

# **Master Agreement**

**between**

**Swan Valley  
Board of Education**

**and**

**Swan Valley  
Education Association**

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**2012-2014**



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**THIS AGREEMENT**, entered into this **December 20, 2012**, by and between the Swan Valley Board of Education, Saginaw, Michigan, hereinafter called the "Board" and the Swan Valley Education Association, hereinafter called the "Association."

**WHEREAS**, the Board and the Association believe in the importance of Schools as an agency for the preservation and extension of our democracy; and

**WHEREAS**, the parties of this Agreement have a common goal of providing the best possible education for the children of the Swan Valley School District consistent with community resources and all other resources; and

**WHEREAS**, the members of the teaching profession are particularly qualified to advise and counsel with the Board of Education, in the formulation of policies and programs designed to improve educational standards; and

**WHEREAS**, the Board is elected by taxpayers for the purpose of establishing education policies that reflect the desire and needs of the community; and

**WHEREAS**, the parties agree that the Administration should retain the right to administer all school programs in accordance with the policies of the Board and the terms of this ensuing agreement; and

**WHEREAS**, the success of the Swan Valley School System education program is dependent upon the morale, knowledge, skill and creativity of teachers and administrators; and

**WHEREAS**, to obtain this goal it is imperative that there be understanding and cooperation between the teachers in the classroom, the Administration and the Board which is responsible for the operation of the school system; and

**WHEREAS**, the Association has been duly selected by a majority of teachers as exclusive representative of teachers for purposes of dealing with the Board on matters of teacher concern; and

**WHEREAS**, the law of the State of Michigan authorize collective bargaining for public employees and authorize public employers to enter into collective bargaining agreements with the representatives of their employees; and

**WHEREAS**, the parties desire to incorporate such an agreement and certain other matters into a written document and believe that such action is in the best interest of the community, children, school system, and teachers:

**THEREFORE**, the parties agree as follows:

**ARTICLE I  
RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Pubic Acts of 1965, for all non-supervisory personnel of the Swan Valley Board of Education certified to teach in public schools in the State of Michigan, excluding the superintendent, assistant superintendent, administrative assistant, principals, assistant principals and any other supervisory personnel.

B. The terms "teacher" or "employee", singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.

**ARTICLE II  
TEACHERS RIGHTS**

A. The teachers and the Association, as the exclusive bargaining representative of the teachers, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan statutes now or hereafter enacted. The Board shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Association agrees to represent equally all teachers without regard to membership or participation in, or association with the activities of the Association or any other teacher organization.

C. For the duration of this Agreement, the Board agrees not to negotiate with any teachers' organization other than the Association.

D. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no off-duty religious or political activities of any teacher or the lack thereof shall be grounds for any discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, except as provided by the Michigan Teachers' Tenure Act and as long as it is in conformance with the Michigan Education Association code of Ethics.

E. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the Administrator responsible for the safekeeping of such file.

F. No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in his/her personnel file unless the Association member has been made aware of it. Complaints against the Association member shall be put in writing with names of the complainants and administrative action taken. The Association member may submit a written notation regarding any material including complaints and the same shall be attached to the file copy of the material in question. When an Association member is requested to sign material placed in the file, such signature shall mean awareness, not necessarily agreement.

### **ARTICLE III BOARD RIGHTS**

A. The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement.

B. Both parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by both parties as supplement to this agreement.

### **ARTICLE IV NEGOTIATIONS**

A. Not later than May 1st of the calendar year in which this Agreement is subject to reopening or expires, the Board agrees to begin negotiations with the Association concerning a successor Agreement, in accordance with procedures set forth herein. Any Agreement so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the Association.

B. When it is mutually agreed that negotiations referred to in Paragraph A between the Association and the Board shall take place during the school day, up to six (6) teachers so engaged shall be released from regular duties without loss of salary.

C. In the event the negotiations described in Paragraph A above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended from time to time, shall be followed when requested by either party.

### **ARTICLE V NO STRIKE**

During the term of this Agreement, the Association and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy and subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. Therefore, the Association agrees that its officers, representatives and

members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, or other interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with any provisions of this Article shall be cause of whatever disciplinary action is deemed necessary by the Board.

## **ARTICLE VI DUES CHECK OFF**

A. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that 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. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty-five (25) days following deduction.

B. With respect to all sums deducted by the Board pursuant to authorization of the employees for membership dues, the Board agrees promptly to remit to the Association that portion allocated to the Association and to remit the balance for both the NEA and MEA, to the Michigan Education Association, 1216 Kendale Boulevard, BOX 673, East Lansing, Michigan, 48823, accompanied by an alphabetical list of teachers for whom such deductions have been made and indicating any changes in personnel from the list previously furnished. The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

C. The Association shall indemnify and hold the School District, Board, individual Board members, and the Board's administrative employees harmless against any loss or claims for damages resulting from this Article and, in the event any actions or claims are commenced against the indemnities, the Association shall intervene and defend such action or claim. All decisions relative to matters covered under this paragraph shall be joint decisions between the Association and the Board of Education.

D. When an employee does not have sufficient money due him, after deductions have been made for Social Security, Insurance, Garnishments, etc. or any other deductions authorized by the employee or required by law, dues referred to in Section A for that month will be collected by the Association directly from the employee.



**ARTICLE VII  
TEACHER EMPLOYMENT AND ASSIGNMENT**

- A. Teachers will be notified in writing of their tentative assignments for the coming year no later than June 15<sup>th</sup>, including the school to which they will be assigned.
- B. If a change in assignment is going to take place, the Administration shall notify and attempt to consult with the teacher prior to making the change.
- C. Teachers resigning should notify the Administration in writing at least sixty (60) days before September 1<sup>st</sup> of the ensuing school year. Exceptions to this date may be waived by mutual consent. All benefits will be continued up to September 1<sup>st</sup>.
- D. Credit for experience outside the school system shall be given in accordance with the following guidelines: (No credit for substitute or student teachings.)

The Swan Valley School District will give no more than three years of experience credit to a newly employed teacher, regardless of how many years of experience a teacher candidate has accumulated outside of the district. Exceptions, or credit for additional years, may be given by the SVSD Superintendent in the case of teaching positions where outstanding teacher candidates may be limited. These exceptions will be restricted to world languages and positions where specific certifications are required, particularly business and vocational education courses.

- E. Each year of active military experience shall equal one (1) increment. Unless otherwise required by law, military increments will not exceed two (2) annual increments on the salary schedule. This provision applies only to those teachers whose teaching career was interrupted for military service while under contract in any school system.
- F. All teachers with active military experience prior to entering the school system shall receive one-half (1/2) increment for each year of military service not to exceed one (1) increment in Salary Schedule upon presentation of Honorable Discharge.

**ARTICLE VIII  
TRANSFERS**

- A. Although the Board and the Association recognize that frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance they also recognize that some transfers for administrative purposes will be necessary.
- B. Assignment from one year to the next is the prerogative of the Administration. Transfers during the school year, whether voluntary or involuntary, shall be considered by the Administration and when possible, discussed with the teacher in advance of such transfer.
- C. All teachers in the District are free to request a transfer for personal reasons.

D. Any teacher desiring transfer shall notify their building principal in writing sixty (60) days prior to the end of the school year.

### **ARTICLE IX VACANCIES AND PROMOTIONS**

A. The Association recognizes the Board's exclusive authority to select and employ new professional personnel in the positions within the District and to provide for the filling of vacancies.

B. Whenever any vacancy in any professional position in the District shall occur, the Board shall publicize the same by posting appropriate notice. If this vacancy occurs during the summer months, an appropriate written notice by e-mail shall be given to all qualified personnel.

C. Any teacher may apply for such vacancy.

### **ARTICLE X TEACHING CONDITIONS**

A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and once each year the individual teacher will be provided forms on which he should requisition supplies and/or equipment for use during the ensuing school year; the Board will provide educational tools to the degree which finances permit and their relevance to the promotion of real learning experience for the children. The Board shall provide a tentative instructional budget by June 1 of the preceding year and a final instructional budget by November 15 of the current school year to each principal for their respective school, and the principal shall provide a budget for each elementary teacher and each secondary school department head.

B. The Board may enter into sub-contracting for vocational programs provided by organizations other than the parties of this Agreement. The Board shall further provide for Association involvement in addition or reduction of programs from planning through evaluation stages.

C. Whenever feasible, the Board shall make available in each school restroom and lavatory facilities exclusively for teachers' use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge. Provisions for such facilities will be made in all future buildings.

D. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they must call the previous evening prior to 11 p.m. or before 6:00 a.m. for 6-12 staff and before 7:00 a.m. for K-5 staff to report unavailability for work that day. Emergencies and/or extenuating circumstances will be taken into consideration. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher. When a teacher is absent from the classroom for the purpose of attending workshops or special meetings, a substitute will be placed in the classroom by the Administration.

E. When, in the judgement of the administrative officials authorized to make such decisions, hazardous weather conditions prevent the opening of school, teachers will not be required to report to work. Notice of closing will be given through local radio stations at the earliest possible time. On such days teachers are requested to tune into local stations. If this should occur on a previously scheduled in-service day, the teachers may be requested to report.

F. Whenever the principal is absent from the building for more than 3 ½ hours of the teacher's workday, a pre-appointed acting principal will be in charge. The acting principal will be relieved of classroom duties. The Administration office will be contacted in case of an emergency and a decision rendered.

G. All teachers are expected to prepare lesson plans. They may be periodically evaluated by the principal. This evaluation and/or discussion of the lesson plans will be held in private. In the event of a disagreement between the principal and the classroom teacher as to quality and adequacy of those lesson plans, the disagreement may be taken to the Superintendent. If the problem is not resolved at the Superintendent level, it will then be taken to the Board of Education whose decision would be final.

H. If an emergency (including weather related) occurs after the start of the school day, the teachers of that school shall be permitted to leave only after approval has been given by the principal. The principal may meet with the teachers a maximum of one (1) hour before they are excused.

I. The Board and the Association agree that it is not emotionally sound to attempt to conduct classes in a physically uncomfortable environment. The Board therefore, agrees to make every effort to maintain classroom temperature.

## **ARTICLE XI TEACHING LOADS**

A. The daily teaching load in the Middle School will not exceed six (6) teaching periods per day plus seminar. The daily teaching load in the Senior High School will not exceed five (5) teaching periods per day plus seminar. One (1) preparation period per day will be scheduled for the Middle and Senior High School teachers.

In accordance with the agreement between the SVEA and the Board, if SVHS is operating under a trimester schedule, the daily teaching load for high school teachers will not exceed four (4) teaching periods per day each trimester. The only exception would be if a teacher volunteered to assume classroom teaching during their scheduled preparation time.

B. Secondary teachers will not be required to teach more than three (3) subjects nor more than a total of four (4) teaching preparations at any one time, with the exception of secondary music.

C. Secondary teachers will not be required to supervise more than one (1) study hall per semester.

D. Exceptions to the provisions of Section A, B, and C, above shall not be authorized without prior consultation with the Association Executive Board. A disagreement over whether an exception is justified will be subject to the Grievance Procedure.

E. In no case, will the hours of instruction be less than that required for accreditation standards.

F. The teaching staff agrees to cooperate with the school district to become accredited by North Central Accreditation Agency. Staff members will make themselves available on a voluntary basis to help achieve this goal.

## **ARTICLE XII PUPIL-TEACHER RATIO**

A. Pupil-teacher ratio is an important aspect of an effective educational program. The parties therefore agree that the class size will be as follows:

1. All elementary special education students will be counted on the regular teacher's class size count.

2. Elementary Schools

Kindergarten ~ 2nd grade	27 to 1
Young 5's	20 to 1
3rd grade ~ 5th grade	28 to 1
Split classes	24 to 1

3. All high school and middle school special ed co-teaching students will be counted on the regular teacher's class size count.

4. Middle School

6 <sup>th</sup> , 7 <sup>th</sup> , & 8 <sup>th</sup> grade	27 to 1
Physical Education	38 to 1

5. High School

Social Studies, Business, Health	30 to 1
Science, Foreign Language,	28 to 1
Speech, Math, Language Arts	
Computers	26 to 1
Art	25 to 1
Home Economics, Office	24 to 1
Practice, Drafting	
Industrial Arts	20 to 1
Physical Education	38 to 1
Principals of Technology	20 to 1

\*Chemistry and computers will be limited to the number of workstations, not exceeding the maximum listed above. Each student assigned to a computer course will have their own computer work station. If a class has 26 students, there will be 26 computer work stations.

6. Special Education

Class sizes will be determined by state guidelines without variations.  
Departmentalization - max 10 where feasible.

Reopen contract for class size provisions only, if "inclusive education" become mandatory.

B. Payment for Going Over Class Size Limits

1.) Elementary

Teachers with contract overloads will be paid per student per hour per day based on 5 hours of student contact time.

Middle School & High School

Teachers will be paid per student over, per class, per hour, per day.

2.) Payment will be:

\$1.50 per student over, per class, per hour, per day

3.) Payment for overload will be calculated on a daily basis. Payment will be made at the end of each marking period per building.

**ARTICLE XIII  
TEACHING HOURS**

A. Teachers shall not be required to report more than three (3) working days prior to the beginning of classes. Teachers shall not be required to remain more than one (1) day after classes end. The SVEA and the Board may agree to add an additional day for professional development prior to the beginning of classes, in place of a professional development day normally scheduled during the school year.

B. There shall be one (1) uninterrupted work day (except for emergency communications) with no faculty meeting set aside between semesters and one (1) uninterrupted work day at the close of the school year as Record Day for teachers. There shall be one and one-half (1-1/2) uninterrupted work days with no faculty meeting set aside during the pre-school conference week and one-half (1/2) day for faculty meetings.

In accordance with the agreement between the SVEA and the Board, if SVHS is operating under a trimester schedule, high school teachers will have 166 minutes of records day time on the second and third exam days after Trimesters I and II. They will also, as compensation for their required attendance at the Parent Open Houses each trimester, be given release time on the mid-year (end of 1<sup>st</sup> semester for SVMS, HE and SE) records day when there is no school for students.

C. All teachers will be required to be in their respective school buildings for a seven hour and fifteen minute (7 hour and 15 minute) work day. All elementary teachers shall have a five and one half (5 1/2) hour teaching day. Scheduled starting and dismissal times for each building will be posted on the school bulletin board within five (5) working days after school opens each fall. All elementary grades will have two (2) recess periods per day (total 24 minutes). Every effort will be made to avoid conflict with physical education, music, and media instruction or State Certified District Personnel programs. The student day at both elementary schools will be 6 hours and 40 minutes.

D. Teachers are expected to remain after normal teaching hours for the purpose of mutually arranged parent-teacher conferences.

E. Teachers must remain after normal school hours, without additional compensation, for faculty meetings called by the school principals. It is agreed that forty-eight (48) hours written notice will be placed in the teachers' mailbox or electronic notification via email, staff bulletin or newsletter prior to each meeting and that the number of meetings will not exceed eighteen (18) meetings of one and one-half ( 1 1/2) hours duration during the school year. It is agreed that twenty-four (24) hours written notice may be given on a Monday if an emergency has developed on the previous Friday. Preestablished dates may be set on the calendar (building) for the school year to allow the staff to plan ahead at the beginning of the school year.

F. Grades K-5 teachers shall receive an uninterrupted duty-free lunch period of not less than forty (40) minutes; and 6-8 teachers an uninterrupted duty-free lunch period of not less than 35 minutes; 9-12 teachers an uninterrupted duty-free lunch period of not less than 30 minutes.

G. Elementary teachers shall be provided preparation periods during the time in which their classes are scheduled for instruction in physical education, music, media, or State Certified District Personnel programs. There shall be no rescheduling due to any disruption of the original schedule. However, a daily schedule may be rearranged within a building only by mutual agreement of all teachers involved. Each regular elementary teacher will receive 180 minutes release time each normal five-day school week while students are provided instruction in the elementary "specials" program. Subject matter may vary but will be instructed by State Certified District Personnel.

H. Teachers have agreed to extend their contract time with the students by four (4) minutes per day in order to have four (4) one-half (1/2) day building inservice sessions for the purpose of school and teacher improvement issues. These days will be for building issues unless the District School Improvement Committee and the building School Improvement Committee representatives agree to another arrangement. In-service days will be decreased from 9 to 7 at all levels. The mid-winter elementary conference days will be eliminated.

#### **ARTICLE XIV LEAVES**

A. **SICK LEAVE** Sick leave is an insurance and any violation of sick leave policy will result in a hearing before a committee consisting of three (3) members of the Swan Valley Education Association and three (3) representatives of the Board of Education. The hearing may result in partial or total forfeiture of all sick leave privileges. Reinstatement of sick leave privileges must be approved by the committee.

1. Teachers shall be entitled to ten (10) sick-leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. The unused portion of such allowance shall accumulate to a maximum of one hundred eighty (180) days with one exception. The Board shall furnish a written statement setting forth a total of sick leave credit once per month.

2. Any teacher whose personal illness extends beyond the period covered by sick leave days will be granted a leave of absence without pay for a period of up to one (1) year. The granting of such leaves will in no way interrupt seniority. The request will be supported by a written

physician's statement. At the Board's request and cost, the teacher may be required to obtain a supporting statement from the Board's physician.

3. The disabling aspects of pregnancy shall be treated the same as any other illness or disability.

4. The Superintendent or Assistant Superintendent, at their discretion, may request from any teacher where either excessive absenteeism, or a prolonged illness of the teacher or his children is involved, a statement from a licensed physician.

5. If a new teacher shall terminate service before the end of the first year of teaching, a deduction equal to current rate for a substitute teacher will be made at the time the services terminate for all sick leave used in excess of one (1) day per month.

6. In addition to personal illness, injury, or temporary disability, provided said disability is certified by a licensed medical authority, sick leave may be utilized for the following purposes:

(a) Two (2) days when an emergency illness or injury in his/her immediate family requires a teacher to make arrangements for necessary medical and nursing care.

(b) A maximum of five (5) days per school year for a critical illness or death in the family and household. (Immediate family shall be interpreted throughout this contract as husband, wife, mother, father, brother, sister, children, grandparents or grandchildren of employee or spouse.) Critical illness shall be defined as requiring immediate medical attention.

(c) A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the Michigan National Guard, provided such obligations cannot be fulfilled on days when school is not in session.

(d) A maximum of three (3) days per school year may be used for the following reasons, provided permission for such leave is obtained from the Superintendent's office through the principal involved:

(1) The teacher may attend the funeral of any person.

(2) Emergencies, catastrophe, accident.

(3) Marriage or graduation of a member of immediate family and of the employee him/herself.

(4) Required court appearance involving no moral turpitude on the part of the employee.

(5) Child born to or adopted by an immediate family member.

(6) Immediate member of family leaving for service.

(e) A maximum of five (5) days per school year may be used by the teacher in the event of illness of his/her children.

7. Sick days may be used to fulfill the requirements of adoption up to a maximum of fifteen (15) days.

B. **SICK LEAVE BANK** Retiring teachers would return 1/2 of their excess sick days to the sick bank, thus eliminating the new teachers from having to contribute their sick days. When the District wide sick-leave bank is below ninety (90) days, each teacher of the bargaining unit will give one-half (1/2) sick day. Additions to the bank may be made as required at the beginning of each semester according to the preceding limitation. These days may be used in cases of personal illness, injury, or temporary disability, provided said disability is certified by a licensed medical authority, where a teacher has depleted his own sick leave. These days may be requested through completion of a sick-leave bank request. These forms are available through the building principal.

A committee made up of one (1) Administrator (Superintendent or designee) and two (2) teachers (one elementary, one secondary) with the proviso that the building principal involved may be requested to be present as a source for information relative to the case under consideration. The committee shall decide if any days or how many days will be granted that teacher. Any decision must be a two-thirds (2/3) vote with a quorum present for action. A written note from a physician, upon request, shall also be presented with the teacher's request. Any days remaining in the sick leave bank at the end of the school year will be carried over into the succeeding school year.

1. Teachers will be eligible to apply for withdrawal of sick leave days from the bank when they have sustained a disability and after the expiration of the teacher's accumulated sick leave.
2. The maximum withdrawal for a single disability shall not exceed sixty-five (65) days minus the number of sick days a teacher has accumulated.

C. **TEMPORARY LEAVES OF ABSENCE WITH PAY**

1. A maximum of four (4) days of full salary each year will be credited each teacher for personal reasons. Application for personal leave will be made at least two (2) days prior to time required for such leave (except in the case of an emergency). If these days are not used, they shall be added to the teacher's accumulated sick leave. These days may not be used the day before or after a holiday or vacation. Under rare and unusual circumstances, the Superintendent may make exceptions to the above limit; his decision is not grievable. The maximum number of teachers who may be on the same day under this paragraph is six (6) teachers. No more than three (3) of these days may be used consecutively.
2. Where more than a total of the allowable days are used, a salary deduction will be taken.
3. The Board shall permit a person or persons designated by the Association to attend Association conferences. A maximum of ten (10) days total absence, without loss of pay, will be granted. Any unused days may accumulate to a maximum of fifteen (15) days. Only Association officers may attend to Association business during the school year. The Association shall make such request one (1) week prior to the date of such conferences. Application for such Association business leave will be made at least one (1) week prior to time required for such leave (except in the case of an emergency). The Association shall pay the expenses incurred at the current daily substitute rate.
4. Teachers may not use personal days in conjunction with "days without pay". This restriction may be waived at the Superintendent's discretion.



**D. EXTENDED LEAVES OF ABSENCE**

1. Leaves of absence without pay may be granted for the following purposes: (Requests for extensions may be made annually, in writing, at least sixty (60) days prior to the ensuing school year.)

(a) A leave of absence of up to one (1) year may be granted to any teacher upon application, for the purpose of engaging in study as a full-time student at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period.

(b) Study to meet eligibility requirements for certification other than that held by the teacher.

(c) A leave of absence of up to one (1) year may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries, foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities; or to serve as a consultant or director of a teacher center. Upon return from such a leave, a teacher shall be placed at the same position on the salary schedule as he/she would have had he/she taught in the District during such period. No more than two (2) teachers may be granted such leave at any one time. The teacher must have completed at least five (5) consecutive full years of service in the Swan Valley School System.

2. (a) A military leave of absence shall be granted according to General School Law and the federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) to any teacher inducted or who shall enlist for military duty in any branch of armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had she/he taught in the District during such period. Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended for a period of one (1) year. Application for such leave shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in a degree granting college or university.

(b) A leave of absence of one (1) year shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office with the exception of being a member of the Michigan Legislature. Upon return from such leave, a teacher must have teaching certification to return to his/her position or like position.

3. A leave of absence may be granted to any teacher for the purpose of child care. Said leave may commence upon request of the teacher. It is further provided that:

(a) The initial leave period may be for the duration of the semester when the leave was granted. It may be renewed for two (2) consecutive semesters.

(b) In the event of death of the object child of leave, the leave of absence may be terminated upon mutual agreement between the teacher and the Board.

(c) The granting of such leave will in no way interrupt seniority.

**E. NON-CHARGEABLE DAYS WITH PAY**

1. Time necessary to take the selective service examination not to exceed two (2) days.
2. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any proceedings not to exceed five (5) days.
3. It is the belief that attendance at conferences, workshops, conventions, and visitations to other professional competency and proficiency seminars enhance the educational program of the school district. Teachers shall be encouraged to participate in such meetings. Teachers will be required to apply, in writing, for leave to attend an aforementioned function at least ten (10) days prior to date of occurrence.
4. Non-chargeable days are not cumulative.

**F. SABBATICAL LEAVE**

With the approval of the Superintendent of Schools, sabbatical leave will be granted for study to a teacher by the Board, subject to the following conditions:

1. No more than one (1) teacher will be absent on sabbatical leave at any one time.
2. Request for sabbatical leave must be received by the Superintendent of Schools in writing in such forms as may be required by the Superintendent of Schools no later than March 1st of the school year preceding the school year for which the sabbatical leave is requested. Preference in granting such leaves will be given on the basis of length of service in the system. The Superintendent reserves the right to ascertain that the general program to be pursued or travel to be undertaken will be of benefit to the Swan Valley Public Schools. Upon return, a written report of study undertaken will be given to the Superintendent.
3. The teacher must have completed at least seven (7) consecutive full school years of service in the Swan Valley school system. Acceptance of sabbatical leave implies agreement to return to the Swan Valley school system following sabbatical leave for a minimum of two (2) school years. He/she shall return at the next step on the salary schedule.
4. A teacher on a sabbatical leave will be paid at one-half (1/2) of their annual base salary rate for a full year's leave. He/she shall receive full insurance and fringe benefits as provided for teachers by the Board of Education.

5. In the event the teacher shall fail to comply with the requirement in paragraph 2 above, he/she shall reimburse the Board for the amount paid as sabbatical leave.

G. A teacher may apply for a personal leave for up to one (1) year. If granted, no salary increment will be granted for such leave. If a teacher extends his/her leave beyond one (1) year, upon return, they will be assigned to the same position, if available; or if not, the nearest equivalent available position. The leave request must be made at least thirty (30) days in advance of the requested beginning date of the leave and state the date of return. Satisfactory evidence of physical and/or mental health shall be filed with the Board, upon request, before the teacher is returned to duty.

H. No benefits will accrue to a teacher during a leave of absence except as otherwise stated herein. Upon return from leave, accumulated unused sick leave benefits, accumulated at the time the leave commenced, will be restored.

I. Teachers who are called to Jury Duty, and cannot obtain a release, shall receive the difference between the juror rate of pay and their regular salary.

## **ARTICLE XV TEACHER PROTECTION**

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

B. Inclusive Education

1. The parties acknowledge that the policy of Least Restrictive Environment is legally mandated. They also recognize the extent to which any individual handicapped student should participate in regular education programs and services which must be appropriate to that student's unique needs as determined by an Individual Educational Planning Committee (IEPC) on an individual basis.

2. The building administrator or his designee will recommend the placement of an eligible student in the smallest available and appropriate regular education class except for good cause shown. The number of mainstreamed students per class shall be reviewed by the administrator or his designee periodically to determine if the numbers are fairly distributed among various classes. Excessive numbers in any particular class will be avoided.

3. Although it is agreed that the special needs student's participation and right to participate in regular education programs and services cannot be affected by this agreement, the Board agrees to consider how the handicapped student's placement will affect teachers and other students when determining the special needs student's placement.

4. A minimum of one regular education teacher and one special education teacher into whose classrooms a special needs student has been placed shall be formally invited to serve on the IEPC for that student. Said teachers will receive written and/or electronic notification at least 48 hours prior to the IEPC for that student. Other regular education teachers may request to be in attendance should they feel their presence is necessary. The Board shall

provide release time for a teacher to attend an IEPC which is scheduled during the time the teacher is assigned to teach a class. Upon administrative approval, time shall be made available, as needed, for the regular classroom teacher to consult with the special education staff primarily responsible for the special needs students.

5. When determined by the IEPC, support personnel, curriculum materials, equipment, other necessary resources, or consultant assistance relevant to the student's needs will be arranged for by the special education director as soon as possible. No teacher shall be required to administer prescription drugs or to undertake certain procedures such as custodial care, school health services, suctioning, catheterization or the like.

6. In the event that an aide has been assigned to assist in a classroom in which a special education student is assigned and the aide is unable to carry out assigned duties, a substitute will be provided. The purpose of an aide is to facilitate the integration of a student into the student's assigned classroom. Therefore, the aide's responsibility is to that student's teacher.

7. If any teacher has a reasonable basis to believe that a special needs student's needs are not being met, he/she shall meet with the special education director to review and/or recommend changes. This meeting must be held within 10 school days. The teacher may request an IEPC at any time to address special circumstances which may arise in working with such special needs children. Timelines will be followed in line with Federal and State laws.

C. Any case of assault upon a teacher 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 and obligations with respect to any assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

D. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student in accordance with school policy, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, providing the teacher acted in a reasonable manner.

E. If, as a result of an assault arising out of and in the course of his/her employment, a teacher is injured or suffers damages to or destruction of personal property, the Board of Education will reimburse the teacher for such costs.

F. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

G. Any teacher who is absent as a result of injury caused by an accident or assault arising out of and in the course of his/her employment will be paid his/her full salary (less the amount of any Worker's Compensation made for temporary disability due to said injury) provided this difference between said full salary and Worker's Compensation be deducted from the teacher's annual and accumulated sick leave until his portion of such fund is exhausted. When such fund is exhausted, Worker's Compensation Benefits only shall apply.

H. The Board agrees to furnish the teachers with accident report forms. These are to be filled out in duplicate by the teachers whenever a student is injured and turned in to the school office the same day the student is injured.

I. A teacher may exclude a pupil from class when the misbehavior disrupts the learning process. In such cases, the teacher will furnish the principal, as promptly as his/her employment obligations will allow, full particulars of the incident in writing. In no event will the report be given to the principal any later than the end of the school day on which the incident occurs. The pupil shall not be returned to the class until after consultation by the principal with the teacher.

J. The Board and the Association shall each appoint three (3) members to a discipline committee. The committee shall make recommendations to the Board of Education.

K. The use of the Internet/Intranet by bargaining unit members is governed by The Swan Valley School District Acceptable Use Policy.

An eight (8) member technology committee will be formed consisting of four (4) SVEA members and four (4) SV Board members or their representatives. Guidelines for technology protection language agreed upon by both parties by October 1, 1999 shall be included in this contract.

L. All charges against a teacher shall be made in writing and signed by the administrator making the same.

M. No disciplinary document shall be added to an employee's personal file without prior notice to the employee.

## **ARTICLE XVI GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers arising from the language of this Agreement or an alleged breach thereof. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the unit described in Article I above will not constitute a grievance.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. "School days" shall mean days when school is in session for students during the academic year and days when the Central Office is open during the summer break period.

### **B. PURPOSE**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given opportunity to be present at such adjustment.

## C. **PROCEDURE**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement.

### 1. LEVEL ONE

(a) A teacher with a grievance will first discuss it with his principal or immediate superior within ten (10) school days after the teacher knew, or should have known, of the act or condition on which the grievance is based either directly or through the Association's School Representative, with the objective of resolving the matter informally.

### 2. LEVEL TWO

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Superintendent of Schools within ten (10) school days after the decision at Level One or twenty (20) school days after the grievance was presented, whichever is sooner.

(b) The Superintendent or his designee will represent the administration at this level of the Grievance Procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the aggrieved person in an effort to resolve it.

(c) If a teacher does not file a grievance within the time limits established herein, then the grievance will be considered as waived.

### 3. LEVEL THREE

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, he/she may file the grievance in writing with the Board of Education within ten (10) school days after a decision by the Superintendent, or twenty (20) school days after he/she has first met with the Superintendent, whichever is sooner. Within ten (10) school days after receiving the written grievance, a committee of the Board will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the full Board.

### 4. LEVEL FOUR

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after he/she has first met with the Board Committee, he/she may, within ten (10) school days after a decision by the Board or fifteen (15) school days after he/she has first met with the Board Committee, whichever is sooner, request in writing that the Association submit his/her

grievance to arbitration. Grievances which do not arise from the language of this Agreement, or an alleged breach thereof, may be processed through Level Three, but will not be arbitrable.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board Committee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a demand for arbitration shall be filed with the American Arbitration Association by the Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The Demand for Arbitration must be filed within ten (10) school days of the notice of submission.

(c) The arbitrator so selected will confer with representatives of the Board and the Association and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is in violation of the terms of this Agreement. Arbitration of grievances arising from the language of this Agreement or an alleged breach thereof will be final and binding.

(d) The costs for the services of the arbitration, including per diem expenses if any, and actual necessary travel and subsistence expenses, will be borne equally by the Board and the Association.

#### **D. RIGHTS OF TEACHERS TO REPRESENTATION**

1. No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any School Representative, any member of the PR&P Committee, or any other participant in the Grievance Procedure by reason of such participation.

2. Any person in interest may be represented at all stages of the Grievance Procedure by a person of his own choosing, except he/she may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the Grievance Procedure.

#### **E. MISCELLANEOUS**

1. If, in the judgement of the Association, a grievance affects a group or class of teachers, the Association may submit such a grievance in writing to the Superintendent directly and the processing of such a grievance will be commenced at Level Two.

2. Decisions rendered at Levels One, Two, and Three of the Grievance Procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section C, paragraph 4 (c).

3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the Grievance Procedure.

4. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided, however, that nothing contained herein will deprive any teacher of any legal rights which he presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of the Article.

5. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.

6. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the Grievance Procedure.

#### **ARTICLE XVII PROFESSIONAL COMPENSATION**

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

B. For extra work the teacher shall be entitled to appropriate additional professional compensation as set forth in Appendix B which is attached to and incorporated in this Agreement.

C. Any teacher who is authorized to use his or her own automobile in pursuance of assigned school duties shall be reimbursed at the rate established by the IRS. All claims for reimbursement shall be made only upon forms provided by the Board.

D. The Board shall pay the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions, as approved by the Board (through the Principal, Superintendent or designee). Meal allowances shall be set at a minimum, the IRS recommended "standard meal allowance" rate, but not to exceed \$50.00 per day. The Board and the Association recognize the importance of professional improvement, however, attending workshops, seminars, conferences or other professional improvement sessions may be approved only if it is within the budgetary limitations of the District. For the duration of this agreement, approval of attending professional improvement sessions may be contingent upon the teachers' agreement to share in the cost. After that the parties agree there will be no shared cost unless the parties agree through bargaining. Application to attend a professional improvement activity should be made by completing and submitting the SVSD Conference/Workshop Request Form, sufficiently in advance (usually at least ten (10) days) to allow the proper planning. Persons attending conferences or workshops will submit a summary of conference highlights to the Superintendent or designee using the SVSD Professional Development Evaluation Form within two (2) weeks from the closing of the conference.

E. Any teacher who takes additional classes at the written request of the Board for possible curriculum expansion shall have the tuition paid for by the Board.



F. Each teacher attending Hartley Outdoor Education Center and staying overnight shall be granted an additional personal day for each night they stay. Personal time to be granted upon completion of the stay.

**G. APPROPRIATE ADDITIONAL COMPENSATION**

The salary schedule is based upon a normal weekly teaching load, defined in Article XIII. For extra work other than defined in Appendix "B", the teacher shall be entitled to appropriate additional professional compensation, at his/her professional hourly rate as established in the salary schedule. When attendance at activities other than staff or curriculum meetings not specified in Article XIII as part of the regular teaching duties is required, he/she shall be paid at his professional hourly rate as established in the salary schedule or at the following compensatory time rate.

**ARTICLE XVIII  
GENERAL CONDITIONS**

A. The Association shall have the right to use school building facilities for two (2) meetings per month. All other meetings, other than the above mentioned Association, shall be subject to the approval of the Board. Bulletin boards located in the teachers' facilities and other media of communication shall be made available at cost to the Association.

B. Telephone facilities will be made available to teachers for their reasonable personal use, providing they pay toll costs. The use of the telephone by a teacher will not exceed five (5) minutes and will be limited to their non-teaching time during the day, except in the case of an emergency.

C. All teachers should attend meetings in their respective buildings (such as open house, parent- teacher council, science fair, achievement night, etc.)

D. Teachers will, at all times, abide by building rules and policies set up by the Administration. Each teacher shall be provided with a copy of such rules and policies by State Official Count Day.

E. Teachers will not be required to add anything to the student's permanent record other than grades, attendance, reading cards and signature. Teachers will be required to keep daily attendance.

F. Field Trips - One (1) per class if finances permit. Suggest fifty (50) miles as average one way. Application to be made to Building Principal at least two (2) weeks prior to proposed trip. Trips would be approved on an equitable basis.

G. A school key shall be made available to all teachers on a signed request from the teacher to the building principal.

Arrangements for returning the key shall be determined by mutual agreement between the principal and the teacher. Any abuse of this privilege by a teacher will result in that teacher no longer being granted the privilege.

H. Teachers shall not be required to collect money.

I. **GRADE CHANGE**

A grade may be changed if the teacher is informed and concurs in the change. If the teacher is informed and does not concur, the grade cannot be changed unless the change is approved by a review panel. The review panel must be composed of the following members:

1. One principal
2. One board member
3. Superintendent or his or her designee
4. 3 teachers selected by the bargaining unit

The teacher involved and the student and his/her parent(s) or guardian(s) will be invited to attend the meeting of the grade change review panel. Teachers will attend at their own discretion. The teacher involved may appeal the review panel's decision to the board of education. The school board must comply with the Family Educational Rights and Privacy Act when considering an appeal and must review the reasons for changing the grade at a meeting of the board. The decision of the board of education is final. The pupil must be informed of a grade change.

**ARTICLE XIX  
SCHOOL CALENDAR**

School calendar is available on the website and can be downloaded at: S:\Staff\Admin\School Calendars

**SNOW DAYS**

It is the intention of the Board of Education to have One Hundred Eighty Two (182) Student Session Days. In the event the law changes and the District is not required to make up "Act of God Days" to participate fully in State Aid we will revert back to not requiring teachers to make up "Act of God Days".

In the event that school is canceled due to an "Act of God" and the day is made up later, teacher shall only receive pay for the made-up days.

**ARTICLE XX  
DURATION OF AGREEMENT**

A. **SEPARABILITY**

If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provisions or specific applications shall be deemed null and void but all other provisions or applications shall continue in full force and effect.

B. **WAIVER**

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 Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the duty 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 subjects or matters 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.

C. This contract shall be effective as of the date it was ratified by both parties and shall expire June 30, 2014.

#### **ARTICLE XXI FINANCIAL INFORMATION**

Immediately prior to contract negotiations, the Board agrees to furnish the Association reasonable information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing its proposals.

**TEACHERS SALARY SCHEDULE**

**2012-13**

0%

STEP	BS	BS+20*	BS+30/ or M.A.	M.A.+15	ED SPEC M.A.+30	INDEX
1	35192	36725	38252	39780	41306	1.000
1.5	36072	37643	39208	40775	42339	1.025
2	36952	38561	40165	41769	43371	1.050
2.5	37831	39479	41121	42764	44404	1.075
3	38711	40398	42077	43758	45437	1.100
3.5	39591	41316	43034	44753	46469	1.125
4	40471	42234	43990	45747	47502	1.150
4.5	41351	43152	44946	46742	48535	1.175
5	42230	44070	45902	47736	49567	1.200
5.5	43110	44988	46859	48731	50600	1.225
6	43990	45906	47815	49725	51633	1.250
6.5	44870	46824	48771	50720	52665	1.275
7	45750	47743	49728	51714	53698	1.300
7.5	46629	48661	50684	52709	54730	1.325
8	47509	49579	51640	53703	55763	1.350
8.5	48389	50497	52597	54698	56796	1.375
9	49269	51415	53553	55692	57828	1.400
9.5	50325	52517	54700	56885	59068	1.43
10	51380	53619	55848	58079	60307	1.46
10.5	52436	54720	56995	59272	61546	1.49
11	53492	55822	58143	60466	62785	1.52
11.5	54548	56924	59291	61659	64024	1.55
12	55603	58026	60438	62852	65263	1.58
12.5	56659	59127	61586	64046	66503	1.61
13	57715	60229	62733	65239	67742	1.64
13.5	58771	61331	63881	66433	68981	1.67
14	59826	62433	65028	67626	70220	1.70
4%	2393	2497	2601	2705	2809	15 YRS
6%	3590	3746	3902	4058	4213	20 YRS
9%	5384	5619	5853	6086	6320	25 YRS

\* The BS+20 rail on the salary schedule will not apply to new hires after the ratification of this contract (July 14, 2009). All SVEA members hired prior to the July 14, 2009 ratification are grandfathered in under the previous salary schedule which consisted of a B+20 rail.

For 2012-13, per P.A. 54 salary movement to current step/longevity/rail will be prorated based on the date of contract settlement (December 20, 2012).

For 2012-13 an off scale stipend of \$850 will be paid as soon as feasible, but no earlier than January 1, 2013 to each active SVEA member that does not receive a step/longevity increase (those on steps 16-19, 21-24, and 26+).

**TEACHERS SALARY SCHEDULE**

0%

2013-14

STEP	BS	BS+20*	BS+30/ or M.A.	M.A.+15	ED SPEC M.A.+30	INDEX
1	35192	36725	38252	39780	41306	1.000
1.5	36072	37643	39208	40775	42339	1.025
2	36952	38561	40165	41769	43371	1.050
2.5	37831	39479	41121	42764	44404	1.075
3	38711	40398	42077	43758	45437	1.100
3.5	39591	41316	43034	44753	46469	1.125
4	40471	42234	43990	45747	47502	1.150
4.5	41351	43152	44946	46742	48535	1.175
5	42230	44070	45902	47736	49567	1.200
5.5	43110	44988	46859	48731	50600	1.225
6	43990	45906	47815	49725	51633	1.250
6.5	44870	46824	48771	50720	52665	1.275
7	45750	47743	49728	51714	53698	1.300
7.5	46629	48661	50684	52709	54730	1.325
8	47509	49579	51640	53703	55763	1.350
8.5	48389	50497	52597	54698	56796	1.375
9	49269	51415	53553	55692	57828	1.400
9.5	50325	52517	54700	56885	59068	1.43
10	51380	53619	55848	58079	60307	1.46
10.5	52436	54720	56995	59272	61546	1.49
11	53492	55822	58143	60466	62785	1.52
11.5	54548	56924	59291	61659	64024	1.55
12	55603	58026	60438	62852	65263	1.58
12.5	56659	59127	61586	64046	66503	1.61
13	57715	60229	62733	65239	67742	1.64
13.5	58771	61331	63881	66433	68981	1.67
14	59826	62433	65028	67626	70220	1.70
4%	2393	2497	2601	2705	2809	15 YRS
6%	3590	3746	3902	4058	4213	20 YRS
9%	5384	5619	5853	6086	6320	25 YRS

\* The BS+20 rail on the salary schedule will not apply to new hires after the ratification of this contract (July 14, 2009). All SVEA members hired prior to the July 14, 2009 ratification are grandfathered in under the previous salary schedule which consisted of a B+20 rail.

For 2013-14 an off scale stipend of \$850 will be paid no later than December 31, 2013 to each active SVEA member that does not receive a step/longevity increase (those on steps 16-19, 21-24, and 26+).

## APPENDIX A

1. In addition to the above salary schedule, the Board agrees to furnish to all teachers who contract to teach full days for the entire year, the following insurance protection for the full twelve (12) month period. Teachers who enter into a written contract to teach full days for part of the year or part days for the entire year shall receive pro-rated fringe benefits.

- A. The health insurance in effect at the beginning of the 2012-13 school shall be continued through December 31, 2013. Effective January 1, 2014, teachers shall be provided MESSA \$1250/\$2500 HSA funded by the district. In 2012-13 and 2013-14 teachers shall be provided the same long term disability, dental, life and vision insurance that they were provided in the 2011-2012 school year.

The Board's contribution toward the health insurance premium shall be "capped" at the following amounts in accordance with Section 3 of the Publicly Funded Health Insurance Contribution Act (PFHICA) and any health insurance premium in excess of the following amounts shall be paid by the teacher through payroll deduction:

Single Subscriber -- \$5,500  
Individual and Spouse -- \$11,000  
Full Family -- \$15,000

The above amounts shall be adjusted in accordance with Section 3 of the PFHICA.

- B. In the event of accidental death, the life insurance will double the specified amount. The program shall provide for optional life insurance in amounts up to one-half (1/2) of the subsidized maximum, which will be available without health questions at the established School District rates, at the employee's expense through payroll deduction.

### FOR EMPLOYEES NOT NEEDING HEALTH INSURANCE

#### Plan B

Long Term Disability	66 2/3% \$4,000 Maximum Pre-existing Condition Waiver 90 calendar days modified fill Alcoholism/drug addiction 2 years Mental/nervous same as any other illness Social Security Freeze on offset
Delta Dental Plan	80/80/80: \$1,500 annual max c.o.b. 50/50/80: \$1,500 annual max. c.o.b. 80: \$1,500 lifetime max. orthodontics
Vision	VSP-3
Dependent Life	Spouse \$2,000 Each eligible child \$1,000
Negotiated Life	\$50,000 AD & D

Those taking Plan B will receive \$220 per month to be placed in a 403(b) account with one of the vendors listed below as selected by the employee. It will be the employee's responsibility to set up the account and complete appropriate paperwork to initiate the receipt of these funds.

1. The Board agrees to take payroll deductions for 403(b)/Salary Reduction Agreements for up to twenty (20) companies as selected by the association representatives. Payments will be paid to the 403(b) vendors each pay period. The teacher will not be contacted by the salespersons during school hours.

- |                               |                                 |
|-------------------------------|---------------------------------|
| 1. The Equitable              | 7. Mass Mutual                  |
| 2. G.L.P.                     | 8. Fidelity                     |
| 3. ING Aetna                  | 9. MetLife                      |
| 4. Franklin Templeton         | 10. 403b ASP – Edward Jones     |
| 5. Horace Mann Life Insurance | 11. First Investors Corporation |
| 6. AIG/VALIC                  | 12. Farm Bureau Insurance       |

Additional 403(b)/Salary Reduction Agreement companies may be added if three (3) or more staff members initially participate (as computer space allows). Potential new vendors must contact the administration office to complete the appropriate steps to being approved as a new vendor by Swan Valley School as well as our third party administrator.

An updated vendor list will be provided to the Association at least one time per school year. It will also be provided if a new vendor is added to the list.

The employer shall provide a cash option in lieu of health benefits. This cash option shall be available to employees who do not receive Plan A or Plan B. The cash amount per month shall be \$220 per month. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

The amount of the cash payment received may be applied by the bargaining unit member to a 403(b)/Salary Reduction Agreement. To elect a 403(b)/Salary Reduction Agreement, the bargaining unit member shall enter into a salary reduction agreement. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect.

2. The Board agrees to take payroll deductions for those teachers who are members of Credit Unions and/or make automatic deposits to banks as authorized by the teacher.

3. Salaries of all certified employees shall be in accordance with the salary schedule adopted annually by the Board and the Association. Any changes in salary shall be noted on salary contracts at the time of change. Salaries shall be determined in accordance with a salary schedule based on training and experience. If a salary schedule adjustment is made during the school year, any teacher who is unable to complete that school year, will receive an adjustment in proportion to that part of the school year that the teacher has taught. Any teacher teaching one-half (1/2) days for a full year or a full day one-half (1/2) year will receive one-half (1/2) increment on the salary schedule in the subsequent year. When a teacher earns a degree or earns sufficient semester hours to move from one salary schedule to another, adjustments on the salary shall take place at the beginning of the ensuing semester. To move to M.A. +15 or Education Specialist/M.A. +30 a teacher must take graduate level classes, undergraduate classes in the teachers' major or minor areas, or undergraduate classes toward certification with prior approval of the Superintendent. Full credit for teacher experience shall be given when adjustments are made. An official application for adjustments and a transcript of college credit must be filed with the Board prior to the semester for which the adjustment is desired.

4. All employees shall have the option of 21 or 26 pays. The 26 pays include an option for a lump sum payment in the 1<sup>st</sup> pay period after the last day of school. This will occur as long as state or federal law dictates.

5. M.A.+15 If hours taken are graduate hours or undergraduate hours approved by the Superintendent prior to receiving a M.A., a teacher must have credits equivalent to a B.S. +55 to be placed on the M.A.+15 pay scale. An exception would be teachers who received teaching endorsements prior to receiving a Masters Degree. These hours would count toward the M.A. +15 scale.

M.A.+30 If hours taken are graduate hours or undergraduate hours approved by the Superintendent prior to receiving a M.A., a teacher must have credits equivalent to a B.S. +70 to be placed on the M.A.+30 pay scale. An exception would be teachers who received teaching endorsements prior to receiving a Masters Degree. These hours would count toward the M.A. +30 scale.

6. Teachers who are vocationally certified and teaching in an approved, subsidized program shall receive one (1) increment on the Salary Schedule.

7. A teacher shall receive an annual longevity payment of four percent (4%) of his/her annual salary beginning with the fifteenth (15) year, six percent (6%) longevity beginning with the twentieth (20th) year and nine percent (9%) beginning with the twenty-fifth (25th) year. Payment will commence in the semester the anniversary occurs.

8. If a teacher terminates his/her employment in the Swan Valley School District, he/she shall receive a rate of \$70.00 per day for his/her unused sick leave up to a maximum of one hundred (100) days provided they have served the District for at least ten (10) years. If after receiving a payment under this provision, a former employee resumes employment with the Board and again becomes eligible for payment hereunder, payments previously made will be deducted from any subsequent payments to which he/she is entitled.

9. The Board agrees to take payroll deductions for city income tax for those teachers living in the city of Saginaw.

10. Three C.E.U.'s will equal one (1) semester hour of credit towards the salary scale if fifty percent (50%) of the time comes after the teaching day.

11. Retirement as used in this article shall mean severance of active employment with the district and verification of an application from the teacher to the Michigan Public Schools Employees Retirement System for retirement benefits from said retirement system.



A teacher who has acquired a minimum of ten (10) years of teaching service in Swan Valley School District and has obtained \_\_\_\_\_ years of total teaching experience may at his/her option take early retirement providing the teacher submits a written resignation by April 1<sup>st</sup> of the year of retirement. If a teacher will be retiring at the end of the 1<sup>st</sup> semester, he/she must submit his/her written resignation by October 1.

<u>EXPERIENCE YEARS</u>	<u>STIPEND</u>
25 - 30	\$7,500
31	7,000
32	6,500
33	6,000
34	5,500
35	5,000
36	4,500
37	4,000
38 and more	3,500

The Article can be reopened by either party if school laws change which pertain to early retirement. The notice may be waived by mutual agreement.

## APPENDIX B

1. In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following sums on a yearly basis:

Head Football	10%
Assistant Head Football - Senior High	7.50%
Junior Varsity and Assistant Football - Senior High	7.50%
Assistant Junior Varsity Football	6%
Football 9th and Assistant Head Football - Senior High	6.50%
Assistant 9th Football	6%
Head Football 8th Grade	6%
Assistant Football 8th Grade	5%
Basketball - Varsity - Boys and Girls	10%
Junior Varsity Basketball and Assistant Head Basketball, Senior High - Boys and Girls	7.50%
Basketball 9th Grade "A" and "B" Boys	6.50%
Basketball Middle School (2) Boys	6%
Basketball Middle School (2) Girls	6.00%
Head Baseball - Varsity	7.50%
Junior Varsity Baseball	6.50%
Head Softball - Varsity Girls	7.50%
Junior Varsity - Softball - Girls	6.50%
Head Baseball - 7th and 8th Grades	5.50%
Track - Senior High - Boys and Girls	7.50%
Track - Senior High - Boys and Girls If no assistant hired	9%
Assistant Varsity Track - Boys and Girls	5.50%
Track - Middle School - Boys and Girls	5.50%
Assistant Middle School Track	5%
Soccer - Girls	7.5%
Soccer - Boys	7.5%
Head Wrestling - Senior High	9%
Assistant Wrestling - Senior High	6%
Head Wrestling - Middle School	5.50%
Head Tennis - Senior High - Boys and Girls	5.50%
Head Cross Country - Senior High - Boys and Girls	6%
Head Golf - Senior High	6%
Junior Varsity Golf - Senior High	4%
Head Volleyball - Senior High - Varsity	9%
Junior Varsity Volleyball	6.50%
Freshmen Volleyball	5.50%
Volleyball - 8th Grade	5.50%
Volleyball - 7th Grade	5.50%
Head Swimming - Varsity	7%
Assistant Swimming - Varsity	4.50%
Head Hockey - Senior High	6%
Head Skiing - Senior High	4%

Senior High Music Director	5.50%
Middle School Music Director	3.50%
Elementary School Music	3%
Yearbook Advisor - Senior High	6%
Yearbook Advisor - Middle School	1.00%
Speech - Drama Director - Senior High	5.50%
Drama - Middle School	3%
Debate - Forensics - Senior High	4%
Competitive Cheer 9-12	4.00%
SADD - High School	1%
STAND - Middle School	1%
Cheerleading - Middle School	3%
PomPon Advisor - Senior High	3.50%
Color Guard Advisor - Senior High	2%
Head Class Advisor - Senior High 2/Grade	1%
Student Council Advisor	1%
National Honor Society	1%
Safety Patrol Supervisor (Elementary)	2.25%
Safety Service Squad Supervisor (Elementary)	2%
Computer Coordinator	5%
Middle School Athletic Director	8%
Quiz Bowl Advisor	1%
High School Store Advisor	4%
Middle School Store Advisor	3%
Bowling	4%

Two representatives from the Board and two representatives from the Association will meet to decide if an Assistant Track Coach is needed.

The percentages are figured on seven steps of the Bachelor's Degree scale starting with step 2, step 3.5, step 5, step 6.5, step 8, step 9, and step 10. First year coach starts on step 2 (two) of the salary schedule.

Drivers Education Instructor will be equal to the Community Education hourly rate.

2. LUNCH DUTY Teachers who supervise children during their regular duty-free lunch period will receive one-seventh ( $1/7^{\text{th}}$ ) of their base pay. Volunteers will be assigned on a rotating basis.
3. Secondary teachers who volunteer to assume an extra classroom teaching assignment instead of their scheduled preparation period will be reimbursed at the rate of one-sixth ( $1/6^{\text{th}}$ ) of their base pay.

In accordance with the agreement between the SVEA and the Board, if SVHS is operating under a trimester schedule, secondary teachers who volunteer to assume an extra classroom teaching assignment instead of their scheduled preparation period will be reimbursed at the rate of one-fifth ( $1/5^{\text{th}}$ ) of their base pay. The pay will be prorated according to the number of trimesters they teach a class during their scheduled prep period during the school year.

4. Any regular classroom teacher who assumes the duties of a librarian or instructional materials coordinator will be reimbursed at the rate of one (1%) percent of their base pay.
5. Teachers who volunteer to supervise extra-curricular activities (athletic events only) will be paid at the rate of eight (8) dollars per hour. Volunteers will be selected on a rotating basis by the principal.
6. Appointed high school department heads of the following areas will have the indicated number of days during the months of September through June to perform their duties as outlined by the administration. If said duties cannot be performed during the school year, and teacher is required to report after school is out, said teachers will be paid at their per diem rate.

Language Arts	3 days
Science	5 days
Social Studies	3 days
Math	2 days
Industrial Arts	4 days
Business	2 days

Home Economics	4 days
Foreign Language	1 day
Physical Education	2 days
Music	1 day
Art	4 days
Special Education	2 days

7. Librarians and counselors if required to report by administration before the beginning of the school year or after the end of the school year, will be paid at the substitute daily rate.
8. Yearly passes for home hosted school activities will be issued for teachers. Teachers will be expected to assist the administration if necessary.
9. SUMMER TIME WORK The Board will pay a teacher the substitute teacher rate for each day that the teacher works on curriculum during the summer on a voluntary basis. The work must be done with the Curriculum Director or his/her designee.
10. MENTOR TEACHERS Teachers who volunteer to be Mentor Teachers shall receive an allowance of \$300.00 per year to be spent on supplies for their classroom activities. If agreed to by the Superintendent, any amounts not spent in the school year may be carried over to the next school year. Every effort shall be made by the administration to assign only one (1) probationary teacher, the mentor teacher will receive \$300 for each probationary teacher that they mentor.
11. WEBMASTER \$5,000
12. Any regular classroom teacher who assumes supervision of a student group for independent study (larger than five students) during the teacher's preparation period, will be reimbursed at the rate of 1% of base pay if this supervisory capacity includes the issuance of grades and attendance. Payment is based on the Extra Assignments (Appendix B) pay scale.

## **APPENDIX C SENIORITY**

### **1. SENIORITY:**

(a) A district-wide seniority list of bargaining unit members shall be established and agreed upon between the parties within thirty (30) days of the signing of this contract. A teacher's hire date shall be determined by the date and hour in which employment is offered by the administration. This will be verified by a letter from the Superintendent. The contract date which controls length of service shall be the earliest contract commencing a period of continuous employment, including authorized leaves, to the date of such reduction. A layoff is considered an authorized leave of absence. This will not change the present seniority list.

(b) The seniority of part-time teachers shall accrue at the same rate as full-time teachers.

(c) A teacher accepting a position within the school system, but outside the bargaining unit, shall have his/her teaching service frozen from the time he/she left the bargaining unit. Should the person return to the bargaining unit, he/she will again begin to accrue seniority.

2. Any vacancies which occur after the beginning of a semester will be filled at the discretion of the Superintendent.

3. After sixty (60) consecutive teaching days, teachers who have assumed regular teaching duties during a vacancy created after the beginning of the school year shall receive full salary and fringe benefits at that time.

## **APPENDIX D TWO-WAY INTERACTIVE TELEVISION**

It is agreed that two-way interactive television will be an alternative to be used for the instruction of students in the Swan Valley School District.

### **SCHEDULING AND ASSIGNMENTS**

The Curriculum committee shall develop processes and procedures and recommendations for the annual determination of course offerings and the designation of originating and remote site district locations. The Board shall make the final determination of course offerings, and site locations on or before May 1 of each year.

On or before May 1, of each year, the Board will post, in each building a list of classes to be provided via two-way TV during the following year.

The originating site district shall be the employer.

### **LABOR DISPUTES**

In cooperating school districts where instructional employees are not at work due to a labor dispute with the said district, those students enrolled to participate in a telecommunications course(s) may attend and participate in telecommunication course(s).

### **MILEAGE**

Originating site district teachers who, from time to time, may be required to use their personal automobile to travel between sites or to training or to other meetings regarding IATV shall be reimbursed for their allowable mileage in a manner consistent with the collective bargaining agreement.

### **EQUIPMENT**

The school district shall be responsible for the repair and maintenance of telecommunications classroom equipment at the site. Teachers shall not be responsible for setting up, maintaining or dismantling telecommunications equipment.

### **TRAINING**

Initial and on-going training in using telecommunications as an alternative educational delivery system shall be made available to teachers who will be presenting IATV classes. This training will be at no cost to the teacher. IATV teachers participating in training will be given release time, or one half (1/2) business days per day for such training.

### **RESPONSIBILITIES OF ORIGINATING AND REMOTE SITE DISTRICTS**

The originating site district shall be responsible for the course content, material selection, instruction, testing and evaluation of students at the originating site and at all remote sites.

Behavior or discipline and supervision of students at remote sites shall be the responsibility of the

remote site district. If teachers are assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other supervisory assignment. No teacher will be regularly assigned to supervise remote site students during the teacher's preparation period or during the time he/she is performing his/her assigned duties.

### **CLASS SIZE**

The parties mutually agree that the purpose of IATV is to provide quality, cooperative academic programming in order to enrich educational opportunities for students. Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class size, including students at the originating site and those at remote sites, shall not exceed twenty-five (25) students per teacher, per class hour in not more than one (1) originating and three (3) remote sites and a maximum of twelve (12) students per site.

### **PREPARATION TIME**

During the first semester or school year that a teacher is assigned to teach via IATV, he/she will be provided additional compensation of \$500. The second year the amount will be increased to \$600 and the third year, \$700.

Teachers are encouraged to develop classes for use in the system.

In the event of a substitute teacher, the building administrator will secure the room immediately following the session.

The building administrator at the remote site will be responsible for students during fire drills, tornado drills, or any situation that requires on-site supervision.

It will be the originating-site building administrator's responsibility to notify the remote sites in event of snow days or other school closures.





Letter of Agreement

As part of the 2012-13 negotiations, the parties agree to the following with respect to the health insurance cap in Appendix A. The parties will on or before May 31, 2013 negotiate smoothing of premium payments in order to determine the amount of the insurance premium each employee will pay for 2013-14. The amounts shall be revised, as needed, due to employee census changes, insurance changes, and premium changes to assure compliance with the Publicly Funded Health Insurance Contribution Act. The board shall not be obligated to pay an amount in excess of that in Appendix A.

  
\_\_\_\_\_  
Swan Valley Schools

2-19-13  
Date

  
\_\_\_\_\_  
Swan Valley Education Association

2-19-13  
Date

