

# Saranac Community Schools

## Board of Education Saranac Education Association

**August 22, 2012 through August 23, 2013**  
(This agreement shall be effective upon ratification by both parties.)



# S.E.A.

Strike-through language in this contract represents those provisions the parties have identified as being unenforceable pursuant to 2011 PA 100-103. The parties agree that these provisions shall promptly return to full force and effect, unless prohibited by law, and remain embodied within this contract in the event the applicable law(s) is/are repealed, struck down in whole or in part in a final determination by a court of competent jurisdiction, or is/are otherwise agreed by the parties to be unconstitutional during the term of this agreement. Where unenforceability applies only to those SEA members subject to the Teachers' Tenure Act, the intent of the parties was to make modifications to existing language to maintain enforceability for those unaffected.

THIS IS A MASTER AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE SARANAC COMMUNITY SCHOOLS, HEREINAFTER CALLED THE "BOARD", AND THE SARANAC EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION".

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ARTICLE 1  
Recognition

A. RECOGNITION

1. The Board recognizes the Saranac Education Association, hereafter referred to as the Association, as the exclusive bargaining representative for all full-time and regular part-time certified personnel, including classroom teachers, guidance counselors, alternative education teachers, librarians, and social workers employed by Saranac Community Schools, but excluding
  - a) per diem substitute teachers
  - b) supervisory and executive personnel
  - c) office and clerical employees
  - d) school aides
  - e) custodians
  - f) food service employees
  - g) school bus drivers
  - h) maintenance employees
  - i) Saranac Adult & Community Education instructors
  - j) all other employees of the Board

The term "teacher", when used hereafter in this agreement, shall refer to all employees represented by the Association in the bargaining unit, as defined above.

ARTICLE 2  
Board Rights

A. BOARD RIGHTS

1. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon, and invested in it, by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
  - a. to the executive management and administrative control of the school system and its properties and the employment-related activities of its employees;
  - b. to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment; to their dismissal or demotion, and to promote and transfer all such employees;
  - c. to establish grades and courses of instruction, including special programs and to provide for the athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
  - d. to decide upon the means and methods of instruction, the selection of textbooks and other teacher materials, and the use of teaching aids of every kind and nature, after consultation with the teachers affected;

- e. to determine class schedules, hours of instruction, duties, responsibilities, assignments, with respect to administrative and non-teaching activities.
2. The exercise of the foregoing powers, authority, duties, and responsibilities by the Board, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof this agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

### ARTICLE 3 Association and Teacher Rights

#### A. BUILDING USE

1. The Association and its members shall have the right to use school building facilities before or after regular working hours. Such use of the building for Association meetings must be arranged with the building principal, in advance. The principal retains the right of room assignment.
2. Bulletin boards and teachers' mailboxes shall be made available to the Association for the posting or placement of materials relating to official business of the Association. These materials must be signed by a delegated Association official.
3. The teachers' building representative will notify the building principal when using duplicating machines for Association business, and will reimburse the school district for material used.

#### B. DOCUMENTS

The Board agrees to furnish the Association, upon reasonable request, all available information concerning the financial resources of the District, and such other information as will assist the Association.

#### C. PAY DEDUCTIONS

1. The Board shall make payroll deductions, upon written request from the teacher, for annuities, credit unions, Association service fees, optional insurance programs, and other programs approved by the Board and the Association.
  - a. Association dues or service fees shall be deducted, pursuant to the provisions of Section J. below in equal amounts, as nearly as may be possible, from the paychecks of each employee over the first twenty (20) pay-periods of each school year.
  - b. Annuities, if so elected, shall be deducted from each pay period starting with the teacher's first pay each school year. The Board agrees to forward all annuity monies to the appropriate companies within three (3) business days.

D. PAY DAY

1. The teachers' first pay under this contract will be on the pay date two weeks after the last pay date of the previous contract year. The teacher's first pay for 2011-2012 will be on September 2, 2011; and the first pay for 2012-2013 will be on September 7, 2012. All teachers shall have the option of receiving their contracted salary in one of three (3) ways:

- a. 26 pays over a twelve-month period
- b. 21 pays over a ten month period
- c. Salary prorated on 26 pays, with the balance on the 21st paycheck

2. EXTRA CURRICULA/DUTY PAY

a. Pay for extra duty athletic assignments (Schedule B, Group A) will be made a minimum of five times per year. These five times include at the: 1) completion of fall sports, 2) end of first semester, 3) completion of winter sports, 4) completion of spring sports, and 5) end of the school year (payroll #21).

b. Employees with full school year activities (Schedule B, Group B) will have the option of being paid in one of the following ways:

Option A: 26 pays over a twelve month pay period with the option of receiving the balance of pay on the 21st paycheck.

Option B: Four equal pays at completion of fall sports, end of first semester, completion of winter sports, and at the end of the school year.

c. Employees with extra duty assignments in Schedule B, Group C will receive pay as follows:

- Split Level Grades/Classes: Option A or B
- Junior Class Sponsor: Option A or B
- Driver Training: Pay at conclusion of driver training
- Substitute During Prep Period: Upon receipt of request for payment

d. At the request of an employee, his/her extra duty pay will be issued as a second check, using the IRS monthly deduction table.

E. COPIES OF CONTRACT

Upon request, teachers shall receive a copy of the master contract. A copy will be provided to each SEA Executive Board Member at the beginning of each year. A copy will be available in each school building and three copies will be available at the District Office for immediate request. The contract will be kept in an electronic file on a District shared drive and/or website for review and can be printed out if necessary. A copy of the current Board Policy shall be available in each building, and all teachers shall be informed at once of any changes, which pertain to them.

F. ANNUAL ASSOCIATION MEETING

One hour will be scheduled during the opening week work time for the Association to meet with all teachers. All teachers are required to be present.

## G. TEACHING CONDITIONS

1. No teacher shall be required to have a teacher's aide except as required by law or Michigan Revised School Code.
2. Except for Alternative Education, the Board shall make available in each school: lounge and restroom facilities exclusively for staff's use.
3. A telephone will be provided by the school district in each teachers' lounge. All long distance calls are to be approved, in advance, by the building principal. Personal long distance calls will be charged to the teacher.
4. Parking facilities shall be made available to the teachers for their use.
5. The teachers shall receive the necessary keys to reach their assigned rooms during the contract year, providing they are asked for and signed out by the teacher.
6. Upon request of the Association, soft drink vending machines will be installed in the teachers' lounge. The proceeds from all such machines shall be used at the discretion of the teachers in each building.

## H. DENIAL OF TENURE FOR PROBATIONARY TEACHERS

A probationary teacher who will be denied tenure will be given a written notice of unsatisfactory performance, and a copy will be given to the Association secretary. A private or public hearing before the Board of Education will be granted upon the request of the teacher prior to the Board's decision to issue a probationary teacher notice of unsatisfactory service.

## I. DISCIPLINARY ACTION

- ~~1. If an administrator is considering a disciplinary action against a teacher, he/she shall notify the teacher of the intent. At any subsequent meetings held, the teacher shall have the right to have a building representative or an officer of the Association present.~~
- ~~2. A teacher shall initial and receive a copy of a warning, reprimand, or disciplinary action, if the infraction is serious enough to be placed in the teacher's personnel file. Initialing indicates receipt of the document and not necessarily agreement with its contents. The teacher may request a hearing with the Superintendent or the Board of Education, with a building representative, an officer of the Association, or a representative from the MEA present, and may file a written response to be placed in his/her file.~~
- ~~3. No teacher shall be disciplined including warnings, reprimands, suspensions or discharge or other actions of a disciplinary nature without just cause. (Does not include dismissal of probationary teachers).~~
1. For SEA members not subject to the Teachers' Tenure Act (this specifically excludes teachers subject to the Teachers' Tenure Act):
  - a. If an administrator is considering a disciplinary action against a member, he/she shall notify the member of the intent. At any subsequent meetings held, the member shall have the right to have a building representative or an officer of the Association present.

- b. A member shall initial and receive a copy of a warning, reprimand, or disciplinary action, if the infraction is serious enough to be placed in the member's personnel file. Initialing indicates receipt of the document and not necessarily agreement with its contents. The member may request a hearing with the Superintendent or the Board of Education, with a building representative, an officer of the Association, or a representative from the MEA present, and may file a written response to be placed in his/her file.
  - c. No member shall be disciplined including warnings, reprimands, suspensions or discharge or other actions of a disciplinary nature without just cause.
2. For SEA members subject to the Teachers' Tenure Act:
- a. At any disciplinary meetings held, the teacher shall have the right to have a building representative or an officer of the Association present.
  - b. Teachers shall not be disciplined including warnings, reprimands, suspensions or discharge or other actions of a disciplinary nature for reasons that are arbitrary or capricious.

J. ASSOCIATION MEMBERSHIP

Each bargaining unit member shall, as a condition of employment, or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, either join the Association or elect to pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477, MSA 17.277 (7), and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedures provided below.

1. The procedure in all cases on non-payment of the service fee shall be as follows:
  - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for deduction may be filed with the Board in the event compliance is not effected.
  - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph J. above.
  - c. The Board, upon receipt of a request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.
  - d. Payroll deductions of service fees made pursuant to the procedure outlined above shall be made in equal amounts (as nearly as may be) from the remaining paychecks issued to that bargaining unit member for the fiscal year in question.



- K. Nothing in this article shall be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions.
- L. Due to certain requirements established in recent Court decisions, the Association represents that the amount of the service fee charged to non-members, along with other required information, may not be available and transmitted, to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment of non-payment of the service fee by non-members shall be activated not less than thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- M. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law.

The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the District, to provide the District for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures."

The Association further agrees to certify to the District that the Association, and the MEA/NEA for whom deductions are made under this Article, has complied with the above policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in this Article.

Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures. That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

- N. Further, the Association agrees to promptly notify the District in the event a Court order, and Order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an Order or arbitration award, the District shall promptly give notice to the Association of any decision made by the District with regard to compliance.
- O. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organization shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit members shall be required, in lieu of periodic dues, service fees and or initiation fees, to pay sums equal to such

amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue code. Donation shall be made to one of the following:

1. Saranac Fire Department
2. Saranac Food Pantry
3. Ionia County Commission on Aging
4. SEA Scholarship Fund

- P. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board in reliance upon information furnished to the Board by the Association in the course of enforcing this Article. The Association shall, when the District, Board (including individual trustees) or administrators are sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association, the MEA and NEA.

The Association shall have the right to negotiate a settlement with a bargaining unit member whose wages have been subject to involuntary deduction under this Article, provided that this does not involve expenditure of District resources or require the District to take other remedial action to which it has not consented. Further, the Association agrees to indemnify and save the District, the Board of Education, the individual members of the Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorneys fees or other forms of liability as well as all court and/or administrative agency costs that may arise out of or by reason of action by the District or its agents for purposes of complying with the union security provisions of this Agreement. The Association also agrees that neither it nor its affiliates, the MEA and NEA will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

Q. SENIORITY

1. Seniority shall be defined as the total number of continuous years of service at Saranac Community School in positions that require a teacher's certificate.
2. Ties in seniority date shall be broken by drawing of lots.
3. The Association and Board shall agree upon and maintain a list of teacher seniority. The Association will be provided with a list for verification by no later than April 15 of each year. This list will be updated and signed by each member no later than June 15 of each year.
4. ~~A teacher shall lose seniority rights if he/she retires or resigns. A tenured teacher shall lose seniority if he/she is discharged for just cause.~~
  - a. For SEA members not subject to the Teachers' Tenure Act (this specifically excludes teachers subject to the Teachers' Tenure Act):
    - i. A member shall lose seniority rights if he/she retires or resigns.
  - b. For SEA members subject to the Teachers' Tenure Act:
    - ii. A teacher shall lose seniority rights if employment is severed for any reason that is not arbitrary or capricious.
5. Seniority shall not accrue for those teachers on Board-approved general leave exceeding twenty (20) days, (as defined in Article 6.D.4.c) or those on child-care leave (as defined in Article 6.D.4.b) not covered under the Family Medical Leave Act.
6. Seniority shall continue to accrue while an employee is laid off.

ARTICLE 4  
Teaching Hours and Days

A. STAFF MEETINGS

On one Wednesday per month, for no more than 1 ¼ hours, time shall be reserved for the principal's building meeting and/or professional development (see yearly calendar). All involved teachers are required to attend these meetings, unless excused by the administrator, with properly submitted and approved leave form. Under normal circumstances, a 48 hours cancellation notice will be provided if the meeting will be rescheduled. The building principal will make every effort to provide meeting dates at the beginning of the school year.

B. WORK DAYS

The agenda for scheduled "work days" shall be established by staff and administration at the building level.

It will be optional for teachers to report to school on the full work day scheduled at the end of the first semester.

C. WORKING HOURS

1. The teachers' normal working day shall be 20 minutes total before/after school (i.e., 10+10). The Board may change the normal working hours for emergency reasons by notifying the Association at least 48 hours in advance. On occasions involving inclement weather or mechanical difficulties, the normal working hours may be changed immediately with notification to the staff following as soon as possible.
2. Teachers may leave five minutes after students are dismissed on Fridays and the day before a holiday period.
3. If school is dismissed early because of weather conditions, teachers shall not be asked to stay later than ten (10) minutes after the students are dismissed.
4. For Alternative Education, the teacher's workday shall be between 7:30 a.m. and 2:30 p.m., not to exceed seven (7) consecutive hours, Monday through Thursday. Because Alternative Education teachers will not have a duty-free lunch, but will eat with the students, the Alternative Education teacher may leave by 1:30 p.m. on Fridays.

Paid preparation time for Alternative Education teachers shall be thirty (30) minutes prior to the start of school each day, forty-five (45) minutes after dismissal.

D. LUNCH PERIOD

All teachers shall have available at least thirty (30) consecutive minutes of duty-free lunch period. This lunch period will be between 10:30 a.m., and 1:15 p.m., except if the school district has to operate in a split session.

E. CONFERENCE PLANNING TIME

1. Each full-time teacher will be provided with a minimum of 260 minutes weekly of preparation time for a normal five-day week. The time prior to and after official student class time or during lunch period shall not be considered part of preparation time.
2. A part-time teacher will be given preparation time according to the percent of a normal day he/she works.

F. SCHOOL YEAR

1. 2011-2012 Contract days will start Wednesday, August 27, 2011.  
2012-2013 Contract days will start Tuesday, August 28, 2012.
2. The total contracted working hours shall not exceed 1,248.35, excluding lunch period.
3. Schools will be closed the following holidays: New Year's, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day.
4. Time shall be provided for at least five days of vacation at Christmas time, including the day before Christmas.
5. No work shall be scheduled on Saturday or Sunday.
6. In the event that the state or federal government shall require a change in the normal school year, the Board and the Association will reach mutual agreement on how to meet the required changes.

G. STORM DAYS

Teachers will not be expected to report for work when school is canceled due to weather or other emergencies. Teachers will not be required to reschedule or make up professional development or work time cancelled due to inclement weather, etc.

H. LOADS

1. Class size is recognized as an important aspect of effective teaching. Therefore, the Board's goal is to maintain equalized class size at all levels, and recognizes the following as desirable class sizes:

	Pupils
Developmental Kindergarten -----	16
Kindergarten and First Grade -----	25
Second and Third Grade -----	27
Fourth and Fifth Grade-----	29
Middle & Secondary-	
Industrial Arts-----	25
Physical Education -----	35
Alternative Education -----	15
Instrumental Music-----	unlimited
All Others -----	29

- a. Relief procedures
1. If the numbers exceed the above-stated classroom ratios and a teacher recognizes that the needs of the students are not being met because of class size, the teacher may invoke the following procedure:
 

The teacher shall communicate with the principal to define the problem and to recommend a solution in an attempt to resolve the matter.
  2. If the numbers exceed the above-stated classroom ratios by more than three (3) pupils, the teacher may invoke the following procedure:
    - i. The teacher can request a committee review. Within five (5) workdays after the receipt of a written notice, a committee meeting shall be held. The committee will consist of the building principal, a second administrator designated by the Superintendent, the affected teacher, and one other teacher designated by the Association Representative.
    - ii. In reviewing the class size problem, the committee shall consider the following:
      - a. Number of classes taught by the teacher
      - b. Number of students in each class
      - c. Size of classroom facility
      - d. Combination classes
      - e. Number of students mainstreamed
      - f. Instructional materials and equipment available.
      - g. Nature of subject and skills taught, i.e. basic or enrichment
      - h. Availability of support staff
    - iii. The committee shall recommend to the Superintendent an appropriate solution from the alternatives listed below:
      - a. Reassignment of student(s) to another class or facility
      - b. Assignment of a paraprofessional
      - c. Purchase of additional equipment
      - d. Purchase of additional materials
      - e. Any other acceptable solution
      - f. Status quo
    - iv. The Superintendent shall within 15 workdays after receipt of the recommendation from the committee:
      - a. Implement the committee's recommendation, or
      - b. Implement an alternative solution from a-f above
    - v. Affected teachers, with the approval of the principal, may vary from the stated limits by mutual consent.
    - vi. The class count shall start:
      - a. Elementary and Middle School-after 15 work days
      - b. High School-after 15 work days of each semester

- vii. In no case shall the maximum class size exceed those listed above by more than five unless approved by the teacher.
3. A teacher in grades K-5 assigned more than one grade, or in grades 6-12 assigned more than one subject or level during the same class period, or alternative education where there are split classes and multiple preparation and levels of student work, shall be compensated as provided for on Schedule B.
    - a. In grades 6-12, a split subject class would present two distinct subjects, such as shorthand and typing; a split level would be a class presenting two specifically designated levels of the same subject, such as Spanish I and Spanish II.

ARTICLE 5  
Teacher Assignments

A. TRANSFERS

Teachers who will be affected by changes in grade assignments in the elementary school grades, or the changes of subject assignments in the secondary school grades, shall be notified by his/her principal at least two weeks prior to said change.

B. VACANCIES

The Board shall deliver to the Association president and secretary, via U.S. mail, notices of vacancies. Notices of vacancies shall be posted in each building using a bulletin board defined in Article 3.A.2. Notices of these vacancies shall be posted for a minimum of five working days and shall remain until the posting period expires. In addition, notices of vacancies shall be e-mailed to association members (using school-provided addresses).

The Board shall provide the Association with notification of any "NCLB/ED YES!" legislation that requires district action by the Board. When any such action involves SEA members, the Board will both notify and involve the SEA.

C. REDUCTION IN STAFF

~~In the event a reduction of personnel becomes necessary, affected personnel will be notified as soon as possible, but in no event less than 30 days prior to the reduction, and seniority at the Saranac Community Schools will become the determining factor. The affected person may move into a position for which he or she is certified and highly qualified, displacing the teacher with the lowest seniority in said area of certification.~~

1. For SEA members not subject to the Teachers' Tenure Act (this specifically excludes teachers subject to the Teachers' Tenure Act):

In the event a reduction of personnel becomes necessary, affected personnel will be notified as soon as possible, but in no event less than 30 days prior to the reduction, and seniority at the Saranac Community Schools will become the determining factor. The affected person may move into a position for which he or she is certified and qualified, displacing the member with the lowest seniority in said area of certification. For purposes of this section, guidance counselors and social workers shall be considered subject to the Teachers' Tenure Act when possessing teacher certification and moving into a position for which teacher certification is a requirement (see paragraph 2 below).

2. For SEA members subject to the Teachers' Tenure Act:

In the event a reduction of personnel becomes necessary, affected personnel will be notified.

(Refer to Board Policy 5502 – Reduction and Recall of Teachers.)

D. RECALL OF STAFF

~~1. Laid-off employees shall receive new openings for which they are certified and indicate an interest, on the basis of seniority. Rehiring will be done in inverse order, by area of certification.~~

~~2. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notices to teacher.~~

~~3. A teacher shall have 14 calendar days from the postmarked date of the receipt of the registered or certified letter to notify the Board of his/her intent to accept the position. Upon receipt of notice of unclaimed mail from the US Postal Service, a notice of the recall will be sent to the SEA president or his/her designee, allowing an additional 14 days for response.~~

1. For SEA members not subject to the Teachers' Tenure Act (this specifically excludes teachers subject to the Teachers' Tenure Act):

a. Laid-off employees shall receive new openings for which they are certified and indicate an interest, on the basis of seniority. Rehiring will be done in inverse order, by area of certification.

b. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.

The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notices to teacher.

c. A teacher shall have 14 calendar days from the postmarked date of the receipt of the registered or certified letter to notify the Board of his/her intent to accept the position. Upon receipt of notice of unclaimed mail from the US Postal Service, a notice of the recall will be sent to the SEA president or his/her designee, allowing an additional 14 days for response.

2. For SEA members subject to the Teachers' Tenure Act:

(Refer to Board Policy 5502 – Reduction and Recall of Teachers.)

E. EXTRACURRICULAR ASSIGNMENTS

1. All extra responsibilities such as class or club sponsors and athletic staff will be indicated on the teacher's individual contract. If the contract has already been signed, a Change of Status amendment will be attached to the contract. The above-mentioned activities will be considered an annual appointment outside of the teacher's regular assignment, and will be optional.
2. Teachers will be notified in writing by June 30 of the appointment to extra duty assignments for the following year. Teachers who do not intend to perform the extra-curricular assignment for which they are currently under contract shall notify the superintendent by May 20.

F. LEGISLATIVE IMPACT ON TEACHING ASSIGNMENTS

1. The Board shall provide the Association with notification of any "NCLB/ED Yes!" legislation that requires district action by the Board. When any such action involves SEA members, the Board will both notify and involve the SEA.

ARTICLE 6  
Salary and Fringe Benefits

A. SALARIES

Salaries of teachers covered by this agreement are set forth in Schedules A and B, which are attached hereto and incorporated in this agreement.

1. Salary Schedule Advancement

- a. A teacher shall be granted, at the time of hire, one step on the salary schedule for each full year of teaching experience up to the maximum of the established range. Expected range of salary steps will be identified and stated in postings for open positions. The ranges shall remain consistent for all postings within a given school year.
- b. Each employee shall advance one (1) step on the salary schedule for each year of teaching experience at Saranac after the initial placement with the following exception. An employee on an approved leave other than sick, personal, leave with pay or FMLA must work more than one-half of the school year to be advanced one step on the salary schedule.
- c. If an employee is hired after the beginning of a school year, they will advance one step the following year if they worked one-half or more of the school year.
- d. Teachers with fifteen (15) years or more of teaching at Saranac will receive a longevity step according to the salary schedule (see Schedule A).

B. EXTRA DUTY PAY

1. Teachers shall be entitled to appropriate additional compensation as set forth in Schedule B, when they accept Schedule B responsibilities.



2. Extra duty percentages in athletics shall be applied against the Bachelor's schedule. Extra duty percentages in other activities shall be applied against the base scale. One (1) year experience shall be credited for each year in that sport or activity. Experience credit in other school systems will be limited to five (5) years in that sport or activity. Varsity athletic coaches will be credited with one-half year experience if coaching was other than at the varsity level in that specific sport.

C. INSURANCE BENEFITS

1. Upon ratification, the Board of Education shall make premium contributions, specified below, on behalf of employees (and eligible dependents) for one of the following option packages. The employee shall elect one of the plans listed below during September and the decision shall be irrevocable for that school year, unless compelling family change necessitates change. The election shall be made in conjunction with the Section 125 Plan developed and administered by the Board.
2. From September 1, 2011 until July 1, 2012, the Board's contribution toward the premium of MESSA Super Care I PAK A or MESSA Choices II shall be set at \$565.25 cap for singles; \$1,174.5 cap for 2-person; and \$1,296.25 cap for full-family. The Board shall pay the premium for Plan B, which is described below.

In the event the actual monthly premium cost exceeds the amount provided by the Board, the individual employee shall be responsible for the excess premium cost attributable to the employee's specific plan. The total excess monthly premium costs shall be, to the extent possible, deducted equally from two (2) paychecks per month.

Beginning July 1, 2012, the Board will contribute the amounts listed below based on the monthly subscriber level of current employees to create a health insurance/Rx premium pool that will be used to provide payments toward the agreed upon health insurance plan:

Singles - \$5,500/year (approx. \$458.33/month)  
2-Person - \$11,000/year (approx. \$916.67/month)  
Family - \$15,000 (approx. \$1,250/month)

In no case will the total aggregate amount contributed by the Board be more than is permitted using the specific dollar amounts provided by 2011 PA 152.

The aggregate pool shall be applied to individual employee insurance premiums based on calculations set forth in the Insurance Smoother calculator developed by the parties and attached hereto as Appendix A. The employee's contribution shall be calculated using the Insurance Smoother based on the difference between the premium amount and the aggregate pool contribution. Employee contributions will be adjusted quarterly based on any changes in subscriber levels. The employee's monthly contribution will be payroll deducted from the employee's first two paychecks of the month.

The Board shall contribute toward dental, vision, LTD, and life insurance premiums in accordance with the following hard caps:

Singles - \$51.21/month  
2-Person - \$79.06/month  
Family - \$122.38/month)

The difference, if any, between the dental, vision, LTD, and life insurance premiums and the Board's contribution shall be the employee's contribution.

Each employee shall choose from the following coverages:

- |          |   |
|----------|---|
| Option 1 | MESSA Choices II, 200/400 deductible, \$20 OV, \$10/20 Rx, Delta Dental (60-60-60; \$1,000 maximum), \$10,000 Negotiated Life, Vision VSP-2, LTD. |
| Option 2 | Delta Dental (60-60-60; \$1,000 maximum), Vision VSP-2, \$15,000 Negotiated Life, LTD.  |

For an employee who elects Option 2, the employer shall also provide a cash option. The cash option amount shall be \$3,455.52 per year.

3. The amount of any cash option amount received by an employee may be applied to an annuity program of the employee's choice. The annuity program selected must be one approved by the Board, and the employee shall enter into a salary reduction agreement with the Board.

In the event that an employee selects Option 2 and elects to receive this cash option, as provided in the Section 125 document approved by the Board, any direction of this cash option to a tax-deferred annuity under Section 403(b) of the internal Revenue Code or within the meaning of Section 1224 of the Revised School Code shall be regarded as a voluntary and elective contribution made by the employee through salary reduction.

4. Any disputes relative to the administration and/or operation of the Saranac Community Schools cash option plan shall be resolved in conformance with the Claims Procedure and Appeal of Denied Claims sections of that plan.
5. The Long Term Disability Coverage shall be: 66 2/3 % coverage; \$2,500 per month maximum; 120 calendar days (modified fill); freeze on offsets; alcoholism/drug 2 year maximum; mental/nervous 2 year maximum.
6. A new or revised application for insurance coverage will take effect the first month following the filing of an application in the superintendent's office provided that the carrier, policyholder and underwriter allow the enrollment or change at that time.
7. Coverage shall terminate at the end of the month in which the teacher's resignation, dismissal, or unpaid leave of absence is effective (with the exception of Family and Medical Act Leaves), except that teacher who completes his/her contracted obligation shall be entitled to his/her coverage to the end of that year of the master contract.

#### D. TUITION REIMBURSEMENT

Each teacher shall be reimbursed up to \$300 for college tuition. Reimbursement requests must be submitted to central office with documentation of credit earned.

#### E. LEAVE DAYS

1. Sick Leave
  - a. All teachers will earn one (1) sick leave day per month worked, maximum of eight (8).

1. The unused portion of sick leave days will be accumulated to a maximum of 200 days.
  2. Accumulated sick leave days are carried over for those teachers returning from the previous year, or from an approved leave of absence, or tenured teachers recalled from layoff.
  3. Sick leave days used above the accumulated days shall be deducted from the next pay.
  4. Any abuse of sick days shall result in a loss of five sick leave days, based on the results of an administrative hearing.
  5. Hours or class periods of planned absences or emergencies shall be cumulative to full day equivalencies and deducted from sick leave days.
- b. Sick leave days are provided for:
1. Personal illness, injury, and/or disability, and medical or dental appointments, which cannot be scheduled at any other times.
  2. Immediate family illness, injury, and/or disability or medical or dental appointments that cannot be scheduled at any other time, not to exceed five (5) days per year, except with the approval of the superintendent. Immediate family is defined as spouse, parent, child, step-child, step-parent and parent in-law.
  3. Death in the immediate family (immediate family is defined in Article 6, D.3.d.) Sick leave can be used if the three (3) days provided for in Article 6, D.3.d have been exhausted.
- c. Qualifications for use of sick leave days:
1. The teacher must notify the appropriate school personnel, as defined by the principal, one hour before the teacher's assigned work day and state where he/she will be located, except in the case of emergency.
  2. A doctor's statement may be requested to claim a sick leave day, after the teacher has received a written warning of sick leave abuse.
2. Personal Leave
- a. Each employee will be allowed four (4) personal leave days.
  - b. Such personal leave days shall be accumulative as sick days and shall be subject to the following provisions:
    1. Arrangements for said leave shall be made at least five (5) days in advance with the principal, on the proper form.
    2. Matters of an emergency nature shall be allowable upon advance notice to the principal.
    3. Such days shall not be scheduled during parent-teacher conference times, unless approved by the building principal.
    4. No more than three (3) teachers from a building may be granted personal leave at the same time, unless approved by the building principal.

3. Leave of Absence, With Pay

Leave of absence, with pay, shall be granted for:

- a. Appearance in court for jury duty or on school related business, providing the teacher shall remit to the Board all monies received for such service, minus reimbursed expenses.
- b. Educational leave. A teacher who has been employed for five (5) years in the Saranac Community School System may be granted a one (1) year educational leave at half to full salary, with the approval of the Board of Education.
- c. Up to three days per incident shall be allowed for death in the immediate family. Immediate family is defined as: spouse, child, step-child, sibling, parent or step-parent, spouse's parent or step-parent, grandparents or step-grandparents, spouse's grandparents or step-grandparents, grandchildren or step-grandchildren.
- d. A coach taking a team to any event scheduled by the school, or a teacher approved by the administration to chaperone a school-sponsored event.
- e. Up to five (5) days per school year may be used for Association business as deemed necessary by the President of the Association, with approval of the superintendent. Above five (5) days, the Association assumes the cost of the substitute teacher for the time lost from regular teaching duties. During a negotiations year, the number of days permitted for Association business shall be increased to eight (8), with the additional days used for attending training sessions for bargaining, with the Association picking up substitute teacher costs.

4. Leave of Absence, without pay

A. Illness/Disability Leave

- 1) An employee eligible for leave under the Family and Medical Leave Act shall be entitled to disability leave for periods not to exceed twelve (12) weeks without pay upon written statement from a physician for the serious health condition of the employee or the employee's immediate family (spouse, parent, or child). This unpaid leave shall commence after the exhaustion of the period compensated by sick leave, vacation, and/or personal days unless the employee or employer selects otherwise. Upon request this leave may be extended for a period of up to one (1) year.
- 2) ~~Upon return from leave, the employee shall be returned to his/her position held at the time of the disability or to a position that seniority and qualifications entitles him/her. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other working conditions of employment in the same job category. In no case will an employee be returned to a position in the event a layoff has occurred, and the employee would be on layoff status if he/she had been at work during the leave.~~

For SEA members not subject to the Teachers' Tenure Act (this specifically excludes teachers subject to the Teachers' Tenure Act):

Upon return from leave, the employee shall be returned to his/her position held at the time of the disability or to a position that seniority and qualifications entitles him/her. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other working conditions of employment in the same job category. In no case will an employee be returned to a position in the event a layoff has occurred, and the employee would be on layoff status if he/she had been at work during the leave.

For SEA members subject to the Teachers' Tenure Act:

Upon return from leave, the employee shall be returned to his/her position held at the time of the disability. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other working conditions of employment in the same job category. In no case will an employee be returned to a position in the event a layoff has occurred, and the employee would be on layoff status if he/she had been at work during the leave.

- 3) The Board will continue hospital/medical, dental and vision premium contributions on behalf of the employee (and eligible dependents) for up to twelve (12) weeks for employees who are on an unpaid leave of absence under the Family and Medical Leave Act as is specified in paragraph a.1.) above. For periods beyond the twelve (12) week period described above, the payment of the premium is the responsibility of the employee. If the employee 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 employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within thirty (30) days of demand.
- 4) Where an employee requests intermittent leave or reduced schedule leave for personal serious illness/disability or to care for a seriously ill family member as authorized under the Family and Medical Leave Act, the Board may request that the employee transfer temporarily to an alternative teaching position for which the employee is qualified and which has an equivalent pay rate and benefits where the temporary transfer would better accommodate the need for recurring leave, in comparison to the employee's current assignment. Where the temporary transfer is to a part-time teaching position, the pay rate and benefits shall be adjusted accordingly, in conformance with the other terms of this Agreement. Intermittent leave shall be taken in intervals of not less than two (2) hours. The employee shall attempt to schedule intermittent leave so as not to disrupt the continuity of services and instruction.
- 5) The employee, upon request, will supply a statement from a doctor supporting the need for a leave granted under this section. The Board retains the right to require a second opinion from a doctor of its choice at Board expense. If the second opinion differs from the first, the employee and the Board shall mutually agree upon a third doctor from whom an opinion will be sought at Board expense. The opinion of the third doctor

shall be considered final and binding on the Board, employee, and Association with respect to the need for such leave.

- 6) Prior to return from a leave granted under this subsection, the Board retains the right to require a statement from a doctor with respect to the employee's fitness to return to work at the conclusion of the leave.
- 7) ~~This leave may be extended for a period of up to one (1) year upon request. At the expiration of the extension of the leave, the employee will either be returned to a vacant position for which he/she is qualified and seniority provides or placed on lay off status in accordance with Article V,C. In the event the employee is placed on lay off status, the employee shall be returned to the first vacant position for which he/she is qualified and seniority provides in accordance with Article V,D. Posting for the vacant position in this case shall be waived.~~

For SEA members not subject to the Teachers' Tenure Act (this specifically excludes teachers subject to the Teachers' Tenure Act):

This leave may be extended for a period of up to one (1) year upon request. At the expiration of the extension of the leave, the employee will either be returned to a vacant position for which he/she is qualified and seniority provides or placed on lay off status in accordance with Article V,C. In the event the employee is placed on lay off status, the employee shall be returned to the first vacant position for which he/she is qualified and seniority provides in accordance with Article V,D. Posting for the vacant position in this case shall be waived.

For SEA members subject to the Teachers' Tenure Act:

This leave may be extended for a period of up to one (1) year upon request. Posting for the vacant position in this case shall be waived.

## B. Child Care Leave

- 1) Upon request, child care leave shall be granted to an employee otherwise eligible for such leave under the Family and Medical Leave Act for up to twelve (12) weeks commencing at a date agreed upon by the Superintendent and the affected employee. Upon request, this leave will be extended for a period of up to two (2) years. Such leave will be for the caring of a son or daughter or for the caring of a son or daughter placed in the home for adoption or foster care. When this leave is taken in order to care for a child with a serious health condition, under the Family Medical Leave Act, leave will commence upon the exhaustion of the period compensated by sick leave, vacation and/or personal leave days unless the employee or employer directs otherwise.
- 2) Upon return from leave, the employee shall be returned to his/her position held at the time of disability or to a position that seniority and qualifications entitles him/her. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other working conditions of employment in the same job category. In no case will an employee be returned to a position in the event a layoff has occurred and the employee would be on layoff status if he/she had been at work during the leave.

- 3) The Board will continue hospital/medical, dental and vision premium contributions on behalf of the employee (and eligible dependents) for up to twelve (12) weeks for employees who are on unpaid leave of absence under the Family and Medical Leave Act as is specified in paragraph b.1) above. For periods beyond the twelve (12) week period described above, the payment of the premium is the responsibility of the employee. If the employee 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 employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within thirty (30) days of demand.
- 4) Where an employee requests intermittent leave or reduced schedule leave for personal serious illness/disability or to care for a seriously ill family member as authorized under the Family and Medical Leave Act, the Board may require that the employee transfer temporarily to an alternative position for which the employee is qualified and which has an equivalent pay rate and benefits where the temporary transfer would better accommodate the need for recurring leave, in comparison to the employee's current assignment. Where the temporary transfer is to a part-time teaching position, the pay rate and benefits shall be adjusted accordingly, in conformance with the other terms of this Agreement. Intermittent leave shall be taken in intervals of not less than two (2) hours. The employee shall attempt to schedule intermittent leave so as not to disrupt the continuity of services and instruction.
- 5) ~~This leave may be extended for a period of up to one (1) year upon request. At the expiration of the extension of the leave, the employee will either be returned to a vacant position for which he/she is qualified and seniority provides or placed on lay off status in accordance with Article 7,D. In the event the employee is placed on lay off status, the employee shall be returned to the first vacant position for which he/she is qualified and seniority provides in accordance with Article 7,D. Posting for the vacant position in this case shall be waived.~~

For SEA members not subject to the Teachers' Tenure Act (this specifically excludes teachers subject to the Teachers' Tenure Act):

This leave may be extended for a period of up to one (1) year upon request. At the expiration of the extension of the leave, the employee will either be returned to a vacant position for which he/she is qualified and seniority provides or placed on lay off status in accordance with Article V,C. In the event the employee is placed on lay off status, the employee shall be returned to the first vacant position for which he/she is qualified and seniority provides in accordance with Article V,D. Posting for the vacant position in this case shall be waived.

For SEA members subject to the Teachers' Tenure Act:

This leave may be extended for a period of up to one (1) year upon request. Posting for the vacant position in this case shall be waived.

C. General Leave

1. Upon request to the superintendent, an employee may be granted an unpaid leave not to exceed twelve (12) months. The teacher will send a written request for approval of leave of absence through the principal to the superintendent for his/her approval, at least five (5) days before the effective time of the leave of absence. Leave of absence for more than twenty (20) days must be approved by the Board of Education.
2. Leave granted under this provision shall not be granted for periods of time less than one (1) day.
3. No more than two (2) Association members may be on a leave under this subsection at any one time except as allowed by the superintendent.
4. Leave granted under this subsection may not be used to extend a vacation and/or holiday periods or for personal reasons, except as allowed by the superintendent.
5. Return from a leave under this subsection does not guarantee an employee's return to the same teaching assignment except if the leave is for thirty (30) days or less. Return from a leave under this subsection will be to the same position, if available, or to a similar position, if available. In no case will an employee be returned to a position in the event a layoff has occurred and the employee would be on layoff status if he/she had been at work during the leave.
6. The approval of a leave of absence under this subsection will entitle the employee to retain all seniority rights except as specifically limited in Article V, Section C.
7. An employee shall not accrue sick leave, emergency leave, or personal leave entitlement while on unpaid leave of absence under Article VI ,E 4.

D. Partial Leave of Absence

Any tenured bargaining unit member who was at one time a full-time employee and is currently less than full-time is considered to be on a partial leave of absence. An employee on a partial leave of absence is entitled to return to a comparable position for which he/she is certified and qualified, even if such a return necessitates displacement of a bargaining unit member with less seniority. Those employees on a partial leave of absence must notify the Board of Education in writing by April 15<sup>th</sup> if they wish to return to full time employment for the following year or request a continued partial leave of absence.

F. PART-TIME TEACHERS' BENEFITS

1. Part-time teachers are permitted to participate in the benefit package on a pro-rata basis. The pro-rata amount will be the same proportion as his/her teaching assignment
2. If the teacher desires to participate in either insurance package plan A or B, the Board of Education will pay that percentage of the premium which represents the percentage of time the teacher is working for the school system. The teacher is responsible for the balance of the premium.



G. TERMINAL LEAVE

1. The number of sick leave days that can be used for terminal leave purposes will be determined as follows:
  - a. Any teacher who has accumulated 120 or more sick days at Saranac Schools as of July 31, 1989, will have that number frozen for maximum potential terminal leave, not to exceed 180 days.
  - b. Any teacher who has accumulated less than 120 sick leave days at Saranac Schools as of July 31, 1989, may accumulate up to 120 days for maximum potential terminal leave.
  - c. Any teacher hired for the school year 1989-1990 and after may accumulate 90 sick leave days for maximum potential terminal leave.
2. Retired teachers shall receive a terminal leave payment equal to \$53.00 per day of their accumulated terminal leave days. However, the last year of teaching service prior to retirement must be with Saranac Community Schools and within five (5) years of receipt of the first retirement check. Payment will be made after retirement, in twelve (12) monthly payments. Any unemployment compensation collected by the retiree will be deducted from each payment.
3. If a teacher shall expire while under contract at Saranac Community Schools, a sum equal to his or her accumulated terminal leave payment as defined in 6.G.1 and 2 and H.2 shall be paid to that teacher's named beneficiary.

H. EXTRA ASSIGNMENT

1. An additional class may be assigned to a full-time experienced teacher after that class has been posted for five (5) days. A salary of 20% of that teacher's base salary will be paid for this extra class. The teacher's planning period will be arranged outside the normal school day.
2. A teacher who is asked to give up his/her preparation period by the administration, or to fill in for another teacher, shall be compensated (except when substituting less than twenty (20) minutes for a teacher who is covering a club or class meeting) as per C.3 of Schedule B or receive one (1) day comp time for every five (5) hours substituting. Comp time will be requested in the same manner as personal days (Article VI.E.2.b.) As of July 1, 1994, each employee's accumulated time for maximum carry over for the 1994-95 school year will be established. The maximum shall be either 25 hours or the amount as of July 1, 1994, whichever is greater. Should the accumulated time fall below 25 hours, then 25 hours shall be established as the new maximum.
3. If a principal asks a teacher to attend a meeting outside of contractual hours and tells the teacher s/he will be paid for that time, s/he will receive pay or comp time as agreed between the principal and the teacher. If no offer for pay or comp time is made, the teacher should not expect pay or comp time nor should this person feel obligated to participate in the

requested activity and there will be no repercussions should a teacher decide not to participate.

## ARTICLE 7 Evaluation

### A. RECORD AND FREQUENCY

1. The formal evaluation of all members shall be conducted by their building administrator or the person acting in that capacity. It will be in writing with a copy to the member and signed acknowledgment of same by said member.
  - a. The evaluation of the performance of member shall be conducted a minimum of once every three years.
2. If a member requests that his/her response to the evaluation be included as a part of the formal evaluation, it shall be included.
3. All members shall be rated ineffective, minimally effective, effective, or highly effective.

### B. OBSERVATIONS

All monitoring or observation of the work performance of a member shall be conducted openly and with full knowledge of the member.

### C. FILES

Each teacher shall have the right, upon request to his/her principal or superintendent, to review the contents of his/her personnel file. An Association representative may be in attendance upon the teacher's request.

## ARTICLE 8 Professional Development

### A. INSERVICE DAYS

Scheduling of professional development activities shall be done by mutual agreement between the Association and the Board. Planning and Implementation of professional development activities shall be the responsibility of building school improvement committees.

- B. A committee comprised of the SEA Executive Board, school administrators, at least one Board of Education member, and one additional teacher from each building will meet monthly, for the purpose of discussing ongoing school related problems. This committee shall conduct its first meeting by September 15 of each school year.

- C. 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 may, but 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.

## ARTICLE 9 Negotiation Procedures

### A. SCOPE OF NEGOTIATIONS

There are no understandings or agreements or past practices which are binding on either the Board or the Association other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Board or the Association until it has been put in writing and signed by both the Board and the Association as either an amendment to this Agreement or a letter of understanding signed by both parties.

It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted hereunder.

### B. TIME

Between May 1 and May 15 of the last year of the contract, or if part of the contract expires, the parties will meet to set a date for the first negotiating session for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

### C. RELEASED TIME FOR TEACHER REPRESENTATIVES

A teacher engaged at the request of the Saranac Board of Education during the school day in negotiating in behalf of the Association, with any representative of the Board or participating in any professional grievance negotiation, shall be released from regular duties without loss of salary.

## ARTICLE 10 Grievance Procedure and Arbitration

### A. REPRESENTATIVES

Any teacher, group of teachers, or the Association, believing that there has been a violation, misinterpretation, or misapplication of any provision of this agreement, may file a written grievance with the Board or its representative. The Board hereby designates as its representative, the Superintendent of Schools when the particular grievance arises in more than one school building or does not concern the authority of any one principal. If a teacher, group of teachers, or the Association does not file a grievance, in writing, with the principal or other designated representative within thirty (30) working days after the occurrence, then the grievance shall be considered waived. The thirty (30) day limit also applies to the Board of Education.

B. ASSOCIATION GRIEVANCE PROCEDURE

For administrative convenience, the Board may cause complaints which may be the subject of grievance under the article first to be presented to the Saranac Education Association for informal processing in an effort to reduce the number of formal grievances handled under the professional grievance procedures herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedure shall not be required as a condition precedent to invoking the grievance procedure, nor shall participation of the Association in such informal procedures be deemed to be a supervisory or executive function.

C. ADMINISTRATION TIME SCHEDULE

1. Within five (5) working days of receipt of the grievance, the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. If the meeting is with the school principal, and the parties cannot agree, the grievance shall be promptly transmitted to the superintendent, who shall have five (5) working days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the superintendent, he/she shall have ten (10) working days from receipt to approve or disapprove it. If the grievance is denied by the superintendent, either upon review of action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the secretary of the Board of Education with a statement of reasons why it is being disapproved.
2. If the Association is not satisfied with the superintendent's response, they shall have ten (10) working days to advance the grievance to the Board of Education.

D. BOARD TIME SCHEDULE

1. Within fifteen (15) working days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided however that in no event, except by the written consent of the Association, shall final determination of the grievance be made by the Board more than fifteen (15) days after its submission to the Board.
2. If the Board is to discuss a grievance in a public meeting, the grievant will be notified in writing of the time and place of such discussion, in order that he/she and his/her Association representative may attend.

E. BOARD GRIEVANCE PROCEDURE

The procedure for grievances instituted by the Board of Education or its representative shall be as follows: The grievance shall be transmitted to the President and the Grievance Chairperson of the Association. The decision shall then be transmitted to the Board within fifteen (15) working days after the submission to the Association President and Grievance Chairperson.

F. ARBITRATION

If the Board of Education and the Association shall be unable to resolve any grievance and it shall involve an alleged violation of a specific article and section of this agreement, it may, within ten (10) days after the decision of the Board of Education, be appealed to arbitration. The Association Executive Board may file a written appeal and it shall be

delivered to the American Arbitration Association and the Board of Education within said ten (10) day period, and if not so delivered, the grievance shall be abandoned. If the parties are unable to agree upon an arbitrator, he/she shall be appointed under the rules of the American Arbitration Association. The arbitrator, so selected, will confer with the parties and hold hearings promptly and will issue his/her decision. The arbitrator's decision shall be in writing, and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement. His/Her authority shall be limited to deciding whether specific articles and sections of this agreement have been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan Revised School Code, or any other national, state, county, district, or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion, under the law and this agreement. The decision of the arbitrator, if within the scope his/her authority, as above set forth, shall be final and binding. The arbitrator's fee and other expenses of arbitration shall be paid by the loser. Each party shall bear their own expenses in connection therewith.

1. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:
  - a. Termination of services of, or failure to re-employ, any probationary teacher.
  - b. Termination or non-renewal from an extra curricular position.
  - c. Termination of service of, or failure to re-employ, any tenured teacher.

#### G. TERMINATION

A grievance may, by mutual consent, be dropped at any stage of the grievance procedure.

### ARTICLE 11 Protection of Teachers

#### A. PROTECTIVE CLOTHING

The Board shall furnish protective clothing, without charge, to those teachers who require them.

#### B. DAMAGE TO PERSONAL PROPERTY

If the teacher has taken reasonable precautions and reports the damage within two session days, the Board will reimburse teachers for any loss, damage, or destruction of clothing or other personal property caused by students while in school or on school premises, and not collectable from other sources. A committee of three (3), one Association member, one board member, and one administrator, will determine if reimbursement is warranted.

#### C. ASSAULT UPON A TEACHER

1. In the event a teacher is assaulted as a result of his/her employment with the Saranac Community Schools, the incident shall be promptly reported to the Board of Education or its designated representative. The Board will provide legal assistance to the teacher in connection with the handling of the incident by law

enforcement and judicial authorities by contributing no more than \$2,000 for the necessary legal fees incurred by the teacher provided that the teacher was acting within the scope of his/her employment at the time the incident occurred.

2. Time lost by a teacher in connection with any incident mentioned in 1. above shall not be charged against the teacher's leave days for the balance of the contract year during which the incident occurred unless such teacher shall be found guilty of charges brought and substantiated by a civil or criminal court.

D. SPECIAL TRAINING

Training and protection for members required to work with students with a specific health condition, communicable disease, or for members who are required to work in situations where the spread of disease may occur, shall be provided as determined by the Board.

ARTICLE 12  
Duration of Agreement

A. DURATION

1. This agreement shall cover the period between August 22, 2012 and August 23, 2013. This agreement shall be effective upon ratification by SEA and the Saranac Board of Education.
2. This agreement shall not be extended orally and it expressly understood that it shall expire on the date indicated.
3. Negotiations will be reopened each year of this contract for the express purpose of establishing a school year calendar.

B. PROCEDURE FOR AGREEMENT CHANGE

1. Either of the parties hereto desiring a change shall notify the other party, in writing.
2. Whenever notice is given for change, the nature of change desired must be specified.
3. The receiving party shall reply in writing, and within fifteen (15) working days to the originating party.
4. Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement.
5. If a change in the contract is agreed upon by the Board and the Association Executive Board, it will be placed in writing and signed by a representative of the Board and the majority of the Association Executive Board, at which time it becomes effective.

C. EMERGENCY FINANCIAL MANAGER

The entire agreement or specific provisions of the agreement may be rejected, modified, or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.

\*\*\*\*\*

In witness whereof, the parties have set their hand this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

SARANAC EDUCATION ASSOCIATION

SARANAC BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Secretary

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SCHEDULE A  
2011-2012 and 2012-2013

STEP	BA	BA+18	BA+30/MA	MA+18	MA+30/SP
1	33,064	33,927	35,074	36,087	36,801
2	34,358	35,450	37,116	38,180	38,988
3	35,654	36,972	39,157	40,282	41,176
4	36,944	38,495	41,201	42,381	43,358
5	38,239	40,117	43,244	44,477	45,545
6	39,535	41,547	45,284	46,577	47,728
7	40,827	43,071	47,325	48,676	49,914
8	42,123	44,595	49,369	50,776	52,099
9	43,418	46,118	51,409	52,876	54,286
10	44,710	47,642	53,453	54,972	56,469
11*	47,507	50,773	57,305	58,938	60,571
16*	49,147	52,499	59,107	60,825	62,540
21*	49,641	53,068	59,672	61,559	63,353
26*	50,127	53,639	60,415	62,292	64,169

All teachers shall remain on the 2010-2011 step for 2011-2012.  
The Board shall pay an off-schedule signing bonus of \$400, less applicable withholding, per teacher payable upon ratification.  
Step advancements are granted commencing with the first pay period of 2012-13.

\*Longevity Step

1. +18 and + 30 are semester hours or earned CEU's from workshops. Three (3) CEU's equal one (1) semester hour. CEU's will require prior approval by the building principal.
2. Bachelor's plus 30 hours in an approved Master Degree plan or on the graduate level will be considered equivalent to a Master's Degree. The Superintendent may approve classes necessary for additional certification as part of the 30 additional hours before the employee registers for said classes.
3. Master's Degree plus 30 hours on the graduate level will be considered equivalent to a Specialist's Degree.
4. When bargaining unit members believe they will earn a degree or the additional (18/30) semester hours they will notify central office in writing by June 1<sup>st</sup> for the following school year. A new contract will be given to place the teacher on the appropriate schedule column/lane based on transcript verification from the University/College on the date the course work was completed and credit earned.
5. For placement onto the BA+18, BA+30, MA+18, or MA+30, the hours earned must be subsequent to the completion of the appropriate degree, with documentation from the university.
6. For the purpose of payment on the salary schedule, 60 hour or more masters degree programs will be considered the equivalent of the MA + 30/SP on Schedule A.
7. Bargaining unit members are eligible for Step 16 upon completion of 15 years of service at Saranac Community Schools, for Step 21 upon completion of 20 years of service at Saranac Community Schools, and for Step 26 upon completion of 25 years of service at Saranac Community Schools.



SCHEDULE B

A. Athletics (based on Bachelor's Schedule)		
1.	football, varsity-----	10%
2.	football, head junior varsity -----	7
3.	football, assistant -----	6
4.	basketball, varsity-----	10
5.	basketball, junior varsity-----	7
6.	basketball, 9th -----	5
7.	baseball & softball, varsity -----	8
8.	baseball & softball, junior varsity -----	6
9.	track, varsity-----	8
10.	assistant track -----	5
11.	volleyball, varsity -----	8
12.	volleyball, junior varsity -----	6
13.	wrestling-----	8
14.	cross country-----	8
15.	golf-----	8
16.	cheerleading, varsity -----	8/season
17.	cheerleading, junior varsity -----	4/season
18.	cheerleading, freshman -----	3
19.	junior high coach -----	5
20.	soccer, varsity -----	8
B. Activities (based on the employee's base scale)		
1.	Middle School Athletic Director -----	5%
2.	Music Director -----	10
3.	Play Director (per play) -----	5
4.	High School Student Council Sponsor -----	7
5.	Middle School Student Council Sponsor -----	7
6.	FFA sponsor -----	7
7.	Honor Society Sponsor -----	7
C. Other		
		<u>2009-11</u>
1.	Split level grades/classes	\$980.02
3.	Driver education/other	24.92
	non-contractual teacher responsibility time	
3.	Substitute during prep period	26.67
4.	Junior Class Sponsor	473.67
5.	Destination Imagination Coordinator	1,970.89
6.	Destination Imagination Coach	1,313.58

# Appendix A

	A	B	C	D	E	F	G	H	I	J
1					<b>Insurance Smoother</b>					
2	# of Individuals	Individual Premiums	Total Individual Premiums	# of 2 persons	2 person Premiums	Total 2 Person Premiums	# of families	Family Premiums	Total Family Premiums	Total Premiums
3										
4	5	583.08	=+A5*B5	11	1310.06	=+D5*E5	31	1455.47	=+G5*H5	=+I5+F5+C5
5										
6										
7										
8										
9										
10	# of Individuals	Board Covered Cost	Cost of Individuals to Board	# of 2 persons	Board Covered Cost	Cost of 2 Persons to Board	# of families	Board Covered Cost	Cost of Families to Board	Total Board Cost
11										
12	=+A5	=SUM(5500/3)	=+A12*B12	=+D5	=SUM(11000/12)	=+D12*E12	=+G5	=SUM(15000/11)	=+G12*H12	=+I12+F12+C12
13										
14										
15										
16										
17			Individual Difference			2 person Difference			Family Difference	Total Difference
18										
19			=+C5-C12			=+F5-F12			=+I5-I12	=+J5-J12
20										=(+C20+F20+I20)-J20
21										
22										
23										
24	Subscriber level multiplier Individual			2 Person			Family			Total
25										
26	1	=+A5	=+A27*B27	2.25	=+D5	=+D27*E27	2.75	=+G5	=+G27*H27	=+I27+F27+C27
27										
28										
29										
30										
31	Monthly amount to be paid by member enrolled in individual medical insurance									=+J20/J27
32										
33	Monthly amount to be paid by member enrolled in 2-person medical insurance									=+J31*2.25
34										
35	Monthly amount to be paid by member enrolled in family medical insurance									=+J31*2.75
36										

# Appendix B

## Saranac Community Schools

88 Pleasant Street  
Saranac, Michigan 48881

Telephone: 616-642-1400  
Fax: 616-642-1405

### School Calendar – 2012-13

Session Days (170 days) \* 6.33/hr. 1076.1  
P.D. Days (6 days) \* 6.0/hr. 36.00 6 hrs: Aug 29 (3hr) Sept 24, Nov 1, Nov 2 (3hr), Jan 21, Feb 18, Apr 29

**1112.1 (1098 minimum)**

170 Teach Days * 6.83	1161.1	(20 total minutes before/after school, i.e. 10 + 10)
5 Professional Development Days * 6.0	30.00	6hrs on Sept. 24, Nov 1, Jan 21, Feb 18, Apr 29
2 half-day Professional Dev. Days * 3.0 hours	6.00	3 hrs. on Aug 29 and Nov. 2
½ Teacher Work day	3.00	Aug 30
3 Teacher Work days * 6.0	18.00	Aug 28, Jan 18, June 6
P/T Conferences-Night Activities	16.00	To Be Determined
8 Principal Meetings/Open House/Opening Day	<u>14.25</u>	1.25 x 8 + 1.25 open house + 3.0 opening day (Aug 29)

**1248.35 Total Hours**

First Day of School for Students	September 4
End of 1 <sup>st</sup> Semester	January 17 (83 days)
Last Day of School for Students	June 5 (87 days)

### Administration welcomes input from teachers when determining end/beginning semester scheduling.

August 28	<b>Teacher Work Day*</b>
August 29	½ Day Opening Day/ ½ Professional Development Day
August 30	½ <b>Teacher Work Day*</b>
Sept 3	NO School
September 4	First Day of School
September 24	PD Day
November 1	PD Day (County-wide)
November 2	½ PD Day (3 hours)
November 21-23	No School – Thanksgiving
December 24 – January 4	No School (County-wide)
January 17	End of Semester
January 18	<b>Teacher Work Day*</b>
January 21	PD Day
February 18	PD Day
March 29-April 5	No School - Spring Break (County-wide)
April 29	PD Day
May 27	No School - Memorial Day
June 5	Last day for students
June 6	<b>Teacher Work Day*</b>

**\*Work Days – See Article 4 Section B**