TA - Professional Agreement between the Sand Creek Board of Education and the Sand Creek Education Association

Hillsdale/Lenawee County Education Association,
MEA/NEA

2025-2028

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ARTICLE 1 – RECOGNITION

A. The Board recognizes the Hillsdale/Lenawee County Education Association (HLEA), SCEA, MEA/NEA, as the exclusive bargaining representative as defined in Section 11 of the Public Employment Relations Act, as amended, for all certified teaching personnel, including the guidance director, and the Chapter I guidance director and counselors, excluding the building principals, Superintendent, and all other supervisory personnel who are employed in this capacity more than 50% of the teaching day.

   Unless otherwise indicated, the term "teacher" refers to all employees in the bargaining unit.

B. The Board agrees not to negotiate with any teacher organization other than the HLEA, SCEA, MEA/NEA, for the duration of this Agreement.

C. REGULARLY-EMPLOYED FULL-TIME TEACHER: A regularly employed full-time teacher is a teacher employed by the Board to teach a full teaching schedule as prescribed by the Board.

D. REGULARLY-EMPLOYED PART-TIME TEACHER: A regularly employed part-time teacher is a teacher employed by the Board to teach not less than two (2) days per week for a period of at least one (1) hour per day, nor more than two (2) teaching hours per day.

E. REGULARLY-EMPLOYED HALF-TIME TEACHER: A regularly-employed half-time teacher shall mean any teacher who is employed not less than five (5) days per week and whose daily employment is not less than three (3) teaching hours per day. This teacher shall be granted half of all fringe benefits accorded the regular full-time teacher.

ARTICLE 2 - NEGOTIATION PROCEDURES

A. While negotiating a collective bargaining agreement, representatives of the Board and Association negotiation teams will establish the time, date, place and rules governing the negotiation meetings.

   The Board and Association will make every attempt to comply with the agreed-on rules.

B. This Agreement is for three (3) years. The following items may be re-opened for negotiations during the life of this Agreement, but only upon determination by the Board that there are not sufficient funds available to allow the Board to avoid adoption of a deficit budget:

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

See Article 20 for further clarification.

All other items within this Agreement shall remain unchanged during the term of this Agreement and neither party may require the other to re-open negotiations for the purposes of altering or amending same, nor shall either party have the power to require additions to this Agreement.

C. The Superintendent or designee, and the Association's chief negotiator will establish mutually agreeable ground rules for negotiations. If ground rules cannot be mutually agreed upon, the Association and the Board will submit to one another on or before the tenth (10th) day before the beginning of negotiations, the non-economic and economic packages to be negotiated into the Agreement.

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

E. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the District. However, should one party feel that it needs to have representation from the outside it will officially notify the other party, in writing, that outside representation is desired at the next negotiations meeting. The other party also has the opportunity to seek outside representation for said meeting. Neither party will be required to hold a negotiations meeting once notice has been served by one party that outside representation is desired, unless both sides can obtain outside representation for said meeting if it is so desired. No final agreement between the parties may be executed without ratification by a majority of the membership of the Association and a majority of the Board, 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, subject only to such ultimate ratification.

ARTICLE 3 - MANAGEMENT RIGHTS CLAUSE

A. The Employer, on its own behalf and on the behalf of the electors of the School District, retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right to:

   1. The executive management and administrative control of the School District and its properties and facilities, and the activities of its employees.

   2. Hire all employees and subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.

B. The exercise of the foregoing powers, rights, authority, rules, and responsibility by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement and then only to the extent such express terms conformance with the Constitutions and laws of the United States and the State of Michigan.

ARTICLE 4 - TEACHER COMPENSATION

A. The teacher compensation plan shall be part of this Agreement and found it Article 20.

B. Salaries are to be paid in twenty-one (21) or twenty-six (26) equal, consecutive, bi-weekly payments during the duration of this Agreement, or twenty-seven (27) pays as required to stay on a bi-weekly schedule. Extra-curricular reimbursement will be averaged in with a teacher's regular biweekly pay for each contract year, or if the teacher wishes to have a lump sum pay for the extra-curricular activity(ies) at the end of said activity(ies), he/she must make a written request during September. If a teacher who has elected twenty-six (26) pay periods wishes to change to twenty-one (21) pay periods, the teacher must provide the business office, by May 1st of that contractual year, a written statement indicating that he/she wishes to have his/her salary in full on the twenty-first (21st) pay period.

C. All bargaining unit employees shall participate in payroll direct deposit.

ARTICLE 5 - FRINGE BENEFITS

A. All fringe benefits agreed upon are appended to and become a part of this Agreement. Reference should be made to Article 3 of this Agreement.

ARTICLE 6 - WORKING HOURS AND CONDITIONS

A. LUNCH PERIODS:

Teachers will receive a duty free lunch period. The Board will provide supervisors for these periods.

B. PREPARATION PERIODS

At least one (1) of the following programs will be provided in grades K-5 in the Ruth McGregor Elementary School: art, music, or physical education. During the time in which the foregoing programs are being conducted, the teacher may use such time for the following activities: class preparation, counseling, class visitation and holding conferences.

Should a teacher volunteer to assume teaching duties during his/her preparation time, additional remuneration will be made at a rate of $30.00 per hour (60 minute increment). Teacher preparation time is the time that the Board frees the teacher while his/her students are having art, music, or physical education, whichever can be offered.

All K-12 teachers shall receive the weekly equivalent of one Jr/Sr High School class period in preparation time per week.

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

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

C. RECESS PERIODS

Teachers of grades K-5 will receive student recesses as preparation time. The Board will provide recess supervision during those periods. During inclement weather, as determined by the building principal, teachers may be required to supervise recreational activities within their own classrooms. ***An additional remuneration will be made at a rate of $30.00 per hour ($10.00 per 20 minute mandatory recess).***

D. LEAVING THE SCHOOL PREMISES DURING PREPARATION TIME

No teacher shall leave the district at any time without permission from the building administrator. Teachers may travel from school to school by just notifying the building administrator.

E. SUPERVISION OF BUILDING AND GROUNDS

Teachers shall supervise the buildings and grounds of their respective schools during their regular hours of employment to the best of their ability. Where there is an anticipated need or an emergency situation, the building principal will designate when and where this supervision is to take place. A teacher's first obligation is to his/her classroom.

F. SUPERVISION OF EXTRA-CURRICULAR ACTIVITIES

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

G. BUS SUPERVISION

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

H. SPECTATOR ACTIVITIES

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

I. WRITTEN REPORT OF INCIDENTS

If there is an incident related to teacher supervision of any of the above activities, the teacher(s) shall, at the first opportunity, file a report of the incident with the assistant principal of that building so that the assistant principal will be informed of the details of the incident.

J. DEPARTMENT HEADS

The administration will assign department heads in the following disciplines. All department heads will earn the same amount of $700/year.

K-5 Grade Level Department Head (one per grade)

K-5 Fine Arts (Music, Computer, Art)

K-12 Special Education
PE

6-12 Language Arts
Math
Fine Arts** (Music, Industrial Arts, CAD, Art, Foreign Language, Computer)
Science
Social Studies

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

K. DRESS CODE

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

Exclusions

Jeans may be worn by:

- Shop instructor
- Agriculture instructor (providing his/her day is spent out of the school on agriculture-related projects)
- Any employee while on a field trip or activity where jeans are more appropriate, must obtain permission to wear jeans from the building principal before said activity.
- On days when temperatures are forecasted to reach a heat index of 80 degrees or higher, business casual shorts will be considered professional attire.

L. SCHOOL IMPROVEMENT/MTSS Team

Each building shall have its own MTSS Building Implementation Team (BIT). The purpose of this Committee is to provide knowledge and direction for the Multi-Tiered System of Support (MTSS). Select members of each BIT team will be on the District Implementation Team (DIT) so the support is district wide. The assignment of these voluntary positions will be the responsibility of the building principals with input from the Association.

Each DIT member will receive an annual $1,500 stipend. Each BIT member will receive an annual $1,000 stipend. Each DIT member, that is also a BIT member, will receive $2,000 each year. This stipend would also be paid to any similar specialized work group for the purpose of school improvement, at the discretion of the Superintendent.

BIT/DIT members can be grade level and department heads

ARTICLE 7 - SCHOOL DAY

A. FULL-TIME TEACHERS

The working day for bargaining unit employees in the elementary building is from 7:45 a.m. until 3:10 p.m.; and in the 6-12 building is from 7:35 a.m. until 3:00 p.m. Teachers may leave school on Fridays and the day preceding a holiday when classes have been dismissed and buses have left. If, at any time, the District does not provide the necessary hours of instruction to meet the minimum requirement to receive full state school aid, the Board and the Association will mutually agree upon a method to increase the hours to reach the minimum requirement.

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

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

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

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

D. **TARDINESS DISCIPLINE**

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

E. INCLEMENT WEATHER

Should school be delayed as a result of inclement weather conditions (e.g., ice, fog, snow, sleet), teachers are expected to be at their stations two hours after their normal contract time. If a teacher is delayed beyond two (2) hours, he/she shall report to school as soon as practical and he/she must inform the building principal or Superintendent of the reason(s) for being tardy. A tardy teacher will be excused if it is determined that the delay was due to inclement weather. Should weather conditions (e.g., ice, fog, snow, sleet) deteriorate during the day resulting in the cancellation of school, teachers will be dismissed fifteen (15) minutes after school ends or after students leave the building.

F. **TORNADO DISMISSAL TIME FOR TEACHERS**

Should tornado weather conditions deteriorate to a Tornado Warning, teachers will be dismissed no later than fifteen (15) minutes after the students leave the building.

ARTICLE 8 - SCHOOL CALENDAR

A. The Sand Creek Community School calendar will be based on the Lenawee County School calendar with minor changes negotiated by the Board and the Association to provide the best educationally sound calendar for the District.

B. The school calendar shall consist of the following days:

Student Instruction	***Teacher Days***
180	**185**

- **Thirty (30) professional development hours over five (5) days.**

***See attached the 2025-26, 2026-27 and 2027-28 calendars.**

Teachers are not required to work and shall receive their regular pay for scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fire, epidemics, or health conditions as defined by the city, county, or state health officials.

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

During the spring semester PTC, elementary teachers will have NEED ONLY conferences. However, if a parent wishes to meet with teachers for a conference, they may schedule the conference regardless if needed per teacher.

Elementary teachers will be required to complete 2 hours of extracurricular activities (reading night, gingerbread house night, etc.)

C. Should a closing because of conditions not within the control of school authorities require the scheduling of additional hours of student instruction because previously scheduled hours could not be counted to meet the hour requirement in accordance with the State School Aid Act, these hours will be made up as negotiated in the calendar.

D. The Board may purchase up to two (2) days for in-service projects on a voluntary basis. These days will be located in the week preceding or in the week following the school year. The administration and the Association shall agree upon the actual dates. The rate of pay will be $25.00/hour and each day will meet from 8:00 a.m. to 12:00 noon. The $100 stipend of all non-attending teachers shall be divided among all attending teachers. If prior commitment of at least 75% of the teaching staff is not obtained, the day will be canceled.

ARTICLE 9 - PROFESSIONAL QUALIFICATIONS, WORK ASSIGNMENTS, VACANCIES AND TEACHER PLACEMENT

A. Vacancies and Teacher Placement

1. Definition of “Vacancy”: A vacancy shall be defined for purposes of this Agreement as a position within the school presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future. Any vacancy that occurs after the beginning of the school year shall be posted and open to teachers unless the student numbers and or school budget does not support filling the vacancy per CFO and the school board.

2. Notification (Posting) of Vacancies and Application: Vacancies occurring within the school, including newly created positions, shall be provided via e-mail to each teacher with a copy of such posting to the Association. Teachers may apply for such positions by submitting an email of interest to the building administrator. Positions open due to retirement or resignation will be posted no more than 5 days after the board approves of the retirement or resignation. Said positions shall be filled in accordance with the procedure outlined below.

D. Fulfillment of Vacancies:

2. Internal qualified applicants shall be interviewed for the position prior to considering external applicants. Awarding a vacancy to external applicants shall only occur if no existing members meet the criteria outlined in this Section.

3. The qualified applicants shall be interviewed for this position. “Qualified” shall be determined as follows (in no particular order): (just like a normal interview described under the DIT process.)

i Appropriate certification, approval, or authorization for all aspects of the assignment.

ii Classroom Teachers must be fully qualified for all aspects of their assignments based on documentation on file with the Superintendent’s office, including:

1 Compliance with applicable state or federal regulatory standards, including.

2 Credentials needed for District, school, or program accreditation.

3 *The teacher demonstrates professionalism and punctuality with colleagues, parents and students*.

iii Length of service in a grade level(s) or subject area(s).

iv Recency of relevant and comparable teaching assignments.

v Compliance with state and federal law.

vi The interview committee, composed of admin and teachers, votes on the candidate via majority vote (51%) of committee members. Unofficial voting can be done via the method the committee decides on but the official vote must be made via hand vote.

vii Length of service at Sand Creek Community Schools will be considered as a tiebreaker if a teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

vii The administration will take the committee's recommendation to the school board for approval.

viii If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

B. Teacher Placement (internal movement**)**

Teacher placement is used when all teaching positions in that grade level or content area are full. Teacher placement is used to move two or more teachers.

a. A teacher has the right to send an email to their respective administrator to request a placement in another grade level or content position. Requested approvals are not guaranteed.

   i. i.e - Teacher requesting to move from first to third grade
   ii. i.e - Middle school math teacher wants to teach high school math sections all department colleagues agree.

b. The following data will be looked at to determine if teacher movement is going to happen (in no particular order):
   i. If another teacher requested to move into that position.
      1. A third grade teacher requested to teach fifth grade and a fifth grade teacher requested to teach third grade.
   ii. Appropriate certification, approval, or authorization for all aspects of the assignment.
   iii. Input from grade level or department head.
   iv. Classroom Teachers must be fully qualified for all aspects of their assignments based on documentation on file with the Superintendent's office, including:

      1. Compliance with applicable state or federal regulatory standards, including.
      2. Credentials needed for District, school, or program accreditation.

3. Length of service in a grade level(s) or specific subject area(s).
4. The teacher's effectiveness rating (percentage) as measured under the evaluation system used by the district.
5. Recency of relevant and comparable teaching assignments.

C. All teachers must be highly qualified in their assignment. It is the individual teacher's responsibility to ensure they maintain the proper credentials.

D. **District Funded renewal license:**
The school district will reimburse for the renewal of all Michigan teacher's licenses/certificates.
If a teacher no longer works for the district within the new certificate renewal period, the teacher will reimburse the school, excluding retirement.

E. The teachers' normal teaching hours in the elementary and secondary schools shall be planned by the school administration. Recommendations may come from the local Association. The Board and administration retain the right to make the final decision.

F. The normal weekly teaching load in the elementary and secondary schools shall be planned by the school administration. Recommendations may come from the teaching staff and/or Association. The Board and administration shall make the final decision.

G. Because the student-teacher ratio is an important aspect of an effective educational program, class size should be lowered whenever possible.

The following class sizes are recommended as approaching the ideal in the elementary school.

	Grade Level	Students
1.	Kindergarten	25
2.	Lower elementary grades	25
3.	Upper elementary grades	30

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

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

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

The Board will consult regularly with the Association about class size, but class size will be determined by the administration.

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

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

Combined classes will not be considered as different classes.

For teachers in grades Y5-5 there will be a stipend of 1/7, 1/8, etc. of their pay (equal to the jr/sr schedule) for teaching a split class, which is a class with students from different grade levels. All teachers in grades Y5-5 shall have a chance to apply to the principal for the position, with the principal making the final decision.

I. *Teachers in grades 3-12 are responsible for updating grades in Infinite Campus* ***a minimum of the 2nd and 4th Monday of each month.***

J. Teachers in grades 6-12 are responsible to give semester exams on the days that are scheduled on their building calendar. Any request to change an exam date must be approved by the building principal.

Combined classes (ex. Art 1,II,III) taught during the same class hour, that have different course titles and require different lesson plans provided by the teacher, shall be reimbursed 1/14 of salary. If the same combined class is taught more than once it shall not be reimbursed a second time.

ARTICLE 10 - GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation of the express terms of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services or failure to re-employ any probationary teacher.

2. Those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (e.g.,discharge and/or demotion).

3. Any prohibited or illegal bargaining subject.

B. The Association shall designate two (2) representatives for the elementary teachers and two (2) representatives for the secondary teachers to handle grievances when requested by the grievant. The Board designates the principal of each building to act as its representative at Level One and the Superintendent or designee to act at Level Two.

C. The term "days" shall mean weekdays.

D. Written grievances are required and shall:
1. Be signed by the grievant or grievants
2. Be specific
3. Contain a synopsis of the facts giving rise to the alleged violation
4. Cite the section of subsection(s) of this Agreement, alleged to have been violated
5. Contain the date of the alleged violation
6. Specify the relief requested

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

E. **LEVEL ONE**

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

LEVEL TWO

A copy of the written grievance shall be filed with the Superintendent or designee as specified in Level One with the endorsement thereon of the approval or disapproval by the Association. Within ten (10) days of receipt of the grievance, the Superintendent or designee shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance.

Within five (5) days of the discussion, the Superintendent or designee shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the principal of the building in which the grievance arose, and place a copy of same in a permanent file in the Superintendent's office.

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

LEVEL THREE

Upon proper application as specified in Level Two, the Board shall allow the teacher or Association representative opportunity to be heard at the meeting for which the grievance was scheduled. Within five (5) weeks from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings about the grievance, may designate one or two of its members to hold future hearings therein, or otherwise investigate the grievance; provided, however, that except with the express written consent of the Association a final determination of the grievance shall be made by the Board within five (5) weeks after the initial hearing. A copy of the Board's written decision shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the Secretary of the Association.

LEVEL FOUR

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

1. If the Board's decision is unsatisfactory to the Association and the teacher, they may proceed to appeal the decision by notifying the Board as outlined under Article 12.D., within seven (7) calendar days after the Board's receipt of notification of the Association's desire to arbitrate.

a. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings.

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

2. Each party shall submit to the other party not less than three (3) days before the hearing, a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing, and hold a conference at that time in an attempt to settle the grievance.

3. If the grievance is not settled before the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties.

4. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or subtract from the terms of this Agreement. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall the arbitrator question the reasonableness of Board policy, nor annual assignments of extra duties for extra pay as outlined in Article 21.

   The Arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.

   If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the Arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the Arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.

   The Arbitrator's decision shall conform with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

   If any grievance award shall include back pay, the award shall not extend more than thirty (30) days before the date of the Level One conference.

5. The costs of arbitration shall be borne equally by the parties, except each party shall assume its own cost for representation.

F. Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment) shall be barred.

G. The Association shall have no right to initiate the grievance involving the right of a teacher or group of teachers without the express written approval of the involved teacher(s).

H. All preparation, filing, presentation, or consideration of grievance shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty station.

ARTICLE 11 - AUTHORIZED ABSENCES & LEAVES

Should a teacher be granted a leave of absence by the Board for any reason for a given period of time, the teacher shall be entitled to return to the District upon the expiration of said leave. The teacher must file with the Superintendent a written statement indicating that the teacher wishes to return and providing a vacancy for which said teacher is qualified exists.

Teachers shall be allowed sick leave at the rate of ten (10) days per year, accumulative to one hundred (100) days. Three (3) of the ten (10) days may be personal days, no excuse needed. Personal days are non-cumulative and shall be deducted from the total sick leave accumulated by this teacher. Sick days may be accumulated to one hundred (100). Any accumulated sick days above one hundred (100) shall be reimbursed to the employee at the current substitute pay rate per day on the first July payroll check.

Teachers working at Sand Creek Community Schools more than five years will receive an increase in personal days.

- At year 5-9 a teacher earns 7 sick / 4 personal days
- At year 10+ a teacher earns 7 sick / 5 personal
- The additional personal days above (3) cannot be rolled over to sick day balance if unused.

A. SICK DAYS

All sick days will be granted in full-day increments only. Half-days may be granted by the building principal in extenuating circumstances. Teachers leaving their building because of illness during any one (1) of the first three class periods of a given day, shall have one (1) full day's sick leave deducted from their accumulated days. Teachers leaving their building because of illness during any one (1) of the last four (4) periods of a given day, shall have one half (1/2) of a day's sick leave deducted from their accumulated days. The accumulation of sick leave days shall be reflected on the

teacher's payroll check. Borrowing in advance accumulated sick leave days shall not be permitted except that a teacher shall be allowed to use ten (10) days of sick leave in the current school year from the first day of school starting after the payment of the first pay period in September.

Should a teacher leave the employ of the Board during the school without sufficient accumulation of sick days as specified above, a pro-rated deduction shall be made from the teacher's last pay check(s) for any deficiency.

A teacher employed in the District for five (5) or more years, may exchange unused sick days at the current substitute pay rate per day, capped at $150 per day. Said teacher may exchange sick days only once during a school fiscal year, with a maximum yearly limit of forty (40). The monetary reimbursement, at the request of the teacher, will be paid in either one lump sum to MEA Financial Services as part of the Michigan Education Association Financial Services 19.3 plan or as one lump sum cash payout to the teacher through the District's payroll system.

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

1. PERSONAL ILLNESS OR INJURY - When the severity of the illness or the injury makes it ill-advised for the employee to work.

2. EXPOSURE TO CONTAGIOUS DISEASE - Following the exposure to a contagious disease which could be communicated to students or other employees. In this situation, it is mandatory to file with the Superintendent a statement signed by the physician-in-charge.

3. EMERGENCY DOCTOR, DENTAL, OR CLINIC APPOINTMENTS – No permission is needed before taking an emergency sick day.

4. ILLNESS IN THE IMMEDIATE FAMILY - Leave shall not exceed five (5) days for any illness in the immediate family, defined as: spouse, child, parent. The above days shall be charged against accumulated sick leave.

5. DEATH IN THE IMMEDIATE FAMILY - Leave days for any death in the immediate family, defined as: spouse, child, parent, sibling, grandchild, grandparent, child-in-law and parent-in-law shall be granted as deemed necessary by the employee. All leave days over five (5) days shall be charged against accumulated sick leave. Leave days for any family death of the following: sibling-in-law, aunt, uncle, aunt-in-law, uncle-in-law, grand-parent in-law, nephew, and niece shall be granted as deemed necessary by the employee. All leave days over three (3) days shall be charged against accumulated sick leave.

6. BIRTH OF A CHILD OR ADOPTION. Teachers are granted five (5) maternity/paternity days when their child is born/adopted.

7. All absences due to illness, injury, or death in the immediate family beyond the one hundred (100) day maximum will be considered by the Board as each separate case arises. See C. Medical Leave of Absence, paragraphs 1 and 2.

8. The Board may allow or disallow, at its sole discretion, any time claimed as sick leave by employees.

9. All part-time contracted teachers shall receive sick leave proportionately.

10. The principal or designee will approve/deny absences during the school day for emergency appointments on an individual basis.

Bereavement: The association will provide one (1) day for *one member of SCEA to attend the funeral of a deceased family member of a current or retired association member. Also, one (1) day will be provided for one member to attend a funeral of a deceased retired association member.*

Thye SCEA leadership will notify administration regarding the member that will be attending the funeral (representing the SCEA).

The definition of immediate family member (as is detailed in the funeral day language) will be used in regards to the bereavement day.

B. SICK DAY DRIVE PROPOSAL

All employees are encouraged to save sick days and purchase short term disability. If a catastrophic event befalls an employee, the Association may approach the Administration and request, in writing, to initiate a sick day drive. Sick day drives will be considered on a case-by-case basis and the final decision to initiate a drive will rest with the Administration. Once a sick day drive is initiated, the Administration will contact employees (via a form) and employees will have ***one (1) week to return the form to the Administration***. Sick day donations will be anonymous, voluntary, and limited in number. ***Employees who choose to donate sick days may donate up to five (5) per drive.***

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C. PERSONAL DAYS

Request for a personal day must be submitted through the District's on-line attendance program at least forty-eight (48) hours in advance unless an emergency situation develops. Personal days may not be taken before or after the following non-school days without prior permission: Labor Day, Thanksgiving, Winter Break, MLK Day, Mid-Winter break, Spring Break, Good Friday and Memorial Day. All

personal days will be granted only in full increments unless approved by administration. All part-time contracted teachers shall receive personal business days proportionately.

Teacher will be given confirmation of personal day request (if approved or denied) within two school days from request.

D. MEDICAL LEAVE OF ABSENCE

1. To promote continuity in the student/teacher relationship, the Board may place a teacher on a leave of absence without pay and fringe benefits for a period not to exceed one (1) year if a teacher is absent in excess of ten (10) teaching days more than the individual's accumulated sick leave time.

2. Any teacher whose personal illness extends beyond the allowed by the Family Medical Leave Act (FMLA) may, by written application to the Board at least seven (7) days in advance of the next regularly-scheduled Board meeting, at the Board's sole discretion, be granted a leave of absence without pay for a period not to exceed one (1) year, renewable at the Board's sole discretion.

3. If a teacher is placed on a leave of absence in accordance with paragraph D. or E., subparagraphs 1. and 2., the teacher shall, seventy (70) days before the closing of school, notify the Superintendent that he/she wishes to return to the license District, and on or before July 1st of the given school year, upon returning to the District, present to the Board a certificate from a certified licensed doctor (M.D. or D.O.) stating that he/she is able to perform the teacher's essential job functions. All leaves of absence shall be at the Board's sole discretion.

4. Upon recommendation of the Superintendent for good cause shown, the Board reserves the right to require a teacher to submit to a fitness for duty examination by a doctor licensed to practice medicine in Michigan or Ohio. The Board reserves the right to select the doctor if the Board requests that the teacher undergo a fitness for duty examination. The examination result shall be transmitted to the Board as soon as the diagnostic report can be filed with the Superintendent. All information concerning said teacher shall be confidential upon the teacher's request, except when said report(s) are needed for legal purposes. If a teacher employed by the District is requested to take a fitness for duty examination, the cost will be paid by the Board.

5. A teacher who fails to comply with this Article may be subject to revocation of the leave of absence, denial of the application for a leave of absence, and disciplinary action up to and including dismissal.

E. MINI LEAVE

To promote continuity in teacher/student relationships, the Board may grant a teacher a mini leave of absence without pay and fringe benefits, if the teacher makes a written request to the Superintendent through the building principal. The mini leave of absence can be granted upon the completion of the ongoing marking period. The teacher will return to duty at the conclusion of the leave, which will coincide with the end of a marking period. The Board may require the teacher to furnish a statement from a certified, licensed physician (M.D., D.O., N.P.) that the teacher is able to perform the teacher's essential job functions. If needed, a mini leave extension can be obtained if its conclusion coincides with the conclusion of a marking period. The Board reserves the right in its sole discretion to approve extensions of mini leaves or accelerated terminations of the mini leave of absence based on each individual case. Failure to comply with any of the above provisions shall be conclusively deemed as the teacher's resignation.

F. LEAVE OF ABSENCE - GENERAL

The Board shall, in its sole discretion, grant a general leave of absence for up to one (1) year, during which seniority shall not accrue. The Board reserves the right to limit the number of leaves granted. Further, the application for this leave shall be prospective from the date of ratification by the parties and shall only apply to active employees. The Board's decision to grant or deny a request for a leave is not reviewable in any manner, and is not grievable under the Agreement's grievance/arbitration procedures. No arbitrator shall have any authority to review the Board's decision pursuant to this section. The teacher must submit to the Superintendent on or before April 1, a letter of intent to return to employment. Failure to submit such letter will be considered a voluntary resignation from all employment with the District.

G. MISCELLANEOUS LEAVES

1. **JURY DUTY**

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

2. **SELECTIVE SERVICE PHYSICAL EXAMINATION**
   Full reimbursement will be granted to any teacher who is required to take a physical examination offered by the United States Government.

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

4. **OTHER ABSENCES**

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

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

ARTICLE 12 - MISCELLANEOUS PROVISIONS

A. The Board will contract substitute teachers through a 3rd party company. Teachers shall promptly contact the District's absence reporting system to report unavailability to work. Once a teacher has reported his/her unavailability, it shall be the responsibility of the 3rd party company and the administration to arrange for a substitute teacher.

B. In any situation where a substitute is not available and a classroom teacher is required to use any preparation or other period during which he/she does not have teaching duties, the teacher shall receive, in addition to his/her regular salary, reimbursement as provided under Article 21 for such period. In an emergency situation, pending the arrival of a substitute teacher or regular classroom teacher, the classroom teacher may voluntarily assist the building administrator during a period in which the teacher has no teaching duty. In such circumstances the teacher will not be paid for such assistance.

C. Whenever possible the Association shall be informed by the Board of fiscal, budgetary, and tax programs affecting the District.

D. Teachers and administrators will act as professionals while working for and representing the Sand Creek Community Schools. The Association will encourage attendance by all teachers at major school functions such as athletic events, PTO programs, programs of school and community interest, plays, science fairs, graduation, or any other program which will foster a good relationship within the community. Professional attendance clearly indicates to the public that the teachers are keenly interested in the promotion and execution of a good school program.

E. All teachers must be present for the entire duration of parent/teacher conferences. Excuses will only be accepted in case of severe illness (substantiated by a doctor's certificate stating the nature of the illness), or death in the immediate family as defined in Article 12.A.5. Parent/teacher conferences are to acquaint the parents better with the total school program and to acquaint the teacher better with the home environment in which the child lives so that both teacher and parent can better understand the student and can strive to improve the program to meet the student's needs.

F. This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with terms in any individual teacher contracts in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement.

G. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is found contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

H. Copies of this Agreement shall be prepared by the Administrative office. The master copy will be proof read and mutually agreed upon by the Board's representative and the Association representative before copies are made. The cost of said materials will be paid by the Board. The Association will be responsible for assembling the Agreement. The new Agreement will be produced as soon as possible after final negotiations have been completed.

I. All expenses for in-service training, teacher meetings, school visitations, curriculum improvements, and educational conferences requested by the administration will be paid by the Board. Should driving for school visitation be necessary, each driver will be reimbursed at the rate established by the Board. This reimbursement shall not be construed to be a lease of a teacher's vehicle.

J. The Board will reimburse all or part of the expenses of teachers who request in writing to attend conferences, clinics, workshops, seminars, etc. when such request is approved by the principal and the Superintendent. Requests to attend are to be made at least ten (10) school days before the conference and are limited by substitute and conference funds available and number of requests received. This reimbursement shall not be construed to be a lease of a teacher's vehicle.

K. Reimbursement of expenses of teachers attending conferences, clinics, workshops, seminars, etc. pertaining to extra-curricular organizations are to be paid for by said organization. No reimbursement will be given by the Board to school or non-school personnel unless authorization has been granted before the conference by the building principal. This reimbursement shall not be construed to be a lease of a teacher's vehicle.

L. The policy-making functions of the Board as set forth by law cannot be delegated or abrogated.

M. Both the Board and the Association disavow all illegal collective bargaining.

N. Teachers who change grade level during the school year will be provided a mentor teacher, upon request of the teacher, for the one (1) year, at the rate of $500 annually. This qualifies for teachers who have never taught that grade level or curriculum has changed in that grade level since they last taught it.

O. A teacher who has to pack up and move rooms within a building or from building to building will receive a stipend of two days of the current substitute pay if the room move is initiated by administration. Compensation will be provided to teachers who must move classrooms any time between one week before the start of the school year and the last day of school.

P. **Technology Stipend -**If the Sand Creek Community School District mandates an electronic app or technology use on personal devices during or outside of school, the school will compensate the teacher $10 a month for 10 school months, $100 total

Q. **Training videos -** If the required running time to complete the mandatory certification training videos exceeds the allotted amount of time given during PD, teachers will be compensated at the standard hourly rate

R. **Classroom supply stipend:** $300 per year per teacher.

ARTICLE 13 - INSURANCE PROTECTION

A. The Board and Association became a member of the Lenawee County MESSA Health Care Consortium, effective July 1, 2013, to enable bargaining unit employees to have any of the approved MESSA insurance options within the Lenawee County Health Care Consortium.

The District shall pay the current premium costs caps annually adjusted as determined by the State Treasurer as determined by the State Treasurer as established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. As provided in that law, the District may deduct the employee's proportional cost of medical benefit pllan from compensation due to the employee. This consortium membership will be a 3-year agreement, subject to renewal at the end of the initial 3 years.

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

a. Any of the MESSA plans included in the Lenawee County Health Consortium

b. MESSA LONG-TERM DISABILITY INSURANCE PLAN **-** The plan shall guarantee continuation of sixty-six and 2/3 (66 2/3) percent of the teacher's monthly contractual salary to a maximum benefit of $6,000 including benefits the employee is eligible to receive from any employer; the Michigan Public School Employees Retirement Fund; employer's annuity or pension plan; social security; any employer's labor-management trustee, union, employee benefit plan or any governmental agency or program or coverage required or provided by law. Benefits begin after ninety (90) calendar days (straight wait) and continue to age 65 for disability commencing before age 60. For disability commencing at or after age 60 but before age 66, benefits are payable up to five (5) years. For disability commencing at or after age 66, benefits are payable to age 70. The plan shall include a freeze on offsets and alcoholism/drug addiction and mental/nervous shall be covered as any other illness up to two (2) years or after if hospitalized.

   The long term disability insurance plan shall meet or exceed the specifications mutually agreed upon.

c. MESSA/DELTA DENTAL PLAN - 100/80-80-80~~,~~ including internal and external coordination of benefits (COB, for all bargaining unit employees and their eligible dependents as defined by MESSA/Delta).

   In additional to the orthodontics benefit provided through Delta Dental, the Board agrees to a one-time, per-child orthodontics contribution up to $900. This benefit will begin immediately following the actual consortium implementation date.

d. MESSA VISION SERVICE PLAN – VSP 2 SILVER all bargaining unit employees and their eligible dependents as defined by MESSA.

e. NEGOTIATED TERM LIFE INSURANCE - $45,000 AD&D

2. ***PLAN B - For employees not electing health insurance***
   a. MESSA LONG TERM DISABILITY INSURANCE PLAN - same as above
   b. MESSA/DELTA DENTAL PLAN - same as above
   c. MESSA VISION SERVICE PLAN - same as above
   d. NEGOTIATED TERM LIFE INSURANCE - $50,000 AD&D
   e. An employee whose spouse carries the family's health insurance coverage through another program and/or an employee whose family members are both employed by the District where the other spouse carries the family's health insurance coverage may elect a cash in lieu of health insurance in the

amount of **$515** a month *on the conditions that: (1) the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act.*

B. During the term of this Agreement, said MESSA insurance is available to all bargaining unit employees regardless of membership status with the Association. This eligibility does not include substitutes. Half-year and half-time teachers will receive half the amount of paid insurance. The Board is not obligated to pay directly to the teacher any benefits under paragraph 2 or 3 above or to pay premiums for insurance policies not identified in this Agreement, it being the sole purpose of this clause to obligate the Board not to exceed the amount specified for premiums for participating teachers only in the MESSA insurance plan.

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

Half-year and half-time teachers will receive one-half (1/2) the insurance benefits. Part-time teachers employed less than sixty (60) days, along with substitute teachers are not entitled to insurance benefits.

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

It is the teacher's responsibility to keep his/her insurance updated to meet personal and family needs. It is not the District’s position to recommend companies, changes of coverage, or spending of the insurance monies due the employee. All changes must be initiated by the employee and within the specified times.

D. Any dispute between the Association and the Board, which may arise as to whether an employee properly executed or revoked an insurance form pursuant to this Article, shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution, or revocation of the authorization form.

E. When a bargaining unit employee terminates employment during the school year with the District, the Board will not pay for insurance benefits beyond that employee's last month of employment.

F. The Association will protect and save harmless the Board from any or all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with this Article.

G. If an employee wishes to maintain his/her present benefits under Section B, while on an unpaid medical leave, the following formulas will be used to pro-rate the employee's and the Employer's financial responsibilities for those benefits. The Family and Medical Leave Act mandates the Employer to maintain the employee's health coverage for up to twelve (12) weeks, on the same terms as if the employee had continued to work during a FMLA leave. The formulas shown below are used to pro-rate cost after the expiration of this 12-week FMLA period (if applicable).

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

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

The Board and Superintendent, at their discretion, may assume all financial responsibility for an employee's approved unpaid medical leave. Each case will be decided on its own merits, with special consideration given for extenuating circumstances. Any decision concerning unpaid medical leave is not precedent setting.

ARTICLE 14 - PAYROLL DEDUCTIONS

The Board may deduct from the employee's wages such amounts as required by law, which the employee may owe to the District, or which are authorized by the employee by this Agreement or by the employee in writing.

A. FINANCIAL INSTITUTIONS

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

1. The Business Office will provide the forms authorizing such deductions. The voluntary deduction forms must be properly completed and returned to the Business Office. The voluntary deduction authorization forms filed in previous years will remain in effect until revoked in writing by said teachers, according to the paragraph below. The voluntary deduction authorizations filed annually with the Business Office shall continue in effect until a completed revocation form, signed by the teacher, is filed with the Business Office.

2. Any dispute between the financial institution and the Board, which may arise as to whether an employee properly executed or revoked an authorization card pursuant to this Article, shall be reviewed with the employee by a representative of the Board. Until the matter is addressed, no further deductions shall be made. The Board assumes no liability for the authenticity, execution, or revocation of the authorization form.

3. The Association will protect and save harmless the Board from any or all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.

B. TAX-DEFERRED ANNUITIES

1. The Board will deduct from the salaries of teachers for tax-deferred annuities with any vendor on the Approved Provider List, included as Appendix C. Signed payroll voluntary authorization forms must be received from each teacher before the deduction. These forms may be obtained from the Business Office or from an approved provider agent. Regular premiums will be deducted in bi-weekly equal installments.

2. Teachers will be allowed to enroll with any of the vendors on the Approved Provider List at any time throughout the school year.

3. The premium deduction authorization forms filed annually with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the insurance company. Revocation forms are available from the Business Office.

4. Any dispute between the above-mentioned insurance companies and the Board that may arise as to whether or not an employee properly executed or properly revoked an authorization form pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is addressed, no further deductions shall be made. The Board assumes no liability for the authenticity, execution, or revocation of the authorization form.

5. The Association will protect and save harmless the Board from any or all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.

C. MEA Voluntary Dues Check-Off

1. Upon receipt of a voluntary authorization in writing by a teacher, the Board shall deduct from the teacher's wages the amount of union dues, assessments or fees each pay period. Authorized deductions shall be irrevocable, except in accordance with the terms under which an employee voluntarily authorized said deductions.

ARTICLE 15 - TEACHER MENTOR PROGRAM & TENURE STATUS

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

A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the Code. The Mentor Teacher shall be a bargaining unit employee.

1. Each probationary teacher shall be assigned a Mentor Teacher for the first three (3) years he/she is in probationary status.

2. Newly employed teachers who had acquired tenure in another school system will be assigned a Mentor Teacher for the first year of his/her employment.

3. The Mentor Teacher shall be available to provide professional support, instruction, and guidance.

4. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.

5. In grades Y5-12, the building principal will assign a Mentor Teacher for the Mentee.

6. Participation as a Mentor Teacher is voluntary.

7. The Mentor Teacher assignment shall be subject to review by the Mentor Teacher and the Mentee after each semester.

8. If either the Mentor Teacher or the Mentee desire to terminate the relationship, the building principal and the Mentee shall agree upon a replacement Mentor Teacher.

9. The purpose of the Mentor/Mentee match is to acclimate the probationary teacher and to provide necessary assistance toward the end of quality instruction.

10. A Mentor Teacher shall receive the following stipend based on the mentee's years of experience with the District:

    1st year - $1,000
    2nd year - $750
    3rd year - $500

11. Mentees shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of teaching.

12. The Mentee shall be paid his/her per-diem rate of pay if those professional days are not within the parameters of the regular workday and work year.

B. Probationary teachers who are non-renewed by the Board will be notified in writing as soon as possible and no later than five (5) days after the meeting at which recommendations concerning the status of probationary teachers regarding tenure status will be notified as outlined above with reasons why the Board non-renewed the teacher's contract. The Board or its designee will advise the teacher of his/her full rights under the Tenure Law.

Article 16: EVALUATION

A. The negotiated performance evaluation system shall be the Charlotte Danielson evaluation tool and will include:

1. Specific performance goals (IDP, ILP, etc) identified collaboratively by the teacher and evaluator 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 consider student growth and assessment data that have been negotiated with the Association.

5. Years the teacher is not formally evaluated the teacher does not have to compile end of the year data.

6. The use of student growth and assessment data as 20% of the year-end evaluation determination.

a. The student growth and assessment data shall consist of measurable, long-term academic goals set for all students as determined annually by the grade-level/department level teachers.

(1) Pre and Post tests at the beginning and end of each semester and / or marking periods.

b. The teacher shall be allowed to eliminate data attributable to students who have excessive absences (10+ days) and are partial year transfers into/out of the teacher's classroom.

(1) All those who have other anomalous circumstances that warrant eliminating that data must be approved by the administration.

c. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.

B. Process: The Performance Evaluation

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

a. The observation must include a review of pupil engagement in the lesson that is observed.

b. Teachers will provide lesson plans (Planbook, Google Classroom, and / or agenda with standards) with standards (if available) matching the curriculum taught that day within 10 days of the observation.

2. If identified as a deficiency in performance within an existing IDP, the teacher may be required to submit lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this Section.

3. In order to ensure 1.a above, the observation should be thirty (30) consecutive minutes with at least 15 minutes of instructional time.

a. If the observation time is cut short due to unforeseen circumstances and the 15 minutes of instructional time has been met as mutually agreed upon by the classroom teacher and evaluator then the observation will be official.

4. There shall be two observations with the first one being completed by December 1 of semester 1 and the second observation be completed by the end of the first full week of May of the second semester. Data for the final evaluations is due for elementary Classroom Teachers on or before the end of the third week of May and for jr/sr high school Classroom Teachers it is due on the last day of school. No observations shall be made the day before a scheduled holiday or break (See Article 11.C pertaining to personal days).

5. Feedback on 1.a and 1.b will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) calendar days after the observation occurred for all probationary teachers. For all tenured “effective” teachers a follow up meeting is optional and may be requested by either side. At the post-observation meeting, the teacher will be provided documented feedback.

6. The annual performance evaluation system will assign a year-end rating of “effective”, “developing” or “needing support”.

a. The following rating system will be as follows:

(1) "Effective": 70% - 100%

(2) "Developing": 50% - <70%

(3) "Needing support": 0% - <50%

c. The year-end evaluation determination and written feedback shall be delivered at a meeting with the observing administrator and the teacher by the end of each school year. If a teacher is on the threshold of not being effective, a second meeting could take place no later than 5 business days after the official last day of school to discuss their rating. (This is because jr/sr high school data is due on the last day of school). In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

7. Teachers who work less than 60 school days in any school year, shall receive the same rating they received in the prior year for the current year if it was conducted by the district.

8. If a tenured teacher has been rated "effective" or "highly effective" (term used from the previous contract), for three (3) consecutive year-end evaluations, they shall be evaluated every two years thereafter. (evaluation, non-evaluation, non-evaluation, evaluation)

a. Sec. 3b. (1) Before July 1, 2024, and except as otherwise provided in subsection (2), a teacher is not considered to have successfully completed the probationary period unless the teacher has been rated as effective or highly effective on the teacher's 3 most recent year-end performance evaluations under section 1249 of the revised school code, 1976 PA 451, MCL 380.1249, and has completed at least 5 full school years of employment in a probationary period.

b. (2) Before July 1, 2024, if a teacher has been rated as highly effective on 3 consecutive year-end performance evaluations under section 1249 of the revised school code, 1976 PA 451, MCL 380.1249, and has completed at least 4 full school years of employment in a probationary period, the teacher is considered to have successfully completed the probationary period.

9. Beginning July 1, 2024, if a teacher has been rated as effective on or after July 1, 2024, or highly effective before July 1, 2024, on 3 consecutive year-end performance evaluations under section 1249 of the revised school code, 1976 PA 451, MCL 380.1249, and has completed at least 4 full school years of employment in a probationary period, the teacher is considered to have successfully completed the probationary period

10. In addition to the above procedures, teachers who are evaluated with an IDP (received a “minimally effective”, “ineffective” prior to July 1, 2024, or “needing support”, or “developing” rating thereafter, and/or 1st year teachers) shall be provided the following:

a. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.

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

c. A mid-year progress report, 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 that is aligned with the existing IDP.

d. A Mentor teacher that is informed of the conditions and requirements of the IDP to assist the mentee in the described performance goals of the IDP. The Mentor teacher will be decided in collaboration between the District and the Association.

11. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.

12. 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.

13. Rights of Tenured Teachers:

1. A tenured teacher who is rated as “needing support” shall 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. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.

(1) The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.

(2) Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

(3) A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article 19.

C. **Training on evaluation system, tools, and reporting forms:**

1. The district shall provide, during contractually scheduled Professional Development time, training on the evaluation system, and other important components of the year-end evaluation process to all newly hired teachers.

2. The District will annually provide the Association with a list of Administrators that have completed training.

ARTICLE 17 - PERSONNEL FILE

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

1) Copies of all teaching certificates held
2) Transcripts of academic records
3) Credentials of his/her professional performance up to the date of employment in the District

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

The teacher may, upon request of the Superintendent and in the presence of the Superintendent or designee, see copies of his/her transcripts, teaching certificates, and evaluations, which have been made by his/her immediate supervisors in the District.

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

ARTICLE 18 - SENIORITY

A. Definitions:

1. "Certification" shall be defined by the Michigan Department of Education.

2. "Highly qualified" shall be defined by the Michigan Department of Education

3. "Seniority" shall be defined as the teacher's first working day in the District and years of continuous service with the Sand Creek Community Schools. A teacher's official date of employment for seniority purposes is the date the Board votes on employment of that teacher. If two (2) or more teachers are approved at the same Board meeting, a drawing will be held to determine seniority ranking. For circumstances needing a drawing, the Association and bargaining unit employees so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit employees and Association representatives to be in attendance.

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

4. “Years of service” shall be interrupted when a teacher resigns, retires, or is discharged. ~~Continuous~~ service shall not be interrupted by an approved leave of absence, lay off, or administrative service with the understanding that the years of service may not have a direct effect on the career ladder salary scale if there were salary freezes or pay cuts during that time. In the event that there were freezes or pay cuts during said time, a teacher would be put on an equivalent step of the career salary ladder as a fellow employee that has the same number of “years of service” as they do. If a teacher does interrupt their service at Sand Creek Community Schools and is rehired as a teacher, the prior years of service that the employee had will be included in their total years of service. Furthermore, upon their rehire, they will be granted the steps (or equivalent monetary salary) of what they were at before leaving Sand Creek. Also, teachers will be allowed to be granted years of experience from other districts as explained under Article 21 page 31.

   Ex: A teacher is at Sand Creek for 5 years but leaves for a different school district. They work there for 10 years but then are rehired to teach at Sand Creek. They will be awarded their 5 years of service from Sand Creek and would then begin year 6 for their Seniority.

   Also, they could gain a half step for each of their 10 years of teaching from the other district. Therefore, their Career Ladder Step would be step 11: 5 steps they earned while at Sand Creek plus 5 additional steps (1/2 step for each year at the other district).

5. "Major or Minor" will be determined by an accredited college or university transcript.

B. The Board shall prepare a seniority list by certification and transmit a copy of it to the Association on or before the first day of May. If the Association disagrees on one or all parts of the seniority list, and if mutual agreement between the parties cannot be reached on the disagreement, the Association may use the grievance procedure within ten (10) working days of receipt of the seniority list. The parties agree to expedite arbitration as promulgated by the American Arbitration Association.

C. The Board retains the right to determine the curriculum, scheduling of classes, and teaching assignments.

D. *6-12 Scheduling shall be collaboratively planned with department head teachers, administration and guidance counselor. Recommendations may still come from the teaching staff and/or Association. The Board and administration shall make the final decision.*

E. If a teacher receives a layoff notice by June 1, collects unemployment pay over the summer recess period, and is then recalled before the start of the next school year, shall pay back to the District the unemployment pay collected.

ARTICLE 19 - STUDENT DISCIPLINE, TEACHER PROTECTION, LAYOFF AND RECALL.

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers as to the maintenance and control of discipline in the classroom.

B. A teacher may exclude a student from a class for the day when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in class intolerable. In such cases, the teacher will furnish the principal, as promptly as teaching obligations will allow, full particulars of the incident in writing each time or day a student is excluded from the classroom. The teacher will also contact the student's parents and inform them of the particulars of the incident in a timely manner.

C. Any assault upon a teacher shall be promptly reported to the Board or its designee. The Board may provide legal counsel to advise the teacher of his/her rights and obligations as to such assault and render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, provided that the teacher has complied with established administrative and Board policies.

D. If any teacher is complained against or sued because of any action taken by the teacher while in pursuit of his/her employment, the Board may provide legal counsel and render all reasonable assistance to the teacher in his/her defense.

E. Time lost by a teacher in connection with any incident mentioned in this Article may not be charged against the teacher if the teacher is found innocent of the charge.

F. Layoff/Recall of Classroom Teachers:
Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the

approved curriculum. If the Superintendent determines that the budget for the existing Classroom Teaching staff warrants reductions, the Superintendent will recommend to the Board the Classroom Teaching positions to be reduced.

Decisions about the reduction and recall of Classroom Teachers will be guided by the following criteria:

1. Non-certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.

2. Classroom Teachers must be properly certified, approved, or authorized for all aspects of their assignments.

3. A Classroom Teacher is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office.

4. Teachers with the same certifications identified for potential reduction will be reduced based on their last evaluation rating (percentage). The teacher with the lowest percentage will be laid off.

i If two teachers have identical overall evaluations ratings, the teacher with the most years of service as a classroom teacher at Sand Creek Community Schools will not be laid off.

F. Classroom Teacher reductions and recalls are by formal Board action.

G. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a notice in writing within five (5) days following the approval of the budget during the June School Board of Education meeting and no less than thirty (30) calendar days for layoffs during the school year.

H. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected Classroom Teacher and Association.

I. Classroom Teacher Recall Process

1. A Classroom Teacher is eligible for recall until they formally sign a letter to be off the Sand Creek Community Schools Teacher Recall List. If they deny a recall see #6.

2. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.

3. Before or in lieu of initiating the recall of a laid-off Classroom Teacher, the Superintendent may reassign teachers following the procedures of Article 9 to fill vacancies.

4. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take either of the following actions to fill a vacancy:

i First, recall the laid-off Classroom Teacher who is certified and qualified for the vacancy, provided the Classroom Teacher was rated effective.

ii Second, post the vacancy and consider all applicants.

5. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled Classroom Teachers.

6. A laid-off classroom teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, has extended the time limit in writing.

7. Before or in lieu of initiating the recall of a laid-off teacher, the internal bid process of teacher assignments will be open internally. Once the bid process is complete, the Superintendent can reassign to fill jobs if needed.

ARTICLE 20 - MONETARY REMUNERATION

A. Duration: The teacher compensation plan and fringe benefits of the Agreement will exist for a three (3) year period of time.

1) The Board desires to have a three (3) year contract with the Association complying with the above schedules. However, due to the Headlee Amendment, presidential guidelines, possible further decline in enrollment, etc., the Board

reserves the right to the exclusive control of planning and implementing the District's education program.

2) The Board disavows deficit financing; therefore, this plan has been mutually agreed upon by both the Board and Association and becomes an official part of the Agreement.

3) If the Fund Balance should fall to 8% or below, salary increases will be at board discretion.

4) The teacher compensation plan (Professional Career Ladder) as negotiated is included below. The extra-curricular salary schedule may be found on the last pages of the Agreement.

B. Career Ladder:

1) Compensation will be determined by placement into one of three professional career ladders.

Bachelor's Ladder

Bachelor's +18 Ladder

Master's Ladder

Newly hired teachers with prior years of teaching experience will be granted as follows:

a. Starting in the 2025-2026 school year, each year of service will be granted one full step up to step 10. Each year after will be granted a one-half (½) step on the career ladder.

b. In any situation listed above, if a new hire has an odd number of year's experience they will be moved up one-half (1/2) step to the next full step (i.e. 9 years of experience would equal 4.5 but would be moved to step 5).

2) Teachers shifting from the Bachelor's Ladder to the Bachelor's +18 Ladder or the Master's Ladder must have earned an "effective" score on their evaluations in the preceding three (3) consecutive years. If a new degree (BA 18 or Masters) is earned before school starts, the said teacher shall move directly to the that new ladder effective as of the first day of school.—If earned after school starts, they will be paid per diem for the days of the contract they have their new degree. Reimbursement will only be given for credits that are accompanied by B- or better grades. Teachers are responsible to confirm that the Superintendent's Office has a copy of the transcript(s) and diploma(s) before requesting a pay increase for any of the above positions earned on the scale. *Master's program must be approved by the Superintendent in order to receive the MA increase upon completion.

3) All cumulative pay increases will be subject to "effective" evaluation ratings.

4) Compensation awarded for "effective" evaluation ratings will be distributed according to the schedule agreed upon below to all participants in a professional ladder. (see #6).

5) The Board recognizes the need to reward teachers rated "effective" and will award additional non-cumulative pay to those teachers. All teachers that earn an effective" rating for the school year shall be paid a performance incentive equal to $1. This shall be paid out no later than the first pay in July following the school year.

6) In an effort to retain valuable teaching staff, all returning teachers (unless have received a minimally effective or ineffective evaluation) and who have signed their new year's teacher contract, will be granted a one-time bonus. The value of this bonus will be equal to $15,000 divided by the number of returning teachers.

**See Career Ladder and Schedule B Insert for 2025-2028*

Salary Clause:

- **In the 2025-26 school year, if the State of Michigan per pupil increase amount is 15% more or less than half ($196), in comparison to the June 16th School Board approved budget of $392.00, then the SCEA and the SC Board of Ed Negotiations committee agree to discuss opening negotiations for the percentage increase of salaries ONLY. Any discussion cannot take place until after Fall count day.

- **In the 2026-27 and 2027-28 school years, if the State of Michigan per pupil increase amount is 15% more or less than half, in comparison to the June School Board approved budget, then the SCEA and the SC Board of Ed Negotiations committee agree to discuss opening negotiations for the percentage increase of salaries ONLY. Any discussion cannot take place until after Fall count day.

- If the State of Michigan per pupil allowance is finalized (signed as law) and adopted by the SC Board of Education prior to the board adopting our budget in June, and if the adopted per pupil amount exceeds $244(average increase over the last ten years) or less than half($122), then SCEA and the SC Board of Ed Negotiations committee agree to discuss opening negotiations for the percentage increase of salaries ONLY. Any discussion cannot take place until after Fall count day.

7) Career Ladder

See Career Ladder Insert and Schedule B Insert.

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

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

D. ADDITIONAL CLASS: Grade 6-12 teachers may teach an additional class providing approval by the Board. Additional remuneration will be paid as follows:

1. Should the Board decide it is feasible and educationally sound to operate the high school on a six-period day, the rate shall be 1/6th of the teacher's base pay.

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

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

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

4. The hourly extracurricular rate of pay shall be $30.00

E. Severance Pay:

1. A teacher employed full-time in the Sand Creek Community Schools, for five (5) or more years, who has tenure status in the Sand Creek Community Schools, will be paid terminal leave at the rate of one half (1/2) of a substitute's daily rate of pay at the time said teacher leaves the District times the unused sick leave days the teacher has accumulated, limited to a maximum of one hundred (100) days earned.

2. All employees terminating employment with the District and who are eligible for a stipend for unused sick days shall be required to participate in the Michigan Education Association Financial Services 19.3 plan. During the year of retirement, the stipend payout method shall be paid into each employee's tax deferred annuity with the Paradigm Equities Inc. The employee must be enrolled in an individual 403(b) plan, before retirement, by MEA Financial Services. The stipend, as defined in the Agreement, will be an Employer contribution into each employee's tax-deferred annuity with the Paradigm Equities Inc.

3. This clause cannot be considered retroactive and no severance pay will be granted to anyone who is discharged by the District, with the following exceptions: should the job be eliminated due to changes in curriculum and/or forced cutbacks, the teacher(s) affected will receive severance pay as outlined above.

4. Teachers who are entitled to severance pay must apply in writing to the Superintendent for their severance benefits.

5. Benefits of a deceased employee shall be payable to his/her estate.

F. SUBSTITUTE TEACHERS:

A. DAILY SUBSTITUTE'S RATE:

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

B. EXTENDED LEAVE SUBSTITUTION:

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

C. SUBSTITUTION BY CLASSROOM TEACHER:

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

1. One half (1/2) of a sick day, to be added to the teacher's accumulated sick day total at the end of the school year, for every four (4) periods of substitute teaching.

2. $22.50 per 45-minute teacher period of substitute teaching, which will be paid at the end of the school year (approximately June 28th).

For those teachers choosing option 1, the remainder of periods over a multiple of four (4) will be paid under the conditions of option 2 or, at the teacher's discretion, carried over to the next year.

ARTICLE 21 RETIREMENT INCENTIVE

Employees covered under this Agreement are requested to notify the Board of his/her retirement intentions no later than December 1 (for retirement effective the end of the first semester) or April 15 (for retirement at the end of the school year).

ARTICLE 22 RETIREMENT

RETIREMENT INCENTIVE FOR MEMBERS *ELIGIBLE FOR FULL RETIREMENT IN THE MICHIGAN RETIREMENT SYSTEM*

1. The Board shall make payment to each employee on the following basis for each year of service credit:

   #Number of years in MPSERS - $400 per year

   Member must be eligible to retire without any additional purchase of years by the district.
2. Payment shall be made on the first day of the last month worked or within five (5) days of notice of intent to retire, if notice is given the first day of the last month worked.

3. The employer's payment shall be reported as part of the employee's gross income subject to taxes.

4. Employees planning to receive this plan benefit shall give written notice of intent no later than December 1, for retirement at the end of the first semester and no later than April 15, for retirement at the end of the school year.

5. To be eligible to receive the retirement supplement stipend, the otherwise eligible employee must execute an acknowledgment and release acknowledging that he/she voluntarily elected to retire from his/her employment with the District and receive the retirement supplement stipend as additional consideration for retirement at this time and fully releasing the District, the Board, the Association, and their agents, officials and employees from any and all claims, demands, and/or causes of action pursuant to the Age Discrimination in Employment Act, the Michigan Elliott-Larsen Civil Rights Act by reason of his/her retirement and receipt of the retirement supplement stipend. The acknowledgment and release shall also acknowledge the employee's responsibility for any and all tax consequences and liability resulting from payment of the retirement supplemental stipend. A copy of the acknowledgment and release (Appendix B) is incorporated by reference.

ARTICLE 23 - DURATION OF AGREEMENT

This Agreement shall be effective as of September 1 , 2025 and shall continue in effect until August 31, 2028.

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

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541 et seq. may reject, modify, or terminate this Agreement as provided in that Act.

Sand Creek Board of Education

By_____
Board President

and

By_____
Board Secretary

Sand Creek Education Association, HLCEA, MEA/NEA

By_____
SCEA President

and

By_____
SCEA Secretary

PROFESSIONAL EMPLOYMENT CONTRACT

This Agreement entered into on this 1st day of September, 2025 between the Board of Education of the Sand Creek Community School District, (the "Board"), and the HLCEA, SCEA, MEA/NEA, (the "Association"). No person shall, on the basis of race, color, national origin, sex or disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination in employment

APPENDIX A – RETIREMENT SUPPLEMENT STIPEND

ACKNOWLEDGMENT AND RELEASE

I, _____, acknowledge and affirm that I have voluntarily elected to retire at the conclusion of the_____ school year and commence my retirement benefits from the Michigan Public School Employees Retirement System (MPSERS) and receive the retirement supplement stipend of _____ Dollars ($_____) from the District as additional consideration for my retirement at this time.

Thus, I release the Sand Creek Community Schools, its Board, the Association, and their agents, officials and employees for any and all claims, demands and/or causes of action under the Age Discrimination in Employment Act or the Michigan Elliott-Larsen Civil Rights Act by reason of my retirement and acceptance of the retirement supplement stipend.

I acknowledge that I have had forty-five (45) days to consider my decision to retire and that I have had the opportunity to consult with legal counsel, Association representatives, and/or others regarding this decision and have elected to retire voluntarily. Further, I acknowledge responsibility for any and all tax consequences and liability as a result of the payment of the retirement supplement stipend.

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

Employee
Date
Witness
Witness

APPENDIX B – Approved Provider List

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