

**Professional Agreement  
between the  
Sand Creek Board of Education  
And the  
Sand Creek Education Association**

**HLCEA, MEA, NEA**

**2015-2017**

## DURATION OF AGREEMENT

This agreement shall be effective as of September 1, 2015 and shall continue in effect until the 31st day of August, 2017.

This agreement shall not be altered or amended except upon mutual consent of the parties hereto.

### **Sand Creek Board of Education**

By \_\_\_\_\_  
Board President

and

By \_\_\_\_\_  
Board Secretary

### **Sand Creek Education Association HLCEA, MEA, NEA**

By \_\_\_\_\_  
SCEA President

and

By \_\_\_\_\_  
SCEA Secretary

## **PROFESSIONAL EMPLOYMENT CONTRACT**

This contract entered into on this 1<sup>st</sup> day of September, 2015 between the Board of Education of the Sand Creek Community School District, hereinafter referred to as the "Board", and the HLCEA, SCEA, MEA/NEA, hereinafter referred to as the "Association". No person shall, on the basis of race, color, national origin, sex or handicap, be excluded from participation in, be denied the benefits of, or be subject to discrimination in employment.

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## **ARTICLE I – RECOGNITION**

- A. The Board hereby recognizes the Hillsdale/Lenawee County Education Association (HLEA), SCEA, MEA/NEA, as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel, including the guidance director, and the Chapter I guidance director and counselors, excluding the building principals, superintendent, and all other supervisory personnel who are employed in this capacity more than 50% of the teaching day.

Unless otherwise indicated, the term "teacher" as used herein shall refer to all employees in the unit for bargaining as defined above.

- B. The Board agrees not to negotiate with any teacher organization other than the HLEA, SCEA, MEA/NEA, for the duration of this agreement.
- C. REGULARLY EMPLOYED FULL-TIME TEACHER: A regularly employed full-time teacher is a teacher employed by the Board to teach a full teaching schedule as prescribed by the Board.
- D. REGULARLY EMPLOYED PART-TIME TEACHER: A regularly employed part-time teacher is a teacher employed by the Board to teach not less than two (2) days per week for a period of at least one (1) hour per day, nor more than two (2) teaching hours per day.
- E. REGULARLY EMPLOYED HALF-TIME TEACHER: A regularly employed half-time teacher shall mean any teacher who shall be employed not less than five (5) days per week and whose daily employment shall be not less than three (3) teaching hours per day. This teacher shall be granted half of all fringe benefits accorded the regular full-time teacher.

## **ARTICLE II - NEGOTIATION PROCEDURES**

A. While negotiating a master contract, representatives of the Board and Association negotiation teams will establish:

1. the time
2. the place
3. the dates
4. rules governing the negotiation meetings

The Board and Association will make every attempt to live up to the rules and regulations established.

B. This contract is a two year contract. The following items may be reopened during the life of this contract for negotiations only upon determination by the Board that there are not sufficient funds available to allow the Board to avoid adoption of a deficit budget:

1. Salary schedule
2. Extra pay for extra duty
3. Fringe benefits

See Article XXI for further clarification.

All other items within this written contract shall remain unchanged during the two year term of this agreement and neither party may require the other to reopen negotiations for the purposes of altering or amending same, nor shall either party have the power to require additions to this contract.

C. The Superintendent of Schools or his/her designated representative, and the Sand Creek Education Association chief negotiator, will establish the ground rules that both sides feel are necessary to enter into negotiations. In the event ground rules cannot be mutually agreed upon, the Association and the Board will submit to one another on or before the tenth (10th) day prior to the beginning of negotiations, the non-economic and economic packages to be negotiated into the master agreement.

D. This agreement shall constitute the full and complete commitments between both parties for a two year period of time and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written or signed amendment to this agreement, with the exception of paragraph B. above. There shall be three (3) signed copies of the final agreement for the purpose of record; one to be retained by the Board of Education; one by the Association, and one by the Superintendent of Schools.

E. 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 district. However, should one party feel that it needs to have representation from the outside it will officially notify

the other party, in writing, that outside representation is desired at the next negotiations meeting. The other party also has the opportunity to seek outside representation for said meeting. Neither party will be required to hold a negotiations meeting once notice has been served by one party that outside representation is desired, unless both sides can obtain outside representation for said meeting if it is so desired. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and a majority of the Board of Education, 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.

## **ARTICLE III - MANAGEMENT RIGHTS CLAUSE**

- A. The employer, on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
  2. To hire all employees and subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, rules and responsibility by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States, and the State of Michigan.

## **ARTICLE IV - ADDITIONAL BUILDINGS**

- A. Those teachers recognized under Article I, employed to teach in any other building, built or rented by the Sand Creek Community School District, will be covered by this Master Contract.

## **ARTICLE V – TEACHER COMPENSATION**

- A. The teacher compensation plan shall be part of this contract. Reference should be made to Article XXI of this contract.
- B. Salaries are to be paid in twenty-one (21) or twenty-six (26) equal, consecutive, biweekly payments during the duration of this agreement, or twenty-seven (27) pays as required to stay on a biweekly schedule. Extra-curricular reimbursement will be averaged in with a teachers regular biweekly pay for each contract year or if said individual wishes to have lump sum pay for the extra-curricular activity(ies) at the end of said activity(ies), he/she must make said request in writing during the month of September. If a teacher who has elected twenty-six pay periods wishes to change to twenty-one pay periods, this person must provide the business office, by May 1st of that contractual year, a written statement indicating that he/she wishes to have his/her salary in full on the twenty-first pay period.
- C. All Sand Creek Education Association members will be required to participate in payroll direct deposit.

## **ARTICLE VI - FRINGE BENEFITS**

- A. All fringe benefits agreed upon are appended to and become a part of this contract. Reference should be made to Article XIV of this contract.

## **ARTICLE VII - WORKING HOURS AND CONDITIONS**

### **A. LUNCH PERIODS:**

The teachers in the Sand Creek Community School System will receive a duty free lunch period. All elementary teachers will be given a duty free lunch period each day. The Board agrees to provide supervisors for these periods. However, during inclement weather teachers will supervise recreation activities within their own classroom.

### **B. PREPARATION PERIODS:**

The Board agrees to provide at least one of the following programs: art, music or physical education in grades K through fifth in the Ruth McGregor Elementary School. During the time in which the foregoing programs are being conducted, the teacher may use such time for the following activities:

1. class preparation
2. counseling
3. class visitation
4. holding conferences

Should a teacher volunteer to assume teaching duties during his/her preparation time, additional remuneration will be made at a rate of \$20.00 per hour. Teacher preparation time is the time that the Board frees the teacher while his/her pupils are having art, music, or physical education, whichever can be offered.

The Board agrees to provide all K-12 teachers with the weekly equivalent of one Jr/Sr High School class period in preparation time per week.

The building principal will design a schedule giving all teachers as nearly equal released time for preparation as possible.

When the school day is scheduled to be a half-day of student instruction, the following programs (art, music, physical education, remedial classes, etc.) will be maintained, if possible.

### **C. RECESS PERIODS:**

Teachers of grades **kindergarten** through fifth will receive student recesses as preparation time. The Board will provide recess supervision during those periods. During inclement weather, as determined by the building principal, teachers will supervise recreational activities within their own classrooms.

### **D. LEAVING THE SCHOOL PREMISES DURING PREPARATION TIME:**

No teacher shall leave the school premises at any time without permission from the building administrator.

**E. SUPERVISION OF BUILDING AND GROUNDS:**

Teachers shall supervise the buildings and grounds of their respective schools during their regular hours of employment to the best of their ability. Where there is an anticipated need or an emergency situation, the building principal will designate when and where this supervision is to take place. The Board recognizes that their first obligation is to their classroom.

**F. SUPERVISION OF EXTRA-CURRICULAR ACTIVITIES:**

Teachers responsible for extra-curricular activities, which are held after the regular school day, will supervise these activities in a responsible manner. Teachers shall be responsible for seeing that proper discipline prevails in the school building and on a pupil-activity bus at all times.

**G. BUS SUPERVISION:**

Teachers chaperoning student activities requiring buses will assist the bus driver in maintaining proper discipline on the buses.

**H. SPECTATOR ACTIVITIES:**

Teachers hereby agree to assist the school administration when requested at spectator activities, if assistance is needed for the safety of the spectators at these functions.

**I. WRITTEN REPORT OF INCIDENTS:**

In the event there is an incident related to teacher supervision of any of the above activities, the teacher or teachers shall, at the first opportunity, file a written report of the incident with the principal of that building so that the principal will be informed of the details of the incident.

**J. DEPARTMENT HEADS:**

The administration will assign department heads in the following disciplines.

- K-3** Grade Level Department Head (one per grade)\*
- 4-5** MATH, SCIENCE, SOCIAL STUDIES, & LANGUAGE ARTS\*
- K-5** FINE ARTS (MUSIC, PE, ART)\*
- K-12** COMPUTER\*\*\*  
FOREIGN LANGUAGE\*  
SPECIAL EDUCATION\*\*\*\*
- 6-12** LANGUAGE ARTS\*\*\*\*                      P.E.\*\*  
MATH\*\*\*\*    FINE ARTS\*\* (MUSIC, INDUSTRIAL ARTS, CAD, ART)  
SCIENCE\*\*\*\*  
SOCIAL STUDIES\*\*\*\*

- \*\$250
- \*\*\$300
- \*\*\*\$500
- \*\*\*\*\$700

Participation of a teacher as a department head is strictly voluntary. The duties and/or job description of department heads will be determined by the building principal and/or teachers in that discipline. The hours spent as a department head will be based upon the duties and/or job description of the department head at that grade level and subject area.

**K. DRESS CODE:**

Teachers will dress as professionals. Jeans will not be considered appropriate attire, unless prior permission has been granted by the building principal.

**Exclusions:**

*Jeans may be worn by:*

- *Shop instructor*
- *Agriculture instructor (providing his/her day is spent out of the school on agriculture-related projects)*
- *Any staff member when going on a field trip or activity where jeans are more appropriate, must obtain permission from the building principal prior to said activity.*

## **L. SCHOOL IMPROVEMENT/NCA:**

Each building shall have their own school improvement committee. The purpose of this committee is to provide knowledge and direction for their respective school improvement team and building in the realm of school improvement, along with satisfying state requirements dealing with school improvement. The assignment of these voluntary positions will be the responsibility of the building principals with input from the Association.

Each building committee will receive an annual stipend of three thousand dollars (\$3,000).

## **ARTICLE VIII - SCHOOL DAY**

### **A. FULL-TIME TEACHERS**

The working day for bargaining unit members will be from 7:45 a.m. until 3:10 p.m. Faculty meetings shall end no later than 4:15 p.m. Teachers may leave school on Fridays and the day preceding a holiday when classes have been dismissed and buses have left. If, at any time, the school district does not provide the necessary hours of instruction to meet the minimum requirement to receive full state aid, the Board and the Association will mutually agree upon a method to increase the hours to reach the minimum requirement.

### **B. REGULARLY EMPLOYED PART/HALF-TIME SECONDARY TEACHERS**

Part/half time teachers at the secondary level shall receive a total salary which is pro-rated based on the ratio of the number of class periods actually assigned to be taught to the number of class periods a full time teacher actually teaches.

### **C. REGULARLY EMPLOYED PART/HALF-TIME ELEMENTARY TEACHERS**

Part/half-time teachers at the elementary level shall receive a total salary which is pro-rated based on the ratio of the number of minutes actually assigned to work to the number of duty minutes a full time teacher actually works.

### **D. TARDINESS DISCIPLINE**

Any person arriving late or leaving early without the permission of his/her building principal, or representative, will receive a verbal reprimand on the first offense and any further infractions will result in said individual automatically having a disciplinary report placed in his/her personnel file for each infraction and one hours pay will be deducted for each hour or portion thereof missed.

#### **E. INCLEMENT WEATHER**

Should school be delayed as a result of inclement weather conditions (ice, fog, snow, sleet) teachers are expected to be at their stations within one hour after their regular reporting time. If a teacher is delayed beyond one hour, he/she shall report to school as soon as practical and he/she must inform the building principal or superintendent of the reason(s) for being tardy. A tardy teacher will be excused if it is determined that the delay was due to inclement weather. Should weather conditions (ice, fog, snow, sleet) deteriorate during the day resulting in the cancellation of school, teachers will be dismissed fifteen minutes after school ends or after students leave the building.

#### **F. TORNADO DISMISSAL TIME FOR TEACHERS**

Should tornado weather conditions deteriorate to a Tornado Warning, teachers will be dismissed no later than fifteen minutes after the students leave the building.

# **ARTICLE IX - SCHOOL CALENDAR**

- A. The Sand Creek Community School calendar will be based on the Lenawee County School's calendar with minor changes able to be negotiated by the Board and The Association so as to provide the best educationally sound calendar for the Sand Creek Community Schools.
- B. The school calendar shall consist of the following days:

<b><u>Student Instruction</u></b>	<b><u>Teacher Days</u></b>
<b>180</b>	<b>185</b>

- **Thirty (30) professional development hours over five days.**

The calendar will be negotiated in the spring of each new year calendar, upon reviewing the county calendar. Teachers will not be required to work and shall receive their regular pay for scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fire, epidemics, or health conditions as defined by the city, county, or state health officials.

Teachers are required to attend all parent-teacher conference sessions. In addition, elementary teachers will be required to attend the fall open house and 6-12<sup>th</sup> grade teachers will be required to attend a spring awards night.

- C. Should a closing because of conditions not within the control of school authorities require the scheduling of additional hours of student instruction because previously scheduled hours could not be counted to meet the hour requirement in accordance with the State Aid Act, these hours will be made up as negotiated in the calendar.
- D. The Board may purchase up to two (2) days for in-service projects on a voluntary basis. These days will be located in the week preceding or in the week following the school year. The administration and the Association shall agree upon the actual dates. The rate of pay will be \$25.00/hour and each day will meet from 8:00 a.m. to 12:00 noon. The \$100 stipend of all non-attending teachers shall be divided among all attending teachers. If prior commitment of at least 75% of the teaching staff is not obtained, the day will be canceled.

## **ARTICLE X - PROFESSIONAL QUALIFICATIONS AND WORK ASSIGNMENT - CHANGES IN WORK ASSIGNMENT**

- A. All teachers must be highly qualified in their assignment. It is the teacher's responsibility to ensure they maintain the proper credentials.
- B. The teachers' normal teaching hours in the elementary and secondary schools shall be planned by the school administration. Recommendations may come from the local Association. The Board and administration retain the right to make the final decision.
- C. The normal weekly teaching load in the elementary and secondary schools shall be planned by the school administration. Recommendations may come from the teaching staff and/or the local Association. The Board and administration shall make the final decision.
- D. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible.

The following class sizes are recommended as approaching the ideal in the **elementary school** by the Michigan Education Association:

1.	Kindergarten	25 pupils
2.	Lower elementary grades	25 pupils
3.	Upper elementary grades	30 pupils

(If there is a grouping in the elementary grades, the lower group should contain fewer students)

The maximum recommended class size per teacher in the **secondary school** is as follows:

1.	English, Social Studies, Science, Language, Mathematics	25 pupils
2.	Business Technology	25 pupils
3.	Industrial Arts	20 pupils
4.	Drafting, Arts, Crafts	30 pupils
5.	Music - vocal	35 pupils
6.	Health Education	40 pupils

The Board agrees to consult regularly with the Association in regard to class size, but class size will be determined by the administration.

- E. For teachers in grades 6-12 there will be a stipend of \$300 for teaching five (5) different classes and an additional \$300 for teaching six (6) different classes.

Classes that have different course titles and require different lesson plans will be considered different.

Combined classes will not be considered as different classes.

- F. For teachers in grades 1-3 there will be a stipend of \$1,000 for teaching a split class. A split class is a class with students from different grade levels. All teachers in grades 1-3 shall have a chance to apply to the principal for the position, with the principal making the final decision.
- G. Teachers in grades 3-12 are responsible for updating grades in eSchool a minimum of the 2<sup>nd</sup> and 4<sup>th</sup> Monday of each month.

## **ARTICLE XI - GRIEVANCE PROCEDURE**

- A. A grievance shall be an alleged violation of the expressed terms of this written agreement. The following matter shall not be the basis of any grievance filed under the procedure outlined in this Article.
  - 1. The termination of services or failure to re-employ any probationary teacher. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
- B. The Association shall designate two representatives for the elementary teachers and two representatives for the secondary teachers to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" as herein shall mean weekdays.
- D. Written grievances as required herein shall contain the following:
  - 1. It shall be signed by the grievant or grievants
  - 2. It shall be specific
  - 3. It shall contain a synopsis of the facts giving rise to the alleged violation
  - 4. It shall cite the section of subsection(s) of this contract or the written board policy, alleged to have been violated
  - 5. It shall contain the date of the alleged violation
  - 6. It shall specify the relief requested

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

### **E. LEVEL ONE**

A teacher believing him/herself wronged by an alleged violation of the express provisions of this contract shall within fifteen (15) school days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained within five (5) days of the discussion, the teacher shall reduce the grievance to writing and proceed, within five (5) days of said discussion, to Level Two.

## **LEVEL TWO**

A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within ten (10) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the principal of the building in which the grievance arose, and place a copy of same in a permanent file in his/her office.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting, not less than seven (7) days prior to the next regularly scheduled board meeting.

## **LEVEL THREE**

Upon proper application as specified in Level Two, the Board shall allow the teacher or Association representative opportunity to be heard at the meeting for which the grievance was scheduled. Within five (5) weeks from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings hereon, may designate one or two more of its members to hold future hearings therein or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than five (5) weeks after the initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the Secretary of the Association.

## **LEVEL FOUR**

Individual teachers shall not have the right to process a grievance at Level Four.

1. If the decision of the Board is unsatisfactory to the Association and the teacher, they may proceed to appeal the decision by notifying the Board as outlined under Article XII, paragraph D., and within seven (7) calendar days after the Board's receipt of notification of the Association's desire to arbitrate, the Board and the Association will name their representatives as follows:
  - a. The President of the Association or Grievance Chairperson shall appoint one member from the Grievance Committee.
  - b. The President of the Board shall appoint one member from the Board, which may include him/herself.
  - c. These two people shall select an impartial resident of the county as a third member. This person shall serve as the chairperson of the panel.
  - d. If the two appointees cannot agree as to the arbitrator within seven (7) calendar days of the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which

shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in any such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing, a prehearing statement alleging facts, grounds, and defenses which will be proven at the hearing, and hold a conference at that time in an attempt to settle the grievance.
  3. In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties.
  4. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or subtract from the terms of this agreement. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure nor shall the arbitrator question the reasonableness of Board policy, nor annual assignments of extra duties for extra pay as outlined in Article XXI. If any grievance award shall include back pay, the award shall not extend more than thirty (30) days prior to the date of the Level One conference.
  5. The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.
- F. Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment) shall be barred.
- G. The Association shall have no right to initiate the grievance involving the right of a teacher or group of teachers without the teachers or their express approval in writing thereon.
- H. All preparation, filing, presentation or consideration of grievance shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty station.

## **ARTICLE XII - AUTHORIZED ABSENCES AND LEAVES**

Should a teacher be granted a leave of absence by the Board for any reason for a given period of time, said teacher shall be entitled to return to the school system upon the expiration of said leave. The teacher must file with the Superintendent a written statement indicating that said teacher wishes to return and providing a vacancy for which said teacher is qualified exists. Teachers shall be allowed sick leave at the rate of ten (10) days per year, accumulative to one hundred (100) days. Three (3) of the ten (10) days may be personal days, no excuse needed. Personal days are non-cumulative and shall be deducted from the total sick leave accumulated by this teacher. Sick days may be accumulated to one hundred (100). Any accumulated sick days above one hundred (100) shall be reimbursed to the employee at the rate of \$70 per day, on the first July payroll check.

### **A. SICK DAYS**

All sick days will be granted in full day increments only. Half days may be granted by the building principal in extenuating circumstances. Teachers leaving their building because of illness during any one of the first three class periods of a given day, shall have one (1) full day's sick leave deducted from their accumulated days. Teachers leaving their building because of illness during any one of the last four periods of a given day, shall have one half (1/2) of a day's sick leave deducted from their accumulated days. The accumulation of sick leave days shall be reflected on the teacher's payroll check. Borrowing in advance accumulated sick leave days shall not be permitted except that a teacher shall be allowed to use ten (10) days of sick leave in the current school year from the first day of school starting after the payment of the first pay period in September. Should a teacher leave the employ of the Board during the school without sufficient accumulation of sick days as herein above specified, a prorated deduction shall be made from the teachers last pay check(s) for any deficiency.

A teacher employed in the Sand Creek Community School system for five (5) or more years, may exchange unused sick days at \$70 per day. Said teacher may exchange sick days only once during a school fiscal year, with a maximum yearly limit of forty (40). The monetary reimbursement, at the request of the teacher, **will be paid in either one lump sum to MEA Financial Services as part of the Michigan Education Association Financial Services 19.3 plan or as one lump sum cash payout through the payroll system.**

Employees may use sick leave, upon approval of the Board of Education, superintendent and/or building principal, for reasons set forth below:

1. PERSONAL ILLNESS OR INJURY - When the severity of the illness or the injury makes it ill-advised for the employee to work.
2. EXPOSURE TO CONTAGIOUS DISEASE - Following the exposure to a contagious disease which could be communicated to the students or other employees. In this situation it is mandatory to file with the Superintendent a statement signed by the physician in charge.

3. EMERGENCY DOCTOR, DENTAL OR CLINIC APPOINTMENTS will be granted providing the doctor will furnish proof in writing that to wait for a regular appointment, which could be scheduled after school hours or on a Saturday would prove to be injurious to the teacher's health.
4. ILLNESS IN THE IMMEDIATE FAMILY - Leave shall not exceed five (5) days for any illness in the immediate family, defined as: spouse, son, daughter, father, mother. The above days shall be charged against accumulated sick leave.
5. DEATH IN THE IMMEDIATE FAMILY - Leave days for any death in the immediate family, defined as: spouse, child, parent, sibling, grandchild, grandparent, and parent-in-law shall be granted as deemed necessary by the employee. All leave days over three (3) days shall be charged against accumulated sick leave. Leave days for any family death of the following: sibling-in-law, aunt, uncle, aunt-in-law, uncle-in-law, nephew, and niece shall be granted as deemed necessary by the employee. All leave days over one (1) day shall be charged against accumulated sick leave.
6. BIRTH OF A CHILD OR ADOPTION.
7. All cases of absence due to illness, injury or death in the immediate family beyond the one hundred (100) day maximum will be considered by the Board as each separate case arises. See C. Medical Leave of Absence, paragraph 1 and 2.
8. The Board of Education may allow or disallow, at their discretion, any time claimed as sick leave by employees.
9. All part-time contracted teachers shall receive sick leave proportionately.
10. The principal or his/her representative will approve/deny absences during the school day for emergency appointments on an individual basis.

#### **B. SICK DAY DRIVE PROPOSAL**

All employees are encouraged to save sick days and purchase short term disability. However, in the event a catastrophic event befalls an employee, the Association may approach the Administration and request, in writing, to initiate a sick day drive. Sick day drives will be considered on a case-by-case basis and the final decision to initiate a drive will rest with the Administration. Once a sick day drive is initiated, the Administration will contact employees (via a form) and employees will have one week to return the form to the administration. Sick day donations will be anonymous, voluntary, and limited in number. Employees who choose to donate sick days may donate up to five per drive.

### **C. PERSONAL DAYS**

Request for a personal day must be submitted online through AESOP forty-eight (48) hours in advance unless an emergency situation develops. A teacher may not use a personal day prior to the beginning of a vacation or on the first day of the conclusion of a vacation without obtaining approval from the building principal. All personal days will be granted only in full increments unless approved by administration. All part-time contracted teachers shall receive personal business days proportionately.

### **D. MEDICAL LEAVE OF ABSENCE**

1. In order to promote continuity in the pupil/teacher relationship, the Board may place a teacher upon leave of absence without pay and fringe benefits for a period of not to exceed one (1) year in the event that a teacher is absent in excess of ten (10) teaching days more than the individual's accumulated sick leave time. Any tenure teacher so placed upon leave shall have the right to a hearing in accordance with Article IV, Section 4, of the Tenure Act.
2. Any teacher whose personal illness extends beyond the period compensated under Board policy for sick leave may, upon written application to the Board at least seven (7) days in advance of the next regularly scheduled meeting, at the sole discretion of the Board, be granted a leave of absence without pay for a period not to exceed one (1) year, renewable at the discretion of the Board.
3. In the event a teacher is placed upon leave of absence in accordance with paragraph D or E, subparagraphs 1 and 2, the teacher shall, seventy (70) days prior to the closing of school, notify the Superintendent that he/she wishes to return to the school system, and on or before July 1st of the given school year, upon returning to the school system, present to the Board a certificate from a certified licensed doctor (M.D.) stating that he/she is physically capable of performing the teaching duties required of said teacher. All leaves of absence shall be at the sole discretion of the Board of Education.
4. Upon recommendation of the Superintendent for good cause shown, the Board reserves the right to require a teacher to submit to a physical examination by a doctor licensed to practice medicine in the State of Michigan or the State of Ohio. The Board reserves the right to select said physicians if they request a physical examination. The result of said examination shall be transmitted to the Board as soon as the diagnostic report can be filed with the Superintendent. All information concerning said teacher shall be confidential upon the request of this person, except when said report(s) are needed for legal purposes. In the event a regular teacher employed by the system is requested to take a physical examination, the cost will be borne by the Board.

5. The Association recognizes that a teacher who fails to comply with the provisions of this Article may be subject to revocation of a leave of absence or denial of application therefore, or disciplinary action on the part of the Board up to and including dismissal.

#### **E. MINI LEAVE**

In order to promote continuity in teacher/pupil relationships, the Board may grant a teacher a mini leave of absence without pay and fringe benefits, providing said teacher makes a request in writing to the Superintendent of Schools through the building principal. The leave of absence can be granted upon the completion of the ongoing marking period. Said teacher will return at the conclusion of said leave, which will coincide with the end of a marking period. The Board of Education may require said teacher to furnish a statement from a certified, licensed physician (M.D.) that the teacher is physically capable of assuming his/her teaching duties. If an extension of time is needed, an extension can be obtained providing it coincides with the conclusion of a marking period. The Board of Education reserves the right in its sole discretion to approve extensions of leaves or accelerated terminations of the leave of absence on the basis of each individual case. Failure to comply with any of the above provisions shall be conclusively deemed resignation.

#### **F. LEAVE OF ABSENCE – GENERAL**

The Board of Education shall, in its sole and absolute discretion, grant a general leave of absence for a period of up to one year during which seniority shall not accrue. The Board reserves the right to place any limitation on the number of leaves granted. Further, the application for this leave shall be prospective from the date of ratification by the parties and shall only be applicable to active employees. The Board's decision to grant or not grant a request for a leave shall not be reviewable in any manner and specifically cannot be made the subject of a grievance and is not grievable under the grievance/arbitration procedures contained herein. In other words, no arbitrator shall have any authority to review the Board's decision pursuant to this section. The teacher must submit to the Superintendent on or before April 1, a letter of intent to return to employment. Failure to submit such letter will be considered a voluntary resignation.

#### **G. MISCELLANEOUS LEAVES**

##### **1. JURY DUTY**

A teacher called involuntarily for jury duty during school hours or who is subpoenaed by the court system to testify during school hours in any judicial matter shall be compensated for the difference between his/her teaching pay and the pay received for the performance of such obligation.

##### **2. SELECTIVE SERVICE PHYSICAL EXAMINATION**

Full reimbursement will be granted to any male or female who is required to take a physical examination offered by the United States Government.

3. All absences authorized by the school administration will receive full reimbursement.

4. **OTHER ABSENCES**

Absences other than those described above, will not be allowed with pay. A deduction will be made for each day of absence at the daily rate of the teacher's annual contractual salary.

H. If an individual bargaining unit member is scheduled for a paid leave day, e.g. sick leave, personal day, Association leave, or any other leave with pay and the district is closed, then the individual will receive pay for the day in question and the leave day will not be deducted from the employees credited days. However, if an employee is on an unpaid leave, the individual will not receive pay.

## **ARTICLE XIII - MISCELLANEOUS PROVISIONS**

- A. The Board will contract substitute teachers through a 3<sup>rd</sup> party company. Teachers are responsible for calling AESOP to report unavailability to work. Once a teacher has reported unavailability, it shall be the responsibility of the 3<sup>rd</sup> party company and the administration to arrange for a substitute teacher.
- B. In any situation where a substitute is not available and a classroom teacher is required to utilize any preparation or other period during which he/she does not have teaching duties, he/she shall receive, in addition to his/her regular salary, reimbursement as provided under Article XXI for such period. It is understood that in the emergency situation pending the arrival of a substitute teacher or regular classroom teacher, the classroom teacher may voluntarily assist the building administrator during a period in which the teacher has no teaching duty. In such circumstances the teacher will not be paid for such assistance.
- C. The Association shall be informed whenever possible by the Board of fiscal, budgetary, and tax programs affecting the district.
- D. Each teacher and the school administrators will act as true professionals while working for and representing the Sand Creek Community Schools. The Sand Creek Education Association will encourage attendance by all teachers at major school functions such as athletic events, PTO programs, programs of school and community interest, plays, science fairs, graduation, or any other program which will foster a good relationship within the community. Professional attendance clearly indicates to the public that the teachers are keenly interested in the promotion and execution of a good school program.
- F. All teachers must be present for the entire duration of parent/teacher conferences. Excuses will only be accepted in case of severe illness, substantiated by a doctor's certificate stating the nature of the illness, or death in the immediate family as defined under Article XII, Section A-5. Parent/teacher conferences are to acquaint the parents better with the total school program and to acquaint the teacher better with the home environment in which the child lives so that both teacher and parent can better understand the pupil and can strive to improve the program to meet the pupil's needs.
- G. This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this agreement.
- H. If any provision of this Agreement or any application of this agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- I. Copies of this agreement shall be prepared by the Administrative office.—The master copy will be proof read and mutually agreed upon by the Board's representative and the

SCEA representatives before the master copies are run. The cost of said materials will be borne by the Board. The Association will be responsible for assembling the contract. The new contract will be produced as soon as possible after final negotiations have been completed.

- J. All expenses for in-service training, teacher meetings, school visitations, curriculum improvements, and educational conferences requested by the administration will be borne by the Board. Should driving for school visitation be necessary, each driver will be reimbursed at the rate established by the Board. It is expressly understood that this reimbursement shall in no way be construed to be a lease of a teacher's vehicle.
- K. The Board agrees to reimburse all or part of the expenses of teachers who request in writing to attend conferences, clinics, workshops, seminars, etc. when such request is approved by the principal and the Superintendent. Requests to attend are to be made at least ten (10) school days prior to the conference and are limited by substitute and conference funds available and number of requests received. It is expressly understood that this reimbursement shall in no way be construed to be a lease of a teacher's vehicle.
- L. Reimbursement of expenses of teachers attending conferences, clinics, workshops, seminars, etc. pertaining to extra-curricular organizations are to be paid for by said organization. No reimbursement will be given by the Board of Education to school or non-school personnel unless authorization has been granted prior to said conference by the building principal. It is expressly understood that this reimbursement shall in no way be construed to be a lease of a teacher's vehicle.
- M. The policy making functions of the Board as set forth by law cannot be delegated or abrogated.
- N. Both the Board and the Association disavow all illegal collective bargaining.

## **ARTICLE XIV - INSURANCE PROTECTION**

- A. Teachers are covered to the extent that the present Worker's Compensation policy states.
- B. The Board and Association agree to become a member of the Lenawee County MESSA Health Care Consortium, effective July 1, 2013. This switch will enable SCEA members to have two MESSA insurance options:
  - 1) MESSA Choices II \$500 / \$1,000 with the MESSA Saver RX Drug Card
  - 2) MESSA ABC Plan 1 with the MESSA ABC RX Drug Card.

Teachers opting for medical benefits will pay 20% of the annual medical insurance costs, subject to annual Board of Education 2/3 vote approval. If 2/3 approval not received, the employee contribution will be based on the hard cap amount, as required and set by the State of Michigan. This consortium membership will be a 3-year agreement; subject to renewal at the end of the initial 3 years.

### **1. *PLAN A - For employees electing health insurance***

- a. MESSA CHOICES II \$500/\$1,000 or MESSA ABC Plan
- b. MESSA LONG TERM DISABILITY INSURANCE PLAN - The plan shall guarantee continuation of sixty-six and 2/3 (66 2/3) percent of the teacher's monthly contractual salary to a maximum benefit of \$6,000 including benefits the employee is eligible to receive from any employer; the Michigan Public School Employee Retirement Fund; employer's annuity or pension plan; social security; any employer's labor-management trustee, union, employee benefit plan or any governmental agency or program or coverage required or provided by law. Benefits begin after ninety (90) calendar days (straight wait) and continue to age 65 for disability commencing prior to age 60. For disabilities commencing at or after age 60 but prior to age 66, benefits are payable up to five (5) years. For disabilities commencing at or after age 66, benefits are payable to age 70. The plan shall include a freeze on offsets and alcoholism/drug addiction and mental/nervous shall be covered as any other illness up to two (2) years or after if hospitalized.  
The long term disability insurance plan shall meet or exceed the specifications mutually agreed upon.
- c. MESSA/DELTA DENTAL PLAN - 100/80-80-80 - (Ortho \$1,500 MAX.), including internal and external coordination of benefits (COB, for all bargaining unit members and their eligible dependents as defined by MESSA/Delta).  
In addition to the orthodontics benefit provided through Delta Dental, the Board of Education agrees to a one-time, per-child orthodontics contribution up to \$900. This benefit will begin immediately following the actual consortium implementation date.

- d. MESSA VISION SERVICE PLAN – VSP 2 SILVER all bargaining unit members and their eligible dependents as defined by MESSA.
- e. NEGOTIATED TERM LIFE INSURANCE - \$45,000 AD&D

**2. PLAN B - For employees not electing health insurance**

- a. MESSA LONG TERM DISABILITY INSURANCE PLAN - same as above
- b. MESSA/DELTA DENTAL PLAN - same as above
- c. MESSA VISION SERVICE PLAN - same as above
- d. NEGOTIATED TERM LIFE INSURANCE - \$50,000 AD&D
- e. Those employees whose spouse carries the family's health insurance coverage through another program and/or those employees whose family members are both employed by the Sand Creek Community Schools where the other spouse carries the family's health insurance coverage may elect a cash in lieu of health insurance in the amount of **\$515** a month.

C. Providing that in the two year term of this contract said MESSA insurance is available to all members of the bargaining unit whether they are members of the Sand Creek Education Association or not. It is expressly understood that this does not include substitutes and that half-year and half-time teachers will receive half the amount of paid insurance. It is further expressly understood that the Board shall not be obligated to pay directly to the teacher any benefits under paragraph 2 or 3 above or to provide premiums for other insurance policies, it being the sole intent and purpose of this clause to obligate the Board not to exceed the amount specified for premiums for participating teachers only in the MESSA insurance plan.

The Board reserves the right to select replacement carriers that will offer comparable, equivalent insurance coverage during the duration of this contract should MESSA terminate said insurance program with the Sand Creek Community Schools.

Half-year and half-time teachers will receive one half the insurance benefits. Part-time teachers employed less than sixty (60) days, along with substitute teachers are not entitled to insurance benefits.

Official medical insurance application forms must be properly filled out and returned to the Business Office. These official insurance application forms can be obtained from the Business Office. New employees must obtain these forms within the first full week of school and return the forms the following Monday, properly filled out, to the Business Office. Existing insurance programs will remain in effect from year to year unless the teacher elects to change coverage. In the event a teacher wishes to make a change in coverage, it must be done during the designated open enrollment period, on the forms provided by the insurance company and according to instructions and rules of the insurance company. Additions and deletions may be made in case of birth, death, marriage, divorce, etc., as they may occur within the time limits as specified by the insurance company.

It is the teacher's responsibility to keep their insurance updated and meeting their personal and family needs. It is not the school's position to recommend companies, changes of coverage, or spending of the insurance monies due the employee. All changes must be initiated by the employee and within the given specified times.

- D. Any dispute between the Sand Creek Education Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an insurance form pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
- E. When a bargaining unit member terminates employment during the school year with the Sand Creek Community Schools, the Sand Creek Board of Education will not provide insurance benefits beyond the last month of employment.
- F. The Association will protect and save harmless the Board from any or all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with this Article.
- G. If an employee wishes to maintain their present benefits under Section B, while on an unpaid medical leave, the following formulas will be used to prorate the employees and the employers financial responsibilities for those benefits. The provisions of FMLA (Family Medical Leave Act) allows for the employer to maintain the employee's health coverage, for up to 12 weeks, on the same terms as if the employee had continued to work during a FMLA leave. The formulas shown below would be used to prorate cost after this 12 week FMLA period had expired (if applicable).

COST OF ANNUAL BENEFIT(S)	$X$ _____ =	# OF UNPAID DAYS (appropriate days)	EMPLOYEE'S RESPONSIBILITY
COST OF ANNUAL BENEFIT(S)	$X$ _____ =	# OF PAID DAYS (appropriate days)	EMPLOYER'S RESPONSIBILITY

After the Board's responsibility has been exhausted, the employee must pay the Board for any further benefits or discontinue said benefits.

The Board and Superintendent, at their discretion, may assume all financial responsibility for an unpaid medical leave. Each case will be decided on its own merits, with special consideration given in the event of extenuating circumstances. Any decisions concerning unpaid medical leaves cannot be considered precedent setting.

## **ARTICLE XV - PAYROLL DEDUCTIONS**

### **A. FINANCIAL INSTITUTIONS**

The Board of Education agrees to deduct from the salaries of teachers revenue installments to be paid to an elected financial institution when voluntarily authorized, in writing, by each teacher who wishes such deduction.

1. The Business Office will provide the forms authorizing such deductions. The voluntary deduction forms must be properly filled out and returned to the Business Office. The voluntary deduction authorization forms filed in previous years will remain in effect until revoked in writing by said teachers, according to the paragraph below. The voluntary deduction authorizations filed annually with the Business Office shall continue in effect until a revocation form, in writing and signed by the teacher, is filed with the Business Office.
2. Any dispute between the Sand Creek Board of Education, the financial institution, and the Board, which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article, shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
3. The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.

### **B. TAX SHELTERED ANNUITIES**

1. The Board of Education agrees to deduct from the salaries of teachers for tax sheltered annuities with any vendor on the Approved Provider List. This Approved Provider List is included as Appendix C. Signed payroll voluntary authorization forms must be received from each teacher prior to the deduction. These forms may be obtained from the business office or from an approved provider agent. Regular premiums will be deducted in biweekly equal installments.
2. Teachers will be allowed to enroll with any of the vendors on the Approved Provider List at any time throughout the school year.
3. The premium deduction authorization forms filed annually with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the insurance company. Revocation forms are available from the business office.

4. Any dispute between the above mentioned insurance companies and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
5. The Association will protect and save harmless the Board from any or all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.

## **ARTICLE XVI – TEACHER MENTOR PROGRAM & TENURE STATUS**

The Board recognizes the importance and value of developing a procedure for assisting and evaluating the progress and success of both the newly employed and experienced personnel. Therefore, to this end the following procedure has been agreed upon in an effort to accomplish this goal.

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the Code. The Mentor Teacher shall be a member of the bargaining unit.
  1. Each probationary teacher shall be assigned a Mentor Teacher for the first three years he/she is in probationary status.
  2. Newly employed teachers who had acquired tenure in another school system will be assigned a mentor teacher for the first year of their employment.
  3. The Mentor Teacher shall be available to provide professional support, instruction and guidance.
  4. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.
  5. In grades 6-12, the Mentor Teacher shall be the department chairperson of the Mentee's subject area.
  6. If the Mentee is teaching in more than one department, the department head of the subject in which the Mentee teaches the most hours will be the Mentor Teacher.
  7. If the Mentee teaches the same number of hours in different departments, each department head will be the Mentor Teacher for the Mentee on a rotating semester basis, with the initial assignment determined by the building principal.
  8. If the Mentee is teaching in a subject where no department head exists, the building

principal will assign a Mentor Teacher for the Mentee.

9. In grades K-5, the building principal will assign a department head as the Mentor Teacher for the Mentee.
10. Participation as a Mentor Teacher is voluntary.
11. The Mentor Teacher assignment shall be subject to review by the Mentor Teacher and the Mentee after each semester.
12. If either the Mentor Teacher or the Mentee desire to terminate the relationship, the building principal and the Mentee shall agree upon a replacement Mentor Teacher.
13. Because the purpose of the mentor/mentee match is to acclimate the probationary teacher and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor Teacher.
14. A Mentor Teacher shall receive the following stipend:

***Based on the mentee's years:***

- 1<sup>st</sup> year - \$700***
- 2<sup>nd</sup> year - \$400***
- 3<sup>rd</sup> year - \$200***

15. Mentees shall be provided with a minimum of fifteen (15) days of professional development during their first three years of teaching.
  16. The Mentee shall be paid his/her per diem rate of pay if those professional days are not within the parameters of the regular work day and work year.
- B. Teachers granted tenure by the Board of Education will be notified in writing as soon as possible and no later than five (5) days after the meeting at which recommendations concerning the status of probationary teachers regarding tenure status will be notified as outlined above with reasons why the Board of Education failed to grant tenure and the Board or its delegated representative will advise the teacher of his/her full rights under the Tenure Law.

## **ARTICLE XVII - Instruction Performance & Student Achievement**

Henceforth it will be a mutual endeavor on the part of the Board of Education and the Sand Creek Education Association to transition the current salary schedule to a merit based professional career ladder. The purpose of this professional career ladder is to facilitate the continuous improvement of the quality of instructional skills of teachers. It is the assumption that through the skilled implementation of research-based teacher evaluation tools, and related emphasis on the professional growth of teachers, student achievement will improve as will the overall quality of education for all our students. In the spirit of this cooperative effort, both parties agree to the following guidelines in making this transition. The Association and the Board recognize the importance of sharing common goals in regards to instructional performance and student achievement. In the spirit of cooperation the following goals are set forth.

***These goals do not constitute a binding part of this agreement.***

Goal 1: The Association recognizes the importance of continuous improvement in the area of instructional performance and student achievement.

Goal 2: The Board recognizes the importance of Administrators who are instructional leaders and the need to support Administrators with regular training in the areas of teacher evaluations and instructional leadership.

Goal 3: The Association recognizes the need for teachers to take an active role in the improvement of their instructional performance. To this end teachers will strive to share ideas, strategies, and resources that enhance the instructional performance of their colleagues.

Goal 4: The Board recognizes the importance of devoting resources to professional development activities (for teachers) with the ultimate goals of improved instructional performance and student achievement.

Goal 5: The Board and Association recognize that discussing instructional performance can be a stressful and emotional experience for all parties. It shall be the common goal of all parties to maintain an open, constructive, and professional dialogue about instruction and student achievement.

Goal 6: The Board recognizes the need for instructional leaders to provide specific, written recommendations, intended to improve instructional performance and student achievement. Said recommendations might include, but are not restricted to, videos, books, conferences, articles, etc.

Goal 7: The Association recognizes the need to provide administrators with constructive feedback on their collective efforts at improving instructional performance and student achievement. To this end the Association will furnish the Superintendent the results of a teacher survey within one month

of the conclusion of each semester. Said surveys will be on the topics of ***teacher evaluation*** and ***instructional support***. The contents of this survey will be mutually agreed upon by the Association President and the Superintendent. This feedback should respect the right to privacy of individual teachers and individual administrators. To this end, teachers will complete the survey anonymously. Finally, the survey results will be discretely reviewed by the Superintendent and Association President, after which the results will become the sole property of the Superintendent.

Goal 8: The Board recognizes the difficulty in balancing discussions of the evaluation process while still respecting the privacy of all employees. To this end the Superintendent will provide a summary of the evaluation process to teachers within one month of the conclusion of the school year. The summary will include some common qualities that our “highly effective” teachers exhibit.

## **ARTICLE XVIII - PERSONNEL FILE**

A. Each teacher will have a personnel file in the Superintendent's office. It is the teacher's responsibility to see that the following information is provided to the Superintendent of Schools for this file and kept up to date:

- 1) Copies of all teaching certificates held
- 2) Transcripts of academic records
- 3) Credentials of his/her professional performance up to the date of employment in the Sand Creek Community School system

Once hired it is the responsibility of the teacher to see that he/she continues to be properly certified and meets all qualifications of his/her position. Should an emergency arise where a special certificate is needed and the State Department refuses to grant a special certificate, said teacher's individual contract with the district will automatically be terminated.

The teacher may, upon request of the Superintendent and in his presence, see copies of his/her transcripts, teaching certificates, and evaluations which have been made by his/her immediate superiors in the Sand Creek Community Schools. All other information is considered confidential and is not for personal review.

Recommendations for job advancement within the school system or outside the school system will be made when requested by the institution considering the teacher's promotion or employment.

B. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principal as soon as practical and preferably by July 15<sup>th</sup>. Every effort will be made to avoid reassignment of probationary teachers to different grade levels, unless the teacher requests such a change.

# **ARTICLE XIX - LAYOFF PROCEDURE & SENIORITY**

## **Staff Reductions / Recalls**

The topic of staff reduction and recall is a prohibited subject of bargaining. However, stated below is the current process used in the event of staff reductions and recalls.

All personnel decisions shall be based on retaining effective teachers in situations involving a staffing or program reduction or any other personnel decision resulting in the elimination of a position, as well as for hiring after such reductions / position eliminations or recall to vacant positions. Length of service or tenure status may only be considered by the administration when all other factors, as listed below, are considered equal amongst the potentially affected teachers.

The effectiveness of teachers shall be measured in accordance with the District's performance evaluation system developed under Section 1249 of the School Code, and the personnel decision shall be based on the following factors:

- A) Individual performance shall be the majority factor in making the decision, and shall consist of but is not limited to all of the following:
  - 1) Evidence of student growth, which shall be the predominant factor in assessing an employee's individual performance.
  - 2) The teacher's demonstrated pedagogical skills, including at least a special determination concerning the teacher's knowledge of his or her subject area and the ability to impart that knowledge through planning , delivering rigorous content, checking for and building higher level understanding, differentiating, and managing a classroom; and consistent preparation to maximize instructional time.
  - 3) The teacher's management of the classroom, manner and efficacy of disciplining students, rapport with parents and other teachers, and ability to withstand the strain of teaching.
  - 4) The teacher's attendance and disciplinary record, if any.
- B) Significant, relevant accomplishments and contributions. This factor shall be based on whether the individual contributes to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in his or her peer group and having demonstrated a record of exceptional performance.
- C) Relevant special training. This factor shall be based on completion of relevant training other than the professional development or continuing education that is required by the employer or by state law, and integration of that training into instruction in a meaningful way.

## Seniority:

### A. Definitions:

1. "Certification" shall be defined by the Department of Education, State of Michigan.
2. Highly qualified shall be defined by the Michigan Department of Education in accordance with the ESEA/NCLB
3. "Seniority" shall be defined as the teachers first working day in the school district. Seniority shall mean years of uninterrupted continuous service with the Sand Creek Community Schools. **A teacher's official date of employment for seniority purposes is the date the Board of Education votes on employment of that teacher. If two or more teachers are approved at the same board meeting, a drawing will be held to determine seniority ranking. In the circumstances needing a drawing,** the Association and bargaining unit members so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.

For purposes of seniority, a full time teacher teaching 75% or more of the semester shall receive full credit and those teaching 74% - 50% of the semester shall receive half credit. A half time teacher teaching 75% or more days per semester shall receive half credit and those teaching between 74% - 50% shall receive quarter credit.

4. "Continuous Service" shall be interrupted when a teacher resigns, retires, or is discharged. Continuous service shall not be interrupted by an approved leave of absence, lay off, or administrative service but seniority shall not accumulate while in this status. Seniority shall accumulate during an approved medical leave of absence and while on lay off with the understanding that seniority has no effect on increment.
5. "Major or Minor" will be determined by an accredited college or university transcript.

- B. In the event of layoff, written notice by certified letter to the teacher of lay off shall be sent to the teacher's last known address on file with the Board or by personal service by June 1. It shall be the responsibility of each teacher to notify the Board of any change in address. If financial conditions warrant additional layoffs, teacher will be notified at least thirty (30) calendar days prior to the date of layoff.

- C. The Board shall prepare a seniority list by certification and transmit a copy of same to the Association on or before the first day of May. If the Association is in disagreement on one or all parts of the seniority list, and if mutual agreement between the parties cannot be reached on the disagreement, the Association may use the grievance procedure within ten (10) working days of receipt of the seniority list. The parties agree to expedited arbitration as promulgated by the American Arbitration Association.
- D. If at some point the Board authorizes a recall of a laid-off teacher, the Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher, at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.
- E. The Board retains the right to determine the curriculum, scheduling of classes, and teaching assignments.
- F. If a teacher receives a layoff notice by June 1, collects unemployment pay over the summer recess period and is then recalled prior to the start of the next school year, they will be required to pay back to the school district the unemployment pay collected.

## **ARTICLE XX - STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance and control of discipline in the classroom.
- B. A teacher may exclude a pupil from a class for the day when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in class intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing each time or day a student is excluded from the classroom. The teacher will also contact the parents of the pupil involved and inform them of the particulars of the incident in a timely manner.
- C. Any case of assault upon a teacher shall be promptly reported to the Board of Education or its designated representative. The Board may provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, providing the teacher has complied with established administrative and board policies.
- D. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board may provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- E. Time lost by a teacher in connection with any incident mentioned in this Article may not be charged against the teacher if the teacher is found innocent of the charge.

## **ARTICLE XXI - MONETARY REMUNERATION**

**A. Duration:** The teacher compensation plan and fringe benefits of the Master Agreement will exist for a two year period of time.

- 1) The Board is desirous of having a two year contract with the HLCEA, SCEA, MEA/NEA complying with the above schedules. However, due to the Headlee Amendment, presidential guidelines, possible further decline in enrollment, etc., the Board reserves the right to the exclusive control of planning and implementing the districts education program-
- 2) The Board of Education disavows deficit financing, therefore, this plan has been mutually agreed upon by both the Board and Association and becomes an official part of the Master Agreement.
- 3) The teacher compensation plan (Professional Career Ladder) as negotiated is included below. The extra-curricular salary schedule may be found on the last pages of the Master Agreement.

**B. Career Ladder:** The Board and Association recognize the importance of a stable transition to the Professional Career Ladder.

- 1) No teacher will make less than they did in the 2012-2013 school year.
- 2) Henceforth, compensation will be determined by placement into one of the following professional career ladders:

**Bachelor's Ladder:**

Minimum = \$38,000

**Master's Ladder:**

Minimum = \$41,000

- 3) Teachers shifting from the Bachelor's Ladder to the Master's Ladder will have \$3,000 added to the base pay they accumulated on the Bachelor's Ladder (provided they have earned an "effective" score on their evaluations in the preceding three consecutive years). If a Master's Degree is earned before school starts, said teacher shall move directly to the Master's Ladder effective as of the first day of school in September. If earned after school starts, but before the beginning of the second semester of the college where the degree is earned, said teacher shall move to the Master's Ladder at the beginning of the Sand Creek Community School second semester at one-half the increase. Reimbursement will only be given for credits that are accompanied by B- or better grades. Teachers will be responsible for seeing that the Superintendent's Office has a copy of the

transcript(s) and diploma(s) before requesting a pay increase for any of the above positions earned on the scale-

- 4) Henceforth, all cumulative pay increases will be merit based and subject to “effective” evaluation ratings. Additionally, cumulative pay increases will be based on the condition of the fund equity, as reported by the C.F.O. at the conclusion of the fiscal year audit, and a teacher’s current placement on the professional career ladder (see #7).
- 5) Merit pay compensation awarded for “effective” evaluation ratings will be equally distributed to all members of a professional ladder as a percentage of the base for said category (see #7).
- 6) The Board recognizes the need to reward teachers who are rated “highly effective” and will award additional non-cumulative bonuses to those teachers (see #7).
- 7) The Association recognizes that good stewardship of the district is based on stable student enrollment and maintenance of suitable fund equity (FE). To this end the following formula will be used in order to determine performance based compensation:

0-3.99% FE =	Subject to Board Discretion
4-7.99% FE =	0.5% Cumulative for Effective Rating if BA < \$40,000 0.5% Cumulative for Effective Rating if MA < \$43,000 0.5% Non-Cumulative for Highly Effective Rating
8-9.99% FE =	1% Cumulative for Effective Rating if BA < \$44,000 1% Cumulative for Effective Rating if MA < \$47,000 1% Non-Cumulative for Highly Effective Rating
10-11.99% FE =	1.5% Cumulative for Effective Rating if BA < \$48,000 1.5% Cumulative for Effective Rating if MA < \$51,000 1.5% Non-Cumulative for Highly Effective Rating
12-13.99% =	2% Cumulative for Effective Rating if BA < \$52,000 2% Cumulative for Effective Rating if MA < \$55,000 2% Non-Cumulative for Highly Effective Rating
14-15.99% =	2.5% Cumulative for Effective Rating if BA < \$56,000 2.5% Cumulative for Effective Rating if MA < \$59,000 2.5% Non-Cumulative for Highly Effective Rating
16% & Up FE =	2.5% Cumulative for Effective Rating 2.5% Non-Cumulative for Highly Effective Rating

**C. Leave of Absence:** In order to be granted a semester increment a teacher must work 75% of that semester. The use of sick leave days and professional days as specified in the Master Agreement shall be counted as days worked in the Sand Creek Community Schools and shall apply toward a semester increment. A person taking an approved leave of absence for less than 25% of that semester will receive full credit for that semester in which the leave of absence was taken. The Board and/or Superintendent may, at their discretion, give credit while on leave. Each case will be decided on its own merit with special consideration given in the event of extenuating circumstances. Any decision concerning an increment cannot be considered precedent setting.

Any decision concerning leaves of absences cannot be considered precedent setting. Each case will be decided on its own merits. Determination of these cases are not to be a precedent for future leaves of absence and payment of increment for said leaves. Special consideration will be given to each person in the event of extenuating circumstances.

**D. ADDITIONAL CLASS:** 6-12 teachers may teach an additional class providing approval is granted by the Board. Reimbursement will be as follows:

1. Should the Board decide it is feasible and educationally sound to operate the high school on a six period day, the rate of reimbursement shall be 1/6th of the teacher's base pay.
2. Should the Board decide it is feasible and educationally sound to operate the high school on a seven period day, the rate of reimbursement shall be 1/7th of the teacher's base pay.
3. Should the Board decide it is feasible and educationally sound to operate the high school on an eight period day, the rate of reimbursement shall be 1/8th of the teacher's base pay.

Additional classes and class assignments can be made each year at the discretion of the Board. Teachers shall lose this additional compensation if the additional class assignment is deleted from his/her schedule at any time.

4. The hourly extracurricular rate of pay shall be \$22.25.

**E. Severance Pay:**

1. A teacher employed full time in the Sand Creek Community School system, Sand Creek, Michigan, for five (5) or more years, who has tenure status in the Sand Creek Community Schools, will be paid terminal leave at the rate of one half of a substitute's daily rate of pay at the time said teacher leaves the Sand Creek Community School system times the unused sick leave days the teacher has accumulated; limited to a maximum of one hundred (100) days earned.

2. All employees terminating employment with the Sand Creek Community Schools and who are eligible for a stipend for unused sick days, **shall have the opportunity to** participate in the Michigan Education Association Financial Services 19.3 plan. **The stipend payout method shall be the choice of the employee, either an employer contribution into each employees' tax sheltered annuity with the Paradigm Equities Inc. or a lump sum cash payout through payroll. If selecting the 19.3 plan, the employee must be enrolled in an individual 403 (b) plan, prior to retirement, by MEA Financial Services. The stipend, as defined in the master agreement, will be an employer contribution into each employees tax sheltered annuity with the Paradigm Equities Inc. or a cash payout through payroll, dependent on the employees preference.**
3. This clause cannot be considered retroactive and no severance pay will be granted to anyone who is discharged by the school system, with the following exceptions: should the job be eliminated due to changes in curriculum and/or forced cutbacks, the teacher or teacher(s) affected will receive severance pay as outlined above.
4. Teachers who are entitled to severance pay must apply in writing to the Superintendent of Schools for their severance benefits.
5. Benefits of a deceased employee shall be payable to his/her estate:

#### **F. SUBSTITUTE TEACHERS:**

##### **A. DAILY SUBSTITUTE'S RATE:**

A substitute teacher will be paid at the daily substitute rate as established by the Board of Education.

##### **B. EXTENDED LEAVE SUBSTITUTION:**

An extended leave substitute teacher who has a degree will receive the **long-term** substitute rate as established by the Board of Education for the days of consecutive work in that classroom.

##### **C. SUBSTITUTION BY CLASSROOM TEACHER:**

Teachers in grades 6-12, on a voluntary basis, will substitute teach during their preparation period. The compensation, for this voluntary participation, will be the teacher's choice of the following options:

1. One half of a sick day, to be added to the teacher's accumulated sick day total at the end of the school year, for every four (4) periods of substitute teaching.
2. \$15.00 for each period of substitute teaching, which will be paid at the end of the school year (approximately June 28th).  
For those teachers choosing option 1, the remainder of periods over a multiple of four (4) will be paid under the conditions of option 2 or, at the teacher's discretion, carried over to the next year.

**G. PROFESSIONAL EDUCATION CERTIFICATE ASSISTANCE:** The Sand Creek School Board of Education agrees to financially assist teachers obtaining their initial Professional Education certificate from the State of Michigan by reimbursing their tuition at a rate of \$150 per credit hour. This reimbursement rate will be effective for:

- 1) Classes taken after January 1, 2013.
- 2) Classes taken before December 31, 2012 and after June 1, 2008 will be reimbursed at the rate of \$50 per credit hour.
- 3) No financial reimbursement will be made for those teachers already possessing a Professional Education certificate.
- 4) The maximum amount of the tuition reimbursement for each teacher will be \$2,700 or 18 credit hours, or up to the completion of teacher's Professional Education Certificate.

Reimbursement will be made after ALL the following items have been submitted to the superintendent's office within 60 days of course completion:

- 1) A transcript showing an earned grade of a "B" or better.
- 2) A letter from the teacher stating that courses taken comply with the most up-to-date requirements for obtaining the initial Professional Education certificate from the State of Michigan.

## **ARTICLE XXII RETIREMENT**

Employees covered under this master contract are requested to notify the Board of Education of his/her retirement intentions no later than December 1 or April 15.

### **RETIREMENT INCENTIVE FOR MEMBERS WITH LESS THAN THIRTY (30) YEARS OF SERVICE**

1. To be eligible to receive the retirement incentive, the employee must be an employee of the Sand Creek School system for seven (7) years, the employee must be presently on the highest step of the salary schedule and be eligible, make application for, and be accepted to receive retirement benefits from the Michigan Public School Employees Retirement System (MPERS) commencing at the conclusion of the school year.
2. To be eligible to receive the retirement incentive, the employee must, not later than December 1 for retirement at the end of the first semester or April 15 for retirement at the end of the year, submit to the Superintendent of Schools a written resignation for the purpose of retirement effective at the conclusion of the school year.

3. The notice by the employee shall be contingent upon meeting the eligibility requirements of the MPSERS, including eligibility based upon the purchase of the universal service credit by the employer. Proper application to purchase the universal service credit shall be made by the employee to MPSERS by April 15th. Subject to applicable contribution limits under the Internal Revenue Code (the "IRC"), the Board shall make a non-elective employer contribution into the (Prudential 11.65) 403b Plan offered by the MEA Financial Services on behalf of each eligible employee no later than May 1<sup>st</sup>. Any contributions that exceed the Section 415© limits shall be deposited no later than January 15<sup>th</sup> of the following year.
4. The purchase of universal service credit on behalf of the employee by the district under this incentive is limited to the net actuarial cost of such universal service credit, as determined by MPSERS.
5. The board shall purchase, on behalf of the employee, up to two (2) years of universal service credit in the MPSERS, as defined in Section 81 of PA 300 of 1980, as amended. This benefit is not intended for employees who do not need to purchase years to be eligible for full retirement under the MPSERS requirements. For example: An employee 60 years or older who meets the year requirement is not eligible for this benefit.
6. To be eligible to receive this retirement incentive, the otherwise eligible employee must execute an acknowledgment and release acknowledging that he/she voluntarily elected to retire from his/her employment with the school district and receive the retirement incentive as additional consideration for retirement and fully releasing the school district, the Board and the Association, and their agents, officers and employees from any and all claims, demands, and/or causes of action which he/she has pursuant to the Federal Age Discrimination in Employment Act or the Michigan Elliott-Larsen Civil Rights Act by reason of his/her retirement and receipt of the retirement incentive. A copy of the acknowledgment and release (Appendix A) is incorporated herein by reference.
7. The offer of this retirement incentive is intended by the parties hereto as an additional benefit and consideration for those employees who elect to voluntarily retire and receive benefits from the Michigan Public School Employees Retirement System. The offer of this retirement incentive is limited to those employees who elect to voluntarily retire effective at the conclusion of the school year and who comply with the eligibility requirements as set forth herein.
8. Employees eligible for the retirement incentive described above do not have the option of receiving the amount of money representing the employer's purchase of universal service credit as a direct payment to the employee in lieu of the employer's payment into the (Prudential 11.65) 403b Plan offered by MEA Financial Services.

# **ARTICLE XXIII RETIREMENT**

## **RETIREMENT INCENTIVE FOR MEMBERS WITH THIRTY (30) OR MORE YEARS OF SERVICE**

1. The Board shall make payment to each employee on the following basis for each year of service credit:
  - 30 YEARS - \$400 PER YEAR
  - 31 YEARS - \$375 PER YEAR
  - 32 YEARS - \$350 PER YEAR

An additional \$25 will be deducted for each year taught.

2. Payment shall be made on the first day of the last month worked or within five (5) days of notice, if notice is given the first day of the last month worked.
3. The employer's payment shall be reported as part of the employee's gross income subject to taxes.
4. Employees planning to receive this plan benefit shall give written notice of intent no later than December 1, for retirement at the end of the first semester and no later than April 15, for retirement at the end of the school year.
5. To be eligible to receive the retirement supplement stipend, the otherwise eligible employee must execute an acknowledgment and release acknowledging that he/she voluntarily elected to retire from his/her employment with the school district and receive the retirement supplement stipend as additional consideration for retirement at this time and fully releasing the school district, its Board of Education, the Association, and their agents, officials and employees from any and all claims, demands, and/or causes of action pursuant to the Federal Age Discrimination in Employment Act or the Michigan Elliott-Larsen Civil Rights Act by reason of his/her retirement and receipt of the retirement supplement stipend. The acknowledgment and release shall also acknowledge the employee's responsibility for any and all tax consequences and liability resulting from payment of the retirement supplemental stipend. A copy of the acknowledgment and release (Appendix B) is incorporated herein by reference.

# APPENDIX A - RETIREMENT INCENTIVE

## ACKNOWLEDGMENT AND RELEASE

I. \_\_\_\_\_, hereby acknowledge and affirm that I have voluntarily elected to retire at the conclusion of the \_\_\_\_\_ school year and commence my retirement benefits from the Michigan Public School Employees Retirement System (MPSERS). In exchange, I receive a retirement incentive from the school district in the form of the employer's purchase of \_\_\_\_\_ years of universal service credit on my behalf.

I hereby release the Sand Creek Community Schools, its Board of Education, the Association, and their agents, officials and employees for any and all claims, demands and/or causes of action under the federal Age Discrimination in Employment Act or the Michigan Elliott-Larsen Civil Rights Act by reason of my retirement and acceptance of the retirement supplement stipend. I acknowledge that I have had at least forty-five (45) days to consider my decision to retire and receive this retirement incentive, and that I have had the opportunity to consult with legal counsel, Association representatives and/or others regarding this decision and have elected to retire voluntarily.

I have seven (7) days from the date following my signature below, to revoke my decision to retire and this acknowledgment and release.

Employee \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

# APPENDIX B – RETIREMENT SUPPLEMENT STIPEND

## ACKNOWLEDGMENT AND RELEASE

I, \_\_\_\_\_, hereby acknowledge and affirm that I have voluntarily elected to retire at the conclusion of the \_\_\_\_\_ school year and commence my retirement benefits from the Michigan Public School Employees Retirement System and receive the retirement supplement stipend of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) from the school district as additional consideration for my retirement at this time. Thus, I hereby release the Sand Creek Community Schools, its Board of Education, the Association, and their agents, officials and employees for any and all claims, demands and/or causes of action under the federal Age Discrimination in Employment Act or the Michigan Elliott-Larsen Civil Rights Act by reason of my retirement and acceptance of the retirement supplement stipend. I acknowledge that I have had forty-five (45) days to consider my decision to retire and that I have had the opportunity to consult with legal counsel, Association representatives and/or others regarding this decision and have elected to retire voluntarily. Further, I acknowledge responsibility for any and all tax consequences and liability as a result of the payment of the retirement supplement stipend.

I have seven (7) days from the date following my signature below, to revoke my decision to retire and this acknowledgment and release.

Employee \_\_\_\_\_  
Date \_\_\_\_\_  
Witness \_\_\_\_\_  
Witness \_\_\_\_\_

## **APPENDIX C – Approved Provider List**

- |  |                           |
|--|---------------------------|
| 1. American Funds/Capital Bank & Trust Company | Signed Agreement Received |
| 2. Farm Bureau Insurance Company               | Signed Agreement Received |
| 3. Gleaner Insurance Company                   | Signed Agreement Received |
| 4. Mass Mutual Life Insurance Company          | Signed Agreement Received |
| 5. MEA Financial Services/Paradigm             | Signed Agreement Received |
| 6. AIG Valic                                   | Signed Agreement Received |