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DURATION OF AGREEMENT

This agreement shall be effective as of September 1, 2009 and shall continue in effect until the 31st day of August, 2013.

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

**LENAWEE COUNTY EDUCATION ASSOCIATION
SCEA/MEA/NEA**

By _____
President

and

By _____
Secretary

SAND CREEK BOARD OF EDUCATION

By _____
President

and

By _____
Secretary

This contract entered into on this 1st day of September, 2010 between the Board of Education of the Sand Creek Community School District, hereinafter referred to as the "Board", and the Lenawee County Education Association, SCEA, MEA/NEA, hereinafter referred to as the "Association". No person shall, on the basis of race, color, national origin, sex or handicap, be excluded from participation in, be denied the benefits of, or be subject to discrimination in employment.

ARTICLE I – RECOGNITION

- A. The Board hereby recognizes the Lenawee County Education Association, SCEA, MEA/NEA, as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel, including the guidance director, and the Chapter I guidance director and counselors, excluding the building principals, superintendent, and all other supervisory personnel who are employed in this capacity more than 50% of the teaching day.
Unless otherwise indicated, the term "teacher" as used herein shall refer to all employees in the unit for bargaining as defined above.
- B. The Board agrees not to negotiate with any teacher organization other than the Lenawee County Education Association, SCEA, MEA/NEA, for the duration of this agreement.
- C. REGULARLY EMPLOYED FULL-TIME TEACHER: A regularly employed full-time teacher is a teacher employed by the Board to teach a full teaching schedule as prescribed by the Board.
- D. REGULARLY EMPLOYED PART-TIME TEACHER: A regularly employed part-time teacher is a teacher employed by the Board to teach not less than two (2) days per week for a period of at least one (1) hour per day, nor more than two (2) teaching hours per day.
- E. REGULARLY EMPLOYED HALF-TIME TEACHER: A regularly employed half-time teacher shall mean any teacher who shall be employed not less than five (5) days per week and whose daily employment shall be not less than three (3) teaching hours per day. This teacher shall be granted half of all fringe benefits accorded the regular full-time teacher.

ARTICLE II - NEGOTIATION PROCEDURES

- A. While negotiating a master contract, representatives of the Board and Association negotiation teams will establish:
 - 1. the time
 - 2. the place
 - 3. the dates
 - 4. rules governing the negotiation meetingsThe Board and Association will make every attempt to live up to the rules and regulations established.
- B. This contract is a four year contract. The following items may be reopened during the life of this contract for negotiations only upon determination by the Board that there are not sufficient funds available to allow the Board to avoid adoption of a deficit budget:
 - 1. Salary schedule
 - 2. Extra pay for extra duty
 - 3. Fringe benefitsSee Article XXI for further clarification.
All other items within this contract shall remain unchanged during the four year term of this agreement and neither party may require the other to reopen negotiations for the purposes of altering or amending same, nor shall either party have the power to require additions to this contract.
- C. The Superintendent of Schools or his/her designated representative, and the Sand Creek Education Association chief negotiator, will establish the ground rules that both sides feel are necessary to enter into negotiations. In the event ground rules cannot be mutually agreed upon, the Association and the Board will submit to one another on or before the tenth (10th) day prior to the beginning of negotiations, the non-economic and economic packages to be negotiated into the master agreement.
- D. Each party shall submit to the other on or before the fifth (5th) day, prior to each succeeding negotiations meeting, the agenda of the items which they wish to submit to the other for negotiations.
- E. The Board and the Association will endeavor to complete negotiations on salaries by July 10th of each year and the Board and Association will endeavor to complete negotiations on the entire Master Agreement prior to July 10th of each year. Both the



Board and the Association pledge to endeavor to meet those deadlines realizing the prolonged negotiations can destroy sound educational planning and neither party wishes to contribute to unsound educational programs.

- F. This agreement shall constitute the full and complete commitments between both parties for a four year period of time and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written or signed amendment to this agreement, with the exception of paragraph B. above. There shall be three (3) signed copies of the final agreement for the purpose of record; one to be retained by the Board of Education; one by the Association, and one by the Superintendent of Schools.
- G. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the district. However, should one party feel that it needs to have representation from the outside it will officially notify the other party, in writing, that outside representation is desired at the next negotiations meeting. The other party also has the opportunity to seek outside representation for said meeting. Neither party will be required to hold a negotiations meeting once notice has been served by one party that outside representation is desired, unless both sides can obtain outside representation for said meeting if it is so desired. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and a majority of the Board of Education, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- H. If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.

ARTICLE III - FINANCIAL RESPONSIBILITIES AND PAYROLL DEDUCTIONS

- A. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Representation Benefit Fee to the Association, pursuant to the Association's *"Policy Regarding Objections To Political-Ideological Expenditures"* and Administrative Procedures adopted pursuant to that policy. The Representation Benefit Fee shall not exceed the amount of the Association dues collected from Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such Representation Benefit Fee directly to the Association, or authorize payment through payroll deduction, the employer shall upon completion of the procedures contained in paragraph C. and pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association deduct the Representation Benefit Fee from the bargaining unit member's wages and remit same to the Association. The Association shall hold the Board harmless for any and all claims, demands, suits, or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the Agency Shop Agreement herein contained. It is understood that the Association shall have the right to compromise claims which may arise under this save harmless clause.
- In the event there is a change in the status of the law, so that mandatory deduction from wages pursuant to the paragraph above is prohibited, the employer, at the request of the Association, shall terminate employment of a bargaining unit member that refuses to authorize the deduction of the Representation Benefit Fee. The termination of employment shall not occur until the procedures set forth in paragraphs B. and C. have been fully met. The parties expressly agree that failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- B. The Association has established a *"Policy Regarding Objections To Political-Ideological Expenditures"*. That Policy and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.
- The Association assumes all responsibility for furnishing non-union bargaining unit members a copy of the policy, timetables for payment, and administrative procedures to the non-union bargaining unit member and will hold the Board of Education harmless for its failure to do so.
- C. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the service fee or authorized deduction for same, the Association may request the Board to make the deduction. The Board upon receipt of the request for an involuntary deduction shall provide

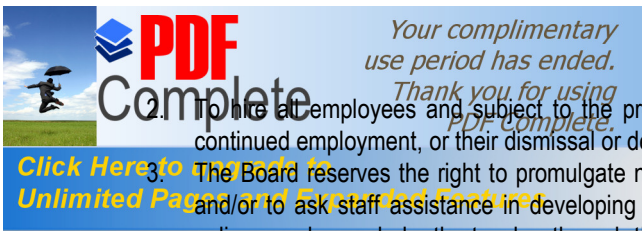
the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

The provision of paragraph B. shall apply equally in the event discharge of the bargaining unit member is sought by the Association, if mandatory deduction is not permitted by law.

- D. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the procedure in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
- E. The Association shall deliver annually to the Superintendent on or before the thirtieth (30th) day of August, a written statement specifying the amount of annual dues.
- F. For those Association members who are officially enrolled for payroll deduction in the Association (including the local Sand Creek Education Association, the Michigan Education Association, and the National Education Association) on or before the first pay period, dues deductions will be made starting with the second pay period in the fall and ending with the twenty-first pay period. For any Association member who wishes to pay his/her annual dues obligations in one lump sum payment, the Association member must remit the payment no later than October 1, annually, to the Association treasurer. In the event the payment is not received by the October 1 deadline, the Board and the Association agree the dues obligation will be deducted from the Association members remaining paychecks of the school year and remitted to the Association. The Association will give written notice to the Board to initiate this action.
- G. Authorizations for deductions filed with the Superintendent shall continue in effect from year to year, unless revoked in writing. Such revocation form signed by the teacher should be filed with the Superintendent and the Treasurer of the Association. It is expressly understood that the Superintendent and the Board need honor only one authorization form per year per teacher. The amounts of deductions, as per said written notification, shall not be subject to change during the entire school year. It is expressly understood that the Board is not required to deduct any assessment under the terms of this Article.
- H. For the purpose of this Article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall and to the last teacher working day of school in the spring.
- I. Dues and representation benefit fee deductions shall be transmitted by the Superintendent to the Sand Creek Education Association Treasurer within ten (10) days after such deductions are made. The Sand Creek Education Association shall be responsible for disbursements of MEA and NEA dues paid to it to the Treasurer of the MEA and Treasurer of the NEA.
- J. All refunds claimed for deductions under such dues and fees authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deduction deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from all claims of excessive deductions.
- K. Any dispute between the Sand Creek Education Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
- L. It is the duty of the Association to fully inform all teaching employees prior to the beginning of the contract year, or not later than the first week of school annually, what their options are concerning this agency shop clause and provide all teachers with the necessary forms and the rates to be charged so that the teacher will have ample time to comply with either paragraph A., B., or C. of this clause.
- M. The Association will save the Board harmless from any and all costs including witnesses and attorney fees or other incidental cost of prosecution or defense of any action claimed by virtue of enforcing the provisions of this Article. It is understood that the Association shall have the right to compromise claims which may arise under this save harmless clause.

ARTICLE IV - BOARD OF EDUCATION POLICIES

- A. The written policies of the Board which apply to wages, hours, or working conditions, shall be a part of this contract and except as they may be superseded by expressed provisions of this contract shall be included herein, but the Board reserves the right to the contrary, to promulgate new policies from time to time as the need arises, but not in conflict with the provisions of this agreement. The employer, on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.



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

3. The Board reserves the right to promulgate new policies from time to time as was described in paragraph A. of this Article and/or to ask staff assistance in developing said policies. Recommendations of new policies and/or changes in existing policy may be made by the teacher through the proper channels, to the building principal. The building principal must have these recommendations in his possession at least three (3) days before he forwards the suggested policy or policy change, with his recommendations, to the superintendent. The superintendent will present said policy or policy change(s) to the Board for consideration at the next regularly scheduled board meeting, if the proposed policy is received prior to seven (7) calendar days in advance of said meeting. Otherwise, it will be presented at the succeeding regularly scheduled or special board meeting. The party or parties interested in the proposed policy will be asked by the principal or superintendent of schools to be present at the board meeting to explain the proposed policy and/or policy change(s), or the interested party or parties may request that he/she be allowed to present his/her recommendations on the proposed policy and/or policy change(s) to the Board.

The party or parties interested in the proposed policy statement will contact the Superintendent of schools, through the proper channels, five (5) days after the board meeting, at which the policy was presented, and will receive official notification in writing as to the status and position of the Board on said proposed policy or policy change(s).

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

ARTICLE V - ADDITIONAL BUILDINGS

Those teachers recognized under Article I, employed to teach in any other building, built or rented by the Sand Creek Community School District, will be covered by this Master Contract.

ARTICLE VI - SALARY SCHEDULE

The salary schedule shall be part of this contract. Reference should be made to Article XXI of this contract.

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

All Sand Creek Education Association members will be required to participate in payroll direct deposit.

The Board will not pay professional salaries on any new salary schedule until the new Master Agreement is completed. Salaries, including extra curricular, will be paid in accordance with the previous contract. Upon ratification, all retroactive salaries will be **spread over the remaining pays of the school year.**

ARTICLE VII - FRINGE BENEFITS

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

ARTICLE VIII - WORKING HOURS AND CONDITIONS

A. LUNCH PERIODS:

The teachers in the Sand Creek Community School System will receive a duty free lunch period. All elementary teachers will be given a duty free lunch period each day. The Board agrees to provide supervisors for these periods. However, during inclement weather teachers will supervise recreation activities within their own classroom.



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B. PREPARATION PERIODS:

The Board agrees to provide at least one of the following programs: art, music or physical education in grades K through six in the Ruth McGregor Elementary School. During the time in which the foregoing programs are being conducted, the teacher may use such time for the following activities:

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1. class preparation
2. counseling
3. class visitation
4. holding conferences

Should a teacher volunteer to assume teaching duties during his/her preparation time, additional remuneration will be made at a rate of \$20.00 per hour. Teacher preparation time is the time that the Board frees the teacher while his/her pupils are having art, music, or physical education, whichever can be offered.

The Board agrees to provide each teacher in grades seven through twelve and at the elementary level each teacher in grades five and six with one paid preparation period equal to the class period scheduled.

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

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

C. RECESS PERIODS:

Teachers of grades **kindergarten** through six will receive student recesses as preparation time. The Board will provide recess supervision during those periods. During inclement weather, as determined by the building principal, teachers will supervise recreational activities within their own classrooms.

D. LEAVING THE SCHOOL PREMISES DURING PREPARATION TIME:

No teacher shall leave the school premises at any time without permission from the building administrator.

E. SUPERVISION OF BUILDING AND GROUNDS:

Teachers shall supervise the buildings and grounds of their respective schools during their regular hours of employment to the best of their ability. Where there is an anticipated need or an emergency situation, the building principal will designate when and where this supervision is to take place. The Board recognizes that their first obligation is to their classroom.

F. SUPERVISION OF EXTRA-CURRICULAR ACTIVITIES:

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

G. BUS SUPERVISION:

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

H. SPECTATOR ACTIVITIES:

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

I. WRITTEN REPORT OF INCIDENTS:

If an incident occurs, the teacher or teachers shall, at the first opportunity, file a written report of the incident with the principal of that building so that the principal will be informed of the particulars of the incident.

J. DEPARTMENT HEADS:

Teachers in discipline shall recommend department heads in the following disciplines:

K-12	COMPUTER*** FOREIGN LANGUAGE* SPECIAL ED****	K-6	1 LOWER EL FOR EACH 1 UPPER EL FOR EACH	MATH* SCIENCE* SOCIAL STUDIES* LANGUAGE ARTS* FINE ARTS* (MUSIC,PE, ART)
7-12	LANGUAGE ARTS**** MATH**** SCIENCE**** SOCIAL STUDIES****	P.E.**	EXTENDED CURRICULUM** (CONSUMER ED, INDUSTRIAL ARTS, AGRICULTURE) FINE ARTS** (MUSIC, ART)	

*\$250
 **\$300
 ***\$500
 ****\$700



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



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

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Jeans may be worn by:

- Shop instructor
- Agriculture instructor (providing his/her day is spent out of the school on agriculture-related projects)
- Any staff member when going on a field trip or activity where jeans are more appropriate, must obtain permission from the building principal prior to said activity.

L. SCHOOL IMPROVEMENT/NCA:

Each building shall have their own school improvement committee. The purpose of this committee is to provide knowledge and direction for their respective school improvement team and building in the realm of school improvement, along with satisfying state requirements dealing with school improvement. The assignment of these voluntary positions will be the responsibility of the building principals with input from the Association. Each building committee will receive an annual stipend of three thousand dollars (\$3,000). Each Goal Chair will receive an annual compensation of \$125.

ARTICLE IX - SCHOOL DAY

A. FULL-TIME TEACHERS

The working day for bargaining unit members will be from 7:45 a.m. until 3:10 p.m. Faculty meetings shall end no later than 4:15 p.m. Teachers may leave school on Fridays and the day preceding a holiday when classes have been dismissed and buses have left. If, at any time, the school district does not provide the necessary hours of instruction to meet the minimum requirement to receive full state aid, the Board and the Association will mutually agree upon a method to increase the hours to reach the minimum requirement.

B. REGULARLY EMPLOYED PART/HALF-TIME SECONDARY TEACHERS

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

C. REGULARLY EMPLOYED PART/HALF-TIME ELEMENTARY TEACHERS

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

D. TARDINESS DISCIPLINE

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

E. INCLEMENT WEATHER

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

F. TORNADO DISMISSAL TIME FOR TEACHERS

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

- A. The Sand Creek Community School calendar will be based on the Lenawee County School's calendar with minor changes able to be negotiated by the Board and The Association so as to provide the best educationally sound calendar for the Sand Creek Community Schools.
- B. The school calendar shall consist of the following days:

<u>School Year</u>	<u>Student Instruction</u>	<u>Teacher Days</u>
2009/2010	180	185

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

The remaining three years will be negotiated in the spring of each new year calendar, upon reviewing the county calendar. Teachers will not be required to work and shall receive their regular pay for scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fire, epidemics, or health conditions as defined by the city, county, or state health officials.

- C. Should a closing because of conditions not within the control of school authorities require the scheduling of additional hours of student instruction because previously scheduled hours could not be counted to meet the hour requirement in accordance with the State Aid Act, these hours will be made up as negotiated in the calendar.
- D. The Board may purchase up to two (2) days for inservice projects on a voluntary basis. These days will be located in the week preceding or in the week following the school year. The administration and the Association shall agree upon the actual dates. The rate of pay will be \$25.00/hour and each day will meet from 8:00 a.m. to 12:00 noon. The \$100 stipend of all non-attending teachers shall be divided among all attending teachers. If prior commitment of at least 75% of the teaching staff is not obtained, the day will be canceled.

ARTICLE XI - PROFESSIONAL QUALIFICATIONS AND WORK ASSIGNMENT - CHANGES IN WORK ASSIGNMENT

- A. The Sand Creek School Board will make every effort to place teachers in assignments for which they are highly qualified according to the Elementary and Secondary Education Act/No Child Left Behind (ESEA/NCLB) standards.
- B. In the event that a teacher is not highly qualified for an assignment, they must attain such status no later than (one month prior to the layoff notice date), 2006.
- C. The Board will facilitate teachers in reaching highly qualified status by providing a High Objective Uniform State Standard of Evaluation (HOUSSE) review and/or, on a case by case basis, release time (subject to administrative approval) to complete necessary classes or tests.
- D. If a teacher has made every effort but does not reach highly qualified status by (one month prior to layoff notice), 2006, the following options are available:
- Seniority rights to a position for which they are highly qualified
 - Unpaid leave of absence
 - Retirement, if eligible
- E. Failure to make a reasonable effort to reach highly qualified status will result in a loss of seniority rights to any assignment, and the following options will be available:
- Unpaid leave of absence
 - Retirement, if eligible
- F. The teachers normal teaching hours in the elementary and secondary schools shall be planned by the school administration. Recommendations may come from the local Association. The Board and administration retain the right to make the final decision.
- G. The normal weekly teaching load in the elementary and secondary schools shall be planned by the school administration. Recommendations may come from the teaching staff and/or the local Association. The Board and administration shall make the final decision.



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H. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible. The following class sizes are recommended as approaching the ideal in the elementary school by the Michigan Education Association:

- | | |
|----------------------------|-----------|
| 1. Kindergarten | 25 pupils |
| 2. Lower elementary grades | 25 pupils |
| 3. Upper elementary grades | 30 pupils |

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

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

- | | |
|--|-----------|
| 1. English, Social Studies, Science, Language, Mathematics | 25 pupils |
| 2. Business Technology | 25 pupils |
| 3. Industrial Arts | 20 pupils |
| 4. Drafting, Arts, Crafts | 30 pupils |
| 5. Consumer Economics | 20 pupils |
| 6. Music - vocal | 35 pupils |
| 7. Health Education | 40 pupils |

The Board agrees to consult regularly with the Association in regard to class size, but class size will be determined by the administration.

- I. For teachers in grades 7-12 there will be a stipend of \$300 for teaching five (5) different classes and an additional \$300 for teaching six (6) different classes. Classes that have different course titles and require different lesson plans will be considered different. Combined classes will not be considered as different classes.
- J. For teachers in grades 1-4 there will be a stipend of \$1,000 for teaching a split class. A split class is a class with students from different grade levels. All teachers in grades 1-4 shall have a chance to apply to the principal for the position, with the principal making the final decision.
- K. Teachers in grades 3-12 will be responsible for updating eSchool a minimum of every 2nd and 4th Monday of each month.

ARTICLE XII - MEDIATION AND GRIEVANCE

- A. A grievance shall be an alleged violation of the expressed terms of this contract, or written board policy.
The following matter shall not be the basis of any grievance filed under the procedure outlined in this Article.
 1. The termination of services or failure to re-employ any probationary teacher.
It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
- B. The Association shall designate two representatives for the elementary teachers and two representatives for the secondary teachers to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" as herein shall mean days in which school is in session.
- D. Written grievances as required herein shall contain the following:
 1. It shall be signed by the grievant or grievants
 2. It shall be specific
 3. It shall contain a synopsis of the facts giving rise to the alleged violation
 4. It shall cite the section of subsection(s) of this contract or the written board policy, alleged to have been violated
 5. It shall contain the date of the alleged violation
 6. It shall specify the relief requested

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

E. LEVEL ONE

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

LEVEL TWO

A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within ten (10) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion the Superintendent or



His/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the principal of the building in which the grievance arose, and place a copy of same in a permanent file in his/her office.

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

LEVEL THREE

Upon proper application as specified in Level Two, the Board shall allow the teacher or Association representative opportunity to be heard at the meeting for which the grievance was scheduled. Within five (5) weeks from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings hereon, may designate one or two more of its members to hold future hearings therein or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than five (5) weeks after the initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the Secretary of the Association.

LEVEL FOUR

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

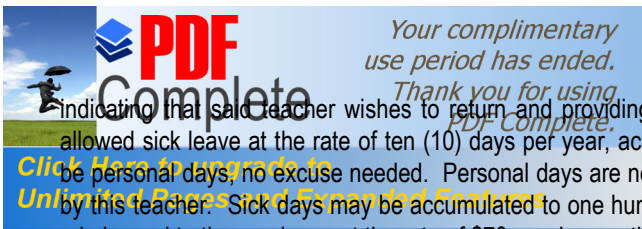
1. If the decision of the Board is unsatisfactory to the Association and the teacher, they may proceed to appeal the decision by notifying the Board as outlined under Article XII, paragraph D., and within seven (7) calendar days after the Board's receipt of notification of the Association's desire to arbitrate, the Board and the Association will name their representatives as follows:
 - a. The President of the Association or Grievance Chairperson shall appoint one member from the Grievance Committee.
 - b. The President of the Board shall appoint one member from the Board, which may include him/herself.
 - c. These two people shall select an impartial resident of the county as a third member. This person shall serve as the chairperson of the panel.
 - d. If the two appointees cannot agree as to the arbitrator within seven (7) calendar days of the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in any such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing, a prehearing statement alleging facts, grounds, and defenses which will be proven at the hearing, and hold a conference at that time in an attempt to settle the grievance.
3. In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties who agree that a judgment may be entered in any court of competent jurisdiction.
4. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or subtract from the terms of this agreement. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure nor shall the arbitrator question the reasonableness of Board policy, nor annual assignments of extra duties for extra pay as outlined in Article XXI.

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

5. The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.
- F. Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment) shall be barred.
- G. The Association shall have no right to initiate the grievance involving the right of a teacher or group of teachers without the teachers or their express approval in writing thereon.
- H. All preparation, filing, presentation or consideration of grievance shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty station.

ARTICLE XIII - AUTHORIZED ABSENCES AND LEAVES

Should a teacher be granted a leave of absence by the Board for any reason for a given period of time, said teacher shall be entitled to return to the school system upon the expiration of said leave. The teacher must file with the Superintendent a written statement



indicating that said teacher wishes to return and providing a vacancy for which said teacher is qualified exists. Teachers shall be allowed sick leave at the rate of ten (10) days per year, accumulative to one hundred (100) days. Three (3) of the ten (10) days may be personal days, no excuse needed. Personal days are non-cumulative and shall be deducted from the total sick leave accumulated by this teacher. Sick days may be accumulated to one hundred (100). Any accumulated sick days above one hundred (100) shall be reimbursed to the employee at the rate of \$70 per day, on the first July payroll check.

A. SICK DAYS/PERSONAL DAYS

All sick days will be granted in full day increments only. Half days may be granted by the building principal in extenuating circumstances. Teachers leaving their building because of illness during any one of the first three class periods of a given day, shall have one (1) full day's sick leave deducted from their accumulated days. Teachers leaving their building because of illness during any one of the last four periods of a given day, shall have one half (1/2) of a day's sick leave deducted from their accumulated days. The accumulation of sick leave days shall be reflected on the teacher's payroll check. Borrowing in advance accumulated sick leave days shall not be permitted except that a teacher shall be allowed to use ten (10) days of sick leave in the current school year from the first day of school starting after the payment of the first pay period in September. Should a teacher leave the employ of the Board during the school without sufficient accumulation of sick days as herein above specified, a prorated deduction shall be made from the teachers last pay check(s) for any deficiency.

A teacher employed in the Sand Creek Community School system for five (5) or more years, may exchange unused sick days at \$70 per day. Said teacher may exchange sick days only once during a school fiscal year, with a maximum yearly limit of forty (40). The monetary reimbursement, at the request of the teacher, will be paid in one lump sum to MEA Financial Services as part of the Michigan Education Association Financial Services 19.3 plan.

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

1. PERSONAL ILLNESS OR INJURY - When the severity of the illness or the injury makes it ill-advised for the employee to work.
2. EXPOSURE TO CONTAGIOUS DISEASE - Following the exposure to a contagious disease which could be communicated to the students or other employees. In this situation it is mandatory to file with the Superintendent a statement signed by the physician in charge.
3. EMERGENCY DOCTOR, DENTAL OR CLINIC APPOINTMENTS will be granted providing the doctor will furnish proof in writing that to wait for a regular appointment, which could be scheduled after school hours or on a Saturday would prove to be injurious to the teacher's health.
4. ILLNESS IN THE IMMEDIATE FAMILY - Leave shall not exceed five (5) days for any illness in the immediate family, defined as: spouse, son, daughter, father, mother. The above days shall be charged against accumulated sick leave.
5. DEATH IN THE IMMEDIATE FAMILY - Leave days for any death in the immediate family, defined as: spouse, child, parent, sibling, grandchild, grandparent, and parent-in-law shall be granted as deemed necessary by the employee. All leave days over three (3) days shall be charged against accumulated sick leave. Leave days for any family death of the following: sibling-in-law, aunt, uncle, aunt-in-law, uncle-in-law, nephew, and niece shall be granted as deemed necessary by the employee. All leave days over one (1) day shall be charged against accumulated sick leave.
6. BIRTH OF A CHILD OR ADOPTION.
7. All cases of absence due to illness, injury or death in the immediate family beyond the one hundred (100) day maximum will be considered by the Board as each separate case arises. See D. Medical Leave of Absence, paragraph 1 and 2.
8. The Board of Education may allow or disallow, at their discretion, any time claimed as sick leave by employees.
9. All half-time contracted employees shall receive sick leave proportionately.
10. The principal or his/her representative will approve/deny absences during the school day for emergency appointments on an individual basis.

PERSONAL DAYS

Request for a personal day must be submitted in writing to the building principal forty-eight (48) hours in advance unless an emergency situation develops. A teacher may not use a personal day prior to the beginning of a vacation or on the first day of the conclusion of a vacation without obtaining approval from the building principal. All personal days will be granted only in full increments unless approved by administration. All half-time contracted employees shall receive personal business days proportionately.

B. MEDICAL LEAVE OF ABSENCE

1. In order to promote continuity in the pupil/teacher relationship, the Board may place a teacher upon leave of absence without pay and fringe benefits for a period of not to exceed one (1) year in the event that a teacher is absent in excess of ten (10) teaching days more than the individual's accumulated sick leave time. Any tenure teacher so placed upon leave shall have the right to a hearing in accordance with Article IV, Section 4, of the Tenure Act.



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2. Any teacher whose personal illness extends beyond the period compensated under Board policy for sick leave may, upon written application to the Board at least seven (7) days in advance of the next regularly scheduled meeting, at the sole discretion of the Board, be granted a leave of absence without pay for a period not to exceed one (1) year, renewable at the discretion of the Board.

3. In the event a teacher is placed upon leave of absence in accordance with paragraph D or E, subparagraphs 1 and 2, the teacher shall, seventy (70) days prior to the closing of school, notify the Superintendent that he/she wishes to return to the school system, and on or before July 1st of the given school year, upon returning to the school system, present to the Board a certificate from a certified licensed doctor (M.D.) stating that he/she is physically capable of performing the teaching duties required of said teacher. All leaves of absence shall be at the sole discretion of the Board of Education.

4. Upon recommendation of the Superintendent for good cause shown, the Board reserves the right to require a teacher to submit to a physical examination by a doctor licensed to practice medicine in the State of Michigan or the State of Ohio. The Board reserves the right to select said physicians if they request a physical examination. The result of said examination shall be transmitted to the Board as soon as the diagnostic report can be filed with the Superintendent. All information concerning said teacher shall be confidential upon the request of this person, except when said report(s) are needed for legal purposes. In the event a regular teacher employed by the system is requested to take a physical examination, the cost will be borne by the Board.
5. The Association recognizes that a teacher who fails to comply with the provisions of this Article may be subject to revocation of a leave of absence or denial of application therefore, or disciplinary action on the part of the Board up to and including dismissal.

C. MINI LEAVE

In order to promote continuity in teacher/pupil relationships, the Board may grant a teacher a mini leave of absence without pay and fringe benefits, providing said teacher makes a request in writing to the Superintendent of Schools through the building principal. The leave of absence can be granted upon the completion of the ongoing marking period. Said teacher will return at the conclusion of said leave, which will coincide with the end of a marking period. The Board of Education may require said teacher to furnish a statement from a certified, licensed physician (M.D.) that the teacher is physically capable of assuming his/her teaching duties. If an extension of time is needed, an extension can be obtained providing it coincides with the conclusion of a marking period. The Board of Education reserves the right in its sole discretion to approve extensions of leaves or accelerated termination's of the leave of absence on the basis of each individual case. Failure to comply with any of the above provisions shall be conclusively deemed resignation.

D. LEAVE OF ABSENCE - GENERAL

The Board of Education shall, in its sole and absolute discretion, grant a general leave of absence for a period of up to one year during which seniority shall not accrue. The Board reserves the right to place any limitation on the number of leaves granted. Further, the application for this leave shall be prospective from the date of ratification by the parties and shall only be applicable to active employees. The Board's decision to grant or not grant a request for a leave shall not be reviewable in any manner and specifically cannot be made the subject of a grievance and is not grievable under the grievance/arbitration procedures contained herein. In other words, no arbitrator shall have any authority to review the Board's decision pursuant to this section. The teacher must submit to the Superintendent on or before April 1, a letter of intent to return to employment. Failure to submit such letter will be considered a voluntary resignation.

E. MISCELLANEOUS LEAVES

1. JURY DUTY

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

2. SELECTIVE SERVICE PHYSICAL EXAMINATION

Full reimbursement will be granted to any male or female who is required to take a physical examination offered by the United States Government.

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

4. OTHER ABSENCES

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

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



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ARTICLE XIV - MISCELLANEOUS PROVISIONS

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- A. The Board agrees that it will try to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they must call to report unavailability to work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. In any situation where a substitute is not available and a classroom teacher is required to utilize any preparation or other period during which he/she does not have teaching duties, he/she shall receive, in addition to his/her regular salary, reimbursement as provided under Article XXI for such period. It is understood that in the emergency situation pending the arrival of a substitute teacher or regular classroom teacher, the classroom teacher may voluntarily assist the building administrator during a period in which the teacher has no teaching duty. In such circumstances the teacher will not be paid for such assistance.
- C. The Association shall be informed whenever possible by the Board of fiscal, budgetary, and tax programs affecting the district.
- D. The Association, the school administration, and the Board of Education shall deal with ethical problems arising under the code of ethics of each of their respective organizations.
- E. Each teacher and the school administrators will act as true professionals while working for and representing the Sand Creek Community Schools. The Sand Creek Education Association will encourage attendance by all teachers at major school functions such as athletic events, PTO programs, programs of school and community interest, plays, science fairs, graduation, or any other program which will foster a good relationship within the community. Professional attendance clearly indicates to the public that the teachers are keenly interested in the promotion and execution of a good school program.
- F. All teachers must be present for the entire duration of parent/teacher conferences. Excuses will only be accepted in case of severe illness, substantiated by a doctor's certificate stating the nature of the illness, or death in the immediate family as defined under Article XIII, Section A-5. Parent/teacher conferences are to acquaint the parents better with the total school program and to acquaint the teacher better with the home environment in which the child lives so that both teacher and parent can better understand the pupil and can strive to improve the program to meet the pupil's needs.
All teachers will be required to notify parents with a progress report if the student is doing D or F work and the teacher feels that the student is capable of doing C work or better. High school teachers will mark the grade cards and use the appropriate comment chart made available on the report card at each marking period.
- G. This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this agreement.
- H. If any provision of this Agreement or any application of this agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- I. Copies of this agreement shall be typed by the Board's office personnel. The master copy will be proof read and mutually agreed upon by the Board's representative and the SCEA representatives before the master copies are run. The cost of said materials will be borne by the Board. The Association will be responsible for assembling the contract. The new contract will be produced as soon as possible after final negotiations have been completed.
- J. All expenses for inservice training, teacher meetings, school visitations, curriculum improvements, and educational conferences requested by the administration will be borne by the Board. Should driving for school visitation be necessary, each driver will be reimbursed at the rate established by the Board. It is expressly understood that this reimbursement shall in no way be construed to be a lease of a teacher's vehicle.
- K. The Board agrees to reimburse all or part of the expenses of teachers who request in writing to attend conferences, clinics, workshops, seminars, etc. when such request is approved by the principal and the Superintendent. Requests to attend are to be made at least ten (10) school days prior to the conference and are limited by substitute and conference funds available and number of requests received. It is expressly understood that this reimbursement shall in no way be construed to be a lease of a teacher's vehicle.
- L. Reimbursement of expenses of teachers attending conferences, clinics, workshops, seminars, etc. pertaining to extra-curricular organizations are to be paid for by said organization. No reimbursement will be given by the Board of Education to school or non-school personnel unless authorization has been granted prior to said conference by the building principal. It is expressly understood that this reimbursement shall in no way be construed to be a lease of a teacher's vehicle.
- M. The policy making functions of the Board as set forth by law cannot be delegated or abrogated.
- N. Both the Board and the Association disavow all illegal collective bargaining.
- O. The Board will comply with the state and federal laws pertaining to retirement. If a person reaches retirement age within a given year, retirement will not be made mandatory until the end of the year in which the person reached mandatory retirement age.
- P. The Board of Education will grant the necessary inservice half days (two hour forty-five minute training sessions) to work on school improvement programs. Dismissal at the end of the day will depend upon the time a majority of the professional staff vote by ballot for a lunch period. When buildings have separate activities, each building will have the opportunity to vote separately.



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ARTICLE XV - INSURANCE PROTECTION

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A. Teachers are covered to the extent that the present Worker's Compensation policy states.

B. For health insurance benefits, the Board shall provide for a twelve (12) month period, MESSA Choices II with a \$10/\$20 drug card.

Both PAK A and PAK B members will pay 10% of the annual insurance premium.

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

a. MESSA CHOICES II HEALTH INSURANCE:

b. MESSA LONG TERM DISABILITY INSURANCE PLAN - The plan shall guarantee continuation of seventy (70) percent of the teacher's monthly contractual salary to a maximum benefit of \$4,500 including benefits the employee is eligible to receive from any employer; the Michigan Public School Employee Retirement Fund; employer's annuity or pension plan; social security; any employer's labor-management trustee, union, employee benefit plan or any governmental agency or program or coverage required or provided by law. Benefits begin after ninety (90) calendar days (straight wait) and continue to age 65 for disability commencing prior to age 60. For disabilities commencing at or after age 60 but prior to age 66, benefits are payable up to five (5) years. For disabilities commencing at or after age 66, benefits are payable to age 70. The plan shall include a freeze on offsets and alcoholism/drug addiction and mental/nervous shall be covered as any other illness up to two (2) years or after if hospitalized.

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

c. MESSA/DELTA DENTAL PLAN - 100/80-80-80 - (Ortho \$2400 MAX.), including internal and external coordination of benefits (COB, for all bargaining unit members and their eligible dependents as defined by MESSA/Delta).

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

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

2. **PLAN B - For employees not electing health insurance**

a. MESSA LONG TERM DISABILITY INSURANCE PLAN - same as above

b. MESSA/DELTA DENTAL PLAN - same as above

c. MESSA VISION SERVICE PLAN - same as above

d. NEGOTIATED TERM LIFE INSURANCE - \$50,000 AD&D

e. Those employees whose spouse carries the family's health insurance coverage through another program and/or those employees whose family members are both employed by the Sand Creek Community Schools where the other spouse carries the family's health insurance coverage may elect a cash in lieu of health insurance in the amount of **\$515** a month.

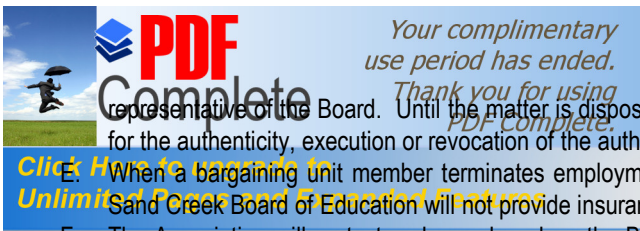
C. Providing that in the four year term of this contract said MESSA insurance is available to all members of the bargaining unit whether they are members of the Sand Creek Education Association or not. It is expressly understood that this does not include substitutes and that half-year and half-time teachers will receive half the amount of paid insurance. It is further expressly understood that the Board shall not be obligated to pay directly to the teacher any benefits under paragraph 2 or 3 above or to provide premiums for other insurance policies, it being the sole intent and purpose of this clause to obligate the Board not to exceed the amount specified for premiums for participating teachers only in the MESSA insurance plan.

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

Half-year and half-time teachers will receive one half the insurance benefits. Part-time teachers and substitute teachers employed less than sixty (60) days in several different assignments or one specific assignment, are not entitled to insurance benefits. Official medical insurance application forms must be properly filled out and returned to the Business Office. These official insurance application forms can be obtained from the Business Office. New employees must obtain these forms within the first full week of school and return the forms the following Monday, properly filled out, to the Business Office. Existing insurance programs will remain in effect from year to year unless the teacher elects to change coverage. In the event a teacher wishes to make a change in coverage, it must be done during the designated open enrollment period, on the forms provided by the insurance company and according to instructions and rules of the insurance company. Additions and deletions may be made in case of birth, death, marriage, divorce, etc., as they may occur within the time limits as specified by the insurance company.

It is the teacher's responsibility to keep their insurance updated and meeting their personal and family needs. It is not the school's position to recommend companies, changes of coverage, or spending of the insurance monies due the employee. All changes must be initiated by the employee and within the given specified times.

D. Any dispute between the Sand Creek Education Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an insurance form pursuant to this Article shall be reviewed with the employee by a



representative of the Board. Until the matter is disposed of no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

- E. When a bargaining unit member terminates employment during the school year with the Sand Creek Community Schools, the Sand Creek Board of Education will not provide insurance benefits beyond the last month of employment.
- F. The Association will protect and save harmless the Board from any or all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with this Article.
- G. If an employee wishes to maintain their present benefits under Section B, while on an unpaid medical leave, the following formulas will be used to prorate the employees and the employers financial responsibilities for those benefits.

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

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

The Board and Superintendent, at their discretion, may assume all financial responsibility for an unpaid medical leave. Each case will be decided on its own merits, with special consideration given in the event of extenuating circumstances. Any decisions concerning unpaid medical leaves cannot be considered precedent setting.

ARTICLE XVI - PAYROLL DEDUCTIONS

A. DEDUCTION OF EDUCATION ASSOCIATION DUES

1. The Board agrees to deduct from the salaries of teachers dues for the Sand Creek Education Association, the Michigan Education Association, and the National Education Association, when voluntarily authorized in writing by each teacher desirous of having such dues deducted.
2. Regular dues from any or all of the above stated organizations shall be deducted together, as one deduction, in twenty (20) equal deductions.
3. Dues authorizations filed with the Superintendent for teachers contracted for a full year of employment, shall become effective commencing with the second pay period in September, providing all proper authorization forms have been completed ten (10) working days prior to the second pay period in September.
4. Dues authorizations filed annually with the Superintendent shall continue in effect until a revocation form, in writing, and signed by the teacher is filed with the Superintendent of Schools and the Treasurer of the Association. Dues deduction authorizations filed in previous years remain in effect until revoked in writing. It is expressly understood that the Superintendent and the Board need honor only one education Association dues deduction form per year.
5. The Association shall, if the information has been made available by the Association, local, state, and national, on or before the thirtieth (30th) day of August each year, give written notification to the Superintendent of the amount of its dues and those of the Michigan Education Association, and National Education Association, which dues are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notification, shall not be subject to change during the entire school year. It is expressly understood that the Board is not required to deduct any assessments under the terms of this Article. The names of the President, Secretary, and Treasurer of the Sand Creek Education Association shall be furnished to all of the teaching employees and school administration annually.
6. Dues deductions shall be transmitted by the Superintendent to the Sand Creek Education Association Treasurer within five (5) days after such deductions are made. The Sand Creek Education Association Treasurer shall be responsible for disbursement of Michigan Education Association dues and National Education Association dues paid to it for the treasurer of that organization.
7. Official education dues deduction forms must be properly filled out and returned to the Business Office according to section 3 and 4 hereof. The education dues deduction form can be obtained from the Secretary of the Sand Creek Education Association.
8. All refunds claimed for dues of the Sand Creek Education Association, the Michigan Education Association, and the National Education Association, under such dues deduction authorization shall lie solely with the Association. The Sand Creek Education Association agrees to hold the Board harmless from all claims of excessive dues deductions.

9. Any dispute between the Sand Creek Education Association and the Board which may arise as to whether or not the employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization forms.

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

B. FINANCIAL INSTITUTIONS

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

1. The Business Office will provide the forms authorizing such deductions. The voluntary deduction forms must be properly filled out and returned to the Business Office. The voluntary deduction authorization forms filed in previous years will remain in effect until revoked in writing by said teachers, according to the paragraph below. The voluntary deduction authorizations filed annually with the Business Office shall continue in effect until a revocation form, in writing and signed by the teacher, is filed with the Business Office.
2. Any dispute between the Sand Creek Board of Education, the financial institution, and the Board, which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article, shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
3. The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.

C. TAX SHELTERED ANNUITIES

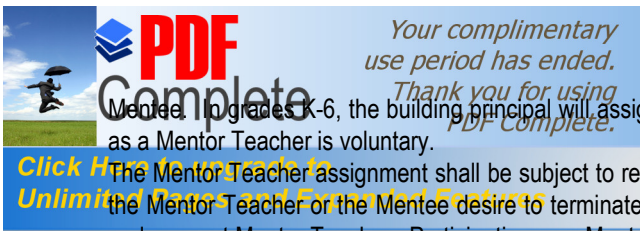
1. The Board of Education agrees to deduct from the salaries of teachers for tax sheltered annuities with any vendor on the Approved Provider List. This Approved Provider List is included as Appendix C. Signed payroll voluntary authorization forms must be received from each teacher prior to the deduction. These forms may be obtained from the business office. Regular premiums will be deducted in biweekly equal installments.
2. Teachers will be allowed to enroll with any of the vendors on the Approved Provider List at any time throughout the school year.
3. The premium deduction authorization forms filed annually with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the insurance company. Revocation forms are available from the business office.
4. Any dispute between the above mentioned insurance companies and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
5. The Association will protect and save harmless the Board from any or all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.

ARTICLE XVII - TEACHER EVALUATION

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

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the Code. The Mentor Teacher shall be a member of the bargaining unit. Each probationary teacher shall be assigned a Mentor Teacher for the first three years he/she is in probationary status. Newly employed teachers who had acquired tenure in another school system will be assigned a mentor teacher for the first year of their employment. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.

In grades 7-12, the Mentor Teacher shall be the department chairperson of the Mentee's subject area. If the Mentee is teaching in more than one department, the department head of the subject in which the Mentee teachers the most hours will be the Mentor Teacher. If the Mentee teaches the same number of hours in different departments, each department head will be the Mentor Teacher for the Mentee on a rotating semester basis, with the initial assignment determined by the building principal. If the Mentee is teaching in a subject where no department head exists, the building principal will assign a Mentor Teacher for the



Mentee, in grades K-6, the building principal will assign a department head as the Mentor Teacher for the Mentee. Participation as a Mentor Teacher is voluntary.

The Mentor Teacher assignment shall be subject to review by the Mentor Teacher and the Mentee after each semester. If either the Mentor Teacher or the Mentee desire to terminate the relationship, the building principal and the Mentee shall agree upon a replacement Mentor Teacher. Participation as a Mentor Teacher is voluntary.

Because the purpose of the mentor/mentee match is to acclimate the probationary teacher and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor Teacher.

A Mentor Teacher shall receive the following stipend:

Based on the mentee's years:

1st year - \$700

2nd year - \$400

3rd year - \$200

Mentees shall be provided with a minimum of fifteen (15) days of professional development during their first three years of teaching. The Mentee shall be paid his/her per diem rate of pay if those professional days are not within the parameters of the regular work day and work year.

- B. The performance of all probationary teachers shall be evaluated, in writing, at least twice a year. Additional evaluation of probationary teachers may be conducted by the principal, assistant principal, or Superintendent of Schools whenever the principal deems it necessary. The last evaluation shall be made not later than May 15th of the current year. One copy of each evaluation will be provided to the teacher and one copy of each evaluation will be placed in the teacher's personnel file. If a report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit further information to the Superintendent by attaching his/her remarks to the principal's evaluation sheet. This information will become part of the teacher's personnel file.

Conferences will be held pertaining to the evaluation of a probationary teacher by the evaluator. A copy of the evaluation will be put in writing and a copy given to the teacher within seven (7) school days of the observation. A conference will be held regarding the evaluation within seven (7) school days thereafter. If the teacher disagrees with the evaluation, he or she may submit a written answer which shall be attached to the file copy of the evaluation in question within seven (7) days after the evaluation conference.

- C. The performance of tenure teachers will be visited according to the state guidelines. Evaluations should be performed by the principal, assistant principal, superintendent. The teacher may request this person to visit his or her room more than once a year for evaluating purposes. A copy of the evaluation will be put in writing and a copy given to the teacher within seven (7) school days of the observation. A conference will be held regarding the evaluation within seven (7) school days thereafter. If the teacher disagrees with the evaluation, he or she may submit a written answer which shall be attached to the file copy of the evaluation in question within seven (7) days after the evaluation conference.

Each teacher granted tenure by the Board of Education will be notified in writing as soon as possible and no later than five (5) days after the meeting at which recommendations concerning the status of probationary teachers regarding tenure status will be notified as outlined above with reasons why the Board of Education failed to grant tenure and the Board or its delegated representative will advise the teacher of his/her full rights under the Tenure Law.

ARTICLE XVIII - PERSONNEL FILE

- A. Each teacher will have a personnel file in the Superintendent's office. It is the teachers responsibility to see that the following information is provided to the Superintendent of Schools for this file and kept up to date: copies of all teaching certificates held; transcripts of academic records; credentials of his/her professional performance up to the date of employment in the Sand Creek Community School system.
- Originals or copies of all teaching certificates will be forwarded by the local Superintendent of Schools to the Lenawee Intermediate School District office for official recording. Should a copy of the teaching certificate become lost, the teacher will not be penalized for its loss providing his/her teaching certificate has been initialed by the Superintendent of the Lenawee Intermediate School or his/her designated representative.
- Once hired it is the responsibility of the teacher to see that he/she continues to be properly certified and meets all qualifications of his/her position. Should an emergency arise where a special certificate is needed and the State Department refuses to grant a special certificate, said teacher's individual contract with the district will automatically be terminated.
- The teacher may, upon request of the Superintendent and in his presence, see copies of his/her transcripts, teaching certificates, and evaluations which have been made by his/her immediate superiors in the Sand Creek Community Schools. All other information is considered confidential and is not for personal review.
- Recommendations for job advancement within the school system or outside the school system will be made when requested by the institution considering the teacher's promotion or employment.
- B. In any grievance or tenure proceeding, any evaluation and responses from teachers being evaluated shall be admissible. Recommendations concerning the status of probationary teachers will be made to the Board of Education at the last regularly scheduled meeting prior to sixty (60) days before school ends, or at a special meeting called for this purpose. Should the school administration feel that the services of the teacher should be terminated, sufficient evaluations will have been conducted prior to the sixty (60) day notification deadline as provided in the Tenure Act, 38.83, Section 3.
- Tenure teachers will be visited in their classroom according to state guidelines. Written report will be filed with the teacher with a copy for the teacher's personnel file. The teacher is invited to have a formal or informal conference with the supervisor evaluating his/her classroom performance. The teacher may request this supervisor or another supervisor to visit his/her room more than once a year for evaluating purposes. If a report contains any information not previously made known to and discussed with the teacher, the teacher shall have an opportunity to submit further information to the Superintendent by attaching his/her remarks to the principal's evaluation sheet. This information will become part of the teacher's personnel file. Teachers shall have the right to attach his/her remarks to an evaluation.
- C. Teachers whose services are being considered for termination under the provisions of the Tenure Act shall receive a letter of notification and a statement of charges from the Superintendent of Schools and be advised of their rights under the Tenure Act for a hearing and appeal. Teachers who are so notified may be suspended without pay pending a final hearing by the Board of Education as provided in the Tenure Act. Should a teacher be proved to be unjustly suspended, he/she will be reimbursed according to the number of days that he/she was suspended. Rate of reimbursement will be determined at the daily rate of the complete contractual salary of said teacher.

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Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principal as soon as practical and preferably by July 15th. Every effort will be made to avoid reassignment of probationary teachers to different grade levels, unless the teacher requests such a change.

- A. In the event of layoff, the order of reduction shall be:
 - 1. Probationary teachers will be laid off first whenever a tenured teacher is highly qualified to fill the probationary teacher's position.
 - 2. Tenure teachers will be laid off next on the basis of certification, highly qualified status, and seniority.
- B. Definitions:
 - 1. "Certification" shall be defined by the Department of Education, State of Michigan.
 - 2. Highly qualified shall be defined by the Michigan Department of Education in accordance with the ESEA/NCLB
 - 3. "Seniority" shall be defined as the teachers first working day in the school district. Seniority shall mean years of uninterrupted continuous service with the Sand Creek Community Schools. **A teacher's official date of employment for seniority purposes is the date the Board of Education votes on employment of that teacher. If two or more teachers are approved at the same board meeting, a drawing will be held to determine seniority ranking. In the circumstances needing a drawing,** the Association and bargaining unit members so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.
For purposes of seniority, a full time teacher teaching 75% or more of the semester shall receive full credit and those teaching 74% - 50% of the semester shall receive half credit. A half time teacher teaching 75% or more days per semester shall receive half credit and those teaching between 74% - 50% shall receive quarter credit.
 - 4. "Continuous Service" shall be interrupted when a teacher resigns, retires, or is discharged. Continuous service shall not be interrupted by an approved leave of absence, lay off, or administrative service but seniority shall not accumulate while in this status. Seniority shall accumulate during an approved medical leave of absence and while on lay off with the understanding that seniority has no effect on increment.
 - 5. "Major or Minor" will be determined by an accredited college or university transcript.
- C. Written notice by certified letter to the teacher of lay off shall be sent to the teachers last known address on file with the Board or by personal service by June 1. It shall be the responsibility of each teacher to notify the Board of any change in address. If financial conditions warrant additional layoffs, teacher will be notified at least thirty (30) calendar days prior to the date of layoff.
- D. The Board shall prepare a seniority list by certification and transmit a copy of same to the Association on or before the first day of May. If the Association is in disagreement on one or all parts of the seniority list, and if mutual agreement between the parties cannot be reached on the disagreement, the Association may use the grievance procedure within ten (10) working days of receipt of the seniority list. The parties agree to expedited arbitration as promulgated by the American Arbitration Association.
- E. Teachers shall be recalled in inverse order of reduction for vacancies and/or new positions opening for which they are certified. All fringe benefits, including but not limited to accumulated sick days, shall be restored upon recall. No new teachers shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers with proper certification and qualifications to fill any vacancy and/or new position which may arise.
- F. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher, at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. Any such teacher offered a vacancy by recall of the school, in an area where such teacher is certified and qualified, who refuses such position may be stricken from the recall list and is deemed to have resigned. The teacher must respond to the Superintendent within fifteen (15) calendar days of the certified date of the letter sent from the Board in order to retain recall rights to a given vacancy under the provisions of this Article.
- G. A teacher, while on layoff, who earns a different major or minor, or who expands their certification, may bump another employee with less seniority at the end of the school year, e.g. June 30.
- H. The Board retains the right to determine the curriculum, scheduling of classes, and teaching assignments.
- I. If a teacher receives a layoff notice by June 1, collects unemployment pay over the summer recess period and is then recalled prior to the start of the next school year, they will be required to pay back to the school district the unemployment pay collected.

ARTICLE XX - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance and control of discipline in the classroom.
- B. A teacher may exclude a pupil from a class for the day when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in class intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing each time or day a student is excluded from the classroom. The teacher will also contact the parents of the pupil involved and inform them of the particulars of the incident in a timely manner.
- C. Any case of assault upon a teacher shall be promptly reported to the Board of Education or its designated representative. The Board may provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, providing the teacher has complied with established administrative and board policies.
- D. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board may provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- E. Time lost by a teacher in connection with any incident mentioned in this Article may not be charged against the teacher if the teacher is found innocent of the charge.

ARTICLE XXI - MONETARY REMUNERATION

The salary schedule and fringe benefits of the Master Agreement will be for a one year period of time.

The Board is desirous of having a one year contract with the Lenawee County Education Association, SCEA, MEA/NEA complying with the above schedules. However, due to the Headlee Amendment, presidential guidelines, possible further decline in enrollment, etc., the Board reserves the right to the exclusive control of planning and implementing the districts education program.

Full medical insurance, as now provided with its increases, will be adjusted annually.

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

The salary schedules, including the Bachelor's Degree, the Master's Degree, the Master's Degree plus 15 hours, and the Master's Degree plus 30 hours/Education Specialist Degree, as negotiated and the extra-curricular salary schedule may be found on the last pages of the Master Agreement.

INCENTIVE PAY

If there is a degree change earned before school starts, the full increase in said change becomes effective as of the first day of school in September. If earned after school starts, but before the beginning of the second semester of the college where the degree is earned, the increase becomes effective at the beginning of the Sand Creek Community School second semester at one-half the increase. This applies for one degree per person only. Reimbursement will only be given for credits that are accompanied by B- or better grades.

Teachers will be responsible for seeing that the Superintendent's Office has a copy of the transcript(s) and diploma(s) before requesting a pay increase for any of the above positions earned on the scale. Reimbursement will only be made for credits that are accompanied by B- or better grades for any work done towards the Master's Degree, Master's Degree plus 15 hours, and Master's Degree plus 30 hours/Education Specialist Degree. Beginning September 1, 1986, undergraduate and/or graduate hours earned beyond the M.A. need not be in a planned program to count towards placement on the M.A.+15 track or the M.A.+30 track. Approval must be granted by the building principal or the Superintendent prior to enrollment.

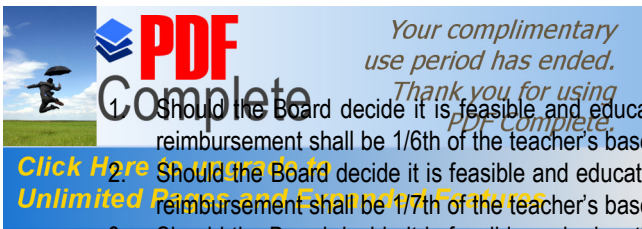
All increments are subject to the recommendations of the building principal and the Superintendent. Such increment shall be classified as given for approved experience. No early increment shall be given unless the experience is approved.

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

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

ADDITIONAL CLASS

High school teachers may teach an additional class providing approval is granted by the Board. Reimbursement will be as follows:



1. Should the Board decide it is feasible and educationally sound to operate the high school on a six period day, the rate of reimbursement shall be 1/6th of the teacher's base pay.
2. Should the Board decide it is feasible and educationally sound to operate the high school on a seven period day, the rate of reimbursement shall be 1/7th of the teacher's base pay.
3. Should the Board decide it is feasible and educationally sound to operate the high school on an eight period day, the rate of reimbursement shall be 1/8th of the teacher's base pay.
Additional classes and class assignments can be made each year at the discretion of the Board. Teachers shall lose this additional compensation if the additional class assignment is deleted from his/her schedule at any time.
4. The hourly extracurricular rate of pay shall be \$22.25.

SEVERANCE PAY

A teacher employed full time in the Sand Creek Community School system, Sand Creek, Michigan, for five (5) or more years, who has tenure status in the Sand Creek Community Schools, will be paid terminal leave at the rate of one half of a substitute's daily rate of pay at the time said teacher leaves the Sand Creek Community School system times the unused sick leave days the teacher has accumulated; limited to a maximum of one hundred (100) days earned. All employees terminating employment with the Sand Creek Community Schools and who are eligible for a stipend for unused sick days, shall participate in the Michigan Education Association Financial Services 19.3 plan. All employees will be enrolled in an individual 403(b) plan, prior to termination, by MEA Financial Services. The stipend will be an employer contribution into each employee's tax sheltered annuity with the Paradigm Equities Inc. All employees retiring from the Sand Creek Community Schools who have thirty (30) or more years of service shall participate in the Michigan Education Association Financial Services 19.3 plan. All employees will be enrolled in an individual 403 (b) plan, prior to retirement, by MEA Financial Services. The stipend, as defined in the master agreement, will be an employer contribution into each employee's tax sheltered annuity with the Paradigm Equities Inc.

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

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

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

SUBSTITUTE TEACHERS

A. DAILY SUBSTITUTE'S RATE:

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

B. EXTENDED LEAVE SUBSTITUTION:

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

C. SUBSTITUTION BY CLASSROOM TEACHER:

In any situation where a substitute is not available and a classroom teacher volunteers to utilize any preparation or other period during which he/she does not have teaching duties, said teacher will receive, in addition to his/her regular salary, reimbursement at a rate of \$20.00 per hour.

D. Teachers in grades 5-12, on a voluntary basis, will substitute teach during their preparation period. The compensation, for this voluntary participation, will be the teacher's choice of the following options:

1. One half of a sick day, to be added to the teacher's accumulated sick day total at the end of the school year, for every four (4) periods of substitute teaching.
2. \$15.00 for each period of substitute teaching, which will be paid at the end of the school year (approximately June 28th).
For those teachers choosing option 1, the remainder of periods over a multiple of four (4) will be paid under the conditions of option 2 or, at the teacher's discretion, carried over to the next year.

PROFESSIONAL EDUCATION CERTIFICATE ASSISTANCE

The Board of Education will financially assist teachers in obtaining their initial Professional Education certificate from the State of Michigan. This financial assistance will be in the form of a \$50 per credit hour tuition reimbursement. The maximum amount of the tuition reimbursement for each teacher will be \$900. No financial reimbursement will be made for those teachers who already possess a Professional Education certificate. Financial reimbursement will be made for classes taken after June 1, 2008; no tuition will be reimbursed for classes taken before June 1, 2008. The teacher is responsible for determining the most up-to-date requirements for obtaining the initial Professional Education certificate from the State of Michigan. Reimbursement will be made after ALL the following items have been submitted to the superintendent's office within 60 days of course completion:

- (1) A transcript showing an earned grade of a "B" or better.



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(2) A letter from the teacher stating that courses taken comply with the most up-to-date requirements for obtaining the initial Professional Education certificate from the State of Michigan.

\$1300 shall be paid beginning at the 16th year of experience and each year thereafter, and this process shall continue through the 20th year of experience.

An additional \$1200 shall be paid at the beginning of the 21st year of experience and each year thereafter and this process shall continue through the 25th year of experience.

An additional \$1200 shall be paid at the beginning of the 26th year of experience and each year thereafter and this process shall continue through the 30th year of experience.

Credited teaching experience outside of the Sand Creek School system for initial placement on the salary schedule shall count toward longevity credit.

RETIREMENT

Employees covered under this master contract are requested to notify the Board of Education of his/her retirement intentions no later than December 1 or April 15.

A. RETIREMENT INCENTIVE FOR MEMBERS WITH LESS THAN THIRTY (30) YEARS OF SERVICE

1. To be eligible to receive the retirement incentive, the employee must be an employee of the Sand Creek School system for seven (7) years, the employee must be presently on the highest step of the salary schedule and be eligible, make application for, and be accepted to receive retirement benefits from the Michigan Public School Employees Retirement System (MPERS) commencing at the conclusion of the school year.
2. To be eligible to receive the retirement incentive, the employee must, not later than December 1 for retirement at the end of the first semester or April 15 for retirement at the end of the year, submit to the Superintendent of Schools a written resignation for the purpose of retirement effective at the conclusion of the school year.
3. The notice by the employee shall be contingent upon meeting the eligibility requirements of the MPERS, including eligibility based upon the purchase of the universal service credit by the employer. Proper application to purchase the universal service credit shall be made by the employee to MPERS by April 15th. Subject to applicable contribution limits under the Internal Revenue Code (the "IRC"), the Board shall make a non-elective employer contribution into the (Prudential 11.65) 403b Plan offered by the MEA Financial Services on behalf of each eligible employee no later than May 1st. Any contributions that exceed the Section 415© limits shall be deposited no later than January 15th of the following year.
4. The purchase of universal service credit on behalf of the employee by the district under this incentive is limited to the net actuarial cost of such universal service credit, as determined by MPERS.
5. The board shall purchase, on behalf of the employee, up to two (2) years of universal service credit in the MPERS, as defined in Section 81 of PA 300 of 1980, as amended. This benefit is not intended for employees who do not need to purchase years to be eligible for full retirement under the MPERS requirements. For example: An employee 60 years or older who meets the year requirement is not eligible for this benefit.
6. To be eligible to receive this retirement incentive, the otherwise eligible employee must execute an acknowledgment and release acknowledging that he/she voluntarily elected to retire from his/her employment with the school district and receive the retirement incentive as additional consideration for retirement and fully releasing the school district, the Board and the Association, and their agents, officers and employees from any and all claims, demands, and/or causes of action which he/she has pursuant to the Federal Age Discrimination in Employment Act or the Michigan Elliott-Larsen Civil Rights Act by reason of his/her retirement and receipt of the retirement incentive. A copy of the acknowledgment and release (Appendix A) is incorporated herein by reference.
7. The offer of this retirement incentive is intended by the parties hereto as an additional benefit and consideration for those employees who elect to voluntarily retire and receive benefits from the Michigan Public School Employees Retirement System. The offer of this retirement incentive is limited to those employees who elect to voluntarily retire effective at the conclusion of the school year and who comply with the eligibility requirements as set forth herein.
8. Employees eligible for the retirement incentive described above do not have the option of receiving the amount of money representing the employer's purchase of universal service credit as a direct payment to the employee in lieu of the employer's payment into the (Prudential 11.65) 403b Plan offered by MEA Financial Services.

APPENDIX A –

RETIREMENT INCENTIVE ACKNOWLEDGMENT AND RELEASE

I, _____, hereby acknowledge and affirm that I have voluntarily elected to retire at the conclusion of the _____ school year and commence my retirement benefits from the Michigan Public School Employees Retirement System (MPERS). In exchange, I receive a retirement incentive from the school district in the form of the employer's purchase of _____years of universal service credit on my behalf.

I hereby release the Sand Creek Community Schools, its Board of Education, the Association, and their agents, officials and employees for any and all claims, demands and/or causes of action under the federal Age Discrimination in Employment Act or the Michigan Elliott-Larsen Civil Rights Act by reason of my retirement and acceptance of the retirement supplement stipend. I acknowledge that I have had at least forty-five (45) days to consider my decision to retire and receive this retirement incentive, and that I have had the opportunity to consult with legal counsel, Association representatives and/or others regarding this decision and have elected to retire voluntarily.

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

Employee _____
 Date _____
 Witness _____
 Witness _____

B. RETIREMENT INCENTIVE FOR MEMBERS WITH THIRTY (30) OR MORE YEARS OF SERVICE

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

- 30 YEARS - \$400 PER YEAR
- 31 YEARS - \$375 PER YEAR
- 32 YEARS - \$350 PER YEAR

An additional \$25 will be deducted for each year taught.

2. Payment shall be made on the first day of the last month worked or within five (5) days of notice, if notice is given the first day of the last month worked.
3. The employer's payment shall be reported as part of the employee's gross income subject to taxes.
4. Employees planning to receive this plan benefit shall give written notice of intent no later than December 1, for retirement at the end of the first semester and no later than April 15, for retirement at the end of the school year.
5. To be eligible to receive the retirement supplement stipend, the otherwise eligible employee must execute an acknowledgment and release acknowledging that he/she voluntarily elected to retire from his/her employment with the school district and receive the retirement supplement stipend as additional consideration for retirement at this time and fully releasing the school district, its Board of Education, the Association, and their agents, officials and employees from any and all claims, demands, and/or causes of action pursuant to the Federal Age Discrimination in Employment Act or the Michigan Elliott-Larsen Civil Rights Act by reason of his/her retirement and receipt of the retirement supplement stipend. The acknowledgment and release shall also acknowledge the employee's responsibility for any and all tax consequences and liability resulting from payment of the retirement supplemental stipend. A copy of the acknowledgment and release (Appendix B) is incorporated herein by reference.

APPENDIX B –

ACKNOWLEDGMENT AND RELEASE
RETIREMENT SUPPLEMENT STIPEND

I, _____, hereby acknowledge and affirm that I have voluntarily elected to retire at the conclusion of the _____ school year and commence my retirement benefits from the Michigan Public School Employees Retirement System and receive the retirement supplement stipend of _____ Dollars (\$_____) from the school district as additional consideration for my retirement at this time. Thus, I hereby release the Sand Creek Community Schools, its Board of Education, the Association, and their agents, officials and employees for any and all claims, demands and/or causes of action under the federal Age Discrimination in Employment Act or the Michigan Elliott-Larsen Civil Rights Act by reason of my retirement and acceptance of the retirement supplement stipend. I acknowledge that I have had forty-five (45) days to consider my decision to retire and that I have had the opportunity to consult with legal counsel, Association representatives and/or others regarding this decision and have elected to retire voluntarily. Further, I acknowledge responsibility for any and all tax consequences and liability as a result of the payment of the retirement supplement stipend.

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

Employee _____
Date _____
Witness _____
Witness _____



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APPENDIX C – Approved Provider List

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2. Farm Bureau Insurance Company
3. Gleaner Insurance Company
4. Mass Mutual Life Insurance Company
5. MEA Financial Services/Paradigm
6. AIG Valic

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