Master Agreement

between

Swan Valley
Board of Education

and

Swan Valley
Education Association

2026-2029

INDEX

ARTICLE I	RECOGNITION	2
ARTICLE II	TEACHERS RIGHTS	2
ARTICLE III	BOARD RIGHTS	3
ARTICLE IV	NEGOTIATIONS	3
ARTICLE V	NO STRIKE	4
ARTICLE VI	TEACHER EMPLOYMENT AND ASSIGNMENT	4
ARTICLE VII	TRANSFERS	5
ARTICLE VIII	TEACHER EVALUATIONS	5
ARTICLE IX	VACANCIES AND PROMOTIONS	5
ARTICLE X	TEACHER REDUCTION	6
ARTICLE XI	TEACHING CONDITIONS	6
ARTICLE XII	TEACHING LOADS	7
ARTICLE XIII	PUPIL – TEACHER RATIO	8
ARTICLE XIV	TEACHING HOURS	9
ARTICLE XV	LEAVES	10
ARTICLE XVI	TEACHER PROTECTION	16
ARTICLE XVII	GRIEVANCE PROCEDURE	18
ARTICLE XVIII	PROFESSIONAL COMPENSATION	22
ARTICLE XIX	GENERAL CONDITIONS	23
ARTICLE XX	SCHOOL CALENDAR	24
ARTICLE XXI	DURATION OF AGREEMENT	24
ARTICLE XXII	FINANCIAL INFORMATION	25
APPENDIX A	FRINGE BENEFITS	27
APPENDIX B	APPENDIX B	31
APPENDIX C	SENIORITY	35
APPENDIX D	CALENDARS for 26-27, 27-28, and 28-29	36
APPENDIX E	TEACHER EVALUATION PROCESS	39
ARTICLE XXIV	TERMINATION	45

THIS AGREEMENT, entered into this **July 16, 2026**, by and between the Swan Valley Board of Education, Saginaw, Michigan, hereinafter called the "Board" and the Swan Valley Education Association, hereinafter called the "Association."

WHEREAS, the Board and the Association believe in the importance of Schools as an agency for the preservation and extension of our democracy; and

WHEREAS, the parties of this Agreement have a common goal of providing the best possible education for the children of the Swan Valley School District consistent with community resources and all other resources; and

WHEREAS, the members of the teaching profession are particularly qualified to advise and counsel with the Board of Education, in the formulation of policies and programs designed to improve educational standards; and

WHEREAS, the Board is elected by taxpayers for the purpose of establishing education policies that reflect the desire and needs of the community; and

WHEREAS, the parties agree that the Administration should retain the right to administer all school programs in accordance with the policies of the Board and the terms of this ensuing agreement; and

WHEREAS, the success of the Swan Valley School System education program is dependent upon the morale, knowledge, skill and creativity of teachers and administrators; and

WHEREAS, to obtain this goal it is imperative that there be understanding and cooperation between the teachers in the classroom, the Administration and the Board which is responsible for the operation of the school system; and

WHEREAS, the Association has been duly selected by a majority of teachers as exclusive representative of teachers for purposes of dealing with the Board on matters of teacher concern; and

WHEREAS, the law of the State of Michigan authorize collective bargaining for public employees and authorize public employers to enter into collective bargaining agreements with the representatives of their employees; and

WHEREAS, the parties desire to incorporate such an agreement and certain other matters into a written document and believe that such action is in the best interest of the community, children, school system, and teachers:

THEREFORE, the parties agree as follows:

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all teaching staff consisting of probationary and non-tenured teachers, media specialists, counselors, behavior interventionists, and social workers certified to teach or licensed to work in public schools in the State of Michigan. This excludes the superintendent, assistant superintendent, administrative assistant, principals, assistant principals and any other supervisory personnel as well as substitute and student teachers.

B. The terms "teacher" or "employee", singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.

ARTICLE II
TEACHERS RIGHTS

A. The teachers and the Association, as the exclusive bargaining representative of the teachers, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan statutes now or hereafter enacted. The Board shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Association agrees to represent equally all teachers without regard to membership or participation in, or association with the activities of the Association or any other teacher organization.

C. For the duration of this Agreement, the Board agrees not to negotiate with any teachers' organization other than the Association.

D. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no off-duty religious or political activities of any teacher or the lack thereof shall be grounds for any discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, except as provided by the Michigan Teachers' Tenure Act and as long as it is in conformance with the Michigan Education Association code of Ethics.

E. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the

Administrator responsible for the safekeeping of such file.

F. No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in his/her personnel file unless the Association member has been made aware of it. Complaints against the Association member shall be put in writing with names of the complainants and administrative action taken. The Association member may submit a written notation regarding any material including complaints and the same shall be attached to the file copy of the material in question. When an Association member is requested to sign material placed in the file, such signature shall mean awareness, not necessarily agreement.

ARTICLE III
BOARD RIGHTS

A. The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement.

B. Both parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by both parties as supplement to this agreement.

ARTICLE IV
NEGOTIATIONS

A. Not later than May 1st of the calendar year in which this Agreement is subject to reopening or expires, the Board agrees to begin negotiations with the Association concerning a successor Agreement, in accordance with procedures set forth herein. Any Agreement so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the Association.

B. When it is mutually agreed that negotiations referred to in Paragraph A between the Association and the Board shall take place during the school day, up to six (6) teachers so engaged shall be released from regular duties without loss of salary.

C. In the event the negotiations described in Paragraph A above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended from time to time, shall be followed when requested by either party.

D. In the event the contract is not settled prior to June 30th the year it will expire, teachers

will receive their steps and lanes and the continuance of insurance benefits up to the hard cap as indicated on the last salary schedule in the most recent contract. Retroactive pay will be negotiated as a part of the new contract.

ARTICLE V
NO STRIKE

During the term of this Agreement, the Association and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy and subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. Therefore, the Association agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, or other interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with any provisions of this Article shall be cause of whatever disciplinary action is deemed necessary by the Board.

ARTICLE VI
TEACHER EMPLOYMENT AND ASSIGNMENT

A. Teachers will be notified in writing of their tentative assignments for the coming year no later than June 15th, including the school to which they will be assigned.

B. If a change in assignment is going to take place, the Administration shall notify and attempt to consult with the teacher prior to making the change.

C. Teachers resigning should notify the Administration in writing at least sixty (60) days before September 1st of the ensuing school year. Exceptions to this date may be waived by mutual consent. All benefits will be continued up to September 1st.

D. Credit for experience outside the school system shall be given in accordance with the following guidelines: (No credit for substitute or student teachings.)

   The Swan Valley School District will give no more than three years of experience credit to a newly employed teacher, regardless of how many years of experience a teacher candidate has accumulated outside of the district. Exceptions, or credit for additional years, may be given by the SVSD Superintendent.

E. Each year of active military experience shall equal one (1) increment. Unless otherwise required by law, military increments will not exceed two (2) annual increments on the salary schedule. This provision applies only to those teachers whose teaching career was interrupted for military service while under contract in any school system.

F. All teachers with active military experience prior to entering the school system shall receive one-half (1/2) increment for each year of military service not to exceed one (1) increment in Salary Schedule upon presentation of Honorable Discharge.

ARTICLE VII
TRANSFERS

A. Although the Board and the Association recognize that frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance they also recognize that some transfers for administrative purposes will be necessary.

B. Assignment from one year to the next is the prerogative of the Administration. Transfers during the school year, whether voluntary or involuntary, shall be considered by the Administration and when possible, discussed with the teacher in advance of such transfer. Under no circumstances will a teacher's position be altered at the request of another teacher.

C. All teachers in the District are free to request a transfer for personal reasons. . The Board will make every effort to relocate teachers as per their request whenever it is possible.

D. Any teacher desiring transfer shall notify their building principal in writing sixty (60) days prior to the end of the school year. Transfer will become effective at the start of the new contract year, if granted.

ARTICLE VIII
TEACHER EVALUATIONS

A. The Teacher Evaluation Process Booklet is a document that is a joint effort of the Swan Valley School District Administration and the teaching faculty. The purpose is to formalize an understanding of the ever changing landscape of teacher evaluation in Michigan. This document is updated as the need arises and relies on current legislation. No changes to the teacher evaluation booklet can be made without both parties bargaining and ratifying the changes. The full Teacher Evaluation Process Booklet is located in Appendix E.

ARTICLE IX
VACANCIES AND PROMOTIONS

A. The Association recognizes the Board's exclusive authority to select and employ new professional personnel in the positions within the District and to provide for the filling of vacancies.

B. Whenever any vacancy in any professional position in the District shall occur, the Board shall publicize the same by posting appropriate notice. This posting should be released internally for five (5) days and follow up externally for at least five (5) days. If this vacancy occurs during the summer months, an appropriate written notice of (3) days by

e-mail shall be given to all qualified personnel.

C. Any teacher who is certified for the vacancy may apply for an open vacancy. The assignment decision will be a collaborative effort between the District and the SVEA. Effectiveness, as measured under the performance evaluation system, must be used as a factor for personnel decisions. Other relevant factors, including but not limited to, length of service in a grade level or subject area, disciplinary record for the three most recent years, and/or special training. Length of service may be used as a tiebreaker if two or more employees are equal in all other factors.

ARTICLE X
TEACHER REDUCTION

A. For teachers, as defined under section 1249, when conducting a staffing or program reduction or any other personnel determination resulting in the elimination of a position, effectiveness, as measured under the performance evaluation system, must be used as a factor for personnel decisions. Other relevant factors, including but not limited to, certification, length of service in a grade level or subject area, disciplinary record, and/or special training will also be considered. Length of service may be used as a tiebreaker if two or more employees are equal in all other factors.

ARTICLE XI
TEACHING CONDITIONS

A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and once each year the individual teacher will be provided forms on which he should requisition supplies and/or equipment for use during the ensuing school year; the Board will provide educational tools to the degree which finances permit and their relevance to the promotion of real learning experience for the children. The Board shall provide a tentative instructional budget by June 1 of the preceding year and a final instructional budget by November 15 of the current school year to each principal for their respective school, and the principal shall provide a budget for each elementary teacher and each secondary school department head.

B. The Board may enter into sub-contracting for vocational programs provided by organizations other than the parties of this Agreement. The Board shall further provide for Association involvement in addition or reduction of programs from planning through evaluation stages.

C. Whenever feasible, the Board shall make available in each school restroom and lavatory facilities exclusively for teachers' use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge. Provisions for such facilities will be made in all future buildings.

D. Teachers shall be informed of the process they must follow to report unavailability for work. Emergencies and/or extenuating circumstances will be taken into consideration. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher. When a teacher is absent from the classroom for the purpose of attending workshops or special meetings, a substitute will be placed in the classroom by the Administration.

E. When, in the judgement of the administrative officials authorized to make such decisions, hazardous weather conditions prevent the opening of school, teachers will not be required to report to work. Notice of closing will be given through local television stations and will be contacted through the district's internal automated system. If this should occur on a previously scheduled in-service day, the teachers may be requested to report.

F. Whenever the principal is absent from the building for more than 3 ½ hours of the teacher's workday, a pre-appointed acting principal will be in charge. The acting principal will be relieved of classroom duties. The Administration office will be contacted in case of an emergency and a decision rendered.

G. All teachers are expected to prepare lesson plans. They will be periodically evaluated by the principal. This evaluation and/or discussion of the lesson plans will be held in private. In the event of a disagreement between the principal and the classroom teacher as to the quality and adequacy of those lesson plans, the disagreement may be taken to the Superintendent. If the problem is not resolved at the Superintendent level, it will then be taken to the Board of Education whose decision would be final.

H. If an emergency (including weather related) occurs after the start of the school day, the teachers of that school shall be permitted to leave only after approval has been given by the principal. The principal may meet with the teachers a maximum of one (1) hour before they are excused.

I. The Board and the Association agree that it is not emotionally sound to attempt to conduct classes in a physically uncomfortable environment. The Board therefore, agrees to make every effort to maintain classroom temperature.

ARTICLE XII
TEACHING LOADS

A. The daily teaching load in the Middle School will not exceed six (6) teaching periods per day plus seminar. The daily teaching load in the Senior High School will not exceed five (5) teaching periods per day plus seminar. One (1) preparation period per day will be scheduled for the Middle and Senior High School teachers. In accordance with the agreement between the SVEA and the Board, if SVHS is operating under a trimester schedule, the daily teaching load for high school teachers will not exceed four (4) teaching periods per day each trimester. The only exception would be if a teacher volunteered to assume classroom teaching during their scheduled preparation time.

B. Secondary teachers will not be required to teach more than three (3) subjects nor more than a total of four (4) teaching preparations at any one time, with the exception of

secondary music.

C. Exceptions to the provisions of Section A and B above shall not be authorized without prior consultation with the Association Executive Board. A disagreement over whether an exception is justified will be subject to the Grievance Procedure.

D. In no case, will the hours of instruction be less than that required for accreditation standards.

ARTICLE XIII
PUPIL-TEACHER RATIO

A. Pupil-teacher ratio is an important aspect of an effective educational program. The parties therefore agree that the class size will be as follows:

1. All elementary special education students will be counted on the regular teacher's class size count.

2. Elementary Schools

Young 5's	20 to 1
Kindergarten	25 to 1
1st grade ~ 2nd grade	27 to 1
3rd grade ~ 5th grade	28 to 1
Split classes	24 to 1

3. All high school and middle school special ed co-teaching students will be counted on the regular teacher's class size count.

4. Middle School

6th, 7th, & 8th grade	28 to 1
Physical Education	38 to 1

5. High School

Social Studies, Business, Health	30 to 1
Science, Foreign Language, Math, Language Arts, Choir, Drama	28 to 1
Technology	26 to 1
Art	25 to 1
Home Economics, Office Practice, Drafting	24 to 1
Industrial Arts	20 to 1
Physical Education	38 to 1

*Chemistry and computers will be limited to the number of workstations, not exceeding the maximum listed above. Each student assigned to a computer course will have their own computer work station. If a class has 26 students, there will be 26 computer work stations.

6. Special Education

Class sizes will be determined by state guidelines without variations.

Departmentalization - max 12 where feasible.

Reopen contract for class size provisions only, if "inclusive education" become mandatory.

Special education teachers that are also teaching general education classes will have their caseloads prorated according to percent of the day that they are teaching special education courses.

B. Payment for Going Over Class Size or Special Education Caseload Limits

1.) Elementary
Teachers with contract overloads will be paid per student per hour per day based on 5 hours of student contact time.

Middle School & High School
Teachers will be paid per student over, per class, per hour, per day.

2.) Payment will be:
$1.25 per student over, per class, per hour, per day

3.) Middle School and High School special education caseload payment will be: $1.25 per student over per day. In addition, the special education teacher will receive three-five (3-5) hours of paid time at the community education rate for paper work for each overload on their caseload to be submitted with the regular marking period overloads.

~~3~~4.) Payment for overload will be calculated on a daily basis. Payment will be made at the end of each marking period per building.

ARTICLE XIV
TEACHING HOURS

A. Teachers shall not be required to report for more than two (2) professional development days prior to the beginning of classes. Teachers will not be required to report for work days prior to the school year or at the end of the school year. However, teachers must complete the required tasks provided by the building principal prior to the beginning of the school years and at the end of the school year.

B. In accordance with the agreement between the SVEA and the Board, if SVHS is operating under a trimester schedule, high school teachers will have 166 minutes of records day time on the second and third exam days after Trimesters I, II, and III.

C. All teachers will be required to be in their respective school buildings for a seven hour and twenty minute (7 hour and 20 minute) work day. All elementary teachers shall have a five and one half (5 1/2) hour teaching day. Scheduled starting and dismissal times for each building will be posted on the school bulletin board within five (5) working days after school opens each fall. All elementary grades will have two (2) recess periods per

day (total 24 minutes). Every effort will be made to avoid conflict with "specials" or State Certified District Personnel programs. The student day, defined as "bell to bell", at both elementary schools will be 6 hours and 55 minutes.

D. Teachers are expected to remain after normal teaching hours for the purpose of mutually arranged parent-teacher conferences.

E. Teachers must report outside of normal school hours, without additional compensation, for faculty meetings called by the school principals. It is agreed that forty-eight (48) hours written notice will be placed in the teachers' mailbox or electronic notification via email, staff bulletin or newsletter prior to each meeting and the number of meetings will not exceed two (2) one (1) hour meetings per month during the school year. It is agreed that twenty-four (24) hours written notice may be given on a Monday if an emergency has developed on the previous Friday. Preestablished dates may be set on the calendar (building) for the school year to allow the staff to plan ahead at the beginning of the school year.

F. Grades K-5 teachers shall receive an uninterrupted duty-free lunch period of not less than forty (40) minutes; and 6-8 teachers an uninterrupted duty-free lunch period of not less than 35 minutes; 9-12 teachers an uninterrupted duty-free lunch period of not less than 30 minutes.

G. Elementary teachers shall be provided preparation periods during the time in which their classes are scheduled for instruction in "specials" or State Certified District Personnel programs. There shall be no rescheduling due to any disruption of the original schedule. However, a daily schedule may be rearranged within a building only by mutual agreement of all teachers involved. Each regular elementary teacher will receive 225 minutes release time each normal five-day school week while students are provided instruction in the elementary "specials" program. Subject matter may vary but will be instructed by State Certified District Personnel.

H. Teachers have agreed to extend their contract time with the students by four (4) minutes per day in order to have four (4) one-half (1/2) day building inservice sessions for the purpose of school and teacher improvement issues. These days will be for building issues unless the District School Improvement Committee and the building School Improvement Committee representatives agree to another arrangement. In-service days will be decreased from 9 to 7 at all levels. The mid-winter elementary conference days will be eliminated.

ARTICLE XV
LEAVES

A. **SICK LEAVE** Sick leave is an insurance and any violation of sick leave policy will result in a hearing before a committee consisting of three (3) members of the Swan Valley Education Association and three (3) representatives of the Board of Education. The hearing may result in partial or total forfeiture of all sick leave privileges. Reinstatement of sick leave privileges must be approved by the committee.

1. Teachers shall be entitled to ten (10) sick-leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. The unused portion of such allowance shall accumulate to a maximum of one hundred eighty (180) days with one exception. The Board shall furnish a written statement setting forth a total of sick leave credit once per month.

2. Any teacher whose personal illness extends beyond the period covered by sick leave days will be granted a leave of absence without pay for a period of up to one (1) year. The granting of such leaves will in no way interrupt seniority. The request will be supported by a written physician's statement. At the Board's request and cost, the teacher may be required to obtain a supporting statement from the Board's physician.

3. The disabling aspects of pregnancy shall be treated the same as any other illness or disability.

4. The Superintendent or Assistant Superintendent, at their discretion, may request from any teacher where either excessive absenteeism, or a prolonged illness of the teacher or his children is involved, a statement from a licensed physician.

5. If a new teacher terminates service before the end of the first year of teaching, a deduction equal to the current rate for a substitute teacher will be made at the time the services terminate for all sick leave used in excess of one (1) day per month.

6. In addition to personal illness, injury, or temporary disability, provided said disability is certified by a licensed medical authority, sick leave may be utilized for the following purposes:

   (a) Two (2) days when an emergency illness or injury in his/her immediate family requires a teacher to make arrangements for necessary medical and nursing care.

   (b) A maximum of five (5) days per school year for a critical illness or death in the family and household. (Immediate family shall be interpreted throughout this contract as husband, wife, mother, father, brother, sister, children, grandparents or grandchildren of employee or spouse.) Critical illness shall be defined as requiring immediate medical attention.

   (c) A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the Michigan National Guard, provided such obligations cannot be fulfilled on days when school is not in session.

   (d) A maximum of three (3) days per school year may be used for the following reasons, provided permission for such leave is obtained from the Superintendent's office through the principal involved:

(1) The teacher may attend the funeral of any person.
(2) Emergencies, catastrophe, accident.
(3) Marriage or graduation of a member of immediate family and of the employee him/herself.
(4) Required court appearance involving no moral turpitude on the part of the employee.
(5) Child born to or adopted by an immediate family member.
(6) Immediate member of the family leaving for service.

(e) A maximum of five (5) days per school year may be used by the teacher in the event of illness of his/her children.

7. Sick days may be used to fulfill the requirements of adoption up to a maximum of fifteen (15) days.

B. **SICK LEAVE BANK** Retiring teachers would return 1/2 of their excess sick days to the sick bank, thus eliminating the new teachers from having to contribute their sick days. When the District-wide sick-leave bank is below ninety (90) days, each teacher of the bargaining unit will give one-half (1/2) of a sick day. Additions to the bank may be made as required at the beginning of each semester according to the preceding limitation. These days may be used in cases of personal illness, injury, or temporary disability, provided said disability is certified by a licensed medical authority, where a teacher has depleted his/her own sick leave. These days may be requested through completion of a sick-leave bank request. These forms are available through the building principal.

Sick Bank Purpose – To protect those that have not been working long enough to accumulate enough sick days to get to LTD.

Sick Bank Committee is made up of:
1. Three union representatives
2. Superintendent
3. Person appointed by the Superintendent (HR person)

This committee is responsible for the oversight of the Sick Bank
**Any member who wishes to borrow from the Sick Bank will contact any member of the Sick Bank Committee. The committee will make a decision within ten (10) working days.

C. **TEMPORARY LEAVES OF ABSENCE WITH PAY**

1. A maximum of four (4) days of full salary each year will be credited to each teacher for personal reasons. Application for personal leave will be made at least two (2) days prior to time required for such leave (except in the case of an emergency). If these days are not used, they shall be added to the teacher's accumulated sick leave. These days may not be used the day before or after a

holiday or vacation. Under rare and unusual circumstances, the Superintendent may make exceptions to the above limit; this decision is not grievable. The maximum number of teachers who may be out on the same day under this paragraph is six (6) teachers. No more than three (3) of these days may be used consecutively.

2. Where more than a total of the allowable days are used, a salary deduction will be taken.

3. The Board shall permit a person or persons designated by the Association to attend Association conferences. A maximum of ten (10) days total absence, without loss of pay, will be granted. Any unused days may accumulate to a maximum of fifteen (15) days. Only Association officers may attend to association business during the school year. The Association shall make such request one (1) week prior to the date of such conferences. Application for such Association business leave will be made at least one (1) week prior to time required for such leave (except in the case of an emergency). The Association shall pay the expenses incurred at the current daily substitute rate.

4. Teachers may not use personal days in conjunction with "days without pay". This restriction may be waived at the Superintendent's discretion.

D. **EXTENDED LEAVES OF ABSENCE**

1. Leaves of absence without pay may be granted for the following purposes: (Requests for extensions may be made annually, in writing, at least sixty (60) days prior to the ensuing school year.)

   (a) A leave of absence of up to one (1) year may be granted to any teacher upon application, for the purpose of engaging in study as a full-time student at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period.

   (b) Study to meet eligibility requirements for certification other than that held by the teacher.

   (c) A leave of absence of up to one (1) year may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries, foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities; or to serve as a consultant or director of a teacher center. Upon return from such a leave, a teacher shall be placed at the same position on the salary schedule as he/she would have had he/she taught

in the District during such period. No more than two (2) teachers may be granted such leave at any one time. The teacher must have completed at least five (5) consecutive full years of service in the Swan Valley School System.

2.

(a) A military leave of absence shall be granted according to General School Law and the federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) to any teacher inducted or who shall enlist for military duty in any branch of armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had she/he taught in the District during such period. Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended for a period of one (1) year. Application for such leave shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in a degree granting college or university.

(b) A leave of absence of one (1) year shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office with the exception of being a member of the Michigan Legislature. Upon return from such leave, a teacher must have teaching certification to return to his/her position or like position.

3. A leave of absence may be granted to any teacher for the purpose of child care. Said leave may commence upon request of the teacher. It is further provided that:

(a) The initial leave period may be for the duration of the semester when the leave was granted. It may be renewed for two (2) consecutive semesters.

(b) In the event of death of the object child of leave, the leave of absence may be terminated upon mutual agreement between the teacher and the Board.

(c) The granting of such leave will in no way interrupt seniority.

E. NON-CHARGEABLE DAYS WITH PAY

1. Time necessary to take the selective service examination not to exceed two (2) days.

2. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any proceedings not to exceed five (5) days.

3. It is the belief that attendance at conferences, workshops, conventions, and visitations to other professional competency and proficiency seminars enhance the educational program of the school district. Teachers shall be encouraged to participate in such meetings. Teachers will be required to apply, in writing, for leave to attend an aforementioned function at least ten (10) days prior to date of occurrence.

4. Non-chargeable days are not cumulative.

F. **SABBATICAL LEAVE**

With the approval of the Superintendent of Schools, sabbatical leave will be granted for study to a teacher by the Board, subject to the following conditions:

1. No more than one (1) teacher will be absent on sabbatical leave at any one time.

2. Request for sabbatical leave must be received by the Superintendent of Schools in writing in such forms as may be required by the Superintendent of Schools no later than March 1st of the school year preceding the school year for which the sabbatical leave is requested. Preference in granting such leaves will be given on the basis of length of service in the system. The Superintendent reserves the right to ascertain that the general program to be pursued or travel to be undertaken will be of benefit to the Swan Valley Public Schools. Upon return, a written report of study undertaken will be given to the Superintendent.

3. The teacher must have completed at least seven (7) consecutive full school years of service in the Swan Valley school system. Acceptance of sabbatical leave implies agreement to return to the Swan Valley school system following sabbatical leave for a minimum of two (2) school years. He/she shall return at the next step on the salary schedule.

4. A teacher on a sabbatical leave will be paid at one-half (1/2) of their annual base salary rate for a full year's leave. He/she shall receive full insurance and fringe benefits as provided for teachers by the Board of Education.

5. In the event the teacher shall fail to comply with the requirement in paragraph 2 above, he/she shall reimburse the Board for the amount paid as sabbatical leave.

G. A teacher may apply for a personal leave for up to one (1) year. If granted, no salary increment will be granted for such leave. If a teacher extends his/her leave beyond one (1) year, upon return, they will be assigned to the same position, if available; or if not, the nearest equivalent available position. The leave request must be made at least thirty (30) days in advance of the requested beginning date of the leave and state the date of return. Satisfactory evidence of physical and/or mental health shall be filed with the Board, upon request, before the teacher is returned to duty.

H. No benefits will accrue to a teacher during a leave of absence except as otherwise stated

herein. Upon return from leave, accumulated unused sick leave benefits, accumulated at the time the leave commenced, will be restored.

I. Teachers who are called to Jury Duty, and cannot obtain a release, shall receive the difference between the juror rate of pay and their regular salary.

ARTICLE XVI
TEACHER PROTECTION

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

B. Inclusive Education

1. The parties acknowledge that the policy of Least Restrictive Environment is legally mandated. They also recognize the extent to which any individual handicapped student should participate in regular education programs and services which must be appropriate to that student's unique needs as determined by an Individual Educational Planning Committee (IEPC) on an individual basis.

2. The building administrator or his designee will recommend the placement of an eligible student in the smallest available and appropriate regular education class except for good cause shown. The number of mainstreamed students per class shall be reviewed by the administrator or his designee periodically to determine if the numbers are fairly distributed among various classes. Excessive numbers in any particular class will be avoided.

3. Although it is agreed that the special needs student's participation and right to participate in regular education programs and services cannot be affected by this agreement, the Board agrees to consider how the handicapped student's placement will affect teachers and other students when determining the special needs student's placement.

4. A minimum of one regular education teacher and one special education teacher into whose classrooms a special needs student has been placed shall be formally invited to serve on the IEPC for that student. Said teachers will receive written and/or electronic notification at least 48 hours prior to the IEPC for that student. Other regular education teachers may request to be in attendance should they feel their presence is necessary. The Board shall provide release time for a teacher to attend an IEPC which is scheduled during the time the teacher is assigned to teach a class. Upon administrative approval, time shall be made available, as needed, for the regular classroom teacher to consult with the special education staff primarily responsible for the special needs students.

5. When determined by the IEPC, support personnel, curriculum materials,

equipment, other necessary resources, or consultant assistance relevant to the student's needs will be arranged for by the special education director as soon as possible. No teacher shall be required to administer prescription drugs or to undertake certain procedures such as custodial care, school health services, suctioning, catheterization or the like.

6. In the event that an aide has been assigned to assist in a classroom in which a special education student is assigned and the aide is unable to carry out assigned duties, a substitute will be provided. The purpose of an aide is to facilitate the integration of a student into the student's assigned classroom. Therefore, the aide's responsibility is to that student's teacher.

7. If any teacher has a reasonable basis to believe that a special needs student's needs are not being met, he/she shall meet with the special education director to review and/or recommend changes. This meeting must be held within 10 school days. The teacher may request an IEPC at any time to address special circumstances which may arise in working with such special needs children. Timelines will be followed in line with Federal and State laws.

C. Any case of assault upon a teacher shall be promptly reported to the board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to any assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

D. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student in accordance with school policy, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, providing the teacher acted in a reasonable manner.

E. If, as a result of an assault arising out of and in the course of his/her employment, a teacher is injured or suffers damages to or destruction of personal property, the Board of Education will reimburse the teacher for such costs.

F. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

G. Any teacher who is absent as a result of injury caused by an accident or assault arising out of and in the course of his/her employment will be paid his/her full salary (less the amount of any Worker's Compensation made for temporary disability due to said injury) provided this difference between said full salary and Worker's Compensation be deducted from the teacher's annual and accumulated sick leave until his portion of such fund is exhausted. When such fund is exhausted, Worker's Compensation Benefits only shall apply.

H. The Board agrees to furnish the teachers with accident report forms. These are to be filled out in duplicate by the teachers whenever a student is injured and turned in to the school office the same day the student is injured.

I. A teacher may exclude a pupil from class when the misbehavior disrupts the learning process. In such cases, the teacher will furnish the principal, as promptly as his/her employment obligations will allow, full particulars of the incident in writing. In no event will the report be given to the principal any later than the end of the school day on which the incident occurs. The pupil shall not be returned to the class until after consultation by the principal with the teacher.

J. The Board and the Association shall each appoint three (3) members to a discipline committee. The committee shall make recommendations to the Board of Education.

K. The use of the Internet/Intranet by bargaining unit members is governed by The Swan Valley School District Acceptable Use Policy.

L. All charges against a teacher shall be made in writing and signed by the administrator making the same.

M. No disciplinary document shall be added to an employee's personal file without prior notice to the employee.

ARTICLE XVII
GRIEVANCE PROCEDURE

A. **DEFINITIONS**

1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers arising from the language of this Agreement or an alleged breach thereof. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the unit described in Article I above will not constitute a grievance.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. "School days" shall mean days when school is in session for students during the academic year and days when the Central Office is open during the summer break period.

B. **PURPOSE**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given opportunity to be present at such adjustment.

C. **PROCEDURE**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement.

1. LEVEL ONE

(a) A teacher with a grievance will first discuss it with his principal or immediate superior within ten (10) school days after the teacher knew, or should have known, of the act or condition on which the grievance is based either directly or through the Association's School Representative, with the objective of resolving the matter informally.

2. LEVEL TWO

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Superintendent of Schools within ten (10) school days after the decision at Level One or twenty (20) school days after the grievance was presented, whichever is sooner.

(b) The Superintendent or his designee will represent the administration at this level of the Grievance Procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the aggrieved person in an effort to resolve it.

(c) If a teacher does not file a grievance within the time limits established herein, then the grievance will be considered as waived.

3. LEVEL THREE

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, he/she may file the grievance in writing with the Board of Education within ten (10) school days after a decision by the Superintendent, or twenty (20) school days after he/she has first met with the Superintendent, whichever is sooner. Within ten (10) school days after receiving the written grievance, a committee of the Board will meet with

the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the full Board.

4. LEVEL FOUR

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after he/she has first met with the Board Committee, he/she may, within ten (10) school days after a decision by the Board or fifteen (15) school days after he/she has first met with the Board Committee, whichever is sooner, request in writing that the Association submit his/her grievance may be appealed to MERC for State Appointed Mediation (non-binding) by sending such notice to the Superintendent of Schools within five (5) calendar days from the date of the full Board's Level 3 written decision.

5. LEVEL FIVE

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Four, he/she may, within ten (10) school days of the completion of Level Five Mediation Grievances which do not arise from the language of this Agreement, or an alleged breach thereof, may be processed through Level Three, but will not be arbitrable.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board Committee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a demand for arbitration shall be filed with the American Arbitration Association by the Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The Demand for Arbitration must be filed within ten (10) school days of the notice of submission.

(c) The arbitrator so selected will confer with representatives of the Board and the Association and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is in violation of the terms of this Agreement. Arbitration of grievances arising from the language of this Agreement or an alleged breach thereof will be final and binding.

(d) The costs for the services of the arbitration, including per diem expenses if any, and actual necessary travel and subsistence expenses, will be borne equally by

the Board and the Association.

D. RIGHTS OF TEACHERS TO REPRESENTATION

1. No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any School Representative, any member of the PR&P Committee, or any other participant in the Grievance Procedure by reason of such participation.

2. Any person in interest may be represented at all stages of the Grievance Procedure by a person of his own choosing, except he/she may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the Grievance Procedure.

E. MISCELLANEOUS

1. If, in the judgement of the Association, a grievance affects a group or class of teachers, the Association may submit such a grievance in writing to the Superintendent directly and the processing of such a grievance will be commenced at Level Two.

2. Decisions rendered at Levels One, Two, and Three of the Grievance Procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section C, paragraph 4 (c).

3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the Grievance Procedure.

4. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided, however, that nothing contained herein will deprive any teacher of any legal rights which he presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of the Article.

5. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.

6. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the Grievance Procedure.

ARTICLE XVIII
PROFESSIONAL COMPENSATION

A. The salaries of the teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. For extra work the teacher shall be entitled to appropriate additional professional compensation as set forth in Appendix B which is attached to and incorporated in this Agreement.

C. Any teacher who is authorized to use his or her own automobile in pursuance of assigned school duties shall be reimbursed at the rate established by the IRS. All claims for reimbursement shall be made only upon forms provided by the Board.

D. The Board shall pay the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions, as approved by the Board (through the Principal, Superintendent or designee). Meal allowances shall be set at a minimum, the IRS recommended "standard meal allowance" rate, but not to exceed $50.00 per day. The Board and the Association recognize the importance of professional improvement, however, attending workshops, seminars, conferences or other professional improvement sessions may be approved only if it is within the budgetary limitations of the District. For the duration of this agreement, approval of attending professional improvement sessions may be contingent upon the teachers' agreement to share in the cost. After that the parties agree there will be no shared cost unless the parties agree through bargaining. Application to attend a professional improvement activity should be made by completing and submitting the SVSD Conference/Workshop Request Form, sufficiently in advance (usually at least ten (10) days) to allow the proper planning. Persons attending conferences or workshops will submit a summary of conference highlights to the Superintendent or designee using the SVSD Professional Development Evaluation Form within two (2) weeks from the closing of the conference.

E. Any teacher who takes additional classes at the written request of the Board for possible curriculum expansion shall have the tuition paid for by the Board.

F. Each teacher attending Hartley Outdoor Education Center and staying overnight shall be granted an additional personal day for each night they stay. Personal time to be granted upon completion of the stay. Each teacher attending the Swan Valley Washington DC trip as an advisor and staying overnight shall be granted additional compensation for each day attended where school is not in session that is equivalent to the current substitute rate. The additional compensation will be granted upon completion of the stay.

G. APPROPRIATE ADDITIONAL COMPENSATION

The salary schedule is based upon a normal weekly teaching load, defined in Article XIII. For extra work other than defined in Appendix "B", the teacher shall be entitled to appropriate additional professional compensation, at his/her professional hourly rate as established in the

salary schedule. When attendance at activities other than staff or curriculum meetings not specified in Article XIII as part of the regular teaching duties is required, he/she shall be paid at his professional hourly rate as established in the salary schedule or at the following compensatory time rate.

When teachers are asked or scheduled by the administration to cover a class period or any portion of another class period, they shall be compensated at the established community education rate. Compensation shall be for a minimum of one (1) hour a class period for a full or partial time of coverage, this shall include covering during their prep time. Teachers may continue to volunteer to cover a class in an emergency situation as a professional courtesy without being compensated. All teachers shall retain the right to refuse to sub without repercussions.

ARTICLE XIX
GENERAL CONDITIONS

A. The Association shall have the right to use school building facilities for two (2) meetings per month. All other meetings, other than the above mentioned Association, shall be subject to the approval of the Board. Bulletin boards located in the teachers' facilities and other media of communication shall be made available at cost to the Association.

B. The use of the telephone by a teacher will not exceed five (5) minutes and will be limited to their non-teaching time during the day, except in the case of an emergency.

C. All teachers should attend meetings in their respective buildings (such as open house, parent- teacher council, science fair, achievement night, etc.)

D. Teachers will, at all times, abide by building rules and policies set up by the Administration. Each teacher shall be provided with a copy of such rules and policies by State Official Count Day.

E. Teachers will not be required to add anything to the student's permanent record other than grades, attendance, reading cards and signature. Teachers will be required to keep daily attendance.

F. Field Trips - One (1) per class if finances permit. Suggest fifty (50) miles as an average one way. Application to be made to the Building Principal at least two (2) weeks prior to the proposed trip. Trips would be approved on an equitable basis.

G. A school key shall be made available to all teachers on a signed request from the teacher to the building principal. Arrangements for returning the key shall be determined by mutual agreement between the principal and the teacher. Any abuse of this privilege by a teacher will result in that teacher no longer being granted the privilege.

H. Teachers shall not be required to collect money.

I. GRADE CHANGE
A grade may be changed if the teacher is informed and concurs in the change. If the

teacher is informed and does not concur, the grade cannot be changed unless the change is approved by a review panel. The review panel must be composed of the following members:

1. One principal
2. One board member
3. Superintendent or his or her designee
4. 3 teachers selected by the bargaining unit

The teacher involved and the student and his/her parent(s) or guardian(s) will be invited to attend the meeting of the grade change review panel. Teachers will attend at their own discretion. The teacher involved may appeal the review panel's decision to the board of education. The school board must comply with the Family Educational Rights and Privacy Act when considering an appeal and must review the reasons for changing the grade at a meeting of the board. The decision of the board of education is final. The pupil must be informed of a grade change.

ARTICLE XX
SCHOOL CALENDAR

Appendix D of this contract contains any calendars agreed upon prior to the signing of this contract. The district and the bargaining group agree to settle on a calendar for the following year no later than March 1st of the previous year. The start date is determined by the district.

SNOW DAYS

It is the intention of the Board of Education to have One Hundred Eighty (180) Student Session Days. In the event the law changes and the District is not required to make up "Act of God Days" to participate fully in State Aid we will revert back to not requiring teachers to make up "Act of God Days".

In the event that school is canceled due to an "Act of God" and the day is made up later, teachers shall only receive pay for the made-up days.

ARTICLE XXI
DURATION OF AGREEMENT

A. SEPARABILITY

If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provisions or specific applications shall be deemed null and void but all other provisions or applications shall continue in full force and effect.

B. WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any

subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the d and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

C. This contract shall be effective as of the date it was ratified by both parties and shall expire June 30, 2029.

ARTICLE XXII
FINANCIAL INFORMATION

Immediately prior to contract negotiations, the Board agrees to furnish the Association with reasonable information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information that will assist the Association in developing its proposals.

Salary and Benefits

For the 2026-27 school year, the salary schedule will be increased by 1.75% from the 2025-26 salary schedule. Continued movement on the salary schedule, including applicable step and lane advancements.

For the 2026-27 school year the following off scale compensation will also be provided:

- $1,500 for those with 15 or more years of service in SVSD on the SVEA/BOE Contract
  To recognize long-term commitment and service to our students and community, a one-time, off scale, additional compensation will be provided to staff members with 15 or more years of service under the SVEA contract in the Swan Valley School District. The additional compensation will be issued in two equal payments: one with the final payroll in December and one with the final payroll in June. The amount of the additional compensation is $1,500.
- $1,000 for those with less than 15 years of service to SVSD
  A one-time, off scale, additional compensation will be provided to staff members with less than 15 years of service under the SVEA contract in the Swan Valley School District. The additional compensation will be issued in two equal payments: one with the final payroll in December and one with the final payroll in June. The amount of the additional compensation is $1,000.

Continuation of current benefit structure. Should there be a change in legislation in regard to benefits the contract would be reopened (already in contract). The contract will be re-opened for the settlement of wages and benefits for 2027-28 and 2028-29.

TEACHERS SALARY SCHEDULE
2026-27

1.75%

Step	BA	MA/BA+30	MA+15	MA +30
1	43,594	45,338	47,151	49,037
2	45,120	46,924	48,801	50,754
3	46,699	48,567	50,510	52,530
4	48,333	50,267	52,277	54,368
5	50,025	52,026	54,108	56,272
6	51,775	53,847	56,001	58,241
7	53,588	55,732	57,961	60,280
8	55,464	57,682	59,990	62,389
9	57,405	59,701	62,089	64,573
10	59,701	62,089	64,573	67,156
11	62,089	64,573	67,156	69,842
12	64,573	67,156	69,842	72,635
13	67,156	69,842	72,635	75,541
14	69,842	72,635	75,541	78,562
15	71,399	74,192	77,098	80,119
16	71,814	74,607	77,513	80,534
17	72,229	75,022	77,928	80,949
18	72,644	75,437	78,343	81,364
19	73,060	75,853	78,759	81,780
20	74,097	76,890	79,796	82,817
21	74,513	77,306	80,212	83,233
22	74,928	77,721	80,627	83,648
23	75,343	78,136	81,042	84,063
24	75,758	78,551	81,457	84,478
25	76,796	79,589	82,495	85,516
26	77,211	80,004	82,910	85,931
27	77,626	80,419	83,325	86,346
28	78,041	80,834	83,740	86,761
29	78,456	81,249	84,155	87,176
30	78,872	81,665	84,571	87,591

APPENDIX A

1. In addition to the above salary schedule, the Board agrees to furnish to all teachers who contract to teach full days for the entire year, the following insurance protection for the full twelve (12) month period. Teachers who enter into a written contract to teach full days for part of the year or part days for the entire year shall receive pro-rated fringe benefits.

A. FOR EMPLOYEES NEEDING HEALTH INSURANCE

Pak A

MESSA ABC Plan 2 with HSA with minimum deductible amount as set by the IRS

Long Term Disability	66 2/3% $4,000 Maximum Pre-existing Condition Waiver 90 calendar days modified fill Alcoholism/drug addiction 2 years Mental/nervous same as any other illness
Delta Dental Plan	80/80/80: $1,500 annual max non-c.o.b 50/50/80: $1,500 annual max. c.o.b. 80: $1,500 lifetime max. orthodontics
Vision	VSP-3
Negotiated Life	$50,000 AD&D

The Board's contribution toward the health insurance premium shall be "capped" at the amounts set each year in accordance with Section 3 of the Publicly Funded Health Insurance Contribution Act (PFHICA) and any health insurance premium in excess of those amounts shall be paid by the teacher through payroll deduction. In the event legislation modifies the PFHICA, this section may be reopened for negotiations.

Teachers will be given the choice of the district fully funding their insurance deductible into their Health Savings Account for calendar year or not funding it at all. For those who choose the fully funded deductible, the funds will be deposited into their HSA account on the 1st paydate of January. Their choice will be put in writing and turned into the district office by a mutually agreed upon date prior to the end of the fiscal year.

FOR EMPLOYEES NOT NEEDING HEALTH INSURANCE

Pak B	
Long Term Disability	66 2/3% $4,000 Maximum Pre-existing Condition Waiver 90 calendar days modified fill Alcoholism/drug addiction 2 years Mental/nervous same as any other illness Social Security Freeze on offset
Delta Dental Plan	80/80/80: $1,500 annual max c.o.b 50/50/80: $1,500 annual max. c.o.b. 80: $1,500 lifetime max. orthodontics
Vision	VSP-3
Dependent Life	Spouse $2,000 Each eligible child $1,000
Negotiated Life	$50,000 AD & D

Those taking Pak B will receive the choice of one of the following:

- $220 per month placed into a 403(b) account with one of the vendors listed below in Item 2 as selected by the employee; **OR**
- A cash payment equivalent to $220/month paid out in June as a one time annual stipend (this cash payment is taxable income)

It will be the employee's responsibility to complete the appropriate paperwork to initiate the receipt of these funds either into a 403(b) account or as a cash payment. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect.

B. In the event of accidental death, the life insurance will double the specified amount. The program shall provide for optional life insurance in amounts up to one-half (1/2) of the subsidized maximum, which will be available without health questions at the established School District rates, at the employee's expense through payroll deduction.

2. The Board agrees to take payroll deductions for 403(b)/Salary Reduction Agreements for up to twenty (20) companies as selected by the association representatives. Payments will be paid to the 403(b) vendors each pay period. The teacher will not be contacted by the salespersons during school hours.

1. AXA-Equitable
2. G.L.P. & Associates
3. VOYA (formerly ING Aetna)
4. Franklin Templeton
5. Horace Mann Insurance/Horace Mann Retirement Advantage
6. VALIC (formerly AIG)
7. Fidelity
8. MEA Financial/Paradigm Equities (Empower)
9. 403b ASPIRE (Edward Jones)
10. PenServ (formerly Foresters Financial & First Investors Corp)

Additional 403(b)/Salary Reduction Agreement companies may be added if three (3) or more staff members initially participate (as computer space allows). Potential new vendors must contact the administration office to complete the appropriate steps to being approved as a new vendor by Swan Valley School as well as our third party administrator. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

An updated vendor list will be provided to the Association at least one time per school year. It will also be provided if a new vendor is added to the list.

3. The Board agrees to take payroll deductions for those teachers who are members of Credit Unions and/or make automatic deposits to banks as authorized by the teacher.

4. Salaries of all certified employees shall be in accordance with the salary schedule adopted annually by the Board and the Association. Any changes in salary shall be noted on salary contracts at the time of change. Salaries shall be determined in accordance with a salary schedule based on training and experience. If a salary schedule adjustment is made during the school year, any teacher who is unable to complete that school year, will receive an adjustment in proportion to that part of the school year that the teacher has taught. Any teacher teaching one-half (1/2) days for a full year or a full day one-half (1/2) year will receive one-half (1/2) increment on the salary schedule in the subsequent year. When a teacher earns a degree or earns sufficient semester hours to move from one salary schedule to another, adjustments on the salary shall take place at the beginning of the ensuing semester. To move to M.A. +15 or Education Specialist/M.A. +30 a teacher must take graduate level classes, undergraduate classes in the teachers' major or minor areas, or undergraduate classes toward certification with prior approval of the Superintendent. Full credit for teacher experience shall be given when adjustments are made. An official application for adjustments and a transcript of college credit must be filed with the Board prior to the semester for which the adjustment is desired.

5. All employees shall have the option of 21 or 26 pays. The 26 pays include an option for a lump sum payment in the 1st pay period after the last day of school. This will occur as long as state or federal law dictates.

6. M.A.+15 If hours taken are graduate hours or undergraduate hours approved by the Superintendent prior to receiving a M.A., a teacher must have credits equivalent to a B.S. +55 to be placed on the M.A.+15 pay scale. An exception would be teachers who received teaching endorsements prior to receiving a Masters Degree. These hours would count toward the M.A. +15 scale.

   M.A.+30 If hours taken are graduate hours or undergraduate hours approved by the Superintendent prior to receiving a M.A., a teacher must have credits equivalent to a B.S. +70 to be placed on the M.A.+30 pay scale. An exception would be teachers who received teaching endorsements prior to receiving a Masters Degree. These hours would count toward the M.A. +30 scale.

7. Teachers who are vocationally certified and teaching in an approved, subsidized program shall receive one (1) increment on the Salary Schedule.

8. If a teacher terminates his/her employment in the Swan Valley School District, he/she shall receive current sub rate per day for his/her unused sick leave up to a maximum of one hundred ten (110) days provided they have served the District for at least ten (10) years. If after receiving a payment under this provision, a former employee resumes employment with the Board and again becomes eligible for payment hereunder, payments previously made will be deducted from any subsequent payments to which he/she is entitled.

9. The Board agrees to take payroll deductions for city income tax for those teachers living in the city of Saginaw.

10. Three C.E.U.'s will equal one (1) semester hour of credit, twenty-five (25) SCECH's equal one (1) semester hour of credit towards the salary scale if fifty percent (50%) of the time comes after the teaching day.

11. Retirement as used in this article shall mean severance of active employment with the district and verification of an application from the teacher to the Michigan Public Schools Employees Retirement System for retirement benefits from said retirement system. A teacher who has acquired a minimum of ten (10) years of teaching service in the Swan Valley School District and has obtained _____ years of total teaching experience (according to ORS) may at his/her option retire providing the teacher submits a written resignation by the deadlines noted below. If a teacher will be retiring at the end of the 1st semester, he/she must submit his/her written resignation by October 1.

	Submit by Feb. 1 (or Oct. 1 if Sem 1)	Submit by April 1
30 years (educ exp)	$7500	$6500
25-29 years (educ exp)	$5000	$4000

The Article can be reopened by either party if school laws change which pertain to early retirement. The notice may be waived by mutual agreement.

APPENDIX B

1. In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following sums on a yearly basis. Note that the percentage represents the total stipend to be paid for each Appendix B position. Open Appendix B positions will be posted internally for 5 days. If not filled internally some may be posted externally.

HIGH SCHOOL ATHLETICS	APPENDIX B STIPEND
Baseball-Freshmen	5.5%
Baseball-Junior Varsity	7%
Baseball-Varsity	8.5%
Basketball-Freshmen Girls	7%**
Basketball-Freshmen Boys	7%
Basketball-Junior Varsity-Girls	7%
Basketball-Junior Varsity-Boys	7%
Basketball-Varsity – Girls	10%
Basketball-Varsity – Boys	10%
Bowling-Varsity Girls/Boys	4%
Cheer-Varsity Sideline Fall	4%
Cheer-Junior Varsity Sideline Fall	3%
Competitive Cheer 9-12 Winter	4%
Cross Country –Varsity Girls/Boys	7.5%
Football-Assistant Freshmen	6%**
Football-Assistant Junior Varsity	6%
Football-Assistant Varsity #1	7%
Football-Assistant Varsity #2	7%
Football-Freshmen	7%
Football-Junior Varsity	7%
Football-Varsity	10%
Golf-Junior Varsity Girls	4%**
Golf-Junior Varsity Boys	4%
Golf-Varsity Girls	6%
Golf-Varsity Boys	6%
Hockey-Varsity (self-funded)	6%
Pom-Pon-Varsity	3.5% Per season (FA/WI)
Soccer – Junior Varsity Girls	7%**
Soccer – Junior Varsity Boys	7%**
Soccer – Varsity Girls	8.5%
Soccer – Varsity Boys	8.5%
Softball - Varsity	8.5%
Softball-Junior Varsity	7%
Track – Assistant Varsity Girls and Boys	5.5%
Track - Varsity – Girls	7.5%
Track - Varsity – Boys	7.5%

Volleyball- Varsity Girls	10%
Volleyball- Varsity Boys (self-funded)	4%
Volleyball-Freshmen Girls	6%
Volleyball-Junior Varsity Girls	7%
Wrestling–Assistant Varsity	6% **
Wrestling-Varsity	9%
MIDDLE SCHOOL ATHLETICS	**APPENDIX B STIPEND**
Basketball –7th Grade Girls	5.5%
Basketball –7th Grade Boys	5.5%
Basketball –8th Grade Girls	5.5%
Basketball –8th Grade Boys	5.5%
Cross Country – Girls and Boys	5%
Track- Girls ~~and Boys~~	5%
Track- Boys	5%
Volleyball –7th Grade	5.5%
Volleyball –8th Grade	5.5%
6th/7th/8th Wrestling	5%
HIGH SCHOOL EXTRACURRICULAR	**APPENDIX B STIPEND**
Business Professionals of America (class assigned*)	3%
Class Advisor- 1 per 9th and 10th grade	2%
Class Advisor- 1 per 11th and 12th grade	3%
Choir Director	4%
Drama Director (Prior admin approval needed, class assigned*)	2% per performance
Instructional Technology Coach-High School	5%
TVC Academic Events/Competitions	$100 per content
Law Day Coordinator	$100
Music Director-High School (class assigned*)	6.5%
National Honor Society Advisor	1%
Quiz Bowl Advisor	1%
Student Government Advisor	3%
Students Against Destructive Decisions (SADD)	1%
Yearbook (class assigned*)	1%
Esports Advisor	2%**
Cadet Teacher Advisor (when class is not on HS schedule)	$60/student/trimester
Co-op/Work Experience Advisor (when class is not on HS schedule)	$100/student/trimester
Chief Science Officer Advisor (limited to number of students covered)	$60/student/year
Robotics	State Stipend or 3% (whichever is greater)
MIDDLE SCHOOL EXTRACURRICULAR	**APPENDIX B STIPEND**
Business Professionals of America	2%
Class Advisor-8th grade	2%
Instructional Technology Coach-Middle School	5%

Choir Director	4%
Drama Director (Prior admin approval needed, class assigned*)	1.5% per performance
Music Director-Middle School (class assigned*)	2.5%
National Junior Honor Society	1%
Student Council Advisor	2%
Yearbook Advisor	1%
Chief Science Officer Advisor (limited to number of students covered)	$60/student/year
Esports Advisor	2%
Robotics	State Stipend or 3% (whichever is greater)

ELEMENTARY EXTRACURRICULAR	**APPENDIX B STIPEND**
Drama Director	3%
Instructional Technology Coach-Elementary (1 per building)	5%
Music Director-Elementary (class assigned*)	3%
Safety Patrol Supervisor (1 per Havens)	2.5%
Student Council -Advisor (1 per Havens)	2%
Leadership Team Advisor (1 per Shields)	2%
Esports Advisor	1%
Robotics	State Stipend or 2%** (whichever is greater)

*Denotes that a teacher has an assigned course during the school day. This teacher may or may not be the Appendix B recipient.
** Stipend not available

- For positions listed as "not available", two representatives from the District and two representatives from the Association will meet to decide if the position is needed.
- Proposals for new Appendix B items shall be presented to the appropriate building level administrator. The Superintendent and the Board will meet to consider any new items. The decision of the Board will be communicated to the individuals who made the request as well as the Association. In the event a self-funded sport becomes district sponsored, the compensation may be re-evaluated.
- Athletic positions are renewed and Board approved annually.
- The percentages are figured on seven steps of the Bachelor's Degree scale starting with step 2, step 4, step 5, step 7, step 8, step 9, and step 10. First year coaches start on step 2 (two) of the salary schedule.
- Any newly added sports programs will be audited for Title IX compliance.
- Year Experience Equivalency - Coaches coming in with previous experience in that sport and level will be placed on the schedule at the discretion of the Superintendent

1. LUNCH DUTY
   Teachers will be allowed to eat their own lunch while on duty and the High School Administration will share work expectations. Those interested will be asked to email the High School Principal who will determine the schedule for this temporary position. Up to

two teachers (per lunch period) will receive $25 per lunch hour worked to be paid at the end of each trimester.

2. Middle School teachers who volunteer to assume an extra classroom teaching assignment instead of their scheduled preparation period will be reimbursed at the rate of one-sixth (1/6th) of their base pay.

   High School teachers who volunteer to assume an extra classroom teaching assignment instead of their scheduled preparation period will be reimbursed at the rate of one-fifth (1/5th) of their base pay. The pay will be prorated according to the number of trimesters they teach a class during their scheduled prep period during the school year.

3. Yearly passes for home hosted school activities will be issued for teachers. Teachers will be expected to assist the administration if necessary.

4. SUMMER TIME WORK
   The Board will pay a teacher the community education rate for each hour the teacher voluntarily works on curriculum or professional development outside of their regular teaching day or during the summer. The work must be done with the Curriculum Director or his/her designee.

5. MENTOR TEACHERS
   Teachers who volunteer to be Mentor Teachers shall receive payment of $500.00 per year. Every effort shall be made by the administration to assign only one (1) probationary teacher, the mentor teacher will receive $500.00 for each probationary teacher that they mentor.

APPENDIX C
SENIORITY

1. **SENIORITY:**

(a) A district-wide seniority list of bargaining unit members shall be established and agreed upon between the parties within thirty (30) days of the signing of this contract. A teacher's hire date shall be determined by the date and hour in which employment is offered by the administration. This will be verified by a letter from the Superintendent. The contract date which controls length of service shall be the earliest contract commencing a period of continuous employment, including authorized leaves, to the date of such reduction. A layoff is considered an authorized leave of absence. This will not change the present seniority list.

(b) The seniority of part-time teachers shall accrue at the same rate as full-time teachers.

(c) A teacher accepting a position within the school system, but outside the bargaining unit, shall have his/her teaching service frozen from the time he/she left the bargaining unit. Should the person return to the bargaining unit, he/she will again begin to accrue seniority.

2. Any vacancies which occur after the beginning of a semester will be filled at the discretion of the Superintendent.

3. After sixty (60) consecutive teaching days, teachers who have assumed regular teaching duties during a vacancy created after the beginning of the school year shall receive full salary and fringe benefits at that time.

APPENDIX D
CALENDARS

SWAN VALLEY SCHOOL DISTRICT
SCHOOL CALENDAR
2026-2027

Approved: 12/18/2025

M	T	W	TH	F	
AUGUST					
	18	19	20	21	
24	25	26	27	28	5
31					
SEPTEMBER					
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	20
28	29	30			
OCTOBER					
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	21
26	27	28	29	30	
NOVEMBER					
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	18
30					
DECEMBER					
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	14
28	29	30	31		

M	T	W	TH	F	
JANUARY					
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	19
FEBRUARY					
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
					18
MARCH					
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			19
APRIL					
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	20
MAY					
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
31					20
JUNE					
	1	2	3	4	
7	8				6

	NO SCHOOL
180	STUDENT DAYS
4	INSERVICE (full day)

Early release for students/staff full report day

184 teacher report days

SWAN VALLEY SCHOOL DISTRICT Approved: 07/16/2026

SCHOOL CALENDAR

2027-28

AUGUST

M	T	W	TH	F	
	17	18	19	20	
23	24	25	26	27	7
30	31				

SEPTEMBER

M	T	W	TH	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	20
27	28	29	30		

OCTOBER

M	T	W	TH	F	
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18	19	20	21	22	20
25	26	27	28	29	

NOVEMBER

M	T	W	TH	F	
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15	16	17	18	19	
22	23	24	25	26	19
29	30				

DECEMBER

M	T	W	TH	F	
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20	21	22	23	24	
27	28	29	30	31	

JANUARY

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17	18	19	20	21	
24	25	26	27	28	
31					20

FEBRUARY

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28	29				20

MARCH

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13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	18

APRIL

M	T	W	TH	F	
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
					19

MAY

M	T	W	TH	F	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			22

JUNE

M	T	W	TH	F	
			1	2	2

NO SCHOOL

180 STUDENT DAYS

4 INSERVICE (full day)

Early release for students/staff full report d 184 teacher report days

SWAN VALLEY SCHOOL DISTRICT Approved: 07/16/2026

SCHOOL CALENDAR

2028-29

AUGUST

M	T	W	TH	F	
	15	16	17	18	
21	22	23	24	25	9
28	29	30	31		

SEPTEMBER

M	T	W	TH	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	18
25	26	27	28	29	

OCTOBER

M	T	W	TH	F	
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16	17	18	19	20	
23	24	25	26	27	22
30	31				

NOVEMBER

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13	14	15	16	17	
20	21	22	23	24	19
27	28	29	30		

DECEMBER

M	T	W	TH	F	
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11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

JANUARY

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15	16	17	18	19	
22	23	24	25	26	
29	30	31			20

FEBRUARY

M	T	W	TH	F	
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12	13	14	15	16	
19	20	21	22	23	
26	27	28			19

MARCH

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12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	17

APRIL

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16	17	18	19	20	
23	24	25	26	27	
30					20

MAY

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	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		22

JUNE

M	T	W	TH	F	
				1	1

NO SCHOOL

180 STUDENT DAYS

4 INSERVICE (full day)

Early release for students/staff full report 184 teacher report days

APPENDIX E
TEACHER EVALUATION PROCESS

Swan Valley School District Mission Statement

Swan Valley School District is dedicated to actively involving students and adults in achieving their maximum potential by providing focused, high quality programs which prepare them to be self-sufficient citizens, promoting our district as a community resource, and building partnerships with business, service groups, and residents of the community.

Swan Valley School District Belief Statements

Members of the Swan Valley Schools community believe:

1. "Putting Kids First" is essential in all decision-making processes.
2. High student achievement and improved student academic outcomes are the basis for our continuous school improvement efforts.
3. A safe school environment enhances student development and risk-taking.
4. A high performing staff plays an important role in the growth and development of every child in the Swan Valley Schools.
5. Effective communication and shared goals are vital across our educational system.
6. Fiscal responsibility is essential to maintaining a healthy organization.

2011-12 Committee Members

Dave Moore (Superintendent)
Shelly DuRussel (SVHS Asst. Principal)
Dave Essmann (Havens Principal)
Heidi Erlenbeck (SVHS Teacher)
Rob Garcia (SVMS Teacher)
Julie Mader (Havens Teacher)
Mat McRae (SVHS Principal)
Craig Blower (SVMS Principal)
Shelly DuCharme (Shields Principal)
Shelly Foy (SVMS Teacher)
Kathy York (Shields Teacher)

2017-2018 & 2018-19 Revision Committee Members

Mat McRae (Supt.)
Craig Blower (SVHS Principal)
Wendy Bridges (SVHS Asst. Principal)
Heidi Erlenbeck (SVHS Teacher)
JoAnn Schneider (SVHS Teacher)
Shelly DuCharme (SVMS Principal)
Matt McLaren (SVMS Teacher)
Leland Jennings (Shields Principal)
Laura Trombley (Havens Teacher)
Tara Deline (Shields Teacher)
Shelly DuRussel (Havens Principal)
Julie Mader (Havens Teacher)
Sara Meatte (Shields Teacher)
Shelly Hanson (Adult/Alt/CE Director)

2020-21 Revision Committee Members

Mat McRae (Supt.)
Markus Muennix (SVHS Principal)
Ken Olinger (SVHS Asst. Principal)
Heidi Erlenbeck (SVHS Teacher)
Kathi Halvin (SVHS Teacher)
Craig Blower (SVMS Principal)
Matt McLaren (SVMS Teacher)
Leland Jennings (Shields Principal)
(Havens Teacher)
Tara Deline (Shields Teacher)
Shelly DuRussel (Havens Principal)
Julie Mader (Havens Teacher)
(Shields Teacher)
Shelly Hanson (Adult/Alt/CE Director)

2022-23 Revision Committee Members

Mat McRae (Supt.)
Alison Cicinelli (Dir. C, I & A)
Shelly Hanson (Adult/Alt/CE Director)
Markus Muennix (SVHS Principal)
Ken Olinger (SVHS Asst. Principal)
Heidi Erlenbeck (SVHS Teacher)
Craig Blower (SVMS Principal)
Matt McLaren (SVMS Teacher)
Heather Quellet (SVMS Teacher)
Leland Jennings (Shields Principal)
Tara Deline (Shields Teacher)
Jennifer Johnson (Shields Teacher)
Shelly DuRussel (Havens Principal)
Sarah Demand (Havens Principal)
Julie Mader (Havens Teacher)

2023-24 Revision Committee Members

Mat McRae (Supt.)
Alison Cicinelli (Asst. Supt.)
Shelly Hanson (Adult/Alt/CE Director)
Sarah Atkins (SVHS Principal)
Robert LaRocque (SVHS Asst Principal)
Heidi Erlenbeck (SVHS Teacher)
Torie Ray (SVHS Teacher) Coffel Proxy
Craig Blower (SVMS Principal)
Matt McLaren (SVMS Teacher)
Alex Daly (SVMS Teacher)
Leland Jennings (Shields Principal)
Tara Deline (Shields Teacher)
Jennifer Johnson (Shields Teacher)
Sara Meatte (Shields Teacher)
Shelly DuRussel (Havens Principal)
Beth Pufahl (Havens Teacher)
Lauren Zetterholm (Havens Teacher)
Allyson Weiss (SVMS Teacher)

Purpose

This document is a joint effort of the Swan Valley School District Administration and the teaching faculty. According to Section 380.1248 and 380.1249 below, this does not apply to non-teaching faculty who may be covered under the Master Agreement (ie. media specialists, counselors, behavior interventionists, social workers.) The purpose is to formalize an understanding of the ever changing landscape of teacher evaluation in Michigan. This document is updated as the need arises and relies on current legislation which can be accessed at the following links:

- Public Act 224 of 2023
- Public Act 225 of 2023
- Revised School Code sec. 380.1248
- Revised School Code sec. 380.1249
- Revised School Code sec. 380.1249a
- Teacher Tenure Act
- MDE Guidance
- MDE FAQ

The current evaluation tool being used is based on the work of Charlotte Danielson's *Enhancing Professional Practice: A Framework for Teaching 2013.*

Evaluation Ratings

Ratings are effective, developing, or needing support. Evaluations must be done in writing. If not, teacher is deemed effective.

First Year Teachers

IDPs and Mid-Year Progress Report are required for first year probationary teachers or a teacher who receives a rating of developing or needing support. Mid-Year Progress Reports must be aligned with IDP and include specific performance goals. The IDP must be developed in consultation with the teachers and the evaluation must include an assessment of the teacher's progress toward IDP Goals.

Tenure Teachers Rated Needing Support

First Year

1. Mentor assigned by district

2. *IDP with Mid Year Progress Report put in place
3. Teacher may:
    a. May request in writing a review of evaluation and rating by Superintendent within 30 calendar days
    b. Written response by Superintendent within 30 calendar days
    c. Teacher or union may request mediation within 30 days if not satisfied
    d. Written response by Superintendent that mediation will be scheduled within 15 calendar days
    e. Remediation will be scheduled as appropriate

Second Year

1. Mentor assigned by district
2. IDP with Mid Year Progress Report put in place
3. Notice to parents sent (once review process is complete)
4. If the teacher receives two consecutive ratings of needs support, teacher may use grievance procedure, teacher may request binding arbitration

Unevaluated:

Teacher is not assigned and evaluation and is "unevaluated" if one of the following occurs:

1. Teacher worked less than 60 days in that school year
2. Teacher's evaluation vacated through grievance procedure
3. District and teacher agree due to extenuating circumstances

Non-evaluated teachers may be "moved forward" on the evaluation cycle the following year for documented deficiencies in the previous year that were not resolved.

If a teacher is rated as "ineffective" or "needing support" on 3 consecutive annual year end evaluations, shall be dismissed.

Observation Process

Pre-Observation

Evaluator will review the teacher's lesson plan, curriculum standard, and pupil engagement in the lesson.

- Met through teacher's completion of pre-observation form for scheduled observations

During Observation

Evaluator will review pupil engagement in the lesson and other indicators in Domains 2 and 3 in Danielson. Observation must not be less than 15 minutes, but does not need to be for an entire class period. The Frontline Platform can timestamp observation notes.

Post-Observation

Evaluator will discuss lesson plan/curriculum standard and student engagement with the teacher in a post observation meeting. Within (law says 30 calendar days) 10 school days after each observation, the teacher will be provided with written feedback. Feedback will be provided in the Frontline Platform.

- A post observation meeting is required. Written notes will be added by the evaluator to the comments section.
- The teacher also has the option to add narrative to the comments section prior to finalizing the observation in Frontline.

There must be at least two classroom observations of a teacher in a school year and one may be unscheduled.

Timeline for Completion of Evaluation Components

All Plan I Teachers will be evaluated annually and approximately one-third of the remaining staff (Plan III) on a three-year cycle. The initial cycle (beginning 2024-25) will be determined through building administration collaboration with building SVEA representatives.

	COMPONENT	PLAN I	PLAN II	PLAN III	PLAN IV
		First four years (2 years if tenured elsewhere)	**Developing or Needing Support**	**Tenured Effective**	**Non evaluated tenured and effective teachers**
A	**MENTOR TEACHER ASSIGNED****	Within 1 week of commencing teaching duties	Within 1 week of commencing teaching duties	N/A	
B	**IDP GOAL FORM OR IDP Improvement Plan Goal Form and First year teachers and Plan II teachers must have Mid Year & End of Year Progress Report on IDP Goals** (submitted)	(For first year at SVSD only) IDP 1st Friday in October MYPR Jan 31st	IDP 1st Friday in October MYPR Jan 31s	N/A	
C	**STUDENT GROWTH PLAN** (submitted)	1st Friday in October **1 required form** (Meeting no later than Nov. 1)	1st Friday in October **1 required form** (Meeting no later than Nov. 1)	1st Friday in October **1 required form** (Meeting no later than Nov. 1)	
D	**TEACHER SELF EVALUATION** (ongoing-1st date represents a "start" with self-ratings for components completed, 2nd is deadline for any and all comments and ratings)	1st Friday in October-MUST be revisited midyear (1st year) 2nd Friday of April	1st Friday in October-MUST be revisited midyear 2nd Friday of April	1st Friday in October-MUST be revisited midyear 2nd Friday of April	
E	**TEACHER PRE-OBSERVATION CONFERENCE FORM** (applies to formal prearranged observations only-section 1b required, others optional)	Provided to evaluator one day prior to observation (in the event an administrator reschedules, the pre-observation form does not need to be redone)	Provided to evaluator one day prior to observation (in the event an administrator reschedules, the pre-observation form does not need to be redone)	Provided to evaluator one day prior to observation (in the event an administrator reschedules, the pre-observation form does not need to be redone)	
F	**TEACHER OBSERVATION** (NOTE: Evaluators may do more without unfair or capricious intent). If teacher is shared between buildings, they may have 2 observers.	1Formal (Scheduled) - Pre Ob Form required 1 Formal (Unscheduled) - Pre Ob NOT required 3 Walkthrough (Scheduled)	1Formal (Scheduled) -Pre Ob Form required 1 Formal (Unscheduled) 3 Walkthrough (Scheduled)	1 Formal (Scheduled) -Pre Ob Form required 1 Walkthrough (Scheduled) 1 Walkthrough (Unscheduled)	
G	Scheduled "formal" observations must be set a minimum of one week in advance of the observation. For scheduled "walk through" observations, the teacher must be given 24 hours notice (subject to reschedule).				
H	**YEAR END STUDENT GROWTH DATA (submitted) No later than..**	2nd Friday in May	2nd Friday in May	2nd Friday in May	
I	**ANNUAL YEAR-END EVALUATION No later than...**	10 calendar days after "H" (Meeting to review prior to year-end)	10 calendar days after "H" (Meeting to review prior to year-end)	10 calendar days after "H" (Meeting to review prior to year-end)	

TBD: Specific dates for the prearranged observation and pre-observation form are decided by mutual agreement between the teacher and administrator. ** Please refer to "mentor guidelines" for more information.

SELF EVALUATION REPORTING

Teachers should rate themselves for all components in Domains 1 & 4. It is recommended that examples are provided in some areas, at teacher discretion, to support your rating. The completion of ratings and examples in Domains 2 and 3 are at the discretion of the teacher.

STUDENT GROWTH REPORTING

20% of teacher year end evaluations will be based on student growth. The student growth measurement and assessments used will be decided at the building level between the Administration and the SVEA.

- Self contained elementary report on 100% of students over 2 semesters / trimesters
- Special ed elementary teachers report on 100% of their caseload over 2 semesters / trimesters
- Non self contained classes report on 1 section or homeroom over 2 semesters/ trimesters

New form here: https://docs.google.com/document/d/1cN4BfUNyOKRyVZbA1r-8ZJnAM5kJZ7s-iP8r661Z03A/edit

MENTOR GUIDELINES

The purpose of the Swan Valley School District mentoring program is to facilitate the integration of new staff into the Swan Valley family or support staff who are rated less than effective. Mentoring is designed to assist a teacher transitioning into their educational career through the support of instructional practices, planning and preparation, the creation of a positive classroom environment, meeting their professional responsibilities and demonstrating student academic achievement.

Definitions:

Mentor: A teacher who is providing guidance to a non-tenured teacher, a teacher who is rated as developing, or a teacher rated as needing support.. A mentor teacher will be a current Swan Valley teacher, a retired Swan Valley professional staff member or other personnel as per the Revised School Code. The mentor has voluntarily accepted this assignment. Assignments shall be on an annual basis.

Probationary Teacher: A teacher who has not yet achieved tenure. Typically this teacher is in their first 3 to 5 years of teaching.

Teacher Rated as Developing or Needing Support: A teacher who is rated as developing, or a teacher rated as needing support based on the teacher effectiveness ratings.

Mentee: A teacher receiving the guidance of a mentor teacher because they have not yet achieved tenure or are tenured but have been rated as ineffective or minimally effective on the previous Annual Year End Performance Evaluation

Mentor Assignment:

0. Mentor assignments will be made within one week of commencing the mentees teaching duties.
1. Every attempt will be made to assign mentors at the grade level and/or subject area of the mentee.
2. Probationary teacher will be assigned a mentor during the first three (3) years of teaching. At the discretion of the administration, a mentor may be provided in year four and/or year five of the probationary years. The administrator will notify the probationary teacher during their Annual Year End Evaluation of the assignment of a mentor past the third year.
3. If a probationary teacher has received tenure in another district, they will have a two (2) year probationary period. A teacher who is rated as minimally effective or ineffective shall be assigned a mentor for their second year in the Swan Valley School District.

Duties of a Mentor:

1. Meet periodically with the probationary teacher.
2. Provide professional support, instruction, and guidance to the mentee.
3. Demonstrate effective instructional practices.
4. Assist in the professional growth through visitations, general impressions in talking with the mentee.
5. Assist in the educational programming including curriculum, organizational skills, classroom organization and management skills, diagnosing learner needs and differences, assessing student progress and school culture, state mandates/requirements, school policies, and philosophies.
6. Keep a written record of meetings. The written record may be submitted upon request of the administrator.

Other

- A mentor/mentee may request that he/she be released from his/her mentor/mentee relationship. This release may be made at the discretion of the administration.
- Resources for the mentor/mentee
  2. Mentoring programs and documents: https://www.michigan.gov/mde/services/ed-serv/educator-retention-supports/mentoring-and-induction-supports

Compensation:

D. Mentor teachers shall receive a stipend of $500 per year, per mentee.
E. The mentor teacher will receive the payment through payroll at the end of the school year.
F. A teacher who is assigned to more than one building will be assigned a mentor at the building where they are assigned the majority of their teaching duties.

Teacher Evaluation Instrument and Software Information

The Swan Valley School District uses Charlotte Danielson's ***2022 The Framework for Teaching Evaluation Instrument***. "*The Framework for Teaching is a research-based set of components of instruction, aligned to the INTASC standards, and grounded in a constructivist view of learning and teaching. The complex activity of teaching is divided into 22 components (and 76 smaller elements) clustered into four domains of teaching responsibility* (Danielson Group website)." In alignment with Michigan Law, student growth will be worth 20% of the teacher evaluation; the remaining 80% will be divided up evenly over the other four domains in the Danielson Framework. The full rubric for the evaluation can be viewed within the evaluation software.
NOTE: Danielson's rubric ratings are different from Michigan Department of Education ratings for teacher effectiveness. Therefore, the following is presumed:

Danielson (Tool)	**Frontline Platform (Reported to MDE)**
Distinguished	Effective (70-100)
Proficient	Effective (70-100)
Basic	Developing (60-69)
Unsatisfactory	Needing Support (0-59)

Evaluators (principals) will participate in teacher evaluation training every three years. The training will include the following topics:

1. Evaluation Criteria
2. Expectations (key behaviors/practices of effective teaching)
3. Evaluation Process (Conducting classroom observations, collect data, and analyze results)
4. "Calibration" Exercises
5. Ongoing Support (feedback and coaching)

The Danielson Framework for Teaching utilizing *The Danielson Group* online learning platform resulting in certification. More information can be found at the following website: *The Danielson Group.*

The software approved for dissemination of the instrument is ***Frontline's Oasys-My Learning*** Plan software. There are several forms that the district uses during the evaluation process. Teachers and administrators will have online access to all of these forms.

ARTICLE XXII
TERMINATION

This Agreement shall become effective upon ratification by a majority of the Board and the membership of the Association and shall continue in effect through 30th day of June 2029 at which time it will terminate. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Prior to the expiration of this Agreement the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board as provided in Article IV, Section A.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representative as of **July 16, 2026.**

BOARD OF EDUCATION OF SWAN VALLEY SCHOOL DISTRICT

SWAN VALLEY EDUCATION ASSOCIATION