

**AGREEMENT**

**BY AND BETWEEN**

**THE BOARD OF EDUCATION  
OF SANDUSKY COMMUNITY SCHOOLS**

**and**

**THE SANDUSKY EDUCATION ASSOCIATION**

**2010-2013**

# TABLE OF CONTENTS

<b>AGREEMENT DATES AND WITNESS</b>	<b>1</b>
Duration of Master Agreement, Declarations & Mutual Covenants	
<b>Article I – RECOGNITION</b>	<b>1</b>
Sandusky Education Association (SEA), Michigan Education Association (MEA)	
<b>Article II – ASSOCIATION AND TEACHER RIGHTS</b>	<b>2</b>
PERA, Building Use, Access to Information, SEA, MEA, NEA Membership, Service Fee Payer, Non-Payment of Dues	
<b>Article III – MANAGEMENT RIGHTS</b>	<b>3</b>
Hiring & Discharge, Instruction & Assignment, Financial Emergency	
<b>Article IV - REQUEST FOR DEDUCTIONS</b>	<b>4</b>
Association Dues & Other Deduction Requests	
<b>Article V – TEACHING CONDITIONS, HOURS, AND CLASS LOADS</b>	<b>4</b>
Work Schedule, Student Contact Time, Inclement Weather, Duty-Free Lunch, Prep Period, Class Size, Overload Formulas, Parking, Traveling Teachers, Site-Based Decision Making, Least Restrictive Environment, Medically Fragile Students, Telephone Use, Professional Development Time/Staff Meetings, Lesson Plans, Building Access, Extra Unpaid duties, Alternative Education Teacher	
<b>Article VI – QUALIFICATIONS AND ASSIGNMENTS</b>	<b>9</b>
Fully Certified and Qualified, Tentative Schedule, Assignment of Mentor Teacher	
<b>Article VII – LAYOFF AND RECALL PROCEDURE</b>	<b>10</b>
Reason for Layoff, Seniority List, Date of Employment, Transfer to Non-Bargaining, Reduction in Personnel Guidelines, Staff Placement, Recall, Special Conditions for Layoffs	
<b>Article VIII – VACANCIES AND TRANSFERS</b>	<b>12</b>
Request for Transfer, Vacancies & Postings During School Year, Delay of Assignment, Assignment Guidelines, Vacancies & Postings During Summer, Involuntary Transfer, Displaced Teacher, Voluntary Exchange, Extracurricular Vacancies, Application for Vacancy	
<b>Article IX – ILLNESS OR DISABILITY AND PERSONAL BUSINESS</b>	<b>15</b>
Sick Leave Allowance, Voluntary Donation of Sick Days, Doctor’s Certificate, Worker’s Compensation, Childhood Disease, Call-in Time, Business Days, Jury Duty, Death Leave, Association Days, Childbirth Sick Leave	
<b>Article X – LEAVE OF ABSENCE</b>	<b>16</b>
Leave of Absence with Seniority & Salary Steps NOT Accrued, Procedure & Allowances, Leave of Absence with Seniority & Salary Steps Accrued, Procedure & Allowances, Board’s Right to Verification, Notification Timelines, Premium Payments for Health Care, New Child Leave & Timelines, Special Absences	

<b>Article XI – EVALUATION OF TEACHERS</b>	
Timelines, Evaluation Instrument, Personnel File, Tenured Teacher Timeline & Procedures, Tenured Teacher with “Unsatisfactory” & IDP & Timeline, Probationary Teacher Timeline, Procedures & Formation of IDP with Mentor Teacher, Professional Development Requirements, Probationary Teacher with “Unsatisfactory” & Timeline	<b>19</b>
<b>Article XII – PROFESSIONAL BEHAVIOR</b>	<b>22</b>
Code of Ethics & Examples, Association Responsibility, Right to Association Representation, Progressive Teacher Discipline	
<b>Article XIII – PROFESSIONAL IMPROVEMENT</b>	<b>23</b>
Covered Expenses for Professional Development & Determination of Professional Development Activities, Probationary Teachers Observing Mentors or Successful Teachers	
<b>Article XIV – STUDENT DISCIPLINE AND TEACHER PROTECTION</b>	
Administrative Support, Pupil Requiring Special Attention, Classroom Atmosphere, Necessary Force for Protection, Assault of Teacher, Time Lost & Destruction of Personal Property, Parental Complaint of Teacher Guidelines	<b>24</b>
<b>Article XV – GRIEVANCE PROCEDURE</b>	<b>24</b>
Violation of Master Agreement, Preparation Guidelines, Level One - Building Principal, “Class” Action Grievance, Timelines, Levels & Procedures	
<b>Article XVI – NEGOTIATIONS</b>	<b>26</b>
Duration of Agreement, Rights During Negotiations, Guidelines to Begin Bargaining, Mediation, Empowerment, Ratification & Original Records	
<b>APPENDIX A – GRIEVANCE REPORT FORM</b>	<b>28</b>
Official Form for all Grievances	
<b>APPENDIX B – EXTRA DUTIES</b>	<b>31</b>
Sports, Band, Yearbook, Plays, Musicals, Vocal, Quiz Bowl, School Improvement Teams, Responsibilities & Guidelines. Bus Chaperone, Ticket Takers, Substituting During Prep, Comp. Time Extended Time in Regular Position, Administrative Requested Help, Class Sponsor, Special Program Coordinators, Mentors, Definition of MA+20, How Payment is Made	
<b>APPENDIX C – FRINGE BENEFITS</b>	<b>35</b>
Length of Premiums, Plan A – Medical, Dental, Life, Vision & LTD; Plan B – Dental, Life, Vision, LTD, Dependent Life & Board Paid Stipend or Insurance Options. Timelines & Benefit Termination. Experience Transfer for Steps, Longevity, Sick Leave at Retirement, Retirement Fee, Board Paid Annuity, Retirement Incentive	
<b>SALARY SCHEDULE</b>	<b>37</b>
Salary Steps	
<b>APPENDIX D – SCHOOL CALENDAR</b>	<b>39</b>
2010-2011 Calendar	
<b>APPENDIX E – LETTER OF UNDERSTANDING (9/29/10)</b>	<b>40</b>
<b>APPENDIX F – CODE OF ETHICS</b>	<b>41</b>

**AGREEMENT**  
**BETWEEN THE SANDUSKY BOARD OF EDUCATION**  
**AND**  
**THE SANDUSKY EDUCATION ASSOCIATION**

This Agreement entered into this 1<sup>st</sup> day of September, 2010, by and between the Sandusky Board of Education, hereinafter called "Board," and the Sandusky Education Association, hereinafter called the "Association."

Future calendars shall be negotiated no later than May 1 of the respective year.

**WITNESSETH**

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Sandusky Community Schools is their aim, and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

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

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement,

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

<b>ARTICLE I</b> <b>RECOGNITION</b>
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- A. The Board acknowledges the Certification of Representative issued by the Michigan Employment Relations Commission dated February 15, 1989, declaring that the Sandusky Education Association/Michigan Education Association is the exclusive representative of all employees in the following bargaining unit: All certified personnel under contract; excluding supervisory and executive personnel and per diem substitute teachers. Where the word teacher is written within the contract, this shall also include school counselor and speech therapist. It shall be noted that in the event a school counselor or speech therapist does not possess a valid teaching degree, he/she will not be granted tenure as granted to other teachers within the unit.

**ARTICLE II**  
**ASSOCIATION AND TEACHER RIGHTS**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every certificated employee of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not discriminate against any teacher with respect to hours, wages, or working conditions by reason of his/her membership in the Association, his/her participation in collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to hours, wages, or working conditions.
- B. The Association and its members shall have the right to schedule use of the school building facilities during custodial hours. For any Association use of the building facilities beyond these hours, custodial time will be paid for by the Association, according to building use established by Board Policy.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations or classroom procedures.
- D. The Board agrees to furnish the Association with all financial reports and minutes of the Board meetings and any other information needed by the Association or necessary to process any grievance.
- E. At the written request of the Unit Chairperson, the Board shall consult the executive board of the S.E.A. when initiating or revising tax or construction programs, curriculum, educational programs and policy, or extracurricular policy. Recommendations will not be binding on the Board.
- F. As a condition of employment, each teacher at the time of signing his/her contract, shall either (1) agree to join the Association S.E.A., M.E.A., & N.E.A. or (2) pay a Service Fee to the Association, as determined in accordance with the policies outlined in the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures and pursuant to applicable court decisions.

Employees choosing to be a Service Fee Payer shall notify the Association in writing prior to August 31, stating their political-ideological objections and whether they shall remain a Local Association member.

The Service Fee dues will be determined in accordance with the procedures outlined in the "Policy Regarding Objections to Political-Ideological Expenditures" and pursuant to applicable court decisions. Service Fee payers choosing to remain a local Association member shall pay the S.E.A. amount in addition to the Service Fee dues. The Service Fee shall not exceed the amount of Association dues collected from Association members.

Association member dues shall be equivalent to the sum of the S.E.A., M.E.A., and N.E.A. dues.

Employees who wish to have payroll deductions of their dues will have a choice of either eight (8) or sixteen (16) deductions. All cash payments must be paid by the first day of December.

Upon notification of the Service Fee amount, usually mid-school year, the Service Fee payer may choose to have the amount deducted through four (4) payroll deductions or make a lump sum payment to the Association within sixty (60) days.

Non-payment of Dues or Service Fee – If an employee does not pay the appropriate amount of dues or service fee through payroll deduction or cash payment to the Association by the above stated timelines, upon written notification by the Association, the Employer shall deduct that amount from the employee’s wages and remit the same to the Association.

The Association assumes all liability and attorney fees in the event of suit brought against the district as a result of Article II-F.

- G. Nothing contained within this contract shall be construed to deny or restrict a teacher to any rights he/she may have under State law, Federal law, or other applicable regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

<b>ARTICLE III MANAGEMENT RIGHTS</b>
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- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Sandusky School District, consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in the Board by law, including by way of illustration, and not by way of limitation, the following:
  - 1. The supervision, direction, and control of the management and administration of the school system, its properties, and facilities.
  - 2. The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote, or otherwise discipline employees, and to promote and transfer employees.
  - 3. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students as deemed necessary or advisable by the Board.
  - 4. The approval of textbooks and teaching materials, and various teaching aids.
  - 5. The right to determine class schedules, class size, the hours of instruction, and assignment of teachers with respect thereto.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board, and the adoption of policies, rules, regulations, and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.
- C. The Board of Education reserves the right to declare a Financial Emergency which is defined as (1) any reduction in the per pupil foundation allowance and/or (2) a 2% reduction in student enrollment on the Fall Count Day from the previous year’s Fall Count Day. If the Board of Education declares a financial emergency, then the Board and Association agree to meet for the purpose of discussing financial reductions equally across all departments, which may include--but are not limited to--programming, staffing, and compensation.

**ARTICLE IV  
REQUEST FOR DEDUCTIONS**

- A. Teachers may, within one week of pre-school conference time, sign and deliver to the Board, an assignment authorizing deduction of membership dues and assessments of the National Education Association, the Michigan Education Association, MESSA, the Team One Credit Union, and all other mutually agreed upon deductions from the regular salaries of all such teachers; and the Board agrees to submit to the respective agencies all money so deducted.
- B. The Board shall not be held liable for any mistakes in the deductions due to the negligence of the teachers.

**ARTICLE V  
TEACHING CONDITIONS, HOURS, AND CLASS LOADS**

- A. The work day shall not exceed 7.5 continuous hours, including a thirty (30) minute uninterrupted duty-free lunch period.

Fifteen (15) minutes after the teacher arrives (“In building by” time) is considered non-student contact time.

The parties also agree that the specific designated times reflect the schedule as it exists at the execution of this contract and shall not prevent subsequent revisions of the schedule so long as such revisions or modifications do not enlarge the length of the teacher work day.

The parties recognize that the hours of student contact time are subject to adjustment so that the District satisfies the minimum requirements of the School Code and State School Aid Act for full receipt of foundation allowances and other appropriations. Prior to adjusting the amount of student contact time under this provision, the District shall solicit input from the Professional Study Committee regarding the reasons for the adjustment.

If for any reason school is dismissed earlier than the regular time on a scheduled day of instruction, teachers will remain on duty for a minimum of 30 minutes after the dismissal of the students. After the 30 minutes, teachers will be dismissed, unless an emergency arises that requires the teachers to remain on-site to provide assistance for the safety of the students.

1. Exceptions to the above will be those who have assigned duties, which require their presence in another building or area. Notification of such responsibilities will be given to the building administrator in writing by the teacher involved and shall include the dates for such absences.
2. Scheduled days of student instruction, which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county, or state health authorities, will be rescheduled. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.
3. The parties agree to meet in an effort to mutually agree on when any make-up days should occur. In the event they are unable to agree, the days will be added on the end of the calendar.
4. Should the provisions of the state law be rescinded, the above provisions shall be considered null and void, and the provisions and practices in existence prior to this agreement shall be reinstated, to the extent permitted by law.
5. The Association President shall be exempt from all extra non-classroom duties.

- B. Elementary teachers will receive preparation time equivalent to no less than 45 minutes per day.
1. Elementary teachers will receive a 15 minute unassigned period combined with the 30 minute duty-free lunch period for a total of a 45 minute block of non-student contact time.
  2. Three consecutive hours of instructional time shall equal a half-day for purposes of entitling a bargaining unit member to half benefits, including hospitalization, sick leave, and release time.

C. Teacher preparation time shall be defined to include all time during the teacher work day, as defined in paragraph A of this Article, with the exception of the following times which shall not be counted as teacher preparation time:

1. The "start up" 15 minutes before the beginning of the school day. (However, the parties agree that the administration may assign duties to teachers during this interval.)
2. The thirty-minute duty-free lunch period.
3. When a teacher is engaged in classroom instruction.
4. When a teacher is assigned supervision of students by an administrator.
5. The times prior to the start of the student day and the times after the conclusion of the student day but before the end of the teacher work day, unless either of these intervals is twenty (20) or more consecutive minutes.

All times not otherwise excluded above shall be counted to satisfy the minimum preparation time requirements set forth in this Article.

D. The parties agree that the normal weekly teaching load in grades 7-12 will be 30 teaching periods. If an alternative scheduling procedure (i.e., Block scheduling) is implemented, the District and Association agree to work with the building staff and the administration to establish alternative teaching and preparation periods. Middle school and high school teachers will receive preparation time equal to one class period daily.

Exceptions may be made in case of emergency, upon consent of the teacher. Assignment to a directed study period shall be considered a teaching period. Directed study periods shall be used to maintain full time teaching status of any teacher working less than full time. The intent of this section is to discourage the outsourcing of Directed Studies supervisory personnel, not to increase the number of Directed Studies classes within the secondary schedule.

The administration may determine to assign the Athletic Director to duties associated with the athletic program during the school day. When this assignment is made during what would otherwise be an instructional period, the assignment shall be considered a teaching period.

1. Four hours or more of instructional time shall entitle a person to one full preparation period and benefits on a prorated basis.
2. Less than four hours of instructional time shall entitle a person to benefits including hospitalization, sick leave, and preparation time, on a prorated basis.

E. It is acknowledged that the primary duty of the teacher is to teach.

F. CLASS SIZE: ELEMENTARY

1.	Elementary	Class Load	
	Young Fives	20	Upon a section reaching 20 students, the district shall provide an aide to assist in that section of Young Fives for the entire portion of the day that these students are in attendance.
	Kindergarten	25	
	1 <sup>ST</sup> – 2 <sup>ND</sup>	26	
	3 <sup>RD</sup> – 4 <sup>TH</sup>	27	
	5 <sup>TH</sup> – 6 <sup>TH</sup>	28	
	6 <sup>TH</sup> grade teaming	30	
	Split	26	

2. Class loads for elementary PE, music, and media shall be no larger than the class loads listed for each grade level plus 10 additional students.

3. If the District is unable to meet the class load specified in paragraph F (1.), the teacher of that class will be compensated for the 1st, 2nd, 3rd, and 4th student that exceed that class load using the following formula:

- a. Salary (BA-1) \_\_\_\_\_
  - b. Divide by number of school days \_\_\_\_\_
  - c. Divide by 7 hours per day \_\_\_\_\_
  - d. Divide by class load \_\_\_\_\_
  - e. Multiply by number of overload \_\_\_\_\_
  - f. Multiply by number of hours per day \_\_\_\_\_
  - g. Multiply by number of days with overload \_\_\_\_\_
- Amount due \_\_\_\_\_

4. After the Fall Count Day, once any class of a given grade or section receives its fourth (4th) student over the class load specified in paragraph F (1.), the District may request each teacher add one (1) additional student per classroom or section. Each individual teacher may refuse the fifth additional student over the class load. In the event each grade/section reaches five (5) over the maximum (with the exception of grades 5 and 6, in which the maximum will be four), the District in consultation with the teacher and the Association will implement one or a combination of the following alternatives:

- a. Additional compensation for the affected teacher(s)
- b. Hiring additional teacher(s)
- c. Creation of combined grade classrooms
- d. Any other solution, which is mutually agreeable to the District, the affected teacher, and the Association.

If agreement is not reached, alternative (a.) will be implemented.

**G. CLASS SIZE: SECONDARY**

1. <u>Grades 7-12</u>	<u>Class</u>	
	<u>Load</u>	
English	30	
Foreign Language	30	
Math	30	
Science	30	
Social Studies	30	
Business	30	
Art	30	
Home Economics	30	
Health Education	30	
General Music	30	
Enhancement Classes	30	
Physical Education	40	
Music	40	
Industrial Arts	26	
Drafting	28	
Computers	30	But not to exceed the number of computers

- a. At no time shall class load per teacher exceed 190 pupils, excluding study hall, senior seminar, band, choir, and P.E. Any class exceeding the class loads specified in paragraph g (1.) will be paid as an overload.
- b. After the Fall Count Day, if the District is unable to meet the class load, the teacher will be compensated, using the following formula:

1. Salary (BA-1)	_____
2. Divide by number of school days	_____
3. Divide by 7 hours per day	_____
4. Divide by class load	_____
5. Multiply by number of overload	_____
6. Multiply by number of hours per day	_____
7. Multiply by number of days with overload	_____
Amount due	_____

- H. The Board and the Association recognize the desirability of distributing the student load equally among teaching staff, according to the needs of children. Inequalities shall be worked out with the teachers and building administrators involved.
- I. If the District acquires a waiver from the State Department of Education for special education case loads, the teacher shall be compensated for each student beyond what is normally allowed under special education rules (currently 18 students on the case load for each teacher). The teacher shall be paid an amount of \$1.50 per day per student that the teacher's case load is beyond 18 (a maximum of \$256.50 per year, per student). In the event there is a revision of special education rules, the Board agrees to meet with the Association to discuss implementation of the rules.
- J. If the State mandates a student school year of more than 1112 hours (divided by 180 = 6.18 hours = 1 day), the teacher's salary will be increased proportionately.

- K. Adequate parking facilities shall be provided and properly maintained for teacher use. The district shall make reasonable attempts to have snow removal completed prior to the teacher start times at each building.
- L. In cases where teachers are assigned to more than one building, the Board shall provide compensation at the district's approved mileage rate based on actual mileage driven, and it is understood that reasonable travel time is needed. This shall not include assignments to extracurricular activities.
- M. Present courses in the curriculum or courses added to the curriculum through interactive television and co-operatives with other schools or intermediate districts or other educational institutions shall not result in layoffs or reduction in teaching responsibility or prevent the recall of teachers on the seniority list.

N. **Site-Based Decision Making/School Improvement Plans**

Should the district change its policy or if state law/Department of Education rules change regarding school Improvement Plans and/or Site-Based Decision Making, the parties agree to form committees as necessary to study the implementation of these issues, seek input from their respective parties, and make recommendations to the Board. Any decisions reached by a committee shall not be in violation of Board policy or the Master Agreement.

O. **Least Restrictive Environment**

Both parties agree to follow all least restrictive environment guidelines established under state and federal law.

P. **Medically Fragile Students**

1. If a teacher will be providing instructional services, excluding those typical classroom responsibilities, to a medically fragile student, the teacher or another adult who will be present when the instruction services are being provided will be advised of the steps to be taken in the event an emergency arises related to the student's medical condition.
2. No teacher will be required to provide services of a medical nature to a medically fragile student unless the services are necessitated by emergency.
3. On a case-by-case basis, the District will determine what training and other support should be provided to a teacher who will be providing instructional services to a medically fragile student.

Q. Private telephone facilities for incoming and outgoing calls shall be made available to teachers for school use.

R. **Professional Development Time/Staff Meetings**

Professional Development days as defined by the annual school calendar will consist of six (6) hours per day, not including lunch. Teachers shall be required to attend 2.5 hours of staff meetings per school year, to be determined by the administration. Staff meetings shall be in the morning before school, starting no earlier than 7 am. Teachers will be given at least three (3) days advance notice of a meeting.

S. **Lesson Plans**

Teachers will work with the administration to create curriculum alignment materials for each class taught. The curriculum alignment materials will include a working copy of the most recent state board of education grade level content expectations (GLEC) or high school content expectation (HSCE). The alignment materials will include a curriculum map of when the GLEC or HSCE is covered, current instructional materials and activities, vocabulary and how the expectations will be assessed.

Tenured teachers will have the curriculum alignment materials available at the request of the administration. Tenured teachers will not be required to submit weekly lesson plans unless it is a requirement of a teacher's Individual Development Plan.

Non-tenured teachers will be required to submit lesson plans as requested by the administration. It is understood that the curriculum alignment process is continually updated and modified throughout the school year.

Up to six (6) hours of annual professional development time (spread throughout the school year) will be dedicated for this purpose.

**T. Building Access**

Teachers will have access to their buildings and classrooms during the school year:

- a. between 6:00 AM and 11:00 PM on weekdays.
- b. between 8:00 AM and 11:00 PM on Saturdays.
- c. between 12:00 noon and 8:00 PM on Sundays.

The school year is defined to be from August 1 through June 15. Access to the classroom between June 15 and August 1 will be determined by the administration. Teachers will not have access if the building is closed due to mechanical emergencies, scheduled maintenance, and recognized holidays.

**U. Extra Unpaid Duties**

If extra unpaid duties such as curriculum enhancement, mandatory website design, or committee work, are added to a teacher's workload without additional compensation, an extra duty may be removed from that teacher's workload upon written request by the teacher to the building principal. Upon written request, a meeting will be scheduled with the building principal to mutually reach a solution to alleviate the issue. Other extra duties assigned to the teacher may be removed by mutual agreement between the teacher and the principal. It is understood that there are certain duties required of all teachers (i.e. hall duty, detention, etc.) and these duties are not affected by this provision.

**V. Alternative Education Teacher**

The administration and SEA recognize that the position of alternative education teacher is a unique position that needs flexibility in order to meet the needs of his/her students. The alternative education teacher will be treated as any other teacher under the terms of this contract, except in the areas of start/end times and planning time. Due to the nature of the position, the teacher may also have "8<sup>th</sup> period" duties. If there is a request by the alternative education teacher for planning time, the administration will hire a substitute teacher one day per quarter to compensate for lack of planning time.

<b>ARTICLE VI QUALIFICATIONS AND ASSIGNMENTS</b>
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- A. Both parties recognize the fact that all teachers shall be fully certified and qualified in their teaching field.
- B. Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study, as

mandated by state and federal law.

- C. All teachers shall be given notice of their tentative schedules for the following year before April 30.

Teachers, who will be affected by a change in grade assignments in the elementary grades, and by changes in subject assignment in the secondary school grades, shall be notified and consulted by the Administration before changes are made. The proposed changes will be voluntary to the extent possible.

- D. The Board and Association recognize the need for assignment of mentor teachers to probationary teachers in their first three years of employment in classroom teaching, as required by Section 1526 of the School Code. A mentor teacher shall be any individual meeting the qualifications contained in Section 1526 of the School Code. If a mentor teacher is a member of the bargaining unit represented by the Association, he/she shall be a tenured teacher and shall have been rated satisfactory on his/her most recent past two (2) evaluation cycles. A bargaining unit member shall not be assigned involuntarily to serve as a mentor. The mentor shall consent to the appointment annually. The mentor shall work with the mentee in developing the skills necessary for the effective instruction of pupils. However, the mentor shall not be formally evaluated on the basis of the professional performance of his/her mentee.

<b>ARTICLE VII LAYOFF AND RECALL PROCEDURE</b>
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- A. Layoff of bargaining unit members may occur when the Board of Education determines that a reduction in work force becomes necessary due to decreased student enrollment or a shortage of revenue.

- B. By September 30 annually, a seniority list shall be prepared as follows:

1. The 1994-95 seniority list shall be established as the foundation for all future seniority lists. This list shall be created for those teachers hired prior to December 1, 1994. These so affected teachers shall be allowed to grieve the accuracy of the foundation list only within 30 days after the ratification of this contract. This foundation list shall not be grievable thereafter (other than clerical errors).
2. Teachers hired on or after December 1, 1994, shall be placed on the seniority list by their "date of employment" which shall be defined as the teacher's first workday within the school calendar for that year. Seniority shall be defined as years or fractions of years of in-district service, which are uninterrupted by resignation or discharge.
3. Accrued seniority shall be lost when employment is severed by resignation, retirement, and discharge for just cause; however, any teacher(s) transferring to a non-bargaining unit position may retain teacher seniority for a period of not more than two (2) years. Seniority is retained if severance of employment is due to layoff. In cases of layoff, teachers so affected shall retain all seniority that has been accumulated as of the effective date of layoff, but shall not accrue seniority during periods of layoff.
4. Accrual of seniority while on unpaid leave status shall be governed by the provisions of Article X of this Agreement. Seniority shall accrue while a teacher is on paid leave status.

- C. In the circumstance of more than one teacher having the same "date of employment," all individuals so affected will, prior to September 30, participate in a drawing, by lot, to determine position on the seniority list. The Association will notify the Board and employees so affected in writing of the date, place, and time of the drawing. The drawing shall be conducted by the Association openly and at a time and place designated by the Association President which will reasonably allow affected employees (or their written designee), the Association President, and Board of Education representatives to be in attendance. The Association will

promptly give written results of the drawing, indicating seniority list placement, to the Superintendent.

D. The seniority list and any subsequent revision and updates shall be made available to the Association each school year. The Association shall have fifteen (15) school days from receipt of the seniority list to raise any claimed error or discrepancy. Otherwise, the list prepared by the Board shall be considered conclusive.

E. In the event of a necessary reduction in personnel, the Board of Education will fulfill the following guidelines:

1. The Board shall develop, following consultations with the Association, the proposed educational program for the forthcoming year, identifying the staffing needs for each building. The consultation shall consist of a meeting between the Superintendent and a maximum of three administrators and the Sandusky Education Association President and a maximum of three other Association representatives. The Board shall provide a list including, but not limited to, the following categories for each school:

- a. Grade level elementary
- b. Subjects (grades 7-12)
- c. Special instruction (elementary art, music, p.e., reading, etc.)
- d. Special services (social services, nurses, special education, psychologist, attendance officer, etc.)
- e. The number of positions required for each school program not based at a school.

The list of District staff positions shall be published and posted in each building with a copy to the Association. Such lists shall be so published and posted prior to any action or notification of layoff.

2. Staff Placement.

The following procedure is intended for use in identifying teachers to be laid off in accordance with seniority, certification and qualification. Beginning with the first name of the seniority list, each individual will be assigned in accordance with the following sequence of priorities:

- a. Current assignment (defined as more than one-half of a teacher's current assignment in his/her area of certification and qualification). If a full-time teacher does not receive a full-time assignment under this step, he/she shall have the right to move down the sequence of priorities to locate the first full-time assignment for which he/she is certified and qualified.
- b. Current grade/department in another building; if not available, then
- c. Another grade/department in same building; if not available, then
- d. Another grade/department in another building.
- e. If no position remains in any grade/department for which the employee is certified and qualified, in any building, the employee will be laid off. Written notification of layoff according to the contract will be forwarded to the affected teacher, with copies to the Association.

When a choice of building, grade, or department is possible (within any of the above sequences, a through d) for a displaced teacher, the teacher's choice shall be honored. A "displaced" teacher is identified as one whose position has been reduced by one-half or greater, or when no class/period exists for which he/she is certified and qualified. A teacher is considered "displaced" until he/she is placed in another position using the above procedures or until he/she is laid off.

3. For purposes of this Article, the term "qualified" shall be defined as meeting state certification requirements and federal law.

- F. Recall of laid-off teachers shall be done in the reverse order of layoff, according to the following guidelines:
1. A laid-off teacher shall be recalled only to a vacant position as defined in Article VIII, paragraph B of this Agreement.
  2. Teachers on layoff status with the greatest seniority, certification, and qualifications (as defined in this Article, paragraph E, 3.) shall be recalled first to a vacant position. These positions are not required to be posted under Article VIII, paragraph C of this Agreement.
  3. If no certified and qualified (as defined in this Article, paragraph E, 3.) teacher is on layoff, then the Board of Education may post the vacancy and hire from without.

A laid-off teacher shall be considered eligible for recall until he/she is reinstated in the District or for a period of three (3) years from the date of layoff, whichever event occurs first. Refusal of an offer, from the Board, of a position for which he/she is certified and qualified, or failure to respond within thirty (30) calendar days of its receipt to a written offer of a position made by the Board, shall be cause for termination.

Notification of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of a change of address. Recalled teachers shall be entitled to all sickness and leave benefits accumulated prior to the layoff.

G. Special Conditions.

1. A laid-off teacher upon application shall be granted priority status on the District's substitute list, subject to his/her certification and qualifications. Compensation shall be as follows:

1-5 days	Current substitute teacher daily rate.
6-30 days	Current substitute teacher long-term rate
31+ days	Teacher shall be prorated at step 1 of the B.A.
2. A laid-off teacher may continue his/her employee group insurance benefits by paying the normal monthly premium for such benefits to the Board, provided the rules of the carrier so permit.
3. The Board may grant all requests for leaves of absence prior to the reduction of staff, not to exceed ten percent (10%) of staff.
4. No teacher, full or part time, shall be laid off during the academic year with less than twenty (20) school days' notice. At other times, twenty (20) calendar days' notice of layoff is required.

**ARTICLE VIII  
VACANCIES AND TRANSFERS**

- A. The Board recognizes that it is desirable in making assignments to consider the interests and qualifications of its teachers. Requests by a teacher for a transfer to a different class, building, or position shall be filed with the Superintendent and the Association in writing by the last day of the regular school year. The application shall set forth the reason for transfer; the school, grade, or position sought; and the applicant's academic qualifications. Such requests shall be renewed once each year to assure consideration by the Board.
- B. A vacancy shall be defined as a position opening in the bargaining unit caused by retirement, resignation, termination, death of a bargaining unit member, or a newly created bargaining unit position, which the Board intends to fill. There shall be no requirement to post any vacancies under this Agreement where there are laid-

off teachers who are certified and qualified for the opening(s).

- C. Whenever a vacancy arises, the Superintendent shall notify the Association President promptly and post notice of such vacancy on the bulletin board in each faculty room of each of the three buildings, no less than ten (10) working days before the position is filled. Laid-off teachers certified and qualified for the positions shall be notified of such vacancies.

When a vacancy occurs between August 15 and the conclusion of the immediately ensuing school year, the position shall be posted and awarded in conformance with this Article. However, the Board shall have the right to delay actual assignment of the teacher awarded the vacancy to that position until the beginning of the next school year only in order to minimize disruption to instruction. The teacher awarded the vacancy shall be considered as the incumbent of that position for assignment purposes for the ensuing school year. The Board shall have the right to fill the awarded vacancy with substitute(s) until the teacher awarded the position actually assumes the assignment in the succeeding school year.

- D. Teachers shall be assigned to vacant positions based on seniority, certification, qualifications, and successful teaching experience. Any teacher not transferred under the provisions of this Article shall be provided in writing the reason(s) he/she was not transferred within three (3) days of being denied said position. Teachers making application currently employed by the District will be given priority over newly hired employees.
- E. During the summer months when regular school is not in session the Board will post in the personnel office all vacancies as above described and shall also forward at the same time copies of said vacancies to the Association President. Positions so posted should remain posted fifteen (15) calendar days prior to being filled. Application may be made in the same manner as above described (paragraph A). Likewise, positions shall be filled in the same basis as provided in paragraph D above.

Between August 1 and the beginning of the school year, posting may be reduced to no less than two (2) working days after the Association President has acknowledged notification of the posting. If the Association President is unavailable, the Board will contact a designated representative of the Association.

- F. Involuntary transfers may be initiated for the following conditions: academic program improvement or deletion, and enrollment changes, with consideration being given to the senior teacher at grade level (grades K-6) and secondary (7-12) subject area.
- G. Where a teacher is "displaced" due to implementation of staff reduction procedures set forth in Article VII of this Agreement and subsequently is assigned to a different position, is laid off and/or recalled to another position, he/she shall be given the first opportunity (after recall of any laid-off teachers who are certified and qualified for the vacant position) to return to the position held at the time of original displacement, should it become vacant within thirty-six (36) months from the date the position was last held by the subject teacher.

A teacher seeking restoration to a previously held position under this paragraph shall make application for the vacancy in conformance with this Article and shall give written notice to the Superintendent of the teacher's assertion of preference under this paragraph. Displaced teachers shall be so identified on the seniority list created and published under Article VII of the Agreement. If a teacher fails to make application for restoration to a position from which he/she was displaced or declines an offer of assignment to such position, any further right to the first opportunity for that position shall be forfeited.

- H. If two bargaining unit members desire to voluntarily exchange positions and have secured the written consent of the involved building principal(s) and the Association, they shall notify the Superintendent, in writing, by April 15. The exchange shall be for a period of one (1) school year, unless extended in writing thereafter for a maximum period of one (1) additional school year. Written confirmation of the exchange (or any extension thereof) shall be signed by the involved teachers, the Superintendent, and the Association President.

For purposes of the assignment process for the succeeding school year, the teachers shall be considered as holding their pre-exchange assignments. After two (2) school years of a position exchange, the teachers shall

be considered (for purposes of the assignment process) as holding the exchanged assignments.

- I. Vacancies occurring in extracurricular activities will be posted in the faculty rooms of all three buildings ten (10) days before filling the vacancy. If this should occur during the summer, the Association President will be notified in writing of such vacancies.
  1. Extracurricular activities shall cover the following areas: athletics, athletic director, cheerleading, noon hour supervision, musicals, plays, forensics, and intramurals.
  2. Applicants will be given consideration according to the following priorities:
    - a. High school experiences as related to the specific position.
    - b. College experiences as related to the specific position.
    - c. Academic qualifications that relate specifically to the position.
    - d. Previous experience in the Sandusky Community Schools as related to the position.
    - e. All other experiences that relate specifically to the position.
    - f. Your relationships with the students and/or staff members you will be working with in the position.
    - g. What your contributions would be for that position.
  3. In extracurricular activity positions that have concluded by November, the Board of Education will decide whether the individual holding each particular position shall be appointed to or dismissed from that specific position by January 15. In extracurricular activity positions that have been concluded by March, the Board of Education will decide whether the individual holding each particular position shall be appointed to or dismissed from that specific position by May 15. In extracurricular activity positions that have concluded by the end of the school year, the Board of Education will decide whether the individual holding each particular position shall be appointed to or dismissed from that specific position by July 15.
    - a. A written statement with reason(s) for dismissal shall be given by the Board to that particular individual.
    - b. If positions are eliminated after appointment because of financial limitations, no compensation will be granted.
  4. Applicants desiring to be considered for a posted position must complete an application form available at the Superintendent's office. Although all extracurricular activity positions are on a year-to-year appointment, for purposes of this contract a vacancy does not exist in the extracurricular activity unless an individual has resigned in writing, or an individual has been dismissed by Board action and the position has been posted.

Failure to appoint an applicant that is not recommended by the Administration and approved by the Board of Education after established criteria (paragraph I, 1 through 5) are followed, is not a grievable item under the S.E.A. negotiated agreement.
  5. If a vacancy occurs during the summer months, the Association President will be notified of such vacancies. The Association President shall then notify members who have submitted a written request to be notified of vacancies over the summer. Notification attempts will occur prior to the expiration of the posting. Beginning on August 1, it is the responsibility of all members to check with the personnel

office or Association President for postings. The Association President is relieved of notification responsibilities.

**ARTICLE IX**  
**ILLNESS OR DISABILITY AND PERSONAL BUSINESS**

- A. Illness: At the beginning of each school year, teachers shall be credited with thirteen (13) days of sick leave allowance to be used for absences caused by sickness, injury, serious illness or physical disability of the teacher, or members of his/her immediate family defined as: mother, father, stepparent, sister, brother, children, stepchildren, spouse, mother-in-law, father-in-law. The unused portion of such allowance shall accumulate from year to year to unlimited amount. The Board shall furnish a written statement at the beginning of each school year setting forth the total of sick days credit. The teacher shall have ten (10) days in which to call to the attention of the Administration any claimed error in the written statement of sick leave credit. Otherwise, the Board's written statement shall be conclusive.
- B. In an emergency situation, which shall be defined as a time when through illness or injury requiring hospitalization or home recuperation as per medical advice, a teacher's sick leave time has been exhausted, as determined by the Association and Board, days may be voluntarily donated by other teachers in the following manner:
1. Formal request filed with the Superintendent to become effective on the second (2nd) day after available sick days have been exhausted.
  2. Each teacher may contribute up to five (5) days to the requesting teacher, including the two (2) day waiting period, provided the requesting teacher does not accumulate days as a result of the contribution.
  3. Should additional sick leave be necessary during the remainder of the school year, requests may be made at that time.
  4. Contributor shall be notified, in writing, of the number of donated days used.
- C. A doctor's certificate may be required to return to work or to verify absence, if the absence continues beyond three (3) consecutive school days. If the illness continues beyond ten (10) consecutive school days, a statement from the attending physician may be presented to the Superintendent prior to each pay period, attesting to the teacher's disability, prior to the issuance of the teacher's pay, if the person is still receiving sick benefits.
- D. It is further agreed, for purposes of Section 354 of the Worker's Disability Compensation Act, that the exchange of a sick day (or part thereof) in return for the payment of a salary differential by the School District, constitutes a direct contribution to this Plan by the teacher which precludes differential salary payment pursuant to Section 354(b) of the Workers' Disability Compensation Act, MCLA 418.354.
- E. A teacher absent from work because of a childhood disease (mumps, chicken pox, pink eye, scarlet fever, measles) shall suffer no loss of sick days or compensation if it can be shown that illness is present within the population of the teacher's building(s), or by announcement of the county health department that a certain health warning exists within the district.
- F. A teacher's obligation will be to call the building principal or his/her designee sixty (60) minutes before he/she is due to report. Should illness of teacher, family member, or other emergency occur within a lesser time, consideration will be given by the administrator.

- G. Four (4) days of above (paragraph A) a year may be used for personal business or circumstances which may require teacher absenteeism. A fifth (5<sup>th</sup>) day may be requested by a teacher and reviewed by the building administrator and superintendent, and approved if circumstances warrant.
  - 1. The principal shall be notified one day in advance, except in cases of emergency.
- H. A teacher called to give testimony under subpoena or summons before any judicial or administrative tribunal shall be compensated at the regular rate of pay. This absence is not chargeable to sick leave or personal business days. The teacher shall report to his/her building immediately after dismissal occurring during school hours. Any compensation for the above process shall be returned to the district.
- I. Up to ten (10) days of accumulated sick leave may be used for each death in the immediate family. The immediate family shall include: mother, father, stepparent, sister, brother, children, stepchildren, spouse, mother-in-law, father-in-law. Up to three (3) days of sick leave may be used for each death of other family members. One (1) sick day may be used for attendance at funeral services of a person whose relationship warrants same.
- J. Seven (7) days may be used by the President of the Association or delegated representative to attend an educational meeting or workshop as a representative of the Association. Any days, approved by the Superintendent, used beyond the aforementioned seven, the Association agrees to pay for the substitute's wages.
- K. Accumulated sick leave days may be used for childbirth up to six (6) weeks, and may be extended with the physician's recommendation. Paid sick leave days shall not be used for purpose of child care when the teacher is not otherwise physically disabled.

<p><b>ARTICLE X</b> <b>LEAVE OF ABSENCE</b></p>
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Preface 1.

The following leaves of absences shall not accrue seniority or salary steps; and upon return the affected teacher shall be returned to the position from which leave was taken, provided that said position is still in existence. Otherwise, the teacher returning from leave shall be entitled to reinstatement to a position for which the teacher is qualified and certified, and for which the teacher possesses sufficient seniority. Any bump shall occur according to the sequence specified in Article VII, paragraph E (2.).

- A. An unpaid leave of absence of up to one (1) year shall be granted to a tenure teacher, after seven (7) years in the Sandusky system, upon written application to the Superintendent, at least ninety (90) days prior to the end of the school year, and to take effect at the end of the school year, for the purpose of participating in teacher exchange programs, the Peace Corps, Teacher's Job Corps, as a full-time participant in such programs, or a cultural travel or work program related to his/her professional responsibilities, or to serve as a consultant or director of a teacher center; provided said teacher states in writing his/her intention to return to the school system.

This leave may be utilized for the purpose of engaging in employment for remuneration at any public or private educational institution only with the prior written consent and approval of the Board of Education.

- B. An unpaid leave of up to one (1) year may be granted to a tenure teacher after seven (7) years in the Sandusky School system, upon written application to the Superintendent, at least ninety (90) days prior to the end of the school year, and to take effect at the end of the school year, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities.

- C. No more than two (2) teachers may be granted such leave as defined in A and B together.

Preface 2.

The following leaves shall accrue seniority and salary schedule advances; and upon return the affected teacher shall be returned to the position from which leave was taken, provided that said position is still in existence. Otherwise, the teacher returning from leave shall be entitled to reinstatement to a position for which the teacher is qualified and certified, and for which the teacher possesses sufficient seniority. Any bump shall occur according to the sequence specified in Article VII, paragraph E (2.). Compliance with these criteria shall be considered restoration to an equivalent position for purposes of the Family and Medical Leave Act of 1993.

- D. An unpaid leave of absence shall be granted to any teacher for the purpose of immediate family (parent, spouse, child) care. Family care leave will be granted for a seriously ill or terminally ill parent, child, or spouse. This leave may also be utilized for the teacher's own serious health condition.
1. Where the leave is for care of a parent, spouse, or child, the initial leave period may be for the duration of the semester when leave was granted, plus the next consecutive semester, unless an eligible teacher qualifies for a longer interval under the Family and Medical Leave Act. A teacher may request an extension of this leave for one (1) additional semester.

Where the leave is due to the teacher's own serious health condition, the initial leave period may be for the duration of the semester when leave was granted, plus the next consecutive semester, unless an eligible teacher qualifies for a longer interval under the Family and Medical Leave Act. A teacher may request an extension of this leave for one (1) additional consecutive semester, excluding a summer semester.

2. Teachers accessing leave under this section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence where the need for leave is foreseeable. If the teacher (or immediate family member) must begin medical treatment sooner or the need for leave or its timing is not foreseeable, notice shall be given as promptly as is practicable under the circumstances of the particular case.

This notice shall include: the categorical reason(s) for the requested leave, the anticipated duration of the leave, and the date on which leave is requested to commence.

3. Upon request, the Board has the right to receive medical certification from the teacher's health care provider regarding the necessity for leave (or extension) taken under this Article. Information provided will be treated by the parties as confidential. The teacher will provide the necessary releases and otherwise cooperate in the furnishing of such information.
4. The Board has the right to require that a second medical opinion (at Board expense) be obtained. If that opinion differs from that of the teacher's health care provider, the teacher and Board (in consultation with the Association, if requested by the teacher) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, the teacher, and the Association. The cost of this examination shall be paid by the Board.
5. The Board shall have the right to require re-certification during the leave period and medical certification of the teacher's fitness to return to duty at the expiration of the leave period. The cost of any examination required shall be paid by the Board if not covered by insurance.
6. For purposes of the Family and Medical Leave Act, either a teacher eligible for leave under that law or the Board may substitute accumulated sick leave available to the teacher under Article IX of this Agreement for any unpaid leave due to serious personal illness or disability taken under this Article, to

the extent that sick leave may be utilized for such purposes under this Agreement.

7. Where a teacher requests intermittent leave or reduced schedule leave for purposes authorized under the Family and Medical Leave Act and would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the Board may require that the teacher:

a. Take leave for the duration of the planned treatment

-or-

b. Transfer temporarily to an alternative position for which the teacher is certified and qualified (and which has equivalent pay and benefits) where the temporary transfer would better accommodate the need for recurring leave, in comparison to the teacher's current assignment.

8. When leave is granted, the Board and teacher shall agree to a return-to-work date, which minimizes disruption to the continuity of education programming and service delivery. If the teacher requests to return to work prior to the return date agreed upon at the outset of the leave, these arrangements are subject to Board approval.

9. The teacher shall provide written notice of intent to return from leave to the Superintendent not less than sixty (60) calendar days prior to the intended date of return where the leave is for ninety (90) work days or more. Where the leave is for less than ninety (90) work days, the teacher shall provide to the Superintendent not less than thirty (30) calendar days notice of intended return, unless the stated date of return was indicated at the onset of the leave.

10. In the event of a death of the object (spouse, parent, or child) of the leave of absence, the leave may be terminated upon request of the teacher with twenty (20) school days written notice to the Board.

11. The Board of Education will continue premium payments for health care benefits, as set forth in Appendix C of this Agreement, for up to twelve (12) weeks for a teacher who is on an unpaid leave of absence for personal illness or disability or otherwise under the Family and Medical Leave Act. If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset, or recurrence of a serious health condition of the teacher, or other circumstances beyond the teacher's control), the Board shall have the right to recover up to all premium payments made during the unpaid leave interval (excluding premiums paid by the Board due to the teacher's utilization of paid sick leave). The amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within ten (10) days of demand.

E. An unpaid leave of absence will also be granted, to the extent required under Family and Medical Leave Act, for the purposes of caring for the teacher's newborn child or where a teacher is adopting a child or accepting a foster care placement.

1. An unpaid leave of absence taken under this provision shall be regarded as leave taken under the Family and Medical Leave Act.

2. Leave taken under this section in connection with the birth of a child or due to placement for adoption or foster care must be commenced within the twelve (12) month period beginning on the date of birth or placement, as is applicable.

A leave under this section, which commences during the first semester, may be granted for the balance of the school year unless an eligible teacher qualifies for a longer interval under the Family and Medical Leave Act. A leave under this section, which commences second semester, may be granted for the balance of the school year, plus one (1) additional semester (excluding summer). A teacher may request a second additional semester if the extension would promote continuity of delivery of services.

Requests for leaves that extend beyond the above stated limits shall not accrue additional seniority, salary step advancements, or years of service.

3. Requests for leave of absence under paragraph E of this Article shall be made at least thirty (30) calendar days in advance where the need for leave is foreseeable. If the need for leave is not foreseeable, the teacher will give notice of the need for leave as promptly as is practicable under the circumstances. When possible, the teacher shall also state the intended length of the leave at the time of application.
  4. A written notice of intent to return from such leave shall be submitted to the Superintendent not less than sixty (60) calendar days prior to the intended date of return where the leave is for ninety (90) work days or more. Where the leave is for less than ninety (90) work days, the teacher shall provide to the Superintendent not less than thirty (30) calendar days notice of intended return, unless the stated date of return was indicated at the onset of the leave.
  5. Teachers shall be allowed to use accumulated sick days during any period of pregnancy-related disability, even if such is during a period of child-care leave. Medical verification may be required that the teacher was in fact disabled on any sick days claimed.
  6. Restoration from leave shall be subject to the standards set forth in Preface 2 and in paragraph D of this Article.
  7. Continuation of Board-paid insurance premium contributions for teachers eligible under the Family and Medical Leave Act for the leaves specified in this section shall be subject to the standards set forth in paragraph D (11.) of this Article.
- F. Any teacher requesting a leave of absence to assist the District in avoiding anticipated layoffs may be granted such a leave without pay for any purpose by the Board of Education for up to one year, which may be extended if requested by the teacher and agreed to by the Board. During such leave, seniority shall continue to accrue; and upon return from such leave, the teacher shall be offered a position as stated under Preface 2 above.
- G. Special Absences: Any absences by a teacher from the classroom not covered by, or included in, the above provisions related to leaves, will be considered a special absence. These absences must be approved by the Superintendent (up to two days) or by the Board of Education (more than two days). The teacher will be deducted one day's rate of pay for each day of the absence.

<b>ARTICLE XI EVALUATION OF TEACHERS</b>
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A. EVALUATIONS

1. The performance of all teachers shall be evaluated in writing for the purpose of improving, enhancing, and where necessary, remediating the instructional abilities of teachers.
2. Evaluations shall be conducted openly by a professional educator and/or professional educational enterprise selected by the Administration, following consultation with the Association.
3. By October 1 each year, teachers who will be evaluated in that school year will receive a written notice to that effect, a copy of the evaluation instrument, an explanation of how it will be used, and a notice of the two-week period in which the first classroom observation will occur.

Where a teacher is hired after the beginning of the school year or if the administrator determines that a teacher (who is not otherwise scheduled to be evaluated) should be formally evaluated due to performance difficulties, that teacher shall be given a copy of the evaluation instrument at least ten (10)

days before the first formal classroom observation.

4. Where a teacher is hired after the beginning of a school year, all dates shall be adjusted accordingly.
5. Should the District or faculty propose to change an evaluation instrument, a committee of teachers, principals, and the Superintendent shall participate in the development of such changes. The Superintendent shall give written notice to the Association President of any changes prior to the use of the instrument.
6. Each teacher shall have the right upon request to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
7. For the purpose of this Article, the term "semester" shall be no less than forty-five (45) school days.

#### B. TENURED TEACHERS

1. Tenure teachers shall receive a formal written evaluation and personal meeting with the evaluating administrator at least once every three (3) years, to be completed on or before April 15.
2. Each classroom evaluation of the tenured teacher's job performance shall be based on at least two (2) observations of at least thirty (30) minutes each.
3. Additional observations may occur with the objective of teacher improvement.
4. At the written request of the tenure teacher being evaluated or at the election of the evaluator, a written observation summary shall be prepared and given to the teacher. Subsequent formal observations may be no less than seven (7) school days after receipt of the written results of the previous observation where a written summary is furnished, or no sooner than fifteen (15) days where no written summary is required.
5. Within seven (7) school days of the second observation, but no later than April 15, two (2) copies of the written formal evaluation shall be submitted to the teacher, one to be signed and returned to the Administration, and the other one to be retained by the teacher. The teacher's signature shall imply only receipt of the evaluation. In the event that the teacher feels that his/her evaluation was incomplete or unjust, he/she shall put his/her objections in writing within ten (10) school days of the evaluation conference and have them attached to the evaluation report to be placed in his/her personnel file.
6. Those tenured teachers receiving a satisfactory written formal evaluation shall not be subject to re-evaluation for three (3) years, as specified in paragraph B (1.) of this Article, without written notice stating the reasons for the need to re-evaluate more frequently.
7. If a tenure teacher receives an overall rating of "unsatisfactory" on his/her formal evaluation, he/she shall be placed on an Individualized Development Plan (IDP) for the balance of the semester in which the IDP is first implemented and one (1) additional semester, with the objective of performance remediation.
  - a. The IDP shall contain performance objectives. All suggestions for improvement shall be relevant to the performance deficiencies recorded in the formal evaluation. The Board may designate forms of assistance to be provided by the administration or other sources to achieve the desired performance remediation and a timeline by which the remediation goals will occur.
  - b. The formulation of the IDP shall result from the joint consultation of the evaluating administrator, the tenured teacher, and a representative of the Association, if requested by the teacher. The teacher shall sign a statement on the IDP attesting to that involvement and acknowledging receipt of the IDP.

- c. The evaluating administrator and tenure teacher shall be jointly responsible for implementing the IDP.
- d. A minimum of four (4) observations (two evaluation cycles) shall be conducted by the evaluating administrator for the purpose of evaluating the tenure teacher's progress on the specific objectives and goals of the IDP. A written progress report shall be given to the tenure teacher after each observation. No observation shall be sooner than seven (7) school days after the receipt of the progress report for the previous observation. A written formal evaluation shall be given to the teacher after the second (2nd) and fourth (4th) observations.
- e. Should the tenure teacher receive a satisfactory rating on both his/her formal evaluations conducted during the course of the IDP, he/she will be removed from the IDP.
- f. Should the tenure teacher receive a satisfactory on one (1) evaluation conducted during the course of the IDP, he/she may be recommended for continuation of the IDP, not to exceed a total of three (3) consecutive semesters.
- g. Should the tenure teacher receive unsatisfactory on both evaluations, he/she shall be subject to Board disciplinary action or dismissal proceedings.

### C. PROBATIONARY TEACHERS

1. A probationary teacher's building administrator shall provide the probationary teacher with an Individualized Development Plan (IDP) containing: instructional and performance goals; identification of a mentor (where a mentor is required to be appointed); plans for professional development; evaluation standards and procedures; and other matters relevant to the probationary teacher's growth and performance.
2. The probationary teacher shall be consulted in the formulation of the IDP and shall sign a statement on the IDP attesting to that involvement and acknowledging receipt of the IDP. The mentor teacher may confer with the evaluating administrator regarding the contents of the IDP.
3. As a condition of continued employment, each probationary teacher subject to the professional development requirements of Section 1526 of the School Code of 1976 (or its successor provision) shall complete those requirements within the time provided by statute. The Board shall not be obligated to compensate the probationary teacher for either the time connected with completion of these requirements or for other associated costs such as enrollment, course and/or registration fees.
4. The administration shall conduct the observation/evaluation procedure each school year of the probationary period in the following manner.
  - a. Probationary teachers shall be evaluated two (2) times during the school year, the first evaluation concluding with a written evaluation provided to the teacher by December 1.  
  
The second evaluation shall conclude with a written evaluation provided to the probationary teacher by April 15.  
  
Each evaluation shall be preceded by two (2) classroom observations. Observations shall be a minimum of thirty (30) minutes.
  - b. Within seven (7) school days after the classroom observation, the administrator shall prepare and submit to the probationary teacher, at a post observation conference, a written summary of the observation. The summary shall set forth those criteria observed and found satisfactory. For those areas of performance where unsatisfactory performance exists or improvements are

required, the summary shall list the concerns or improvements and set forth specific recommendations for improvement. The next observation shall be no sooner than seven (7) school days after this post observation conference.

- c. If a probationary teacher receives an overall evaluation rating of "unsatisfactory," his/her IDP will be reviewed and, if necessary, amended with the objective of performance remediation. The probationary teacher shall be jointly consulted in any amendment or modification of the IDP and shall sign a statement attesting to that involvement and acknowledging receipt of the modified IDP. The IDP will contain performance remediation objectives, suggestions for improvement and a designation of the forms of assistance to be provided by the administration or other sources. The evaluating administrator and probationary teacher shall be jointly responsible for implementing the IDP. The mentor teacher may also consult with the evaluating administrator regarding the contents of the modified IDP.
- d. The IDP shall specify a time interval for desired performance remediation, not to exceed the balance of that school year or one (1) semester, whichever interval is greater. Should the probationary teacher not attain the goals of the IDP, and his/her evaluation continues to reflect unsatisfactory performance, he/she shall be subject to termination or non-renewal for reasonable and just cause as outlined in the Michigan Tenure Act.

D. The Evaluation Report will be written by a Sandusky Community Schools Administrator.

<b>ARTICLE XII PROFESSIONAL BEHAVIOR</b>
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- A. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Educational Profession.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline of the Code of Ethics of the Education Profession shall be promptly reported to the offending teachers, and in appropriate cases, may institute proceedings against the offending teacher. If Association efforts fail to eliminate the problem, the Administration may take necessary steps to correct this problem.
- C. A teacher may at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, and such representation shall be provided within a reasonable time.
- D. No teacher shall be disciplined, reprimanded, reduced in seniority or compensation without just cause. Any such discipline without just cause shall be subject to the professional grievance procedure hereinafter set forth. Information forming the basis for disciplinary action will be made available to the teacher and the Association.
- E. A complaint made against a teacher by a parent, a student, or another teacher will be promptly called to the attention of the teacher. Any complaint not called to the attention of the teacher may not be used as the basis for any disciplinary action against the teacher.

F. Progressive Teacher Discipline

Discipline of a teacher shall be progressive based on the order listed below.

Step 1: Verbal warning from the building administrator. The administrator will document the date, time and circumstances of the verbal warning.

Step 2: Formal meeting with the building administrator, teacher, and SEA representative. The administrator will document the date, time and outcomes of the meeting.

Step 3: A letter of reprimand written by the administrator and/or superintendent will be given to the teacher.

Step 4: One (1) day suspension from the teaching assignment without pay.

Step 5: Three (3) days suspension from the teaching assignment without pay.

Step 6: Discipline as determined by the superintendent.

Note A: Repeated offenses merit advancing from Step 1 of this scale. It is understood that repeated offenses of not following school district policies and/or building procedures warrant continuation to the next step. These would be considered “minor” offenses.

Note B: In the event of a “major” offense, a teacher may be placed immediately on Step 3 – 6, based on the severity of the situation. Any repeated “major” offenses warrant continuation to the next level.

Note C: In compliance with the Bullard-Plawecki Employee Right to Know Act (Act 397 of 1978): An employer shall review a personnel record before releasing information to a third party and, except when the release is ordered in a legal action or arbitration to a party in that legal action or arbitration, delete disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than 4 years old (see letter of understanding in Appendix E).

<b>ARTICLE XIII PROFESSIONAL IMPROVEMENT</b>
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- A. The Board agrees to provide funds in the budget to pay expenses for a reasonable number of teachers each year to attend professional conferences pertaining to their particular department, upon approval of the Superintendent. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant.
- B. The District shall provide Professional Development in accordance with MDE requirements through additional sessions offered outside the contractual day, which teachers may attend.
- C. Curriculum days, with students not in attendance, may be provided for teacher improvement. The dates will be mutually established.
- D. The parties recognize that the need for teacher in-service, curriculum development, and similar activities may make it advisable for certain formally structured opportunities to take place during the school year on days which have otherwise been designated as instructional days on the school calendar. The District and the Association may accordingly mutually agree to modify the negotiated calendar to accommodate such functions. In-services at the building level will be cooperatively planned by the faculty and administration.
  - 1. It is expected that the building administrator will make every effort to adjust the schedules in the

individual buildings so that the same classes will not be missed each month.

2. At least one in-service day a semester will be for in building activities set up by the building in-service committee. The in-service committee of each building will consist of two (2) teachers and their administrator. This committee shall plan and schedule all in-services for that building.

E. Probationary teachers shall be given the opportunity to observe their mentor and/or another teacher for the purpose of observing successful teaching practices and procedures. The district shall provide rotating substitutes at least two (2) times throughout the school year to facilitate the observations. The observation shall be no less than two (2) hours in duration. This practice may also be part of any tenured teacher's IDP.

<b>ARTICLE XIV STUDENT DISCIPLINE AND TEACHER PROTECTION</b>
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A. Since the teacher's authority and effectiveness in his/her classroom are determined when students discover that there is sufficient 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 may take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis on the child's desirable characteristics. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another pupil.

C. Any case of assault upon a teacher in a school related activity shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights including the right to legal with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, provided the teacher was not in violation of any law.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, provided the teacher is not found negligent or in violation of any law.

E. The Board will reimburse teachers for any unusual loss, damage, or destruction of personal property (excluding car) of the teacher while on duty in the school or on school premises, resulting from incidents covered in this article.

F. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file, unless such matter is promptly reported to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

<b>ARTICLE XV GRIEVANCE PROCEDURE</b>
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A. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement may be processed as a grievance as hereinafter provided. The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his/her/their approval in writing thereon.

- B. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Association representative is to be at his/her assigned duty stations. The Association shall designate one representative per building to handle grievances when requested by the grievant. In the event that any representative of this committee is a party in interest to any grievance brought, he/she shall disqualify himself/herself and shall be replaced by the Association President.

The Board hereby designates its building principals to act at Level One as hereinafter described, and the Superintendent or his designated representative to act at Level Three, as hereinafter described.

If the particular grievance is a "class" grievance, affecting teachers in more than one building, the grievance shall be processed directly to Level Three and shall be subject to the same limitations and other requirements as set forth for the institution of grievances at that Level. If the particular grievance is due to the action of someone other than the immediate supervisor, the grievance shall proceed directly to the Administrator of the building to which the grievance applies and shall follow the procedure set forth in Level One and proceed accordingly.

- C. The term "days" as used herein shall mean working days as set forth in the school calendar and in which school is in session.
- D. Grievances will be submitted on the form which is attached as Appendix A.
- E. Should a teacher fail to institute a grievance within ten (10) days after the occurrence, the grievance shall not be processed. Should a teacher fail to appeal a decision within the time limit specified, all further proceedings on a previously instituted grievance, with the exception of the monetary questions, shall be barred.
- F. **PROCEDURE:** The number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended by written agreement of both parties. In the event that a grievance is filed after May 15, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process the grievance prior to the end of the school year, or as near thereafter as possible.

**LEVEL ONE:** The teacher with a grievance shall discuss the alleged grievance with his/her principal either personally or accompanied by his/her Association representative.

**LEVEL TWO:** If, as a result of the informal discussion with the building principal, a grievance still exists, after three (3) school days, he/she may invoke the formal grievance procedure as set forth. A copy of the grievance shall be given to the principal, grievant, and the Association representative or building representative. Within five (5) days of receipt of a grievance, the principal shall meet with the grievant and the Association representative in an effort to resolve the grievance. The principal shall make his/her decision known in writing, within three (3) days after the meeting. A copy thereof shall be given to the grievant, Association representative, and the Superintendent.

**LEVEL THREE:** In the event that the Association or the grievant is unsatisfied with the decision rendered at Level Two, the grievance may be appealed to the Superintendent, provided that such a request is transmitted within at least five (5) days of receipt of the Level Two decision, or within ten (10) days of the Level Two meeting, if no decision has been rendered.

Within five (5) days of the receipt of the grievance, the Superintendent or his/her designee shall meet with the grievant on the grievance and shall make his/her decision, in writing, within three (3) days of the meeting, with a copy of the decision being given to the grievant and the Association.

LEVEL FOUR: In the event the grievance is not satisfactorily resolved by the Superintendent or his/her designee, or no written decision has been given within three (3) days, the grievance shall be transmitted to the Board by filing a written copy of said grievance with the Secretary of the Board or his/her designee. The grievant shall have five (5) days to file from the date of the receipt of the reply, or from the time established because of a lack of written reply. The Board, upon receipt of the letter, not later than its next regular meeting, or two (2) calendar weeks, whichever shall be later, shall hold a hearing upon the request of the grievant, review such grievance in executive session, or give other consideration as it shall deem appropriate. Disposition of the grievance by the Board shall be no later than seven (7) days afterward. A copy of such disposition shall be furnished to the grievant, Superintendent, Principal, and Association.

LEVEL FIVE: If the Association is not satisfied with the disposition of the grievance at Level Four, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator within ninety (90) days of the Board's decision, except in grievances involving monetary issues. The arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties.

G.

1. The union shall provide the School District with five (5) work days advance notice of any teacher it wishes to be present at such arbitration.
2. If either side requests an adjournment or cancellation of the Arbitration Hearing within five (5) work days of the scheduled Arbitration Hearing, the party requesting the adjournment or cancellation shall pay any and all arbitrator charges.
3. Each side shall be responsible for the fees, and expenses of its witnesses, attendees and representatives.

<b>ARTICLE XVI NEGOTIATIONS</b>
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- A. This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration, or additions, only by a subsequent written agreement negotiated between, and executed by, the District and the Association. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- B. The duration of this Agreement shall be from August 1, 2010 to July 31, 2013. All other terms and conditions as set forth in this Agreement are hereby extended to cover the aforementioned period of time.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- D. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.
- E. Representatives of the Administration and the Association's bargaining committee will meet on the call and agreement of the other party for the purpose of reviewing the administration of the contract to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. The party calling the meeting will submit to the other, prior to the agreed-upon meeting, an agenda covering what they wish to discuss. All meetings between the parties will be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities unless otherwise mutually agreed upon.
- F. If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board, or take other lawful measures it may deem appropriate. The Association recognizes the fact that a strike is not a professional means of attaining goals, but it may impose professional sanctions to discourage teachers from seeking employment in the absence of a contract.
- G. Neither party in the negotiations shall have control over the selection of the negotiating or bargaining representatives of the other, and each party may select its representatives from within the school system direct. While no final agreement between the parties shall be executed without ratification by the Board and the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement. There will be three (3) signed copies for purposes of record. One shall be retained by the Board, one by the Association, and one by the Superintendent.

**APPENDIX A  
GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_

**Sandusky Community Schools &  
Sandusky Education Association**  
191 Pine Tree Lane  
Sandusky, MI 48471

Distribution of Form:  
1. Superintendent  
2. Principal  
3. Association  
4. Grievant

Name of Grievant: \_\_\_\_\_

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

Date Cause of Grievance Occurred: \_\_\_\_\_

**Level One:**

Date of Informal Meeting with Principal: \_\_\_\_\_

**Level Two:**

Date Formal Grievance Filed: \_\_\_\_\_

Statement of grievance and relief  
sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant: \_\_\_\_\_

Date of Meeting Between Grievant and Principal: \_\_\_\_\_

Decision of Principal: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Level Three:**

Grievant's Response to Principal's Decision: \_\_\_\_\_

Signature of Grievant: \_\_\_\_\_

Date Appeal Delivered to Superintendent: \_\_\_\_\_

Date of Meeting Between Grievant and Superintendent: \_\_\_\_\_

Decision of Superintendent: \_\_\_\_\_

Superintendent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Level Four:**

Grievant's Response to Superintendent's Decision: \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date Appeal and Request for Hearing Delivered to Board of Education's Secretary: \_\_\_\_\_

Date of Hearing With Grievant and Board of Education: \_\_\_\_\_

Disposition of Board of Education: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Secretary of the Board of Education: \_\_\_\_\_ Date: \_\_\_\_\_

**Level Five:**

Grievant's Response to Disposition of Board of Education: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant: \_\_\_\_\_

Date Submitted to Arbitration: \_\_\_\_\_

Disposition and Award of Arbitrator: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Arbitrator Signature

Date Received

**APPENDIX B  
EXTRA DUTIES**

A.

17%	Athletic Director	4%	Assistant* Cross Country
12%	Head Football	4%	Assistant* Golf
12%	Head Basketball (Boys)	4%	Assistant* Tennis
12%	Head Basketball (Girls)	8%	Soccer (Boys)
8%	Assistant* Football	8%	Soccer (Girls)
8%	Assistant* Basketball (Boys)	4.5%	Cheerleaders (Football)
8%	Assistant* Basketball (Girls)	6.5%	Cheerleaders (Basketball)
8%	Wrestling	3%	Assistant* Cheerleaders
8%	Baseball	4%	Middle School Sports
8%	Track	3%	Cheerleaders (Middle School)
8%	Volleyball	9%	Band
8%	Softball	6%	High School Yearbook
6%	Cross Country	2%	Middle School Yearbook
6%	Golf	4%	Plays (each, approved by Principal & Supt.)
6%	Tennis	4%	Musicals (see 1. below)
6%	Assistant* Wrestling	4%	Vocal
6%	Assistant* Baseball	2%	Middle School Fall/Winter Quiz Bowl
6%	Assistant* Track	2%	Middle School Spring Quiz Bowl
6%	Assistant* Volleyball	2%	High School Fall Quiz Bowl
6%	Assistant* Softball	3%	High School Spring Quiz Bowl

1. Includes Freshmen and Junior Varsity coaches

The percentage of pay for each of the activities listed above is based on the chart below for years of experience in each sport/activity in Sandusky:

<u>Years</u>	<u>% of This Salary:</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
1-3	BA, step 1	\$32,435	\$32,526	\$32,598
4-6	BA, step 2	\$34,086	\$34,171	\$34,256
7-9	BA, step 3	\$36,088	\$36,178	\$36,268
10-12	BA, step 4	\$37,780	\$37,874	\$37,969
13+	BA, step 5	\$39,485	\$39,584	\$39,683

Experience does not need to be continuous; however, a break in excess of five (5) years will result in loss of seniority in that sport/activity.

1. Musicals will be approved by and guidelines will be established by the Principal, Superintendent, and Instructor/s. If the musical involves both a music instructor and a drama instructor, the amount paid shall be 4% for each instructor.

If the music instructor or a drama instructor does a production in conjunction with another instructor, they will be considered co-instructors and the amount paid shall be 5%, split between the two instructors.

2. Reinstating inactive extra duty assignments shall require Board approval.

B. ALL OF THE ABOVE ARE SUBJECT TO THE FOLLOWING GUIDELINES:

1. Salary will NOT be paid unless services are performed.
2. A written yearly report will be submitted for each extracurricular assignment. Information should include:
  - a. Persons involved in the activity
  - b. Summary of activities
  - c. Recommendations for changes
  - d. Schedule
  - e. Scores
  - f. Results
  - g. Logbook of time—to include outside hours and dates.

Reports are not necessarily limited to the above items.

3. Reports will be due two weeks after the activity or individual sport season ends.
4. The Board of Education reserves the right to determine what extracurricular activities will take place during the present contract year.
5. All extracurricular assignments are made on a year-to-year basis.
6. Compensation will be paid in a lump sum upon completion of activity and all reports as mentioned above submitted to respective Principal.
7. All persons filling the above listed positions shall receive the assigned pay rates.

C. IN ADDITION TO:

1. Teachers volunteering for bus chaperoning and ticket taking will be compensated in the following manner:

Bus chaperoning -		\$21.00/trip
Ticket taking -	3 basketball games:	\$20.00
	2 basketball games:	\$15.00
	Varsity Football:	\$15.00
	Jr. Varsity Football:	\$10.00
	Middle School 1 game	\$10.00
	Middle School 2 games	\$15.00

2. Teachers who substitute for another teacher because of sickness defined in Article IX will receive \$18.00 per class period.

**Comp Time:** With advanced approval by the principal, teachers will be allowed to substitute for another teacher if there is a need for that teacher to miss school for a maximum of one hour during the school day. Teachers may accumulate up to three (3) hours of comp time each semester, for which they may ask another teacher to substitute for them (with advanced approval by the principal). At the end of each semester, the teacher who has accumulated comp time will be paid \$18 per hour for his/her unused comp hours (up to three hours). No comp time will be carried over to the following semester. Comp time should be granted for legitimate uses only.

3. Any teacher not covered by the above schedule who is required to work beyond the contract days in his/her regular position shall be compensated for each day worked by the daily rate of pay for that teacher.
4. Per hour compensation for teachers who work beyond contract days for administrative-requested help shall be with approval of Superintendent, at the rate of \$18.00.

It shall be noted that the school counselor and/or speech therapist may be required to work additional days before the start of the school year and/or at the end of the school year. He/she will be paid his/her daily rate for these additional days. These additional days are approved at the discretion of the school principal and/or superintendent.

5. Class Sponsors will be compensated in the following manner:

	<u># of people</u>	<u>% of Step 1, BA</u>
Freshman	2	1%
Sophomore	2	1%
Junior	2	2%
Senior	2	2%
Student Council	1	2%
National Honor Society	1	2%
Middle School N.H.S	1	1%
Middle School Student Council	1	1%
Middle School Builders Club	1	1%
High School RAID	1	1%
High School Peer Tutoring	1	1%
High School Key Club	1	1%

6. Any teacher who coordinates programs or works with students beyond the workday shall be compensated at the rate of \$18.00/hour. The amount of hours shall be determined before the work takes place, by the building principal, individual performing work, and an Association representative, with approval by the Superintendent.

**POSITIONS TO PAY:**

<b>ELEMENTARY:</b>		
Art Fair Director	<u>Hours</u> 15	<u>People</u> 1
Kindergarten Orientation	4	5
Battle of the Books	15	1
 <b>MIDDLE SCHOOL:</b>		
Travel Club Sponsor	8	1
Ski Club Sponsor	8	1
Fifth Grade Orientation	5	up to 8
MCTM, Olympiads	15	1 person per event
Science Olympiad	20	1
Battle of the Books	15	2
 <b>HIGH SCHOOL:</b>		
Academic Games	25	5
Olympiads	20	1 person per event
Science Olympiad	25	1
Art Fair	2	2
Ninth Grade Orientation	2	up to 27

7. Mentor Teachers

Any teacher who is selected to be a mentor teacher shall be compensated as follows:

\$18.00/hour, not to exceed one hour per week; any time beyond this initial hour must be approved by the Superintendent.

8. Teachers who acquire twenty (20) or more hours in excess of their MA degrees shall be considered by the Board to be on the MA+20 rail and shall be compensated as such. This provision shall provide for the inclusion of those hours earned after the BA yet prior to and/or after the MA degree, as long as they total 20 or more credit hours of college course work that will benefit that teacher in his/her position.

9. School Improvement Teams

Maple Valley School Improvement Team (3) @ \$300 each

SMS School Improvement Team (3) @ \$300 each

SHS School Improvement Team (3) @ \$300 each

District School Improvement Team (3) @ 200 each

10. Principals shall assign the duties listed throughout paragraph D not solely based on seniority, but based upon interest and ability. In the event that multiple staff members express interest in any of these positions, formal letters of application must be sent to the superintendent.

D. Non-staff coaches will be paid through a third party administrator.

Teachers with less than 10 years of service to Sandusky will be paid through a third party administrator.

Teachers with more than 10 years of service will choose to be paid through a third party administrator or through school payroll.

<b>APPENDIX C</b> <b>FRINGE BENEFITS</b>
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A. The Board will provide insurance premiums on behalf of the employee and his/her eligible dependents, a choice of either Plan A, Plan B or Plan C. Premiums shall be paid for a full twelve-month period.

**PLAN A: CHOICES II with \$10/\$20 prescription co-pay (MESSA Saver Rx)**

	2010-2012 Effective 9/1/10
Delta Dental	90/90/90 \$2,000 Annual Maximum Ninety \$2,000 Ortho Maximum Lifetime, Effective 12/1/2009
Negotiated Life	\$20,000 AD&D
Vision	VSP-3 Platinum
Long Term Disability	66 2/3%
\$2,500 Maximum	
90 Calendar Days Modified Fill	
Waiver on Pre-Existing Condition	
Alcoholism/Drug – same as any other illness	
Mental/Nervous – same as any other illness	
Freeze on Offsets	

In the event the rate of insurance (including all parts of Plan A) increases more than 20% between September, 2010 and August, 2012, Plan A will convert to a \$300/\$600 deductible, beginning September 1, 2012.

Employees not electing Plan A (referred to above) upon written application, will be entitled to a stipend at the rate of \$6,000 per year, which will be paid monthly (\$500 per month).

**OR**

**Plan B** – For employees not needing health insurance and electing the dependent life option.

Delta Dental	80/80/80: \$1,300
Negotiated Life	\$30,000 AD&D
Vision	VSP-3
Long Term Disability	66 2/3% same as Plan A
Dependent Life	\$2,000/\$2,000 (spouse/child)

Employees not electing Plan A B (referred to above) upon written application, will be entitled to a stipend at the rate of the difference between \$6,000/year and the yearly cost of the items listed above. This amount will be paid monthly (1/12<sup>th</sup>).

**OR**

**Plan C** – For employees not needing health insurance and NOT electing the dependent life option.

Delta Dental	80/80/80: \$1,300
Negotiated Life	\$30,000 AD&D
Vision	VSP-3
Long Term Disability	66 2/3% same as Plan A

Employees not electing Plan A C (referred to above) upon written application, will be entitled to a stipend at the rate of the difference between \$6,000/year and the yearly cost of the items listed above in plan C. This amount will be paid monthly (1/12<sup>th</sup>).

- B. Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carriers, on the first day of the month following the month work commenced.
- C. Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
- D. The Board agrees to provide the above-mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
- E. Any teacher voluntarily leaving the system, or any teacher having been legally removed from the system, shall have all benefits terminated the first day of the month following the termination of his/her employment.
- F. Salary, Longevity, and Terminal Payments
  - 1. Full experience within the previous five (5) years, plus one (1) year experience for each additional two (2) years of previous experience may be transferred, in the Board's discretion, to the Sandusky Community Schools, up to a maximum of ten (10) years' experience.
  - 2. After reaching the top of the pay scale, longevity pay for each year will be paid as follows:

<u>Years Beyond Top of Pay Scale</u>	<u>*Percent</u>	<u>+ Additional Amount</u>
1-3 years	6.0 %	\$1,140
4-8 years	6.5 %	\$1,300
9-13 years	7.0 %	\$1,450
14-18 years	7.5 %	\$1,600
19+ years	8.0 %	\$1,755

*\*Percent is of the BA Base.*

3. Compensation per accumulated sick leave will be granted upon leaving after ten (10) years of service to the Sandusky Community Schools, at the rate of \$22.00/day. Beginning with the 2010-2011 school year, payment will be at the rate of \$30/day. Sick days used will be deducted first from the most current accumulated sick days.

Laid-off teachers not having ten (10) years of service to the district may choose compensation per accumulated sick leave. If they exercise this option, they forfeit any accumulated sick leave, which they may have had, upon returning to the district.

All teachers employed by the district as of December 18, 2002, shall be grandfathered in maintaining the above benefit with no cap.

All teachers hired after December 18, 2002, shall have compensation per accumulated sick leave capped at 90 days, upon leaving for the purposes of retirement after ten (10) years of service to the Sandusky Community Schools, at the rate of \$22.00/day. Beginning with the 2010-2011 school year, payment will be at the rate of \$30/day.

4. The teacher retirement fee (excluding the MIP individual contribution) shall be paid by the Board of Education.
5. Upon completion of ten (10) years of service to the Sandusky Community Schools, current employees will be entitled to have the Board contribute a flat rate of \$1,200 toward purchase of a MEA Financial Services Tax-Sheltered Annuity or any other Board approved Tax-Sheltered Annuity. Contributions shall be made on a monthly basis (e.g. \$100) payable to the carrier by the 15<sup>th</sup> of each month. New hires in the 1991-1992 school year and thereafter shall need to have ten (10) years of teaching service to qualify for said annuity.

### SALARY SCHEDULE

**2010-2011**

STEP	BA	BA+20	MA	MA+20
1	\$ 32,435	\$ 34,086	\$ 35,749	\$ 37,425
2	\$ 34,086	\$ 35,749	\$ 37,425	\$ 39,117
3	\$ 36,088	\$ 37,780	\$ 39,485	\$ 41,210
4	\$ 37,780	\$ 39,485	\$ 41,210	\$ 42,955
5	\$ 39,485	\$ 41,210	\$ 42,955	\$ 44,707
6	\$ 41,210	\$ 42,955	\$ 44,707	\$ 46,470
7	\$ 42,955	\$ 44,707	\$ 46,470	\$ 48,258
8	\$ 44,707	\$ 46,470	\$ 48,258	\$ 50,059
9	\$ 46,470	\$ 48,258	\$ 50,059	\$ 51,879
10	\$ 48,258	\$ 50,059	\$ 51,879	\$ 53,703
11	\$ 50,977	\$ 52,824	\$ 54,675	\$ 56,549
12	\$ 53,524	\$ 55,465	\$ 57,408	\$ 59,382

**SALARY  
SCHEDULE  
2011-2012**

STEP	BA	BA+20	MA	MA+20
1	\$ 32,516	\$ 34,171	\$ 35,838	\$ 37,519
2	\$ 34,171	\$ 35,838	\$ 37,519	\$ 39,214
3	\$ 36,178	\$ 37,874	\$ 39,584	\$ 41,313
4	\$ 37,874	\$ 39,584	\$ 41,313	\$ 43,062
5	\$ 39,584	\$ 41,313	\$ 43,062	\$ 44,819
6	\$ 41,313	\$ 43,062	\$ 44,819	\$ 46,586
7	\$ 43,062	\$ 44,819	\$ 46,586	\$ 48,379
8	\$ 44,819	\$ 46,586	\$ 48,379	\$ 50,184
9	\$ 46,586	\$ 48,379	\$ 50,184	\$ 52,009
10	\$ 48,379	\$ 50,184	\$ 52,009	\$ 53,837
11	\$ 51,104	\$ 52,956	\$ 54,812	\$ 56,691
12	\$ 53,658	\$ 55,604	\$ 57,551	\$ 59,531

**SALARY SCHEDULE  
2012-2013**

STEP	BA	BA+20	MA	MA+20
1	\$ 32,598	\$ 34,256	\$ 35,928	\$ 37,613
2	\$ 34,256	\$ 35,928	\$ 37,613	\$ 39,312
3	\$ 36,268	\$ 37,969	\$ 39,683	\$ 41,416
4	\$ 37,969	\$ 39,683	\$ 41,416	\$ 43,170
5	\$ 39,683	\$ 41,416	\$ 43,170	\$ 44,931
6	\$ 41,416	\$ 43,170	\$ 44,931	\$ 46,703
7	\$ 43,170	\$ 44,931	\$ 46,703	\$ 48,500
8	\$ 44,931	\$ 46,703	\$ 48,500	\$ 50,310
9	\$ 46,703	\$ 48,500	\$ 50,310	\$ 52,139
10	\$ 48,500	\$ 50,310	\$ 52,139	\$ 53,972
11	\$ 51,232	\$ 53,088	\$ 54,949	\$ 56,832
12	\$ 53,792	\$ 55,743	\$ 57,695	\$ 59,680

**APPENDIX D**

<b>Sandusky Community Schools 2010 – 2011 Calendar</b>		
<b>Month</b>	<b>Date</b>	<b>Event</b>
September	1	Staff Professional Development
	2	Staff Professional Development
	2	District Open House: 5:30 – 6:30 p.m. –High School 6:00 – 7:00 p.m. – Maple Valley 5:00 – 6:00 p.m. – Middle School
	3 - 6	No School – Labor Day Weekend
	7	First day – ½ day for students & teachers
October	12-14 & 19, 20	MEAP
	15 & 21,22 & 25-29	MEAP Make-up
November	5	End of 1 <sup>st</sup> Marking period (43.5 days)
	15	No School - Staff Professional Development
	16	6:00 – 9:00 P/T Conferences – Maple Valley & Middle School
	17	6:00 – 9:00 P/T Conferences – Maple Valley & High School
	18	6:00 – 9:00 P/T Conferences – Middle School & High School
	19	No School for students or teachers
	24-26	No School – Thanksgiving Break
December	20-31	No School – Winter Break
January	3	School Resumes
	17	No School - Staff Professional Development
	27	End of 2 <sup>nd</sup> Marking Period (43 days) (First Semester)
	28	No School – Staff Professional Development
February	8	6:00 – 9:00 P/T Conferences - MV, SMS, <u>or</u> SHS (TBD)
	9	6:00 – 9:00 P/T Conferences - MV, SMS, <u>or</u> SHS (TBD)
	10	6:00 – 9:00 P/T Conferences - MV, SMS, <u>or</u> SHS (TBD)
	21	No School – President’s Day
March	1 - 3	ACT / MME
	15 - 17	ACT / MME Make-up
April	1	End of 3 <sup>rd</sup> Marking Period (44 days)
	4-8	No School – Spring Break
	22	No School - Good Friday
	25	No School
May	22	Graduation
	30	No School – Memorial Day
June	9	Last Day of School – ½ day for students & teachers End of 4th Marking Period (40.5 days) (Second Semester)
	10-30	Snow Day Make-up

	Student's start and ending time	Bus Times
Maple Valley	8:15 AM - 3:25 PM	8:10 AM - 3:25 PM
Middle School	8:10 AM - 3:05 PM	8:00 AM - 3:05 PM
High School	8:10 AM - 3:06 PM	7:55 AM - 3:06 PM

**APPENDIX E**

Letter of Understanding  
September 29, 2010

**Appendix C – Cash in Lieu of Insurance**

It is understood that according to MESSA insurance regulations and underwriting, 100% of the employees must enroll in Plan A (full benefits) or Plan B (full benefits minus health insurance). There is not an option of waiving all insurance. Therefore, it is understood that Plan C is not available to SEA members.

**Article XII – Paragraph F**

It is understood that any incident(s) of discipline that is over four years old will not be considered in the progression through disciplinary steps. Furthermore, SEA understands that employee disciplinary matters may not be removed from the employee’s personnel file.

It is further understood that the school district will comply with the requirements of the Bullard-Plawecki Employee Right To Know Act (Act 397 of 1978) and Section 380.1230b of the Michigan Revised School Code of 1976 in regards to filing of employee records and the release of those records to other parties.

**Teacher Evaluation Law**

The Sandusky Educational Association and the Sandusky Board of Education realize the importance of fulfilling the requirements of MCL 380.1249 and MCL 380.1250 enacted by the Michigan Legislature. The SEA and Board will negotiate in good faith to agree on language that satisfies the new law when prototype language becomes available. It is understood that an addendum to the SEA 2010-2013 contract will be completed and attached before January 1, 2011.

\_\_\_\_\_  
SEA President – Brad Bays

\_\_\_\_\_  
Board President – Dr. Robert Hassler

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Preamble**

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of the democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive and no such provision shall be enforceable in any form other than the one specifically designated by the NEA or its affiliates.

**PRINCIPLE I: Commitment to the Student**

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator—

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student's access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly—
  - a. Exclude any student from participation in any program
  - b. Deny benefits to any student
  - c. Grant any advantage to any student

7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

**PRINCIPLE II: Commitment to the Profession**

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator—

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a non-educator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative the day and year first written above.

By \_\_\_\_\_  
President of the Board

By \_\_\_\_\_  
President of the Association

By \_\_\_\_\_  
Secretary of the Board

By \_\_\_\_\_  
Secretary of the Association

DISTRICT:

ASSOCIATION:

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