MASTER CONTRACT

BETWEEN THE

SWARTZ CREEK EDUCATION ASSOCIATION

AND THE

BOARD OF EDUCATION

OF THE

SWARTZ CREEK COMMUNITY SCHOOL DISTRICT

2026-2027

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CONTRACT

SWARTZ CREEK COMMUNITY SCHOOLS

BOARD OF EDUCATION

SWARTZ CREEK EDUCATION ASSOCIATION

This agreement entered into this 16th day of June, 2026 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". Association members will be referred to as "certified staff" in this document.

WITNESSETH

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

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

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

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

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

ARTICLE I - REPRESENTATION

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Act 336 of the Michigan Public Acts of 1947, as amended, for all certified staff performing forty percent (40%) or more of school time as classroom teachers. This would include by way of illustration, but not by way of limitation, counselors, media specialists, psychiatrists, psychologists, social workers, librarians, speech therapists, hearing therapists, visiting teachers, advising or critic teachers, and teachers of the homebound or hospitalized. The positions above include personnel on tenure, probation and on per diem appointments who teach sixty (60) or more consecutive school days in the same assignment, but excludes supervisory and executive personnel engaged in direct administration and supervision of professional personnel. The term certified staff when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of the Agreement or until a representation election is held.

C. Nothing contained herein shall be construed to deny or restrict any teacher rights they may have under the Michigan General School Laws, Michigan Teacher Tenure Law, or any other applicable laws and regulations. The rights granted to certified staff hereunder shall be deemed to be in addition to those provided elsewhere. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Both parties accept, as part of this agreement, the Teachers' Personnel Policies pertaining to wages, hours, terms and conditions of employment as amended as of the ratification of the Master Contract by the Board, with the understanding that any of the policies concerning wages, hours, terms and conditions of employment will be open for review and negotiations along with the Master Contract as provided for in Article XI of this agreement.

ARTICLE II - MANAGEMENT RIGHTS

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

ARTICLE III - NEGOTIATION PROCEDURE

NEGOTIATIONS

A. Matters concerning wages, hours, terms and conditions of employment not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between them during the period of this Agreement upon mutual agreement of the parties. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters. A temporary change in contract provisions not to exceed five (5) days may be impacted by mutual agreement between the parties' representatives.

B. By the first (1st) of January preceding the expiration of the Contract, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the District. Efforts will be made by both parties to this agreement to maintain stability of membership in these negotiating groups. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification by both parties.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

ARTICLE IV - PROBLEM SOLVING & GRIEVANCE PROCEDURE

DEFINITIONS

1. A "problem" is herein defined as a matter or situation regarded as unwelcome or harmful and needing to be dealt with and overcome.

2. A "grievance" is herein defined as any problem concerning wages, hours, terms or conditions of employment not satisfactorily solved in so far as the member or the Association is concerned.

3. An "abeyance" is a state of temporary suspension, deferment, or temporary postponement. Matters can be held in abeyance pending further inquiries only if agreed upon by both parties with an abeyance end date. Abeyances may not be longer than twenty (20) school days.

4. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall prevent any employee from presenting a grievance to the employer and to have said grievance adjusted without intervention of the Association if said adjustment is not inconsistent with the terms of the collective bargaining agreement and the Association has been given an opportunity to be present at said adjustment. The grievance procedure, herein outlined, affords the sole and exclusive remedy for complaints and grievances under this Agreement, and the sole method of expression or communication of a view, grievance, complaint, or opinion or any matter related to the conditions or compensation of public employment of their betterment.

5. Prior to Level One of the grievance procedure there should be a personal discussion of the issue or concern between the grievant, the immediate supervisor, and an Association Representative who shall attempt to resolve the problem as simply as possible. This meeting, however, shall not interfere with timely filing of a grievance.

PROBLEM SOLVING & GRIEVANCE PROCEDURES

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

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

C. Any problem must be filed within thirty (30) school days of the occurrence or reasonable knowledge thereof.

1. FIRST STEP - Report the alleged violation to immediate supervisor

2. SECOND STEP - Superintendent or Designee

Beginning with the second step:

A. Certified staff may be represented by at least one (1) and not more than four (4) persons of their choice to assist in obtaining a solution to the problem.

B. Any records the certified staff and their representative determine to be beneficial to the solution of the problem will be available to the Association except in cases where the certified staff themselves request that the records not be given.

C. The final answer to the problem at each step will be available for examination by the Association.

1. Certified staff appeals the decision in writing to the next higher official.
2. Superintendent or designee calls all persons together who are concerned with the problem and keeps a written record.
3. Superintendent or designee considers all the facts and gives their written decision to all concerned within five (5) school days after receipt of the problem.
4. Certified staff is considered satisfied if no written appeal is lodged within five (5) school days after receipt of written decision.

3. THIRD STEP - Board Level

A. Any certified staff member, group of members, 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. Certified staff exercises their right of appeal to the Board through the Association.

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

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

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

5. Within fifteen (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 certified staff involved.

4. FOURTH STEP – Arbitration

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

B. It shall be the function of the arbitrator, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation, misapplication, or misinterpretation of the specific articles and sections of this Agreement.

    1. They shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

    2. They shall have no power to establish salary scales or change any salary as specified in the Agreement.

    3. They shall have no power to rule on the termination of employment or failure to reemploy any teacher to a Schedule B position.

    4. They shall have no power to change any practice, policy, or rule of the Board unless such practice, policy or rule is an alleged violation, misinterpretation, or misapplication of the express articles or sections of this Agreement. It is understood that any matter not specifically set forth in the Agreement remains within the reserved rights of the Board.

C. Both parties agree to be bound by the decision of the arbitrator if the award is within their authority as specified in this Article. It is further agreed that either party may appeal the arbitrator's decision or award to a court of competent jurisdiction or refuse to be bound by said award or decision if the arbitrator has exceeded their authority or if there is evidence of fraud.

D. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

E. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolved.

ARTICLE V - ASSOCIATION RIGHTS

1. CERTIFIED STAFF RIGHTS

A. Pursuant to Act 336 of the Michigan Public Acts of 1947, as amended, the Board hereby agrees that every certified staff 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 certified staff 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 certified staff with respect to hours, wages or any terms or conditions of employment by reason of their membership in the Association, their participation in any activities of the Association or collective professional negotiations with the Board, or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment specified by this contract.

B. The Board shall not, directly or indirectly, discriminate against any certified staff with respect to hours, wages, terms or conditions of employment or application of the provisions of this Agreement or Board policies, and the Association shall not, directly or indirectly, discriminate against any certified staff with respect to membership representation or participation in Association activities, by reason of race, creed, religion, color, national origin, age, sex, marital status, sexual orientation, handicap, or political beliefs.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. No certified staff shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off the school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.

D. The Board will make available an unused space, deemed suitable by the Association, for office space. In addition the Board will assist the Association to obtain telephone facilities at a location mutually agreed upon and at the Association's expense.

E. The Board agrees to furnish the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the Board, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, and complete studies in respect to hours, wages, and terms and conditions of employment.

F. Any unusual or peculiar mode of dress causing concern will be brought to the attention of the individual teacher involved. A certified staff's personal appearance should be consistent with the standards of their own profession. Any questions involving the basic standards for the Swartz Creek Community Schools should be referred to the teacher's building principal.

G. Certified staff shall be entitled to be represented by the Association and/or have present a representative of the Association in any matter dealing with employer-employee relationships.

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

I. Academic Freedom

1. The parties seek to educate young people in the democratic traditions, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution, and to instill appreciation of the values of individual personality consistent with the general welfare of the 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. Certified staff shall maintain a strictly non-political and non-sectarian position in the classroom. Schools shall not be used to advocate any political or religious position, sell tickets, or in other ways to conduct any activity which might be considered partisan in nature. Included herein, and specifically recognized by the Association, shall be any discussion of issues which may be present in the collective bargaining relationship between the parties. The foregoing shall not affect proper discussion of election procedures and forms of government.

J. When material is placed in a certified staff~~'s~~ member's file a copy shall be given to the certified staff at the time it is placed in their file. The certified staff member may attach a letter of clarification.

2. RELEASE TIME

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

B. The Association President shall be released for the purpose of administering this agreement as follows:

1. If the President is a secondary certified staff, the Board will assign them one (1) less class period per day. Their preparation and released time will be scheduled contiguously.

2. If the President is an elementary certified staff, the released time will be provided on the basis of one (1) 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 of the Association President or; if said payment is not allowed, the Board will remit a like amount to the Association. (Like amount includes both employer and state contributions)

5. Alternative compensation or release time may be agreed to by both parties on an annual basis.

C. All negotiation sessions between the Board and the Association shall be held outside the school day unless agreed to by both parties.

D. Release time for Association business not including negotiations, shall be provided in the amount of one (1) such day for every ten (10) certified staff, substitute costs to be paid by the Association. Any additional Association days under this formula shall be granted only if the Association assumes the costs of the pay for substitutes involved. These days shall only be used for the benefit of all Bargaining Unit Members, regardless of Association membership.

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

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

ARTICLE VI - REMUNERATION

1. SALARY

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

2. OUTSIDE EXPERIENCE

A. All teachers employed as of August 21, 2003 may be given credit on the salary schedule for full semesters of actual teaching experience in any public or private school. Teaching experience will be granted at the discretion of the Superintendent.

B. Said placement shall not be grievable.

C. Experience must be performed after issuance of a valid certification.

D. Military service may be allowed for up to three (3) years for certified staff.

3. SALARY ADJUSTMENTS FOR TRAINING AND/OR EXPERIENCE

A. Certified staff who complete additional training and who are eligible for a higher classification on the salary schedule due to additional training or education will be eligible for compensation increase at the beginning of the first or second semester. Certified staff will provide written notification to the Director of Human Resources December 31 for changes that will be effective for the second semester, or July 31 for changes that will be effective for the start of the first semester. The change is to be applied subject to verification by written college or university transcript no later than October 1 for first semester adjustments, or February 1 for second semester adjustments. Adjustments made for the next semester will be prorated and/or adjusted for the new salary step amount for the remaining pays for that school year.

B. Certified staff 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 certified staff 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.

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

   1. Courses are at the graduate level.

   2. Graduate courses in education or graduate courses specifically related to the certified staff member's assignment or as part of a planned program leading to additional teaching, administration or counseling certificate endorsement.

   3. Graduate courses completed following employment in the Swartz Creek Community Schools District.

   4. Specially-licensed certified staff whose licensure and certification requires graduate programs that consist of 60 or more credits (Speech Pathologists, School Psychologists, Social Workers, etc.) will be placed on the MA+30 lane of the pay schedule.

C. It is the certified staff's responsibility to furnish proof of hours completed. Only credits earned after a degree's completion will be counted toward the next bracket on the salary scale. Course work must be accredited by a college or university with state or national accreditation. All contract adjustments will be dependent upon a complete transcript showing date, degree received, and dates of subsequent courses taken.

D. Experience credit will be equated to full-time teaching only and documentation of employment will be necessary. Once a certified staff member 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 certified staff 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. Banking direct deposit deductions are made every payroll. Deduction statements shall be limited to one (1) declaration and two (2) changes - one (1) during each semester.

3. U.S. Government Bonds.

4. Teachers' benefit funds.

5. Other deductions as approved by teacher certified staff and administration.

6. Deferred Annuities

7. 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 (1)/contract days.

2. The deduction procedure for inclement weather will be followed (Article IX, Inclement Weather).

4. UNION DUES DEDUCTION

A. The Board agrees to deduct membership dues for the Association from a certified staff member's wage upon submission of a voluntary written authorization, in compliance with the Payment of Wages and Fringe Benefits Act, from the certified staff member to the superintendent or their designee.

1. Dues deductions shall continue indefinitely until the certified staff member, in writing, revokes their authorization.

2. If the certified staff provides written notice to the superintendent or designee that they are nullifying their authorization from dues deductions, the Board shall have the right to immediately suspend collection of the membership dues for that specific employee.

3. Certified staff who are employed at the start of the school year may elect payroll deduction of dues until the second Friday in September. Certified staff who are hired after the start of the school year will have thirty calendar days to elect for payroll deduction of dues and to submit their written authorization.

4. Deductions will be made in equal amounts from paychecks, as authorized by certified staff, beginning with the second pay following receipt of the voluntary written authorization. Members authorizing dues deductions will have dues deducted up to and including the 21st pay of the contract year.

B. The Association will inform the District of the members who have opted into payroll dues deduction. The Association will provide the District with the required dues amounts for each enrolled member.

C. Upon receipt of authorized payroll deductions of Association dues, assessments, and contributions to the Association, the Board shall transmit these payments promptly to the Michigan Education Association via ACH. Accompanying the distribution of payments will be a report indicating amounts attributable to each bargaining unit member, with the member's name and employee ID number. The Association will provide a spreadsheet template for the ease of reporting information.

D. In the event any individual or entity files any complaint or claim against the Board (which includes its agents, employees, and officers) regarding dues deduction, the Association agrees to indemnify, defend, and hold the Board harmless against all costs, fees, claims, demands, suits, or other forms of liability that may arise out of or by reason of action by the Board for the purpose of complying with the Agreement to deduct Association dues set forth above. Further, the Board shall be held harmless for the assessment and collection of Association dues and the imposition of any penalties related to an employee's non-payment of Association dues.

5. FRINGE BENEFITS

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

Beginning November 15, 2013, the Board will pay the maximum amounts allowable each medical benefit plan coverage year under PA 152 as divided equally over 20 pays towards health care.

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

1. During the open enrollment period, certified staff may sign on for health care insurance.

2. Dental and vision programs and services will be provided to certified staff and their eligible dependents by the Board. The current benefit options can be found on the

District website which outlines the current level of vision and dental coverage. The Association and the Board will maintain an oversight committee to monitor the health care program along with the dental and vision plans as to their overall effectiveness. The District PEP committee will assist in selecting members for the oversight committee. The committee will meet as needed. Any life insurance included in a health care policy will be offset against the life insurance included in the group life insurance policy.

B. Certified staff not electing health insurance coverage under Section A above shall be eligible to receive $4000.00 per year paid in $400 monthly payments over 10 months (September through June). This amount will be prorated for new hires that start after the first teacher work day and also prorated for staff that terminate before the last teacher work day. Certified staff must verify annually that they have minimum essential coverage for health insurance from another source and are eligible for the opt out arrangement to receive cash in lieu of health insurance.

C. Full payment of $45,000 AD & D convertible group term life insurance, with waiver of premium, on all certified staff.

D. Long Term Disability
All certified staff shall be provided long term disability with the following specifications:

1. 66 2/3% of annual salary with a monthly maximum benefit of $5000. Basic monthly wages to be annual contract salary divided by twelve (12).

2. Waiting period of ninety (90) calendar days or accumulated sick leave, whichever is greater, before receiving LTD benefits.
    a. For members who qualify and are approved for LTD benefits, and have not accumulated the number of sick days necessary to bridge the ninety (90) calendar day waiting period, a sick day donation may take place with the following conditions:

        i. The Board will provide the Association with the number of sick days required for the member to bridge the ninety (90) calendar day period.

        ii. The Association will be responsible for soliciting days for donation from members.

        iii. The Association will provide administration with a list of members donating, the numbers of days each are donating, and the order in which they are to be applied toward the needed number of days by the member qualified for LTD.

1. If a surplus of days are donated, the Association will use a blind draw to select which days will be used. Surplus donations will be returned to the donating member.
    a. Example: A ticket with the donating person's name will be created for each day donated [person donating ten (10) days would have ten (10) tickets]. Then the Association President will draw out the total number of tickets/days necessary in order to fulfill the request.
2. If the member who is qualified for LTD does not use all of the donated days for any reason, the unused days will be returned to the donating members.

iv. The Association will have two (2) weeks from the date of Notification by the Board to provide the list of donating members and number of days donated.

v. Once the Board receives the list of donated sick days from the Association members, the donation becomes permanent and days may not be reclaimed by the donating members, except as provided above.

3. Maximum income period in conformance with current federal rules on age discrimination.

4. Disability benefit offsets:
    a. Family social security disability benefits
    b. Workers' Compensation
    c. Other group disability plans
    d. Michigan Public Teachers Retirement Act

5. Integration with Social Security to be frozen at the level of benefits which exists at the 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 twenty-four (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 illnesses.

E. Requested Leave

1. Fringe benefits will be paid through the end of the current month if requested leave begins prior to the 10th of the month, and through the following month if requested leave begins on or after the 10th of the month.

2. When on an approved extended leave of over one (1) month, a certified staff member 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 Board to make advance deductions.

3. All fringe benefits will be terminated after an individual contract is deemed to be null and void.

F. Childcare Subsidy

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

G. License Fees for Social Work, School Psychologists, and Speech Pathologists

1. Specially licensed staff (Social Work, School Psychologists, and Speech Pathologists) who regularly submit claims for reimbursement through medicaid, will have their renewal fees for their licensure paid by the district to the State of Michigan.

ARTICLE VII - TEACHING RESPONSIBILITY

1. TEACHING RESPONSIBILITY

A. Work Day

1. Each employee shall be responsible to work the following hours required to accomplish their total teaching instructional assignment, inclusive of being at their assigned area at the official beginning of each work day.

2. The employee work day will consist of those hours as depicted on Schedule D of this contract.

3. Employee shall be in their place of assignment according to their time as depicted on Schedule D.

4. Lunch periods will be scheduled by the administration. Each certified staff member 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 thirty (30) minutes.

5. The high school and middle school schedule shall not consist of more than five (5) teaching periods, one (1) conference period, and one (1) advisory period, or six (6) teaching periods and one (1) conference period in any one day. The structure and schedule of advisory will be developed in collaboration with secondary certified staff. The collaborative team will include classroom teachers from both the High School and Middle School, and the structure of advisory will be revisited each year by May 1. Elementary staff will receive no less than five (5) conference periods per week.

6. Certified staff 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 the building principal.

7. The Association recognizes that the work day extends beyond the times when certified staff are working directly with students. There will be one day each week that certified staff are required to report before or after school for Professional Time. This Professional Time can be used for:

    a. Planning time and preparation

    b. Professional learning sessions

    Professional learning sessions that are online in nature when approved by the building administrator as part of a teacher's growth plan may be completed off-site and the staff member is not required to physically report that week for professional time. These sessions may not exceed sixty (60) minutes. These hours may be completed flexibly throughout the week at the staff member's discretion and will replace the staff member's in-person professional time for that week with appropriate documentation. If the module is longer than ~~ninety~~ sixty (60) minutes, it may be completed in multiple-week sessions of professional time.

Certified staff and building principals will use a portion of the staff meeting time to establish a collaborative partnership throughout the year to determine PD needs based on the district's mission and building needs, and to determine how best to meet those needs in accordance with guidelines for professional development that qualify for Michigan Legislative Requirements set forth by the Michigan Department of Education. The number of professional learning sessions required will be determined by the number of six-hour days of professional development scheduled for that school year and the number of hours of professional development the district must provide, in accordance with the Michigan Legislative Requirements.

c. Staff meetings

One meeting per month will be reserved for staff meetings as needed by the building administration. If a staff meeting is not necessary that month, certified staff may report/leave at their routine day-report time.

d. Collaborative team/department meetings

e. Other appropriate school-related work approved by the building administrator that will not require direct work with students.

This day may fall on a Tuesday, Wednesday, or Thursday. This time can fall before or after the school report as chosen by the building administrator. The day and time for the school year will be chosen by the building principal in collaboration with the building staff. This day and time will remain consistent throughout the year, with flexibility for the building administration to adjust as needed with at least one week's notice to building staff. The time for this extension will not exceed sixty (60) minutes from the contracted report time.

Certified staff will also report for their Routine Day report time during open house days that fall on a student attendance day, and any day during the week immediately before a holiday or break (fall, winter, or spring). For the week of parent-teacher conferences there will be no Professional Time scheduled. During the last week of school, there will be no Professional Time. The last week of each marking period, there will be no professional time scheduled.

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

B. Certified Staff Accountability

1. The certified staff shall accept a professional responsibility for the education of those children assigned to them.

2. The certified staff shall prepare and present to the students under their charge such instruction as shall be appropriate in accordance with grade or ability level and subject area.

3. The certified staff shall refer students with special problems to appropriate special personnel through established channels.

4. The certified staff shall keep accurate records of attendance and achievement.

5. The certified staff shall make periodic reports of pupil progress.

6. The certified staff shall pay due regard to physical conditions affecting pupil progress and report such conditions as they interfere with learning.

7. Certified staff shall use good judgment in safeguarding school materials, equipment, and facilities assigned to them and will make reasonable efforts to conserve on supplies related to the classroom.

8. Certified staff 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 certified staff during the normal school day. Certified staff will encourage good housekeeping practices in the halls, respective classrooms, and their lounge.

9. Certified staff 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 certified staff. If this responsibility is assumed by a volunteer, training will be provided.

2. CERTIFIED STAFF LOADS AND ASSIGNMENTS

A. Class Load

The normal weekly workload for certified staff shall not exceed twenty-seven (27) hours and fifty-five (55) minutes of teaching or supervision periods, and five (5) conference periods. For elementary certified staff, all student scheduled time for specials or elective courses shall be assigned as conference and/or preparation time.

B. Class Size

1. The board recognizes the importance of maintaining reasonable class sizes for the most effective learning environments. The Board will strive to keep class sizes at an equal level and, if increases prove necessary, to make pupil assignments on an equitable

basis. The Board will make every possible effort to maintain the following class size ranges:

Grade Level & Classroom	Ideal Class Size	Suggested Maximum
Pre-K, E5 & Kindergarten	22	26
Elementary School Grades (Grades 1, 2, 3, 4, and 5)	25	30
Special Education		Not to exceed state recommended maximum
Middle School (Grades 6, 7, 8)	25	32
High School (Grades 9, 10, 11, 12)	25	33
Secondary Physical Education	30	40
Secondary Band & Choir	35	60
All other secondary courses not mentioned above	25	33

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

3. Teaching an Elementary Split-Grade Class

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

   a. 4.0% of the employees annual salary as determined by salary schedule A for a full year assignment.

4. Student transfers occurring after the fifth Friday of each semester shall be for a good cause. All personnel affected will be consulted prior to the transfer.

C. Compensation for Students Above the Suggested Class Maximums

1. On student count day of each semester, a count of pupils per class shall be taken.

2. In the event that a certified staff member is assigned a student above the "suggested maximum" (see table on page 22) number of students, the teacher will be paid additional compensation:

    a. Elementary classroom teachers who are assigned to classes which exceed the suggested maximum of twenty-six (26) in Pre-K, E5 or Kindergarten and thirty (30) in grades 1-5 shall receive an additional payment of $250 calculated on a per student/ per day/ per semester basis as of student count day each semester.

    The formula for the calculation will be the following:

    $250 per student divided by the number of days in the semester = daily rate/student

    Daily rate per student per day x (multiplied by) the number of days the overload occurred in the semester = compensation for the semester

    b. Elementary specials/elective teachers who are assigned to classes which exceed the suggested maximum of twenty-six (26) in the Pre-K, E5 or Kindergarten and thirty (30) in grades 1-5 shall receive an additional payment of $250 calculated on a first student/per day/per hour basis as of student count day each semester.

    The formula for the calculation will be the following:

    $250 per student divided by the number of days in the semester = daily rate/student

    Daily rate per student divided by the hours per day (6) = the hourly rate

    Hourly rate for student x (multiplied by) the number of hours the overload occurred in the semester = compensation for the semester.

    c. Middle School and High School teachers who are assigned to classes which exceed the suggested maximum in the chart above shall be paid $50 per section/class, per student, per semester as of student count day each semester.

    d. The formula for the calculation will be the following:

    $50 per section/class divided by the number of days in the semester = daily rate/student

    Daily rate per student x (multiplied by) the number of days the overload occurred in the semester = compensation for the semester.

3. If on or subsequent to the day of the count the number of students exceeds the suggested maximum, such teacher shall be paid overload pay for the remaining weeks of the semester.

4. It is further understood that if an overload occurs prior to student count day, no additional compensation will be paid.

5. Overloads are paid the first 1st (first) full payroll following the end of each semester.

6. When Early 5 classrooms exceed twenty-seven (27) students and kindergarten classrooms are over thirty (30) students, the classroom will receive a Student Support Professional (SSP) to assist with their students for a minimum of four (4) student contact hours daily for the duration of the overload.

7. Special Education certified staff will be compensated for students on their caseload beyond twenty (20) at the rate of $50 per student per semester.

D. Regular Sustained Teaching During Preparation Period

The Board recognizes that in no way does an overload schedule for one (1) certified staff member diminish the importance of this unassigned period of another may volunteer to teach an additional class during their preparation period for a full semester or full school year. When the opportunity to teach during a preparation period arises, the following shall apply:

1. Any certified staff interested in teaching during their preparation period must notify the Superintendent or Designee and the Association President in writing by the last day of school for the next school year. If a six-fifth (6/5) opportunity presents itself in the school year for that current year then that opportunity must be presented to all teaching staff who have the correct certification in that building. Administration has the right to select from the interested teachers for that assignment.

2. Teachers who teach an additional class shall be paid according to the following schedule:

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

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

E. Counselors, Social Workers, and Teacher Consultants will work the regular contract year. If assigned additional time, they will be paid additional at their regular rate. Counselors will be paid their per diem (daily) rate for up to one-hundred (100) hours of work outside the

contractual school year. A work schedule will be developed by the counselors within each building and sent to the building principal for approval.

ARTICLE VIII - PROTECTION

CERTIFIED STAFF

A. The Board recognizes its responsibility to give all reasonable support and assistance to certified staff with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular student 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 certified staff member in fulfilling their responsibilities to such students.

B. If any certified staff member is complained against or sued by reason of disciplinary action taken by the certified staff against a student, the Board will provide all possible legal counsel and assistance to the certified staff in their defense.

C. Time lost by a certified staff member in connection with any incident mentioned in this Article, not compensated for under Workers' Compensation, shall not be charged against the certified staff unless they are adjudged guilty by a court of competent jurisdiction.

D. When a physical assault, or threat of physical assault occurs against a certified staff, the following shall be in effect: The certified staff will be excused during the time the supervisor investigates the alleged physical assault or threat of a physical assault. The definition of an assault being causing or attempting to cause physical harm through force or violence. Depending on the severity of the situation, the certified staff member may be excused for the remainder of the day with pay without utilization of sick or personal time for that day, as determined by the supervisor. The excuse will not be unreasonably withheld by the supervisor.

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

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

E. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the

education 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 certified staff member of their responsibility for communicating and enforcing the policies regarding students as determined by the Board and published in the student handbook.

G. Certified staff 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 certified staff which is damaged or destroyed because of fire, wind, rain or other physical plant problems will be replaced or paid for by the Board.

I. Student classroom assignments are made by the building principals. Students will be assigned to classes in such a manner as to equalize the ratio of boys and girls, retained and special education students and academic abilities. Parent requests will be taken under consideration if submitted in writing. This section will be applied in accordance with state and federal law.

J. When students are in a state of dysregulation, they are not productive members of the learning environment and therefore require intervention. When certified staff have used multiple deescalation strategies and the student is still dysregulated, the student may be removed from the classroom with behavioral support at certified staff discretion. When a student is removed from the classroom at the secondary level (6-12) they may not return to the same class period from which they were removed that day. When a student is removed from the classroom at the elementary level (K-5), they may return to class once they are regulated (not until a minimum of 30 minutes have passed unless the certified staff agree it should be sooner).

Article IX - Evaluations

A. Beginning with the 2024-25 school year, the negotiated performance evaluation system may include a rigorous, transparent, and fair performance evaluation system that includes:

1. The teacher and administrator will, in cooperation, identify specific performance goals to improve their effectiveness in the upcoming school year.

2. An evaluation of the teacher's job performance with timely and constructive feedback.

3. clear approaches to measuring student growth with relevant data on student growth.

4. multiple rating categories that take into account student growth and assessment data or student learning objective metrics.

5. Using student growth and assessment data or student learning objective metrics as 20% (or the State Law threshold, if not 20%) of the year-end evaluation determination.

    a. Student growth and assessment data or student learning objectives may consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by grade-level/department-level teachers and administrators.

        i. Examples of such growth and assessment data include, but are not limited to, standardized test scores, local assessment data, and grade-level/subject-level student learning outcomes.

    b. The teacher, in conjunction with their evaluator, may be allowed to eliminate data attributable to students who have excessive absences, are partial-year transfers into/out of the teacher's classroom, or have other anomalous circumstances that warrant eliminating that data.

    c. That data used in this section must be attributable to the actual teaching responsibilities of the individual teachers, unless using shared attribution of the building and/or district.

B. <u>Process</u>: All evaluated staff will be explained the district evaluation system, Individual Growth Plans, Individual Development Plans, and the observation feedback cycles. (If the evaluated staff miss a meeting where this explanation occurs, it is their sole responsibility to gather the explanation.)

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

    a. The teacher should, barring extenuating circumstances, be notified by September 30 of each year of the administrator who will conduct their year-end evaluation.

    b. An observation must include a review of the lesson plan and pupil engagement in the observed lesson.

    c. Observations must be minimally 15 minutes in length.

    d. The evaluator will provide written feedback within ten (10) school days. The feedback may include but is not limited to "noticing and wonderings," feedback on the lesson plans, feedback on the activity, and feedback on components of the instructional framework. Such feedback may be discussed during a post-observation meeting (via electronic or face-to-face) between the administrator and the teacher conducting the observation. The post-observation meeting (via electronic means or face-to-face) may be held no later than fifteen (15) school days after the observation occurred.

    e. For staff not on an IDP, classroom observations of a teacher in a school year should be at least two (2) weeks apart. The first observation may occur no later than the last day of the first marking period.

    f. For certified staff on an IDP, there shall be at least five (5) classroom observations of a teacher in a school year. A new observation may not take place until the previous feedback cycle has

concluded. If the teacher slows (by failure to respond within ten (10) school days) the observation cycle, the administrator may mark the cycle as complete. The first observation of a staff member on an IDP will take place no later than October 20 of each school year. The initial observation must be an in-classroom observation.

g. The evaluated teacher shall have at least one scheduled observation. The teacher and evaluator should agree on the scheduled observation at least 24 hours prior to the observation.

2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective," "developing," or "needing support."

   a. The year-end evaluation meeting should, barring extenuating circumstances, take place by May 20th of each school year. If no year-end evaluation is conducted, the teacher may be deemed "effective".

   b. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they may be evaluated every third year thereafter. If the year-end rating is not "effective" on an evaluation following the third year, the teacher may be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

3. Teachers who work less than 60 days in any school year (because of being newly hired or on a district-approved leave), or who have accumulated district-approved leave of absence from work during the school year amounting to a total of thirty (30) days or more, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process, may not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year if it was conducted by the district.

4. Teachers confirmed in writing that retirement will occur after the school year will not be evaluated, but may be observed.

5. In addition to the above procedures, teachers who are evaluated with an IDP shall be provided with the following:

   a. Specific performance goals will be developed in consultation with the teacher to improve effectiveness for the next school year.

   b. Training provided by the district to assist the teacher in meeting the goals of the IDP.

   c. A mid-year progress report, conducted after at least two (2) classroom observations, completed no later than February 15, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement.

   d. A mentor teacher who is informed of the conditions and requirements of the IDP to assist the mentee in the performance goals of the IDP.

6. All teachers shall have the right to submit a rebuttal to their evaluation, which will be included in their personnel file and attached to the year-end evaluation.

C. Rights of Tenured Teachers:

1. A tenured teacher who is rated as "needing support" may have the following due process rights to challenge said rating:

    a. The teacher may request a review meeting of the evaluation and the rating to the district's Superintendent or designee. Such requests must be made in writing within 30 calendar days after the teacher is informed of the rating, and a meeting with the Superintendent or designee may be held no later than ten (10) calendar days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating may be provided to the teacher within thirty (30) calendar days after the meeting. If a teacher is unsatisfied with the outcome from the district Superintendent's designee, they may repeat this process with the Superintendent. The Superintendent's decision is final.

D. Training on evaluation system, tools, cycles, and reporting forms:

1. Any certified staff member not trained in the evaluation process by the district may be trained in the first four (4) weeks of the school year. This training will be made available as an option to all certified staff.

2. Administrators will receive training and ongoing professional development on the evaluation tool. This training may include but is not limited to, initial training, calibration, and rater reliability.

3. Certified staff not on the evaluation cycle for any given year may still go through the observation feedback cycle with their evaluator. This cycle is for the purpose of growth, not evaluation.

4. A certified staff member's evaluator or building administrator may put a certified staff member back on the yearly evaluation cycle for reasons (not limited to) of attendance, discipline, classroom management, inability to handle the rigors of teaching and poor performance.

ARTICLE X - ABSENCE

1. SICK DAYS

A. Each regular employee shall be granted sick days annually as follows, with unlimited accumulation:

1. Twelve (12) days for full-time certified staff.
2. Sick days for certified staff who work less than full-time will be prorated.
3. Sick days are to be used in no less than ½ day increments except when authorized by the building principal.

B. Accrued sick days shall be credited to each employee on July 1 of each year or on the first day of employment for those working as bargaining unit members, and the new year's total allowance will be added at the beginning of the school year. If death occurs to a certified staff member while on active duty, payment will be made to the estate of the certified staff member for all of the certified staff's unused accumulated sick days at the regular deduction rate one(1)/contract days.

C. The total unused portion of the annual sick day allowance shall be permitted to accumulate without limit.

D. Accumulated sick days shall be used only for personal illness, physical disability, death in immediate family, illness in immediate family, doctor or dentist appointments where illness is the cause of appointment, except in extreme hardship cases. Exceptions shall require approval of the Superintendent.

E. After the tenth (10th) 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 certified staff member'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 certified staff member is capable of returning to work.

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

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

F. No regular certified staff forfeits or accumulates sick days during approved leaves of absence periods. However, the certified staff shall not be eligible to use sick days while on leave of absence.

G. Resignation
   1. A certified staff desiring to resign must file a letter of resignation with the Human Resources Office.
   2. Any certified staff discontinuing their services in any other manner shall forfeit their rights to continuing tenure.
   3. On the date the certified staff member's resignation becomes effective all salary, fringe benefits and accumulated sick days automatically terminate.

H. A certified staff member absent longer than seven (7) work days because of an illness or injury incurred as a result of performing services for the Board shall be covered by the Workers' Compensation Act. (See Workers' Compensation.)

2. INCLEMENT WEATHER

A. The Association recognizes that the responsibility for determining whether or not school shall be in session during inclement weather rests solely with the Superintendent. Certified staff 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, certified staff shall not be required to report. Should certified staff report and a building is later closed, certified staff shall not be required to remain.

B. Certified staff who are unable to report because of inclement weather when school is in session shall be allowed to use personal leave days or sick leave days if no personal leave days are available.

3. PERSONAL BUSINESS

A. Four (4) days of the above sick days may be used for personal business with notification of absence only. These four (4) days may accrue as sick days if not used on personal business but will not accrue as personal business days. No paid personal business day can be taken the day before or the day after school is closed for a holiday without approval of the principal.

B. Additional personal business days to those included above (Paragraph A) shall be without pay. Deduction shall be at a rate of 1/contract days. Except in cases of unforeseen circumstances, any use of this paragraph in excess of five (5) consecutive school days shall require approval by the Superintendent. Days used under this section may not be used in conjunction with personal business days under Section A above. Exceptions may be granted at the discretion of the Superintendent.

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

4. DETACHED SERVICE LEAVE

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

5. BEREAVEMENT LEAVE

A. 5 (five) work 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 certified staff 's or spouse's child, foster child, parent, grandparent, grandchild, brother, sister, spouse, step parents, in-laws, or any individual who has lived in the teacher's immediate household for at least 5 (five) years. Cohabitating partners of at least 5 (five) years will be treated as a spouse for the purpose of this policy. These 5 (five) work days may be used non-consecutively in the event that services are delayed. Documentation may be requested to verify service dates.

B. One (1) additional day will be allowed because of the need to travel distances of one hundred (100) miles or more one way to attend the 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 the 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 relatives shall include aunts, uncles, first cousins, nieces, and nephews.

E. Additional days to any of the above may be granted at the discretion of the Superintendent.

F. Certified staff who attend a funeral as a representative of the Board with the permission of the building administrator shall be granted bereavement leave with no loss of pay.

6. MATERNITY, ADOPTION LEAVE OR FMLA

A. The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees of covered employers with unpaid, job-protected leave for specified family and medical reasons. Eligible employees may take up to twelve (12) work weeks of leave in a twelve (12) month period for one or more of the following reasons:

1. The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care, and to bond with the newborn or newly-placed child;

2. To care for a spouse, son, daughter, or parent who has a serious health condition, including incapacity due to pregnancy and for prenatal medical care;

3. For a serious health condition that makes the employee unable to perform the essential functions of his or her job, including incapacity due to pregnancy and for prenatal medical care; or

4. For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

B. Leave for prenatal and/or postnatal child rearing or situation of adoption shall be granted upon request. Application for such leave must be made in writing with a reasonable period of notice. The date of the beginning and ending of such leave shall be scheduled to make only one interruption during the school year. All other leave of absence provisions apply to this category.

C. Family Medical Leave Act "FMLA" requests 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 certified staff must be in writing and filed at the Human Resources Office.

B. Leaves of absence must be approved by the Board for certified staff 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 Swartz Creek Community Schools.

C. A leave of absence shall not serve to terminate continuing tenure.

D. Certified staff 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. Certified staff 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 certified staff desiring leave of absence shall make the request to the office of the Superintendent or designee at least thirty (30) 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 certified staff member shall normally not be extended beyond a period of three (3) 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 certified staff member works 50% + 1 of the scheduled student days.

8. RETURN FROM LEAVE PROCEDURE

A. A certified staff member on leave for at least a semester shall be required to notify the Office of Superintendent in writing, not less than ninety (90) calendar days prior to the expiration of leave, whether they desire to return to employment or to extend their leave. A certified staff member not conforming to the notice requirement may have their employment terminated.

Tenure teachers will be notified of the intent to terminate under the conditions established in the State School Code.

B. Any certified staff member granted a leave of absence shall retain their previously earned seniority when they return.

9. SICK LEAVE

A. When a certified staff member has used all of their accumulated sick days, they shall be placed on unpaid sick leave (subject to insurance coverage) until they are medically qualified to return to work.

B. Fringe benefits for the certified staff member shall be paid by the Board through August of the current school year.

C. A certified staff member placed on sick leave shall accrue seniority during said leave. The member is covered by the staff reduction article.

D. Certified staff returning from sick leave during the school year shall give advance notice to the Human Resources Office when able to return to work.

E. Certified staff on sick leave beyond the current school year shall follow the return from leave procedure.

10. JURY DUTY AND COURT SERVICE

A. When an employee is called for jury duty, they shall give the Board proper notice and the Board will compensate the staff at their regular pay and all remuneration from the court or judicial tribunal will be returned to the Board. The Board has the right to attempt to get the staff exempted from jury duty.

B. When an employee is involved in a judicial action of which the staff is a plaintiff or defendant (excluding school business or where the staff is suing the Board), the staff shall be required to use personal/sick time. If the staff is not a plaintiff or defendant, but is compelled to testify, the Board shall compensate the staff at their regular pay and all remuneration from the court or judicial tribunal will be returned to the Board.

C. When an employee is required to serve as a witness in a judicial proceeding representing the Board of Education, such service shall be included as part of the staff assignment. The staff shall be compensated at their regular wage and all remuneration from the court will be returned to the Board. Any expense incurred by the staff shall be paid by the Board.

D. Persons serving on jury duty for less than their regular work day shall be required to report to work for the remainder of the day.

ARTICLE XI - SENIORITY

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

1. Seniority shall be credited from the first day of work.

2. The first day of work for certified staff hired through a third-party contract who is then hired as a permanent employee, without a break in service to Swartz Creek Community Schools, shall be the first day of work under the third-party contract.

3. Partial year adjustments to seniority shall be made by work days.

4. Beginning with the 1992-93 school year seniority for certified staff teaching less than full time will be credited in proportion to time worked [i.e., a two (2) hour assignment would accrue two-fifths of a year of seniority].

5. No more than one (1) year of seniority may be earned in a calendar year. Seniority is earned only for the regular school year.

6. The seniority list shall show the employees' hire date, seniority date, and the beginning and ending date of any leave.

7. Ties in seniority shall be broken by lottery. A tie exists only when the hire date is the same. 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. Certified staff will be given adequate time to review the list and provide documentation for any changes requested.

ARTICLE XII - MISCELLANEOUS

1. DURATION OF AGREEMENT

A. This agreement shall be effective July 1, 2026 and shall continue in effect until the 30th day of June 2027. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

B. No certified staff 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 certified staff now employed or hereinafter employed by the Board.

3. JOB SHARING

A. Job sharing shall mean the occupation of a single staff position by two (2) individuals with each assignment being at least forty percent (40%).

B. Employment conditions for participants in the Job Sharing program with the Swartz Creek Community Schools are as follows.

1. The Job Sharing Agreement will be for the contractual year. In order to continue in the program for the following year, the employee shall reapply and the request will be honored if possible.

2. The employee reserves the right to return to full-time service the following year. Said return shall be to an open position if available.

3. Daily work schedules shall be determined jointly between the job sharing participants, the administration and the Association. Job Sharing participants shall discuss and come to agreement on the following with their principals prior to the start of the Job Sharing assignment:

Parent-Teacher Conferences
Grade/Department Meetings
Staff Meetings
Professional Development
Half-Days
Communication with immediate supervisor and process to be used
Mutual Planning Time / Individual Planning Time
Curriculum Responsibilities
Grading Procedures

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

4. Remuneration shall consist of the prorated payment of salary, retirement and insurance premiums, subject to carrier restrictions. Total pro-rata cost of fringe benefits may be applied to health insurance and all benefits including sick days.

5. Pro-rata is defined as the appropriate portion of both contact and preparation time.

6. In order to provide continuity on a daily basis, when a substitute is needed, job sharing partner can work the entire day at the rate of .063% of BA-1 step per extra hour taught.

7. Requests for renewal and new requests for a Job Sharing agreement must be filed in writing by May 1st to the Director of Human Resources. By mutual agreement, requests received after May 1st may be considered.

4. RETRAINING

A. Identification of Critical Need Areas:

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

B. Retraining Incentives:

Certified staff 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 certified staff members instructing outside of their major or minor shall qualify for retraining incentives. Upon approval the certified staff member may then choose one of the following options:

1. Undergraduate credits leading to certification in areas of need will be counted as credits for movement on the Salary Schedule.

2. The Board will reimburse the certified staff member for the cost of tuition and fees plus the cost of required books necessary to retrain in the area of need.

3. The certified staff member will be granted an unpaid leave of up to one year to retrain and meet certification requirements provided said member'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 certified staff member 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, they shall reimburse the Board for all fringe benefit costs paid during the leave.

5. CERTIFIED STAFF PLACEMENT

A. Vacancy Application Procedure

A "vacancy" is any bargaining unit position that is not currently filled by a bargaining unit member which the Board intends to fill. Notices of vacancy in a position, new positions, positions paying a higher salary or positions providing for an increase in hours shall be posted as soon as possible in the Staff Links on the District website and emailed to all staff. The notice shall set forth the description of the position and the specific qualifications required.

Bargaining unit employees may apply for such positions by submitting an email of interest to the Human Resource office. Said positions shall be filled in accordance with the procedure outlined below.

Awarding of Vacancies – Internal applicants who meet qualifications for the position will be guaranteed an interview for the position. The district will evaluate candidates based on the following criteria:

1. Professional background (including relevant education, training, and certifications)
2. Job performance and accomplishments in their current role
3. Other relevant skills, experience, and contributions to the district
4. Seniority within the district (if applicable)

The district reserves the right to select the internal candidate who is deemed the most qualified based on the above criteria. The district's decision will be based on a thorough evaluation of the qualifications and suitability of the candidates.

B. Certified Staff Placement for Mid-Year

Vacancies created during the course of the school year will be filled with the intention of causing the least amount of disruption for students. If a vacancy occurs during the course of a school year, the vacancy shall be filled using either a new hire or long term substitute teacher. At the conclusion of the school year, the vacant position will be posted so SCEA members will have the opportunity to apply for the position, using the vacancy application procedure outlined above.

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

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

7. SECURITY CAMERAS

Use of security cameras shall be used for the purpose of maintaining the security and safety of staff and students. Security cameras will not be placed in classrooms.

8. PROFESSIONAL EDUCATORS PANEL (PEP)

A. The Board and the Association support the concept of Collaborative Negotiations and will work as a team to resolve mutual concerns and problems.

B. In order to facilitate communications between the Board and the Association, a Professional Educators Panel (PEP) comprised of Negotiating representatives from the Association and the Board will meet on a monthly basis to discuss topics (i.e., staffing, contract maintenance, etc.) and resolve issues and problems. Agendas will be pre-approved no later than the Friday before the PEP meeting by the Association President and Assistant Superintendent or their designee.

C. Employees, Immediate Supervisors/Administrators, and Association representatives are expected to share their problems and concerns at the program/building level or with the appropriate administrator so that the problem or concern can be researched, discussed and resolved at the lowest possible level.

D. Problems and concerns that cannot be resolved at the program/building level or that may more appropriately be taken initially at the Professional Educators Panel (PEP) may be referred to PEP by an employee, the Association, a Supervisor, or the Board.

E. Nothing in this Article shall be construed to prevent the employee or the Association from filing a grievance, or to prevent either party from making a negotiations proposal.

SCHEDULE A – WAGES

Pay Scale 2026-2027					
Step	**BA**	**BA+18**	**BA+30/MA**	**MA+15**	**MA+30**
1	46,814	48,686.00	50,634.00	52,659.00	54,765.00
2	48,452	50,390.00	52,406.00	54,502.00	56,682.00
3	50,148.00	52,153.00	54,240.00	56,409.00	58,666.00
4	51,903.00	53,979.00	56,139.00	58,383.00	60,720.00
5	53,720.00	55,868.00	58,103.00	60,427.00	62,844.00
6	55,868.00	58,103.00	60,427.00	62,844.00	65,358.00
7	58,103.00	60,427.00	62,844.00	65,358.00	67,972.00
8	60,427.00	62,844.00	65,358.00	67,972.00	70,692.00
9	63,462.00	66,000.00	68,641.00	71,386.00	74,242.00
10	66,318.00	68,971.00	71,730.00	74,599.00	77,582.00
11	-	73,140.00	76,065.00	79,108.00	82,664.00
12	-	77,527.00	80,629.00	83,854.00	88,037.00

SCHEDULED PAY DATES

There shall be the option of 21/22 or 26/27 pay periods throughout the year. The certified staff shall notify the Board of the option selected by August 1st each year. Changes cannot be made after August 1st. Notification is only required if the certified staff member is changing the number of pays.

SCHEDULE B - EXTRACURRICULAR STIPENDS

SPORTS, CLUBS AND STUDENT GROUPS	
Position	**Amount**
Football[Group 1]	
High School Head	$5,000
High School Assistant	$3,000
JV/Freshman	$3,000
JV/Freshman Assistant	$2,500

Middle School	$1,750
Basketball Group 2	
High School Head	$5,000
High School Assistant	$2,500
JV	$3,000
Freshman	$2,500
Middle School	$1,750
Baseball, Softball, Wrestling, Volleyball, Hockey, Track, Swimming, Soccer, Lacrosse Group 3	
High School Head	$4,000
High School Assistant	$2,500
JV/Freshman	$2,500
Middle School	$1,750
Cross Country, Golf, Tennis Group 3	
High School Head	$3,000
High School Assistant	$1,500
JV/Freshman	$2,500
Middle School	$1,750
Bowling, Cheerleading ~~Group 4~~	
High School Head Group 3	$2,500
JV/Freshman Group 3	$1,750
Middle School Cheerleading (4 total: one each for 7th Grade Sideline, 7th Grade Competitive, 8th Grade Sideline, 8th Grade Competitive)	$1,000
Poms Group 4	
High School	~~$1,500~~ $2000
Middle School	$1,000
Archery Group 4	
Head Coach	$2,000
MS Archery Coach	$1,000
Physical Conditioning Group 5	
Fall/Winter/Spring/Summer	$5,000

Powerlifting	
Varsity	$1,000
Soap Box Derby	
Middle School	$1,000
Class Sponsor	
Senior	$500
Junior	$500
Sophomore	$250
Freshman	$250
Debate/Forensics	
Varsity	$1,500
Drama Group 3	
HS/MS Production Director (per show)	$1750
HS/MS Set Builder (per show)	$1200
Drama Assistant Director (productions with 30+ students)	$500
Quiz Bowl, Science Olympiad, Student Council, Yearbook, NHS	
High School	$1750
Middle School	$1750
Band/Music Group 3	
High School Band Director	$5,000
High School Vocal Music Director	$5,000
Middle School Band Director	$1750
Peer Counseling	
High School	$2,000
Mock Trial Group 4	
High School	$1750
Odyssey of the Mind	
Middle School	$1,000
Elementary School	$1,000

Robotics	
High School Robotics Coach	$1,500
Middle School Robotics Club	$500
Elementary Robotics Club (one per building)	$500
Intramurals	
Middle School	$1,500
Miscellaneous Elementary Extracurriculars	
~~Blueberry Ambassadors~~ Elementary Club Sponsor (maximum 3 per building)	$500 per Club
Elementary Drama Club Group 3 (per show)	$750
Elementary Music Program Group 3 (per show)	$250
Miscellaneous High School ~~Clubs~~ Groups	
Key Club	$1,000
E-Sports Club Group 4	$1,500
ITC Director	$2,000
MERIT	
Teacher of the Year	$1,500
Perfect Attendance	$500
OTHER SERVICES BENEFICIAL TO THE DISTRICT	
Position	**Amount**
MTSS District Coordinator	$5,000
Counselor Support at VLC	$7,500
Performing Arts Center Coordinator	$7,500
6th Grade Survivor Camp Lead Organizer	$2,750
6th Grade Survivor Camp Counselor	$2,250
Summer School Coordinator	$9,000
Wellness in the Creek Coordinator (2 positions)	$500
LTRS Certification	$250 / section

When safety concerns, numbers of participants or additional programs necessitate Schedule B changes, the Association Negotiating Team and Administration will

collaboratively determine the appropriate level of compensation. The final decision to place a new position within Schedule B shall be determined by the Superintendent.

Head Varsity Level Longevity Additional Compensation			
Group	**Year 3**	**Year 6**	**Year 9**
1	$1,000	$1,000	$1,500
2	$700	$700	$1,000
3	$400	$400	$600
4	$250	$250	$400

Sub Varsity and Assistant Level Longevity Additional Compensation			
Group	**Year 3**	**Year 6**	**Year 9**
5	$150	$250	$350

*Note: For positions with no group category listed, longevity does not apply.

Positions in Schedule B may be split amongst individuals upon approval of the Superintendent and, if applicable, the Athletic Director. SCEA bargaining unit members serving in roles under the SPORTS, CLUBS AND STUDENT GROUPS heading will earn an extra $250 stipend per position beyond the Schedule B rate above.

SCHEDULE C - MISCELLANEOUS PROVISIONS

1. Summer School pay will be at the rate of $55 per hour. Nothing will prevent the district from paying a higher amount for summer school work if the need arises.

2. Training - Staff attending training for the district outside of the contractual calendar days will be compensated $100 per day, or $50 per half day. If the certified staff member is providing the training to others, they will be compensated $200 per day, or $100 per half day to account for preparation time.

3. Longevity - One and one-half percent (1-1/2%) of the top step of a certified staff member's appropriate salary column shall be paid over schedule to each certified staff member starting with the completion of fifteen (15) years at Swartz Creek. An additional One and one-half percent (1-1/2%) will be paid for each additional five (5) years of service at Swartz Creek.

4. Department Specialist:

   a. Any department at the High School or Middle School that has the equivalent of five (5) or more full time teaching/instructional 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 certified staff members in the department, with the curriculum, and methods of instruction.
      2. The department specialist shall recommend building level curriculum changes and assist in their implementation including textbooks and equipment.
      3. The department specialist shall communicate between the principal and the department staff.
      4. The department specialist shall not be considered a supervisory employee.
      5. The department specialist shall assist in the development of the department budget.

   c. Compensation – Any certified staff member selected as department specialist of a department having 5 (five) or more members, shall be compensated at 4.2% of the BA 1 Step per the Association/Board of Education Agreement.

   d. Department Specialists shall be in place by September 30th of each school year.

5. Mentor Teachers

   New teaching staff, in their first three (3) years of experience, will be assigned a mentor. Certified staff with three or more years of experience, who are new to Swartz Creek Community Schools, will be assigned a mentor for their first year at SCCS. Mentor teachers will be assigned by the building principal and will meet with their mentee a minimum of one time per month and shall keep a record of meeting dates/times. Mentors shall be voluntary (agree to the appointment) and shall be tenured. Administration will make an effort to provide times to meet with mentors within the school day or staff/department meetings. Mentor teachers will be paid at a rate of $750 per school year. Mentor payments will be made no later than the last pay in June of the school year in which mentorship took place.

6. Retirement Incentive:
   a. a. Upon retirement each certified staff member shall receive payment for unused sick days at the rate of $75.00 per day to a maximum of 175 days.
   b. Upon retirement each certified staff member shall receive a lump sum payment of $3,000.

c. In the last pay of June the Board will pay employees a $1000 early notification bonus when certified staff retiring in June of that year notify the Human Resources Office in writing by March 31st of their intent to retire.
d. In the last pay of December the Board will pay employees a $1000 early notification bonus when certified staff retiring in December or the end of the first semester of that year notify the Human Resources Office in writing by September 30th of their intent to retire.
e. In order to qualify for the benefits listed above, the certified staff member must notify the district in writing of their retirement by June 1 for June 30 retirements, or December 1 for a December or end of the first semester retirement. All payroll payments to retirees will be paid on the last pay date prior to their retirement.

7. It is a value to the district for SLPs (Speech/Language Pathologists) to hold an ASHA (American Speech-Hearing Association) certification in addition to their State of Michigan LARA License. The district will reimburse, on a yearly basis, the employee for the cost of the ASHA certificate (not to exceed $300), payable upon the successful completion of the school year.

8. Pay for certified staff supporting the VLC will be at the rate $55 per hour.

SCHEDULE D - CALENDARS AND DAILY SCHEDULE

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

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

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

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

PROFESSIONAL RECORD DAY

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

meet building deadlines for turning in grades/records will result in a ban from the Professional Record Day program.

CERTIFIED STAFF WORK DAYS

Reporting to the building will be optional on these days. Certified staff will not be required to attend meetings virtually or in person on these days.

ACT OF GOD DAYS

In the event that the number of "Act of God" days allowed by the state is exceeded in any given school year, the district may turn a Professional Development or Certified Staff Work Day into a regular school day as an alternative to adding days at the end of the school year in June.

2026-2027 SCHOOL CALENDAR

178 Student Days / 3 PD Days / 181 Instruction Days / 181 Total Teacher Work Days

Date	Day	Note
8/27/26	Thursday	Staff PD Day
8/27/26	Thursday	Elementary and Middle School Open Houses
8/31/26	Monday	First day of school, ½ day PM
9/4/26	Friday	No school (Labor Day weekend)
9/7/26	Monday	No school (Labor Day)
9/8/26	Tuesday	High School Open House
10/30/26	Friday	End of first marking period, ½ day AM K-5 only
11/3/26	Tuesday	Staff PD Day
11/9/26	Monday	Elementary and High School P/T Conferences 5-8PM
11/10/26	Tuesday	Middle School P/T Conferences 4-7PM
11/11/26	Wednesday	Elementary P/T Conferences 1-3:30 & 5-7PM (½ day for elementary students); High School P/T Conferences 3-6PM
11/12/26	Thursday	MS P/T Conferences 3-6PM
11/13/26	Friday	½ Day AM K-12
11/25/26	Wednesday	No School - Thanksgiving Break
11/26/26	Thursday	No School - Thanksgiving Break
11/27/26	Friday	No School - Thanksgiving Break
12/18/26	Friday	Full day of school, Winter Break begins end of day
1/4/27	Monday	School resumes
1/18/27	Monday	No School - MLK Day
1/20/27	Wednesday	½ Day AM Grades 6-12 - Exams
1/21/27	Thursday	½ Day AM Grades 6-12 - Exams
1/22/27	Friday	½ Day AM K-12 - End of Semester One
2/9/27	Tuesday	Elementary P/T Conferences, ½ Day AM K-5
2/11/27	Thursday	½ Day AM K-5
2/15/27	Monday	No School - Presidents' Day
3/25/27	Thursday	½ Day K-5 - End of third marking period, Spring Break begins end of day
4/5/27	Monday	School resumes
5/7/27	Friday	No school
5/31/27	Monday	No School - Memorial Day
6/4/27	Friday	Staff PD Day
6/9/27	Wednesday	½ Day AM Grades 6-12 - Final Exams
6/10/27	Thursday	½ Day AM district-wide
6/11/27	Friday	½ Day AM district-wide - Last day of school

DISTRICT REPORT TIME SCHEDULE

Certified Staff Report Time (Professional Time Day): 60 minutes before or after start/end time. (See Article VII,1,7)

START & END TIMES

Building Group	Certified Staff Start Time	Certified Staff End Time
High School	7:05 a.m.	2:35 p.m.
Middle School	7:15 a.m.	2:45 p.m.
Elementary	8:10 a.m.	3:40 p.m.

INSTRUCTIONAL START & END TIMES

Building Group	Instructional Start Time	Instructional End Time
High School	7:25 a.m.	2:20 p.m.
Middle School	7:40 a.m.	2:30 p.m.
Elementary	8:25 a.m.	3:25 p.m.

CERTIFIED STAFF HALF DAY (PM) REPORT TIMES

Building Group	PM ½ Day Start Time	PM ½ Day End Time
High School	10:51 a.m.	2:35 p.m.
Middle School	11:01 a.m.	2:45 p.m.
Elementary	12:15 p.m.	3:40 p.m.

CERTIFIED STAFF HALF DAY (AM) REPORT TIMES

Building Group	AM ½ Day Start Time	AM ½ Day End Time
High School	7:05 a.m.	10:45 a.m.
Middle School	7:15 a.m.	11:06 a.m.
Elementary	8:10 a.m.	11:55 a.m.

PROFESSIONAL DEVELOPMENT (PD) REPORT TIMES

Building Group	PD Start Time	PD End Time
All Certified Staff	8:00 a.m.	3:00 p.m.

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

ADVISORY PERIOD

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

SCHEDULE E - GRADE CHANGE PROCEDURES

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

1. When necessary, the Association and the Board 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 Board and Association of its chairperson.

2. In the event a parent, student, legal guardian of a student or other person challenges the assignment of a grade, said challenge or complaint shall be made to the teacher's principal who shall review the substance of the complaint, inform the affected teacher of the complaint, and consult with the teacher. Any such complaint shall be made no later than thirty (30) days after the grade is received. The term grade, as defined by law, means a grade given for a final examination or a grade given at the conclusion of a marking period, semester or term.

3. Should the principal desire a grade change, they shall inform the affected teacher in writing of reasons why they believe the grade should be changed, and must seek the agreement of the affected teacher. If the teacher agrees to the proposed grade change, the parent-student will be notified and the process concluded.

4. In the event the teacher does not concur in the grade change, the principal shall notify the teacher, chairperson of the committee and the Association that there exists a dispute regarding assignment of grade and request the committee to convene.

5. Upon notification of dispute, the committee shall meet.

6. The committee shall meet as a committee of the whole and shall review the facts of the case, the principal's rationale for the proposed grade change, the teacher's rationale for the assignment of the grade, and the student/parent's objections to the original grade. The format of the meeting shall be informal, in that while each side may present its position and submit documents in support of their position, no side shall be permitted to cross-examine the other participants, or be represented by legal counsel. Committee members may direct questions to any of the participants at the meeting.

7. No grade initially assigned by a teacher shall be recommended for change by the committee unless a majority of the committee finds there is a rational basis to recommend the change.

8. Within five working days of the committee meeting, the committee shall draft a written decision setting forth the rationale for its recommendation. Said recommendation shall be forwarded to the parties involved in the dispute and the Superintendent. The Superintendent shall make the final decision on whether the grade should be changed.

SCHEDULE F - SUBSTITUTE TEACHING ON CONFERENCE TIME

When certified staff are needed to substitute during their conference period, this practice will be used as needed and on a rotational basis among all certified staff that is fair, equitable, and uses the following transparent process that will be communicated to staff. The administrator/designee will first ask for volunteers to cover classes, and after those resources are exhausted, an administrator will give notice to certified staff available during the time period.

The following practices will be in-place for substitute teaching on a conference period:

1. All staff will earn $55 per conference period covered.

2. The rotation of staff will be clearly communicated by the building to certified staff members.

3. The elementary staff rotation will primarily consist of staff without a caseload of students and Specials teachers, and will be used on an equitable rotational basis. When possible, staff members without a caseload will be utilized first.

4. Each building shall make every effort to equalize the number of staff on conference period.

5. Teachers in their first year of teaching may sub on their conference period, but all efforts will be made to limit the number of times they are called. This limitation does not include experienced teachers new to Swartz Creek. Social Workers will not be part of the regular subbing rotation and will only sub if absolutely necessary.

6. Staff will only be called to sub in their assigned buildings.

7. Pay for substitute teaching on a conference period will be paid bi-weekly on established payroll dates.

8. All certified staff will be assigned a conference period, including certified staff who do not have a regular student schedule.

9. The district will endeavor not to pull educators to cover for administrators if there are not enough subs to cover classrooms.

SCHEDULE G - SCHOOL IMPROVEMENT AND PROFESSIONAL DEVELOPMENT

SCHOOL IMPROVEMENT

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 Association/Board Master Agreement. The work of SBDM Steering Committee will be reviewed annually for purposes of accountability to their goals. Certified staff participation 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 Board will provide site based funds of $50.00 per staff member which will be available to fund programs associated with the Board's Professional Development plan.

PROFESSIONAL DEVELOPMENT

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

SCHEDULE H - SAVINGS PLANS

403 B & 457 PLAN

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

SCHEDULE I - DENTAL & VISION

VISION BENEFIT PROGRAM

The Board will provide members with the MESSA VSP-3 Plus-200CL Benefits plan. The explanation of the benefits provided by this plan are available on the District website under.

DENTAL BENEFIT PROGRAM

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

SWARTZ CREEK COMMUNITY SCHOOLS BOARD OF EDUCATION

By _____ President

By _____ Secretary

By _____ 8-13-26 Superintendent

SWARTZ CREEK EDUCATION ASSOCIATION

By _____ President

By Alicia E Clayton _____ Secretary