

**AGREEMENT**

**BY AND BETWEEN**

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

**and**

**THE SANDUSKY EDUCATION ASSOCIATION**

**August 1, 2016 – July 31, 2019**

**Language (3 years)**

**Financial (1 year)**

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

This Agreement entered into this 29<sup>th</sup> day of June, 2016, 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. Employees shall also have the right to refrain from such activities. 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, or lack of membership, 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. Teachers may either (1) agree to join the Association S.E.A., M.E.A., & N.E.A. or (2) choose to not pay association dues.
- 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.
- H. The board will provide a notebook of all school policies to be located in the teachers' lounge. The Board agrees to email all teachers a link to all policy changes, within 5 days of final board approval.
- I. The Sandusky Education Association and the Michigan Education Association shall be granted the use of a bulletin board in each of the teacher's lounge area.
- J. The Association UniServ Director shall have access to school facilities during normal school hours. The initial contact in such buildings shall be with the school office to announce his/her presence. The UniServ Director's activities shall not interfere with normal instruction or school activities.
- K. Upon the conclusion of any school staff meeting the Association may make announcements to its members.

**ARTICLE III  
MANAGEMENT RIGHTS**

- 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) a 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 - compensation.

**ARTICLE IV  
REQUEST FOR DEDUCTIONS**

- A. Teachers may deliver to the Board, an assignment authorizing deduction of all mutually agreed upon deductions from the regular salaries of all such teachers. The Board agrees to submit to the respective agencies all money so deducted, including SEA/MEA/NEA dues, (unless state law prohibits such collection).
- 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. Teacher Work Day**

The work day shall not exceed 7.25 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 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 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, 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. At the request of the Association President, he/she shall be exempt from detention and hall duty assignments.

**B. Elementary Preparation Time**

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. Definition of Teacher Preparation Time**

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. Teaching Loads**

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.

All Directed Studies will be taught by a Sandusky teacher as part of his/her regular schedule, not by a third party.

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 health insurance, sick leave, and preparation time, on a prorated basis.

**E. Duty of a Teacher**

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

F. **Class Size - Elementary**

1.	Elementary	Class Load
	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
	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. Student Load Distribution**

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. Special Education Case Loads**

If the Intermediate School 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.

Elementary Teachers (K-6): The teacher shall be paid an amount of \$1.50 per day, per student that the teacher's case load is beyond 18, up to the waiver limit (currently 21 students).

Secondary Teachers (7-12): The teacher shall be paid an amount of \$1.50 per day, per student that the teacher's case load is beyond 21, up to the waiver limit (currently 23 students).

Speech Teacher (K-12): The teacher shall be paid an amount of \$1.50 per day, per student that the speech teacher's case load is beyond 62, up to the waiver limit (currently 65 students).

**J. Yearly Hours/Salary**

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. Parking Facilities**

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. Traveling Teachers**

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. 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.

**N. Least Restrictive Environment**

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

**O. 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.

**P. Telephones**

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

**Q. 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.

**R. Lesson Plans**

Teachers will keep curriculum alignment/mapping materials for the courses they teach. The curriculum alignment/mapping materials shall include required content standards, learning targets/instructional objectives that connect to the content standards, curriculum materials being used, and methods of student assessment. These curriculum alignment/mapping materials shall be continually evolving documents that get updated as needed to reflect changes in curricular standards and/or shifts in instructional/curricular focus; teachers shall never consider these curriculum alignment/mapping materials as finished documents.

Teachers shall work with relevant data (from classroom assessments as well as data provided by the administration) to inform them on the types of changes that are needed. The curriculum alignment/mapping materials shall be provided to administration upon request.

Administration shall supply appropriate tools for staff to use in their curriculum alignment/mapping. Training in use of these tools will be provided in PD and/or staff meetings and on an individualized basis as needed.

All Probationary teachers and/or teachers on an IDP must submit weekly lesson plans to the administration. Administration shall consult with such teachers on the method for submitting lesson plans. These lesson plans must include the learning target/instructional objective for that lesson as well as the curricular standard(s) being covered.

All teachers need to make lesson plans available to administration for observation purposes per state law. These lesson plans must include the learning target/instructional objective for that lesson as well as the curricular standard(s) being covered. It is desirable that the lesson plan is available at the start of the observation. If not available at the start of the lesson it shall be sent to the observing administrator before the start of the following school day.

**S. Building Access**

Teachers will have access to their buildings and classrooms 24 hours a day, 7 days a week during the school year. 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, construction and recognized holidays.

**T. Extra Unpaid Duties**

It is understood that any extra unpaid duties are voluntary. No teacher will be forced to participate. It is further understood that there are certain duties required of all teachers (i.e. hall duty, detention, etc.) These duties are not affected by this provision.

**U. Use of School Facilities**

SEA members may be allowed to make reasonable use of Sandusky Community School facilities, with Superintendent approval, to provide extra services to Sandusky students and/or the community at large. There will be no charge for the use of facilities, unless there is an extra cost to the district. A building use form must be completed and approved before the event(s).

**V. New Technology Initiatives**

No teacher shall be required to implement a new technology initiative without appropriate training and support on the technology to be used. Included in the training will be the expectations for its implementation. Staff will be advised if the new technology is included in their yearly evaluation.

**W. After Hour Requirements**

1. All teachers will be required to attend the District Open House for a maximum of 1 hour at the beginning of the school year.
2. All teachers will be required to attend fall Parent-Teacher Conferences for a maximum of 6 hours (over two evenings).
3. Elementary teachers (grades K-6) will be required to attend winter Parent-Teacher Conferences for a maximum of 3 hours.
4. Secondary teachers (grades 7-12) will have the opportunity to attend various after-school parent meetings (three hours maximum) throughout the school year (in place of winter conferences). Reasons for these meetings would include 7th grade orientation, 9th grade orientation, standardized test updates, and/or any topics deemed relevant by the building school improvement committee. Teachers who do not attend at least three hours of after school meetings would be required to work the balance of the time at the end of the school year. Should the last day for students be a half-day of instruction, the time would need to be worked that afternoon.

If a teacher is absent from any of the activities in parts 1-4 above, the appropriate time (in hours) will be deducted from (a) accumulated comp time, (b) personal business time, or (c) sick time (in that order), unless other arrangements are approved by the Principal in advance of the absences.

X. **Certificated Staff Teaching Online Classes in addition to Regular Teaching Assignments.**

1. Certificated staff may teach online courses for which they are highly qualified and trained, in addition to their regular teaching assignment.
2. Teaching an online course lasting one semester, in addition to a teacher's regular teaching assignment, will be compensated as follows:
  - a. \$250 for the first student enrolled in the course.
  - b. \$200 for each additional student enrolled in the course.
3. The number of students enrolled in each online course shall be capped at 30 students unless additional students are approved by the online teacher. The teacher will be paid \$200 for each additional student over the limit of 30.
4. The teacher will receive payment for teaching the online course in the first pay period after the end of the semester in which the course was taught.
5. With the mutual consent of the administration and the teacher involved, the online class may be taught as one of the teacher's regular hourly teaching assignments. In this instance, no additional compensation will be paid to the teacher above his/her normal salary.
6. No teacher will be required to teach an online class without their consent.

Y. **Grades**

Final grades for each marking period will be due no sooner than 3 business days from the end of the marking period.

Z. **Classroom Supplies**

Teachers will be provided with no less than \$150 yearly for classroom supplies or instructional materials to use at their discretion. Administration may add additional annually as the budget allows. The amounts may be banked for a maximum of 3 years, in circumstances that are infrequent and over \$50 in \$10 increments to make larger purchases as needed. Teachers will track their spending. Teachers may agree to pool their total to purchase shared resources. Teachers who agree to pool their total must place the request in writing to their principal.

AA. **Instructional Materials**

Teachers shall be the lead reviewers in the selection of instructional materials that they are expected to use. The Board will make the final decision regarding the purchase of textbooks/online curriculum materials.

**ARTICLE VI  
QUALIFICATIONS AND ASSIGNMENTS**

- A. Both parties recognize the fact that all teachers shall be fully certified and qualified in their teaching field.
- B. 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. 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.

**ARTICLE VII  
LAYOFF AND RECALL PROCEDURE**

- A. By September 30 annually, a seniority list shall be prepared as follows:
1. Teachers 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.
  2. 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.
  3. 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.
- B. 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.
- C. 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.

A laid off teacher who refuses an offer of a position for which he/she is certified and qualified, from the Board, shall be cause for termination. Furthermore, failure to respond to a written offer by the Board within ten (10) days, via certified letter, 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.

D. Special Conditions.

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.

<b>ARTICLE VIII ILLNESS OR DISABILITY AND PERSONAL BUSINESS</b>
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- 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 note (at the request of the superintendent) may be required to return to work or to justify 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 (for up to 14 school 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 absence.. Personal Business days may not be approved for the day(s) before or after a scheduled holiday break. 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 and the employee's retirement costs for each day approved.
- K. Sandusky Community Schools follows the Family Medical Leave Act (FMLA). Accumulated sick leave days may be used for the disability period as determined by a physician's recommendation.

<b>ARTICLE IX LEAVE OF ABSENCE</b>
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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.

- 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, 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.
- 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. 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). 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, to the extent that sick leave may be utilized for such purposes.

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. 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 X EVALUATION OF TEACHERS</b>
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A. The Evaluation Report will be written by a Sandusky Community Schools Administrator.

<b>ARTICLE XI 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. 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.
- C. A complaint made against a teacher by a parent, a student, or another teacher will be promptly called to the attention of the teacher.

**ARTICLE XII  
PROFESSIONAL IMPROVEMENT**

- 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.
- F. The district will record topics and codes for professional development (PD) for each District Provided PD day, per building. This document will be placed in a Google Document and shared with all teaching staff. Teachers will sign in and out on professional development days to provide attendance records for tracking purposes.
- G. Sandusky Community Schools shall take into consideration Professional Development resources available free of charge from the Michigan Education Association.

**ARTICLE XIII  
STUDENT DISCIPLINE AND TEACHER PROTECTION**

- 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 counsel 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.

<p><b>ARTICLE XIV</b> <b>GRIEVANCE PROCEDURE</b></p>
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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. 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, and the Superintendent or his designated representative to act at Level Three.

If the particular grievance is a "class" grievance, affecting teachers in more than one building, the grievance shall be processed directly to Level Three. 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, including business days during the summer (defined by days when the superintendent is on duty).
- 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 five (5) school days, he/she may invoke the formal grievance. 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 five (5) 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 five (5) 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 five (5) 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 ten (10) 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.

**ARTICLE XV  
NEGOTIATIONS**

- 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, 2013 to July 31, 2019. 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 Michigan Employment Relations Commission, 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.
- H. If an emergency financial manager is appointed by the state under P.A. 4 of 2011, Fiscal Accountability Act, the Emergency Manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act

(PERA).

**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.	<u>Varsity Coaches</u>	<u>Assistant Coaches (Sub-Varsity)</u>
	12% (1) Football	8% (3) Football
	12% (1) Basketball (Boys)	8% (1) Basketball (Boys)
	12% (1) Basketball (Girls)	8% (1) Basketball (Girls)
	8% (1) Volleyball	6% (1) Volleyball
	8% (1) Baseball	6% (1) Baseball
	8% (1) Softball	6% (1) Softball
	8% (1) Track	

Junior High School (Grades 7-8)

4%	(2) Football
4%	(2) Volleyball
4%	(2) Basketball (Boys)
4%	(2) Basketball (Girls)
4%	(1) Track (Boys)
4%	(1) Track (Girls)

Co-Curricular

9%	(1) Band (High School)
6%	(1) Yearbook (High School)
2%	(1) Yearbook (Junior High School)
2%	(1) Yearbook (Elementary School)
5%	(1) Quiz Bowl (High School)
3.5%	(1) Quiz Bowl (Junior High School)
4%	(1) Plays (each, approved by the principal and superintendent)
4%	(1) Musicals (see #1 below)
4%	(1) Vocal (High School)

1. If any of the sports listed in the 2010-2013 SEA contract are reinstated as a school sport, the sport will be re-inserted into the existing contract with a comparable wage stated in the current contract.
2. 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.

Years	% of This Salary:	2016-2017	2017-2018	2018-2019
		1%	TBD	TBD
1-3	BA, step 1	\$35,000	TBD	TBD
4-6	BA, step 2	\$36,212	TBD	TBD
7-9	BA, step 3	\$38,338	TBD	TBD
10-12	BA, step 4	\$40,136	TBD	TBD
13+	BA, step 5	\$41,948	TBD	TBD

3. Experience does not need to be continuous. Salary will be frozen on the scale in the event the coach/advisor leaves service and returns at a later date. When the coach/advisor returns they will be placed on the salary step that corresponds to their years of service in that activity. All levels listed in this contract (junior high, sub-varsity and varsity) shall count as experience for that specific activity.

4. 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.

5. 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 and not subject to the grievance procedure.
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 who substitute for another teacher will receive \$23 per class period. Teachers shall indicate to the principal if they want to receive comp time, or to be paid at the end of the semester.

**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 \$23 per hour for his/her unused comp hours. No comp time will be carried over to the following semester. Seven (7) hours of comp time may be used as an additional personal day.

2. 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. All extra pay must be pre-approved by the Superintendent in writing.
3. Per hour compensation for teachers who work beyond contract days for administrative-requested help shall be with approval of Superintendent, at the rate of \$23.00.

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.

4. 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%
HS Student Council	1	2%
HS National Honor Society	1	2%
JH School N.H.S	1	1%
JH School Student Council	1	1%
HS Key Club	1	1%

5. Any teacher who coordinates programs or works with students beyond the workday shall be compensated at the rate of \$23.00/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:

ELEMENTARY:	<u>Hours</u>	<u>People</u>
Art Fair Director	15	1
Kindergarten Orientation	4	5
Battle of the Books	15	1
JUNIOR HIGH SCHOOL:		
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
HIGH SCHOOL:		
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

6. Mentor Teachers

Any teacher who is selected to be a mentor teacher shall be compensated as follows: \$23.00/hour, not to exceed one hour per week; any time beyond this initial hour must be approved by the Superintendent.

7. 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.

8. School Improvement Teams

Sandusky Elementary School Improvement Team (4) @ \$300 each  
 Sandusky Jr/Sr High School Improvement Team (4) @ \$300 each  
 District School Improvement Team (3) @ \$200 each  
 District Talent Development Coordinator (1) @ \$1500  
 Child Study Team Chairperson (1) @ \$400  
 Child Study Team – Lead Teacher (2) @ \$250 each

9. Principals shall assign the duties listed throughout paragraph c 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. Coaches/Sponsors will select one of the following options for payment:

Note: This paragraph will be revisited as part of SY 17-18 financial negotiations (October, 2017).

1. Total salary will be paid through payroll.
2. Total salary reduced by \$X and will be paid through payroll with up to \$X to be reimbursed as an employee business expense as an accountable plan. See below for definition of \$X.

Note: Appropriate documentation is required to be reimbursed for mileage and other expenses. The documentation will be submitted on one form at the conclusion of the season, before final payment is made. Administration will create a form for reimbursement. All reimbursements will be written on the same form.

Varsity Coaches	\$X = \$400
All Other Coaches	\$X = \$200
Band	\$X = \$400
HS Yearbook	\$X = \$400
Drama (Fall & Spring - each)	\$X = \$200
JH & Elementary Yearbook	\$X = \$200
Quiz Bowl (HS Fall, HS Spring, JH)	\$X = \$200
Gifted/Talented Coordinator	\$X = \$200
Class Sponsors/Advisors/Student Council	\$X = \$ 75

<b>APPENDIX C FRINGE BENEFITS</b>
---------------------------------------

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

As per PA 152 of 2011 (Health Insurance Cap), the district will pay the maximum amount shown below towards the employee health insurance premium.

The following figures are the 2016 health care cap figures:

\$6,142.11/year for single plan  
\$12,845.04/year for two-person plan  
\$16,751.23/year for family plan

Note: These amounts may be adjusted yearly based upon the requirements of PA 152 of 2011.

The District shall implement insurance copayments pursuant to PA 152 of 2011 and shall adopt the hard cap option for the 2016-2017 school year. The parties further agree that the Association can direct the District in regards to the amount of member copayments providing that the District receive full credit for the hard cap amounts per individual plan. The Board welcomes input from the SEA for the following year in regards to hard cap or 20% provision, but the final decision will be made solely by the Board.

The Association will inform the Board of which plan and provider they chose by august 1, 2016.

Plan A

See "OTHER BENEFITS" below.

OR

Plan B

For employees not needing health insurance and electing the dependent life option.

See "OTHER BENEFITS" below.

Employees electing Plan B will be entitled to a stipend at the rate of the difference between \$6,000/year and the yearly cost of the items listed below in Plan B (upon written application). This amount will be paid monthly (1/12<sup>th</sup>).

**"OTHER BENEFITS"**

**In effect for all three years of the contract.**

**Plan A**

Delta Dental

100/90/90 \$2000 Annual Maximum

Ninety \$5000 Ortho Maximum

2 Cleanings, Sealants

Negotiated Life

\$40,000 AD&D

Vision

VSP-3 Plus Platinum

Long Term Disability

\$3500 Maximum 66 2/3%

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

**Plan B**

Delta Dental

80/80/80, \$1300 Annual Maximum

Negotiated Life

\$50,000 AD&D

Vision

VSP-3

Long Term Disability

Same as Plan A

Dependent Life

\$2000/\$2000 (spouse/child)

- 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. The Board will be the policy holder on health insurance policies.
- 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 %	\$1,240
4-8 years	6.5 %	\$1,400
9-13 years	7.0 %	\$1,550
14-18 years	7.5 %	\$1,700
19+ years	8.0 %	\$1,855

*\*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 \$30.00/day.

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 hired after December 18, 2002, shall have compensation per accumulated sick leave capped at 150 days, upon leaving for the purposes of retirement after ten (10) years of service to the Sandusky Community Schools, at the rate of \$30/day.

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

- 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 (including a Roth IRA). Contributions shall be made on a monthly basis (e.g. \$100) payable to the carrier by the second paycheck of each month.

6. Benefits shall be paid based on a seven (7) period day, including the contractual planning period. If an employee is less than full time, the employee will receive pro-rated benefits by calculating the ratio of hours assigned (including planning time) to seven (7). For example, if a teacher is assigned to teach 6 periods (including planning time), the Board will pay 6/7ths of the benefit package (the employee will pay 1/7th). The amount payable due to the health payment cap (as defined in paragraph A of Appendix C, above) will be factored into this equation.

**Financial – Year 1  
August 1, 2016 – July 31, 2017**

BA-Base pay increased to \$35,000.

1.0% raise

Steps/Rails to be paid

**Financial – Year 2  
August 1, 2017 - July 31, 2018**

\$200 added to the salary schedule in September (2017)  
Percent negotiated in October, 2017, after count day, minus the \$200 already in the schedule.  
Steps/Rails to be paid

**Financial – Year 3  
August 1, 2018 - July 31, 2019**

\$200 added to the salary schedule in September (2018)  
Percent negotiated in October, 2018, after count day, minus the \$200 already in the schedule.  
Steps/Rails to be paid

**SALARY SCHEDULE**  
**2016-2017 (1% increase)**

Note: Step 1 increase by \$882 for each level

STEP	BA	BA+20	MA	MA+20
1	\$ 35,000	\$ 36,735	\$ 38,485	\$ 40,248
2	\$ 36,212	\$ 37,979	\$ 39,760	\$ 41,556
3	\$ 38,338	\$ 40,136	\$ 41,948	\$ 43,780
4	\$ 40,136	\$ 41,948	\$ 43,780	\$ 45,635
5	\$ 41,948	\$ 43,780	\$ 45,635	\$ 47,496
6	\$ 43,780	\$ 45,635	\$ 47,496	\$ 49,370
7	\$ 45,635	\$ 47,496	\$ 49,370	\$ 51,270
8	\$ 47,496	\$ 49,370	\$ 51,270	\$ 53,183
9	\$ 49,370	\$ 51,270	\$ 53,183	\$ 55,116
10	\$ 51,270	\$ 53,183	\$ 55,116	\$ 57,053
11	\$ 54,157	\$ 56,119	\$ 58,087	\$ 60,077
12	\$ 56,863	\$ 58,925	\$ 60,989	\$ 63,087

**APPENDIX D – School Calendar (2016-2017)**

<b>August</b>	<b>29</b>	Staff Professional Development
	<b>30</b>	Staff Professional Development District Open House (pending due to construction) 5:00 - 6:00 (SES) 5:30 - 6:30 (SHS)
<b>September</b>	<b>6</b>	<b>First Day of School (FULL DAY)</b>
	<b>26</b>	<b>HALF DAY for Students</b> SES Professional Development: 12:30 - 6:30 **SHS Professional Development: 12:30 - 3:30
<b>November</b>	<b>4</b>	End of 1st Marking Period (44 days)
	<b>16</b>	Parent-Teacher Conferences: 5:00 - 8:00 p.m.
	<b>17</b>	Parent-Teacher Conferences: 5:00 - 8:00 p.m.
	<b>23-25</b>	<b>No School: Thanksgiving Break</b>
<b>December</b>	<b>22-30</b>	<b>No School: Winter Break</b>
<b>January</b>	<b>2</b>	<b>No School: Winter Break</b>
	<b>3</b>	<b>School Resumes</b>
	<b>27</b>	<b>HALF DAY for Students and Staff</b> End of 2nd Marking Period (49 days)
<b>February</b>	<b>6</b>	<b>HALF DAY for Students</b> SES Professional Development: 12:30 - 6:30 **SHS Professional Development: 12:30 - 3:30
	<b>16</b>	Parent-Teacher Conferences: 5:00 - 8:00 p.m.
	<b>20</b>	<b>No School: President's Day Weekend</b>
<b>March</b>	<b>31</b>	End of 3rd Marking Period (44 days)
<b>April</b>	<b>3-7</b>	<b>No School: Spring Break</b>
	<b>10</b>	<b>School Resumes</b>
	<b>14</b>	<b>No School: Good Friday</b>
<b>May</b>	<b>21</b>	Graduation
	<b>29</b>	<b>No School: Memorial Day</b>
<b>June</b>	<b>9</b>	<b>Last Day of School (HALF DAY)</b> End of 4th Marking Period (43 days)
	<b>12</b>	Staff Professional Development This day will be used for the first snow day makeup if necessary. PD day will be moved to after all makeups
	<b>13-30</b>	<b>Snow Day Make-Up (if needed)</b>

	<b>SHS</b>	<b>SES</b>
<b>Bus Drop Off:</b>	<b>7:50 a.m.</b>	<b>8:05 a.m.</b>
<b>Class Start Time</b>	<b>8:10 a.m.</b>	<b>8:10 a.m.</b>
<b>Class End Time (Half Day)</b>	<b>11:42 a.m.</b>	<b>11:49 a.m.</b>
<b>Class End Time (Full Day)</b>	<b>2:50 p.m.</b>	<b>3:04 p.m.</b>

**APPENDIX E**

**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.

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**PRINCIPLE II: Commitment to the Profession**

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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:

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ASSOCIATION:

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