

MASTER CONTRACT

BETWEEN THE

SWARTZ CREEK EDUCATION ASSOCIATION

AND THE

BOARD OF EDUCATION

OF THE

SWARTZ CREEK COMMUNITY SCHOOL

DISTRICT

2018-2022

TABLE OF CONTENTS

| | |
|--|-----------|
| WITNESSETH | 3 |
| ARTICLE I - REPRESENTATION | 4 |
| RECOGNITION | 4 |
| ARTICLE II - MANAGEMENT RIGHTS | 5 |
| ARTICLE III - NEGOTIATION PROCEDURE | 6 |
| NEGOTIATIONS | 6 |
| ARTICLE IV - PROBLEM SOLVING & GRIEVANCE PROCEDURE | 7 |
| DEFINITIONS | 7 |
| PROBLEM SOLVING & GRIEVANCE PROCEDURES | 7 |
| ARTICLE V - ASSOCIATION RIGHTS | 11 |
| TEACHER RIGHTS | 11 |
| RELEASE TIME | 12 |
| ARTICLE VI - REMUNERATION | 15 |
| SALARY | 15 |
| OUTSIDE EXPERIENCE | 15 |
| SALARY ADJUSTMENTS FOR TRAINING AND/OR EXPERIENCE | 15 |
| FRINGE BENEFITS | 17 |
| ARTICLE VII - TEACHING RESPONSIBILITY | 20 |
| 1. TEACHING RESPONSIBILITY | 20 |
| 2. TEACHING LOADS AND ASSIGNMENTS | 22 |
| ARTICLE VIII - PROTECTION | 25 |
| PROTECTION OF THE TEACHERS | 25 |
| ARTICLE IX - ABSENCE | 27 |
| SICK DAYS | 27 |
| INCLEMENT WEATHER | 28 |
| PERSONAL BUSINESS | 28 |
| DETACHED SERVICE LEAVE | 28 |
| BEREAVEMENT LEAVE | 29 |
| MATERNITY, ADOPTION LEAVE OR FMLA | 29 |
| LEAVES OF ABSENCE (All leaves are without pay unless otherwise specified.) | 30 |
| RETURN FROM LEAVE PROCEDURE | 30 |
| SICK LEAVE | 30 |
| ARTICLE X - SENIORITY | 32 |

| | |
|---|-----------|
| ARTICLE XI - MISCELLANEOUS | 33 |
| DURATION OF AGREEMENT | 33 |
| MASTER AGREEMENT PRINT-UP | 33 |
| JOB SHARING | 33 |
| RETRAINING | 34 |
| SPECIAL EDUCATION PROGRAMS, PLACEMENT, AND LEAST RESTRICTIVE ENVIRONMENT. | 35 |
| SECURITY CAMERAS | 35 |
| PROFESSIONAL EDUCATORS PANEL (PEP) | 35 |
| SCHEDULE A – WAGES | 36 |
| SCHEDULE B | 40 |
| SCHEDULE C | 43 |
| SCHEDULE D - CALENDARS AND DAILY SCHEDULE | 45 |
| SCHEDULE E - GRADE CHANGE PROCEDURES | 52 |
| SCHEDULE F - COMPENSATORY TIME | 53 |
| SCHEDULE G - SCHOOL IMPROVEMENT AND PROFESSIONAL DEVELOPMENT | 54 |
| SCHEDULE H - SAVINGS PLANS | 55 |
| SCHEDULE I - DENTAL & VISION | 56 |

CONTRACT

SWARTZ CREEK COMMUNITY SCHOOLS

BOARD OF EDUCATION

SWARTZ CREEK EDUCATION ASSOCIATION

This agreement entered into this 23rd day of February, 2018 by and between the Board of Education of the Swartz Creek Community School District, Swartz Creek, Michigan, hereinafter called the "Board" and the Swartz Creek Education Association, hereinafter called the "Association".

WITNESSETH

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

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

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

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

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to put in writing; In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - REPRESENTATION

RECOGNITION

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

ARTICLE II - MANAGEMENT RIGHTS

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

ARTICLE III - NEGOTIATION PROCEDURE

NEGOTIATIONS

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

ARTICLE IV - PROBLEM SOLVING & GRIEVANCE PROCEDURE

DEFINITIONS

1. A "problem" is herein defined as a matter or situation regarded as unwelcome or harmful and needing to be dealt with and overcome.
2. A "grievance" is herein defined as any problem concerning wages, hours, terms or conditions of employment not satisfactorily solved in so far as the member or the Association is concerned.
3. An "abeyance" is a state of temporary suspension, deferment, or temporary postponement. Matters can be held in abeyance pending further inquiries only if agreed upon by both parties with an abeyance end date. Abeyances may not be longer than 20 school days.
4. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall prevent any employee from presenting a grievance to the employer and to have said grievance adjusted without intervention of the Association if said adjustment is not inconsistent with the terms of the collective bargaining agreement and the Association has been given an opportunity to be present at said adjustment. The grievance procedure, herein outlined, affords the sole and exclusive remedy for complaints and grievances under this Agreement, and the sole method of expression or communication of a view, grievance, complaint, or opinion or any matter related to the conditions or compensation of public employment of their betterment.
5. Prior to Level One of the grievance procedure there should be a personal discussion of the issue or concern between the grievant, the immediate supervisor, and an Association Representative who shall attempt to resolve the problem as simply as possible. This meeting, however, shall not interfere with timely filing of a grievance.

PROBLEM SOLVING & GRIEVANCE PROCEDURES

- A. Nothing contained herein shall be construed to prevent any individual teacher from presenting a problem and having the problem adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given an opportunity to be present at such adjustment.

- B. This article is not intended as a substitute for procedural rights under the Tenure Act. Though not absolutely necessary, it would be both professional and helpful to inform an immediate supervisor or supervisors of your intent to appeal to the next highest official by providing them with a copy of the appeal. The teacher may, if they wish, send a copy of the correspondence to the next highest official, when presenting problems to immediate supervisor.

- C. Any problem must be filed within 30 school days of the occurrence or reasonable knowledge thereof.
 - 1. FIRST STEP - Report the alleged violation to immediate supervisor

 - 2. SECOND STEP - Superintendent or Designate

Beginning with the second step:

- A. The teacher may be represented by at least one and not more than four persons of their choice to assist in obtaining a solution to the problem.

 - B. Any records the teacher and their representative determine to be beneficial to the solution of the problem will be available to the Association except in cases where the teacher himself requests that the records not be given.

 - C. The final answer to the problem at each step will be available for examination by the Association.
 - 1. Teacher appeals decision in writing to next higher official.
 - 2. Superintendent or designate calls all persons together who are concerned with problem and keeps written record.
 - 3. Superintendent or designate considers all the facts and gives his written decision to all concerned within 5 school days after receipt of the problem.
 - 4. The teacher is considered satisfied if no written appeal is lodged within 5 school days after receipt of written decision.
-
- 3. THIRD STEP - Board Level
 - A. Any teacher, group of teachers, or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board or any other provisions of law relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board. The Board hereby designates as its representative for the receipt of such grievances the Superintendent of Schools.

- B. Nothing in this Article is designated to prevent informal contacts between the Administration and the Negotiating Team of the Association in attempts to resolve the grievance.

- C. A "grievance" is herein defined as any problem concerning wages, hours, terms or conditions of employment not satisfactorily solved in so far as the member or the Association is concerned after completion of steps 1 and 2 in the problem solving procedure above.
 - 1. Teacher exercises his right of appeal to the Board through the Association.

 - 2. The appeal is made in writing and explains in detail all aspects of the problem in question. A meeting with the Board will be arranged by the Superintendent and the decision will be limited to facts as presented in written appeal.

 - 3. Within seven (7) calendar days of receipt of the grievance, members of the Board numbering not more than seven (7) shall meet with the Negotiating Team of the Association numbering not more than nine (9) in an effort to resolve the grievance.

 - 4. If the facts are in dispute or additional information is necessary, the affected party or parties or their representative as deemed necessary by either the Board or the Association will be invited to attend a fact-finding meeting.

 - 5. prior to the above final meeting of the grievance committee.

 - 6. Within 15 calendar days after the meeting outlined in Step 3, Paragraph 3, the Board shall pass upon the grievance. Its decision will be made in writing to the Association and to any specific teachers involved.

4. FOURTH STEP – Arbitration

- A. The Association may submit the grievance to arbitration before an impartial arbitrator within 25 calendar days after receipt of a decision of the Board if the decision is not acceptable. If the parties cannot mutually agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, they shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any

evidence not previously disclosed to the other party. The fees and expenses, only of the arbitrator, shall be paid by the losing party. Each party shall assume its own cost of representation.

- B. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation, misapplication, or misinterpretation of the specific articles and sections of this Agreement.
 - 1. They shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - 2. They shall have no power to establish salary scales or change any salary as specified in the Agreement.
 - 3. They shall have no power to rule on the termination of employment or failure to reemploy any teacher to a Schedule B position.
 - 4. They shall have no power to change any practice, policy, or rule of the Board unless such practice, policy or rule is an alleged violation, misinterpretation, or misapplication of the express articles or sections of this Agreement. It is understood that any matter not specifically set forth in the Agreement remains within the reserved rights of the Board.
- C. Both parties agree to be bound by the decision of the arbitrator if the award is within their authority as specified in this Article. It is further agreed that either party may appeal the arbitrator's decision or award to a court of competent jurisdiction or refuse to be bound by said award or decision if the arbitrator has exceeded their authority or if there is evidence of fraud.
- D. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- E. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolved.

ARTICLE V - ASSOCIATION RIGHTS

1. TEACHER RIGHTS

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

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

2. RELEASE TIME

- A. Release time will be granted for NEA and MEA board members. The Board will be reimbursed by the appropriate Association (MEA or NEA) for sub cost or the SCEA may

use Association days. The Board may grant release time for other conferences for the President, negotiating team, or other members of the Association on specific occasions when it is mutually agreed to by the Association and the Board as being necessary and in the best interest of the school district and the Association. The Parties agree that release time shall be used for the benefit of all Bargaining Unit Members, regardless of membership in the Association. NEA/MEA release time shall be capped at 20 days per school year.

- B. The Association President shall be released for the purpose of administering this agreement as follows:
1. If the President is a secondary teacher, the Board will assign them one less class period per day. Their preparation and released time will be scheduled contiguously.
 2. If the President is an elementary teacher, the released time will be provided on the basis of one day per week or any variation of this regular daily schedule mutually satisfactory to all parties.
 3. Any released time as defined in C above, when granted, shall be on a basis which obligates the Association to provide an equal amount of time for such mutually advantageous activities as public relations, civic, and community affairs providing such time can be scheduled by mutual agreement.
 4. The Board will assume the payment of any retirement contributions required to maintain full retirement credits for the released time President or; if said payment is not allowed, the Board will remit a like amount to the Association. (Like amount includes both employer and state contributions)
 5. Alternative compensation or release time may be agreed to by both parties on an annual basis.
- C. All negotiation sessions between the Board and the Association shall be held outside the school day.
- D. Release time for Association business not including negotiations, shall be provided in the amount of one (1) such day for every ten (10) teachers, substitute costs to be paid by the association. Any additional Association days under this formula shall be granted only if the Association assumes the costs of the pay for substitutes involved. These days shall only be used for the benefit of all Bargaining Unit Members, regardless of Association membership.

- E. The parties agree that a teacher appointed to a State or Federal Committee as a consultant directly related to his teaching field shall be granted leave to attend necessary meetings. A teacher attending such meetings agrees to permit a deduction from their salary in an amount equivalent to the pay of their substitute teacher. Beginning June 30, 2016, the Parties agree that only Ten (10) days in total shall be used for this subsection.

- F. Any Association member necessary for the processing of a grievance at arbitration shall be released for any arbitration hearing held during school hours.

ARTICLE VI - REMUNERATION

1. SALARY

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

2. OUTSIDE EXPERIENCE

- A. All teachers employed as of August 21, 2003 may be given credit on the salary schedule for full semesters of actual teaching experience in any public or private school. Teaching experience will be granted at the discretion of the Superintendent.
- B. Said Placement shall not be grievable.
- C. Experience must be performed after issuance of a valid teaching certificate
- D. Military Service may be allowed for up to 3 years for teachers.

3. SALARY ADJUSTMENTS FOR TRAINING AND/OR EXPERIENCE

- A. Teachers who complete additional training and who are eligible for a higher classification on the salary schedule shall give preliminary written notification to the Director of Personnel by October 1 or February 1 of the semester wherein the change is to be applied subject to verification by written college or university transcript. Adjustments at the middle of the year shall reflect only one-half of the annual salary schedule adjustment.
- B. Teachers must have at least a Provisional Certificate to be eligible for any degree column and to reach the B.S. plus 18, B.S. plus 30, or M.A. plus 15 or M.S. plus 30 column, a teacher must complete 18, 30, 15 or 30 semester hours of graduate credit after the date of issuance of the Provisional or Permanent Certificate or the Bachelor's or Master's degree respectively, except that all teachers hired before September 8, 1970, who have entered a B.A. plus 15 semester hours by the second semester of 1972 will be placed on the B.A. plus 18 column.

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

- 1. Courses are at the graduate level.
- 2. Graduate courses in education or graduate courses specifically related to the employee's teaching assignment or as part of a planned program leading to additional teaching, administration or counseling certificate endorsement.

3. Graduate courses completed following employment in the Swartz Creek Community Schools District.
- C. It is the teacher's responsibility to furnish proof of hours completed. Only credits earned after a degree will be counted toward the next bracket on the salary scale. Course work must be accredited by a college or university with state or national accreditation. All contract adjustments will be dependent upon a complete transcript showing date, degree received, and dates of subsequent courses taken.
 - D. Experience credit will be equated to full-time teaching only and documentation of employment will be necessary. Once a teacher has established a valid experience credit, the Board shall automatically advance for experience in subsequent years.
 - E. Full experience credit shall be granted for any semester in which a teacher works 50% + 1 of the scheduled student days.
 - F. Voluntary Deductions
 1. Group insurance for hospitalization and loss of time: deductions are made the second payroll of each month.
 2. Flint Area School Employees Credit Union: deductions are made every payroll. Deduction statements shall be limited to one declaration and two changes--one during each semester.
 3. U.S. Government Bonds.
 4. United Way Contributions.
 5. Teachers' benefit funds.
 6. Other deductions as approved by teacher and administration.
 7. Deferred Annuities
 8. Employee paid tax deferred MPSERS Payments
 - G. Deductions Because of Absence from Work
 1. Any absence not covered in Article IX of this contract or Section II of the Policies, will be deducted at the rate of one/contract days.
 2. The deduction procedure for inclement weather will be followed (Article IX,

Inclement Weather).

4. FRINGE BENEFITS

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

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

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

1. During the open enrollment period, teachers may sign on for health care insurance.
 2. Dental and vision programs and services will be provided to teachers and their eligible dependents by the district. The current benefit options can be found in the Overview of Benefits document which outlines the current level of vision and dental coverage. The association and the administration will maintain an oversight committee to monitor the health care program along with the dental and vision plans as to their overall effectiveness. The district PEP committee will assist in selecting members for the oversight committee. The committee will meet as needed. Any life insurance included in a health care policy will be offset against the life insurance included in the group life insurance policy.
- B. Teachers not electing health insurance coverage under Section A above shall be eligible to receive \$3,500.00 per year paid in monthly installments of \$291.68 cash in lieu of health, with payments beginning in October of each school year spread over 24 pays. Payments will cease upon resignation or termination.
- C. Full payment of \$45,000 AD & D convertible group term life insurance, with waiver of premium, on all teachers.
- D. Long Term Disability

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

1. 66 2/3% of annual salary with a monthly maximum benefit of \$5000. Basic monthly wages to be annual contract salary divided by 12.
2. Waiting period of 90 calendar days or accumulated sick leave, whichever is greater, before receiving LTD benefits.

- a. For members who qualify and are approved for LTD benefit, and have not accumulated the number of sick days necessary to bridge the 90 calendar day waiting period, a sick day donation may take place with the following conditions:
 - i. The District will provide the SCEA with the number of sick days required for the member to bridge the 90 day period.
 - ii. The SCEA will be responsible for soliciting days for donation from members.
 - iii. The SCEA will provide administration with a list of members donating, the numbers of days each are donating, and the order in which they are to be applied toward the needed number of days by the member qualified for LTD.
 1. If a surplus of days are donated, the SCEA will use a blind draw to select which days will be used. Surplus donations will be returned to the donating member.
 - a. Example: A ticket with the donating person's name will be created for each day donated (a person donating 10 days would have 10 tickets). Then the SCEA President will draw out the total number of tickets/days necessary in order to fulfill the request.
 2. If the member who is qualified for LTD does not use all of the donated days for any reason, the unused days will be returned to the donating members.
 - iv. The SCEA will have two weeks from the date of notification by the district to provide the list of donating members and number of days donated.
 - v. Once the district receives the list of donated sick days of the members from the SCEA, the donation becomes permanent and days may not be reclaimed by the donating members, except as provided above.
3. Maximum income period in conformance with current federal rules on age discrimination.
4. Disability benefit offsets:
 - a. Family social security disability benefits
 - b. Workers' Compensation
 - c. Other group disability plans
 - d. Michigan Public Teachers Retirement Act
5. Integration with Social Security to be frozen at the level of benefits which exists at date of disability.
6. Pre-existing conditions to be covered without restriction.
7. Mental and nervous disorders to be covered without restrictions in or out of the hospital, the same as any other disability.

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

E. Requested Leave

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

F. Childcare Subsidy

1. SCEA members who have their children enrolled in before or after-school care within Swartz Creek Community Schools will receive a 75% subsidy on their before and after-school care payments. The association member will pay 25% of the cost, while the district will cover 75% through a fee reduction.

ARTICLE VII - TEACHING RESPONSIBILITY

1. TEACHING RESPONSIBILITY

A. Work Day

1. Each employee shall be responsible to work the following hours required to accomplish their total teaching assignment, inclusive of being at their assigned area at the official beginning of each work day.
2. The employee work day will consist of those hours as depicted on Schedule D of this contract.
3. Employee shall be in their place of assignment according to their time as depicted on Schedule D.
4. Lunch periods will be scheduled by the administration. Each teacher is entitled to a duty-free lunch period. The Association recognizes that because of particular differences in each building that the duty-free lunch period may vary in time of scheduling. In no event shall the lunch period be less than (30) minutes.
5. Teachers at all levels will receive a conference period for purposes enumerated below in six (6). The high school and middle school teacher schedule shall not consist of more than six (6) teaching periods, one (1) conference period, and one (1) advisory (Dragon Hour) in any one day. Elementary teachers will receive no less than five (5) conference periods per week.
6. Teachers recognize the conference period as part of their regular working day. This time shall be used for professional responsibilities which shall include by way of illustration and not by limitation, such as:
 - a. Lesson plan and preparation
 - b. Correction of examinations or papers
 - c. Conference with students and parents
 - d. Conferences with building principal or other auxiliary school personnel
 - e. Consultation during this time unless given permission to leave the building by immediate supervisor.
7. The Association recognizes that the work day extends beyond the times when teachers are working directly with students. The time a teacher is required to report before or after school (according to Schedule D) can be used for:
 - a. Planning time and preparation
 - b. Student help or tutoring
 - c. Professional learning sessions
 - d. Staff meetings
 - e. Collaborative team meetings

- f. Meetings with parents
- g. Other appropriate school-related work approved by the building administrator.
 - i. Teachers will not be required by the district to supervise student activities, clubs, or arrival and dismissal during this time.
 - ii. SCEA members who coach or supervise school-sponsored student activities after-school hours within the district, may supervise their activities within their teacher report times as long as there is not a scheduled meeting or professional learning activity.
 - iii. Teachers will not be required by the district to run academic intervention programs with students, but teachers are encouraged to utilize the time outside of the student day to support the learning needs of their students.
 - iv. Any mandatory meetings scheduled at the building level will be given at least one (1) week notice. The exception would be any meetings needed to be held on an emergency basis.

8. Elementary teachers will not be required to count lunch and milk money.

B. Teacher Accountability

1. The teacher shall accept a professional responsibility for the education of those children assigned to them.
2. The teacher shall prepare and present to the students under charge such instruction as shall be appropriate in accordance with grade or ability level and subject area.
3. The teacher shall refer students with special problems to appropriate special personnel through established channels.
4. The teacher shall keep accurate records of attendance and achievement.
5. The teacher shall make periodic reports of pupil progress.
6. The teacher shall pay due regard to physical conditions affecting pupil progress and report such conditions as interfere with learning.
7. Teachers shall use good judgment in safeguarding school materials, equipment, and facilities assigned to them and will make reasonable efforts to conserve on teaching supplies related to the classroom.
8. There will be no mandatory staff or professional meetings scheduled outside of the teacher report and end times depicted in Schedule D.
9. Teachers shall use good judgment in the supervision of students during the entire school day. This includes activities in all school areas, such as, cafeterias, halls, lavatories, playgrounds, assemblies, and other places where students may congregate and be observed by said teacher during the normal school day. Teachers will encourage good housekeeping practices in the halls, respective classrooms, and their lounge.

- C. Bargaining unit members will not be expected to perform any unusual school health duties related to the medical condition of a student. To assist a student needing medical attention, volunteers may be solicited from the teaching staff. If this responsibility is assumed by a volunteer, training will be provided.

2. TEACHING LOADS AND ASSIGNMENTS

A. Class Load

The normal weekly teaching load for teachers shall not exceed 27 hours and 55 minutes of teaching or supervision periods, and five conference periods. For elementary teachers, all student scheduled time for specials or elective courses shall be assigned as teacher conference and/or preparation time.

B. Class Size

1. The board recognizes the importance of maintaining reasonable class sizes for the most effective learning environments. The district will strive to keep class sizes at an equal level and, if increases prove necessary, to make pupil assignments on an equitable basis. The district administration will make every possible effort to maintain the following class size ranges:

| Grade Level & Classroom | Ideal Class Size | Suggested Maximum |
|---|-------------------------|--|
| Pre - K & Kindergarten | 22 | 26 |
| Elementary School Grades (Grades 1, 2,3,4,and 5) | 25 | 30 |
| Special Education | | Not to exceed state recommended maximum |
| Middle School (Grades 6, 7, 8) | 25 | 32 |
| High School (Grades 9, 10, 11, 12) | 25 | 33 |
| Secondary Physical Education | 30 | 40 |
| Secondary Band & Choir | 35 | 60 |
| All other secondary courses not mentioned above | 25 | 33 |

2. The Board agrees to make a reasonable effort to distribute equally the number of pupils in each grade within the same building. The Board shall make every effort to distribute both retained and special education students in the most equitable manner so that teachers do not end up with a disproportionate number within the same classroom.
3. Teaching a Split-Grade Class

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

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

C. Compensation for Students Above the Suggested Class Maximums

1. In the event that a teacher is assigned a student above the “suggested maximum” (3rd column in chart above) number of students, the teacher will be paid additional compensation:
 - A. Elementary teachers who are assigned to classes which exceed the suggested maximum of twenty-six (26) in Kindergarten and thirty (30) in grades 1-5 shall receive an additional payment of \$250 per student, per semester as of the 4th Friday of each semester.
 - B. Middle School and High School teachers who are assigned to classes which exceed the suggested maximums from above shall be paid \$50.00 per section, per student, per semester, as of the 4th Friday of each semester.

D. Regular Sustained Teaching During Preparation Period

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

1. Any teachers interested in teaching during their preparation period must notify the Superintendent or Designee and the SCEA President in writing by the last day of school for the next school year. If a 6/5 opportunity presents itself in the school year for that current year then that opportunity must be presented to all teaching staff who have the correct certification in that building. Administration has the right to select from the interested teachers for that assignment.
2. Teachers who teach an additional class shall be paid according to the following schedule:

Elementary – Prorated according to the additional portion of the day taught.

Middle/High School – One-sixth (1/6) per full year; one-twelfth (1/12) per semester of his/her salary exclusive of longevity.

- E. Counselors, Social Workers, and Teacher Consultants will work the regular contract year. If assigned additional time, they will be paid additional at their regular rate.

ARTICLE VIII - PROTECTION

1. PROTECTION OF THE TEACHERS

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

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

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

- E. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board, therefore, agrees to keep the schools reasonably and properly equipped and maintained.
- F. Nothing in this article shall be construed as relieving the teacher of their responsibility for communicating and enforcing the policies regarding students as determined by the Board and published in the student handbook.
- G. Teachers shall not be required to work under conditions which are hazardous or unsafe. This excludes all normal school or teaching situations. Investigation shall be made of alleged health or safety hazards.
- H. Personal materials and equipment used in the classroom by teachers which is damaged or destroyed because of fire, wind, rain or other physical plant problems will be replaced or paid for by the Board.
- I. Student classroom assignments are made by the building principals. Students will be assigned to classes in such a manner as to equalize the ratio of boys and girls, retained and special education students and academic abilities. Parent requests will be taken under consideration if submitted in writing. This section will be applied in accordance with state and federal law.

ARTICLE IX - ABSENCE

1. SICK DAYS

- A. Each regular employee shall be granted sick days annually as follows, with unlimited accumulation:
1. 12 days for full-time bargaining unit members
 2. Sick days for teachers who work less than full-time will be prorated.
 3. Sick days are to be used in no less than ½ day increments except when authorized by the building principal.
- B. Accrued sick days shall be credited to each employee on July 1 of each year or on the first day of employment for those working as bargaining unit members, and the new year's total allowance will be added at the beginning of the school year. If death occurs to a teacher while on active duty, payment will be made to the estate of the teacher for all of the teacher's unused accumulated sick days at the regular deduction rate of one/contract days.
- C. The total unused portion of the annual sick day allowance shall be permitted to accumulate without limit.
- D. Accumulated sick days shall be used only for personal illness, physical disability, death in immediate family, illness in immediate family, doctor or dentist appointments where illness is cause of appointment, except in extreme hardship cases. Exceptions shall require approval of the Superintendent.
- E. After the tenth working day of personal illness absence, a doctor's written statement shall be presented to the immediate supervisor. Such a statement should indicate the estimated duration of the illness. Upon the teacher's return to work after an illness of more than ten (10) working days duration, a statement shall be submitted from the doctor certifying that the teacher is capable of returning to work.

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

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

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

2. INCLEMENT WEATHER

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

3. PERSONAL BUSINESS

- A. Four (4) days of the above sick days may be used for personal business with notification of absence only. These four days may accrue as sick days if not used on personal business but will not accrue as personal business days. No paid personal business day can be taken the day before or the day after school is closed for a holiday without approval of the principal.
- B. Additional personal business days to those included above (Paragraph A) shall be without pay. Deduction shall be at a rate of 1/contract days. Except in cases of unforeseen circumstances, any use of this paragraph in excess of 5 consecutive school days shall require approval by the Superintendent. Days used under this section may

not be used in conjunction with personal business days under Section A above. Exceptions may be granted at the discretion of the Superintendent.

- C. Bargaining unit members will be granted four (4) hours of flex time each school year to be used during the extended teacher work day when no substitute is needed. These hours will be scheduled in consultation with the building principal and should be scheduled one (1) week in advance, with the exception being emergency situations. In the event of an emergency, the building principal should be notified of the sudden need for using a flex hour.

4. DETACHED SERVICE LEAVE

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

5. BEREAVEMENT LEAVE

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

6. MATERNITY, ADOPTION LEAVE OR FMLA

- A. The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees of covered employers with unpaid, job-protected leave for specified family and medical reasons. Eligible employees may take up to 12 work weeks of leave in a 12-month period for one or more of the following reasons:
1. The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care, and to bond with the newborn or newly-placed child;
 2. To care for a spouse, son, daughter, or parent who has a serious health condition, including incapacity due to pregnancy and for prenatal medical care;
 3. For a serious health condition that makes the employee unable to perform the essential functions of his or her job, including incapacity due to pregnancy and for prenatal medical care; or
 4. For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.
- B. Leave for prenatal and/or postnatal child rearing or situation of adoption shall be granted upon request. Application for such leave must be made in writing with a reasonable period of notice. The date of the beginning and ending of such leave shall be scheduled to make only one interruption during the school year. All other leave of absence provisions apply to this category.
- C. Family Medical Leave Act "FMLA" request will be granted within the framework of the law. It is the responsibility of the employee to file said request in a timely manner.

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

- A. All requests for leaves of absence by teachers must be in writing and filed at the human resources office.
- B. Leaves of absence must be approved by the Board for teachers to maintain tenure status with the school system. The Board grants leaves for study, maternity, health, and detached service. Leaves will be considered on an individual basis. Leaves of absence will be granted only after completion of tenure probationary service requirements with the Swartz Creek Community Schools.
- C. A leave of absence shall not serve to terminate continuing tenure.

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

8. RETURN FROM LEAVE PROCEDURE

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

9. SICK LEAVE

- A. When a teacher has used all of their accumulated sick days, they shall be placed on unpaid sick leave (subject to insurance coverage) until they are medically qualified to return to work.
- B. Fringe benefits for the teacher shall be paid by the Board through August of the current school year.
- C. A teacher placed on sick leave shall accrue seniority during said leave. The teacher is covered by staff reduction article.

- D. Teachers returning from sick leave during the school year shall give advance notice to the human resources office when able to return to work.
- E. Teachers on sick leave beyond the current school year shall follow the return from leave procedure.

ARTICLE X - SENIORITY

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

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

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

ARTICLE XI - MISCELLANEOUS

1. DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 2018 and shall continue in effect until the 30th day of June 2022. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. No teacher covered by the terms of this agreement will be penalized, threatened, punished, or demoted because of any participation in collective bargaining activities.

2. MASTER AGREEMENT PRINT-UP

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

3. JOB SHARING

- A. Job sharing shall mean the occupation of a single staff position by two (2) individuals with each assignment being at least forty percent (40%).
- B. Employment conditions for participants in the Job Sharing program with the Swartz Creek Community Schools are as follows.
 - 1. The Job Sharing Agreement will be for the contractual year. In order to continue in the program for the following year, the employee shall reapply and the request will be honored if possible.
 - 2. The employee reserves the right to return to full-time service the following year. Said return shall be to an open position if available.
 - 3. Daily work schedules shall be determined jointly between the job sharing participants, the administration and the Association. Job Sharing participants shall discuss and come to agreement on the following with their principals prior to the start of the Job Sharing assignment:

- Parent-Teacher Conferences
- Grade/Department Meetings
- Staff Meetings
- Professional Development
- Half-Days

Communication with immediate supervisor and process to be used
Mutual Planning Time / Individual Planning Time
Curriculum Responsibilities
Grading Procedures

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

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

4. RETRAINING

A. Identification of Critical Need Areas:

Prior to May 1, of each year, three (3) representatives of the Board and three (3) representatives of the Association shall meet and identify areas of critical need. These shall be areas in which the number of certified teachers is presently below or is projected to be below the requirements of the District.

B. Retraining Incentives:

Teachers wishing to retrain in areas identified by the Critical Needs Committee shall file a letter with the Superintendent or his designee requesting consideration and approval for retraining. The following factors will be considered when approving retraining requests:

The number of credits already earned toward certification.

Presentation of a planned program toward certification.

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

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

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

5. SPECIAL EDUCATION PROGRAMS, PLACEMENT, AND LEAST RESTRICTIVE ENVIRONMENT.

The Board and the Association agree to follow all guidelines, requirements, procedures, and state and federal laws set forth by IDEA, Section 504 Programs, or any other special programs for students in special populations.

6. SECURITY CAMERAS

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

7. PROFESSIONAL EDUCATORS PANEL (PEP)

- A. The Board and the Association support the concept of Collaborative Negotiations and will work as a team to resolve mutual concerns and problems.
- B. In order to facilitate communications between the Board and the Association, a Professional Educators Panel (PEP) comprised of Negotiating representatives from the Association and the Board will meet on a monthly basis to discuss topics (i.e., staffing, curriculum council membership) and resolve issues and problems. Agendas will be pre-approved no later than the Friday before the PEP meeting by the SCEA President and Assistant Superintendent or their designee.
- C. Employees, Immediate Supervisors/Administrators, and Association representatives are expected to share their problems and concerns at the program/building level or with the appropriate administrator so that the problem or concern can be researched,

discussed and resolved at the lowest possible level.

- D. Problems and concerns that cannot be resolved at the program/building level or that may more appropriately be taken initially at the Professional Educators Panel (PEP) may be referred to PEP by an employee, the Association, a Supervisor, or the Board.
- E. Nothing in this Article shall be construed to prevent the employee or the Association from filing a grievance, or to prevent either party from making a negotiations proposal.

SCHEDULE A – WAGES

| 2018-19 SALARY SCHEDULE | | | | | |
|--------------------------------|--------|--------|----------|--------|--------|
| | BA | BA+18 | BA+30/MA | MA+15 | MA+30 |
| 0 | 39,044 | 41,088 | 0 | 0 | 0 |
| 0.5 | 40,064 | 42,167 | 0 | 0 | 0 |
| 1 | 41,088 | 43,241 | 45,505 | 0 | 0 |
| 1.5 | 42,167 | 44,374 | 46,699 | 0 | 0 |
| 2 | 43,241 | 45,505 | 47,892 | 50,400 | 53,042 |
| 2.5 | 44,374 | 46,699 | 49,146 | 51,721 | 54,430 |
| 3 | 45,505 | 47,892 | 50,400 | 53,042 | 55,821 |
| 3.5 | 46,699 | 49,146 | 51,721 | 54,430 | 57,284 |
| 4 | 47,892 | 50,400 | 53,042 | 55,821 | 58,746 |
| 4.5 | 49,146 | 51,721 | 54,430 | 57,284 | 60,285 |
| 5 | 50,400 | 53,042 | 55,821 | 58,746 | 61,822 |
| 5.5 | 51,721 | 54,430 | 57,284 | 60,285 | 63,444 |
| 6 | 53,042 | 55,821 | 58,746 | 61,822 | 65,062 |
| 6.5 | 54,430 | 57,284 | 60,285 | 63,444 | 66,767 |
| 7 | 55,821 | 58,746 | 61,822 | 65,062 | 68,475 |
| 7.5 | 57,284 | 60,285 | 63,444 | 66,767 | 70,266 |
| 8 | 58,746 | 61,822 | 65,062 | 68,475 | 72,060 |
| 8.5 | 0 | 63,444 | 66,767 | 70,266 | 73,952 |
| 9 | 0 | 65,062 | 68,475 | 72,060 | 75,836 |
| 9.5 | 0 | 66,753 | 70,255 | 73,936 | 77,810 |

2019-20 SALARY SCHEDULE

| | BA | BA+18 | BA+30/MA | MA+15 | MA+30 |
|-----|--------|--------|----------|--------|--------|
| 0 | 39,434 | 41,499 | 0 | 0 | 0 |
| 0.5 | 40,464 | 42,588 | 0 | 0 | 0 |
| 1 | 41,499 | 43,673 | 45,960 | 0 | 0 |
| 1.5 | 42,588 | 44,818 | 47,166 | 0 | 0 |
| 2 | 43,673 | 45,960 | 48,371 | 50,904 | 53,572 |
| 2.5 | 44,818 | 47,166 | 49,637 | 52,238 | 54,975 |
| 3 | 45,960 | 48,371 | 50,904 | 53,572 | 56,379 |
| 3.5 | 47,166 | 49,637 | 52,238 | 54,975 | 57,857 |
| 4 | 48,371 | 50,904 | 53,572 | 56,379 | 59,333 |
| 4.5 | 49,637 | 52,238 | 54,975 | 57,857 | 60,888 |
| 5 | 50,904 | 53,572 | 56,379 | 59,333 | 62,440 |
| 5.5 | 52,238 | 54,975 | 57,857 | 60,888 | 64,078 |
| 6 | 53,572 | 56,379 | 59,333 | 62,440 | 65,712 |
| 6.5 | 54,975 | 57,857 | 60,888 | 64,078 | 67,435 |
| 7 | 56,379 | 59,333 | 62,440 | 65,712 | 69,159 |
| 7.5 | 57,857 | 60,888 | 64,078 | 67,435 | 70,968 |
| 8 | 59,333 | 62,440 | 65,712 | 69,159 | 72,781 |
| 8.5 | 0 | 64,078 | 67,435 | 70,968 | 74,692 |
| 9 | 0 | 65,712 | 69,159 | 72,781 | 76,594 |
| 9.5 | 0 | 67,420 | 70,957 | 74,675 | 78,588 |

2020-21 SALARY SCHEDULE

| | BA | BA+18 | BA+30/MA | MA+15 | MA+30 |
|-----|--------|--------|----------|--------|--------|
| 0 | 39,828 | 41,914 | 0 | 0 | 0 |
| 0.5 | 40,869 | 43,014 | 0 | 0 | 0 |
| 1 | 41,914 | 44,110 | 46,420 | 0 | 0 |
| 1.5 | 43,014 | 45,266 | 47,637 | 0 | 0 |
| 2 | 44,110 | 46,420 | 48,855 | 51,413 | 54,108 |
| 2.5 | 45,266 | 47,637 | 50,133 | 52,761 | 55,524 |
| 3 | 46,420 | 48,855 | 51,413 | 54,108 | 56,943 |
| 3.5 | 47,637 | 50,133 | 52,761 | 55,524 | 58,436 |
| 4 | 48,855 | 51,413 | 54,108 | 56,943 | 59,927 |
| 4.5 | 50,133 | 52,761 | 55,524 | 58,436 | 61,497 |
| 5 | 51,413 | 54,108 | 56,943 | 59,927 | 63,065 |
| 5.5 | 52,761 | 55,524 | 58,436 | 61,497 | 64,719 |
| 6 | 54,108 | 56,943 | 59,927 | 63,065 | 66,369 |
| 6.5 | 55,524 | 58,436 | 61,497 | 64,719 | 68,109 |
| 7 | 56,943 | 59,927 | 63,065 | 66,369 | 69,851 |
| 7.5 | 58,436 | 61,497 | 64,719 | 68,109 | 71,678 |
| 8 | 59,927 | 63,065 | 66,369 | 69,851 | 73,508 |
| 8.5 | 0 | 64,719 | 68,109 | 71,678 | 75,438 |
| 9 | 0 | 66,369 | 69,851 | 73,508 | 77,360 |
| 9.5 | 0 | 68,095 | 71,667 | 75,422 | 79,374 |

A \$250 off schedule payment in 2020-21 will be paid on the first pay in December 2020.

2021-22 Teacher Salary Schedule

Triggers

- A 130+ student loss from the State of Michigan Certified February 2018 student count through the State of Michigan Certified February 2021 student count will result in a 0% increase from the 2020-21 salary schedule to the 2021-22 salary schedule.
- A 50-129 student loss from the State of Michigan Certified February 2018 student count through the State of Michigan Certified February 2021 student count will result in a 1% increase from the 2020-21 salary schedule to the 2021-22 salary schedule.
- A 0-49 student loss from the State of Michigan Certified February 2018 student count through the State of Michigan Certified February 2021 student count will result in a 2% increase from the 2020-21 salary schedule to the 2021-22 salary schedule.
- A student growth of 1 or more from the State of Michigan Certified February 2018 student count through the State of Michigan Certified February 2021 student count will result in a 3% increase from the 2020-21 salary schedule to the 2021-22 salary schedule.

Scheduled Pay Dates

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

SCHEDULE B

| Position | Amount |
|---|---------------|
| <u>Football</u> <small>Group 1</small> | |
| High School Head | \$5,000 |
| High School Assistant | \$3,000 |
| JV/Freshman | \$3,000 |
| JV/Freshman Assistant | \$2,500 |
| Middle School | \$1,500 |
| <u>Basketball</u> <small>Group 2</small> | |
| High School Head | \$5,000 |
| High School Assistant | \$2,500 |
| JV | \$3,000 |
| Freshman | \$2,500 |
| Middle School | \$1,500 |
| <u>Baseball, Softball, Wrestling, Volleyball, Hockey, Track, Swimming, Soccer, Lacrosse</u> <small>Group 3</small> | |
| High School Head | \$4,000 |
| High School Assistant | \$2,500 |
| JV/Freshman | \$2,500 |
| Middle School | \$1,500 |
| <u>Cross Country, Golf, Tennis</u> <small>Group 3</small> | |
| High School Head | \$3,000 |
| High School Assistant | \$1,500 |
| JV/Freshman | \$2,500 |
| Middle School | \$1,500 |
| <u>Bowling, Cheerleading</u> <small>Group 4</small> | |
| High School Head | \$2,500 |
| JV/Freshman | \$1,500 |
| <u>Poms</u> <small>Group 4</small> | |
| High School | \$1,500 |
| Middle School | \$1,000 |

| | |
|---|---------|
| Archery ^{Group 4} | |
| Head Coach | \$1,000 |
| | |
| Physical Conditioning ^{Group 5} | |
| Fall/Winter/Spring/Summer | \$5,000 |
| | |
| <u>Class Sponsor</u> | |
| Senior | \$500 |
| Junior | \$500 |
| Sophomore | \$250 |
| Freshman | \$250 |
| | |
| <u>Debate/Forensics</u> | |
| Varsity | \$1,500 |
| | |
| <u>Drama</u> ^{Group 3} | |
| Production Director (per show) | \$1,500 |
| Set Builder (per show) | \$1,000 |
| Middle School (per show) | \$1,500 |
| | |
| <u>Quiz Bowl, Science Olympiad, Student Council, Yearbook, NHS</u> | |
| High School | \$1,500 |
| Middle School | \$1,500 |
| | |
| <u>Band/Music</u> ^{Group 3} | |
| High School Band Director | \$5,000 |
| High School Vocal Music Director | \$5,000 |
| Middle School Band Director | \$1,500 |
| | |
| <u>Peer Counseling</u> | |
| High School | \$2,000 |
| | |
| <u>Mock Trial</u> | |
| High School | \$1,500 |
| | |
| <u>Odyssey of the Mind</u> | |
| Middle School | \$1,000 |
| Elementary School | \$1,000 |
| | |
| <u>Intramurals</u> | |
| Middle School | \$1,500 |

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

Head Varsity Level Longevity Additional Compensation

| Group | Year 3 | Year 6 | Year 9 |
|--------------|---------------|---------------|---------------|
| 1 | \$1,000 | \$1,000 | \$1,500 |
| 2 | \$700 | \$700 | \$1,000 |
| 3 | \$400 | \$400 | \$600 |
| 4 | \$250 | \$250 | \$400 |

Sub Varsity and Assistant Level Longevity Additional Compensation

| Group | Year 3 | Year 6 | Year 9 |
|--------------|---------------|---------------|---------------|
| 5 | \$150 | \$250 | \$350 |

SCHEDULE C

1. Pay for substituting during conference hour will be at the rate of .063% of BA-0 step per period. Elementary teachers substituting during regularly scheduled sections of specials or elective courses qualify on a proportional basis.
2. Summer School pay will be at the rate of .063% of BA-0 step per hour.
3. One and one-half percent (1-1/2%) of the top step of a teacher's appropriate salary column shall be paid over schedule to each teacher starting with the completion of 15 years at Swartz Creek. An additional 1-1/2% will be paid for each additional 5 years of service at Swartz Creek. Teachers will receive credit for the 1982-83 school year for the purpose of longevity credit.
4. Department Specialist:
 - a. Any department at the High School or Middle School, that has the equivalent of five (5) or more full time teaching positions shall have a department specialist. Departments will recommend, to the principal, a department specialist from among its members. The principal may reject the recommendation of the department if a credible reason can be established. If the department recommendation is rejected, the principal shall request a new recommendation.
 - b. Duties:
 1. The department specialist shall assist in orientation of new teachers in the department, with the curriculum, and methods of teaching.
 2. The department specialist shall recommend building level curriculum changes and assist in their implementation including textbooks and equipment.
 3. The department specialist shall communicate between the principal and the department staff.
 4. The department specialist shall not be considered a supervisory employee.
 5. The department specialist shall assist in the development of the department budget.
 - c. Compensation – Any teacher selected as department specialist of a department having five or more members, shall be compensated at 4.2% of the BA-0 Step per the SCEA/Board of Education Agreement.
 - d. Department Specialist shall be in place by September 30th of each school year.
5. Retirement Incentive:
 - a. Upon retirement each teacher shall receive payment for unused sick days at the rate of \$50.00 per day to a maximum of 200 days.

- b. Upon retirement each teacher shall receive a lump sum payment of \$3,000.
- c. In the last pay of June the board will pay employees a \$500 early notification bonus when teachers retiring in June of that year notify the Personnel Office in writing by March 30th of their intent to retire.
- d. In order to qualify for the benefits in "a", "b", and "c" above, the following conditions must be met:
 - 1. The teacher must have at least ten years' experience in Swartz Creek.
 - 2. The teacher must be at least 55 years of age or eligible for retirement benefits under the Michigan Public School Employee Retirement System.

SCHEDULE D - CALENDARS AND DAILY SCHEDULE

OPEN HOUSE DATES & TIMES (To Be Determined by Calendar)

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

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

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

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

2018-2019 School Calendar

180 Student Days / 183 MS/HS Teacher Days / 183.5 Elem. Teacher Days

| Date | Day | Note |
|----------|-----------|--|
| 8/27/18 | Monday | Teacher PD / Elementary Open Houses |
| 8/28/18 | Tuesday | First Day of School (K-12 ½ day p.m.)/ Middle School Open House |
| 8/31/18 | Friday | No School |
| 9/03/18 | Monday | No School – Labor Day |
| 9/04/18 | Tuesday | High School Open House |
| 10/09/18 | Tuesday | Elementary School P/T Conferences (full day for students) |
| 10/11/18 | Thursday | Elementary School P/T Conferences 1-3:30 & 5-7 (½ day for K-5 students) |
| 10/12/18 | Friday | No School K-5 |
| 11/02/18 | Friday | End of 1 st Marking Period (½ day for K-8 students) |
| 11/05/18 | Monday | HS P/T Conferences 3-6 (full day for students) |
| 11/06/18 | Tuesday | MS P/T Conferences 4-7 (full day for students) |
| 11/07/18 | Wednesday | HS P/T Conferences 5-8 (full day for students) |
| 11/08/18 | Thursday | MS P/T Conferences 12:30-2 & 4-7 (½ day for 6-8 students) |
| 11/09/18 | Friday | No School 6-12 |
| 11/21/18 | Wednesday | Thanksgiving Break - No School K-12 |
| 11/22/18 | Thursday | Thanksgiving Break - No School K-12 |
| 11/23/18 | Friday | Thanksgiving Break - No School K-12 |
| 12/21/18 | Friday | Winter Break begins at the end of the day (full day of school) |
| 1/02/19 | Wednesday | School Resumes |
| 1/16/19 | Wednesday | ½ day for 9-12 for exams |
| 1/17/19 | Thursday | ½ day for 9-12 for exams |
| 1/18/19 | Friday | End of the 1 st Semester (½ day K-12) |
| 1/21/19 | Monday | MLK Day – No School |
| 2/07/19 | Thursday | Elementary School P/T Conferences 1-3:30 & 5-7 (½ day for K-5 students) |
| 2/15/19 | Friday | No School K-12 |
| 2/18/ 19 | Monday | President's Day - No School K-12 |
| 3/22/19 | Friday | End of 3 rd Marking Period (½ Day K-8, Spring break begins at the end of the day) |
| 4/01/19 | Monday | School Resumes |
| 4/19/19 | Friday | Good Friday – No School K-12 |
| 5/27/19 | Monday | Memorial Day – No School K-12 |
| 5/31/19 | Friday | Teacher PD – No School K-12 |
| 6/05/19 | Wednesday | ½ day for 6-12 for exams |
| 6/06/19 | Thursday | ½ day for 6-12 for exams |
| 6/07/19 | Friday | Last Day of School (½ day K-12) |

Wednesdays during the school year (occurring as a school day) would include a PD hour after school during report time for 6-12, and before school during report time for K-5. (Excluding 10/10/18, 11/7/18, 1/16/19, and 6/05/19)

2019-2020 School Calendar

180 Student Days / 183 MS/HS Teacher Days / 183.5 Elem. Teacher Days

| Date | Day | Note |
|----------|-----------|--|
| 8/26/19 | Monday | Teacher PD / Elementary Open Houses |
| 8/27/19 | Tuesday | First Day of School (K-12 ½ day p.m.)/SCMS Open House |
| 8/30/19 | Friday | No School |
| 9/02/19 | Monday | No School – Labor Day |
| 9/03/19 | Tuesday | SCHS Open House |
| 10/08/19 | Tuesday | Elementary School P/T Conferences (full day for students) |
| 10/10/19 | Thursday | Elementary School P/T Conferences 1-3:30 & 5-7 (½ day for K-5 students) |
| 10/11/19 | Friday | No School K-5 |
| 11/01/19 | Friday | End of 1 st Marking Period (½ day for K-8 students) |
| 11/04/19 | Monday | HS P/T Conferences 3-6 (full day for students) |
| 11/05/19 | Tuesday | MS P/T Conferences 4-7 (full day for students) |
| 11/06/19 | Wednesday | HS P/T Conferences 5-8 (full day for students) |
| 11/07/19 | Thursday | MS P/T Conferences 12:30-2 & 4-7 (½ day for 6-8 students) |
| 11/08/19 | Friday | No School 6-12 |
| 11/27/19 | Wednesday | Thanksgiving Break - No School K-12 |
| 11/28/19 | Thursday | Thanksgiving Break - No School K-12 |
| 11/29/19 | Friday | Thanksgiving Break - No School K-12 |
| 12/20/19 | Friday | Winter Break begins at the end of the day (full day of school) |
| 1/06/20 | Monday | School Resumes |
| 1/20/20 | Monday | MLK Day – No School |
| 1/22/20 | Wednesday | ½ day for 9-12 for exams |
| 1/23/20 | Thursday | ½ day for 9-12 for exams |
| 1/24/20 | Friday | End of the 1 st Semester (½ day K-12) |
| 2/06/20 | Thursday | Elementary School P/T Conferences 1-3:30 & 5-7 (½ day for K-5 students) |
| 2/14/20 | Friday | No School K-12 |
| 2/17/20 | Monday | President's Day - No School K-12 |
| 3/27/20 | Friday | End of 3 rd Marking Period (½ Day K-8, Spring break begins at the end of the day) |
| 4/06/20 | Monday | School Resumes |
| 4/10/20 | Friday | Good Friday – No School K-12 |
| 5/25/20 | Monday | Memorial Day – No School K-12 |
| 5/29/20 | Friday | Teacher PD – No School K-12 |
| 6/08/20 | Monday | ½ day for 6-12 for exams |
| 6/09/20 | Tuesday | ½ day for 6-12 for exams |
| 6/10/20 | Wednesday | Last Day of School (½ day K-12) |

Wednesdays during the school year (occurring as a school day) would include a PD hour after school during report time for 6-12, and before school during report time for K-5. (Excluding 10/09/19, 11/6/19, 1/22/20, and 6/03/20)

2020-21 & 2021-22 School Calendars

Calendars 2020-2021 & 2021-2022 will have a minimum of 180 student days and 183 MS/HS Teacher Days / 183.5 Elem. Teacher Days. Days and hours of instruction shall meet the law and pupil accounting standards. The 2020-2021 & 2021-2022 calendars shall be determined by the SCCS Board of Education and the SCEA calendar teams through the normal negotiations process. The 2020-2021 & 2021-2022 calendars shall be finalized no later than January 1, 2020.

HIGH SCHOOL SCHEDULE

Teacher Report Time (Monday-Thursday): START - 7:20 A.M. END - 3:20 P.M.
Teacher Report Time (Friday)* START - 7:20 A.M. END - 2:35 P.M.

*Teachers will also report at their Friday report time during open house days, and any day that is not a Friday that falls immediately before a holiday. For the day after parent parent-teacher conferences the report time will be the Friday report time.

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

High School First Day Schedule (no change)

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

High School ½ day
7:30 A.M.- 10:41 A.M.

Professional Development
8:00 A.M.- 3:00 P.M.

The high school hourly schedules are subject to change based on student, community, and building needs. The decision to make an adjustment to the hourly student schedule rests solely with district administration, and any change must be communicated to the association no later than June 30 preceding a school year. No teacher will be required to teach beyond the hours and stipulations set forth in Article VII.

MIDDLE SCHOOL SCHEDULE

Teacher Report Time (Monday-Thursday): START - 7:30 A.M. END - 3:30 P.M.
Teacher Report Time (Friday)* START - 7:30 A.M. END - 2:45 P.M.

*Teachers will also report at their Friday report time during parent-teacher conference days, open house days, and any day that is not a Friday that falls immediately before a holiday.

Middle School Regular Schedule

| | |
|----------------------|-----------------------------------|
| 1 st Hour | 7:40 A.M - 8:35A.M |
| 2 nd Hour | 8:40 A.M - 9:35 A.M |
| 3 rd Hour | 9:40 A.M - 10:35 A.M |
| Dragon Hour | 10:40 A.M - 11:05 A.M |
| 4 th Hour | 11:10 A.M - 12:30 |
| | (A lunch) 11:05 A.M - 11:35 A.M |
| | (B lunch) 11:35 A.M - 12:05 P.M. |
| | (C lunch) 12:05 P.M. - 12:35 P.M. |
| 5 th Hour | 12:35 P.M. - 1:30 P.M |
| 6 th Hour | 1:35 P.M. - 2:30 P.M. |

Middle School first Day of School (no change)

| | |
|----------------------|-------------------------|
| 1 st Hour | 11:26 A.M. - 11:55 A.M. |
| 2 nd Hour | 12:00 NOON - 12:26 P.M. |
| 3 rd Hour | 12:31 P.M. - 12:57 P.M. |
| 4 th Hour | 1:02 P.M .- 1:28 P.M. |
| 5 th Hour | 1:33 P.M. - 1:59 P.M. |
| 6 th Hour | 2:04 P.M. - 2:30 P.M. |

Middle School ½ Day
7:40 A.M. - 10:51 A.M.

Professional Development
8:00 A.M. - 3:00 P.M.

DRAGON HOUR

Dragon Hour is an opportunity for students to receive individualized enrichment and support from their classroom teachers. During this time, students can retake quizzes or tests, finish work for a course, receive an enrichment opportunity, engage in meaningful academic work, and get small group and targeted support from teachers. Teachers will be working directly with students during this time. The building administration will collaborate with association members to create a calendar and process for assigning students to classrooms during the advisory period.

The middle school hourly schedules are subject to change based on student, community, and building needs. The decision to make an adjustment to the hourly student schedule rests solely with district administration, and any change must be communicated to the association no later than June 30th preceding a school year. No teacher will be required to teach beyond the hours and stipulations set forth in Article VII.

ELEMENTARY SCHEDULE

Teacher Report Time (Monday-Thursday): START - 7:45 A.M. END - 3:45 P.M.
Teacher Report Time (Friday)* START - 8:30 A.M. END - 3:45 P.M.

*Teachers will also report at their Friday report time during parent-teacher conference days, open house days, and any day that is not a Friday that falls immediately before a holiday.

8:40 A.M. - 3:40 P.M. (40 minute lunch)

Elementary First Day Schedule (no change)
12:30 P.M. - 3:40 P.M.

Elementary ½ Day
8:40 A.M. - 11:55 A.M.

Professional Development
8:00 A.M. - 3:00 P.M.

The elementary daily schedules are subject to change based on student, community, and building needs. The decision to make an adjustment to the hourly student schedule rests solely with district administration, and any change must be communicated to the association no later than June 30 preceding a school year. No teacher will be required to teach beyond the hours and stipulations set forth in Article VII.

SCHEDULE E - GRADE CHANGE PROCEDURES

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

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

SCHEDULE F - COMPENSATORY TIME

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

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

1. No compensatory time shall be used until the teacher has accumulated 5 hours.
2. Only one compensatory day may be taken at a time.
3. Compensatory time shall not be used in conjunction with personal business day or deduct days under IX-3.
4. No teacher shall be allowed to carry over compensatory time from one school year to the next.

Compensatory time shall not be allowed to accumulate beyond two days. When a third five (5) hours is accumulated, said day shall be paid off at the next possible payroll or converted to a sick day at the teacher's option.

Teachers should use the Compensatory Time Preference Form provided by the district and may be modified at P.EP. Changes to the preference form can be made on a semester basis.

SCHEDULE G - SCHOOL IMPROVEMENT AND PROFESSIONAL DEVELOPMENT

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

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

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

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

PROFESSIONAL DEVELOPMENT

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

SCHEDULE H - SAVINGS PLANS

403 B and 457 Plan

The district agrees to offer Section 403(B) and 457 plans in accordance with IRS regulations. Employees are eligible to participate with companies listed in the District's IRS 403(B) and 457 Plan document.

SCHEDULE I - DENTAL & VISION

Vision Benefit Program

The district will provide members with the MESSA VSP-3 Plus-200CL Benefits plan. The explanation of the benefits provided by this plan are available on the district website under Staff Forms and Links.

Dental Benefit Program

The district will provide members with MESSA Dental Plans Pak A & Pak B. The explanation of the benefits provided by this plan are available on the district website under Staff Forms and Links.

SWARTZ CREEK COMMUNITY SCHOOLS BOARD OF EDUCATION

By Carrie Lerman President

By Hacey D. Secretary

By Bruce Hill Superintendent

SWARTZ CREEK EDUCATION ASSOCIATION

By Allen W. Murphy President

By Fredrick Fuller Secretary