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1991-1994  
 AGREEMENT  
 BY AND BETWEEN  
 THE BOARD OF EDUCATION OF  
 SANDUSKY COMMUNITY SCHOOLS  
 AND THE  
 SANDUSKY EDUCATION ASSOCIATION

*Sandusky Community Schools*

LABOR AND INDUSTRIAL  
 RELATIONS COLLECTION  
 Michigan State University

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AGREEMENT  
BETWEEN THE SANDUSKY BOARD OF EDUCATION

AND

THE SANDUSKY EDUCATION ASSOCIATION

This agreement, entered into this 9th day of January, 1992, by and between the Sandusky Board of Education, hereinafter called "Board," and the Sandusky Education Association, hereinafter called the "Association."

The duration of this agreement shall be from August 1, 1991, to June 30, 1994. By no later than May 1, 1994, upon request of either party, negotiations will be undertaken for an agreement covering salary, monetary fringe benefits, and calendar. At this time, either party may present up to four (4) articles which they wish to open for negotiations.

The 1992-93 and the 1993-94 calendar shall be negotiated no later than May 1, 1992 and 1993 collectively.

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Sandusky Community Schools is their aim, and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act 369 of the Michigan Public Acts of 1965, to bargain with the Association and the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement,

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

ARTICLE I  
RECOGNITION

- A. The Board acknowledges the Certification of Representative issued by the Michigan Employment Relations Commission dated February 15, 1989, declaring that the Sandusky Education Association/Michigan Education Association is the exclusive representative of all employees in the following bargaining unit: All certified personnel under contract; excluding supervisory and executive personnel and per diem substitute teachers.

ARTICLE II  
ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every certificated employee of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not discriminate against any teacher with respect to hours, wages, or working conditions by reason of his membership in the Association, his participation in collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to hours, wages, or working conditions.
- B. The Association and its members shall have the right to schedule use of the school building facilities during custodial hours. For any Association use of the building facilities beyond these hours, custodial time will be paid for by the Association, according to building use established by Board Policy.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations or classroom procedures.
- D. The Board agrees to furnish the Association with all financial reports and minutes of the Board meetings and any other information needed by the Association or necessary to process any grievance.
- E. The Board shall consult the executive board of the S.E.A. when initiating or revising tax or construction programs, curriculum, educational programs and policy, or extracurricular policy. Recommendation will not be binding on the Board.
- F. As a condition of employment, each teacher at the time of signing his contract, shall either agree to join the Association or pay the Association a service charge equivalent to the dues of the S.E.A., M.E.A., and N.E.A. All cash payments must be paid by the first day of school. Payroll deductions will be completed by the last pay in December. The S.E.A. assumes all liability and attorney fees in the event of suit brought against the district as a result of Article II-F.

ARTICLE III  
MANAGEMENT RIGHTS

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Sandusky School District, consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in the Board by law, including by way of illustration, and not by way of

limitation, the following:

1. The supervision, direction, and control of the management and administration of the school system, its properties, and facilities.
2. The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote, or otherwise discipline employees for reasonable and just cause, and to promote and transfer employees.
3. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students as deemed necessary or advisable by the Board.
4. The approval of textbooks and teaching materials, and various teaching aids.
5. The right to determine class schedules, class size, the hours of instruction, and assignment of teachers with respect hereto.

B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board, and the adoption of policies, rules, regulations, and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

C. Nothing contained within this contract shall be construed to deny or restrict a teacher to any rights he/she may have under State law, Federal law, or other applicable regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

D. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### ARTICLE IV REQUEST FOR DEDUCTIONS

- A. Teachers may, within one week of pre-school conference time, sign and deliver to the Board, an assignment authorizing deduction of membership dues and assessments of the National Education, the Michigan Education Association, MESSA, the Sanilac County Teachers' Credit Union, and all other mutually agreed upon deductions from the regular salaries of all such teachers; and the Board agrees to submit to the respective agencies all money so deducted.
- B. The Board shall not be held liable for any mistakes in the deductions due to the negligence of the teacher.

ARTICLE V  
TEACHING CONDITIONS, HOURS, AND CLASS LOADS

- A. All teachers shall be in the building at 8:00 a.m., and in their classrooms by 8:15 a.m., and shall remain in the building until 3:30 p.m. In case of emergency and/or inclement weather, teachers shall be required to remain on duty until dismissed by the building administrator.
1. Exceptions to the above will be those who have assigned duties which require their presence in another building or area. Notification of such responsibilities will be given to the building administrator in writing by the teacher involved and shall include the dates for such absences.
- B. All teachers shall have a duty-free uninterrupted lunch period of the following duration:
- |               |            |
|---------------|------------|
| Elementary    | 30 minutes |
| Middle School | 30 minutes |
| High School   | 30 minutes |
- C. Elementary teachers will receive preparation time equivalent to that of one high school class period daily.
1. Beginning with the 1986-87 school year, noon-time supervisors will be hired by the Board to supervise students during the 30-minute duty-free lunch period and a 15-minute unassigned period at the noon hour for a 45 minute non-student-contact block.
  2. Three hours of instructional time shall equal a half day. Therefore, a person would be entitled to half benefits, including hospitalization, sick leave, and release time.  

Morning	-	starting time to 11:30
Afternoon	-	12:00 noon to ending time
- D. Middle school teachers will receive preparation time equivalent to that of one high school class period daily.
1. Four hours or more of instructional time shall entitle a person to one full preparation period and benefits on a prorated basis.
  2. Less than four hours of instructional time shall entitle a person to benefits including hospitalization, sick leave, and preparation time, on a prorated basis.
- E. High school teachers will receive preparation time equivalent to that of one high school class period daily.
1. Four hours or more of instructional time shall entitle a person to one full preparation period and benefits on a prorated basis.
  2. Less than four hours of instructional time shall entitle a person to benefits including hospitalization, sick leave, and preparation time, on a prorated basis.

F. Teacher preparation time shall be defined to include all time during the teacher work day (8:00 a.m. to 3:30 p.m.) with the exception of the following times:

1. The start-up time (8:00-8:15 a.m.) at the beginning of the school day. (However, the parties agree that the Administration may assign duties to teachers during this interval.)
2. The thirty-minute duty-free lunch period.
3. When a teacher is engaged in classroom instruction.
4. When a teacher is assigned supervision of students by an administrator.

All times not otherwise excluded above shall be counted to satisfy the minimum preparation time requirements set forth in this Article. The Board shall also have the right to count as preparation time the time after the conclusion of the student day but before the end of the teacher work day so long as teachers are guaranteed that this interval shall be at least a consecutive twenty-minute period to be utilized for preparation purposes. The parties also agree that the specific designated times (e.g., 8:00-8:15 a.m.) reflect the schedule as it exists at the execution of this contract and shall not prevent subsequent revisions of the schedule so long as such revisions or modifications do not enlarge the length of the teacher work day.

G. The normal weekly teaching load in grades 7-12 will be 30 teaching periods. Exceptions may be made in cases of emergency, upon consent of the teacher. Assignment to a supervised study period shall be considered a teaching period. Supervised study periods shall be used to maintain full time teaching status of any teacher working less than full time.

The Administration may determine to assign the Athletic Director to duties associated with the athletic program during the school day. When this assignment is made during what would otherwise be an instructional period, the assignment shall be considered a teaching period.

H. It is acknowledged that the primary duty of the teacher is to teach.

Elementary                      Class Load

Young Fives	16
Kindergarten	26
1	27
2	27
3 thru 6	28
Split	27

Grades 7-12

English	30
Foreign Language	30
Math	30
Science	30
Social Studies	30
Business	30



Art	30
Home Economics	30
Health Education	30
General Music	30
Physical Education/Health	40

For Elementary Class:

(1) If the district is unable to meet the maximum class load, the teacher of the class will be compensated for the 1st, 2nd, 3rd and 4th student that exceed the maximum class load, using the following formula:

1. Salary \_\_\_\_\_
  2. Divide by number of school days \_\_\_\_\_
  3. Divide by 7 hours per day \_\_\_\_\_
  4. Divide by class load \_\_\_\_\_
  5. Multiply by number of overload \_\_\_\_\_
  6. Multiply by number of hours per day \_\_\_\_\_
  7. Multiply by number of days with overload \_\_\_\_\_
- Amount due \_\_\_\_\_

(2) After Fourth Friday, once any class of a given grade or section receives its fourth student over the maximum allowed, the district may request each teacher add one (1) additional student per classroom or section. Each individual teacher may refuse the one (1) additional student over the maximum plus the third student. In the event each grade/section reaches one (1) over the maximum plus the one (1) additional, the district will hire additional teachers to lower the teacher-to-student ratio to the acceptable class load.

For Grades 7-12:

After the Fourth Friday, if the district is unable to meet the maximum class load, the teacher of that class will be compensated, using the following formula:

1. Salary \_\_\_\_\_
  2. Divide by number of school days \_\_\_\_\_
  3. Divide by 7 hours per day \_\_\_\_\_
  4. Divide by class load \_\_\_\_\_
  5. Multiply by number of overload \_\_\_\_\_
  6. Multiply by number of hours per day \_\_\_\_\_
  7. Multiply by number of days with overload \_\_\_\_\_
- Amount due \_\_\_\_\_

At no time shall maximum class load per teacher exceed 190 pupils, excluding study hall, band, choir, and p.e./health class. Any class exceeding maximum class load will be paid as an overload.

If the district acquires a waiver from the State Department of Education for special education classes, the teachers shall be compensated for each student beyond what is normally allowed under the special education rules using the above formulas and adhering to SBE rules and regulations. (In the event there is a massive revision of Special Education Rules, the

Board agrees to meet with the Association to discuss implementation of the Rules.)

- I. The Board and the Association recognize the desirability of distributing the student load equally among the teaching staff, according to the needs of children. Inequalities shall be worked out with the teachers and building administrators involved.
- J. Adequate parking facilities shall be provided and properly maintained for teacher use.
- K. In cases where teachers are assigned to more than one building, the Board shall provide transportation between buildings, or compensation shall be given. This shall not include assignments to extracurricular activities.
- L. All students shall be dismissed no later than 1:00 p.m. on one day each month except November, December, and the month of spring break, for teacher in-service. Cancellation of any in-service shall be mutually agreed upon by both parties at the time the calendar is negotiated.
  - 1. It is expected that the building administrator will make every effort to adjust the schedules in the individual buildings so that the same classes will not be missed each month.
  - 2. At least one in-service day a semester will be for in-building activities set up by the building in-service committee. The in-service committee and their administrator will set down at the beginning of the school year the agenda for the in-service days. The in-service committee of each building will consist of two (2) teachers and their administrator.
- M. Private telephone facilities for incoming and outgoing calls shall be made available to teachers for school use.
- N. Beginning with the 1992-93 school year, all buildings, with the exception of the High School cafeteria, shall become smoke-free. After the 1992-93 school year, arrangements will be made with the Sandusky Athletic Boosters, to make the High School cafeteria smoke-free.
- O. Present courses in the curriculum or courses added to the curriculum through interactive television and co-operatives with other schools or intermediate districts or other educational institutions shall not result in layoffs or reduction in teaching responsibility or prevent the recall of teachers on seniority list. This paragraph will be subject to limitations if the Board of Education declares a financial emergency. Any change instituted under the conditions of a financial emergency shall be reinstated as soon as economically possible as determined by the Board of Education.
- P. **Site-Based Decision Making/School Improvement Plans**  
Should the District change its policy or state law/Department of Education rule change regarding School Improvement Plans and/or Site-Based Decision Making, the parties agree to form committees as necessary to study the implementation of these issues and make recommendations to their respective parties. Any decisions reached by a committee shall not

be in violation of Board policy or the Master Agreement unless mutually agreed upon by the Board and Association.

Q. Least Restrictive Environment

1. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual handicapped student should participate in regular education programs and services involves considerations of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC). Although it is agreed that the handicapped student's participation and right to participate in regular education programs and services cannot be affected by this Agreement, the district does agree to consider how the handicapped student's placement will affect teachers when determining the handicapped student's placement.
2. The district shall determine the need for a teacher who will be providing instructional or other services to a handicapped student to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. The district shall provide release time in the event the district directs or authorizes a teacher to attend an IEPC which is scheduled during a time the teacher is assigned to teach a class.
3. If any teacher has a reasonable basis to believe that a handicapped student's current Individual Educational Plan (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his/her principal in writing.
4. On a case-by-case basis, the District will determine what training and other support should be provided to a teacher who will be providing instructional services to a handicapped student excluding those typical classroom responsibilities.

R. Medically Fragile Students

1. If a teacher will be providing instructional services, excluding those typical classroom responsibilities, to a medically fragile student, the teacher or another adult who will be present when the instruction services are being provided will be advised of the steps to be taken in the event an emergency arises related to the student's medical condition.
2. No teacher will be required to provide services of a medical nature to a medically fragile student unless the services are necessitated by emergency.
3. On a case-by-case basis, the District will determine what training and other support should be provided to a teacher who will be providing instructional services to a medically fragile student.

ARTICLE VI  
QUALIFICATIONS AND ASSIGNMENTS

- A. Both parties recognize the fact that all teachers shall be fully

certified and qualified in their teaching field.

- B. Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study.
- C. All teachers shall be given notice of their tentative schedules for the following year before June 30.

Teachers who will be affected by a change in grade assignments in the elementary grades, and by changes in subject assignment in the secondary school grades, shall be notified and consulted by the Administration before changes are made. The proposed changes will be voluntary to the extent possible.

#### ARTICLE VII LAYOFF AND RECALL PROCEDURE

- A. Layoff of bargaining unit members may occur when the Board of Education determines that a reduction in work force becomes necessary due to decreased student enrollment or a shortage of revenue.
- B. No later than thirty days following the ratification of this agreement, and by every September 30 thereafter, a seniority list shall be prepared. All tenure teachers shall be ranked by seniority by date of employment, followed by probationary teachers ranked by seniority by date of employment.
  - 1. Seniority shall be defined as years or fractions of years of in-district service, which are uninterrupted by resignation or discharge.
  - 2. Accrued seniority shall be lost when employment is severed by resignation, retirement, discharge for just cause; however, any teachers transferring to a non-bargaining unit may retain teacher seniority for a period of not more than two years. Seniority is retained if a severance of employment is due to layoff. In cases of layoff, teachers so affected shall retain all seniority that has been accumulated as of the effective date of layoff, but shall not accrue seniority during periods of layoff.
  - 3. Seniority shall continue to accrue when teachers are on any leave as authorized by this agreement.
- C. In the circumstances of more than one individual teacher beginning employment at the same date, all individuals so affected will participate in a drawing, by lot, to determine position on the seniority list. The Board will notify the Association and employees so affected in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected employees and Association representatives to be in attendance.

D. The seniority list and any subsequent revision and updates shall be made available to the Association each school year. The Association shall have ten (10) school days from receipt of the seniority list to raise any claimed error or discrepancy. Otherwise, the list prepared by the Board shall be considered conclusive.

E. In the event of necessary reduction in personnel, the Board of Education will fulfill the following guidelines:

1. The Board shall develop, following consultations with the Association, the proposed educational program for the forthcoming year, identifying the staffing needs for each building. The consultation shall consist of a meeting between the Superintendent and a maximum of three administrators and the Sandusky Education Association President and a maximum of three other Association representatives. The Board shall provide a list including, but not limited to, the following categories for each school:

Grade level (elementary)

Subjects (grades 7-12)

Special instruction (elementary art, music, p.e., reading, etc.)

Special services (social services, nurses, special education, psychologist, attendance officer, etc.)

The number of positions required for each school program not based at a school.

The list of district staff positions shall be published and posted in each building with a copy to the Association. Such lists shall be so published and posted prior to any action or notification of layoff.

## 2. Staff Placement

Beginning with the first name of the seniority list, each individual will be assigned in accordance with the following priority:

- a. Current assignment (defined as more than one-half of a teacher's current assignment in his/her major area); if not available, then
- b. Current grade/department in another building; if not available, then
- c. Another grade/department in same building; if not available, then
- d. Another grade/department in another building.
- e. If no vacancy remains in any grade/department for which the employee is certified and qualified, in any building, the employee will be laid off. Written notification of layoff according to the contract will be forwarded to the affected teacher, with copies to the Association.

When a choice of building, grade, or department is possible for a displaced teacher, the teacher's choice shall be honored. A displaced teacher is identified as one whose position has been reduced by one-half or greater, or when no class/period exists for which he/she is certified and qualified.

The above layoff procedure is intended for use in identifying teachers to be laid off in accordance with seniority, certification and qualification.

3. For the purposes of this agreement, the term "qualified" shall be defined as follows:

a. For positions at the secondary level (grades 9-12), possessing a major or minor in the subject(s) to be taught, or teaching experience of a semester's duration within those subjects within the last three years.

b. For positions at the seventh and eighth grade levels, possessing at least six (6) semester hours of college level preparation in the subject area(s) to be taught. Any teacher not possessing the required six semester hours shall have twelve (12) months to fulfill this requirement.

Teaching experience at this level of a semester's duration within the last three (3) years shall be considered the equivalent of a minor.

c. For positions at the elementary level (K-6), possessing elementary certification (K-8), or experience at the elementary level within the last five (5) years.

For positions of special elementary areas, such as art, music, and physical education, the teacher must possess specific certification with the subject(s) to be taught, with the same twelve (12) month provisions as in 3.b above.

d. Teachers must possess the qualifications set forth in the application or grants for any federally or state funded program to be eligible to teach in those programs.

e. Special education teachers shall be deemed qualified if they are certified for the position.

F. Recall of laid-off teachers shall be done in the reverse order of layoff, with the following guidelines:

1. Teachers with the greatest seniority, certification, and qualifications (as defined in this article, E.3.) shall be hired first.

2. If no certified and qualified (as defined above in E.3.) person is on layoff, then the Board of Education may post the vacancy and hire from without.

A laid-off teacher shall be considered laid off until he/she is reinstated in the district. Refusal of an offer, from the Board, of a position for which he/she is certified and qualified, or failure to respond within thirty (30) calendar days of its receipt to a written offer of a position made by the Board, shall be cause for termination.

Notification of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of a change of address.

Recalled teachers shall be entitled to all sickness and leave benefits accumulated prior to the layoff.

G. Special Conditions

1. A laid-off teacher upon application shall be granted priority status on the district's substitute list, subject to his/her certification and qualifications. Compensation shall be as follows:

1-5 days	\$42.00 per day
6-30 days	\$47.00 per day
31+ days	teacher shall be prorated at step 1 of the B.A.

2. A laid-off teacher may continue his/her employee group insurance benefits by paying the normal monthly premium for such benefits to the Board, provided the rules of the carrier so permit.
3. The Board may grant all requests for leaves of absence prior to the reduction of staff, not to exceed ten per cent (10%) of staff.
4. No teacher, full or part time, shall be laid off during the academic year with less than twenty (20) school days' notice. At other times, twenty (20) calendar days' notice of layoff is required.

ARTICLE VIII  
VACANCIES AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and qualifications of its teachers. Requests by a teacher for a transfer to a different class, building, or position shall be filed with the Superintendent and the Association in writing by the last day of the regular school year. The application shall set forth the reason for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure consideration by the Board.
- B. A vacancy shall be defined as a position in the bargaining unit caused by retirement, resignation, termination, death of a bargaining unit member, leave of absence, or a newly created bargaining unit position which the Board intends to fill. There shall be no requirement to post any vacancies under this agreement where there are laid-off teachers who are certified and qualified for the opening(s).
- C. Whenever a vacancy arises, the superintendent shall notify the association president promptly and post notice of such vacancy on the bulletin board in each faculty room of each of the three buildings, no less than fifteen (15) working days before the position is filled. Laid-

off teachers certified and qualified for the positions shall be notified of such vacancies. Assignments to vacant positions occurring within the thirty (30) days immediately preceding the close of the school year shall be considered temporary placements and such positions shall be re-posted consistent with the aforementioned procedure before a permanent replacement may occur.

- D. Teachers shall be assigned to vacant positions based on seniority, certification, and successful teaching experience. Any teacher not transferred under the provisions of this article shall be provided in writing the reason(s) they were not transferred within three (3) days of being denied said position. Teachers making application currently employed by the district will be given priority over newly hired employees.
- E. During the summer months, when regular school is not in session, the Board will post in the personnel office all vacancies as above described and shall also forward at the same time copies of said vacancies to the association president. Positions so posted should remain posted ten (10) calendar days prior to being filled. Application may be made in the same manner as above described (section A). Likewise, positions shall be filled in the same basis as provided in Paragraph D above.
- F. Involuntary transfers may be initiated for the following conditions: academic program improvement or deletion, and enrollment changes, with consideration being given to the senior teacher at grade level (grade 6) and secondary (subject area).
- G. Vacancies occurring in extracurricular activities will be posted in the faculty rooms of all three buildings ten (10) days before filling the vacancy. If this should occur during the summer, the association president will be notified in writing of such vacancies.
  - 1. Extracurricular activities shall cover the following areas: athletics, athletic director, cheerleading, noon hour supervision, musicals, plays, forensics, and intramurals.
  - 2. Applicants will be given consideration according to the following priorities:
    - a. High school experiences as related to the specific position.
    - b. College experiences as related to the specific position.
    - c. Academic qualifications that relate specifically to the position.
    - d. Previous experience in the Sandusky Community Schools as related to the position.
    - e. All other experiences that relate specifically to the position.
    - f. Your relationships with the students and/or staff members you will be working with in the position.
    - g. What your contributions would be for that position.
  - 3. In extracurricular activity positions that have concluded by November, the Board of Education will decide whether the individual holding each particular position shall be appointed to or dismissed from that specific position by January 15. In extracurricular activity positions that have been concluded by March, the Board of



Education will decide whether the individual holding each particular position shall be appointed to or dismissed from that specific position by May 15. In extracurricular activity positions that have concluded by the end of the school year, the Board of Education will decide whether the individual holding each particular position shall be appointed to or dismissed from that specific position by July 15.

- a. A written statement with reason/s for dismissal shall be given by the Board to that particular individual.
  - b. If positions are eliminated after appointment because of financial limitations, no compensation will be granted.
4. Applicants desiring to be considered for a posted position must complete an application form available at the Superintendent's office. Although all extracurricular activity positions are on a year-to-year appointment, for purposes of this contract a vacancy does not exist in the extracurricular activity unless an individual has resigned in writing, or an individual has been dismissed by Board action, and the position has been posted.

Failure to appoint an applicant that is not recommended by the Administration and approved by the Board of Education after established criteria (G-1 through 5) are followed, is not a grievable item under the S.E.A. negotiated agreement.

5. If a vacancy occurs during the summer months, the association president will be notified of such vacancies. The association president shall then notify all members of such vacancies within five (5) days to submit application for such position.
- H. As of the effective date of this Agreement, if the school district should eliminate and subsequently restore an academic program, the teacher who most recently held the eliminated position shall be allowed the first opportunity to return to the reinstated position, provided that the provisions of Article VII of this Agreement (LAYOFF AND RECALL PROCEDURE) are also satisfied.

#### ARTICLE IX ILLNESS OR DISABILITY AND PERSONAL BUSINESS

- A. Illness: At the beginning of each school year, teachers shall be credited with thirteen (13) days of sick leave allowance to be used for absences caused by sickness, injury, serious illness or physical disability of the teacher, or members of his immediate family defined as mother, father, sister, brother, children, spouse, mother-in-law, father-in-law. The unused portion of such allowance shall accumulate from year to year to unlimited amount. The Board shall furnish a written statement at the beginning of each school year setting forth the total of sick days credit. The teacher shall have ten (10) days in which to call to the attention of the Administration any claimed error in the written statement of sick leave credit. Otherwise, the Board's written statement shall be conclusive.

- B. In an emergency situation, which shall be defined as a time when through illness or injury requiring hospitalization or home recuperation as per medical advice, a teacher's sick leave time has been exhausted, as determined by the Association and Board, days may be voluntarily donated by other teachers in the following manner:
1. Formal request filed with the Superintendent to become effective on the second (2nd) day after available sick days have been exhausted.
  2. Each teacher may contribute up to five days to the requesting teacher, including the two (2) day waiting period, provided the requesting teacher does not accumulate days as a result of the contribution.
  3. Should additional sick leave be necessary during the remainder of the school year, requests may be made at that time.
  4. Contributor shall be notified, in writing, of the number of donated days used.
- C. Up to twenty (20) accumulated sick leave days may be transferred into the Sandusky Community Schools.
- D. A doctor's certificate may be required to return to work or to verify absence, if the absence continues beyond three (3) consecutive school days. If the illness continues beyond ten (10) consecutive school days, a statement from the attending physician may be presented to the Superintendent prior to each pay period, attesting to the teacher's disability, prior to the issuance of the teacher's pay, if the person is still receiving sick benefits.
- E. It is further agreed, for purposes of Section 354 of the Worker's Disability Compensation Act, that the exchange of a sick day (or part thereof) in return for the payment of a salary differential by the School District, constitutes a direct contribution to this Plan by the teacher which precludes differential salary payment pursuant to Section 354 (b) of the Workers' Disability Compensation Act, MCLA 418.354.
- F. A teacher absent from work because of a childhood disease (mumps, chicken pox, scarlet fever, measles) shall suffer no loss of sick days or compensation.
- G. A teacher's obligation will be to call the building principal or his/her designee sixty (60) minutes before he/she is due to report. Should illness of teacher, family member, or other emergency occur within a lesser time, consideration will be given by the administrator.
- H. Two days of above (A) a year may be used for personal business or circumstances which may require teacher absenteeism. A third day may be requested by a teacher and reviewed by the building administrator and superintendent, and approved if circumstances warrant.
1. The principal shall be notified one day in advance, except in cases of emergency.

- I. A teacher called to give testimony under subpoena or summons before any judicial or administrative tribunal shall be compensated at the regular rate of pay. This absence is not chargeable to sick leave or personal business days. The teacher shall report to his/her building immediately after dismissal occurring during school hours.
- J. Up to five (5) days of accumulated sick leave may be used for each death in the immediate family. The immediate family shall include mother, father, sister, brother, children, spouse, mother-in-law, father-in-law. Up to three (3) days of sick leave may be used for each death of other family members. One (1) sick day shall be granted for attendance at the funeral service of a person whose relationship warrants same.
- K. Seven (7) days may be used by the President of the Association or delegated representative to attend an educational meeting or workshop as a representative of the Association. Any days used beyond the aforementioned seven, the Association agrees to pay for the substitute's wages.
- L. Accumulated sick leave days may be used for childbirth up to six (6) weeks, and may be extended with physician's recommendation. Paid sick leave days shall not be used for purpose of child care when the teacher is not otherwise physically disabled.

**ARTICLE X  
LEAVE OF ABSENCE**

Preface 1.

The following leaves of absences shall not accrue seniority, but shall accrue salary steps; and upon return the affected teacher shall be returned to the position from which leave was taken, provided that said position is still in existence. Otherwise, the teacher returning from leave shall be entitled to reinstatement to a position for which the teacher is qualified and certified, and for which the teacher possesses sufficient seniority. Any bump shall be exercised over the least senior teacher in the system whom the returning senior teacher is certified and qualified to displace.

- A. An unpaid leave of absence of up to one (1) year shall be granted to a tenure teacher, after seven years in the Sandusky system, upon written application to the Superintendent, at least ninety (90) days prior to the end of the school year, and to take effect at the end of the school year, for the purpose of participating in teacher exchange programs, the Peace Corps, Teacher's Job Corps, as a full-time participant in such programs, or a cultural travel or work program related to his professional responsibilities, or to serve as a consultant or director of a teacher center; provided said teacher states in writing his intention to return to the school system.
- B. An unpaid leave of up to one (1) year may be granted to a tenure teacher after seven years in the Sandusky School system, upon written application to the Superintendent, at least ninety (90) days prior to the end of the school year, and to take effect at the end of the school year, for the

purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities.

- C. No more than two (2) teachers may be granted such leave as defined in A. and B. together.

Preface 2.

The following leaves shall accrue seniority and salary schedule advances; and upon return the affected teacher shall be returned to the position from which leave was taken, provided that said position is still in existence. Otherwise, the teacher returning from leave shall be entitled to reinstatement to a position for which the teacher is qualified and certified, and for which the teacher possesses sufficient seniority. Any bump shall be exercised over the least senior teacher in the system whom the returning senior teacher is certified and qualified to displace.

- D. An unpaid leave of absence shall be granted to any teacher for the purpose of immediate family (self, spouse, child) care. Family care will be granted for seriously ill or terminally ill child or spouse. The Board may require from a certified physician, psychologist, or family counselor, the verification of this need for leave. Said leave shall commence fifteen (15) days after request of the teacher. The initial leave period may be for the duration of the semester when leave was granted, plus two consecutive semesters, excluding a summer semester

1. In the event of a death of the object (spouse, child) of the leave, the leave of absence may be terminated upon request of the teacher, with twenty (20) school days' written notice to the Board.
2. A teacher who is unable to teach because of personal illness or disability, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year. Upon request to return from such leave, the teacher shall be offered a position as stated under Preface 2 above.
3. The leave may be extended up to a period of one (1) school year by written request of the teacher. The leave must be renewed each year upon written request of the teacher. A written notice of intent to return from such leave shall be submitted not less than ninety (90) days prior to the intended date of return.

- E. Maternity and/or adoption leave may commence at the teacher's option. Likewise, the affected teacher may terminate the leave any time after the birth of the child and provided that the teacher is physically able to perform her teaching responsibility.

1. A maternity leave which commences first semester may be granted for the balance of the school year. A maternity leave which commences second semester may be granted for the balance of the school year, plus one additional school year.
2. Teachers shall be allowed to use sick days during any period of pregnancy-related disability, even if such is during a period of

child-care leave.

3. The leave may be extended up to a period of one (1) school year by written request of the teacher. The leave must be renewed each year upon written request of the teacher. A written notice of intent to return from such leave shall be submitted not less than ninety (90) days prior to the intended date of return.
- F. Any teacher requesting a leave of absence to assist the district in avoiding anticipated layoffs may be granted such a leave without pay for any purpose by the Board of Education for up to one year, which may be extended if requested by the teacher and agreed to by the Board. During such leave, seniority shall continue to accrue; and upon return from such leave, the teacher shall be offered a position as stated under Preface 2 above.
  - G. Special Absences: Any absences by a teacher from the classroom not covered by, or included in, the above provisions related to leaves, will be considered a special absence. These absences must be approved by the Superintendent (up to two days) or by the Board of Education (more than two days). The teacher will be deducted one day's rate of pay for each day of the absence.
  - H. Employees who have volunteered or have been drafted for military service shall, upon discharge from active duty, be reinstated to their former position.

#### ARTICLE XI EVALUATION OF TEACHERS

- A. According to the tenure law, the performance of all teachers shall be evaluated in writing. In such evaluations, all monitoring or observations of teachers shall be conducted openly.
- B. Formal evaluation shall be conducted only by a building principal, assistant principal, or an administrator from the Sandusky Public School. Each written review of the teacher's job performance shall be based on at least sixty (60) accumulated minutes of no less than fifteen (15) minutes each visit of classroom performance. The evaluation will be based upon at least two observations made on different days.

Additional informal evaluations may occur with the objective of teacher improvement. These evaluations may be done by any professional educator the Board deems appropriate. Results of these informal evaluations shall be shared with the affected teacher and building administrator.

- C. The performance of all teachers shall be evaluated in writing as follows:
  1. Probationary teachers shall be evaluated in writing at least two (2) times a year: once on or before December 1, and again on or before March 15. A personal meeting will be held within fifteen (15) school days thereafter to review the job performance of the probationary teacher.

2. Tenure teachers shall be evaluated in writing at least once every two years, to be completed on or before March 15. Additional evaluations can be made after March 15.
  3. The evaluation process will include the identification of difficulties, if any, and suggestions from the Administrator as to how the teacher may improve.
- D. Two (2) copies of the written evaluation shall be submitted to the teacher, one to be signed and returned to the Administration, and the other one to be retained by the teacher. The teacher's signature shall imply only receipt of the evaluation. In the event that the teacher feels that his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file.
  - E. Each teacher shall have the right upon request to review the contents of his personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
  - F. By October 1, every teacher will be given a copy of the evaluation instrument and an explanation of how it will be used by the building principal, assistant principal, or other administrator as designated by the Board of Education.

ARTICLE XII  
PROFESSIONAL BEHAVIOR

- A. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Educational Profession.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline of the Code of Ethics of the Education Profession shall be promptly reported to the offending teachers, and, in appropriate cases, may institute proceedings against the offending teacher. If Association efforts fail to eliminate the problem, the Administration may take necessary steps to correct this problem.
- C. A teacher may at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensated without just cause. Any such discipline without just cause shall be subject to the professional grievance procedure hereinafter set forth. Information forming the basis for disciplinary action will be made available to the teacher and the Association.
- E. A complaint made against a teacher by a parent, a student, or another teacher will be promptly called to the attention of the teacher. Any complaint not called to the attention of the teacher may not be used as the basis for any disciplinary action against the teacher.

ARTICLE XIII  
PROFESSIONAL STUDY COMMITTEE

- A. Beginning with the 1983-84 school year, there shall be established a "Professional Study Committee" which will be re-established every third year thereafter. The PSC will be composed of ten (10) members, five (5) of whom shall be teachers appointed by the Association president, and five (5) of whom shall be appointed by the Board.
- B. The PSC may meet at least once each month to discuss and study subjects and problems mutually agreed upon relating to the school system. The first meeting of the PSC is to be called by the Association president.
- C. The chairperson shall be elected by the group at their first meeting.
- D. The PSC is empowered to appoint subcommittees composed of teachers and administrators to study and report upon any mutually agreed upon subjects.
- E. All reports of the PSC or its subcommittees, including their recommendations, shall be submitted in writing to all members of the PSC.
- F. It shall be the responsibility of the PSC to follow up on previous year's recommendations in addition to investigating new areas.

Upon completion of its study and report on the subject assigned to it, each subcommittee shall be considered dissolved, and once dissolved, shall not be re-activated except by mutual consent of the members of the PSC.

- G. The parties agree that the PSC and its subcommittees serve in an advisory capacity only, and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.
- H. The clerical expenses of the PSC and its subcommittees shall be borne by the Board.
- I. Every effort will be made to provide teachers with released time to work on this committee.

ARTICLE XIV  
PROFESSIONAL IMPROVEMENT

- A. The Board agrees to provide funds in the budget to pay expenses for a reasonable number of teachers each year to attend professional conferences pertaining to their particular department, upon approval of the Superintendent. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant.
- B. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county, or state health authorities, will be rescheduled. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.
- C. The parties agree to meet in an effort to mutually agree on when any make-up days should occur. In the event they are unable to agree, the days will be added on the end of the calendar.
- D. Should the provisions of the state law be rescinded, the above provisions shall be considered null and void, and the provisions and practices in existence prior to this agreement shall be reinstated, to the extent permitted by law.
- E. Two curriculum days, with students not in attendance, may be provided for teacher improvement. The dates will be mutually established.

ARTICLE XV  
STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Since the teacher's authority and effectiveness in his classroom are determined when students discover that there is sufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board may take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis on the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another pupil.



- C. Any case of assault upon a teacher shall be promptly reported to its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligation with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, provided the teacher is not found negligent in a court of competent jurisdiction.
- E. The Board will reimburse teachers for any unusual loss, damage, or destruction of personal property (excluding car) of the teacher while on duty in the school or on school premises, resulting from incidents covered in Article XV.
- F. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file, unless such matter is promptly reported to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

**ARTICLE XVI  
GRIEVANCE PROCEDURE**

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement may be processed as a grievance as hereinafter provided. The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his/her/their approval in writing thereon.
- B. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Association representative is to be at his/her assigned duty stations. The Association shall designate one representative per building to handle grievances when requested by the grievant. In the event that any representative of this committee is a party in interest to any grievance brought, he shall disqualify himself and shall be replaced by the Association President. The Board hereby designates Level One as hereinafter described, and the Superintendent or his designated representative to act at Level Two as hereinafter described. If the particular grievance is a "class" grievance, affecting teachers in more than one building, the grievance shall be processed directly to Level Three and shall be subject to the same limitations and other requirements as set forth for the institution of grievances at that level. If the particular grievance is due to the action of someone other than the immediate supervisor, the grievance shall proceed directly to the Administrator of the building to which the grievance applies and shall follow the procedure set forth in Level One and proceed accordingly.
- C. The term "days" as used herein shall mean working days as set forth in the school calendar and in which school is in session.

- D. Grievance will be submitted on the form attached as Appendix A.
- E. Should a teacher fail to institute a grievance within ten (10) days after the occurrence, the grievance shall not be processed. Should a teacher fail to appeal a decision within the time limit specified, all further proceedings on a previously instituted grievance, with the exception of the monetary questions, shall be barred.
- F. PROCEDURE: The number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended by written agreement of both parties. In the event that a grievance is filed after May 15, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process the grievance prior to the end of the school year, or as near thereafter as possible.

LEVEL ONE. The teacher with a grievance shall discuss the alleged grievance with his/her principal either personally or accompanied by his/her Association representative.

LEVEL TWO. If, as a result of the informal discussion with the building principal, a grievance still exists, after three (3) school days, he/she may invoke the formal grievance procedure as set forth. A copy of the grievance shall be given to the principal, grievant, and the Association representative or building representative. Within five (5) days of receipt of a grievance, the principal shall meet with the grievant and the Association representative in an effort to resolve the grievance. The principal shall make his decision known in writing, within three (3) days after the meeting. A copy thereof shall be given to the grievant, Association representative, and the Superintendent.

LEVEL THREE. In the event that the Association or the grievant is unsatisfied with the decision rendered at Level Two, the grievance may be appealed to the Superintendent, provided that such a request is transmitted within at least five (5) days of receipt of the Level Two decision, or within ten (10) days of the Level Two meeting, if no decision has been rendered. Within five (5) days of the receipt of the grievance, the Superintendent or his designee shall meet with the grievant on the grievance and shall make his decision, in writing, within three (3) days of the meeting, with a copy of the decision being given to the grievant and the Association.

LEVEL FOUR. In the event the grievance is not satisfactorily resolved by the Superintendent or his designee, or no written decision has been given within three (3) days, the grievance shall be transmitted to the Board, by filing a written copy of said grievance with the secretary of the Board or his designee. The grievant shall have five (5) days to file from the date of the receipt of the reply, or from the time established because of a lack or written reply. The Board, upon receipt of the letter, not later than its next regular meeting, or two calendar weeks, whichever shall be later, shall hold a hearing upon the request of the grievant, review such grievance in executive session, or give other consideration as it shall deem appropriate. Disposition of the grievance by the Board shall be no later than seven (7) days afterward. A copy of such

disposition shall be furnished to the grievant, Superintendent, principal, and Association.

LEVEL FIVE. If the Association is not satisfied with the disposition of the grievance at Level Four, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties.

#### ARTICLE XVII NEGOTIATIONS

- A. This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration, or additions, only by a subsequent written agreement negotiated between, and executed by, the District and the Association. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- B. The duration of the Agreement shall be from August 1, 1991, to June 30, 1994. By no later than May 1, 1994, upon request of either party, negotiations will be undertaken for an agreement covering salary, monetary fringe benefits, and calendar. At this time either party may present up to four (4) Articles which they wish to open for negotiations. The 1992-93 calendar shall be negotiated no later than May 1, 1992.
- C. 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 District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, 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 subject or matter 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.
- D. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the

provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

- E. Representatives of the Administration and the Association's bargaining committee will meet on the call and agreement of the other party for the purpose of reviewing the administration of the contract to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. The party calling the meeting will submit to the other, prior to the agreed-upon meeting, an agenda covering what they wish to discuss. All meetings between the parties will be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities unless otherwise mutually agreed upon.
- F. If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board, or take other lawful measures it may deem appropriate. The Association recognizes the fact that a strike is not a professional means of attaining goals, but it may impose professional sanctions to discourage teachers from seeking employment in the absence of a contract.
- G. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other, and each party may select its representatives from within the school system direct. While no final agreement between the parties shall be executed without ratification by the Board and the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement. There will be three signed copies for purposes of record. One shall be retained by the Board, one by the Association, and one by the Superintendent.

APPENDIX A  
GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_ Sandusky School District  
395 South Sandusky Road  
Sandusky, MI 48471

Distribution of Form:  
1. Superintendent  
2. Principal  
3. Association  
4. Grievant

GRIEVANCE REPORT

Building	Assignment	Name of Grievant	Date Filed

LEVEL ONE

- A. Date of Informal Meeting \_\_\_\_\_
- B. Response of Principal \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LEVEL TWO

- A. Date Cause of the Grievance Occurred \_\_\_\_\_
- B. 1. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 2. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

- C. Disposition by Principal \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

D. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LEVEL THREE

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LEVEL FOUR

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LEVEL FIVE

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

APPENDIX B  
EXTRA DUTIES

Based upon Step 1 of BA  
1991-94

15%	Athletic Director	9%	Band
12%	Head Football	6%	High School Yearbook
12%	Head Basketball (Boys)	2%	Middle School Yearbook
12%	Head Basketball (Girls)	2%	High School Newspaper
8%	Assistant Football	1%	Middle School Newspaper
8%	Assistant Basketball (Boys)	16%	Summer Agriculture, all class-related activities, and F.F.A. (Half-time position)
8%	Assistant Basketball (Girls)	2%	B.O.E.C.
8%	Wrestling	2%	F.H.A.
8%	Baseball	4%	Plays (each, approved by Principal and Superintendent)
8%	Track	5%	Debate
8%	Volleyball	2%	Forensics
8%	Softball		
6%	Cross Country		
6%	Golf		
6%	Tennis		
6%	Assistant Wrestling	4%	Vocal
6%	Assistant Baseball/Softball	4.5%	Cheerleaders (Football)
6%	Assistant Volleyball	6.5%	Cheerleaders (Basketball)
6%	Assistant Track	4%	Assistant Cross Country
5%	Noon Hour Supervision (Guidelines to be established by Building Administrator)	3%	Junior High Sports
4%	Intramurals (per year, not per activity)	2%	Junior High Sports (Asst. Coach)
	Driver Education Instructors:	1991-92	\$13.00/hour
		1992-93	\$13.50/hour
		1993-94	\$14.00/hour

- Musicals will be approved by and guidelines will be established by the Principal, Superintendent, and Director. If the Director does a musical

in conjunction with another instructor, the amount paid shall be 5%, split between the two instructors.

2. Reinstating inactive extra duty assignments shall require Board approval.

ALL OF THE ABOVE ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Salary will NOT be paid unless services are performed.
2. A written yearly report will be submitted for each extracurricular assignment. Information should include:
  - a. Persons involved in the activity
  - b. Summary of activities
  - c. Recommendations for changes
  - d. Schedule
  - e. Scores
  - f. Results
  - g. Logbook of time--to include outside hours and dates.

Reports are not necessarily limited to the above items.

3. Reports will be due two weeks after the activity or individual sport season ends.
4. The Board of Education reserves the right to determine what extra-curricular activities will take place during the present contract year.
5. All extracurricular assignments are made on a year-to-year basis.
6. Compensation will be paid in a lump sum upon completion of activity and all reports as mentioned above submitted to respective principal.
7. All persons filling the above listed positions shall receive the assigned pay rates.

IN ADDITION TO:

1. Teachers volunteering for bus chaperoning and ticket taking will be compensated in the following manner:

Bus chaperoning -	1991-92	\$16.00
	1992-93	\$17.00
	1993-94	\$18.00

Ticket taking -	3 basketball games:	\$19.00
	2 basketball games:	14.00
	Varsity Football:	14.00
	Jr. varsity football:	9.00

2. Teachers who substitute for another teacher because of sickness defined in Article IX will receive per class period:

1991-92	\$11.00
1992-93	\$12.00
1993-94	\$13.00

3. Any teacher not covered by the above schedule who is required to work beyond the contract days in their regular position shall be compensated



for each day worked by the daily rate of pay for that teacher.

4. Per hour compensation for teachers who work beyond contract days for administrative-requested help shall be with approval of Superintendent:
- |         |         |
|---------|---------|
| 1991-92 | \$11.00 |
| 1992-93 | \$12.00 |
| 1993-94 | \$13.00 |

5. Class sponsors will be compensated in the following manner:

Freshmen	(2)	\$225.00
Sophomore	(2)	225.00
Juniors	(2)	425.00
Seniors	(2)	425.00
National Honor Society	(1)	175.00
Student Council	(1)	225.00

If not enough staff members volunteer to serve as class sponsors, the Association shall assist in getting volunteers.

6. Any teacher who coordinates programs or works with students beyond the work day shall be compensated at a rate outlined below. The amount of hours shall be determined before the work takes place by the Building Principal, individual performing work and a Union Representative with approval by the Superintendent.
- |         |              |
|---------|--------------|
| 1991-92 | \$11.00/hour |
| 1992-93 | \$12.00/hour |
| 1993-94 | \$13.00/hour |

#### APPENDIX C

- A. The Board will provide insurance premiums on behalf of the employee and his/her eligible dependents a choice of either:

1. Plan A - For employees needing health insurance

SUPER CARE I

Delta Dental	75/60/75: \$1,200
Negotiated Life	\$20,000 AD&D
Vision	VSP-2
Long Term Disability	66 2/3 \$2,500 Maximum 90 Calendar Days Modified Fill Waiver on Pre-Existing Condition Alcoholism/Drug - same as any other illness Mental/Nervous - same as any other illness Freeze on Offsets

2. Plan B - For employees not needing health insurance

Delta Dental	80/80/80: \$1,300
Negotiated Life	\$30,000 AD&D
Vision	VSP-3
Long Term Disability	66 2/3% same as Plan A
Dependent Life	\$2,000/\$2,000 (spouse/child)

Premiums shall be paid for a full twelve-month period.

3. Employees not electing Plan A referred to above, upon written application, will be entitled to have the Board contribute the amounts specified below on their behalf toward purchase of a Board-approved tax-sheltered annuity or to non-taxable group insurance options:

1989-90 up to \$65.00 per month  
1990-91 up to \$65.00 per month

- B. Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carriers, on the first day of the month following the month work commenced.
- C. Changes in family status shall be reported by the employee to the personnel office within 30 days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
- D. The Board agrees to provide the above-mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
- E. Any teacher voluntarily leaving the system, or any teacher having been legally removed from the system, shall have all benefits terminated the first day of the month following the termination of their employment.
- F. Salary, Longevity, and Terminal Payments

1. Full experience within the previous five (5) years, plus one (1) year experience for each additional two (2) years of previous experience may be transferred, in the Board's discretion, to the Sandusky Community Schools, up to a maximum of ten (10) years' experience.

2. Beginning with the 1974-75 school year, after reaching the top of the pay scale, longevity pay for each year will be paid as follows:

12-15 years	6%
16-20 years	6.5%
21-25 years	7%
26-30 years	7.5%

Percent is of the BA Base.

3. Compensation per accumulated sick leave will be granted upon leaving after ten (10) years of service to the Sandusky Community Schools, using the following scale:

1991-92	\$20.00/day
1992-93	\$21.00/day
1993-94	\$22.00/day

Laid-off teachers not having ten (10) years of service to the district may choose compensation per accumulated sick leave. If they exercise this option, they forfeit any accumulated sick leave which they may have had, upon returning to the district.

4. The 5% teacher retirement fee shall be paid by the Board of Education.

5. Upon completion of ten years of service to the Sandusky Community Schools, including the 1991-92 school year, current employees will be entitled to have the Board contribute 2% of the BA Base toward purchase of a MEA Financial Services Tax-Sheltered Annuity or any other Board approved Tax-Sheltered Annuity. Contributions shall be made on a monthly basis (1/12 x 2% of the BA Base) payable to the carrier by the 15th of each month. New hires in the 1991-92 school year and thereafter shall need to have ten years of teaching service to qualify for said annuity.
- G. A teacher with at least fifteen (15) years of service in the Sandusky Community Schools and who is eligible for state retirement benefits shall receive a retirement incentive from the Board as follows:
1. A stipend of \$10,000.00 to be paid upon retirement the initial year, payable on the date of retirement.

1991-92 SALARY SCHEDULE

<u>STEP</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+20</u>
1	21849	22971	24100	25238
2	22971	24100	25238	26386
3	24330	25479	26638	27809
4	25479	26638	27809	28993
5	26638	27809	28993	30185
6	27809	28993	30185	31383
7	28993	30185	31383	32597
8	30185	31383	32597	33818
9	31383	32597	33818	35056
10	32597	33818	35056	36295
11	34442	35697	36954	38228

1992-93  
5.5% INCREASE

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+20</u>	<u>M.A.</u>	<u>M.A.+20</u>
1	23051	24234	25425	26626
2	24234	25425	26626	27837
3	25668	26880	28103	29338
4	26880	28103	29338	30588
5	28103	29338	30588	31845
6	29338	30588	31845	33109
7	30588	31845	33109	34390
8	31845	33109	34390	35678
9	33109	34390	35678	36984
10	34390	35678	36984	38291
11	36336	37660	38986	40331

1993-94  
5.75% INCREASE

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+20</u>	<u>M.A.</u>	<u>M.A.+20</u>
1	24376	25627	26887	28157
2	25627	26887	28157	29438
3	27144	28426	29719	31025
4	28426	29719	31025	32347
5	29719	31025	32347	33676
6	31025	32347	33676	35013
7	32347	33676	35013	36367
8	33676	35013	36367	37729
9	35013	36367	37729	39111
10	36367	37729	39111	40493
11	38425	39825	41228	42650

APPENDIX D  
SANDUSKY COMMUNITY SCHOOLS  
1991-92

		S	T
August 26	Staff Inservice		
27	First day for students - 12:30 dismissal - lunch served	4	5
September 2	Labor Day (no school)	20	20
October 21	Staff Inservice (no school)	22	23
November 1	End of first marking period		
13	Conferences 6:30 to 9:00 P.M.		
14	School dismissed 12:30, lunch served; Conferences 6:30 to 9:00 P.M.		
15	No school for students; Conferences 8:30 to 12:00 noon		
27	School dismissed 12:30, lunch served		
28-29	Thanksgiving recess	18	19
December 20	12:30 dismissed - lunch served		
23	Winter recess	15	15
January 6	School resumes		
17	End of first semester (12:30 dismissal; lunch served)	20	20
February 13	School dismissed 12:30, lunch served; Conferences 6:30 to 9:00 P.M.		
17	Presidents Day (no school)	19	19
March 20	End of third marking period		
30	Spring break		
27	12:30 dismissal; lunch served	20	20
April 6	School resumes		
17-20	Easter break	20	20
May 25	Memorial Day (no school)	20	20
June 4	School dismissed 12:00; no lunch		
5	School dismissed 12:00; no lunch	5	5
		<u>180</u>	<u>183</u>

A. Snow day make up: June 8-30

B. 1. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled to ensure that there are a minimum of 180 days of student instruction. Teachers will receive their regular pay for days that are cancelled but shall work on the rescheduled days with no additional compensation. Rescheduling shall be accomplished as specified in the Calendar included within this Agreement.

2. The parties agree that this contract provision has been negotiated with the intention of complying with the provisions of the State Aid Act and to ensure that the District will incur no loss of state aid. Further, the parties recognize the School District's obligation to comply with any requirements set forth by the State Board of Education by statute respecting the number of student instruction (attributable to the above conditions) to ensure the minimum number of instructional days mandated by the Department of Education or by law. Teachers shall receive no additional compensation on such rescheduled days.

3. If the State mandates a student school year of more than 180 days, the teacher's salary will be increased by 1/180th of his/her salary per day.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative the day and year first written above.

BY [Signature]  
President of the Board

BY Douglas W. Borning  
Secretary of the Board

BY Thomas Lukshader  
President of the Association

AND Peggy Coulouris  
Secretary of the Association

DISTRICT:  
James R. Holan  
[Signature]  
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\_\_\_\_\_

ASSOCIATION:  
Suzanne M. Guttowsky  
Shane Gertz  
Fred R. Nickles  
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