

8/15/99

3987

Master Agreement

Between

**Swan Valley
Board of Education**

and

**Swan Valley
Education Association**

Swan Valley School District
8380 O'Hern Rd.
Saginaw, MI 48609-5199

1996 ~ 1999

Swan Valley School District

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THIS AGREEMENT, entered into this ___August 21, 1996___, 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 non-supervisory personnel of the Swan Valley Board of Education certified to teach in public schools in the State of Michigan, excluding the superintendent, assistant superintendent, administrative assistant, principals, assistant principals and any other supervisory personnel.
- 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, 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. Membership in the Association or payment of a service fee equal to Association dues (including NEA, MEA and SVEA) shall be required as a condition 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 discipline or 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, any teacher 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.

ARTICLE V NO STRIKE

During the term of this Agreement, the Association and the Board recognized 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 DUES CHECK OFF

- A. Any teacher in the District may sign and deliver to the Board of Education an assignment authorizing deduction of membership dues in the Association, including the NEA and MEA, or service fee. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-twentieth (1/20th) of such dues from the salary check for 20 pays, commencing in September. Deductions for teachers employed after commencement of the school year shall be appropriately pro-rated to complete payments by the following June.
- B. With respect to all sums deducted by the Board pursuant to authorization of the employees for membership dues, the Board agrees promptly to remit to the Association that portion allocated to the Association and to remit the balance for both the NEA and MEA, to the Michigan Education Association, 1216 Kendale Boulevard, BOX 673, East Lansing, Michigan, 48823, accompanied by an alphabetical list of teachers for whom such deductions have been made and indicating any changes in personnel from the list previously furnished. The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.
- C. The Association shall indemnify the Board and hold it harmless against any loss or claims for damages resulting from the payment to the Association of any sums deducted under this Article and, in the event any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Association shall intervene and defend such action or claim. All decisions relative to matters covered under this paragraph shall be joint decisions between the Association and the Board of Education.
- D. When an employee does not have sufficient money due him, after deductions have been made for Social Security, Insurance, Garnishments etc. or any other deductions authorized by the employee or required by law, dues referred to in Section A for that month will be collected by the Association directly from the employee.

**ARTICLE VII
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. The Administration will also review the transfer request file prior to making an involuntary transfer. If a change in assignment is to be made after August 1st, the Administration shall consult with the Association.
- 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 schedule: (No credit for substitute or student teachings.)

<u>Years of Experience</u>	<u>Years of Credit</u>
0 - 2	1
3 - 4	2
5 - 6	3
7 - 8	4
9 or more years	5

- E. Each year of active military experience shall equal one (1) increment. 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 the Salary Schedule upon presentation of Honorable Discharge.
- G. The Board agrees that it will not employ teachers holding less than a Provisional, Permanent Continuing or Professional Certificate. The Board will not employ full-time teachers holding less than a Bachelor's Degree unless the teacher is hired to teach in a vocational area and is so certificated.

**ARTICLE VIII
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. Unrequested transfers shall be made only for good causes.
- 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 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 in every school building for at least ten (10) working days. If this vacancy occurs during the summer months, an appropriate written notice shall be given to all qualified personnel. Any vacancies occurring during the year shall be considered reopened at the end of that year and shall be subject to the same rules which apply to an end of the year vacancy.
- C. Any teacher may apply for such vacancy. In filling such vacancy the Board agrees to give due weight to the professional qualifications, background, attainments and other relevant factors of all applicants from within the school district, as well as applicants from outside the school district. The decision of the Board as to the filling of such vacancies shall, however, be final.

ARTICLE X TEACHING CONDITIONS

- A. The Board recognizes that appropriate texts, library references 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 May 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. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they must call the previous evening between 9:30 p.m. and 10:30 p.m. or between 6:00 a.m. and 7:00 a.m. to report unavailability for work that day. 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 radio stations at the earliest possible time. On such days teachers are requested to tune into local stations. If this should occur on a previously scheduled in-service day, the teachers may be requested to report.
- F. The Board shall provide gym uniforms for physical education teachers, and shop coats for vocational and industrial education teachers. Proper laundering service for all aforesaid items shall be provided without charge to the teacher. Teachers shall be required to wear the above-mentioned clothing provided by the Administration.
- G. Whenever the principal is absent from the building for more than 3 1/2 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.
- H. All teachers are expected to prepare lesson plans. They may 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 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.
- I. If an emergency 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.
- J. 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 XI
TEACHING LOADS**

- A. The daily teaching load in the Middle School will not exceed six (6) teaching periods per day plus homeroom. The daily teaching load in the Senior High School will not exceed five (5) teaching periods per day plus homeroom. One (1) preparation period per day will be scheduled for the Middle and Senior High School teachers.
- 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. Secondary teachers will not be required to supervise more than one (1) study hall per semester.
- D. Exceptions to the provisions of Section A, B, and C, 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.
- E. In no case will the hours of instruction be less than that required for accreditation standards.
- F. The teaching staff agrees to cooperate with the school district to become accredited by North Central Accreditation Agency. Staff members will make themselves available on a voluntary basis to help achieve this goal.

ARTICLE XII

- 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

Kindergarten ~ 2nd grade	27 to 1
Transition room	18 to 1
Young 5's	20 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 grade | 27 to 1 |
| 7th & 8th grade | two classes may be at
27 to 1 and the others must
be at 25 to 1 |
| Physical Education | 38 to 1 |

5. High School
- | | |
|--|---------|
| Social Studies, Business, Health | 30 to 1 |
| Biology, Physics, Chemistry,
Foreign Language, Speech,
Math, English | 28 to 1 |
| Computers | 26 to 1 |
| Art, Integrated Math | 25 to 1 |
| Home Economics, Office
Practice, Drafting | 24 to 1 |
| Industrial Arts | 20 to 1 |
| Physical Education | 38 to 1 |
| Principals of Technology | 20 to 1 |

6. Special Education
Class sizes will be determined by state guidelines without variations.
Departmentalization - max 10 where feasible.

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

B. Payment for Going Over Class Size 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

Teacher will be paid per student over, per class, per hour, per day.

- 2.) Payment will be:
\$1.50 per student over, per class, per hour, per day
- 3.) Payment for overload will be calculated on a daily basis. Payment will be made at the end of each marking period per building.

ARTICLE XIII TEACHING HOURS

- A. Teachers shall not be required to report more than two (2) working days prior to the beginning of classes. Teachers shall not be required to remain more than one (1) day after classes end.
- B. There shall be one (1) uninterrupted work day (except for emergency communications) with no faculty meeting set aside between semesters and one (1) uninterrupted work day at the close of the school year as Record Day for teachers. There shall be one and one-half (1 1/2) uninterrupted work days with no faculty meeting set aside during the pre-school conference week and one-half (1/2) day for faculty meetings.
- C. All teachers will be required to be in their respective school buildings for a seven (7) hour 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 physical education, music, and media instruction or State Certified District Personnel programs. The student day at both elementary schools will be 6 hours and 40 minutes.
- D. Teachers are expected to remain after normal teaching hours for the purpose of mutually arranged parent-teacher conferences.
- E. Teacher must remain after 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 prior to each meeting and that the number of meetings will not exceed eighteen (18) meetings of one and one-half (1 1/2) hours duration 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. Prestablished 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 grades 6-12 teachers shall receive an uninterrupted duty-free lunch period of not less than thirty (30) minutes.
- G. Elementary teachers shall be provided preparation periods during the time in which their classes are scheduled for instruction in physical education, music, media, 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 60 minutes release time while students are given music instruction, 60 minutes for Physical Education, and 60 minutes for Media instruction or other State Certified District Personnel programs per week.

- 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 XIV 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. Association members currently in excess of 180 days will not lose their sick days or accumulate more than their present number of days. 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 shall terminate service before the end of the first year of teaching, a deduction equal to 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 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** When the District wide sick-leave bank is below ninety (90) days each teacher of the bargaining unit will give one-half (1/2) sick day. Additions to the bank may be made as required at the beginning of each semester according to the preceding limitation. (Each new teacher will be assessed one (1) full day at the beginning of the first contract year.) 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 own sick leave. These days may be requested through completion of a sick-leave bank request. These forms are available through the building principal.

A committee made up on one (1) Administrator (Superintendent or designee) and two (2) teachers (one elementary, one secondary) with the proviso that the building principal involved may be requested to be present as a source for information relative to the case under consideration. The committee shall decide if any days or how many days will be granted that teacher. Any decision must be a two-thirds (2/3) vote with a quorum present for action. A written note from a physician, upon request, shall also be presented with the teacher's request. Any days remaining in the sick leave bank at the end of the school year will be carried over into the succeeding school year.

1. Teachers will be eligible to apply for withdrawal of sick leave days from the bank when they have sustained a disability and after the expiration of the teacher's accumulated sick leave.
2. The maximum withdrawal for a single disability shall not exceed sixty-five (65) days minus the number of sick days a teacher has accumulated.

C. TEMPORARY LEAVES OF ABSENCE WITH PAY

1. A maximum of three (3) days of full salary each year will be credited each teacher for personal reasons. Application for personal leave will be made at last 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; his decision is not grievable. The maximum number of teachers who may be on the same day under this paragraph is six (6) teachers.
2. Where more than a total of the allowable days are used, a salary deduction will be taken. (Each day will be equal to 1/184 of the salary).
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 four (4) days prior to date of occurrence.
4. 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.

5. Teachers may not use personal days in conjunction with "days without pay" the day before or after Christmas and/or Easter Vacation. A letter of reprimand will be issued if this occurs. 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 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. 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 reinstatement shall be to the teacher's former or like position.
 - (b) 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.
 - (c) 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.
 - (d) 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. 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 give to the Superintendent.
3. The teacher must have completed at last 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. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature, seniority and status. 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. A teacher, upon return from personal leave, shall be restored to his/her former position or to a position of like nature, seniority, and/or status. 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 XV TEACHER EVALUATION

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher according to the teacher evaluation procedures of Swan Valley School District (Revised March 1996).

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. The Board further recognizes that the teacher may not fairly be expected to assume the role of custodian for emotionally disturbed students nor to be charged with the responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

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. Each of the teacher(s) into whose classroom(s) a student has been placed shall be invited to serve on the IEPC for that student. Written notification shall be given at least 48 hours prior to the IEPC for that student. 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 current IEPC is not meeting the student's unique needs, he/she shall meet with the special education director to review and/or recommend changes. This meeting must be held within 10 days from such request. It is understood that a teacher may call 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.

8. It is the intent of the Board not to reduce, eliminate, transfer, or otherwise reorganize any special education program or service so as to diminish the number of actively employed bargaining unit members unless the student/teacher needs change. In the event there is a need to reduce special education staff, both parties agree to meet for the resolution of any adverse affects upon employment status or working conditions of all bargaining unit members.
- 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 of 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.

ARTICLE XVII DISCIPLINE

- A. If a teacher is being disciplined by a member of the Administration, the teacher may, upon request, have a representative present.
- B. No teacher shall be disciplined without just cause. All charges against a teacher shall be made in writing and signed by the administrator making the same.

ARTICLE XVIII 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 and/or 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.

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, provide 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 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**

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 to arbitration. 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 request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- (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 XIX 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 not given a car allowance and who is authorized to use his own automobile in pursuance of assigned school duties shall be reimbursed at the rate established by the IRS for an eight cylinder car. This rate will be established September 1st of each school year. All claims for reimbursement shall be made only upon forms provided by the Board. The Board shall provide automobile liability and collision insurance protection to act as a secondary policy for Association members when their personal automobiles are used as provided in this section.
- 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. It is the Board's position that such permission will be granted in accordance with past practice provided it is within the budgetary limitations of the District. Application to attend such a conference should be made at least four (4) days in advance. Persons attending conferences will submit a summary of conference highlights to the Superintendent and the In-Service Committee within two (2) weeks from the closing of the conference. All conference requests are subject to the approval of the principal, superintendent, or his designee.
- 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.

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.

For every hour of extra time (nonvoluntary) given to Swan Valley School District, said teacher will be given one hour of compensatory time. This compensatory time will accumulate and be added to the teacher's personal business days. These compensatory days will not be added to sick days at the end of the year but will accumulate in said teachers compensatory bank of hours. A teacher must use this compensatory time in the following increments.

1/2 day	=	3 1/2 hours of compensatory time
1 full day	=	7 hours of compensatory time

**ARTICLE XX
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. Telephone facilities will be made available to teachers for their reasonable personal use, providing they pay toll costs. 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 average one way. Application to be made to Building Principal at least two (2) weeks prior to 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 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 XXI

For the 1998-99 school year, time needed to comply with "state instructional time mandates" will be deducted from the existing in-service days, parent-teacher conferences, or high school exam days. Decisions in regard to these times must be mutually agreed upon by the Association and the Board of Education.

SCHOOL CALENDAR FOR 1997-1998

August 25 & 26.....	Workday
August 27 & 28.....	Regular Classes Begin
August 29 & September 1.....	No School
November 27 & 28.....	Thanksgiving Recess
December 22.....	Christmas Recess
January 5.....	Return from Christmas Recess
January 23.....	Teacher's Reports, School Recess
February 27 & March 2.....	No School
April 10.....	Easter Recess
April 20.....	Return from Easter Recess
May 25.....	No School
June 8.....	Student's Last Day
June 9.....	Teacher's Reports, School Recess

Teacher's Work Days	184
Student Instruction Days	180

SCHOOL CALENDAR FOR 1998-1999

August 24 & 25.....	Workday
August 26.....	Regular Classes Begin
September 4 & 7.....	No School
November 26 & 27.....	Thanksgiving Recess
December 21.....	Christmas Recess
January 4.....	Return from Christmas Recess
January 22.....	Teacher's Reports, School Recess
February 26 & March 1.....	No School
April 2.....	Easter Recess
April 12.....	Return from Easter Recess
May 31.....	No School
June 7.....	Student's Last Day
June 8.....	Teacher's Reports, School Recess

Teacher's Work Days	184
Student Instruction Days	180

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, teacher shall only receive pay for the made-up days.

ARTICLE XXII 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 duty 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.

ARTICLE XIII FINANCIAL INFORMATION

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

**TEACHERS SALARY SCHEDULE
1996-1997**

2.5%

STEP	BS	BS+20	BS+30/ or M.A.	M.A.+15	ED SPEC M.A.+30	INDEX
1	25975	27104	28232	29360	30485	1.000
1.5	26624	27782	28938	30094	31247	1.025
2	27274	28459	29644	30828	32009	1.050
2.5	27923	29137	30349	31562	32771	1.075
3	28573	29814	31055	32296	33534	1.100
3.5	29222	30492	31761	33030	34296	1.125
4	29871	31170	32467	33764	35058	1.150
4.5	30521	31847	33173	34498	35820	1.175
5	31170	32525	33878	35232	36582	1.200
5.5	31819	33202	34584	35966	37344	1.225
6	32469	33880	35290	36700	38106	1.250
6.5	33118	34558	35996	37434	38868	1.275
7	33768	35235	36702	38168	39631	1.300
7.5	34417	35913	37407	38902	40393	1.325
8	35066	36590	38113	39636	41155	1.350
8.5	35716	37268	38819	40370	41917	1.375
9	36365	37946	39525	41104	42679	1.400
9.5	37144	38759	40372	41985	43594	1.43
10	37924	39572	41219	42866	44508	1.46
10.5	38703	40385	42066	43746	45423	1.49
11	39482	41198	42913	44627	46337	1.52
11.5	40261	42011	43760	45508	47252	1.55
12	41041	42824	44607	46389	48166	1.58
12.5	41820	43637	45454	47270	49081	1.61
13	42599	44451	46300	48150	49995	1.64
13.5	43378	45264	47147	49031	50910	1.67
14	44158	46077	47994	49912	51825	1.70

4%	1766	1843	1920	1996	2073	15 YRS
6%	2649	2765	2880	2995	3110	20 YRS
9%	3974	4147	4319	4492	4664	25 YRS

REF. SSHDUL

**TEACHERS SALARY SCHEDULE
1997-1998**

2.81%

STEP	BS	BS+20	BS+30/ or M.A.	M.A.+15	ED SPEC M.A.+30	INDEX
1	26705	27866	29025	30185	31342	1.000
1.5	27373	28563	29751	30940	32126	1.025
2	28040	29259	30476	31694	32909	1.050
2.5	28708	29956	31202	32449	33693	1.075
3	29376	30653	31928	33204	34476	1.100
3.5	30043	31349	32653	33958	35260	1.125
4	30711	32046	33379	34713	36043	1.150
4.5	31378	32743	34104	35467	36827	1.175
5	32046	33439	34830	36222	37610	1.200
5.5	32714	34136	35556	36977	38394	1.225
6	33381	34833	36281	37731	39178	1.250
6.5	34049	35529	37007	38486	39961	1.275
7	34717	36226	37733	39241	40745	1.300
7.5	35384	36922	38458	39995	41528	1.325
8	36052	37619	39184	40750	42312	1.350
8.5	36719	38316	39909	41504	43095	1.375
9	37387	39012	40635	42259	43879	1.400
9.5	38188	39848	41506	43165	44819	1.43
10	38989	40684	42377	44070	45759	1.46
10.5	39790	41520	43247	44976	46700	1.49
11	40592	42356	44118	45881	47640	1.52
11.5	41393	43192	44989	46787	48580	1.55
12	42194	44028	45860	47692	49520	1.58
12.5	42995	44864	46730	48598	50461	1.61
13	43796	45700	47601	49503	51401	1.64
13.5	44597	46536	48472	50409	52341	1.67
14	45399	47372	49343	51315	53281	1.70

4%	1316	1895	1974	2053	2131	15 YRS
6%	2724	2842	2961	3079	3197	20 YRS
9%	4086	4263	4441	4618	4795	25 YRS

REF: SSHDUL

TEACHERS' SALARY SCHEDULE

For the 1997-1998 school year, the 1996-1997 salary schedule will be increased by 65% of the "foundation grant percent increase" with a minimum increase of 2% or a maximum increase of 3.5%. For the 1998-1999 school year, the 1997-1998 salary schedule will be increased by 65% of the "foundation grant percent increase" with a minimum increase of 2% or a maximum increase of 3.5% (Example: If foundation grant increase is 4.00%, the formula will be 65% of 4.00% or a 2.60% increase.)

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.
2. The Board will pay the cost of MESSA-PAK benefits for 1997-1998 school year. There will be a 10% cap for MESSA-PAK Plan A benefits for the 1997-98 school year. There will be a 10% cap for MESSA-PAK Plan A benefits for the 1998-99 school year. Any percent not used in 1997-98 school year will be carried over to the 1998-99 school year. Plan B benefits will be fully paid by the Board.
 - A. Any one of the MESSA-PAKS is available provided 100% of the group will be covered. Plan A is for those employees needing health insurance; Plan B is for those employees not needing health insurance.
 - B. The Board will continue to pay the premiums on the insurance provided in Section 2 of this Article during negotiations for a new agreement even though the existing agreement may be expired.
 - C. 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.

**MESSA-PAK
PLAN SUMMARY**

PLAN A FOR EMPLOYEES NEEDING HEALTH INSURANCE

Super Care I (Includes \$5,000 Basic Term Life)

Long Term Disability 66 2/3%
 \$3,500 Maximum
 Pre-existing Condition Waiver
 90 calendar days modified fill
 Alcoholism/drug addition 2 years
 Mental/nervous same as any other illness
 Social Security Freeze on offset

Delta Dental Plan 80/80/80: \$1,300
 50/50/80: \$1,300
 \$1,500 Maximum for Class I & II

Negotiated Life \$40,000 AD&D

Vision VSP-2

PLAN B FOR EMPLOYEES NOT NEEDING HEALTH INSURANCE

Long Term Disability Same as Plan A

Delta Dental Plan 80/80/80: \$1,300
 50/50/80: \$1,300
 \$1,500 Maximum for Class I & II

Vision VSP-3

Dependent Life Spouse \$2,000
 Each eligible child \$1,000

Negotiated Life \$50,000 AD & D

In addition to the above those taking Plan B shall have the monthly rate for Plan B plus fifty-five (55) dollars for a Tax Sheltered Annuity.

1. The Board agrees to take payroll deductions for tax deferred annuities up to twenty (20) companies as selected by the association representatives. Payments will be paid to the TSA companies each pay period. The teacher will not be contacted by the salespersons during school hours. Open enrollment period will be once a year at the teacher's discretion.

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|--|---------------------------------|
| 1. The Equitable | 8. Mass-Mutual - VA |
| 2. Farm Bureau Life | 9. Penn Mutual |
| 3. Aetna Life and Casualty | 10. Fidelity-Tax Exempt |
| 4. Prudential Asset Management | 11. Waddell & Reed Incorporated |
| 5. Horace Mann Life Insurance | 12. Pioneering Services |
| 6. Merrill Lynch | 13. VALIC |
| 7. American Express Financial Advisors | 14. Charles Schwab Incorporated |

Additional TSA carriers may be added if three (3) or more staff members participate (as computer space allows).

The employer shall provide a cash option in lieu of health benefits. The cash amount per month shall be the monthly premium of Plan B plus \$55.. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

The amount of the cash payment received may be applied by the bargaining unit member to a Tax-Deferred Annuity. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement. The program will become effective August 16, 1996 or a date not more than ninety (90) calendar days from the date of this agreement. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect.

All cost relating to the implementation and administration of benefits under this program shall be born by the employer.

2. 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.
3. 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.
4. All employees shall receive pay in twenty-six (26) pay periods.

5. 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.

6. Teachers who are vocationally certified and teaching in an approved, subsidized program shall receive one (1) increment on the Salary Schedule.
7. A teacher shall receive an annual longevity payment of four percent (4%) of his/her annual salary beginning with the fifteenth (15) year, six percent (6%) longevity beginning with the twentieth (20th) year and nine percent (9%) beginning with the twenty-fifth (25th) year. Payment will commence in the semester the anniversary occurs.
8. If a teacher terminates his/her employment in the Swan Valley School District, he/she shall receive a rate of \$65.00 per day for his/her unused sick leave up to a maximum of one hundred (100) 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. The Board shall pay the teachers State mandated retirement contribution.
11. Three C.E.U.'s will equal one (1) semester hour of credit towards the salary scale if fifty percent (50%) of the time comes after the teaching day.
12. 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 Retirement system for retirement benefits from said retirement system.

A teacher who has acquired a minimum of ten (10) years of teaching service in Swan Valley School District and has obtained _____ years of teaching experience may at his/her option take early retirement providing the teacher submits a written resignation 90 days prior to retirement.

<u>EXPERIENCE YEARS</u>	<u>STIPEND</u>
25 - 30	\$7,500
31	7,000
32	6,500
33	6,000
34	5,500
35	5,000
36	4,500
37	4,000
38 and more	3,500

The Article can be reopened by either party if school laws change which pertain to early retirement. The ninety days 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:

Head Football	10%
Assistant Head Football - Senior High	7.5%
Junior Varsity and Assistant Football - Senior High	7.5%
Assistant Junior Varsity Football	6%
Football 9th and Assistant Head Football - Senior High	6.5%
Assistant 9th Football	6%
Head Football 8th Grade	6%
Assistant Football 8th Grade	5%
Basketball - Varsity - Boys and Girls	10%
Junior Varsity Basketball and Assistant Head Basketball, Senior High - Boys and Girls	7.5%
Basketball 9th Grade "A" and "B" Boys	6.5%
Basketball Middle School (2) Boys	6%
Basketball Middle School (2) Girls	5.5%
Head Baseball - Varsity	7.5%
Junior Varsity Baseball	6.5%
Head Softball - Varsity Girls	7.5%
Junior Varsity - Softball - Girls	6.5%
Head Baseball - 7th and 8th Grades	5.5%
Track - Senior High - Boys and Girls	7.5%
If no assistant hired	9%
Assistant Varsity Track - Boys and Girls	5.5%
Track - Middle School - Boys and Girls	5.5%
Assistant Middle School Track	5%
Head Wrestling - Senior High	9%
Assistant Wrestling - Senior High	6%
Head Wrestling - Middle School	5.5%
Head Tennis - Senior High - Boys and Girls	5.5%
Head Cross Country - Senior High - boys and Girls	6%
Head Golf - Senior High	6%
Junior Varsity Golf - Senior High	4%
Head Volleyball - Varsity	9%
Junior Varsity Volleyball	6.5%
Freshmen Volleyball	5.5%
Volleyball - 8th Grade	4.5%
Volleyball - 7th Grade	4.5%
Head Swimming - Varsity	7%
Assistant Swimming - Varsity	4.5%
Head Hockey - Senior High	6%
Head Skiing - Senior High	4%
Senior High Music Director	5.5%
Middle School Music Director	3.5%
Yearbook Advisor - Senior High	6%
Speech - Drama Director - Senior High	5.5%
Drama - Middle School	3%
Debate - Forensics - Senior High	4%
Cheerleading - Varsity	3.5%
Cheerleading - Junior Varsity	3%

Cheerleading - 9th grade	3%
Cheerleading - Middle School	3%
PomPon Advisor - Senior High	3.5%
Color Guard Advisor - Senior High	2%
Head Class Advisor - Senior High 2/Grade	1%
Student Council Advisor	1%
National Honor Society	1%
Safety Patrol Supervisor (Elementary)	2.25%
Safety Service Squad Supervisor (Elementary)	2%
Computer Coordinator	5%
Middle School Athletic Director	8%
Quiz Bowl Advisor	1%

Two representatives from the Board and two representatives from the Association will meet to decide if an Assistant Track Coach is needed.

The percentages are figured on seven steps of the Bachelor's Degree scale starting with step 2, step 3.5, step 5, step 6.5, step 8, step 9, and step 10. First year coach starts on step 2 (two) of the salary schedule.

Drivers Education Instructor	1997-98	\$ 14.00 per hour
	1998-99	\$ 14.00 per hour

2. LUNCH DUTY: Teachers who supervise children during their regular duty-free lunch period will receive one-seventh (1/7th) of their base pay. Volunteers will be assigned on a rotating basis.
3. Secondary teachers who volunteer to assume classroom teaching during their scheduled preparation period will be reimbursed at the rate of one-sixth (1/6th) of their base pay.
4. Any regular classroom teacher who assumes the duties of a librarian or instructional materials coordinator will be reimbursed at the rate of one (1%) percent of their base pay.
5. Teachers who volunteer to supervise extra-curricular activities (athletic events only) will be paid at the rate of eight (8) dollars per hour. Volunteers will be selected on a rotating basis by the principal.
6. Appointed high school department heads of the following areas will have the indicated number of days during the months of September through June to perform their duties as outlined by the administration. If said duties cannot be performed during the school year, and the teacher is required to report after school is out, said teachers will be paid at their per diem rate.

Language Arts	3 days
Science	5 days
Social Studies	3 days
Math	2 days
Industrial Arts	4 days
Business	2 days

Home Econ	4 days
Foreign Lang	1 day
Physical Ed	2 days
Music	1 day
Art	4 days
Special Ed	2 days

7. Librarians, if requested to report by the Administration before the beginning of the school year or after the end of the school year, will be paid at the substitute daily rate.

8. Yearly passes for home hosted school activities will be issued for teachers. Teachers will be expected to assist the administration if necessary.
9. The lunch period for the high school will be 30 minutes, and the middle school will be 35 minutes beginning with the 1990-91 school year.
10. **SUMMER TIME WORK:** The Board will pay a teacher the substitute teacher rate for each day that the teacher works on curriculum during the summer on a . voluntary basis The work must be done with the Curriculum Director or his/her designee.
11. **MENTOR TEACHERS:** Teachers who volunteer to be Mentor Teachers shall receive an allowance of \$300.00 per year to be spent on supplies for their classroom activities. If agreed to by the Superintendent, any amounts not spent in the school year may be carried over to the next school year.

**APPENDIX C
LAYOFF AND RECALL**

1. In the event of a layoff, the following procedure shall be followed:
 - (a) The District shall establish its curriculum needs and the order in which it is to be filled.
 - (b) 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.
 - (c) The seniority of part-time teachers shall accrue at the same rate as full-time teachers.
 - (d) 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. Teachers shall be assigned to the available positions based upon seniority, if they meet the certification and qualification requirements as set forth below:
 - (a) Certification shall be as defined by the State Department of Education.
 - (b) Qualifications shall be as established by the Board of Education for those positions wherein the Board has already adopted the qualifications. The Board shall also have the discretion to adopt qualifications for new positions. The Association shall be consulted when new programs are initiated.
 - (c) Qualifications in K-6 shall be state certification.
 - (d) Qualifications in 7-8 shall be:
 - i) Assignment in the teacher's major or minor or state endorsement; or
 - ii) Having taught three (3) years in the specific subject area, provided the teacher works toward acquiring a major or minor or state endorsement at the rate of five (5) semester credit hours per year; or
 - iii) Having taught seven (7) years or more in the specific subject area in Swan Valley; or

- iv) Having at least eight (8) semester hours in a subject area, provided the teacher works toward acquiring a major or minor or state endorsement at the rate of five (5) semester credit hours per year.
 - v) Enrichment classes in Middle School may be taught by current staff members and are not necessarily bound by majors and minors. If no qualified/certified teacher is available the position may be filled by any teacher using seniority as the determining factor. Current staff members who may be on a reduced contract and available should be first employed as Middle School enrichment teachers. Placement shall be approved by the association as per Appendix C4.
- (e) Qualifications in 9-12 shall be:
- i) Assignment in the teacher's major or minor or state endorsement and he/she has six (6) semester hours in that specific subject area, the six semester hours may be waived by the Superintendent; or
 - ii) Having taught three (3) years in the specific subject area, provided the teacher works toward acquiring six (6) semester credit hours in the specific subject area, at the rate of three (3) per year; or
 - iii) Having taught seven (7) years or more in the specific subject area in Swan Valley.
- (f) When classes are not reasonably available, i.e., not offered within fifty (50) miles of Swan Valley after the end of the school day, exceptions will be made. The institutions and locations covered by this paragraph shall include, but will not be limited to, the following: Saginaw Valley State University, Central Michigan University, Delta College, Northwood University and any extension classes offered by any recognized institution in Flint, Saginaw and Bay City.
3. The layoff notice shall be sent to the teacher at least thirty (30) calendar days before the effective date of the layoff. Layoffs shall be effective at the beginning or end of the semesters.
 4. The Association shall review the layoff proposal prior to formal adoption. The Association shall certify in writing within five (5) days of receipt of the proposal that:
 - (a) The Association agrees with the proposal; or
 - (b) The Association will specify in writing the changes necessary to obtain the endorsement of the Association.
 5. Any vacancies which occur after the beginning of a semester will be filled at the discretion of the Superintendent until the end of the semester, at which time the position will be considered vacant.

6. Teachers shall be recalled to available positions based upon seniority if they meet the certification and qualification requirements set forth in this contract. If a teacher on the recall list refuses a full time position for which he/she is qualified and certified he/she will be dropped from the seniority and recall list.
7. 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 TWO-WAY INTERACTIVE TELEVISION

It is agreed that two-way interactive television will be an alternative to be used for the instruction of students in the Swan Valley School District.

SCHEDULING AND ASSIGNMENTS

The Curriculum committee shall develop processes and procedures and recommendations for the annual determination of course offerings and the designation of originating and remote site district locations. The Board shall make the final determination of course offerings, and site locations on or before May 1 of each year.

On or before May 1, of each year, the Board will post, in each building a list of classes to be provided via two-way TV during the following year.

Assignments to telecommunications courses shall be made on a yearly basis and shall be by mutual agreement of the employee and the originating site district. Such positions shall be filled on the basis of certification in the subject area and length of service on the district seniority list. Classes produced shall not be copied or reproduced in any manner so as to cause any teacher to be replaced. No teacher shall be laid off as a direct result of the use of IATV. Teacher assignments to teach classes utilizing two-way interactive television will be voluntary to teachers. If no teacher on the staff volunteers, the district may employ outside personnel.

All credit classes will be taught by certified teachers.

The originating site district shall be the employer.

LABOR DISPUTES

In cooperating school districts where instructional employees are not at work due to a labor dispute with the said district, those students enrolled to participate in a telecommunications course(s) may attend and participate in telecommunication course(s) with prior agreement between the school Board and the Association.

MILEAGE

Originating site district teachers who, from time to time, may be required to use their personal automobile to travel between sites or to training or to other meetings regarding IATV shall be reimbursed for their allowable mileage in a manner consistent with the collective bargaining agreement.

EQUIPMENT

The school district shall be responsible for the repair and maintenance of telecommunications classroom equipment at the site. Teachers shall not be responsible for setting up, maintaining or dismantling telecommunications equipment.

TRAINING

Initial and on-going training in using telecommunications as an alternative educational delivery system shall be made available to teachers who will be presenting IATV classes. This training will be at no cost to the teacher. IATV teachers participating in training will be given release time, or one half (1/2) business days per day for such training.

RESPONSIBILITIES OF ORIGINATING AND REMOTE SITE DISTRICTS

The originating site district shall be responsible for the course content, material selection, instruction, testing and evaluation of students at the originating site and at all remote sites.

Behavior or discipline and supervision of students at remote sites shall be the responsibility of the remote site district. If teachers are assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other supervisory assignment. No teacher will be regularly assigned to supervise remote site students during the teacher's preparation period or during the time he/she is performing his/her assigned duties.

CLASS SIZE

The parties mutually agree that the purpose of IATV is to provide quality, cooperative academic programming in order to enrich educational opportunities for students. Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class size, including students at the originating site and those at remote sites, shall not exceed twenty-five (25) students per teacher, per class hour in not more than one (1) originating and three (3) remote sites and a maximum of twelve (12) students per site.

PREPARATION TIME

During the first semester or school year that a teacher is assigned to teach via IATV, he/she will be provided additional compensation of \$500. The second year the amount will be increased to \$600 and the third year, \$700.

Teachers are encouraged to develop classes for use in the system.

In the event of a substitute teacher, the building administrator will secure the room immediately following the session.

The building administrator at the remote site will be responsible for students during fire drills, tornado drills, or any situation that requires on-site supervision.

It will be the originating-site building administrators responsibility to notify the remote sites in event of snow days or other school closures.

ARTICLE XXIV 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 the 15th day of August, 1999, 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 1, 1997

**BOARD OF EDUCATION OF
SWAN VALLEY SCHOOL DISTRICT**

Walter L. Johnson
John Busby
James C. Thieson

SWAN VALLEY SCHOOL DISTRICT

Stanley J. Murphy
Selen R. Ahrens
William E. Adams
James E. Eckerman
Agnes A. Freeman