

MASTER CONTRACT

BETWEEN THE

SWARTZ CREEK EDUCATION ASSOCIATION

AND THE

BOARD OF EDUCATION

OF THE

SWARTZ CREEK COMMUNITY SCHOOL DISTRICT

2006-2008

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CONTRACT

SWARTZ CREEK COMMUNITY SCHOOLS

BOARD OF EDUCATION

SWARTZ CREEK EDUCATION ASSOCIATION

This agreement entered into this 15th day of August 2006 by and between the Board of Education of the Swartz Creek Community School District, Swartz Creek, Michigan, hereinafter called the "Board" and the Swartz Creek Education Association, hereinafter called the "Association".

W I T N E S S E T H

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

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

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

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

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to put in writing;

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Representation

1. RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Act 336 of the Michigan Public Acts of 1947, as amended, for all professional personnel performing 40% or more of school time as classroom teachers. This would include by way of illustration, but not by way of limitation, counselors, media specialists, psychiatrists, psychologists, social workers, librarians, speech therapists, hearing therapists, visiting teachers, advising or critic teachers, teachers of the homebound or hospitalized, attendance officers, school nurses. Only schedule F will apply to full-time or regular, part-time adult education, alternative education or high school completion teachers or counselors employed by the Board (whether or not assigned to a public school building). The positions above include personnel on tenure, probation and on per diem appointments who teach twenty (20) or more consecutive school days in the same assignment, but excludes supervisory and executive personnel engaged in direct administration and supervision of professional personnel. The term "teacher" when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of the Agreement or until a representation election is held.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws, Michigan Teacher Tenure Law, or any other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Both parties accept, as part of this agreement, the Teachers' Personnel Policies pertaining to wages, hours, terms and conditions of employment as amended as of the ratification of the Master Contract by the Board, with the understanding that any of the policies concerning wages, hours, terms and conditions of employment will be open for review and negotiations along with the Master Contract as provided for in Article XI of this agreement.

2. PROFESSIONAL REPRESENTATION

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the last regular salary check of the teacher each month for ten months, beginning in September and ending June of each year. Deductions for teachers employed after the commencement of the school year shall be at the same rate as full year teachers on a pro-rata basis according to months worked.
- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty days from the date of commencement of teaching duties, shall as a condition of employment pay as a representation fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the Association, to the NEA and the MEA, provided however that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A of the article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Paragraph A, the Board shall when notified by the Association cause the termination of employment of such teacher at the close of the semester, except that, a teacher who challenges the legality of the Agency Shop as it pertains to public employees shall be continued in the employment of the Board pending outcome of all rights of appeal. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment. In the event that the provisions of the Agency Shop are held to be legal such teacher shall be released at the close of the semester in which such determination is made unless such teacher shall render to the Association an amount equivalent to the appropriate back representation fees as it relates to that teacher.
- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent representation fees, the Board agrees promptly to remit to the Association that portion allocated to the Association and to remit the balance for both the MEA and the NEA, to the Michigan Education Association, 1216 Kendale Boulevard, Box 2563, East Lansing, Michigan 48826, accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

- D. The Board shall refrain from rehiring those teachers successfully terminated pursuant to this Article who refuse to join the Association or pay a representation fee after said teacher has exhausted all of his legal remedies and the termination has been upheld.
- E. In any action brought against the Board and/or its members and agents operating within the scope of their office or employment by a teacher who fails to join the Association or pay a representation fee pursuant to this Article, the Association agrees to defend the Board and/or its members and agents in such action at the Association's expense and through its counsel provided that timely notice of said action is given to the Association.

Service on the Association may be accomplished by personal service of the summons and/or complaint on the Association President by an agent of the Board or by sending a copy of the aforementioned documents by certified mail to the Association at the local Michigan Education Association office.

The Board agrees to cooperate with the Association and its counsel in securing and giving evidence, making witnesses available for testifying, and making relevant information available at both trial and appellate levels.

The Association agrees to indemnify and hold harmless the Board and/or its members and agents from any liability for damages and costs imposed by a judgment of a court or administrative agency, which results from the Board's compliance with this Article.

ARTICLE II

Management Rights

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

ARTICLE III

Negotiation Procedure

1. NEGOTIATIONS

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

ARTICLE IV

Grievance Procedure

1. PROBLEM SOLVING PROCEDURES

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

- B. This article is not intended as a substitute for procedural rights under the Tenure Act. Though not absolutely necessary, it would be both professional and helpful to inform your immediate supervisor or supervisors of your intent to appeal to the next highest official by providing them with a copy of your appeal to that person. The teacher may, if he wishes, send a copy of the correspondence to the next highest official, when presenting problems to immediate supervisor.
- C. Any problem must be filed within 45 school days of the occurrence or reasonable knowledge thereof. Probationary teachers hired after August 1, 2004 have no access to the following grievance process beyond the Board level in regards to dismissal due to an unsatisfactory evaluation.
1. FIRST STEP: (Elementary) Elementary Principal
(Secondary) Secondary Principal
(Adult High School) Director or Designee

Beginning with the first step:

- a. If on any occasion when an administrative official fails to respond to a problem in the designated time limit, the problem will be automatically advanced to the next step.
- b. If any administrator in the line of problem solving finds that he is not in a position to solve a problem, he will initial the written record and forward immediately to the next higher supervisor.
 1. Teacher presents problems to immediate supervisor. (If a problem involves more than one school building, it may be filed directly at the second step.)
 2. Immediate supervisor interviews teacher and makes a written record.
 3. Immediate supervisor gives decision to teacher in writing, within three (3) school days after receipt of problem, keeping written record of such decision.
 4. Problem is considered settled if written appeal is not filed within three (3) school days after receipt of written decision.

2. SECOND STEP - Superintendent or Designate

Beginning with the second step:

- a. The teacher may be represented by at least one and not more than four persons of his choice to assist in obtaining a solution to the problem.
- b. Such records as the teacher shall feel beneficial to the solution of the problem will be provided.
- c. Such records as the teacher and his representative feel beneficial to the solution of the problem will be available to the Association except in cases where the teacher himself requests that the records not be given.
- d. The final answer to the problem at each step will be available for examination by the Association.
 1. Teacher appeals decision in writing to next higher official.
 2. Superintendent or designate calls all persons together who are concerned with problem and keeps written record.
 3. Superintendent or designate considers all the facts and gives his written decision to all concerned within 5 school days after receipt of the problem.

4. The teacher is considered satisfied if no written appeal is lodged within 5 school days after receipt of written decision.

3. THIRD STEP - Board Level

- A. Any teacher, group of teachers, or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board or any other provisions of law relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board. The Board hereby designates as its representative for the receipt of such grievances the Superintendent of Schools.
- B. Nothing in this Article is designated to prevent informal contacts between the Administration and the Negotiating Team of the Association in attempts to resolve the grievance.
- C. A "grievance" is herein defined as any problem concerning wages, hours, terms or conditions of employment not satisfactorily solved in so far as the member or the Association is concerned after completion of steps 1 and 2 in the problem solving procedure above.
 1. Teacher exercises his right of appeal to the Board through the Association.
 2. The appeal is made in writing and explains in detail all aspects of the problem in question. A meeting with the Board will be arranged by the Superintendent and the decision will be limited to facts as presented in written appeal.
 3. Within seven (7) calendar days of receipt of the grievance, members of the Board numbering not more than seven (7) shall meet with the Negotiating Team of the Association numbering not more than nine (9) in an effort to resolve the grievance.
 4. If the facts are in dispute or additional information is necessary, the affected party or parties or their representative as deemed necessary by either the Board or the Association will be invited to attend a fact-finding meeting prior to the above final meeting of the grievance committee.
 5. Within 15 calendar days after the meeting outlined in Step 3, Paragraph 3, the Board shall pass upon the grievance. Its decision will be made in writing to the Association and to any specific teachers involved.

4. FOURTH STEP – Arbitration

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

- B. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation, misapplication, or misinterpretation of the specific articles and sections of this Agreement.
1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. He shall have no power to establish salary scales or change any salary as specified in the Agreement.
 3. He shall have no power to rule on any of the following:

The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
 4. He shall have no power to change any practice, policy, or rule of the Board unless such practice, policy or rule is an alleged violation, misinterpretation, or misapplication of the express articles or sections of this Agreement. It is understood that any matter not specifically set forth in the Agreement remains within the reserved rights of the Board.
- C. Both parties agree to be bound by the decision of the arbitrator if the award is within his authority as specified in this Article. It is further agreed that either party may appeal the arbitrator's decision or award to a court of competent jurisdiction or refuse to be bound by said award or decision if the arbitrator has exceeded his authority or if there is evidence of fraud.
- D. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- E. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolved.

ARTICLE V

Association Rights

1. TEACHER RIGHTS

- A. Pursuant to Act 336 of the Michigan Public Acts of 1947, as amended, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiating and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 336, as amended, or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment specified by this contract.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off the school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.
- C. The Board will make available an unused space, deemed suitable by the Association, for office space. In addition the Board will assist the Association to obtain telephone facilities at a location mutually agreed upon and at the Association's expense.
- D. The Board agrees to furnish the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, and complete studies in respect to hours, wages, and terms and conditions of employment.
- E. Any unusual or peculiar mode of dress causing concern will be brought to the attention of the individual teacher involved. A teacher's personal appearance should be consistent with the standards of his own profession. Any questions involving the basic standards for the Swartz Creek Community Schools should be referred to the teacher's building principal.

- F. A teacher shall be entitled to be represented by the Association and/or have present a representative of the Association in any matter dealing with employer-employee relationships. No action shall be taken with respect to the teacher until representation is present, if requested.

Any complaint, by a parent or a student, directed toward a teacher shall be called to the teacher's attention within five (5) working days after said complaint has been brought to the attention of the Administrator. Teachers shall not be disciplined in the presence of parents and/or students.

- G. The Board agrees to make a reasonable effort to provide teachers with adequate parking facilities. The Board will continually strive, within its economic means, to maintain and improve, where necessary, these facilities.

H. Academic Freedom

1. The parties seek to educate young people in the democratic traditions, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution, and to install appreciation of the values of individual personality consistent with the general welfare of the social district and the community.
 2. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed, both to safeguard the legitimate interests of the schools and to exhibit, by appropriate examples, the basic objectives of a democratic society.
 3. Teachers shall maintain a strictly non-political and non-sectarian position in the classroom. Schools shall not be used to advocate any political or religious position, sell tickets, or in other ways to conduct any activity which might be considered partisan in nature. Included herein, and specifically recognized by the Association, shall be any discussion of issues which may be present in the collective bargaining relationship between the parties. The foregoing shall not affect proper discussion of election procedures and forms of government.
- I. Any material in a teacher's file shall be for reasonable cause and a copy shall be given to the teacher at the time it is placed in his file. The teacher may attach a letter of clarification.

2. JUST CAUSE AND DUE PROCESS

- A. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause except as noted under Article IV 1 C for probationary teachers hired after August 1, 2004.
- B. Just cause shall be established when all of the following conditions are met.
1. The rule or managerial order must be reasonably related to:
 - a. the orderly efficient and safe operation of the Board's business and
 - b. the performance the Board might properly expect of the teacher.

2. The Board shall apply all rules, orders and penalties evenhandedly without discrimination.
 3. The degree of discipline administered by the Board in a particular case shall be reasonably related to:
 - a. the seriousness of the teacher's proven offense and
 - b. the record of the teacher in his service to the school district.
- C. Due Process shall be followed in establishing just cause. Due process herein contained includes at least the following:
1. The Board will give the teacher advance warning of the possible or probable disciplinary consequences of his conduct.
 2. The teacher shall be informed of his right to have an Association representative present and his right to have the Association represent his interests in all stages of the investigation of a complaint.
 3. The teacher shall have the right to timely written notice of any complaint from which disciplinary action may develop.
 4. The Board, before disciplining the teacher, shall make a reasonable effort to discover whether the teacher did in fact violate or disobey a proper rule of management.
 5. The Board's decision to take disciplinary action shall be based on substantial evidence or proof.
 6. The teacher shall have the right to appeal all discipline through the grievance procedure.
- D. All information forming the basis for disciplinary action shall be made available to the teacher and the Association.

3. RELEASED TIME

- A. Released time will be granted for NEA, MEA, or other conferences for the President, negotiating chairman, or other members of the Association on specific occasions when it is mutually agreed to by the Association and the Board as being necessary and in the best interest of the school district and the Association.
- B. The Board may, upon request, provide released time for Association meetings during institute, semester and final exam time or at other times that school is dismissed but teachers are on duty.
- C. The Association President shall be released for the purpose of administering this agreement as follows:
 1. If the President is a secondary teacher, the Board will assign him one less class period per day. His preparation and released time will be scheduled contiguously.

2. If the President is an elementary teacher, the released time will be provided on the basis of one day per week or any variation of this regular daily schedule mutually satisfactory to all parties.
 3. Any released time as defined in C above, when granted, shall be on a basis which obligates the Association to provide an equal amount of time for such mutually advantageous activities as public relations, civic, and community affairs providing such time can be scheduled by mutual agreement.
 4. The Board will assume the payment of any retirement contributions required to maintain full retirement credits for the released time President or; if said payment is not allowed, the Board will remit a like amount to the Association. (Like amount includes both employer and state contributions.)
 5. Alternative compensation or release time may be agreed to by both parties on an annual basis.
- D. All negotiation sessions between the Board and the Association shall be held outside the school day.
- E. Released time for Association business not including negotiations, shall be provided in the amount of one (1) such day for every ten (10) teachers. The Board shall pay the costs of the first half of the total number of such days. Any additional Association days under this formula shall be granted only if the Association assumes the costs of the pay for substitutes involved.
- F. The parties agree that a teacher appointed to a State or Federal Committee as a consultant directly related to his teaching field shall be granted leave to attend necessary meetings. A teacher attending such meetings agrees to permit a deduction from his salary in an amount equivalent to the pay of his substitute teacher.
- G. Any Association member necessary for the processing of a grievance at arbitration shall be released for any arbitration hearing held during school hours.

ARTICLE VI

Remuneration

1. **SALARY**

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

2. **OUTSIDE EXPERIENCE**

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

3. SALARY ADJUSTMENTS FOR TRAINING AND/OR EXPERIENCE

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

Hours taken after receiving a degree, other than toward an advanced degree, must be related to the teaching field. It is the teacher's responsibility to furnish proof of hours completed. Only credits earned after receiving a degree will be counted toward the next bracket on the salary scale. Course work must be accredited by a college or university with state or national accreditation

- C. It will be the responsibility of the teacher to initiate any adjustment in salary because of additional training. All contract adjustments will be dependent upon a complete transcript showing date, degree received, and dates of subsequent courses taken.
- D. Experience credit will be equated to full-time teaching only and documentation of employment will be necessary. Once a teacher has established a valid experience credit, the Board shall automatically advance for experience in subsequent years.
- E. Full experience credit shall be granted for any semester in which a teacher works 50% + 1 of the scheduled student days.
- F. Voluntary Deductions
 1. Group insurance for hospitalization and loss of time: deductions are made the second payroll of each month.
 2. Flint Area School Employees Credit Union: deductions are made every payroll. Deduction statements shall be limited to one declaration and two changes--one during each semester.
 3. Dues to professional organizations.
 4. U.S. Government Bonds.
 5. United Way Contributions.
 6. Teachers' benefit funds.
 7. Other deductions as approved by teacher and administration. Representation Fees, Service Fees, and Assessments.
 8. Deferred Annuities
 9. Employee paid tax deferred MPSERS Payments

G. Deductions Because of Absence from Work

1. Any absence not covered in Article IX of this contract or Section II of the Policies, will be deducted at the rate of one/contract days.
2. The deduction procedure for inclement weather will be followed (Article IX, Inclement Weather).

H. Substitute Teachers

Substitute teachers teaching more than twenty (20) consecutive school days in the same assignment shall be paid \$90 per day. Substitute teachers, in a single assignment of more than 60 days duration, shall be compensated based on current State law. Teachers will be allowed to miss one day without interrupting the 20 consecutive days. Said teachers will be provided an individual contract which is attached as Schedule E.

4. FRINGE BENEFITS

A. Hospitalization

1. During the open enrollment period, teachers must sign on for various health insurances. Teachers hired prior to the 2006-2007 school year shall have the choice of Option 1 or Option 2 each year. All new employees hired for the 2006-2007 school year and thereafter will participate in Option 2. Forms will be available in each building for teachers who wish to update their insurance. The options are:

Option 1:

Current Swartz Creek plan with the following changes:

\$100 per person deductible

\$300 per family deductible

Co-pays for prescriptions:

\$0 for mail-ins

\$5 for generic

\$10 for formulary

\$20 for brand

Option 2:

Swartz Creek PPO

\$0 per person/family deductible

Co-Pays for prescriptions:

\$0 for mail-ins

\$5 for generic

\$10 for formulary

\$15 for brand

2. Health insurance up to full family shall be paid by the Board using one of two options under the Swartz Creek Plan amended under Schedule K and as specified in the MEBS Summary Plan Description of Medical Care Benefits dated/revised 2006-2007 school year (which is comparable to the MESSA Summary of Benefits as of July 1, 1998). There will be a transition fund totaling \$1,000.00 set aside to cover any late fees or penalties as a direct result of delays of payment from the third party administrator (MEBS). Dental and vision programs and services will be provided under Schedule L

and the Vision and Dental Benefits Guide dated/revised/amended for the 2006-2007 school year (which is comparable to the Delta Dental Care Plan E with Orthodontic Rider 007 and MESSA VSP 3 Vision Care) for teachers and their eligible dependents. The union and the administration will maintain an oversight committee to monitor the health care program along with the dental and vision plans as to their overall effectiveness. The committee will meet as needed. Any life insurance included in a health care policy will be offset against the life insurance included in the group life insurance policy.

- B. Teachers not electing health insurance coverage under Section A above shall be eligible to receive \$3,500.00 per year paid in monthly installments of \$291.68 cash in lieu of health, with payments beginning in October of each school year spread over 24 pays. Payments will cease upon resignation or termination.
- C. Full payment of \$45,000 AD & D convertible group term life insurance, with waiver of premium, on all teachers.

D. Long Term Disability

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

1. 66 2/3% of annual salary with a monthly maximum benefit sufficient to meet the 66 2/3% guarantee. Basic monthly wages to be annual contract salary divided by 12.
2. 45 calendar days or accumulated sick leave, whichever is greater.
3. Maximum income period:
To age 70 in conformance with federal rules on age discrimination.
4. Disability benefit offsets:
 - a. Family social security disability benefits
 - b. Workers' Compensation
 - c. Other group disability plans
 - d. Michigan Public Teachers Retirement Act
5. Integration with Social Security to be frozen at the level of benefits which exists at date of disability.
6. Pre-existing conditions to be covered without restriction.
7. Mental and nervous disorders to be covered without restrictions in or out of the hospital, the same as any other disability.
8. Rehabilitation clause - 50% offset maximum up to 24 months minimum adjusted benefits - 10%.
9. Successive periods of disability separated by less than six months recovery will be construed as the same disability and benefits will resume immediately without a new elimination period - same or related cause(s).
10. Illness and/or disability related to childbirth will be covered as other illness.
11. Annual cost of living improvement to a lifetime maximum of twenty (20) percent.

E. Requested Leave

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

ARTICLE VII
(This Article does not Apply to Adult Education)
Teaching Duties

1. **TEACHING RESPONSIBILITY**

A. Work Day

1. Each employee shall be responsible to work the following hours required to accomplish his total teaching assignment, inclusive of being at their assigned area at the official beginning of each work day.
2. The employee work day will consist of those hours as depicted on Schedule D of this contract.
3. Each non-classroom teacher shall be in his place of assignment for 7 hours and 18 minutes per day, including a 1/2 hour lunch period.
4. Lunch periods will be scheduled by the administration. Each teacher is entitled to a duty-free lunch period. The Association recognizes that because of particular differences in each building that the duty-free lunch period may vary in time of scheduling. In no event shall the lunch period be less than (30) minutes.
5. In elementary schools teachers will supervise pupils at noon until they reach the cafeteria. In the elementary school, staff, other than teachers, will provide playground supervision. In case of an emergency, the building principal may assign teachers to help cover the period of emergency.
6. High School and Middle School teachers may be assigned noon-hour supervision as one of their teaching or supervision periods and assigned an earlier or later lunch period equivalent to other teachers.
7. High School and Middle School teachers' schedule shall consist of 6 hours and eighteen minutes of teacher and conference periods which shall not exceed a time span of 7 class periods.
8. Teachers recognize the conference period as part of their regular working day. This time shall be used for professional responsibilities which shall include by way of illustration and not by limitation, such as:
 - a. Lesson plan and preparation
 - b. Correction of examinations or papers
 - c. Conference with students and parents
 - d. Conferences with building principal or other auxiliary school personnel
 - e. Consultation during this time unless given permission to leave the building by immediate supervisor.
9. The Association recognizes that the above may require, on a limited and equitable basis, attendance after normal school hours at teachers' meetings, open houses and prearranged parent-teacher conferences. If a teacher has a previous commitment, he shall establish an alternate time and date for the above items.
10. Elementary teachers will not be required to count lunch and milk money.

B. Teacher Accountability

1. The teacher shall accept a professional responsibility for the education of those children assigned to him.
2. The teacher shall prepare and present to the students under his charge such instruction as shall be appropriate in accordance with grade or ability level and subject area.
3. The teacher shall refer students with special problems to appropriate special personnel through established channels.
4. The teacher shall keep accurate records of attendance and achievement.
5. The teacher shall make periodic reports of pupil progress.
6. The teacher shall pay due regard to physical conditions affecting pupil progress and report such conditions as interfere with learning.
7. Teachers shall use good judgment in safeguarding school materials, equipment, and facilities assigned to them and will make reasonable efforts to conserve on teaching supplies related to the classroom.
8. Upon request of the administration, each teacher shall attend staff meetings which shall not exceed four per month. Such meetings will be scheduled one week in advance. All teachers, unless excused by the administration, shall attend each scheduled staff meeting and failure to do so will result in a deduction of 1/2000 of the BA, step 0 salary for each scheduled meeting missed. No penalty will be assessed for not attending meetings not scheduled one week in advance.
9. Teachers shall use good judgment in the supervision of students during the entire school day. This includes activities in all school areas, such as, cafeterias, halls, lavatories, playgrounds, assemblies, and other places where students may congregate and be observed by said teacher during the normal school day. Teachers will encourage good housekeeping practices in the halls, respective classrooms, and their lounge.

- C. Bargaining unit members, with the exception of the school nurse, will not be expected to perform any unusual school health duties related to the medical condition of a student.

To assist a student needing medical attention, volunteers may be solicited from the teaching staff. If this responsibility is assumed by a volunteer, training will be provided.

2. TEACHING LOADS AND ASSIGNMENTS

A. Class Load

The normal weekly teaching load in the Middle and High Schools will be 26 hours and 55 minutes teaching periods or supervision periods and five conference periods. The normal weekly teaching load in the elementary schools will be based on a school day with a maximum of 27 hours and 20 minutes teaching students per week. The daily teaching load shall consist of six teaching and/or conference hours. All student scheduled time for art, music, physical education and recess shall be assigned as teacher conference and/or preparation time.

B. Teacher Assignment

1. Teachers will be assigned in the area of their teaching certificate, or within their major or minor area of study except in cases of emergency and for good cause. No new teacher shall be employed except for good cause for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional, permanent or life certificate.
2. The Board agrees to give tentative notice of teaching assignment to an individual teacher upon request by July 1. Should it become necessary to change a tentative assignment, the teacher will be notified as soon as the change is known.
3. Assignments outside of the regular day: adult education, coaching, etc. shall not be obligatory, but shall be with the consent of the teacher.
4. Extra curricular activities should be assigned before contracts or employment notices when possible. Such extra activities shall have written notification.

C. Change in Assignment

1. Teachers affected by a change in the building, grade or class assignment due to changing enrollment or available building facilities shall be consulted by the Director of Personnel immediately.
 - a. Such changes shall be voluntary to the extent possible.
 - b. In case of a building closing, affected teacher shall be reassigned in order of the greatest seniority. Said reassignments shall occur prior to those transfers in number 2 below.
2. Open positions shall be filled in the following order:
 - a. Teachers holding a return right because of an involuntary transfer under number 3 below shall have first right to return to an opening. Should more teachers hold return rights than there are open positions the teacher with the greatest seniority shall be awarded the position or a position of like nature.
 - b. Teachers being transferred under number 3 below.
 - c. Teachers returning from leave shall be offered their position or a position of like nature.
 - d. Requests for voluntary transfers shall be honored.
3. If transfers are necessary to effectuate a building staff reduction, the following guidelines will be used.
 - a. District seniority will be used to determine which teacher must be transferred.
 - b. For purpose of said transfer any teacher who had previously been an administrator, shall be credited with seniority only from their return to the bargaining unit. This provision does not remove any previously frozen seniority for purpose of layoff and recall.
 - c. Any teacher involuntarily transferred under this provision shall have first right to return to his/her previous building should a vacancy arise.

- d. Voluntary transfers to effectuate a building reduction will be accepted, provided said teacher's schedule can be covered by remaining building staff. Any teacher agreeing to said voluntary transfer shall hold building return rights under number 2-a. above.
- e. Seniority for the purpose of this section shall be as defined in Article X- A except as noted in (b) above.

D. Teacher Transfers

1. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing on forms furnished by the Board, which shall be filed with the Director of Personnel. For vacancies occurring during the year, the application should be filed by October 15. For vacancies occurring at the end of the year, the applications should be filed by May 1. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests should be renewed each year to assure active consideration by the Board.
2. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Director of Personnel in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current year at which time transfer requests will be given preferred consideration. The final decision will be made by the Superintendent or his designate. If a vacancy occurs with enough advance notice, the Director of Personnel shall post the vacancy and accept applications for that position regardless of date.
3. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises, the Director of Personnel shall promptly post notice of same on a bulletin board in each school building for no less than two weeks before the position is filled, and notify the Association of such vacancy.
4. The Association recognizes that non-classroom assignments not including counselors, librarian/media specialists, psychologists and social workers may require specialized skills and qualifications not solely addressed through selection of candidates by seniority. Development and awarding of such vacancies will be done through collaborative processes agreed upon by the Association and the Administration. Seniority, certification and qualifications will be considered. When a current SCEA member applies for, but does not possess qualifications deemed necessary for the position, other applicants will be considered valid candidates for the non-classroom vacancy. In the event of staff reductions, district seniority will apply. Should SCEA layoffs occur, non-classroom positions covered in this article will be eliminated prior to classroom positions.

E. Class Size

1. The parties agree that the class sizes shown in Column A below, represent the point at which most effective learning can take place and that attempts shall be made to reduce class sizes toward these goals. They further agree that class sizes as shown in Column B below represent the point above which effective learning is inhibited and that all reasonable effort shall be made to avoid scheduling classes larger than these figures. Whenever the administration is faced with a choice, the first emphasis to reach the goals as stated in Column A shall be in the lower elementary grades.
2. The Board agrees to make a reasonable effort to distribute equally the number of pupils in each grade within the same building. The Board shall make every effort to distribute both repeaters and special education students in the most equitable manner so that teachers do not end up with a disproportionate number within the same classroom. Split grades shall be scheduled only with the mutual consent of the Board and the Association. The Board and the Association agree to establish a committee to develop guidelines for the operation of and assignment of students to alternative classrooms. Said committee will be made up of no more than three (3) members appointed by the Board and no more than three (3) members appointed by the Association. Said guidelines shall conform to the following conditions.
 - A. Assignment to an alternative classroom will be voluntary.
 - B. Teachers who volunteer for an assignment to an alternative classroom will receive appropriate inservice training.
 - C. Placement of students into an alternative classroom will be based on recommendations from sending and receiving teacher(s).
 - D. No teacher will be subject to an adverse evaluation or suffer any loss of professional advantage because of his/her failure to participate in an alternative classroom.
3. Student transfers occurring after the fifth Friday of each semester shall be for a good cause. All personnel affected will be consulted prior to the transfer.

4. Class or Grade

	<u>Class Sizes</u>	<u>Suggested</u>
	Column A	Column B
Kindergarten	22	28
Elementary School Grades	25	30
Special Education	Not to exceed state recommended maximums	
Middle School (Grades 6, 7, 8)	25	32
High School		
English	22	28
Speech	22	28
Social Studies	25	32
Math	25	32
Science (up to the number of and/or lab, stations)	25	32
Foreign Language	25	32
Business (Number in class will be limited by work stations)	25	32
Data Processing/Computer Literacy	Up to number of student work stations	
Industrial Arts/Technical Education	Up to number of student work stations.	
Homemaking/Life Skills	Up to number of student work stations.	
Art I, II, III & IV	Up to number of student work stations.	
Art History	25	32
Health Ed. & Phys. Ed.	25	35
Phys. Ed. Only	25	40
Study Hall		Up to 80
Cafeteria		
Class Room	35	
Library		25

Work stations may be added if room and class size will accommodate. Association officers may pick up from the Administration regular working period reports of class membership.

F. Class Maximums

It is agreed that except as noted below, the number of students per class shall not exceed thirty-three (33).

1. Grades K-3 -- shall not exceed thirty (30)
2. Study Hall
3. Instrumental Music -- first year of classroom instruction shall be 33
4. Vocal Music
5. Physical Education

- G. Under no circumstances will any additional monies be paid for instructional class sizes of less than thirty (30) in grades K-3 or thirty-three (33) in grades 4-12.
- H. To implement the understanding regarding the number of students per class the following procedures will be adhered to:
1. On the fourth (4th) Friday of each semester, a count of pupils per class shall be taken.
 2. In the event that a student count greater than thirty (30) in grades K-3 or thirty-three (33) in grades 4-5 has existed since the beginning of each semester, the teacher shall be paid an amount above his salary, proportionate (on a weekly basis) to 3.25% of the current BA-0 step of Schedule A per student per semester, retroactive to the first pay period of that semester.
 3. A teacher in grades 6-12, in circumstances identical to those in K-3 (above) shall be paid an additional amount on the basis of .65% of the current BA-0 step of Schedule A per student per class per semester.
 4. It is further understood that if on the day of the student count the number is thirty (30) in Grades K-3 or thirty-three (33) in grades 4-12 or less in a particular class, no additional monies will be paid for class overload prior to that date.
 5. If on or subsequent to the day of the count the number of students exceeds thirty (30) in grades K-3 or thirty-three (33) in grades 4-12, such teacher shall be paid a proportionate amount of the adjustment factor for the remaining weeks of the semester.
- I. Counselors will work the regular school year. If assigned additional time, they will be paid additional at their regular rate.
- J. The Association supports the view that every avenue of educational improvement must be investigated. Any performance contracting, or innovative programs between the Board, group of teachers, or any other organization shall be by mutual agreement with the Association.

ARTICLE VIII

Protection

1. **PROTECTION OF THE TEACHERS**
 - A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to offer all necessary help to the teacher in fulfilling his responsibilities to such pupil.

- B. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide all possible legal counsel and assistance to the teacher in his defense.
- C. Time lost by a teacher in connection with any incident mentioned in this Article, not compensated for under Worker's Compensation, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction.
- D. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher which results from an assault on the teacher or an altercation in which the teacher is carrying out his duties that are not covered by any other means of redress.
- E. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board, therefore, agrees to keep the schools reasonably and properly equipped and maintained.
- F. Nothing in this article shall be construed as relieving the teacher of his responsibility for communicating and enforcing the policies regarding students as determined by the Board and published in the student handbook.
- G. Teachers shall not be required to work under conditions which are hazardous or unsafe. This excludes all normal school or teaching situations. Investigation shall be made of alleged health or safety hazards.
- H. Personal materials and equipment used in the classroom by teachers which is damaged or destroyed because of fire, wind, rain or other physical plant problems will be replaced or paid for by the Board.
- I. Student classroom assignments are made by the building principals. Students will be assigned to classes in such a manner as to equalize the ratio of boys and girls, retained and special education students and academic abilities. Parent requests will be taken under consideration if submitted in writing by May 15 of the school year. This section will be applied in accordance with state and federal law.

Any complaint, by a parent regarding a specific teacher, will be called to the teacher's attention within five (5) working days after said complaint has been brought to the attention of the administrator.

2. CORPORAL PUNISHMENT

- A. "Corporal Punishment" is defined as any deliberate infliction of physical pain by any means upon the whole or part of a pupil's body as a penalty or punishment.
- B. Teachers may use such reasonable physical force as may be necessary to:
 1. Protect himself, herself, pupils or others from physical injury.
 2. Obtain possession of a weapon or other dangerous object upon or within the control of a pupil.
 3. Protect property from physical damage.

- C. Teachers may use reasonable physical force for the purposes set forth in Section B above, but shall not be obligated to risk his/her own safety to perform such function. The parties agree that the use of physical force as set forth in Section B above does not constitute corporal punishment.
- D. The process of designing alternative methods to prevent and control student misconduct, without the use of physical punishment, begins with the understanding that there are three criteria all of which must be established in order for "corporal punishment" to have occurred:
 - 1. Was the act deliberately inflicted?
 - 2. Did physical/mental pain occur?
 - 3. Was the activity a penalty or punishment?

ARTICLE IX

(Sections 1, 3, 5 and 9 do not apply to Adult Education)

Absence

1. **SICK DAYS**

- A. Each regular employee shall be granted sick days annually as follows, with unlimited accumulation:
 - 1. 12 days for 38 week, 39 week, 40 week, and 41 week teachers.
 - 2. 13 days for teachers working more than 41 weeks up to and including 45 weeks.
 - 3. 14 days for teachers working 46 weeks or longer.
 - 4. Half of the above leave days for half-time teachers.
 - 5. Substitute teachers teaching less than 60 consecutive school days are not provided sick days. Those teachers teaching more than 60 consecutive school days shall receive such on a proportional basis.
 - 6. Sick days are to be used in no less than ½ day increments except when authorized by the building principal.
- B. Accrued sick days shall be credited to each employee on July 1 of each year or on the first day of employment for those working on a 44 week basis or less, and the new year's total allowance will be added at the beginning of the school year. If death occurs to a teacher while on active duty, payment will be made to the estate of the teacher for all of the teacher's unused accumulated sick days at the regular deduction rate of one/contract days.
- C. Temporary teachers paid on a day to day basis shall not be eligible for leave allowances.
- D. The total unused portion of the annual sick day allowance shall be permitted to accumulate without limit.
- E. Accumulated sick days shall be used only for personal illness, physical disability, death in immediate family, illness in immediate family, doctor or dentist appointments where illness is cause of appointment, except in extreme hardship cases. Exceptions shall require approval of the Superintendent.

- F. After the tenth working day of personal illness absence, a doctor's written statement shall be presented to the immediate supervisor. Such a statement should indicate the estimated duration of the illness. Upon the teacher's return to work after an illness of more than ten (10) working days duration, a statement shall be submitted from the doctor certifying that the teacher is capable of returning to work.

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

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

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

2. INCLEMENT WEATHER

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

3. PERSONAL BUSINESS

- A. Three days of the above sick days may be used for personal business with notification of absence only. These three days may accrue as sick days if not used on personal business but will not accrue as personal business days. No paid personal business day can be taken the day before or the day after school is closed for a holiday without approval of the Superintendent.
- B. Additional personal business days to those included above (Paragraph A) shall be without pay. Deduction shall be at a rate of 1/contract days. Except in cases of unforeseen

circumstances, any use of this Paragraph in excess of 5 consecutive school days shall require approval by the Board.

Days used under this section may not be used in conjunction with personal business days under Section A above or with compensatory time days. Exceptions may be granted at the discretion of the Superintendent or designee.

4. DETACHED SERVICE LEAVE

A teacher who is elected to public office or as an officer of a state or national education association or consultant for a professional education association shall be granted a leave without pay upon request, years to count as years of service with a maximum of four (4) years.

5. BEREAVEMENT LEAVE

- A. Three (3) consecutive calendar days per death beginning with the day of death or the first day after death, are allowed if the death is in the immediate family. Immediate family shall be defined as teacher or spouse's child, foster child, parent, grandparent, grandchild, brother, sister, spouse or any individual who has lived in the teacher's immediate household for at least five years.
- B. One (1) additional day will be allowed because of the need to travel distances of 100 miles or more one way to attend funeral of a member of the immediate family.
- C. If additional days are needed, two (2) days will be allowed to be taken from sick days to attend funeral of members of the immediate family.
- D. One (1) work day will be allowed to attend the funeral of a close relative not included in Paragraph A. Close relative shall include aunts, uncles, step parents, first cousins, nieces, nephews, and in-laws.
- E. Additional days to any of the above may be granted at the discretion of the Superintendent.
- F. Teachers who attend a funeral as a representative of the school district with the permission of the building administrator shall be granted bereavement leave with no loss of pay.

6. MATERNITY , ADOPTION LEAVE OR FMLA

- A. Leave for pre-natal and/or post-natal child rearing or situation of adoption shall be granted upon request. Application for such leave must be made in writing with a reasonable period of notice. The date of the beginning and ending of such leave shall be scheduled to make only one interruption during the school year. All other leave of absence provisions apply to this category.
- B. Family Medical Leave Act "FMLA" request will be granted within the framework of the law. It is the responsibility of the employee to file said request in a timely manner.

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

- A. All requests for leaves of absence by teachers must be in writing and filed at the office of the Director of Personnel.
- B. Leaves of absence must be approved by the Board for teachers to maintain tenure status with the school system. The Board grants leaves for study, maternity, health, and detached service. Leaves will be considered on an individual basis. Leaves of absence will be granted only after completion of tenure probationary service requirements with the Swartz Creek Community Schools.
- C. A leave of absence shall not serve to terminate continuing tenure.
- D. Teachers on leave of absence for other than military service, or approved teaching, will not receive years-of-service credit on the salary scale for the period of the leave.
- E. Teachers may not accumulate sick days during a leave of absence. Sick day accumulation previous to leave shall be credited upon return.
- F. Except in case of unforeseen circumstances, any teacher desiring leave of absence shall make the request to the office of Director of Personnel at least thirty calendar days prior to the beginning of the period for which the leave is to be granted.
- G. A leave of absence granted to a teacher shall normally not be extended beyond a period of three consecutive years. Each consecutive annual leave shall require approval by the Board.
- H. Full experience credit shall be granted for any semester in which a teacher works 50% + 1 of the scheduled student days.

8. RETURN FROM LEAVE PROCEDURE

- A. A teacher on leave for at least a semester shall be required to notify the office of Superintendent in writing, not less than ninety calendar days prior to the expiration of leave, whether he desires to return to employment or to extend his leave. A teacher not conforming to the notice requirement may have his employment terminated. Tenure teachers will be notified of the intent to terminate under the conditions established in the State School Code.
- B. All teachers returning from leave shall be offered positions before any new teacher is assigned.
- C. A teacher returning from leave will be offered the same position he/she had when said leave commenced or a position of like nature. If no such position is available he/she shall be offered a position for which he/she is qualified and certified. A list of available positions will be given to the teacher and he/she shall have a maximum of five (5) calendar days to make his/her choice of position.
- D. Any teacher granted a leave of absence shall retain his previously earned seniority when he returns.

9. SICK LEAVE

- A. When a teacher has used all of his accumulated sick days, he shall be placed on unpaid sick leave (subject to insurance coverage) until he is medically qualified to return to work.
- B. Fringe benefits for the teacher shall be paid by the Board through August of the current school year.
- C. A teacher placed on sick leave shall accrue seniority during said leave. The teacher is covered by staff reduction article.
- D. Teachers returning from sick leave during the school year shall give advance notice to the Director of Personnel when able to return to work. The teacher shall be placed in his former position.
- E. Teachers on sick leave beyond the current school year shall follow the return from leave procedure.

ARTICLE X

(This Articles does not apply to Adult Education)

Reduction in Staff

In the event the Board decides to reduce its staff the following provisions shall apply.

- A. Seniority shall be defined as non-terminated years of bargaining unit service in the Swartz Creek Community Schools. Development of the seniority list shall follow the following guidelines.
 - 1. Prior to the 1979 school year seniority shall be credited from the recorded date of hire.
 - 2. Commencing with the beginning of the 1979 school year seniority shall be credited from the first day of work.
 - 3. The first day of work for a teacher hired on a temporary contract (Schedule E) who is then hired as a permanent employee, without a break in service, shall be the first day of work under the temporary contract.
 - 4. Partial year adjustments to seniority shall be made by work days.
 - 5. Beginning with the 1992-93 school year seniority for teachers teaching less than full time will be credited in proportion to time worked. (i.e., a two hour assignment would accrue two-fifths of a year of seniority)
 - 6. No more than one year of seniority may be earned in a calendar year. Seniority is earned only for the regular school year.
 - 7. The seniority list shall show the teachers hire date if hired prior to the beginning of the 1979 work year, or the first day of work beginning with the 1979 school year, seniority date, and the beginning and ending date of any leave.

8. Ties in seniority shall be broken by lottery. A tie exists only when the seniority date and the first day of work for teachers hired commencing with the 1979 school year or hire date for teachers hired prior to the 1979 school year, are the same. Should the seniority date of two or more teachers be the same the teacher with the earlier hire date for teachers hired prior to the 1979 school year or first day of work for teachers hired commencing with the beginning of the 1979 school year, would be the senior employee. Procedures for conducting the lottery shall be developed by the negotiating teams for the Board and the Association and approved by the Representative Council.

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

- B. Before the Board makes any reduction in personnel, it will first consult with the Association regarding the effects of such reduction. At the time the Board consults with the Association it shall establish a time frame by which written recommendations of the Association must be submitted so as to receive consideration of the Board in implementation of the layoff and recall provisions of this agreement.
- C. The order of reduction and recall will be according to academic needs, certification, seniority and in conformance with the Michigan Teachers Tenure Act. Such reduction and recall shall be subject to mutual agreement between the Board and the Association to the extent possible. In order to protect high seniority teachers the parties agree that it may be necessary to make reasonable transfers and rearrangement of schedules for teachers not directly affected by the Board's program cuts. If mutual agreement is not reached the Board may implement the layoff, subject to the Association's right to arbitrate those layoffs it believes not to be in compliance with the aforementioned provisions. Upon being provided notice of the Association's intent to arbitrate, which shall be received not more than fifteen (15) calendar days after the Board has served notice to the Association of its intent to implement the layoff, representatives of the Board shall meet with the Association to establish procedures by which the dispute may be expeditiously heard by an impartial arbitrator.

If the parties cannot mutually agree on an arbitrator, the selection process of the American Arbitration Association shall be used. Expenses of the Arbitrator will be shared equally by the parties.

- D. Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed service.
- E. In the event that a reduction of staff is deemed necessary, leaves of absences without pay will automatically be granted to any and all teachers affected by this reduction. These leaves of absence shall not prohibit the teachers from seeking and accepting gainful employment elsewhere, and shall not be terminated for that reason except on written request of the teacher. A teacher may elect to take and will be granted leave of absence during the staff reduction irrespective of his position on the seniority list.

1. During said leave of absence such teacher shall receive no insurance benefits at Board expense, but may elect to continue insurance benefits by paying the insurance premiums at the payroll office. This section is contingent upon approval by the respective insurance carriers.
 2. A teacher on staff reduction leave shall continue to accrue seniority and salary schedule credit except that such credit not accrue beyond three consecutive years. Any teacher on a staff reduction leave for the 1983-84 school year shall receive seniority and salary schedule credit even if said credit will result in an accumulation beyond 3 consecutive years.
 3. The fact that a teacher is placed on leave of absence for the purpose of staff reduction shall not result in the loss of status or credit for previous years of service. Accumulated sick days shall not be canceled but shall remain credited to the teacher.
- F. If a position exists within the Swartz Creek District for which the released teacher is to be recalled, the teacher shall be notified by certified mail. Within ten (10) days of the receipt of a written offer to return to employment the teacher shall accept the position by replying in writing or it shall be determined that he has declined the position. No new staff member shall be hired until all staff on leave in accordance with this section have been offered an opportunity in writing to return to active employment. It is the teacher's responsibility to keep his address current with the Personnel Office.
- G. The Association recognizes that in accordance with this article, the Board may find it necessary to eliminate or reduce certain programs which do not require teaching certification and it may be necessary to hire new certified teaching staff while staff remain on layoff from said programs. If such a situation should occur the Association shall be consulted and made aware of the facts. No additional bargaining unit positions for which a teaching certificate is not required or any new program requiring additional staff shall be created until all such personnel are recalled.

ARTICLE XI

(Sections 4 and 5 do not apply to Adult Education)

Miscellaneous

1. DURATION OF AGREEMENT

- A. This agreement shall be effective as of August 24, 2006 and shall continue in effect until the 31st day of August 2008. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. No teacher covered by the terms of this agreement will be penalized, threatened, punished, or demoted because of any participation in collective bargaining activities.

2. MASTER AGREEMENT PRINT-UP

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

3. CURRICULUM COUNCIL

Curriculum Council provides an important forum for discussion of curricular, student achievement, from preschool through graduation, and professional developmental issues. The composition of the Council's membership will be determined through a consensus process by the district's PEP committee. This will be reviewed annually. Curriculum Council parameters include the following:

- * support of District Strategic Plan
- * support of District Professional Development Plan
- * support of curriculum development and assessment
- * review of all curriculum changes

Annual meeting times and dates will be determined by the Curriculum Council. The Council may provide the Board of Education with periodic reports and recommendations, including minority reports.

4. JOB SHARING

- A. The following Job Sharing program shall be available for teachers who are presently not part-time teachers.
- B. Employment conditions for participants in the Job Sharing program with the Swartz Creek Community Schools are as follows.
 1. The Job Sharing Agreement will be for the contractual year. In order to continue in the program for the following year, the employee shall re-apply.
 2. The employee reserves the right to return to full-time service the following year. Said return shall be to the position previously held if available.
 3. Daily work schedules shall be determined jointly between the job sharing participants, the administration and the Association. If agreement has not been reached by August 1, the job sharing shall not take place.
 4. Remuneration shall consist of the pro-rated payment of salary, retirement and insurance premiums, subject to carrier restrictions. Total pro-rata cost of fringe benefits may be applied to health insurance. Pro-rata is defined as the appropriate portion of both contact and preparation time.
 5. In order to provide continuity on a daily basis, when a substitute is needed, job sharing partner can work entire day at the rate of .063% of B.A.-0 step per extra hour taught.

6. Requests for renewal and new requests for a Job Sharing agreement must be filed in writing by May 1st to the Director of Personnel. By mutual agreement requests received after May 1st may be considered.
- C. Any teacher presently working full-time shall be allowed to reduce his employment to less than full-time when a non job sharing position becomes available. Persons so changing their status to less than full-time shall be allowed to return to a full-time position at the start of any school year at their option.

Economic benefits shall be on a pro-rata basis, defined as the appropriate portion of both contact and preparation time.

5. RETRAINING

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

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

The number of credits already earned toward certification.
Presentation of a planned program toward certification.
The approval of the retraining request would not create another critical need area.

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

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

6. SPECIAL EDUCATION PROGRAM PLACEMENT

The Board and the Association agree the following procedure will be used to effect a fair distribution of special programs throughout the district. This section will be applied in accordance with state and federal law.

A fair distribution of special programs (i.e., EI, EMI, Gifted/Talented, LD Classroom) classes into elementary buildings will be effected on a three year cycle. A committee comprised of Assistant Superintendent of Instruction (Chair), the Director of Special Education, an Elementary Principal, and three (3) Teachers appointed by the Association will review and recommend the placement. The following criteria is by way of illustration and not limitation of variables which will be considered by the committee.

1. Student residence
2. Elementary school attendance area
3. Number of regular classroom sections per grade level
4. Classroom space availability

7. LEAST RESTRICTIVE ENVIRONMENT

L.R.E. activities will be addressed during monthly problem solving meetings between the Board and SCEA representatives. No implementation of activities related to L.R.E. will occur without prior negotiations if such activities change the working conditions of bargaining unit members. This section will be applied in accordance with state and federal law.

8. MENTOR TEACHER

- A. Participation as a mentor teacher shall be voluntary.
- B. Any teacher serving as a mentor teacher shall not be involved in the evaluation process of the mentee.

SWARTZ CREEK COMMUNITY SCHOOLS BOARD OF EDUCATION

By _____
President

By _____
Secretary

SWARTZ CREEK EDUCATION ASSOCIATION

By _____
President

By _____
Secretary

**2006-2007
Teacher Salary Schedule**

Step	BA	BA+18	BA+30 or MA	MA+15	MA+30
0	\$36,623	\$38,540			
0.5	\$37,580	\$39,552			
1	\$38,540	\$40,560	\$42,684		
1.5	\$39,552	\$41,623	\$43,804		
2	\$40,560	\$42,684	\$44,923	\$47,275	\$49,753
2.5	\$41,623	\$43,804	\$46,099	\$48,515	\$51,056
3	\$42,684	\$44,923	\$47,275	\$49,753	\$52,359
3.5	\$43,804	\$46,099	\$48,515	\$51,056	\$53,732
4	\$44,923	\$47,275	\$49,753	\$52,359	\$55,104
4.5	\$46,099	\$48,515	\$51,056	\$53,732	\$56,548
5	\$47,275	\$49,753	\$52,359	\$55,104	\$57,989
5.5	\$48,515	\$51,056	\$53,732	\$56,548	\$59,511
6	\$49,753	\$52,359	\$55,104	\$57,989	\$61,028
6.5	\$51,056	\$53,732	\$56,548	\$59,511	\$62,628
7	\$52,359	\$55,104	\$57,989	\$61,028	\$64,229
7.5	\$53,732	\$56,548	\$59,511	\$62,628	\$65,910
8	\$55,104	\$57,989	\$61,028	\$64,229	\$67,593
8.5		\$59,511	\$62,628	\$65,910	\$69,367
9		\$61,028	\$64,229	\$67,593	\$71,135
9.5		\$62,615	\$65,899	\$69,351	\$72,985

**2007-2008
Teacher Salary Schedule**

Step	BA	BA+18	BA+30 or MA	MA+15	MA+30
0	\$37,722	\$39,696			
0.5	\$38,707	\$40,739			
1	\$39,696	\$41,777	\$43,965		
1.5	\$40,739	\$42,872	\$45,118		
2	\$41,777	\$43,965	\$46,271	\$48,693	\$51,246
2.5	\$42,872	\$45,118	\$47,482	\$49,970	\$52,588
3	\$43,965	\$46,271	\$48,693	\$51,246	\$53,930
3.5	\$45,118	\$47,482	\$49,970	\$52,588	\$55,344
4	\$46,271	\$48,693	\$51,246	\$53,930	\$56,757
4.5	\$47,482	\$49,970	\$52,588	\$55,344	\$58,244
5	\$48,693	\$51,246	\$53,930	\$56,757	\$59,729
5.5	\$49,970	\$52,588	\$55,344	\$58,244	\$61,296
6	\$51,246	\$53,930	\$56,757	\$59,729	\$62,859
6.5	\$52,588	\$55,344	\$58,244	\$61,296	\$64,507
7	\$53,930	\$56,757	\$59,729	\$62,859	\$66,156
7.5	\$55,344	\$58,244	\$61,296	\$64,507	\$67,887
8	\$56,757	\$59,729	\$62,859	\$66,156	\$69,621
8.5		\$61,296	\$64,507	\$67,887	\$71,448
9		\$62,859	\$66,156	\$69,621	\$73,269
9.5		\$64,493	\$67,876	\$71,432	\$75,175

SCHEDULE B - Boys & Girls
Extra Assigned Duties - Non Tenure
 Percent of Current

<u>Activity</u>	<u>Assignment</u>	<u>Base Salary BA-0</u>
Athletic Trainer	Fall, Winter, Spring	11.5% per season
Baseball	Varsity	10.4
	Assistant Varsity	6.7
	Junior Varsity	6.7
	Freshman	6.7
	Middle School 7 th	4.1
	Middle School 8 th	4.1
Basketball	Varsity Boys	13.4
	Varsity Girls	13.4
	Assistant Varsity	6.7
	Junior Varsity Boys	8.2
	Junior Varsity Girls	8.2
	Freshman Boys	6.7
	Freshman Girls	6.7
	8 th Grade Boys	4.5
	8 th Grade Girls	4.5
	7 th Grade Boys	4.5
	7 th Grade Girls	4.5
Cheerleaders	High School	5.5
	Junior Varsity	3.5
	Freshman	1.5
Class Sponsors	Senior Head Sponsor	1.5
	Senior Sponsors (3)	.75
	Junior Head Sponsor	1.5
	Junior Sponsors (3)	.75
	Sophomore Head Sponsor	.75
	Sophomore Sponsors	.50
	Freshman Head Sponsor	.75
	Freshman Sponsors	.50
	Cross Country	Girls Varsity
Boys Varsity		7.0
Girls Middle School		3.0
Boys Middle School		3.0
Debate	Varsity - If not regular class	5.0
Dramatic Productions	Director (Fall and Spring)	5.0/play
	Asst Director Musical Prod.	4.5
	Set Builders (Fall and Spring)	3.5/play
	Middle School Director	5.0
FHA	High School	3.0

<u>Activity</u>	<u>Assignment</u>	<u>Base Salary BA-0</u>
Football	Varsity	13.4
	Asst. Varsity (2 positions)	8.2
	Junior Varsity	8.2
	Asst Junior Varsity	6.7
	Freshman	6.7
	Asst. Freshman	6.0
	Middle School 7 th & 8 th (4 positions)	4.5
Forensics	High School-If not reg. class	5.0
Golf	Varsity Boys	7.0
	Varsity Girls	7.0
	Junior Varsity Boys	4.0
	Junior Varsity Girls	4.0
High School Band		6.0
High School Vocal Music		6.0
Hockey	Varsity	11.0
	Assistant Varsity	6.7
Intramural	Middle School-Per position/18 week program (2 positions)	4.5
Marching Band	School Year (Reg. sched. class)	5.0
	School Year (Not reg. sched. class)	8.0
	Summer Program (Two-week extension of teacher contract)	
Middle School Band Director		3.0
Peer Counseling		2.0
Physical Conditioning		3.5
Pep Squad	Middle School (2)	4.5
Pom Squad		4.5
Quiz Bowl	High School	4.0
	Middle School	4.0
Science Olympiad	High School	4.0
	Middle School	4.0
Soccer	Varsity Boys	10.4
	Varsity Girls	10.4
	Assistant Varsity	4.5
	Junior Varsity Boys	6.7
	Junior Varsity Girls	6.7

<u>Activity</u>	<u>Assignment</u>	<u>Base Salary BA-0</u>
Softball	Varsity	10.4
	Assistant Varsity	6.7
	Junior Varsity	6.7
	Freshman	6.7
	Middle School 7 th & 8 th	4.1
Speedball	Varsity	6.0
Swimming	Varsity Boys	11.0
	Varsity Girls	11.0
	Asst. Varsity Boys	6.7
	Asst. Varsity Girls	6.7
	Middle school 7 th & 8 th Co-ed	4.5
	Synchronized Swim	5.0
Tennis	Boys	7.0
	Girls	7.0
	J.V. Tennis	4.5
Track	Varsity Boys	10.4
	Varsity Girls	10.4
	Asst. Varsity Boys	6.7
	Asst. Varsity Girls	6.7
	Middle School Boys 7 th & 8 th	4.1
	Middle School Girls 7 th & 8 th	4.1
	Volleyball	Varsity
	Junior Varsity	6.7
	Freshman	4.5
	Middle School Girls 7th	4.5
	Middle School Girls 8th	4.5
	Wrestling	Varsity
	Junior Varsity	6.7
	Middle School 7th & 8th	4.5
	Yearbook	High School (1 hour class)
	Middle School	2.0

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

SCHEDULE C

1. Pay for substituting during conference hour will be at the rate of .063% of BA-0 step per period. Elementary teachers substituting during regularly scheduled sections of physical education, music and art qualify on a proportional basis.
2. Pay for working at athletic contests will be \$5.15 per hour including one-half (1/2) hour before and after the event.
3. Driver Education and Summer School pay will be at the rate of .063% of BA-0 step per hour.
 - A. Teachers will be selected for summer school assignments by lottery.
 - B. A teacher must have received tenure to apply.
 - C. A teacher must be certified for the position for which he/she is applying.
 - D. A deadline date for applications will be published to all teachers.
 - E. The Association will be present when the lottery takes place.
 - F. Successful applicants will not be eligible for the lottery again for the next two (2) years, unless there are no eligible applicants for the available positions.
 - G. Non-tenured teachers may apply if there are no available tenure teachers.
4. One and one-half percent (1-1/2%) of the top step of a teacher's appropriate salary column shall be paid over schedule to each teacher starting with the completion of 15 years at Swartz Creek. An additional 1-1/2% will be paid for each additional 5 years of service at Swartz Creek. Teachers will receive credit for the 1982-83 school year for the purpose of longevity credit.
5. Nurse's Salary:
 - a. A registered nurse with a baccalaureate or master's or advanced degree shall be placed on the teacher's salary schedule commensurate with his preparation.
 - b. A registered nurse with three years' preparation (non-degree) shall be placed on a nurse's salary schedule. The steps of this schedule shall be ten (10) percent less than the comparable step on the BA column for the first three (3) years at Swartz Creek. The steps of this schedule shall be five (5) percent less than the comparable step on the BA column after three (3) years at Swartz Creek.
 - c. A registered nurse (degree or non-degree) shall receive full credit on the nurse's schedule for outside experience in school nursing or public health nursing.
6. Department Specialist:
 - a. Any department at the High School or Middle School, except Special Education, that has the equivalent of five (5) or more full time teaching positions shall have a department specialist. Departments will recommend, to the principal, a department specialist from among its members. The principal may reject the recommendation of the department if a credible reason can be established. If the department recommendation is rejected, the principal shall request a new recommendation.

- b. Duties:
 1. The department specialist shall assist in orientation of new teachers in the department, with the curriculum, and methods of teaching.
 2. The department specialist shall recommend building level curriculum changes and assist in their implementation including textbooks and equipment.
 3. The department specialist shall communicate between the principal and the department staff.
 4. The department specialist shall not be considered a supervisory employee, nor evaluate any teachers.
 5. The department specialist shall assist in the development of the department budget.
 6. Department specialist shall be representatives to the curriculum council.
 - c. Compensation – Any teacher selected as department specialist of a department having five or more members, shall be compensated at 4.2% of the BA-0 Step per the SCEA/Board of Education Agreement.
 - d. Department Specialist shall be in place by September 30th of each school year.
7. Retirement Incentive:
- a. Upon retirement each teacher shall receive payment for unused sick days at the rate of \$50.00 per day to a maximum of 200 days.
 - b. Upon retirement each teacher shall receive a lump sum payment of \$3,000.00.
 - c. In order to qualify for the benefits in "a" and "b" above, the following conditions must be met:
 1. The teacher must have at least ten years experience in Swartz Creek.
 2. The teacher must be at least 55 years of age or eligible for retirement benefits under the Michigan Public School Employee Retirement System.

SCHEDULE D
Calendars and Daily Schedules

OPEN HOUSE DATES & TIMES

To Be Determined by Calendar

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

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

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

**Swartz Creek Community Schools
2006-2007 Calendar**

3 Professional Development Days	Teachers will be responsible for 3 PD days scheduled on non-student days or after school hours.
Thursday, August 24, 2006	First Day for Teachers (Inservice Day) -----6 th Grade Open House
Friday, August 25, 2006	No School
Monday, August 28, 2006	Students' First Day (½ Day - P.M.) Full Day for Teaching Staff.-----H.S. Open House
Tuesday, August 29, 2006	7 th and 8 th Grade Open House
Friday, September 1, 2006	No School K-12
Monday, September 4, 2006	No School K-12 - Labor Day
Thursday, September 14, 2006	Elementary Open Houses
Friday, October 27, 2006	End of 1 st Marking Period (1/2 Day for Elementary Students. PM Kindergarten Only)
Monday, November 6, 2006	High School Parent/Teacher Conferences 3-6 p.m. (Full Day for Students) Elementary School Parent/Teacher Conferences 5-8 p.m. (Full Day for Students)
Tuesday, November 7, 2006	Middle School Parent/Teacher conferences 4-7 p.m. (Full Day Students)
Wednesday, November 8, 2006	High School Parent/Teacher Conferences 5-8 p.m. (Full Day for Students) Elementary School Parent/Teacher Conferences 1-3:30 p.m. 5-7p.m. (1/2 Day for Grades 1-5 Students). Both A.M. and P.M. Kindergartens attend.
Thursday, November 9, 2006	Middle School Parent/Teacher Conferences 12:30-2:00 and 4-7 p.m. (1/2 day for MS Students)
Friday, November 10, 2006	No School K-12
Thursday, November 23, 2006	Thanksgiving Day - No School K-12
Friday, November 24, 2006	No School K-12
Thursday, December 21 2006	Holiday Recess Begins at the end of the day
Wednesday, January 3, 2007	School Resumes
Monday, January 15, 2007	Teacher Inservice Day (MLK Day); No school K-12 students
Thursday, January 18, 2007	½ Day for High School Students for Final Exams
Friday, January 19, 2007	End of 1 st Semester - ½ Day Students - Full Day Teaching Staff Elementary ½ Day - A.M.; High School/Middle School ½ Day - A.M. A.M. Kindergarten Only (No P.M. Kindergarten)
Friday, February 16, 2007	President's Weekend - K-12 No School
Monday, February 19, 2007	K-12 No School
Monday, March 5, 2007	Middle School Parent/Teacher Conferences 4-7 p.m. (Full Day for Students)
Tuesday, March 6, 2007	High School Parent/Teacher Conferences 3-6 p.m. (Full Day for Students) Elementary Parent/Teacher Conferences 5-8 p.m. (Full Day for Students)
Wednesday, March 7, 2007	Middle School Parent/Teacher Conferences 12:30-2 p.m. and 4-7 p.m. (1/2 Day for MS Students)
Thursday, March 8, 2007	High School Parent Teacher Conferences 5-8 p.m. (Full Day for Students) Elementary Parent/Teacher Conferences 1-3:30 p.m. and 5-7 p.m. (1/2 Day for Grades 1-5) Both A.M. and P.M. Kindergartens attend.
Friday, March 9, 2007	No School K-12
Friday March 23, 2007	End of 3 rd Marking Period (1/2 day for Elementary Students) PM Kindergarten Only
Thursday, April 5, 2007	Spring Recess begins at the end of the day
Monday, April 16, 2007	School Resumes
Monday, May 28, 2007	Memorial Day - No School K-12
Thursday, June 7, 2007	½ Day for High School Students for Final Exams
Friday June 8, 2007	Last Day for Students - ½ Day for Students (Full Day for Teaching Staff); End of 2 nd semester ½ Day Elementary, High School/Middle School A.M. Kindergarten Only (No P.M. Kindergarten)

181 Student Days - 188 F.T.E. Teacher Days

**Swartz Creek Community Schools
2007-2008 Calendar**

Tuesday, August 28, 2007	Teacher Professional Development Day
Wednesday, August 29, 2007	Teacher Professional Development Day 6th grade open house
Thursday, August 30, 2007	Teacher Professional Development Day
Tuesday, September 4, 2007	Students' First Day (½ Day - P.M.) Full Day for Teaching Staff-----H.S. Open House
Wednesday, September 5, 2007	7 th and 8 th Grade Open House
Thursday, September 13, 2007	Elementary Open Houses
Friday, November 2, 2007	End of 1st Marking Period (1/2 Day for Elementary Students. PM Kindergarten Only)
Monday, November 5, 2007	Elementary School Parent/Teacher Conferences 5-8 p.m. (Full Day for Students) High School Parent/Teacher Conferences 5-8 p.m. (Full Day for Students)
Tuesday, November 6, 2007	Middle School Parent/Teacher Conferences 4:00--7:00 (Full Day for Students)
Wednesday, November 7, 2007	Elementary School Parent/Teacher Conferences 1-3:30 p.m. 5-7p.m. (1/2 Day for Grades 1-5 Students). Both A.M. and P.M. Kindergartens attend. High School Parent/Teacher Conferences 5-8 p.m. (Full Day for Students)
Thursday, November 8, 2007	Middle School Parent/Teacher Conferences 12:30-2:00 4-7 p.m. (1/2 Day Students)
Friday, November 9, 2007	No School K-12
Thursday, November 22, 2007	Thanksgiving Day - No School K-12
Friday, November 23, 2007	No School K-12
Friday, December 21, 2007	Holiday Recess Begins at the end of the day
Wednesday, January 2, 2008	School Resumes
Thursday, January 17, 2008	½ Day for High School Students for Final Exams
Friday, January 18, 2008	End of 1 st Semester - ½ Day Students - Full Day Teaching Staff Elementary ½ Day - A.M.; High School/Middle School ½ Day - A.M. A.M. Kindergarten Only (No P.M. Kindergarten)
Monday, January 21, 2008	Teacher Professional Development Day (MLK Day) No students
Friday, February 15, 2008	President's Weekend - K-12 No School
Monday, February 18, 2008	K-12 No School
Monday, March 3, 2008	Middle School Parent/Teacher Conferences 4-7 p.m. (Full Day for Students)
Tuesday March 4, 2008	High School Parent/Teacher Conferences 3-6 p.m. (Full Day for Students) Elementary Parent/Teacher Conferences 5-8 p.m. (Full Day for Students)
Wednesday, March 5, 2008	Middle School Parent/Teacher Conferences 12:30-2:00 p.m. and 4-7 p.m. (1/2 Day for MS Students)
Thursday, March 6, 2008	Elementary Parent/Teacher Conferences 1-3:30 p.m. and 5-7 p.m. (1/2 Day for Grades 1-5 Students). Both A.M. and P. M .Kindergartens attend. High School Parent Teacher Conferences 3-6 p.m. (Full Day for Students)
Friday, March 7, 2008	No School K-12
Friday March 21, 2008	No School
Friday March 28, 2008	Spring Recess Begins at the end of the day
Monday, April 7, 2008	End of 3 rd Marking Period (1/2 day for Elementary Students) PM Kindergarten Only School Resumes
Thursday April 24, 2008	Teacher Professional Development Day No students
Monday, May 26, 2008	Memorial Day - No School K-12
Wednesday, June 11, 2008	½ Day for High School Students for Final Exams
Thursday, June 12, 2008	Last Day for Students - ½ Day for Students (Full Day for Teaching Staff); End of 2 nd semester ½ Day Elementary, High School/Middle School A.M. Kindergarten Only (No P.M. Kindergarten)

181 Student Days - 188 F.T.E. Teacher Days

*Spring break subject to change dependent on State of Michigan mandated testing days.

HIGH SCHOOL SCHEDULE

Buses arrive no sooner than 7:17 a.m.

7:37 - 8:49		Channel 1 +	1 st Hour
8:54 - 9:50			2 nd Hour
9:55 - 10:51			3 rd Hour
10:56 - 11:52	C Lunch 11:52 - 12:23		4 th Hour
10:56 - 11:22	B Lunch 11:22 - 11:52		4 th Hour
11:52 - 12:18			
11:22 - 12:18	A Lunch 10:51 - 11:22		4 th Hour
12:23 - 1:19			5 th Hour
1:24 - 2:20			6 th Hour

MIDDLE SCHOOL SCHEDULE

Buses arrive for Breakfast no sooner than 7:27 a.m.

7:47 - 8:59		Channel 1 +	1 st Hour
9:04 - 10:00			2 nd Hour
10:05 - 11:01			3 rd Hour
11:06 - 12:02	C Lunch 12:02 - 12:33		4 th Hour
11:06 - 11:32	B Lunch 11:32 - 12:02		4 th Hour
12:02 - 12:28			
11:32 - 12:28	A Lunch 11:01 - 11:32		4 th Hour
12:33 - 1:29			5 th Hour
1:34 - 2:30			6 th Hour

ELEMENTARY SCHEDULE

- 8:32 Teachers report
 8:40 Teachers will be at their assigned area
 8:47 Instruction begins.
 40 minute lunch (Example 12:00 - 12:40)
 3:40 Student Dismissal.

DUTY DAY**High School Teacher Day**

7 hours & 18 minutes 7:17 - 2:35 Time for teachers who go between high school and middle school and who teach a maximum of contact hours will not be given comp time.

Middle School Teacher Day

7 hours & 18 minutes 7:22 - 2:40

Elementary Teacher Day

7 hours & 18 minutes 8:32 - 3:50

HALF DAYS

High School	7:37 - 10:41 or 11:16-2:20
Middle School	7:47 - 10:51 or 11:26-2:30
Elementary	8:47 - 11:55 or 12:30-3:40
P.M Kindergarten	12:30 - 3:40

By mutual agreement of both parties, individual buildings may amend their building schedule within the duty day to fit their needs.

SCHEDULE E
CONTRACT OF TEMPORARY EMPLOYMENT

This Agreement made this day _____, 20_____ between Swartz Creek Community Schools, hereinafter called the District, and _____, hereinafter called the Temporary Teacher. For an assignment in one position beginning _____.

WITNESSETH:

1. **CERTIFICATION -** It is represented that the said Teacher holds all certificates and other qualifications required by law to teach in the said School District and hereby contracts to be employed by said District in the capacity hereinafter designated, for the Contract period hereinafter set forth. This Contract shall terminate if the certificate shall expire and shall not immediately be renewed or if such certificate is suspended or revoked by proper legal authority.
2. **EMPLOYMENT AND DUTIES -** Said Teacher agrees to perform the duties required of the Teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this contract.
3. **COMPENSATION -** The District agrees to pay a salary in accordance with Article VI-3-H, as amended, of the current Master Contract between the Swartz Creek Education Association and the Board of Education. The district shall be authorized to make such payroll deductions as shall be required by law or authorized by the teacher.
4. **EXTRA DUTIES -** It is understood between the parties that a Contract stipulating extra compensation for a teacher performing extra duties, has a non-tenure status.
5. **BENEFITS-** The Teacher will be afforded the same fringe benefits, emergency and sick leave of absence granted teachers under the Master Contract after sixty (60) days in the same position.
6. **TEMPORARY STATUS-** The Teacher is herewith retained on a temporary basis only and is not considered a probationary teacher. The Teacher shall have no expectancy of continued employment and shall not exceed 145 days as a substitute or temporary teacher during any school year, without administrator approval. This contract is subject to termination if a reduction in staff is deemed necessary.
7. In recognition of the fact that this individual is a member of the bargaining unit represented by the Swartz Creek Education Association, the provisions of the contract are subject to the terms and conditions as determined in the Master Agreement between the Swartz Creek Education Association and the Board of Education.
8. If any provisions of this Contract or any application of this contract are found contrary to law, then such provision or application shall be deemed null and void except to the extend permitted by law. All other provisions and/or applications shall continue in full force and effect.
9. **CONTRACT AND FINANCIAL INFORMATION:**

Starting Date:	Termination Date:	Assignment in same position <u>Days 1 thru 20</u>
_____	_____	<u>Days 21 thru 60</u> - \$90.00 per day/6hrs = \$15.00 per hour
		<u>Days 61 and on</u> - BA 0 Step

Superintendent of Schools

Teacher

**SCHEDULE F
ALTERNATIVE EDUCATION**

1. Loads and Assignments

- A. Teachers will be given appropriate preparation time for classes they are assigned, at the ratio of 10 minutes for every 60 minutes of instruction.
- B. Each teacher shall be assigned the classes he/she taught the previous academic period, if available.
- C. If a teacher's classes are not available, said teacher shall have first right of assignment to any unassigned classes for which he/she is qualified.
- D. Any classes remaining unfilled after the requirements of B and C above have been met shall be available to current teachers prior to new teachers being hired.
- E. Alternative Education teachers required to develop courses shall be paid at their hourly rate for the time required.
- F. Alternative Education teachers shall be given consideration for vacancies in K-12 positions for which they are certified and qualified.

2. Calendar

- A. The school year will be divided into two academic periods.
- B. Teachers may be required to attend one paid staff inservice session each academic period when scheduled by the Director of Community Education.
- C. The calendar will be developed, by the Director of Community Education, after consultation with the Association.

3. Salary and Fringes

The hourly rate for Alternative Education, shall be 75% of the BA 0 step.

2006-2007 BA-0/1140 \$25.70
2007-2008 BA-0/1140 \$26.47

Full time Alternative Education Instructors will be eligible for health or cash in lieu payments along with dental and vision programs per the contract.

4. Changes in working conditions

A team consisting of two (2) members appointed by the SCEA and two (2) members appointed by the Board will meet and make recommendations on changes required by new laws and regulations which impact on class scheduling, increases in student contact hours, developing new classes, changing pupil count dates and other items of concern. The recommendations will be made to the SCEA negotiating team and the Board.

5. Teachers under Schedule F will have the same rights to due process including grievance procedures.

SCHEDULE G
GRADE CHANGE PROCEDURES

In order to implement 1988 PA 232 (MCLA 380.1249), the parties agree to utilize the following procedures where a teacher's assignment of a grade is challenged.

1. No later than September 15 of each school year, the Association and the District shall respectively designate its members of the committee and shall inform the other of its selections. The committee shall hear all challenges to a grade which are presented for its review. The committee shall select a chairperson from its members and shall inform the District and Association of its chairperson no later than September 30.
2. In the event a parent, student, legal guardian of a student or other person challenges the assignment of a grade, said challenge or complaint shall be made to the teacher's principal who shall review the substance of the complaint, inform the affected teacher of the complaint, and consult with the teacher. Any such complaint shall be made no later than thirty (30) days after the grade is received. The term grade, as defined by law, means a grade given for a final examination or a grade given at the conclusion of a marking period, semester or term.
3. Should the principal desire a grade change, he/she shall inform the affected teacher in writing of reasons why he/she believes the grade should be changed, and must seek the agreement of the affected teacher. If the teacher agrees to the proposed grade change, the parent-student will be notified and the process concluded.
4. In the event the teacher does not concur in the grade change, the principal shall notify the teacher, chairperson of the committee and the Association that there exists a dispute regarding assignment of grade and request the committee to convene.
5. Upon notification of dispute, the committee shall meet as required by law.
6. The committee shall meet as a committee of the whole and shall review the facts of the case, the principal's rationale for the proposed grade change, the teacher's rationale for the assignment of the grade, and the student/parent's objections to the original grade. The format of the meeting shall be informal, in that while each side may present its position and submit documents in support of his/her position, no side shall be permitted to cross-examine the other participants, or be represented by legal counsel. Committee members may direct questions to any of the participants at the meeting.
7. No grade initially assigned by a teacher shall be changed by the committee unless a majority of the committee finds there is a rational basis to make the change.
8. Within five working days of the committee meeting, the committee shall draft a written decision setting forth the rationale for its decision. Said decision shall be forwarded to the parties involved in the dispute.

SCHEDULE H COMPENSATORY TIME

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

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

1. No compensatory time shall be used until the teacher has accumulated 5 hours.
2. Only one compensatory day may be taken at a time.
3. Compensatory time shall not be used in conjunction with personal business day or deduct days under IX-3.
4. No teacher shall be allowed to carry over compensatory time from one school year to the next.
5. Compensatory time shall not be allowed to accumulate beyond two days. When a third five (5) hours is accumulated, said day shall be paid off at the next possible payroll or converted to a sick day at the teacher's option.

SCHEDULE I SCHOOL IMPROVEMENT AND PROFESSIONAL DEVELOPMENT

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

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

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

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

PROFESSIONAL DEVELOPMENT

Traditional PD Days

Two traditional PD days will be inserted into the contract's annual calendar. These will include each year's first teacher day and MLK day. Beginning in 2007-2008 school year three (3) additional Professional Development days will be inserted into the annual calendar. Teachers will have the option of utilizing up to one (1) personal day in-lieu-of attendance during professional development. The remainder of this section will not apply beginning with the 2007-2008 school year.

Non-Traditional PD Days

- Annually, three non-traditional "floating" PD days will be required of each SCEA member
- Non-traditional PD days will equal 18 hours.
- Activities will be district sponsored or will be related to activities mutually agreed upon by principal/teacher.
- Required non-traditional PD time is earned through a minimum of three-hour incremental activities.
- Variations may be granted in advance of the activity by the Superintendent of Instruction.
- Non-traditional PD days may be earned from June 15th through May 15th annually.
- Activities may be scheduled during summer, school day evenings and Saturdays.
- Activities must be aligned with District Professional Development goals AND either individual growth plan or teaching assignment. Deviations or appeals must be made in writing to the Assistant Superintendent of Instruction prior to the activity. The decision of the Assistant Superintendent of Instruction shall be final.
- Teachers must provide appropriate written verification of attendance and participation documentation.
- Teachers who do not participate in eighteen hours of approved non-traditional PD annually or who do not provide appropriate attendance and participation documentation will be charged deduct days with the exception that one personal day may be used pursuant to the contract. Deduct days will be prorated in three hour increments as defined in present contract language.
- Appeals will be considered by PEP.

SCHEDULE J **LETTER OF UNDERSTANDING** **403 B Plans**

The parties hereby agree that as of this date, April 30, 2004 the following companies are authorized to provide Tax Deferred Annuities. Additional companies may be added to this list in accordance with procedures contained in the Master Contract.

Equitable Life
Franklin Life Insurance
Metropolitan Life Insurance
New York Life
Variable Annuity Life (VALIC)
Northwestern Mutual Life
Companies with less than ten (10) participants are not listed.

**SCHEDULE K
SWARTZ CREEK COMMUNITY SCHOOLS HEALTH CARE PLAN**

BENEFITS FOR YOU

Life Insurance	10,000
Accidental Death & Dismemberment Insurance (AD&D)	10,000

AD&D terminates at age 65 or when employment terminates, whichever happens last. Life Insurance may be continued following termination of employment by direct payment.

**BENEFITS FOR YOU AND YOUR DEPENDENTS
[OPTION 1]**

Underwritten by Blue Cross Blue Shield of Michigan and Swartz Creek Community Schools.

MAJOR MEDICAL EXPENSE INSURANCE:

Lifetime Maximum Benefit	5,000,000 each family member
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IN-PATIENT HOSPITAL CHARGES:

Room and board and necessary medical services	100%
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Pre-admission review required for non-emergency admittance. Pre-admission review required within 72 hours of emergency admittance.

OUT-PATIENT CHARGES:

Emergency Accident or injury	100% up to R&C
Emergency Illness	90% up to R&C
Out-Patient department surgery	100% up to R&C
Radiation therapy and chemotherapy	100% up to R&C

SURGERY AND ANESTHESIA CHARGES:

PAR:	100%
Non-PAR:	
Surgeon's charges	100% up to R&C
Assistant surgeon's charges	100% up to R&C
Anesthesiologist's charges	100% up to R&C
Second surgical opinion required on certain surgeries	

IN-HOSPITAL MEDICAL VISIT CHARGES:

<u>For newborn child</u>	100% up to R&C
PAR:	100%
Non-PAR:	
First Visit (up to \$30)	100%
Subsequent Visits (up to \$10)	100%

Diagnostic X-ray and Laboratory Charges (Out-patient)	100% up to R&C
Cancer Screening Exams and Tests	100% up to R&C
Prescription Drug Charges:	
Each prescription or refill after \$ 5.00 generic	
\$10.00 formulary brand	
\$20.00 brand co-pay	100%
Home Health Care Charges: Each Benefit Period	100% up to R&C

HOSPICE CARE CHARGES:

\$5,000 maximum for the family unit

Covered charges for in-patient hospice care & in-home prior to death

Family Counseling

Non-PAR

100% up to R&C

PAR-100%

\$25/session

MEDICAL CASE MANAGEMENT:

Medical Case Management is an additional benefit available when a catastrophic medical problem occurs, i.e. neurological injury (brain & spinal cord, multiple sclerosis, amyotrophic lateral sclerosis), premature and high risk infants, trauma victims (burns, multiple fractures), amputations, cancer, AIDS and Crohn's Disease. Blue Cross Blue Shield of Michigan assigns a Case Manager who functions as a personal liaison between the patient/family, health care team, community resources and the program plan, providing suggestions and coordinating the continuity of care from the onset of illness into the long terms rehabilitation. Final decisions remain with the covered patient/family and doctor.

HUMAN ORGAN TRANSPLANTS:

\$1,000,000 transplant benefit maximum during a benefit period:

Covered charges for heart, heart & lung, liver & pancreas

Anti-rejection drugs

100%

Covered in full for first year,
then up to \$10,000 per year.Office visits, home health care, visiting nurses, surgical,
storage and transportation costs or organ procurement

Up to \$10,000 for each transplant

Transportation, meals and lodging for the recipient and one
other person during a benefit period

Up to \$10,000

Miscellaneous Charges:

After the satisfaction of \$100 cash deductible for any one individual or \$300 per family in a calendar year, miscellaneous covered charges are reimbursed at 90% of such covered charges during the remainder of the calendar year.

Out-Patient Psychiatric (maximum 50 visits per calendar year)

Skilled Nursing Facility Room and Board

90% up to R&C

PAR-90% (Up to \$45 maximum daily charge)

Other Miscellaneous Charges

Includes: physician charges, private duty nursing (RN-LPN), professional ambulance, oxygen, blood and plasma, artificial limbs, prosthetic devices, braces.

90% up to R&C

ALLERGY

Maximum reimbursement

Diagnostic Laboratory Testing

Treatment and supplies (including scratch tests)

\$625 per calendar year

100% up to R&C

90% up to R&C

Family Stop Loss

\$1,000 per calendar year

NOTE: "R&C" as used means "reasonable and customary." A charge will be considered reasonable and customary if it is the amount normally charges by the provider for services or supplies and does not exceed the amount ordinarily charged by most providers of comparable services and supplies in the locality where the services or supplies are received.

PAR: A participating provider's charges will not exceed "R&C" since they have signed a contract with BCBSM agreeing to accept their benefit determination as payment in full, and to only bill you for any deductible and co-payments or services not covered under your health care plan.

OPTION 2**Overview of Benefits**

Following is a brief overview of the proposed Swartz Creek Health Care PPO Plan benefits.

**DEDUCTIBLE, COPAYMENTS
AND DOLLAR MAXIMUMS**

	IN-NETWORK	OUT-OF-NETWORK
Deductible	None	\$250 individual, \$500 family per calendar year
Co-payment Dollar Maximums – excludes co-payments for private duty nursing, deductible, non-covered charges and charges in excess of plan benefits.	None	\$2,000 individual, \$4,000 family per calendar year
Dollar Maximums		
\$5,000,000		

PREVENTIVE SERVICES Limit of up to \$500 per family member annually

Health Maintenance Exam	100% of approved amount one per calendar year	Not covered
Annual Gynecological Exam	100% of approved amount, one per calendar year.	Not covered
Pap Smear Screening	100% of approved amount, one per calendar year.	Not covered
Well-Baby and Child Care	100% of approved amount 6 visits per year through age 1 2 visits per year age 2 through 3 1 visit per year age 4 through 15	Not covered
Childhood Immunizations+	100% of approved amount, through age 15.	Not covered
Fecal Occult Blood Screening	100% of approved amount, one per calendar year.	Not covered
Flexible Sigmoidoscopy Exam	100% of approved amount, one per calendar year.	Not covered
Prostate Specific Antigen (PSA) Screening+	100% of approved amount, one per calendar year.	Not covered
Routine Lab and Radiology Services associated with physical examination once per calendar year when performed as routine screening.	100% of approved amount,	Not covered
<ul style="list-style-type: none"> • Chemical profile • Complete blood count or any of its components • Urinalysis • Chest x-ray • EKG 		

+Age and frequency restrictions apply.

PREVENTIVE SERVICES continued	IN-NETWORK	OUT-OF-NETWORK
Routine Mammography*	100% of approved amount, one baseline between ages of 35-40. One per calendar year over age 40.+	80% of approved amount after deductible, one baseline between ages of 35-40. One per calendar year over age 40.+
PHYSICIAN OFFICE SERVICES		
Office Visits	\$5. co-payment	80% of approved amount after deductible.
Outpatient and Home Visits	100% of approved amount.	80% of approved amount after deductible.
Office Consultations	\$5. co-payment	80% of approved amount after deductible.
EMERGENCY MEDICAL CARE		
Hospital Emergency Room	\$25. co-payment, waived if admitted or for accidental injury.	\$25. co-payment, waived if admitted or for accidental injury.
Physician's Office	\$5. co-payment, waived if a medical emergency or accidental injury.	80% of approved amount after deductible, 100% of approved amount, no deductible if a medical emergency or accidental injury.
Urgent-Care Visit	\$10. co-payment, waived if a medical emergency or accidental injury.	80% of approved amount after deductible, 100% of approved amount, no deductible if a medical emergency or accidental injury.
Ambulance Services	100% of approved amount.	100% of approved amount.
DIAGNOSTIC SERVICES		
Laboratory and Pathology Tests	100% of approved amount.	80% of approved amount after deductible.
Diagnostic Tests and X-rays	100% of approved amount.	80% of approved amount after deductible.
Radiation Therapy	100% of approved amount.	80% of approved amount after deductible.
MATERNITY SERVICES PROVIDED BY A PHYSICIAN		
Prenatal and Postnatal Care	100% of approved amount.	80% of approved amount after deductible.
Delivery and Nursery Care	100% of approved amount.	80% of approved amount after deductible.

+ Age and frequency restrictions apply.

*Stand Alone Benefit (not included in the \$500.00 maximum)

HOSPITAL CARE	IN-NETWORK	OUT-OF-NETWORK
Semi-private Room, Inpatient Physician Care, General Nursing Care, Hospital Services & Supplies	100% of approved amount.	80% of approved amount after deductible.
Inpatient Consultations	100% of approved amount.	80% of approved amount after deductible.
Chemotherapy and Radiation	100% of approved amount.	80% of approved amount after deductible.
ALTERNATIVES TO HOSPITAL CARE		
Skilled Nursing Care Facility	100% of approved amount, up to 120 days per calendar year.*	100% of approved amount, up to 120 days per calendar year.*
Hospice Care	100% of approved amount, limited to the annual dollar maximum which is adjusted annually.	100% of approved amount, limited to the annual dollar maximum which is adjusted annually.
Home Health Care	100% of approved amount.	100% of approved amount.
SURGICAL SERVICES		
Surgery, including all related surgical services, anesthesia and surgical assistance	100% of approved amount.	80% of approved amount after deductible.
Voluntary Sterilization	100% of approved amount.	80% of approved amount after deductible.
TRANSPLANTS		
Specified Human Organ Transplants (liver, heart, lung, pancreas, heart/lung, small bowel/liver) must be pre-approved at designated facilities.	100% of approved amount, up to \$1 million maximum per transplant.*	100% of approved amount, up to \$1 million maximum per transplant.*
Bone Marrow Transplants	100% of approved amount	80% of approved amount after deductible.
MENTAL HEALTH AND SUBSTANCE ABUSE CARE		
Inpatient	100% of approved amount.	80% of approved amount after deductible.
Outpatient Mental Health and	80% of approved amount, 50 visits per calendar year combined between in and out-of-network care.*	80% of approved amount after deductible, 50 visits per calendar year combined between in and out-of-network care.*

* Benefit maximums apply to combined in-network and out-of-network services.

OTHER SERVICES	IN-NETWORK	OUT-OF-NETWORK
Allergy Testing and Therapy	100% of approved amount.	80% of approved amount after deductible.
Chiropractic Services	100% of approved amount, up to 38 visits per calendar year.*	80% of approved amount after deductible, up to 38 visits per calendar year.*
Outpatient Physical, Speech and Occupational Therapy	100% of approved amount, up to 60 visits per calendar year.*	80% of approved amount after deductible, up to 60 visits per calendar year.*
Durable Medical Equipment	100% of approved amount.	100% of approved amount.
Prosthetic and Orthotic Appliances	100% of approved amount.	100% of approved amount.
Private Duty Nursing	90% of approved amount.	90% of approved amount.
Hearing Care	Must be referred by a physician. Maximum benefit is adjusted annually based on the CPI, for a hearing aid for each ear during a 36-month period. An audiometric examination, a hearing aid evaluation and a conformity test for each ear during a 36-month period.	Must be referred by a physician. Maximum benefit is adjusted annually based on the CPI, for a hearing aid for each ear during a 36-month period. An audiometric examination, a hearing aid evaluation and a conformity test for each ear during a 36-month period.
Medical Case Management	Included	Included
Healthy Expectations – Prenatal Information Program	Included	Included
NurseLine – Health Information Helpline	Included	Included
PRESCRIPTION DRUGS		
Purchased at a pharmacy	\$5. – generic \$10- formulary \$15. – brand	75% of the approved amount, minus the co-payment
Mail Service	\$0 co-payment	Not covered

NOTE: Percentages based on approved amount, not provider fee.

* Benefit maximums apply to combined in-network and out-of-network services.

SCHEDULE L**Vision Benefit Program**

Complete Vision Examination	\$ 64.00
Single Vision Lenses (each pair)	\$ 84.50
Bifocal Lenses (each pair)	\$ 96.00
Trifocal Lenses (each pair)	\$120.00
Progressive Lenses (each pair)	\$200.00
Contact Lenses	\$200.00
Frames – Standard Type	\$ 65.00

The above services/items are available as follows:

Vision Examination	Once every 12 months
Frames	Once every 12 months
Lenses	Once every 12 months

Dental Benefit Program for those who DO NOT have other dental coverage (non COB)**BASIC SERVICES** **80% of R&C***

Basic Services Include Services Such As:

Examinations	Diagnostic X-Rays
Cleanings (Prophylaxis)	Oral Surgery and Anesthetics
Fillings	Root Canals (Endodontics)
Fluoride Treatment (to age 18)	Periodontics

Lifetime Deductible \$0

MAJOR SERVICES **80% of R&C***

Major Services Include Such Services As:

Inlays	Dentures (Full and Partial)
Crowns and/or Bridges	Crown and/or Bridge Repair

Annual Deductible \$0

Combined Annual Maximum \$1300 per year/per person total benefit

ORTHODONTIC SERVICES **80% of R&C***

(to age 19)

Deductible \$0

Lifetime Maximum \$1600 per person

Dental Benefit Program for those who DO have other dental coverage (COB)

BASIC SERVICES **50% of R&C***

Basic Services Include Services Such As:

Examinations	Diagnostic X-Rays
Cleanings (Prophylaxis)	Oral Surgery and Anesthetics
Fillings	Root Canals (Endodontics)
Fluoride Treatment (to age 18)	Periodontics

Lifetime Deductible \$0

MAJOR SERVICES **50% of R&C***

Major Services Include Such Services As:

Inlays	Dentures (Full and Partial)
Crowns and/or Bridges	Crown and/or Bridge Repair

Annual Deductible \$0

Combined Annual Maximum \$1300 per year/per person total benefit

ORTHODONTIC SERVICES **80% of R&C***
(to age 19)

Deductible \$0

Lifetime Maximum \$1600 per person

*R&C means reasonable and customary.

Elementary Scheduling

It is hereby agreed and stipulated by and between the Swartz Creek Board of Education and the Swartz Creek Education Association that on the first scheduled day of school each elementary principal will present a tentative daily schedule to the teaching staff for their input. The schedule will include all reasonable efforts to schedule first and second grade art, music, and physical education in the afternoon and provide as large of a block of uninterrupted morning class time for these grades as possible. After consultation with the staff, the final schedule will be determined. Special education teachers and support staff will schedule their students in consultation with the classroom teacher subject to the Principal's approval.

Evaluation Waiver

It is hereby agreed and stipulated by and between the Swartz Creek Board of Education and the Swartz Creek Education Association that the evaluation of satisfactory or above may be waived if it is mutually agreed upon by the principal and teacher. The following "Evaluation Waiver Agreement" shall be used and placed in the teacher's file.

EVALUATION WAIVER AGREEMENT

After one observation, it is my conclusion that _____ work is consistent with previous evaluations and I feel no need to continue the evaluation procedure. This waiver is agreeable to both the principal and the teacher.

Principal

Date

Teacher

Date

- 1. Tenure teachers only
- 2. Must be agreed to by the end of the first semester

- Distribute
- 1. Teacher
 - 2. Principal (Bldg. File)
 - 3. Personnel File

SWARTZ CREEK COMMUNITY SCHOOLS

SWARTZ CREEK EDUCATION ASSOCIATION

Date _____

Date _____

TEACHERS' PERSONNEL POLICIES

August 2004

of the

SWARTZ CREEK COMMUNITY SCHOOL DISTRICT

BOARD OF EDUCATION

and

ADMINISTRATION

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FAIR EMPLOYMENT

The Board subscribes to and supports the laws governing fair employment practices (Act 251, P.A. 1955, State of Michigan). The opportunity to obtain employment without discrimination because of race, color, religion, age, sex, handicap, place of residence, national origin or ancestry is hereby recognized as, and declared to be, a civil right.

SECTION I., EMPLOYMENT REQUIREMENTS

A. CITIZENSHIP

Teachers who are not citizens of the United States shall have their non-citizenship status approved by the Board before their employment.

B. HEALTH EXAMINATIONS

1. Medical Examination

a. For those returning to work:

In addition to a doctor's statement, a physical and/or mental examination by a licensed physician may be required of teachers for return to active duty after an absence of 10 days or more. The cost of such an examination shall be the responsibility of the teacher unless by a physician specified by the Board, in which case the examination will be at Board expense.

b. For those working regularly:

(1) If a teacher's physical or mental condition has shown an indication of change from the time of the last previous examination, upon recommendation of the Administration a teacher may be required to submit to a physical or mental examination by an examiner specified by the Board. The report of the examination shall be turned over to the office of the Superintendent. The cost of any such examination shall be borne by the Board. The teacher will be released from school duties for the time necessary for this examination without loss of pay.

(2) Medical records on file in the office of Superintendent are available to the examining physician. Recommendations, as to the physical and mental fitness of the teacher concerned, are made to the Board by the examining physician. The Administration shall be responsible for recommending to the Board whether or not the applicant should be placed on leave of absence or sick leave.

C. RECORDS

1. All teachers shall be responsible for notifying their immediate supervisors of any changes relative to:
 - a. Correct name, address, and telephone number.
 - b. The correct name, address and telephone number of the person to contact in case of emergency.
 - c. Any information which may have a bearing on a change of classification.
 - d. Information required concerning health and/or medical examinations.
 - e. Current data on training completed and/or transcripts of all academic work.
 - f. Personal data on credentials and certificates.

2. Any such change shall be submitted on the appropriate form. Forms are available from your immediate supervisor.

D. TEACHER REGISTRATION

It is necessary for each new teacher to register his certificate with the Superintendent as soon as possible. This certificate will be registered at the County Superintendent's office, a copy made, and original returned to the teacher. A new teacher must also file a transcript of credits with the office of Superintendent. An exception will be made in those instances where the college or university has not provided such information within the time specified providing the teacher has made a timely request.

SECTION II., ABSENCES (See also Contract Article IX)

A. JURY DUTY AND COURT SERVICE

1. When a teacher is called for jury service, or to serve as a witness in a court action not involving the Board, he shall give the Board proper notice and the Board will reimburse the employee for the difference between his regular pay and the amount he receives for court services.

2. When a teacher is subpoenaed to serve as a witness in court action involving the Board, such service will be included in his regular assignment. Any remuneration resulting from court services shall be deposited in the general fund through the Superintendent's office. Any expenses incurred by the teacher will be paid by the Board.

B. MILITARY RESERVE - ANNUAL ACTIVE DUTY TRAINING

1. Teachers who are members of any military reserve requiring annual active duty training are expected to make every effort to be excused from such training during the regular school contract period, and the Board reserves the right to make similar efforts with the proper authorities.
2. When and if the teacher is unable to be excused from such training or when it is found to be a great hardship to the teacher involved to be excused, then the Board will reimburse the teacher for the difference between his regular pay and the amount received in salary for active duty training for the period absent from school duties. The teacher will be responsible for providing the school with pay voucher covering time absent from school duties.

C. IN-SERVICE TRAINING (PROFESSIONAL DEVELOPMENT)

The Board recognizes the value of professional development. Teachers are encouraged to take part in such training. Teachers will be excused for professional conferences whenever conditions permit. Reimbursement for expenses will be paid when prior approval has been granted.

Request for attendance at any conference will be in writing to the immediate supervisor two weeks in advance together with estimate of costs.

SECTION III., EVALUATION

A. PROBATIONARY PERIOD

All teachers during their first four years of employment shall be deemed to be in a period of probation. Teachers with previous tenure from a Board of Education in the State of Michigan may be required to serve a second year of probation. The principal shall designate a tenured teacher to assist the non-tenured teacher in developing professional competencies and effectiveness.

B. OBJECTIVES

The objectives for evaluation of teachers are:

1. To serve the students in the Swartz Creek Community Schools with the best teaching staff possible.
 - a. To establish standards of performance.
 - b. To promote continual professional development.

2. To help the teachers grow in professional effectiveness and competency.
 - a. To promote communication between teachers and supervisors.
 - b. To recognize quality teaching.
 - c. To identify potential leaders and the ability to make special contributions.
3. To provide information necessary to recommend non-tenured teachers for tenure.
4. To serve as one basis for discharge of teachers.
 - a. To identify teachers having difficulty.
 - b. To establish goals to assist teachers having difficulty.
 - c. To provide due process in contract renewal or termination for tenured teachers or probationary teachers hired prior to August 1, 2004.
5. The Board and the Association agree to cooperate with programs such as ITIP and/or other programs designed to improve instruction. The Board is committed to properly utilize such programs to increase teacher effectiveness. Said programs shall not serve as the primary basis for teacher evaluation but may be used to assist in teacher improvement after problem areas in performance have been identified.

C. EVALUATORS

Teachers are evaluated by the following personnel:

1. The appropriate Principal or Assistant Principal, assisted by the Special Education Director when appropriate, evaluates teachers (full and part-time) assigned to a particular school. The evaluation reports are the responsibility of the Principal.
2. The Curriculum Director, or his designee, evaluates teachers (full or part-time) not assigned permanently to any specific school (as: music, art, speech, etc.).
3. The appropriate Principal and/or Director are referred to as the "evaluator" throughout this procedure.
4. The Director of Community Education shall evaluate all Alternative Education teachers.

D. REPRESENTATION

Upon request, a teacher may have a representative of the Association present at any conference after the initial classroom observation.

E. OBSERVATIONS

Prior to the initial classroom observation, a conference between the evaluator(s) and teacher(s) shall be held to establish good communication and to lay the groundwork for the time of observation.

All observations of the performance of any teacher shall be conducted openly and with full knowledge of the teacher. These observations form a basis for the evaluation of teaching practices, methods, and techniques. No observation of any teacher by any evaluator can be completed and report filed unless the teacher shall have been observed at work for a period of time that clearly demonstrates that a judgment of competency can be made in line with the guidelines for the evaluator(s).

In addition, a supplementary observation report will be made showing the evaluator's judgment relating to personal and professional attitudes of the teacher toward, and relationships with, the administration, professional staff, co-workers, parents and students.

If weaknesses are noted in any observation report, a statement as to the needed improvement will be given to the teacher and a reasonable period of time set for the teacher to make the proper adjustment. The evaluator(s) shall follow-up observations with a review conference and teacher's strengths and weaknesses shall be discussed. This conference shall be held within ten (10) school days of the observation and should set the stage for the next observation. Classroom observation reports, as well as the supplemental observation reports, are to be documented and lay the foundation for evaluation reports. If weaknesses are noted in an observation, a written improvement plan shall be given to the teacher. Said plan shall include assistance to be provided.

No teacher shall receive adverse comments from any evaluator in the presence of students.

Observation reports shall not be a part of the teacher's personnel file except those which form the basis for an unsatisfactory evaluation. Said observation reports shall be attached to the evaluation to which they pertain. The observation reports shall be destroyed when the teacher receives at least a satisfactory evaluation.

F. EVALUATIONS

Non-tenured teachers shall have a minimum of one, and a maximum of two evaluations each year. Each evaluation shall contain a minimum of three classroom observations. At least two classroom observations shall be completed by January 15. At least one additional observation and a final evaluation report shall be filed with the Superintendent by March 15. All non-tenured teachers hired after January 1 shall have at least two classroom observations prior to June 1 of the year hired. At least two additional observations and a final evaluation shall be filed with the

Superintendent at least 90 days prior to the end of the teacher's first year of teaching.

Each tenured teacher shall be evaluated at least once every three years. All evaluations of tenure teachers shall be filed with the Superintendent by May 20. The first observation shall be completed prior to the end of the first semester. The second observation and the supplementary observation shall be completed prior to May 1.

An evaluation report must be a written summary based on a minimum of two classroom observation reports and one supplementary observation report. Additional observations are recommended for any teacher who is experiencing difficulties.

The evaluation report will include a procedure in writing for overcoming any current deficiencies. The teacher shall be given a copy of his evaluation report. The teacher shall have the opportunity to discuss this report with his evaluator(s) and/or Principal. The evaluation report becomes a part of the teacher's personnel file and is one basis for recommendations for continuing probation, tenure, non-renewal or termination. The teacher must sign the evaluation report but his signature does not signify concurrence or approval of the evaluation. A teacher may attach a letter of reaction and/or clarification within ten (10) days of the conference.

In the event a tenured teacher is not to be continued in employment, the Board will advise the teacher of the reasons, therefore, in writing and will provide for a hearing with the Board, if requested, in accordance with the Provisions set forth in the Michigan Teacher's Tenure Act, specifically Articles IV, V, VI. A non-tenured teacher will be provided with a definite written statement as to whether or not his work has been satisfactory. Teachers hired after August 1, 2004 have no access to the grievance procedure beyond the Board level for matters of dismissal due to unsatisfactory evaluation. Failure to submit a written statement shall be considered as conclusive evidence that the teacher's work is satisfactory.

G. ADDITIONAL CONFERENCES

Conferences shall be held as needed between the teacher and evaluator for the purpose of discussing any problems and giving constructive suggestions. A report of each conference involving the teacher and evaluator is to be recorded. If there is concern by the evaluator(s) regarding the teacher's lack of professional growth, the problem will be referred to the Director of Personnel who may call a conference with the teacher and the evaluator(s). At such a conference, the observations and recommendations of the evaluator(s) are to be reviewed with the teacher and it is to be pointed out what definite improvement must be shown. A report of each conference involving the teacher, the evaluator, and/or Director of Personnel is to be recorded on the appropriate form with one copy given to the teacher, one placed in the teacher's personnel file, and one sent to the Superintendent.

H. REVIEW OF PERSONNEL FILE

Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request,

accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The administrator shall remove such credentials and confidential reports from the file prior to the review of the file by the teacher. A teacher will be given a copy of any non-confidential material in his file upon request.

I. NON-RENEWAL OF NON-TENURED TEACHERS

If a preliminary recommendation not to renew the contract of a non-tenure teacher is made by an evaluator, the teacher involved shall have the right to a hearing in accordance with the following provisions:

1. Notice of intent to discharge or not to re-employ shall be given to the teacher at least one (1) week prior to discharge hearing.
2. The case to discharge shall be presented at this hearing. The presentation shall be based on competent witnesses and/or documentary evidence.
3. The teacher may cross examine witnesses and call witnesses on his own behalf.
4. The teacher may be represented by the Association.
5. All testimony will be taken under oath or affirmation.
6. The hearing will be public or private at the teacher's option.
7. The decision given in writing will be based on issues presented in the written evaluations and evidence presented at the hearing.

SECTION IV., MISCELLANEOUS

A. USE OF INTOXICANTS

The use of intoxicating liquors during working hours, drinking alcoholic beverages on school property, or being under the influence of intoxicants on school property, or during working hours is strictly forbidden. Failure to comply with these regulations shall subject the teacher to the penalty of indefinite suspension or dismissal from the employment of the Board. Teachers are expected to conduct themselves in an exemplary manner at all times during working hours.

B. CONFLICT OF INTEREST

1. No teacher shall act as an agent for any author, publisher, or seller of schoolbooks, or school apparatus, or receive any gift or reward for his influence in recommending the purchase or use of any schoolbook, apparatus, furniture, land, service, merchandise, or any commodities to the Board, to its administrative officers, supervisory and/or technical personnel, or to any other person or persons vested with authority to do business on behalf of the Board.
2. No teacher shall engage in private tutoring for compensation for any child who is assigned to the said teacher in the regular performance of his contractual obligations to the Board. Any request for private tutoring of a child shall be referred to the school principal.

C. OUTSIDE EMPLOYMENT

The individual teacher and the Association recognize that employment with the Swartz Creek Community Schools constitutes a "full time" obligation. Under no circumstances shall a teacher involve himself in other economic pursuits to the extent that his total performance as a teacher is substandard.

D. NON-WORKING DAYS - 12 MONTH EMPLOYEES

All teachers under contract from July 1 to June 30 will be entitled to 20 working days vacation.

1. Use of Vacation or Non-Working Days

If it is not feasible for the teacher to use non-working days during the fiscal year in which they accrue, the days must be used during the following fiscal year or be forfeited. In all instances, use of non-working days shall require prior approval of the teacher's immediate supervisor. Use of non-working days accrued normally will take place during the summer months when school is not in session. Use at any other time must be approved by the Superintendent.

E. SUBSTITUTE TEACHERS

1. Any teacher accepted by the office of the Superintendent for inclusion on the approved substitute teacher list shall be responsible for observing all policies and regulations of the Board pertaining to teachers.
2. Substitute teachers are encouraged to seek advice and counsel of principals and/or consultants to improve the quality of services rendered. Any substitute teacher whose evaluations show evidence of unsatisfactory standards of work shall result in removal from the approved substitute list.
3. Substitute teachers shall be selected according to their academic preparation whenever possible.
4. The Board recognizes the value to our educational program of good, certified substitutes. Every effort shall be made to develop procedures to affect the greatest possible exchange of information between the substitute and the regular teacher. Evaluations to the principal by both the regular teacher and the substitute teacher shall be encouraged.

5. Every effort shall be made to use only fully qualified substitutes. Student teachers shall be used only during emergency situations and under close-supervision of the principal. Student teachers shall substitute only in their own training stations and with the consent of their college.
6. Substitutes shall have first consideration for full time positions.

SECTION V., PROCEDURES

A. WORKERS' COMPENSATION

1. All teachers of the Board are subject to the provisions of the State of Michigan's Workers' Compensation Act. The Workers' Compensation Act is "an act to promote the welfare of the people of this state, relating to the liability of employers for injuries or death sustained by their employees, providing compensation for the disability or death resulting from occupational injuries or disease or accidental injury to or death of employees and methods for the payment and apportionment of the same."
2. According to this Act, no compensation shall be paid until after the seventh calendar day of injury. Compensation will be paid for the duration of the absence under the terms of the Workers' Compensation Act. If the injury causes absence of over two weeks, the first seven days will also be paid.
3. A teacher who has unused sick days may choose to receive only Workers' Compensation, in which event, no charge will be made against his accrued sick days.
4. Payment for accrued sick days and Workers' Compensation shall not exceed the regularly scheduled daily wage. Charges against accrued sick days will be made in the same ratio as sick day pay is to regular daily wage.
5. A teacher who has unused sick days may choose to use them and receive his regular daily wage. On or after the eighth calendar day of the injury, the portion of his daily wage covered by compensation funds shall not be charged against his accrued sick days. If he is out of work over two weeks, the first week is also pro-rated. After all sick days have been used, the teacher shall receive only the Worker's Compensation.
6. Each teacher is responsible for completing all Workers' Compensation accident reports immediately after any occupational injury and signing a certificate outlining details of the injury.

NOTICE TO ALL TEACHERS

IT IS THE EMPLOYEE'S RESPONSIBILITY TO REPORT ALL INJURIES TO THE CENTRAL ADMINISTRATION AND THE SCEA OFFICES PROMPTLY. IN LOST TIME INJURIES, GET YOUR COPY OF EMPLOYER'S REPORT ON THE EIGHTH DAY FOLLOWING INJURY.

B. 403B PLANS

Any teacher interested in contributing to a 403b Plan may enroll by notifying the Business Office. Those teachers wishing to make changes in their annuity deduction may do so during the year as provided by law. Payroll deductions will begin when appropriate paperwork has been completed to the payroll office.

Approved companies shall be those listed in Schedule J of the Master Contract. Additional companies may be added to the list when a minimum of ten (10) completed applications are presented to the Business Office. Companies will be deleted from the list when they are not used for a period of one school year.

Updated approved companies will be available through the payroll office. There will be no telephone solicitations.

C. SALARY PROCEDURES

The following salary procedures shall apply to all teachers:

1. 12-Month Teachers

To spread the 48-week salary over 52 calendar weeks, the annual salary is divided by 26 to determine the bi-weekly salary. Any day of absence not covered by sick days, business days, or vacation will be deducted from salary on a per diem basis.

2. Payroll Dates - Teachers (Teachers hired after August 1, 1998 will be paid on a 26 pay period basis.)

Any payroll date not falling on a Friday is subject to the availability of checks.

Legally required deductions shall be made from each teacher's salary beginning with the date of employment.

- a. A teacher who leaves the employment of the Board to engage in any work not covered by the Michigan Retirement Fund may withdraw the full amount credited to his account with accumulated interest. Applications for withdrawal of funds are available at the Superintendent's office.
- b. A teacher who withdrew from the Michigan Retirement Board his accumulated contributions and who is later employed by the Board may secure retirement credit for previous service by repaying to the Retirement Fund Board the amount withdrawn plus interest.

Scheduled Pay Dates

Scheduled Pay Dates

2006-2007	2007-2008
First Day of School for Students-August 28, 2006	First Day of School for Students-September 4, 2007
September 8, 2006	September 7, 2007
September 22, 2006	September 21, 2007
October 6, 2006	October 5, 2007
October 20, 2006	October 19, 2007
November 3, 2006	November 2, 2007
November 17, 2006	November 16, 2007
December 1, 2006	November 30, 2007
December 15, 2006	December 14, 2007
December 29, 2006	December 28, 2007
January 12, 2007	January 11, 2008
January 26, 2007	January 25, 2008
February 9, 2007	February 8, 2008
February 23, 2007	February 22, 2008
March 9, 2007	March 7, 2008
March 23, 2007	March 20, 2006 (Thurs)
April 5, 2007 (Thurs.)	April 4, 2008
April 20, 2007	April 18, 2008
May 4, 2007	May 2, 2008
May 18, 2007	May 16, 2008
June 1, 2007	May 30, 2008
June 15, 2007	June 13, 2008
June 29, 2007 22 pay periods	June 27, 2008 22 pay periods
July 13, 2007	July 11, 2008
July 27, 2007	July 25, 2008
August 10, 2007	August 8, 2008
August 24, 2007	August 22, 2008
26 Pay Periods	26 Pay Periods

D. ABSENCES AND SUBSTITUTE PROCEDURE

1. When a teacher knows in advance that he is to be absent, he shall notify his immediate supervisor as soon as possible. Teachers who are absent and who know they will not be returning the following day will call their building principal by 2:30 p.m. so that the substitute can be requested to return. Any teacher whose condition improves, may however, call by the regular absence procedure and report for work.
2. When absence notification is not given sooner, a teacher shall notify his immediate supervisor or another designated person on the day of absence at least 60 minutes before beginning of the assignment. Those teachers repeatedly (twice) reporting late will be notified by letter that any future occurrence of late reporting of his/her absence will necessitate a deduction in salary for each day of late reporting, and such deductions will be made in the event of future occurrences. The supervisor shall follow established procedures for obtaining substitutes.
3. When reporting an intended absence, the teacher shall give the following information to the office of immediate supervisor in this order:
 - a. Name of teacher to be absent
 - b. School
 - c. Job assignment
 - d. Probable length of absence
 - e. Reason for absence or statement that it is personal business
 - f. Time for the substitute to report
4. Extended absences - When it is known that a teacher's absence will extend to a definite date, it is not necessary to report daily the information given at the time of the original call.
5. Notification of intent to return to work - It will be assumed that an absent teacher will report to work the following day unless he notifies his supervisor to the contrary at least 60 minutes before the beginning of assignment.

E. DISCHARGE OR DEMOTION

1. Discharge or demotion of a teacher on continuing tenure may be made only for reasonable and just cause and only after such charges, notice, hearing and determination thereof, as are hereinafter provided.
2. All charges against a teacher shall be made in writing, signed by the person making the same, and filed with the secretary, clerk or other designated officer of the Board; provided, that charges concerning the character of professional services shall be filed at least sixty days before the close of the school year. The Board, if it decides to proceed upon such charges, shall furnish the teacher with a written statement of the charges, and shall, at the option of the teacher, provide for a hearing to take place not less than thirty or more than forty-five days after the filing of such charges.

Date _____

TEACHER _____ SUBJECT _____

Time: From _____

To _____

Comments shall include examples of observed strengths and weaknesses in anecdotal form.

Techniques of Instruction:

Classroom Management:

Plan of Action, If Needed - Recommendations for Improvement:

Evaluator

This is a professional report and must be kept in strict confidence.

This form is to be processed and a copy given to the teacher as soon as possible. The Post-Observation Conference shall be held within 10 school days following the observation.

Evaluator's Copy - White

Teacher's Copy - Yellow

SWARTZ CREEK COMMUNITY SCHOOLS
Non-Classroom Observation Report Form

Date _____

Teacher _____

Comments shall include examples of observed strengths and weaknesses in anecdotal form.

Personal Qualities:

Organizational Skills:

Professional Related Activities:

Plan of Action, If Needed - Recommendations for Improvement:

Evaluator

This is a professional report and must be kept in strict confidence.

This form is to be processed and a copy given to the teacher as soon as possible after a non-classroom observation has been completed and prior to the final evaluation.

Evaluator's Copy - White
Teacher's Copy - Yellow

SWARTZ CREEK COMMUNITY SCHOOLS
Teacher Evaluation Report

NAME _____ DATE _____

SCHOOL _____ ASSIGNMENT _____ TEACHING IN FIELD OF PREPARATION _____
Yes No

Evaluator should rate the performance of the teacher in each category as Outstanding, Good, Satisfactory, or Unsatisfactory. A statement of explanation shall be made below each rating.

I. Techniques of Instruction

(Uses instructional time effectively, communicates purpose of lessons, evaluates student progress, uses a variety of motivational techniques.)

Rating: _____

Comments: _____

II. Classroom Management

(Assumes responsibility for discipline, asserts control in a fair manner, demonstrates flexibility in dealing with students.)

Rating: _____

Comments: _____

Evaluator's Copy
Personnel's Copy
Teacher's Copy

III. Personal Qualities

(Cooperates with co-workers, exhibits mature behavior and emotional stability, maintains appropriate grooming and dress, demonstrates ability to effectively communicate – oral and written.)

Rating: _____

Comments: _____

IV. Organizational Skills

(Follows building procedures, rules, regulations, directives, board policies.)

Rating: _____

Comments: _____

V. Professional Related Activities:

(Student Relationships, Parent-Teacher Conferences, Open Houses, IEPC Meetings, Committee Work, Association Activities)

Rating: _____

Comments: _____

Additional Remarks: _____

Evaluator's Copy
Personnel's Copy
Teacher's Copy

Professional Assistance Provided and Recommendations: _____

Classroom Observations Were Made On:

First Semester	Second Semester
_____	_____
_____	_____
_____	_____
_____	_____

I rate the performance as:

Outstanding _____

Good _____

Satisfactory _____

Unsatisfactory _____

Personnel's Copy
Evaluator's Copy
Teacher's Copy

Recommendations for next year on the basis of this and/or previous evaluations:

Give P-2 Contract _____ Recommend Tenure Contract _____ Continue Tenure Contract _____
Give P-3 Contract _____
Give P-4 Contract _____ Other _____

Non-tenured teachers with a rating of Satisfactory or above will be issued a Probationary Contract or placed on Tenure, whichever is appropriate. Non-tenured teachers with a rating of Unsatisfactory will be placed on a Probationary Contract, or be recommended to the Board of Education for dismissal. Areas rated Unsatisfactory must be documented.. Tenured teachers are subject to provisions set forth in the Michigan Teacher's Tenure Act.

I have read the above evaluation.

I understand that my signature does not constitute a concurrence or approval of this evaluation. I understand, also, that I may have a representative of the Association present at any conference session subsequent to the initial classroom observation.

Remarks by Teacher: _____

_____ Date

_____ Teacher

_____ Date

_____ Evaluator

This is a professional report and must be kept in strict confidence. (This form is to be processed and a copy given to the teacher at the conference session.)

Evaluator's Copy
Personnel's Copy
Teacher's Copy

SWARTZ CREEK COMMUNITY SCHOOLS
Evaluation Conference Report

Date _____

Location of Conference _____

Director of Personnel _____

Principal _____

Teacher _____

Others Present _____

Remarks by Director of Personnel _____

Signature

Superintendent's Copy
Personnel's Copy
Teacher's Copy

SWARTZ CREEK COMMUNITY SCHOOLS
Teacher Evaluation Summary

Instructions for Interpreting Teacher Evaluation Ratings:

Outstanding Ratings

This rating indicates the teacher is not only performing his role in a competent manner, but has assumed additional responsibilities or objectives. This teacher's work is highly exemplary and serves as an example for other teachers. A written narrative report which documents the rating is required.

Good Rating

This rating indicates the teacher is performing at a level that meets the specifics for his position. He has assumed additional responsibilities and should feel pleased and secure in his performance. A written narrative report which documents the rating is required.

Satisfactory Rating

This rating indicates the teacher is performing at a satisfactory level. A "satisfactory" rating means competent performance. Teachers receiving this rating should feel they are performing their jobs as expected. A written narrative report which documents the rating is required.

Unsatisfactory Rating

This rating indicates the teacher is performing at a level that does not meet the specifics for this position. When a teacher receives this rating, a clearly written explanation of why the rating was given and what specific steps should be taken to change the rating to one which is more favorable is required.

SWARTZ CREEK COMMUNITY SCHOOLS
SATISFACTORY/UNSATISFACTORY EVALUATION OPTION

A TEACHER AND EVALUATOR MAY, BY MUTUAL AGREEMENT, ELECT TO USE AN EVALUATION RATING OF SATISFACTORY/UNSATISFACTORY. SHOULD THIS OPTION BE SELECTED, THE STATEMENT BELOW MUST BE SIGNED PRIOR TO COMMENCEMENT OF THE EVALUATION. A COPY OF THE SIGNED STATEMENT SHALL BE PROVIDED TO THE TEACHER.

STATEMENT:

THE UNDERSIGNED AGREE TO USE THE RATING OPTION OF SATISFACTORY/UNSATISFACTORY FOR THE EVALUATION CONDUCTED DURING THE SCHOOL YEAR. SAID EVALUATION SHALL BE REPORTED ON THE APPROPRIATE FORMS WHICH ARE PROVIDED IN THE MASTER CONTRACT.

TEACHER

DATE

EVALUATOR

DATE

BUILDING

SWARTZ CREEK COMMUNITY SCHOOLS
Teacher Evaluation Report
Satisfactory/Unsatisfactory Option

Name _____ Date _____

School _____ Assignment _____ Teaching in Field of Preparation _____
Yes No

A statement of explanation shall be made for each category below.

I. Techniques of Instruction

(Uses instructional time effectively, communicates purpose of lessons, evaluates student progress, uses a variety of motivational techniques.)

Comments: _____

II. Classroom Management

(Assumes responsibility for discipline, asserts control in a fair manner, demonstrates flexibility in dealing with students.)

Comments: _____

Evaluator's Copy
Personnel's Copy
Teacher's Copy

III. Personal Qualities

(Cooperates with co-workers, exhibits mature behavior and emotional stability, maintains appropriate grooming and dress, demonstrates ability to effectively communicate - oral and written.)

Comments: _____

IV. Organizational Skills

(Follows building procedures, rules, regulations, directives, board policies.)

Comments: _____

V. Professional Related Activities:

(Student Relationships, Parent-Teacher Conferences, Open Houses, IEPC Meetings, Committee Work, Association Activities.)

Comments: _____

Additional Remarks: _____

Professional Assistance Provided and Recommendations: _____

Evaluator's Copy
Personnel's Copy
Teacher's Copy

Classroom Observations Were made on:

First Semester

Second Semester

I rate the performance as:

Satisfactory _____

Unsatisfactory _____

Personnel's Copy
Evaluator's Copy
Teacher's Copy

Give P-2 Contract _____ Recommend Tenure Contract _____ Continue Tenure Contract _____
Give P-3 Contract _____
Give P-4 Contract _____ Other _____

Non-tenured teachers with a rating of Satisfactory will be issued a Probationary Contract or placed on Tenure, whichever is appropriate. Non-tenured teachers with a rating of Unsatisfactory will be placed on a Probationary Contract, or be recommended to the Board of Education for dismissal. Areas rated Unsatisfactory must be documented. Tenured teachers are subject to provisions set forth in the Michigan Teacher's Tenure Act.

I have read the above evaluation.

I understand that my signature does not constitute a concurrence or approval of this evaluation. I understand, also, that I may have a representative of the Association present at any conference session subsequent to the initial classroom observation.

Remarks by
Teacher: _____

_____ Date _____ Teacher _____

_____ Date _____ Evaluator _____

This is a professional report and must be kept in strict confidence. (This form is to be processed and a copy given to the teacher at the conference session.)

Evaluator's Copy
Personnel's Copy
Teacher's Copy