachers, in a single assignment of more than 60 days duration, shall be compensated based on current State law. Teachers will be allowed to miss one day without interrupting the 20 consecutive days. Said teachers will be provided an individual contract which is attached as Schedule E.

4. FRINGE BENEFITS

- A. Health Insurance – The SCEA may select the insurance carrier(s) and specification of a group health insurance plan; however, the choice of insurance carrier(s) and specification of a group health insurance plan must comply with all aspects of Public Act 152 of 2011 (PA 152) and the Patient Protection and Affordable Care Act (PPACA), including those necessary to avoid fines, penalties, and/or taxes.

Beginning November 15, 2013, the district will pay the maximum amounts allowable each medical benefit plan coverage year under PA 152 as divided equally per month towards health care.

Any additional amounts will be paid by the employee through pre-tax contributions to the premium payments under the means of compensation reduction agreements.

1. During the open enrollment period, teachers may sign on for health care insurance.
 2. Dental and vision programs and services will be provided under Schedule K and the Vision and Dental Benefits Guide dated/revised/amended for the 2006-2007 school year (which is comparable to the Delta Dental Care Plan E with Orthodontic Rider 007 and MESSA VSP 3 Vision Care) for teachers and their eligible dependents. The union and the administration will maintain an oversight committee to monitor the health care program along with the dental and vision plans as to their overall effectiveness. The committee will meet as needed. Any life insurance included in a health care policy will be offset against the life insurance included in the group life insurance policy.
- B. Teachers not electing health insurance coverage under Section A above shall be eligible to receive \$3,500.00 per year paid in monthly installments of \$291.68 cash in lieu of health, with payments beginning in October of each school year spread over 24 pays. Payments will cease upon resignation or termination.
- C. Full payment of \$45,000 AD & D convertible group term life insurance, with waiver of premium, on all teachers.

D. Long Term Disability

All teachers shall be provided long term disability with the following specifications:

1. 66 2/3% of annual salary with a monthly maximum benefit sufficient to meet the 66 2/3% guarantee. Basic monthly wages to be annual contract salary divided by 12.
2. 45 calendar days or accumulated sick leave, whichever is greater.
3. Maximum income period:
To age 70 in conformance with federal rules on age discrimination.
4. Disability benefit offsets:
 - a. Family social security disability benefits
 - b. Workers' Compensation
 - c. Other group disability plans
 - d. Michigan Public Teachers Retirement Act
5. Integration with Social Security to be frozen at the level of benefits which exists at date of disability.
6. Pre-existing conditions to be covered without restriction.
7. Mental and nervous disorders to be covered without restrictions in or out of the hospital, the same as any other disability.

8. Rehabilitation clause - 50% offset maximum up to 24 months minimum adjusted benefits - 10%.
9. Successive periods of disability separated by less than six months recovery will be construed as the same disability and benefits will resume immediately without a new elimination period - same or related cause(s).
10. Illness and/or disability related to childbirth will be covered as other illness.
11. Annual cost of living improvement to a lifetime maximum of twenty (20) percent.

E. Requested Leave

1. Fringe benefits will be paid through the current month if requested leave begins prior to the 10th of the month, and through the following month if requested leave begins on or after the 10th of the month.
2. When on an approved extended leave of over one month, a teacher may keep this insurance in effect by providing the school with a check or money order for the proper amount made out to the insurance company involved, or when possible by authorizing the administration to make advance deductions.
3. All fringe benefits will be terminated after an individual contract is deemed to be null and void.

ARTICLE VII

**(This Article does not apply to Alternative Academy Teachers)
Teaching Duties**

1. **TEACHING RESPONSIBILITY**

A. Work Day

1. Each employee shall be responsible to work the following hours required to accomplish his total teaching assignment, inclusive of being at their assigned area at the official beginning of each work day.
2. The employee work day will consist of those hours as depicted on Schedule D of this contract.
3. Each non-classroom teacher shall be in his place of assignment for 7 hours and 18 minutes per day, including a 1/2 hour lunch period.
4. Lunch periods will be scheduled by the administration. Each teacher is entitled to a duty-free lunch period. The Association recognizes that because of particular differences in each building that the duty-free lunch period may vary in time of scheduling. In no event shall the lunch period be less than (30) minutes.
5. High School and Middle School teachers' schedule shall consist of 6 hours and twenty-five minutes of teacher and conference periods which shall not exceed a time span of 7 class periods.

6. Teachers recognize the conference period as part of their regular working day. This time shall be used for professional responsibilities which shall include by way of illustration and not by limitation, such as:
 - a. Lesson plan and preparation
 - b. Correction of examinations or papers
 - c. Conference with students and parents
 - d. Conferences with building principal or other auxiliary school personnel
 - e. Consultation during this time unless given permission to leave the building by immediate supervisor.
7. The Association recognizes that the above may require, on a limited and equitable basis, attendance after normal school hours at teachers' meetings, open houses and prearranged parent-teacher conferences. If a teacher has a previous commitment, he shall establish an alternate time and date for the above items.
8. Elementary teachers will not be required to count lunch and milk money.

B. Teacher Accountability

1. The teacher shall accept a professional responsibility for the education of those children assigned to him.
2. The teacher shall prepare and present to the students under his charge such instruction as shall be appropriate in accordance with grade or ability level and subject area.
3. The teacher shall refer students with special problems to appropriate special personnel through established channels.
4. The teacher shall keep accurate records of attendance and achievement.
5. The teacher shall make periodic reports of pupil progress.
6. The teacher shall pay due regard to physical conditions affecting pupil progress and report such conditions as interfere with learning.
7. Teachers shall use good judgment in safeguarding school materials, equipment, and facilities assigned to them and will make reasonable efforts to conserve on teaching supplies related to the classroom.
8. Upon request of the administration, each teacher shall attend staff meetings which shall not exceed four per month. Such meetings will be scheduled one week in advance. All teachers, unless excused by the administration, shall attend each scheduled staff meeting and failure to do so will result in a deduction of 1/2000 of the BA, step 0 salary for each scheduled meeting missed. No penalty will be assessed for not attending meetings not scheduled one week in advance.
9. Teachers shall use good judgment in the supervision of students during the entire school day. This includes activities in all school areas, such as, cafeterias, halls, lavatories, playgrounds, assemblies, and other places where students may congregate and be observed by said teacher during the normal school day. Teachers will encourage good housekeeping practices in the halls, respective classrooms, and their lounge.

- C. Bargaining unit members, with the exception of the school nurse, will not be expected to perform any unusual school health duties related to the medical condition of a student.

To assist a student needing medical attention, volunteers may be solicited from the teaching staff. If this responsibility is assumed by a volunteer, training will be provided.

2. TEACHING LOADS AND ASSIGNMENTS

A. Class Load

The normal weekly teaching load in the Middle and High Schools will be 27 hours and 30 minutes teaching periods or supervision periods and five conference periods. The normal weekly teaching load in the elementary schools will be based on a school day with a maximum of 27 hours and 55 minutes teaching students per week. The daily teaching load shall consist of six teaching and/or conference periods. All student scheduled time for art, music, physical education and recess shall be assigned as teacher conference and/or preparation time.

B. Class Size

1. The parties agree that the class sizes shown in Column A below, represent the point at which most effective learning can take place and that attempts shall be made to reduce class sizes toward these goals. They further agree that class sizes as shown in Column B below represent the point above which effective learning is inhibited and that all reasonable effort shall be made to avoid scheduling classes larger than these figures. Whenever the administration is faced with a choice, the first emphasis to reach the goals as stated in Column A shall be in the lower elementary grades.
2. The Board agrees to make a reasonable effort to distribute equally the number of pupils in each grade within the same building. The Board shall make every effort to distribute both repeaters and special education students in the most equitable manner so that teachers do not end up with a disproportionate number within the same classroom.

3. Teaching a Split-Grade Class

Teachers who teach a split-grade class shall be paid their regular salary and an additional stipend according to the following schedule based on a pro-rated basis:

- 4.0% of the employees annual salary as determined by salary schedule A for a full year assignment.
4. Student transfers occurring after the fifth Friday of each semester shall be for a good cause. All personnel affected will be consulted prior to the transfer.

5. Class or Grade

	<u>Class Sizes</u>		<u>Suggested</u>
	Column A	Column B	<u>Maximum</u>
Kindergarten	22		28
Elementary School Grades	25		30
Special Education	Not to exceed state recommended maximums		
Middle School (Grades 6, 7, 8)	25		32
High School			
English	22		28
Speech	22		28
Social Studies	25		32
Math	25		32
Science (up to the number of and/or lab, stations)	25		32
Foreign Language	25		32
Business (Number in class will be limited by work stations)	25		32
Data Processing/Computer Literacy		Up to number of student work stations	
Industrial Arts/Technical Education		Up to number of student work stations.	
Homemaking/Life Skills		Up to number of student work stations.	
Art I, II, III & IV		Up to number of student work stations.	
Art History	25		32
Health Ed. & Phys. Ed.	25		35
Phys. Ed. Only	25		40
Study Hall			Up to 80
Cafeteria			
Class Room	35		
Library			25

Work stations may be added if room and class size will accommodate. Association officers may pick up from the Administration regular working period reports of class membership.

C. Class Maximums

It is agreed that except as noted below, the number of students per class shall not exceed thirty-three (33).

1. Grades K-3 -- shall not exceed thirty (30)
2. Study Hall
3. Instrumental Music -- first year of classroom instruction shall be 33
4. Vocal Music
5. Physical Education

- D. Under no circumstances will any additional monies be paid for instructional class sizes of less than thirty (30) in grades K-3 or thirty-three (33) in grades 4-12.
- E. Regular Sustained Teaching During Preparation Period

The Board recognizes that in no way does an overload schedule for one teacher diminish the importance of this unassigned period of another. Teachers may volunteer to teach an additional class during their preparation period for a full semester or full school year. When the opportunity to teach during a preparation period arises, the following shall apply:

1. Any teachers interested in teaching during their preparation period must notify the Personnel Office and the SCEA President in writing by May 20th.
2. Teachers who teach an additional class shall be paid according to the following schedule:

Elementary – Prorated according to the additional portion of the day taught.
Middle/High School – One-sixth (1/6) per full year; one-twelfth (1/12) per semester of his/her salary exclusive of longevity.

- F. To implement the understanding regarding the number of students per class the following procedures will be adhered to:
 1. On the fourth (4th) Friday of each semester, a count of pupils per class shall be taken.
 2. In the event that a student count greater than thirty (30) in grades K-3 or thirty-three (33) in grades 4-5 has existed since the beginning of each semester, the teacher shall be paid an amount above his salary, proportionate (on a weekly basis) to 3.25% of the current BA-0 step of Schedule A per student per semester, retroactive to the first pay period of that semester.
 3. A teacher in grades 6-12, in circumstances identical to those in K-3 (above) shall be paid an additional amount on the basis of .65% of the current BA-0 step of Schedule A per student per class per semester.
 4. It is further understood that if on the day of the student count the number is thirty (30) in Grades K-3 or thirty-three (33) in grades 4-12 or less in a particular class, no additional monies will be paid for class overload prior to that date.
 5. If on or subsequent to the day of the count the number of students exceeds thirty (30) in grades K-3 or thirty-three (33) in grades 4-12, such teacher shall be paid a proportionate amount of the adjustment factor for the remaining weeks of the semester.
- G. Counselors will work the regular school year. If assigned additional time, they will be paid additional at their regular rate.

- H. The Association supports the view that every avenue of educational improvement must be investigated.

ARTICLE VIII

Protection

1. PROTECTION OF THE TEACHERS

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to offer all necessary help to the teacher in fulfilling his responsibilities to such pupil.
- B. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide all possible legal counsel and assistance to the teacher in his defense.
- C. Time lost by a teacher in connection with any incident mentioned in this Article, not compensated for under Worker's Compensation, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction.
- D. When a physical assault, or threat of physical assault occurs against a teacher, the following shall be in effect: The teacher will be excused during the time supervisor investigates the alleged physical assault or threat of a physical assault. The definition of an assault being causing or attempting to cause physical harm through force or violence. Depending on the severity of the situation, the teacher may be excused for the remainder of the day with pay without utilization of sick or personal time for that day, as determined by the supervisor. The excuse will not be unreasonably withheld by the supervisor.

Should the teacher require counsel from a professional and/or time to report the incident with law enforcement, the following work day, or the portion of the following work day needed to meet with law enforcement, shall be excused without loss of personal or sick time.

The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher which results from an assault on the teacher or an altercation in which the teacher is carrying out his duties that are not covered by any other means of redress.

- E. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar

materials are the tools of the teaching profession. The Board, therefore, agrees to keep the schools reasonably and properly equipped and maintained.

- F. Nothing in this article shall be construed as relieving the teacher of his responsibility for communicating and enforcing the policies regarding students as determined by the Board and published in the student handbook.
- G. Teachers shall not be required to work under conditions which are hazardous or unsafe. This excludes all normal school or teaching situations. Investigation shall be made of alleged health or safety hazards.
- H. Personal materials and equipment used in the classroom by teachers which is damaged or destroyed because of fire, wind, rain or other physical plant problems will be replaced or paid for by the Board.
- I. Student classroom assignments are made by the building principals. Students will be assigned to classes in such a manner as to equalize the ratio of boys and girls, retained and special education students and academic abilities. Parent requests will be taken under consideration if submitted in writing by May 15 of the school year. This section will be applied in accordance with state and federal law.

2. CORPORAL PUNISHMENT

- A. "Corporal Punishment" is defined as any deliberate infliction of physical pain by any means upon the whole or part of a pupil's body as a penalty or punishment.
- B. Teachers may use such reasonable physical force as may be necessary to:
 - 1. Protect himself, herself, pupils or others from physical injury.
 - 2. Obtain possession of a weapon or other dangerous object upon or within the control of a pupil.
 - 3. Protect property from physical damage.
- C. Teachers may use reasonable physical force for the purposes set forth in Section B above, but shall not be obligated to risk his/her own safety to perform such function. The parties agree that the use of physical force as set forth in Section B above does not constitute corporal punishment.
- D. The process of designing alternative methods to prevent and control student misconduct, without the use of physical punishment, begins with the understanding that there are three criteria all of which must be established in order for "corporal punishment" to have occurred:
 - 1. Was the act deliberately inflicted?
 - 2. Did physical/mental pain occur?
 - 3. Was the activity a penalty or punishment?

ARTICLE IX
(Section 1, 3, 5 and 9 do not apply to Alternative Academy Teachers)
Absence

1. **SICK DAYS**

- A. Each regular employee shall be granted sick days annually as follows, with unlimited accumulation:
1. 12 days for 38 week, 39 week, 40 week, and 41 week teachers.
 2. 13 days for teachers working more than 41 weeks up to and including 45 weeks.
 3. 14 days for teachers working 46 weeks or longer.
 4. Half of the above leave days for half-time teachers.
 5. Substitute teachers teaching less than 60 consecutive school days are not provided sick days. Those teachers teaching more than 60 consecutive school days shall receive such on a proportional basis.
 6. Sick days are to be used in no less than ½ day increments except when authorized by the building principal.
- B. Accrued sick days shall be credited to each employee on July 1 of each year or on the first day of employment for those working on a 44 week basis or less, and the new year's total allowance will be added at the beginning of the school year. If death occurs to a teacher while on active duty, payment will be made to the estate of the teacher for all of the teacher's unused accumulated sick days at the regular deduction rate of one/contract days.
- C. Temporary teachers paid on a day to day basis shall not be eligible for leave allowances.
- D. The total unused portion of the annual sick day allowance shall be permitted to accumulate without limit.
- E. Accumulated sick days shall be used only for personal illness, physical disability, death in immediate family, illness in immediate family, doctor or dentist appointments where illness is cause of appointment, except in extreme hardship cases. Exceptions shall require approval of the Superintendent.
- F. After the tenth working day of personal illness absence, a doctor's written statement shall be presented to the immediate supervisor. Such a statement should indicate the estimated duration of the illness. Upon the teacher's return to work after an illness of more than ten (10) working days duration, a statement shall be submitted from the doctor certifying that the teacher is capable of returning to work.

In cases where a pattern of absences is noticeable, a doctor's statement certifying illness or injury may be required. In any event a doctor's certification may be required after five (5) consecutive working days of illness.

If the illness, injury, or physical disability is of a serious or contagious nature, a certification from a physician certifying recovery may be required.

- G. No regular teacher forfeits or accumulates sick days during approved leaves of absence periods. However, the teacher shall not be eligible to use sick days while on leave of absence.
- H. Resignation
 - 1. A teacher desiring to resign must file a letter of resignation with the office of Personnel.
 - 2. Any teacher discontinuing his services in any other manner shall forfeit his rights to continuing tenure.
 - 3. On the date the teacher's resignation becomes effective all salary, fringe benefits and accumulated sick days automatically terminate.
- I. A teacher absent longer than seven (7) calendar days because of an illness or injury incurred as a result of performing services for the Board shall be covered by the Workers' Compensation Act. (See Workers' Compensation.)

2. INCLEMENT WEATHER

- A. The Association recognizes that the responsibility for determining whether or not school shall be in session during inclement weather rests solely with the Superintendent. Teachers agree to make all reasonable efforts to report for duty on days that school is in session. When school is closed due to inclement weather, fires, epidemics, mechanical breakdown or health conditions, teachers shall not be required to report. Should teachers report and a building then be closed, teachers shall not be required to remain.
- B. Teachers who are unable to report because of inclement weather when school is in session shall be allowed to use personal leave days or sick leave days if no personal leave days are available.

3. PERSONAL BUSINESS

- A. Three days of the above sick days may be used for personal business with notification of absence only. These three days may accrue as sick days if not used on personal business but will not accrue as personal business days. No paid personal business day can be taken the day before or the day after school is closed for a holiday without approval of the Superintendent.
- B. Additional personal business days to those included above (Paragraph A) shall be without pay. Deduction shall be at a rate of 1/contract days. Except in cases of unforeseen circumstances, any use of this Paragraph in excess of 5 consecutive school days shall require approval by the Board.

Days used under this section may not be used in conjunction with personal business days under Section A above or with compensatory time days. Exceptions may be granted at the discretion of the Superintendent or designee.

4. DETACHED SERVICE LEAVE

A teacher who is elected to public office, or as a state or national level Association officer in a position which benefits all Bargaining Unit Members regardless of Association membership, shall be granted a leave without pay upon request, years to count as years of service with a maximum of four (4) years.

5. BEREAVEMENT LEAVE

- A. Four (4) consecutive calendar days per death beginning with the day of death or the first day after death, are allowed if the death is in the immediate family. Immediate family shall be defined as teacher or spouse's child, foster child, parent, grandparent, grandchild, brother, sister, spouse, step parents, in-laws, or any individual who has lived in the teacher's immediate household for at least five years.
- B. One (1) additional day will be allowed because of the need to travel distances of 100 miles or more one way to attend funeral of a member of the immediate family.
- C. If additional days are needed, two (2) days will be allowed to be taken from sick days to attend funeral of members of the immediate family.
- D. One (1) work day will be allowed to attend the funeral of a close relative not included in Paragraph A. Close relative shall include aunts, uncles, first cousins, nieces, and nephews.
- E. Additional days to any of the above may be granted at the discretion of the Superintendent.
- F. Teachers who attend a funeral as a representative of the school district with the permission of the building administrator shall be granted bereavement leave with no loss of pay.

6. MATERNITY, ADOPTION LEAVE OR FMLA

- A. Leave for pre-natal and/or post-natal child rearing or situation of adoption shall be granted upon request. Application for such leave must be made in writing with a reasonable period of notice. The date of the beginning and ending of such leave shall be scheduled to make only one interruption during the school year. All other leave of absence provisions apply to this category.
- B. Family Medical Leave Act "FMLA" request will be granted within the framework of the law. It is the responsibility of the employee to file said request in a timely manner.

7. LEAVES OF ABSENCE (All leaves are without pay unless otherwise specified.)

- A. All requests for leaves of absence by teachers must be in writing and filed at the office of the Director of Personnel.
- B. Leaves of absence must be approved by the Board for teachers to maintain tenure status with the school system. The Board grants leaves for study, maternity, health, and detached service. Leaves will be considered on an individual basis. Leaves of absence will be granted only after completion of tenure probationary service requirements with the Swartz Creek Community Schools.
- C. A leave of absence shall not serve to terminate continuing tenure.
- D. Teachers on leave of absence for other than military service, or approved teaching, will not receive years-of-service credit on the salary scale for the period of the leave.

- E. Teachers may not accumulate sick days during a leave of absence. Sick day accumulation previous to leave shall be credited upon return.
- F. Except in case of unforeseen circumstances, any teacher desiring leave of absence shall make the request to the office of Director of Personnel at least thirty calendar days prior to the beginning of the period for which the leave is to be granted.
- G. A leave of absence granted to a teacher shall normally not be extended beyond a period of three consecutive years. Each consecutive annual leave shall require approval by the Board.
- H. Full experience credit shall be granted for any semester in which a teacher works 50% + 1 of the scheduled student days.

8. RETURN FROM LEAVE PROCEDURE

- A. A teacher on leave for at least a semester shall be required to notify the office of Superintendent in writing, not less than ninety calendar days prior to the expiration of leave, whether he desires to return to employment or to extend his leave. A teacher not conforming to the notice requirement may have his employment terminated. Tenure teachers will be notified of the intent to terminate under the conditions established in the State School Code.
- B. Any teacher granted a leave of absence shall retain his previously earned seniority when he returns.

9. SICK LEAVE

- A. When a teacher has used all of his accumulated sick days, he shall be placed on unpaid sick leave (subject to insurance coverage) until he is medically qualified to return to work.
- B. Fringe benefits for the teacher shall be paid by the Board through August of the current school year.
- C. A teacher placed on sick leave shall accrue seniority during said leave. The teacher is covered by staff reduction article.
- D. Teachers returning from sick leave during the school year shall give advance notice to the Director of Personnel when able to return to work.
- E. Teachers on sick leave beyond the current school year shall follow the return from leave procedure.

ARTICLE X

(This Articles does not apply to Alternative Academy Teachers)

Seniority

Seniority shall be defined as non-terminated years of bargaining unit service in the Swartz Creek Community Schools. Development of the seniority list shall follow the following guidelines.

1. Prior to the 1979 school year seniority shall be credited from the recorded date of hire.
2. Commencing with the beginning of the 1979 school year seniority shall be credited from the first day of work.
3. The first day of work for a teacher hired on a temporary contract (Schedule E) who is then hired as a permanent employee, without a break in service, shall be the first day of work under the temporary contract.
4. Partial year adjustments to seniority shall be made by work days.
5. Beginning with the 1992-93 school year seniority for teachers teaching less than full time will be credited in proportion to time worked. (i.e., a two hour assignment would accrue two-fifths of a year of seniority)
6. No more than one year of seniority may be earned in a calendar year. Seniority is earned only for the regular school year.
7. The seniority list shall show the teachers hire date if hired prior to the beginning of the 1979 work year, or the first day of work beginning with the 1979 school year, seniority date, and the beginning and ending date of any leave.
8. Ties in seniority shall be broken by lottery. A tie exists only when the seniority date and the first day of work for teachers hired commencing with the 1979 school year or hire date for teachers hired prior to the 1979 school year, are the same. Should the seniority date of two or more teachers be the same the teacher with the earlier hire date for teachers hired prior to the 1979 school year or first day of work for teachers hired commencing with the beginning of the 1979 school year, would be the senior employee. Procedures for conducting the lottery shall be developed by the negotiating teams for the Board and the Association and approved by the Representative Council.

In developing the initial seniority list the parties recognize the limitation of existing records. Teachers will be given adequate time to review the list and provide documentation for any changes requested.

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ARTICLE XI
(Sections 4 and 5 do not apply to Alternative Academy Teachers)
Miscellaneous

1. **DURATION OF AGREEMENT**

- A. This agreement shall be effective as of November 22, 2013 and shall continue in effect until the 30th day of June 2016. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. No teacher covered by the terms of this agreement will be penalized, threatened, punished, or demoted because of any participation in collective bargaining activities.

2. **MASTER AGREEMENT PRINT-UP**

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

3. **CURRICULUM COUNCIL**

Curriculum Council provides an important forum for discussion of curricular, student achievement, from preschool through graduation, and professional developmental issues. The composition of the Council's membership will be determined through a consensus process by the district's PEP committee. This will be reviewed annually. Curriculum Council parameters include the following:

- * support of District Strategic Plan
- * support of District Professional Development Plan
- * support of curriculum development and assessment
- * review of all curriculum changes

The Board and Association recognize that teacher participation in these initiatives is desirable in providing results for students. The parties agree to adhere to the collective bargaining agreement.

Annual meeting times and dates will be determined by the Curriculum Council. The Council may provide the Board of Education with periodic reports and recommendations, including minority reports.

4. **JOB SHARING**

- A. Job sharing shall mean the occupation of a single staff position by two (2) individuals with each assignment being at least forty percent (40%).
- B. Employment conditions for participants in the Job Sharing program with the Swartz Creek Community Schools are as follows.
1. The Job Sharing Agreement will be for the contractual year. In order to continue in the program for the following year, the employee shall re-apply and request will be honored if possible.

2. The employee reserves the right to return to full-time service the following year. Said return shall be to an open position if available.
3. Daily work schedules shall be determined jointly between the job sharing participants, the administration and the Association. Job Sharing participants shall discuss and come to agreement on the following with their principals prior to the start of the Job Sharing assignment:

Parent-Teacher Conferences
 Grade/Department Meetings
 Staff Meetings
 Professional Development
 Half Days
 Communication with immediate supervisor and process to be used
 Mutual planning time/Individual Planning time
 Curriculum Responsibilities
 Grading procedures

If agreement has not been reached by August 1, the job sharing shall not take place.

4. Remuneration shall consist of the pro-rated payment of salary, retirement and insurance premiums, subject to carrier restrictions. Total pro-rata cost of fringe benefits may be applied to health insurance and all benefits including sick days. Pro-rata is defined as the appropriate portion of both contact and preparation time.
5. In order to provide continuity on a daily basis, when a substitute is needed, job sharing partner can work entire day at the rate of .063% of B.A.-0 step per extra hour taught.
6. Requests for renewal and new requests for a Job Sharing agreement must be filed in writing by May 1st to the Director of Personnel. By mutual agreement requests received after May 1st may be considered.

5. RETRAINING

- A. Identification of Critical Need Areas
 Prior to May 1, of each year, three (3) representatives of the Board and three (3) representatives of the Association shall meet and identify areas of critical need. These shall be areas in which the number of certified teachers is presently below or is projected to be below the requirements of the District.
- B Retraining Incentives
 Teachers wishing to retrain in areas identified by the Critical Needs Committee shall file a letter with the Superintendent or his designee requesting consideration and approval for retraining. The following factors will be considered when approving retraining requests:

The number of credits already earned toward certification.

Presentation of a planned program toward certification.

The approval of the retraining request would not create another critical need area.

Any teacher teaching outside of his major or minor shall qualify for retraining incentives. Upon approval the teacher may then choose one of the following options:

1. Undergraduate credits leading to certification in area of need will be counted as credits for movement on the Salary Schedule.
2. The Board will reimburse the teacher for the cost of tuition and fees plus the cost of required books necessary to retrain in the area of need.
3. The teacher will be granted an unpaid leave of up to one year to retrain and meet certification requirements provided said teacher's schedule can be covered by remaining building staff. Exceptions to this requirement may be granted by the Superintendent. The Board will continue to pay all fringe benefit costs. In the event that a teacher does not follow a prescribed full-time program leading toward certification, or does not return at the end of the year to the school system, he shall reimburse the school district for all fringe benefit costs paid during the leave.

6. SPECIAL EDUCATION PROGRAM PLACEMENT

The Board and the Association agree the following procedure will be used to effect a fair distribution of special programs throughout the district. This section will be applied in accordance with state and federal law.

A fair distribution of special programs (i.e., EI, EMI, Gifted/Talented, LD Classroom) classes into elementary buildings will be effected on a three year cycle. A committee comprised of Assistant Superintendent of Instruction (Chair), the Director of Special Education, an Elementary Principal, and three (3) Teachers appointed by the Association will review and recommend the placement. The following criteria is by way of illustration and not limitation of variables which will be considered by the committee.

1. Student residence
2. Elementary school attendance area
3. Number of regular classroom sections per grade level
4. Classroom space availability

7. LEAST RESTRICTIVE ENVIRONMENT

L.R.E. activities will be addressed during monthly problem solving meetings between the Board and SCEA representatives. No implementation of activities related to L.R.E. will occur without prior negotiations if such activities change the working conditions of bargaining unit members. This section will be applied in accordance with state and federal law.

8. SECURITY CAMERAS

Use of security cameras shall be used for the purpose of maintaining the security and safety of staff and students.

9. PROFESSIONAL EDUCATORS PANEL (PEP)

- A. The Board and the Association support the concept of Collaborative Negotiations and will work as a team to resolve mutual concerns and problems.
- B. In order to facilitate communications between the Board and the Association, a Professional Educators Panel (PEP) comprised of Negotiating representatives from the Association and the Board will meet on a monthly basis to discuss topics (i.e., staffing, curriculum council membership) and resolve issues and problems. Agendas will be pre-approved no later than the Friday before the PEP meeting by the SCEA President and Assistant Superintendent or their designee.
- C. Employees, Immediate Supervisors/Administrators, and Association representatives are expected to share their problems and concerns at the program/building level or with the appropriate administrator so that the problem or concern can be researched, discussed and resolved at the lowest possible level.
- D. Problems and concerns that cannot be resolved at the program/building level or that may more appropriately be taken initially at the Professional Educators Panel (PEP) may be referred to PEP by an employee, the Association, a Supervisor, or the Board.
- E. Nothing in this Article shall be construed to prevent the employee or the Association from filing a grievance, or to prevent either party from making a negotiations proposal.

SWARTZ CREEK COMMUNITY SCHOOLS BOARD OF EDUCATION

By _____
President

By _____
Secretary

SWARTZ CREEK EDUCATION ASSOCIATION

By _____
President

By _____
Secretary

Schedule A – Wages 2015 - 2018

2012 -2013

- No longevity service credit because there was no Collective Bargaining Agreement

2013-2014

Eligible Bargaining unit members will receive:

- Credit with 1 year longevity service for the 2013-2014 school year

2014-2015

Eligible Bargaining unit members will receive:

- Credit with 1 year longevity service for the 2014-2015 school year
- ½ Longevity multiplier increase of .75% instead of 1.5%
- No retroactive pay for longevity for this year

2015-2016

Eligible Bargaining unit members will receive:

- ½ step increase
- Full lane increase
- Credit with 1 year longevity service credit for the 2015-2016 school year
- ½ Longevity multiplier increase of .75% instead of 1.5%

2016-2017

Eligible Bargaining unit members will receive:

- Full step increase
- Full lane increase
- Credit with 1 year longevity service credit for the 2016-2017 school year
- Full longevity multiplier increase of 1.5% following Schedule C

2017-2018

Eligible Bargaining unit members will receive:

- Full step increase
- Full lane increase
- Credit with 1 year longevity service credit for the 2017-2018 school year
- Full longevity multiplier increase of 1.5% following Schedule C

*None of the above language is intended to be precedent setting for future years.

** The signing of this agreement will considered settled Grievance #900-12102014-1 and the District agrees to split the costs with the SCEA associated with withdrawing the grievance.

Contract Changes:

- Schedule C, 4. will add 2013-14 after the 1982-83 school year.

TEACHER SALARY SCHEDULE

Teacher Salary Schedule for the 2015-2016, 2016-2017, & 2017-2018 school year.

Step	BA	BA+18	BA+30 or MA	MA+15	MA+30
0	\$38,278	\$40,282	\$0	\$0	\$0
0.5	\$39,278	\$41,340	\$0	\$0	\$0
1	\$40,282	\$42,393	\$44,613	\$0	\$0
1.5	\$41,340	\$43,504	\$45,783	\$0	\$0
2	\$42,393	\$44,613	\$46,953	\$49,412	\$52,002
2.5	\$43,504	\$45,783	\$48,182	\$50,707	\$53,363
3	\$44,613	\$46,953	\$49,412	\$52,002	\$54,726
3.5	\$45,783	\$48,182	\$50,707	\$53,363	\$56,161
4	\$46,953	\$49,412	\$52,002	\$54,726	\$57,594
4.5	\$48,182	\$50,707	\$53,363	\$56,161	\$59,103
5	\$49,412	\$52,002	\$54,726	\$57,594	\$60,610
5.5	\$50,707	\$53,363	\$56,161	\$59,103	\$62,200
6	\$52,002	\$54,726	\$57,594	\$60,610	\$63,786
6.5	\$53,363	\$56,161	\$59,103	\$62,200	\$65,458
7	\$54,726	\$57,594	\$60,610	\$63,786	\$67,132
7.5	\$56,161	\$59,103	\$62,200	\$65,458	\$68,888
8	\$57,594	\$60,610	\$63,786	\$67,132	\$70,647
8.5	\$0	\$62,200	\$65,458	\$68,888	\$72,502
9	\$0	\$63,786	\$67,132	\$70,647	\$74,349
9.5	\$0	\$65,444	\$68,877	\$72,486	\$76,284

RETIREMENT SALARY SCHEDULE INCENTIVE

For the 2015-2016 school year, if a bargaining unit member notifies the Executive Director of Human Resources in writing by 5:00 pm on August 14, 2015 that they will resign or retire no later than June 30, 2016, that individual will be placed on the below listed schedule, for the 2015 -2016 school year.

The parties agree that, to the best of their ability, the individual's resignation or retirement will be kept confidential until April 1, 2016. Written notification will be considered irrevocable and must clearly state the date of resignation or retirement.

Step	BA	BA+18	BA+30 or MA	MA+15	MA+30
0	\$38,861	\$40,895			
0.5	\$39,876	\$41,970			
1	\$40,895	\$43,039	\$45,292		
1.5	\$41,970	\$44,166	\$46,480		
2	\$43,039	\$45,292	\$47,668	\$50,164	\$52,794
2.5	\$44,166	\$46,480	\$48,916	\$51,479	\$54,176
3	\$45,292	\$47,668	\$50,164	\$52,794	\$55,559
3.5	\$46,480	\$48,916	\$51,479	\$54,176	\$57,016
4	\$47,668	\$50,164	\$52,794	\$55,559	\$58,471
4.5	\$48,916	\$51,479	\$54,176	\$57,016	\$60,003
5	\$50,164	\$52,794	\$55,559	\$58,471	\$61,533
5.5	\$51,479	\$54,176	\$57,016	\$60,003	\$63,147
6	\$52,794	\$55,559	\$58,471	\$61,533	\$64,757
6.5	\$54,176	\$57,016	\$60,003	\$63,147	\$66,455
7	\$55,559	\$58,471	\$61,533	\$64,757	\$68,154
7.5	\$57,016	\$60,003	\$63,147	\$66,455	\$69,937
8	\$58,471	\$61,533	\$64,757	\$68,154	\$71,723
8.5		\$63,147	\$66,455	\$69,937	\$73,606
9		\$64,757	\$68,154	\$71,723	\$75,481
9.5		\$66,441	\$69,926	\$73,590	\$77,446

<u>Activity</u>	<u>Assignment</u>	<u>Base Salary BA-0</u>
Football	Varsity	13.4
	Asst. Varsity (2 positions)	8.2
	Junior Varsity	8.2
	Asst Junior Varsity	6.7
	Freshman	6.7
	Asst. Freshman	6.0
	Middle School 7 th & 8 th (4 positions)	4.5
Forensics	High School-If not reg. class	5.0
Golf	Varsity Boys	7.0
	Varsity Girls	7.0
	Junior Varsity Boys	4.0
	Junior Varsity Girls	4.0
High School Band		6.0
High School Vocal Music		6.0
Hockey	Varsity	11.0
	Assistant Varsity	6.7
Intramural	Middle School-Per position/18 week program (2 positions)	4.5
	School Year (Reg. sched. class)	5.0
Marching Band	School Year (Not reg. sched. class)	8.0
	Summer Program (Two-week extension of teacher contract)	
	Middle School Band Director	3.0
Peer Counseling		2.0
Physical Conditioning		3.5
Pep Squad	Middle School (2)	4.5
Pom Squad		4.5
Quiz Bowl	High School	4.0
	Middle School	4.0
Science Olympiad	High School	4.0
	Middle School	4.0
Soccer	Varsity Boys	10.4
	Varsity Girls	10.4
	Assistant Varsity	4.5
	Junior Varsity Boys	6.7
	Junior Varsity Girls	6.7

<u>Activity</u>	<u>Assignment</u>	<u>Base Salary BA-0</u>
Softball	Varsity	10.4
	Assistant Varsity	6.7
	Junior Varsity	6.7
	Freshman	6.7
	Middle School 7 th & 8 th	4.1
Speedball	Varsity	6.0
Swimming	Varsity Boys	11.0
	Varsity Girls	11.0
	Asst. Varsity Boys	6.7
	Asst. Varsity Girls	6.7
	Middle school 7 th & 8 th Co-ed	4.5
Tennis	Synchronized Swim	5.0
	Boys	7.0
	Girls	7.0
Track	J.V. Tennis	4.5
	Varsity Boys	10.4
Track	Varsity Girls	10.4
	Asst. Varsity Boys	6.7
	Asst. Varsity Girls	6.7
	Middle School Boys 7 th & 8 th	4.1
	Middle School Girls 7 th & 8 th	4.1
	Volleyball	Varsity
Volleyball	Junior Varsity	6.7
	Freshman	6.7
	Middle School Girls 7 th	4.5
	Middle School Girls 8 th	4.5
	Wrestling	Varsity
Wrestling	Junior Varsity	6.7
	Middle School 7 th & 8 th	4.5
	Yearbook	High School (1 hour class)
Yearbook	Middle School	2.0

When safety concerns, numbers of participants or additional programs necessitate Schedule B changes, the SCEA Negotiating Team and Administration will collaboratively determine the appropriate level of compensation. The final decision to place a new position within Schedule B shall be determined by the Superintendent.

SCHEDULE C

1. Pay for substituting during conference hour will be at the rate of .063% of BA-0 step per period. Elementary teachers substituting during regularly scheduled sections of physical education, music and art qualify on a proportional basis.
2. Pay for working at athletic contests will be \$5.15 per hour including one-half (1/2) hour before and after the event.
3. Driver Education and Summer School pay will be at the rate of .063% of BA-0 step per hour.
4. One and one-half percent (1-1/2%) of the top step of a teacher's appropriate salary column shall be paid over schedule to each teacher starting with the completion of 15 years at Swartz Creek. An additional 1-1/2% will be paid for each additional 5 years of service at Swartz Creek. Teachers will receive credit for the 1982-83 school year for the purpose of longevity credit.
5. Nurse's Salary:
 - a. A registered nurse with a baccalaureate or master's or advanced degree shall be placed on the teacher's salary schedule commensurate with his preparation.
 - b. A registered nurse with three years' preparation (non-degree) shall be placed on a nurse's salary schedule. The steps of this schedule shall be ten (10) percent less than the comparable step on the BA column for the first three (3) years at Swartz Creek. The steps of this schedule shall be five (5) percent less than the comparable step on the BA column after three (3) years at Swartz Creek.
 - c. A registered nurse (degree or non-degree) shall receive full credit on the nurse's schedule for outside experience in school nursing or public health nursing.
6. Department Specialist:
 - a. Any department at the High School or Middle School, except Special Education, that has the equivalent of five (5) or more full time teaching positions shall have a department specialist. Departments will recommend, to the principal, a department specialist from among its members. The principal may reject the recommendation of the department if a credible reason can be established. If the department recommendation is rejected, the principal shall request a new recommendation.
 - b. Duties:
 1. The department specialist shall assist in orientation of new teachers in the department, with the curriculum, and methods of teaching.
 2. The department specialist shall recommend building level curriculum changes and assist in their implementation including textbooks and equipment.
 3. The department specialist shall communicate between the principal and the department staff.
 4. The department specialist shall not be considered a supervisory employee.
 5. The department specialist shall assist in the development of the department budget.

6. Department specialist shall be representatives to the curriculum council.
 - c. Compensation – Any teacher selected as department specialist of a department having five or more members, shall be compensated at 4.2% of the BA-0 Step per the SCEA/Board of Education Agreement.
 - d. Department Specialist shall be in place by September 30th of each school year.
7. Retirement Incentive:
- a. Upon retirement each teacher shall receive payment for unused sick days at the rate of \$50.00 per day to a maximum of 200 days.
 - b. Upon retirement each teacher shall receive a lump sum payment of \$3,000.00.
 - c. In the last pay of June the board will pay employees a \$500 early notification bonus when teachers retiring in June of that year notify the Personnel Office in writing by March 30th of their intent to retire.
 - d. In order to qualify for the benefits in "a", "b", and "c" above, the following conditions must be met:
 1. The teacher must have at least ten years' experience in Swartz Creek.
 2. The teacher must be at least 55 years of age or eligible for retirement benefits under the Michigan Public School Employee Retirement System.

SCHEDULE D
Calendars and Daily Schedules

OPEN HOUSE DATES & TIMES
To Be Determined by Calendar

Teachers are expected to be available for 60 minutes with specific times to be arranged by majority vote of building staff in the spring. No open house will begin prior to 6:00 p.m.

Should days in addition to those contained in the calendars be required to meet the minimum days of instruction, the parties will meet prior to May 1 to make necessary arrangements.

Should teachers be required to report and the day be disallowed for State Aid, teachers will be paid for the day.

Professional Record Day: For the 2014-2015 school year, with the exception of the last record day (which must be worked at school until the checkout procedures are completed), teachers may choose to work their record days at school or at an alternative location. In order to qualify to work the record day at an alternative location, teachers must remain at school for a minimum of Thirty (30) minutes after students are released in order to meet with students/parents as necessary. Teachers must further ensure that all grades/records are turned in prior to their building deadline. Failure to meet the building deadline for turning in grades/records will result in one calendar year in which the teacher must work all record days at school. A second failure to meet building deadlines for turning in grades/records will result in a ban from the Professional Record Day program.

One Professional Day (PD) held during non-school hours may be scheduled outside the normal PD schedule with prior approval of the building principal and the assistant superintendent for instruction. Approval must be received no later than Two (2) weeks prior to the PD day being replaced. Upon completion of the PD, the teacher will be excused from six hours of District scheduled PD; the date of the six hours missed will be determined by the building principal and assistant superintendent for instruction. Approval is at the discretion of the principal and assistant superintendent, and may not be grieved.

2013-2014 Calendar

Tuesday, August 27, 2013	Teacher Professional Development Day 8:00 a.m.-3:00 p.m.
To be determined for a date	Middle School Open House/Parent Night 6-8 grades, 6:00-7:00 p.m.
Wednesday, August 28, 2013	Teacher Professional Development Day 8:00 a.m.-12:00 p.m.
Tuesday, September 3, 2013	Students' First Day (1/2 Day-p.m.) Full Day for Teaching Staff-HS Open House
Thursday, September 12, 2013	Elementary Open Houses
Wednesday, September 18, 2013	Early Release Day Students K-12-Professional Development Day
Wednesday, October 23, 2013	Early Release Day Students K-12-Professional Development Day
Friday, November 1, 2013	End of 1 st marking period ½ Day a.m. K-5
Monday, November 11, 2013	Elementary School Parent/Teacher Conferences 5-8 p.m.(Full Day for Students)
	High School Parent/Teacher Conferences 3-6 p.m. (Full Day for Students)
Tuesday, November 12, 2013	Middle School Parent/Teacher Conferences 4-7 p.m.(Full Day for Students)
Wednesday, November 13, 2013	Elementary School Parent/Teacher Conferences 1-3:30 p.m. 5-7 p.m. (1/2 day for grades K-5 students)
	High School Parent/Teacher Conferences 5-8 p.m. (Full Day for Students)
Thursday, November 14, 2013	Middle School Parent/Teacher Conferences 12:30-2 & 4-7 p.m. (1/2 day MS Students only)
	Early Release Day Students K-12-Professional Development Day
Wednesday, November 20, 2013	Thanksgiving Day- No School K-12
Thursday, November 28, 2013	No School K-12
Friday, November 29, 2013	No School K-12
Friday, December 20, 2013	Holiday Recess Begins at the end of the day
Monday, January 6, 2014	School Resumes
Monday, January 20, 2014	Teacher Professional Development Day (MLK Day) No students K-12
Thursday, January 23, 2014	½ day for High School Student a.m. for Final Exams
Friday, January 24, 2014	End of 1 st Semester, ½ Day a.m. K-12 students –Full Day for Teaching Staff
Monday, February 17, 2014	President's Day No School K-12
Wednesday, February 19, 2014	Early Release Day Students K-12-Professional Development Day
Wednesday, March 19, 2014	Early Release Day Students K-12- Professional Development Day
Tuesday, March 25, 2014	Elementary School Parent/Teacher Conferences 1-3:30 p.m. 5-7 p.m. (1/2 Day for Grades K-5 Students)
	Elementary School Parent/Teacher Conferences 5-8 p.m. (Full Day for Students)
Thursday, March 27, 2014	End of 3 rd Marking Period, No School K-5
Friday, March 28, 2014	Spring Recess Begins at the end of the day
Friday, April 4, 2014	School Resumes
Monday, April 14, 2014	Good Friday, No School K-12
Friday, April 18, 2014	Early Release Day Students K-12- Professional Development Day
Thursday, April 24, 2014	Memorial Day No School K-12
Monday, May 26, 2014	Teacher Professional Development Day No students K-12
Friday, May 30, 2014	½ Day a.m. for High School Students for Final Exams
Thursday, June 12, 2014	Last Day for Students -1/2 AM all students (Full Day for Teaching Staff); End of 2 nd semester.
Friday, June 13, 2014	

181 Student Days – Elementary
 182 Student Days – Middle School
 181 Student Days-High School
 186.5 F.T.E. Teacher Days

*Spring Recess subject to change dependent on State of Michigan mandated testing days.

2014-2015 Calendar

Tuesday, August 26, 2014	Teacher Professional Development Day 8:00 a.m.-3:00 p.m.
Wednesday, August 27, 2014	Teacher Professional Development Day 8:00 a.m.-12:00 p.m.
Tuesday, September 2, 2014	Students' First Day (1/2 Day-p.m.) Full Day for Teaching Staff HS – 11:16 a.m. – 2:20 p.m. MS – 11:26 a.m. – 2:30 p.m. Elementary – 12:30 p.m. – 3:40 p.m.
	High School Open House - 6:00 p.m. – 7:00 p.m.
Wednesday, September 3, 2014	Middle School Open House/Parent Night 6-8 grades, 6:00 p.m. - 7:00 p.m.
Thursday, September 11, 2014	Elementary Open Houses
Wednesday, September 17, 2014	Early Release Day Students K-12-Professional Development Day
Wednesday, October 22, 2014	Early Release Day Students K-12-Professional Development Day
Friday, October 31, 2014	End of 1 st marking period ½ Day a.m. K-5
Monday, November 10, 2014	Elementary School Parent/Teacher Conferences 5-8 p.m.(Full Day for Students) High School Parent/Teacher Conferences 3-6 p.m. (Full Day for Students) Middle School Parent/Teacher Conferences 4-7 p.m.(Full Day for Students)
Tuesday, November 11, 2014	Elementary School Parent/Teacher Conferences 1-3:30 p.m. 5-7 p.m. (1/2 day for grades K-5 students)
Wednesday, November 12, 2014	High School Parent/Teacher Conferences 5-8 p.m. (Full Day for Students)
Thursday, November 13, 2014	Middle School Parent/Teacher Conferences 12:30-2 & 4-7 p.m. (1/2 day MS Students only)
Friday, November 14, 2014	Early Release Day Students K-12-Professional Development Day
Thursday, November 27, 2014	Thanksgiving Day- No School K-12
Friday, November 28, 2014	No School K-12
Friday, December 19, 2014	Holiday Recess Begins at the end of the day
Monday, January 5, 2015	School Resumes
Monday, January 19, 2015	Teacher Professional Development Day (MLK Day) No students K-12
Thursday, January 22, 2015	½ day for High School Student a.m. for Final Exams
Friday, January 23, 2015	End of 1 st Semester, ½ Day a.m. K-12 students –Full Day for Teaching Staff
Monday, February 16, 2015	President's Day No School K-12
Wednesday, February 18, 2015	Early Release Day Students K-12-Professional Development Day
Wednesday, March 18, 2015	Early Release Day Students K-12- Professional Development Day
Tuesday, March 24, 2015	Elementary School Parent/Teacher Conferences 1-3:30 p.m. 5-7 p.m. (1/2 Day for Grades K-5 Students)
Thursday, March 26, 2015	Elementary School Parent/Teacher Conferences 5-8 p.m. (Full Day for Students)
Friday, March 27, 2015	End of 3 rd Marking Period, No School K-5
Thursday, April 2, 2015	Spring Recess Begins at the end of the day
Monday, April 13, 2015	School Resumes
Thursday, April 23, 2015	Early Release Day Students K-12- Professional Development Day
Monday, May 25, 2015	Memorial Day No School K-12
Friday, May 29, 2015	Teacher Professional Development Day No students K-12
Thursday, June 11, 2015	½ Day a.m. for High School Students for Final Exams
Friday, June 12, 2015	Last Day for Students -1/2 AM all students (Full Day for Teaching Staff); End of 2 nd semester.

2015-2016 Calendar

Calendar 2015/16 will have a minimum of 181 student days and 186.5 teacher days. Days and hours of instruction shall meet the law and pupil accounting standards. The 2015-2016 calendar shall be determined by the Parties' respective calendar teams through the normal negotiations process. The calendar shall be finalized no later than June 1, 2015.

HIGH SCHOOL REGULAR SCHEDULE

Teachers report:		START- 7:17 A.M.	END-2:35 P.M.
1 st Hour	7:30-8:30		
2 nd Hour	8:35-9:35		
3 rd Hour	9:40-10:40		
4 th Hour	10:45-12:15	(A lunch) 10:40-11:15	
		(B lunch) 11:15-11:45	
		(C lunch) 11:45-12:15	
5 th Hour	12:15-1:15		
6 th Hour	1:20-2:20		

High School First day Schedule (no change)

1 st Hour	11:16-11:45
2 nd Hour	11:50-12:16
3 rd Hour	12:21-12:47
4 th Hour	12:52-1:18
5 th Hour	1:23-1:49
6 th Hour	1:54-2:20

High School ½ day
7:30-10:41

High School Early Release Days

1 st Hour	7:30-8:04		
2 nd Hour	8:09-8:43		
3 rd Hour	8:48-9:22		
4 th Hour	9:27-10:01		
5 th or 6 th Hour	10:06-10:40	(A Lunch 10:40-11:10)	5 th Hour 10:06-10:40
5 th or 6 th Hour	10:45-12:05	(B Lunch 11:10-11:40)	6 th Hour 10:45-12:05
5 th or 6 th Hour	10:45-12:05	(C Lunch 11:40-12:10)	6 th Hour 10:45-12:05

MIDDLE SCHOOL SCHEDULE

Middle School Regular Schedule

Teacher report	time		START 7:22 A.M.		END 2:40 P.M.
1 st Hour	7:40-8:40				
2 nd Hour	8:45-9:45				
3 rd Hour	9:50-10:50				
4 th Hour	10:55-12:20	(A lunch)	10:50-11:20		
		(B lunch)	11:20-11:50		
		(C lunch)	11:50-12:20		
5 th Hour	12:25-1:25				
6 th Hour	1:30-2:30				

Middle School first Day of School (no change)

1 st Hour	11:26-11:55
2 nd Hour	12:00-12:26
3 rd Hour	12:31-12:57
4 th Hour	1:02-1:28
5 th Hour	1:33-1:59
6 th Hour	2:04-2:30
Middle School ½ Day	
7:40-10:51	

Middle School Early Release Days

1 st Hour	7:40-8:13				
2 nd Hour	8:18-8:51				
3 rd Hour	8:56-9:29				
4 th Hour	9:34-10:07	4 th hour	9:34-10:07	4 th Hour	9:34-10:07
A Lunch	10:45-11:15	5 th hour	10:12-10:45	5 th Hour	10:12-10:45
5 th Hour	10:12-10:45	B Lunch	11:15-11:45	6 th Hour	10:50-12:15
6 th Hour	10:50-12:15	6 th Hour	10:50-12:15	C Lunch	11:45-12:15

ELEMENTARY SCHEDULE

Elementary Regular Schedule

Teachers Report

Start 8:29 End 3:47

Teachers will be at their assigned area

8:32

8:40-3:40

(40 minute lunch)

Elementary First Day Schedule (no change)

12:30-3:40

Elementary ½ Day

8:40-11:55

Elementary PD Early Release Days

8:40-1:30

Professional Development

		Start	End	
August 27, 2013	All	8:00 A.M.	3:00 P.M.	60 min. lunch
August 28, 2013	All	8:00 A.M.	12:00 P.M.	
September 18, 2013	HS	12:05 P.M.	2:35 P.M.	no lunch
	MS	12:15 P.M.	2:40 P.M.	no lunch
	Elem	1:30 P.M.	3:50 P.M.	no lunch
October 23, 2013	HS	12:05 P.M.	2:35 P.M.	no lunch
	MS	12:15 P.M.	2:40 P.M.	no lunch
	Elem	1:30 P.M.	3:50 P.M.	no lunch
November 20, 2013	HS	12:05 P.M.	2:35 P.M.	no lunch
	MS	12:15 P.M.	2:40 P.M.	no lunch
	Elem	1:30 P.M.	3:50 P.M.	no lunch
January 20, 2014	All	8:00 A.M.	3:00 P.M.	60 min. lunch
February 19, 2014	HS	12:05 P.M.	2:35 P.M.	no lunch
	MS	12:15 P.M.	2:40 P.M.	no lunch
	Elem	1:30 P.M.	3:50 P.M.	no lunch
March 19, 2014	HS	12:05 P.M.	2:35 P.M.	no lunch
	MS	12:15 P.M.	2:40 P.M.	no lunch
	Elem	1:30 P.M.	3:50 P.M.	no lunch
April 24, 2014	HS	12:05 P.M.	2:35 P.M.	no lunch
	MS	12:15 P.M.	2:40 P.M.	no lunch
	Elem	1:30 P.M.	3:50 P.M.	no lunch
May 30, 2014	All	8:00 A.M.	3:00 P.M.	60 min. lunch
Total PD		HS- 37	MS- 36.52	ELEM – 35.98

SCHEDULE E
CONTRACT OF TEMPORARY EMPLOYMENT

This Agreement made this day _____, 20_____ between Swartz Creek Community Schools, hereinafter called the District, and _____, hereinafter called the Temporary Teacher. For an assignment in one position beginning _____.

WITNESSETH:

- 1. **CERTIFICATION -** It is represented that the said Teacher holds all certificates and other qualifications required by law to teach in the said School District and hereby contracts to be employed by said District in the capacity hereinafter designated, for the Contract period hereinafter set forth. This Contract shall terminate if the certificate shall expire and shall not immediately be renewed or if such certificate is suspended or revoked by proper legal authority.
- 2. **EMPLOYMENT AND DUTIES -** Said Teacher agrees to perform the duties required of the Teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this contract.
- 3. **COMPENSATION -** The District agrees to pay a salary in accordance with Article VI-3-H, as amended, of the current Master Contract between the Swartz Creek Education Association and the Board of Education. The district shall be authorized to make such payroll deductions as shall be required by law or authorized by the teacher.
- 4. **EXTRA DUTIES -** It is understood between the parties that a Contract stipulating extra compensation for a teacher performing extra duties, has a non-tenure status.
- 5. **BENEFITS-** The Teacher will be afforded the same fringe benefits, emergency and sick leave of absence granted teachers under the Master Contract after sixty (60) days in the same position.
- 6. **TEMPORARY STATUS-** The Teacher is herewith retained on a temporary basis only and is not considered a probationary teacher. The Teacher shall have no expectancy of continued employment and shall not exceed 145 days as a substitute or temporary teacher during any school year, without administrator approval. This contract is subject to termination if a reduction in staff is deemed necessary.
- 7. In recognition of the fact that this individual is a member of the bargaining unit represented by the Swartz Creek Education Association, the provisions of the contract are subject to the terms and conditions as determined in the Master Agreement between the Swartz Creek Education Association and the Board of Education.
- 8. If any provisions of this Contract or any application of this contract are found contrary to law, then such provision or application shall be deemed null and void except to the extend permitted by law. All other provisions and/or applications shall continue in full force and effect.

9. **CONTRACT AND FINANCIAL INFORMATION:**

		Assignment in same position
Starting	Termination	<u>Days 1 thru 20</u>
Date:	Date:	
_____	_____	<u>Days 21 thru 60</u> - \$90.00 per day/6hrs = \$15.00 per hour
		<u>Days 61 and on</u> - BA 0 Step

10. This contract of employment is subject to Board policy and the Collective Bargaining Agreement.

Superintendent of Schools

Teacher

SCHEDULE F

ALTERNATIVE ACADEMY TEACHERS

1. Loads and Assignments
 - A. Teachers will be given appropriate preparation time for classes they are assigned, at the ratio of 10 minutes for every 60 minutes of instruction.
 - B. Alternative Academy teachers required to develop courses shall be paid at their hourly rate for the time required.

2. Calendar
 - A. The school year will be divided into two academic periods.
 - B. Teachers may be required to attend one paid staff inservice session each academic period when scheduled by the Director of Community Education.
 - C. The calendar will be developed, by the Director of Community Education, after consultation with the Association.

3. Salary and Fringes

The hourly rate for Alternative Academy teachers, shall be:

2013-2015	\$27.50
2015-2016	\$27.50 or amount subject to 2015-2016 wage reopener

Full time Alternative Academy Instructors will be eligible for health or cash in lieu payments along with dental and vision programs per the contract.

Beginning with the 2008-2009 school year, each Alternative Academy teacher shall be granted five (5) sick days annually with unlimited accumulation. Sick days are a calculation of scheduled work hours by each individual and will be determined at the onset of each school year.

Accumulated sick days shall be used only for personal illness, physical disability, death in immediate family, illness in immediate family, doctor or dentist appointments where illness is cause of appointment, except in extreme hardship cases. Exceptions shall require approval of the Superintendent.

4. Changes in working conditions

A team consisting of two (2) members appointed by the SCEA and two (2) members appointed by the Board will meet and make recommendations on changes required by new laws and regulations which impact on class scheduling, increases in student contact hours, developing new classes, changing pupil count dates and other items of concern. The recommendations will be made to the SCEA negotiating team and the Board.

5. Teachers under Schedule F will have the same rights to due process including grievance procedures.

6. This contract of employment is subject to Board policy and the Collective Bargaining Agreement.

SCHEDULE G GRADE CHANGE PROCEDURES

The parties agree to utilize the following procedures where a teacher's assignment of a grade is challenged.

1. When necessary, the Association and the District shall respectively designate its members of the committee and shall inform the other of its selections. The committee shall hear all challenges to a grade which are presented for its review. The committee shall select a chairperson from its members and shall inform the District and Association of its chairperson.
2. In the event a parent, student, legal guardian of a student or other person challenges the assignment of a grade, said challenge or complaint shall be made to the teacher's principal who shall review the substance of the complaint, inform the affected teacher of the complaint, and consult with the teacher. Any such complaint shall be made no later than thirty (30) days after the grade is received. The term grade, as defined by law, means a grade given for a final examination or a grade given at the conclusion of a marking period, semester or term.
3. Should the principal desire a grade change, he/she shall inform the affected teacher in writing of reasons why he/she believes the grade should be changed, and must seek the agreement of the affected teacher. If the teacher agrees to the proposed grade change, the parent-student will be notified and the process concluded.
4. In the event the teacher does not concur in the grade change, the principal shall notify the teacher, chairperson of the committee and the Association that there exists a dispute regarding assignment of grade and request the committee to convene.
5. Upon notification of dispute, the committee shall meet.
6. The committee shall meet as a committee of the whole and shall review the facts of the case, the principal's rationale for the proposed grade change, the teacher's rationale for the assignment of the grade, and the student/parent's objections to the original grade. The format of the meeting shall be informal, in that while each side may present its position and submit documents in support of his/her position, no side shall be permitted to cross-examine the other participants, or be represented by legal counsel. Committee members may direct questions to any of the participants at the meeting.
7. No grade initially assigned by a teacher shall be recommended for change by the committee unless a majority of the committee finds there is a rational basis to recommend the change.
8. Within five working days of the committee meeting, the committee shall draft a written decision setting forth the rationale for its recommendation. Said recommendation shall be forwarded to the parties involved in the dispute and the Board of Education. The Board of Education shall decide whether the grade should be changed.

SCHEDULE H COMPENSATORY TIME

Voluntary subbing during conference period will be paid at the rate of .063% of BA base, these will be paid out at the following times per year (before Christmas, Easter and the end of the year). Involuntary subbing earns compensatory time, which may be used in the school year. The teacher however may choose pay or conversion to sick time. Five (5) hours of compensatory time may be converted to six (6) hours of sick time.

The following guidelines will be used for the use of compensatory time:

1. No compensatory time shall be used until the teacher has accumulated 5 hours.
2. Only one compensatory day may be taken at a time.
3. Compensatory time shall not be used in conjunction with personal business day or deduct days under IX-3.
4. No teacher shall be allowed to carry over compensatory time from one school year to the next.
5. Compensatory time shall not be allowed to accumulate beyond two days. When a third five (5) hours is accumulated, said day shall be paid off at the next possible payroll or converted to a sick day at the teacher's option.

SCHEDULE I SCHOOL IMPROVEMENT AND PROFESSIONAL DEVELOPMENT

The Board and the Association believe that site based decision making is an essential component of successful school development. We recognize the value of professional participation in the decision making process in order to develop and improve student achievement. Site Based Decision Making (SBDM) is not intended to displace the authority of the building level administration. Additionally, it is felt that the stakeholders within the building have both the responsibility and opportunity for input on a voluntary basis.

Decisions from the SBDM Steering Committee are to align with the strategic plan, board policies, professional development plans and the SCEA/Board Master Agreement. The work of SBDM Steering Committee will be reviewed annually for purposes of accountability to their goals. Teacher participating is both needed and necessary to provide positive results. Topics to be considered under the Steering Committee include but are not limited to the following:

- * Improve Student Outcomes
- * Monitoring Student Progress and Assessment
- * Curriculum
- * Student Behavior
- * Communication Between School and Home
- * Budgeting
- * Marketing Swartz Creek Community Schools
- * Professional Development
- * Strategic Planning
- * Scheduling

The Building Staff will determine which bargaining unit members will participate on the SBDM Steering Committee. The District will provide site based funds of \$50.00 per staff member which will be available to fund programs associated with the district's Professional Development plan.

PROFESSIONAL DEVELOPMENT

Teachers will have the option of utilizing up to one (1) personal day in-lieu-of attendance during professional development.

SCHEDULE J**LETTER OF UNDERSTANDING**
403 B Plans

The district agrees to offer Section 403(B) plans in accordance with IRS regulations. Employees are eligible to participate with companies listed in the District's IRC 403(B) Plan document.

SCHEDULE K

Vision Benefit Program

Complete Vision Examination	\$ 64.00
Single Vision Lenses (each pair)	\$ 84.50
Bifocal Lenses (each pair)	\$ 96.00
Trifocal Lenses (each pair)	\$120.00
Progressive Lenses (each pair)	\$200.00
Contact Lenses	\$200.00
Frames – Standard Type	\$ 65.00

The above services/items are available as follows:

Vision Examination	Once every 12 months
Frames	Once every 12 months
Lenses	Once every 12 months

Dental Benefit Program for those who DO NOT have other dental coverage (non COB)

BASIC SERVICES **80% of R&C***

Basic Services Include Services Such As:

Examinations	Diagnostic X-Rays
Cleanings (Prophylaxis)	Oral Surgery and Anesthetics
Fillings	Root Canals (Endodontics)
Fluoride Treatment (to age 18)	Periodontics

Lifetime Deductible \$0

MAJOR SERVICES **80% of R&C***

Major Services Include Such Services As:

Inlays	Dentures (Full and Partial)
Crowns and/or Bridges	Crown and/or Bridge Repair

Annual Deductible \$0

Combined Annual Maximum \$1300 per year/per person total benefit

ORTHODONTIC SERVICES **80% of R&C***
(to age 19)

Deductible	\$0
Lifetime Maximum	\$1600 per person

Dental Benefit Program for those who DO have other dental coverage (COB)

BASIC SERVICES **50% of R&C***

Basic Services Include Services Such As:

Examinations	Diagnostic X-Rays
Cleanings (Prophylaxis)	Oral Surgery and Anesthetics
Fillings	Root Canals (Endodontics)
Fluoride Treatment (to age 18)	Periodontics

Lifetime Deductible	\$0
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MAJOR SERVICES **50% of R&C***

Major Services Include Such Services As:

Inlays	Dentures (Full and Partial)
Crowns and/or Bridges	Crown and/or Bridge Repair

Annual Deductible	\$0
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Combined Annual Maximum	\$1300 per year/per person total benefit
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ORTHODONTIC SERVICES **80% of R&C***
(to age 19)

Deductible	\$0
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Lifetime Maximum	\$1600 per person
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*R&C means reasonable and customary.

SCHEDULE L - Elementary Scheduling

It is hereby agreed and stipulated by and between the Swartz Creek Board of Education and the Swartz Creek Education Association that on the first scheduled day of school each elementary principal will present a tentative daily schedule to the teaching staff for their input. The schedule will include all reasonable efforts to schedule first and second grade art, music, and physical education in the afternoon and provide as large of a block of uninterrupted morning class time for these grades as possible. After consultation with the staff, the final schedule will be determined. Special education teachers and support staff will schedule their students in consultation with the classroom teacher subject to the Principal's approval.

SCHEDULE M –
SCEA Members Not Covered Under the Teacher Tenure Act

These contract provisions apply only to the employees whose employment is not regulated by 1937(Ex Sess) PA 4, MCL 38.71 to 38.191 and is considered unenforceable to those employees whose employment is regulated by 1937(Ex Sess) PA 4, MCL 38.71 to 38.191.

ARTICLE I

Association Rights

1. **TEACHER RIGHTS**

- A. Pursuant to Act 336 of the Michigan Public Acts of 1947, as amended, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiating and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 336, as amended, or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment specified by this contract.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off the school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.
- C. The Board will make available an unused space, deemed suitable by the Association, for office space. In addition the Board will assist the Association to obtain telephone facilities at a location mutually agreed upon and at the Association's expense.
- D. The Board agrees to furnish the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, and complete studies in respect to hours, wages, and terms and conditions of employment.

- E. Any unusual or peculiar mode of dress causing concern will be brought to the attention of the individual teacher involved. A teacher's personal appearance should be consistent with the standards of his own profession. Any questions involving the basic standards for the Swartz Creek Community Schools should be referred to the teacher's building principal.
- F. A teacher shall be entitled to be represented by the Association and/or have present a representative of the Association in any matter dealing with employer-employee relationships. No action shall be taken with respect to the teacher until representation is present, if requested.

Any complaint, by a parent or a student, directed toward a teacher shall be called to the teacher's attention within five (5) working days after said complaint has been brought to the attention of the Administrator. Teachers shall not be disciplined in the presence of parents and/or students.

- G. The Board agrees to make a reasonable effort to provide teachers with adequate parking facilities. The Board will continually strive, within its economic means, to maintain and improve, where necessary, these facilities.
- H. Academic Freedom
 - 2. The parties seek to educate young people in the democratic traditions, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution, and to install appreciation of the values of individual personality consistent with the general welfare of the social district and the community.
 - 2. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed, both to safeguard the legitimate interests of the schools and to exhibit, by appropriate examples, the basic objectives of a democratic society.
 - 4. Teachers shall maintain a strictly non-political and non-sectarian position in the classroom. Schools shall not be used to advocate any political or religious position, sell tickets, or in other ways to conduct any activity which might be considered partisan in nature. Included herein, and specifically recognized by the Association, shall be any discussion of issues which may be present in the collective bargaining relationship between the parties. The foregoing shall not affect proper discussion of election procedures and forms of government.
- I. Any material in a teacher's file shall be provided to the teacher at the time it is placed in the file. The teacher may attach a letter of clarification.

2. JUST CAUSE AND DUE PROCESS

- A. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause except as noted under Article IV 1 C for probationary teachers hired after August 1, 2004.
- B. Just cause shall be established when all of the following conditions are met.
 - 1. The rule or managerial order must be reasonably related to:
 - a. the orderly efficient and safe operation of the Board's business and
 - b. the performance the Board might properly expect of the teacher.
 - 2. The Board shall apply all rules, orders and penalties evenhandedly without discrimination.
 - 3. The degree of discipline administered by the Board in a particular case shall be reasonably related to:
 - a. the seriousness of the teacher's proven offense and
 - b. the record of the teacher in his service to the school district.
- C. Due Process shall be followed in establishing just cause. Due process herein contained includes at least the following:
 - 1. The Board will give the teacher advance warning of the possible or probable disciplinary consequences of his conduct.
 - 3. The teacher shall be informed of his right to have an Association representative present and his right to have the Association represent his interests in all stages of the investigation of a complaint.
 - 4. The teacher shall have the right to timely written notice of any complaint from which disciplinary action may develop.
 - 4. The Board, before disciplining the teacher, shall make a reasonable effort to discover whether the teacher did in fact violate or disobey a proper rule of management.
 - 5. The Board's decision to take disciplinary action shall be based on substantial evidence or proof.
 - 6. The teacher shall have the right to appeal all discipline through the grievance procedure.
- D. All information forming the basis for disciplinary action shall be made available to the teacher and the Association.

ARTICLE II
(This Article does not apply to Alternative Academy Teachers)
Teaching Duties

2. **TEACHING LOADS AND ASSIGNMENTS**

A. Change in Assignment

1. Teachers affected by a change in the building, grade or class assignment due to changing enrollment or available building facilities shall be consulted by the Director of Personnel immediately.
 - a. Such changes shall be voluntary to the extent possible.
 - b. In case of a building closing, affected teacher shall be reassigned in order of the greatest seniority. Said reassignments shall occur prior to those transfers in number 2 below.
2. Open positions shall be filled in the following order:
 - a. Teachers holding a return right because of an involuntary transfer under number 3 below shall have first right to return to an opening. Should more teachers hold return rights than there are open positions the teacher with the greatest seniority shall be awarded the position or a position of like nature.

B. Teachers being transferred under number 3 below.

- c. Teachers returning from leave shall be offered their position or a position of like nature.
- d. Requests for voluntary transfers shall be honored.
3. If transfers are necessary to effectuate a building staff reduction, the following guidelines will be used.

C. District seniority will be used to determine which teacher must be transferred.

- b. For purpose of said transfer any teacher who had previously been an administrator, shall be credited with seniority only from their return to the bargaining unit. This provision does not remove any previously frozen seniority for purpose of layoff and recall.
- c. Any teacher involuntarily transferred under this provision shall have first right to return to his/her previous building should a vacancy arise.
- d. Voluntary transfers to effectuate a building reduction will be accepted, provided said teacher's schedule can be covered by remaining building staff. Any teacher agreeing to said voluntary transfer shall hold building return rights under number 2-a. above.

- e. Seniority for the purpose of this section shall be as defined in Article X- A except as noted in (b) above.

D. Teacher Transfers

1. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing on forms furnished by the Board, which shall be filed with the Director of Personnel. For vacancies occurring during the year, the application should be filed by October 15. For vacancies occurring at the end of the year, the applications should be filed by May 1. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests should be renewed each year to assure active consideration by the Board.
2. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Director of Personnel in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current year at which time transfer requests will be given preferred consideration. The final decision will be made by the Superintendent or his designate. If a vacancy occurs with enough advance notice, the Director of Personnel shall post the vacancy and accept applications for that position regardless of date.
3. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises, the Director of Personnel shall promptly post notice of same to the teaching staff through district email. This notice will last for no less than two weeks before the position is filled, and notify the Association of such vacancy.
4. The Association recognizes that non-classroom assignments not including counselors, librarian/media specialists, psychologists and social workers may require specialized skills and qualifications not solely addressed through selection of candidates by seniority. Development and awarding of such vacancies will be done through collaborative processes agreed upon by the Association and the Administration. Seniority, certification and qualifications will be considered. When a current SCEA member applies for, but does not possess qualifications deemed necessary for the position, other applicants will be considered valid candidates for the non-classroom vacancy. In the event of staff reductions, district seniority will apply. Should SCEA layoffs occur, non-classroom positions covered in this article will be eliminated prior to classroom positions.

ARTICLE III

Reduction in Staff

In the event the Board decides to reduce its staff the following provisions shall apply.

- A. Seniority shall be defined as non-terminated years of bargaining unit service in the Swartz Creek Community Schools. Development of the seniority list shall follow the following guidelines.
1. Prior to the 1979 school year seniority shall be credited from the recorded date of hire.
 2. Commencing with the beginning of the 1979 school year seniority shall be credited from the first day of work.
 4. The first day of work for a teacher hired on a temporary contract (Schedule E) who is then hired as a permanent employee, without a break in service, shall be the first day of work under the temporary contract.
 4. Partial year adjustments to seniority shall be made by work days.
 5. Beginning with the 1992-93 school year seniority for teachers teaching less than full time will be credited in proportion to time worked. (i.e., a two hour assignment would accrue two-fifths of a year of seniority)
 6. No more than one year of seniority may be earned in a calendar year. Seniority is earned only for the regular school year.
 7. The seniority list shall show the teachers hire date if hired prior to the beginning of the 1979 work year, or the first day of work beginning with the 1979 school year, seniority date, and the beginning and ending date of any leave.
 8. Ties in seniority shall be broken by lottery. A tie exists only when the seniority date and the first day of work for teachers hired commencing with the 1979 school year or hire date for teachers hired prior to the 1979 school year, are the same. Should the seniority date of two or more teachers be the same the teacher with the earlier hire date for teachers hired prior to the 1979 school year or first day of work for teachers hired commencing with the beginning of the 1979 school year, would be the senior employee. Procedures for conducting the lottery shall be developed by the negotiating teams for the Board and the Association and approved by the Representative Council.
- In developing the initial seniority list the parties recognize the limitation of existing records. Teachers will be given adequate time to review the list and provide documentation for any changes requested.
- B. Before the Board makes any reduction in personnel, it will first consult with the Association regarding the effects of such reduction. At the time the Board consults with the Association it shall establish a time frame by which written recommendations of the Association must be submitted so as to receive consideration of the Board in implementation of the layoff and recall provisions of this agreement.

- C. The order of reduction and recall will be according to academic needs, certification, seniority and in conformance with the Michigan Teachers Tenure Act. Such reduction and recall shall be subject to mutual agreement between the Board and the Association to the extent possible. In order to protect high seniority teachers the parties agree that it may be necessary to make reasonable transfers and rearrangement of schedules for teachers not directly affected by the Board's program cuts. If mutual agreement is not reached the Board may implement the layoff, subject to the Association's right to arbitrate those layoffs it believes not to be in compliance with the aforementioned provisions. Upon being provided notice of the Association's intent to arbitrate, which shall be received not more than fifteen (15) calendar days after the Board has served notice to the Association of its intent to implement the layoff, representatives of the Board shall meet with the Association to establish procedures by which the dispute may be expeditiously heard by an impartial arbitrator.

If the parties cannot mutually agree on an arbitrator, the selection process of the American Arbitration Association shall be used. Expenses of the Arbitrator will be shared equally by the parties.

- D. Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed service.
- E. In the event that a reduction of staff is deemed necessary, leaves of absences without pay will automatically be granted to any and all teachers affected by this reduction. These leaves of absence shall not prohibit the teachers from seeking and accepting gainful employment elsewhere, and shall not be terminated for that reason except on written request of the teacher. A teacher may elect to take and will be granted leave of absence during the staff reduction irrespective of his position on the seniority list.
1. During said leave of absence such teacher shall receive no insurance benefits at Board expense, but may elect to continue insurance benefits by paying the insurance premiums at the payroll office. This section is contingent upon approval by the respective insurance carriers.
 2. A teacher on staff reduction leave shall continue to accrue seniority and salary schedule credit except that such credit not accrue beyond three consecutive years. Any teacher on a staff reduction leave for the 1983-84 school year shall receive seniority and salary schedule credit even if said credit will result in an accumulation beyond 3 consecutive years.
 3. The fact that a teacher is placed on leave of absence for the purpose of staff reduction shall not result in the loss of status or credit for previous years of service. Accumulated sick days shall not be canceled but shall remain credited to the teacher.

If a position exists within the Swartz Creek District for which the released teacher is to be recalled, the teacher shall be notified by certified mail. Within ten (10) days of the receipt of a written offer to return to employment the teacher shall accept the position by replying in writing or it shall be determined that he has declined the position. No new staff member shall be hired until all staff on leave in accordance with this section have been offered an opportunity in writing to return to active

employment. It is the teacher's responsibility to keep his address current with the Personnel Office.

- G. The Association recognizes that in accordance with this article, the Board may find it necessary to eliminate or reduce certain programs which do not require teaching certification and it may be necessary to hire new certified teaching staff while staff remain on layoff from said programs. If such a situation should occur the Association shall be consulted and made aware of the facts. No additional bargaining unit positions for which a teaching certificate is not required or any new program requiring additional staff shall be created until all such personnel are recalled.

ARTICLE IV

EVALUATIONS

Evaluations will conform with TeachScape standards for non-classroom teachers.

TEACHERS' PERSONNEL POLICIES

August 2013

of the

SWARTZ CREEK COMMUNITY SCHOOL DISTRICT

BOARD OF EDUCATION

and

ADMINISTRATION

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FAIR EMPLOYMENT

The Board subscribes to and supports the laws governing fair employment practices (Act 251, P.A. 1955, State of Michigan). The opportunity to obtain employment without discrimination because of race, color, religion, age, sex, handicap, place of residence, national origin or ancestry is hereby recognized as, and declared to be, a civil right.

SECTION I., EMPLOYMENT REQUIREMENTS

A. CITIZENSHIP

Teachers who are not citizens of the United States shall have their non-citizenship status approved by the Board before their employment.

B. HEALTH EXAMINATIONS

1. Medical Examination

a. For those returning to work:

In addition to a doctor's statement, a physical and/or mental examination by a licensed physician may be required of teachers for return to active duty after an absence of 10 days or more. The cost of such an examination shall be the responsibility of the teacher unless by a physician specified by the Board, in which case the examination will be at Board expense.

b. For those working regularly:

(1) If a teacher's physical or mental condition has shown an indication of change from the time of the last previous examination, upon recommendation of the Administration a teacher may be required to submit to a physical or mental examination by an examiner specified by the Board. The report of the examination shall be turned over to the office of the Superintendent. The cost of any such examination shall be borne by the Board. The teacher will be released from school duties for the time necessary for this examination without loss of pay.

(2) Medical records on file in the office of Superintendent are available to the examining physician. Recommendations, as to the physical and mental fitness of the teacher concerned, are made to the Board by the examining physician. The Administration shall be responsible for recommending to the Board whether or not the applicant should be placed on leave of absence or sick leave.

C. RECORDS

1. All teachers shall be responsible for notifying their immediate supervisors of any changes relative to:
 - a. Correct name, address, and telephone number.
 - b. The correct name, address and telephone number of the person to contact in case of emergency.
 - c. Any information which may have a bearing on a change of classification.
 - d. Information required concerning health and/or medical examinations.
 - e. Current data on training completed and/or transcripts of all academic work.
 - f. Personal data on credentials and certificates.

2. Any such change shall be submitted on the appropriate form. Forms are available from your immediate supervisor.

D. TEACHER REGISTRATION

It is necessary for each new teacher to register his certificate with the Superintendent as soon as possible. This certificate will be registered at the County Superintendent's office, a copy made, and original returned to the teacher. A new teacher must also file a transcript of credits with the office of Superintendent. An exception will be made in those instances where the college or university has not provided such information within the time specified providing the teacher has made a timely request.

SECTION II., ABSENCES (See also Contract Article IX)

A. JURY DUTY AND COURT SERVICE

1. When a teacher is called for jury service, or to serve as a witness in a court action not involving the Board, he shall give the Board proper notice and the Board will reimburse the employee for the difference between his regular pay and the amount he receives for court services.

2. When a teacher is subpoenaed to serve as a witness in court action involving the Board, such service will be included in his regular assignment. Any remuneration resulting from court services shall be deposited in the general fund through the Superintendent's office. Any expenses incurred by the teacher will be paid by the Board.

B. MILITARY RESERVE - ANNUAL ACTIVE DUTY TRAINING

1. Teachers who are members of any military reserve requiring annual active duty training are expected to make every effort to be excused from such training during the regular school contract period, and the Board reserves the right to make similar efforts with the proper authorities.
2. When and if the teacher is unable to be excused from such training or when it is found to be a great hardship to the teacher involved to be excused, then the Board will reimburse the teacher for the difference between his regular pay and the amount received in salary for active duty training for the period absent from school duties. The teacher will be responsible for providing the school with pay voucher covering time absent from school duties.

C. IN-SERVICE TRAINING (PROFESSIONAL DEVELOPMENT)

The Board recognizes the value of professional development. Teachers are encouraged to take part in such training. Teachers will be excused for professional conferences whenever conditions permit. Reimbursement for expenses will be paid when prior approval has been granted.

Request for attendance at any conference will be in writing to the immediate supervisor two weeks in advance together with estimate of costs.

SECTION III., REVIEW OF PERSONNEL FILE

Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The administrator shall remove such credentials and confidential reports from the file prior to the review of the file by the teacher. A teacher will be given a copy of any non-confidential material in his file upon request.

SECTION IV., MISCELLANEOUS

A. USE OF INTOXICANTS

The use of intoxicating liquors during working hours, drinking alcoholic beverages on school property, or being under the influence of intoxicants on school property, or during working hours is strictly forbidden. Teachers are expected to conduct themselves in an exemplary manner at all times during working hours.

B. CONFLICT OF INTEREST

1. No teacher shall act as an agent for any author, publisher, or seller of schoolbooks, or school apparatus, or receive any gift or reward for his influence in recommending the purchase or use of any schoolbook, apparatus, furniture, land, service, merchandise, or any commodities to the Board, to its administrative officers, supervisory and/or technical personnel, or to any other person or persons vested with authority to do business on behalf of the Board.
2. No teacher shall engage in private tutoring for compensation for any child who is assigned to the said teacher in the regular performance of his contractual obligations to the Board. Any request for private tutoring of a child shall be referred to the school principal.

C. OUTSIDE EMPLOYMENT

The individual teacher and the Association recognize that employment with the Swartz Creek Community Schools constitutes a "full time" obligation. Under no circumstances shall a teacher involve himself in other economic pursuits to the extent that his total performance as a teacher is substandard.

D. NON-WORKING DAYS - 12 MONTH EMPLOYEES

All teachers under contract from July 1 to June 30 will be entitled to 20 working days vacation.

1. Use of Vacation or Non-Working Days

If it is not feasible for the teacher to use non-working days during the fiscal year in which they accrue, the days must be used during the following fiscal year or be forfeited. In all instances, use of non-working days shall require prior approval of the teacher's immediate supervisor. Use of non-working days accrued normally will take place during the summer months when school is not in session. Use at any other time must be approved by the Superintendent.

E. SUBSTITUTE TEACHERS

1. Any teacher accepted by the office of the Superintendent for inclusion on the approved substitute teacher list shall be responsible for observing all policies and regulations of the Board pertaining to teachers.
2. Substitute teachers are encouraged to seek advice and counsel of principals and/or consultants to improve the quality of services rendered. Any substitute teacher whose evaluations show evidence of unsatisfactory standards of work shall result in removal from the approved substitute list.
3. The Board recognizes the value to our educational program of good, certified substitutes. Every effort shall be made to develop procedures to affect the greatest possible exchange of information between the substitute and the regular teacher. Evaluations to the principal by both the regular teacher and the substitute teacher shall be encouraged.

SECTION V., PROCEDURES

A. WORKERS' COMPENSATION

1. All teachers of the Board are subject to the provisions of the State of Michigan's Workers' Compensation Act. The Workers' Compensation Act is "an act to promote the welfare of the people of this state, relating to the liability of employers for injuries or death sustained by their employees, providing compensation for the disability or death resulting from occupational injuries or disease or accidental injury to or death of employees and methods for the payment and apportionment of the same."
2. According to this Act, no compensation shall be paid until after the seventh calendar day of injury. Compensation will be paid for the duration of the absence under the terms of the Workers' Compensation Act. If the injury causes absence of over two weeks, the first seven days will also be paid.
3. A teacher who has unused sick days may choose to receive only Workers' Compensation, in which event, no charge will be made against his accrued sick days.
4. Payment for accrued sick days and Workers' Compensation shall not exceed the regularly scheduled daily wage. Charges against accrued sick days will be made in the same ratio as sick day pay is to regular daily wage.
5. A teacher who has unused sick days may choose to use them and receive his regular daily wage. On or after the eighth calendar day of the injury, the portion of his daily wage covered by compensation funds shall not be charged against his accrued sick days. If he is out of work over two weeks, the first week is also pro-rated. After all sick days have been used, the teacher shall receive only the Worker's Compensation.
6. Each teacher is responsible for completing all Workers' Compensation accident reports immediately after any occupational injury and signing a certificate outlining details of the injury.

NOTICE TO ALL TEACHERS

IT IS THE EMPLOYEE'S RESPONSIBILITY TO REPORT ALL INJURIES TO THE CENTRAL ADMINISTRATION AND THE SCEA OFFICES PROMPTLY. IN LOST TIME INJURIES, GET YOUR COPY OF EMPLOYER'S REPORT ON THE EIGHTH DAY FOLLOWING INJURY.

B. 403B PLANS

Any teacher interested in contributing to a 403b Plan may enroll by notifying the Business Office. Those teachers wishing to make changes in their annuity deduction may do so during the year as provided by law in the district IRC 403(B) Plan document. Payroll deductions will begin when appropriate paperwork has been completed to the payroll office.

Updated approved companies will be available through the payroll office. There will be no telephone solicitations.

C. SALARY PROCEDURES

The following salary procedures shall apply to all teachers:

1. 12-Month Teachers

To spread the 48-week salary over 52 calendar weeks, the annual salary is divided by 26 to determine the bi-weekly salary. Any day of absence not covered by sick days, business days, or vacation will be deducted from salary on a per diem basis.

2. Payroll Dates-Teachers will have an option for 21, 22 or 26 pay periods. If the teacher does not make an option then the teacher will automatically be placed on 22 pays.

Any payroll date not falling on a Friday is subject to the availability of checks.

Legally required deductions shall be made from each teacher's salary beginning with the date of employment.

- a. A teacher who leaves the employment of the Board to engage in any work not covered by the Michigan Retirement Fund may withdraw the full amount credited to his account with accumulated interest. Applications for withdrawal of funds are available at the Superintendent's office.
- b. A teacher who withdrew from the Michigan Retirement Board his accumulated contributions and who is later employed by the Board may secure retirement credit for previous service by repaying to the Retirement Fund Board the amount withdrawn plus interest.

Scheduled Pay Dates

There shall be the option of 21 or 22 or 26 pays. The teachers shall notify the District of the option selected by August 1st. Changes cannot be made after August 1st. Notification is only required if the teacher is changing the number of pays.

Scheduled Pay Dates		
2013-2014	2014-2015	2015-2016
First Day of School for Students- September 3, 2013	First Day of School for Students- TBD	First Day of School for Students- September 6, 2011
9/13/2013	9/12/2014	9/11/2015
9/27/2013	9/26/2014	9/25/2015
10/11/2013	10/10/2014	10/09/2015
10/25/2013	10/24/2014	10/23/2015
11/8/2013	11/7/2014	11/06/2015
11/22/2013	11/21/2014	11/20/2015
12/6/2013	12/5/2014	12/04/2015
12/20/2013	12/19/2014	12/18/2015
1/3/2014	1/2/2015	1/01/2016
1/17/2014	1/16/2015	1/15/2016
1/31/2014	1/30/2015	1/29/2016
2/14/2014	2/13/2015	2/12/2016
2/28/2014	2/27/2015	2/26/2016
3/14/2014	3/13/2015	3/11/2016
3/28/2014	3/27/2015	3/25/2016
4/11/2014	4/10/2015	4/08/2016
4/25/2014	4/24/2015	4/22/2016
5/9/2014	5/8/2015	5/06/2016
5/23/2014	5/22/2015	5/20/2016
6/6/2014	6/5/2015	6/03/2016
6/20/2014 21 pay periods	6/19/2015 21 pay periods	6/17/2016 21 pay periods
7/3/2014 22 pay periods	7/3/2015 22 pay periods	7/01/2016 22 pay periods
7/18/2014	7/17/2015	7/15/2016
8/1/2014	7/31/2015	7/29/16
8/15/2014	8/14/2015	8/12/2016
8/29/2014 26 pay periods	8/28/2015 26 pay periods	8/26/2016 26 pay periods

D. ABSENCES AND SUBSTITUTE PROCEDURE

1. When a teacher knows in advance that he is to be absent, he shall notify his immediate supervisor as soon as possible. Teachers who are absent and who know they will not be returning the following day will call their building principal by 2:30 p.m. so that the substitute can be requested to return. Any teacher whose condition improves, may however, call by the regular absence procedure and report for work.
2. When absence notification is not given sooner, a teacher shall notify his immediate supervisor or another designated person on the day of absence at least 60 minutes before beginning of the assignment. Those teachers repeatedly (twice) reporting late will be notified by letter that any future occurrence of late reporting of his/her absence will necessitate a deduction in salary for each day of late reporting, and such deductions will be made in the event of future occurrences. The supervisor shall follow established procedures for obtaining substitutes.
3. When reporting an intended absence, the teacher shall give the following information to the office of immediate supervisor in this order:
 - a. Name of teacher to be absent
 - b. School
 - c. Job assignment
 - d. Probable length of absence
 - e. Reason for absence or statement that it is personal business
 - f. Time for the substitute to report
4. Extended absences - When it is known that a teacher's absence will extend to a definite date, it is not necessary to report daily the information given at the time of the original call.
5. Notification of intent to return to work - It will be assumed that an absent teacher will report to work the following day unless he notifies his supervisor to the contrary at least 60 minutes before the beginning of assignment.