

**2008-2009**  
**SUTTONS BAY PUBLIC SCHOOLS**  
**TEACHERS MASTER CONTRACT**  
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ARTICLE 1  
RECOGNITION

- A The Board of Education of Suttons Bay, hereinafter known as the Board, recognizes the Northern Michigan Education Association, affiliated with the MEA/NEA, as defined in Section II, Act 379, Public Acts of 1965 as amended, hereinafter known as the Association, as the exclusive bargaining agent for all certified teaching personnel, counselor(s) and school social worker(s) excluding substitutes, superintendent, principals, and all persons engaged 50% or more of their time in the direct administration and supervision of professional teaching personnel.
  
- B . A teacher shall be defined as anyone who must have a valid teaching certificate as a condition of employment.
  
- C. The Board of Education agrees not to extend these rights to any other labor organization for the duration of this Agreement.

ARTICLE 2  
BOARD RIGHTS AND RESPONSIBILITIES

- A In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Suttons Bay Public School District consistent with community resources, the Board retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, the following:
1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
  2. The right to hire all employees and subject to provisions of the law, to determine their qualifications, to discharge, demote, or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.
  3. The right to establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
  4. The approval of textbooks and teaching materials and various teaching aids.
  5. The right to determine class schedules, class size, the hours of instruction and the assignment of teachers and other employees with respect thereto.
- B . The exercise of the forgoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.
- C . Copies of the Master Agreement shall be printed at the expense of the Board and furnished to all bargaining unit members. The Association shall receive an additional copy.

### ARTICLE 3

#### TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Association shall have the right to use school facilities outside regular school hours consistent with Board policy regarding the public use of these facilities.
- B. The Association may post notices of its activities and matters of Association concern on Staff Room bulletin boards.
- C. Elected representatives of the Association shall be permitted to transact official Association business on school property during non-teaching hours such as lunch time, provided this shall not interfere with or interrupt normal school operations or instructional time.
- D. The Association may use school district mail service, telephone extensions and teacher mailboxes, computers and district e-mail services for communication to teachers.
- E. Under normal circumstances, teachers shall not leave a scheduled class unattended. They shall also be responsible for general supervision of students.
- F. Teachers will make themselves available to assist students during the school day except for the teacher's lunch period and preparation period unless agreed upon by the affected teacher.
- G. Teachers shall participate in scheduled after-school parent or student conferences and faculty meetings and one (1) open house per year. Faculty meetings shall normally be called no more frequently than once a week. Faculty meetings shall be scheduled as follows: The first Wednesday of the month shall be scheduled for general staff meetings. The second Wednesday of the month shall be for grade level or department meetings if needed. The third Wednesday of the month shall be for Professional Learning Communities. Required attendance at Faculty meetings shall normally be expected for no more than one hour duration. Exceptions may be made should the principal or superintendent determine the need for an emergency faculty meeting.
- H. Teachers should view participation in school-sponsored activities as part of their professional responsibilities.
- I. Teachers shall not leave the school grounds during the school day without the prior permission of the building principal or his/her representative. The teacher's lunch period is excluded from this provision; however, teachers leaving the school grounds should notify the principal or his/her representative of their unavailability.
- J. Academic freedom shall be guaranteed to teachers and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility set forth in the code of ethics of the education profession. In the enjoyment of such guarantees, the Association recognizes the Board bears ultimate responsibility for the determination of the curricular structure of the school system.
- K. No bargaining unit member shall be disciplined without just cause.
- L. A bargaining unit member shall be entitled, at the request of the bargaining unit member, to have present a representative of the Association during any meeting with the administration where disciplinary action can reasonably be expected. The administration will inform the employee of this right prior to any meeting where any disciplinary action might take place. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present.
- M. The teacher shall be entitled to the full rights of citizenship and no lawful Association, religious, or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

- N. Teachers will have the right to review the contents of their records and files excluding those documents excluded from the definition of personnel record under the Bullard-Plawecki Employee Right to Know Act and to have a representative of the Association accompany him/her to such review. Reviews will be conducted at times convenient to the administration.
- O. No material, originating after initial employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material.
- P. No action will be taken on any complaint against a teacher unless the complaint is in writing and signed by the complainant.
- Q. The teacher may submit a written notation within ten (10) working days of knowledge of material regarding any material including complaints and the same shall be attached to the file copy of the material in question.
- R. When a teacher is requested to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material.
- S. At the beginning of the school year, the Association shall be credited with ten (10) non-cumulative days during bargaining years and seven (7) non-cumulative days during non-bargaining years to be used to conduct Association Business. These days may be used by the Association Officers or their designees who are members of the Association to conduct association business under the following conditions:
  - 1. The Association shall request such leave from the Superintendent or his/her designee not less than forty-eight (48) hours in advance.
  - 2. No more than three (3) members may take said leave on the same day.
  - 3. No more than two events per month will be used for such leave.
  - 4. The Association shall reimburse the district for the cost of a substitute teacher if a substitute is hired.
  - 5. The Request for Association Business Leave Form will be used stating the reason for the requested leave.
  - 6. If extenuating circumstances warrant, the Superintendent may waive any of the above conditions.

ARTICLE 4  
DEFINITIONS

A. For the purpose of this agreement, the following definitions apply:

1. The term "days" shall mean the days of the week (Monday through Friday, excluding Saturday and Sunday) including the summer but excluding breaks in the calendar (e.g. Thanksgiving Day, Christmas vacation, etc.).
2. "Seniority" shall be defined to mean the length of continuous, uninterrupted teaching service in this district. Seniority shall not accrue during an unpaid leave of absence (except in an approved educational leave) or during layoff but shall be frozen for the period of layoff or leave.
3. "Certified" shall be defined as possessing a valid provisional, permanent, continuing certificate or Michigan Department of Education authorization appropriate to the teaching assignment.
4. "Qualified" shall mean:
  - a. In the elementary grades (PK-5) the holding of an elementary teaching certificate. In addition, teaching positions in art, music and physical education must also possess specific certification in the subject to be taught. The Board recognizes the need for Montessori trained teachers in the Montessori program. The Board also recognizes the realities of a district with declining enrollment. To address this issue, teachers who wish to receive training to qualify for these positions will be offered training at District expense in the Montessori system, even if no current opening exists.
  - b. In grades 6-8, a Michigan teaching certificate as defined in Part 1 of the teacher certification code, as well as compliance with current Elementary and Secondary Education Act (ESEA) language (NCLB HQ rules) in the subject area to be taught is required. Teacher in vocational designated areas need to have vocational certification as well.
  - c. In grades 9-12, an academic major or coursework equivalent to an academic major or in compliance with current Elementary and Secondary Education Act (ESEA) language appropriate to the teaching assignment.
5. Teacher preparation period is defined as a time for teachers to plan lessons, correct papers, communicate with parents, consult and collaborate with peers, design curriculum materials, produce copies for student use and research information on students.

ARTICLE 5  
TEACHING ASSIGNMENTS AND TEACHING LOADS

- A. The administration is solely responsible for determining the assignment of teachers within the district.
- B. The Board will make every attempt to keep the student-teacher ratio at 17-1 Pre-K; 22-1 in K-2; 25-1 in 3-4 or less per room in the elementary building and 30-1 or less per room in 5-12 with the exception of Band and Choir. Any elementary class assigned more than thirty (30) students will, upon request of the affected teacher, be assigned an adult aide for one (1) hour per day for each additional student. Any secondary class (other than music) assigned more than thirty (30) students and more than 28-1 ratio for all classes will, upon request of the affected teacher, be assigned an adult aide for one (1) hour per day for each additional student.
- C. In the laboratory class of: science, technical education, home economics, computers, the number of pupils shall be no more than the number of stations or work spaces provided. Small emergency additions beyond these limits will be made only with the classroom teacher's approval.
- D. Each teacher shall be given notification of his/her tentative teaching assignment for the upcoming year prior to the close of school. The Association will be given a tentative master schedule of all teaching assignments prior to the end of school.
  - 1. Changes, if necessary, will be discussed with the teacher(s) involved. If changes are made after the close of school, written notification to the teacher(s) will be made.
  - 2. If changes are made after August 15 for the coming year, they shall be subject to approval by the teacher(s) involved,
- E. Secondary teachers shall normally have no more than four (4) subject matter preparations. In cases of emergency, as deemed necessary by the superintendent, a teacher, after prior consultation with the superintendent or his/her designee, may have his/her assignments changed and/or an additional subject matter preparation may be added for one (1) school year. This change shall not be mandatory in the next school year unless the teacher volunteers to teach the additional preparation.
- F. Teachers assigned to a conventional schedule shall have one (1) regular class period per day or its equivalent per week as unassigned preparation time. Teachers assigned to an unconventional schedule shall receive the equivalent number of minutes per week as a minimum preparation time. Any modular, block or otherwise unconventional schedule shall require staff involvement in the development process and consultation with the Association. Teachers assigned to both elementary and secondary levels shall not fall under this article but are to have one preparation period per day or its equivalent. Part-time teachers shall be assigned a pro rata amount of time for preparation time.
- G. Academic lab will not be counted as a classroom preparation. All classes bearing the same title and description shall count as one (1) preparation.
- H. Teachers shall have one (1) daily preparation period equal to a normal class period or its equivalent per week in a conventional schedule or in a block schedule, an amount of time corresponding to 1/7 of a class day or its equivalent per week. Elementary teachers will be allowed a minimum of twenty (20) consecutive minutes per day planning time. Teachers and administrators will work together to try to schedule team prep time in a meaningful amount of time.
- I. Each marking period will be considered individually when scheduling preparation time.

- J. The Guidance Counselor(s) shall work for a total of five (5) days between the end of the school year and June 30, and five (5) days between July 1 and the start of school. These days will be scheduled for the week following the end of the school year, and the week prior to the start of the next, unless other arrangements are mutually agreed upon by the counselor(s) and the administration. The counselor(s) will be compensated per diem based on salary.



ARTICLE 6  
TEACHING CONDITIONS

- A. The Board shall provide:
1. A separate desk for each regular classroom teacher in the district with a lockable drawer space wherever possible.
  2. Lockable closet space for each regular classroom teacher to store coats and other personal items.
  3. Chalkboard or marker board in every regular classroom.
  4. Storage space in each classroom for instructional materials.
- B. The Board shall maintain phones in the Staff Rooms for the primary use of the teachers during the school year. The phones are for school-related business or personal business of teachers to be conducted during time not assigned to classroom work. Any toll charges made by the Association or during the school day shall be the financial responsibility of the Association.
- C. The Board shall reimburse a teacher for personal property either stolen or damaged, which is being used for strictly instructional purposes, provided advance approval for instructional use is given in writing by the building principal. The building principal shall be informed of the use of such articles, the dates of such use, place of storage, and the value of the property. If, in the opinion of the principal, the risk is not equal to the instructional gain, such property shall not be used in the schools. Property not reported to the principal shall not require reimbursement if damaged or stolen.
- D. Every possible means will be employed to remove strictly clerical duties such as collection of money, etc., from the teacher. Secretaries and employed aides will assume these duties.
- E. Classroom discipline is primarily the responsibility of the classroom teacher. Whenever it appears that a particular pupil requires assistance which the classroom teacher cannot provide, the administration will act to assist the teacher with respect to said pupil.
- F. A teacher may exclude a pupil from one (1) class period when the continued presence of the student in the classroom becomes 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. After the incident, a consultation will be held between the principal and the teacher.
- G. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- H. Teachers shall report for work fifteen (15) minutes before the beginning of classes and shall be free to leave fifteen (15) minutes after the schedule of classes has ended. On days preceding holidays or vacations, the teachers may leave at the close of the pupil's day.
- I. All teachers will be guaranteed a duty-free lunch period. The Association recognizes that emergencies may occur requiring temporary supervision and assistance by the teaching staff until such emergencies cease. Changes in length of lunch period will be mutually discussed with building administration and staff and brought to superintendent and EA president for review before implementation.

- J. Should regular elementary or secondary teachers volunteer and be assigned for recess duty, they shall be compensated for such duty at the same daily rate as School Improvement activities or comp time may be earned at the rate of two hours work for each hour of compensation time earned.
- K. Should it become necessary to increase instructional hours/days to meet the state requirements for full funding, or change the daily schedule in any way, the Board and Association will meet to seek a mutually acceptable solution to satisfy those requirements. All areas of the curriculum including calendar, schedule times and recess will be considered. This meeting shall occur by August 1<sup>st</sup> of each year. Any additional time is to be scheduled and approved in writing by the Association president and the superintendent.

L. Least Restrictive Environment

While the parties acknowledge the policy of Least Restrictive Environment (LRE) is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to that student's unique needs determined by an Individual Educational Plan (IEP) on an individual basis.

Further, the parties recognize that whether any handicapped student's participation in Regular Education programming can be achieved satisfactorily will depend upon the multiplicity of factors including, most notably, proper planning and coordination of the student's Regular and Special Education programming, appropriate supportive assistance to Regular Education personnel and the reasonableness of the demands placed upon Regular Education classroom personnel and the non-handicapped students in those classrooms.

Recognizing periodic changes in student status and enrollment subsequent to the start of the school year, the administration, to the extent possible, will strive to equalize the placement of handicapped students. This equalization will not apply if the teacher volunteers to take additional handicapped students. In such situations, the administration, when possible, will reduce class size by an equivalent number on a one-to-one basis.

The administration shall provide pertinent and legal information to the affected teacher(s) regarding placement of LRE students in their classrooms upon the teacher's request and whenever possible prior to such placement. The purpose of providing this information shall be to promote a school climate that is receptive to the placement and to maximize the potential of the student while minimizing possible areas of concern. Should prior provision of such information not be possible, the information shall be provided as early as can be arranged after the placement has occurred. At the teacher's request, information and/or training opportunities will be provided regarding appropriate instructional techniques and behavioral management for dealing with varying physical, mental, and emotional problems of mainstreamed students.

M. Medically Fragile Students

Bargaining unit members, except a school nurse, shall not be required to provide school health services except in an emergency situation or for services or procedures that they have completed any necessary training and has been agreed upon by the involved parties in the IEP.

ARTICLE 7  
GRIEVANCE PROCEDURE

- A. A grievance shall be a complaint by a teacher, teachers, or the Association that there has been a violation of any provision of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article;
1. The termination of services of, or failure to reemploy, any probationary teacher.
  2. The termination of services or failure to reemploy any teacher to a position on the extra-curricular schedule.

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 its own representative(s) within each building to process grievances. The Board designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his/her designee to act at Level Two as hereinafter described.
- C. Written grievances under this article shall conform to the following specifications:
1. It shall be signed by the grievant(s) and the Association.
  2. It shall be specific.
  3. It shall contain a synopsis of facts giving rise to the grievance.
  4. It shall cite the specific section(s) alleged to have been violated.
  5. It shall contain the date of the alleged violation.
  6. It shall specify the relief requested.
- D. Any grievance not in compliance with C. (1 -6) supra, may be challenged as improper. Grievances challenged under this provision shall be corrected within time limitations hereinafter set forth.
- E. Time limitations hereinafter established may be extended only by written, mutual consent of the parties.
- F. Level One: A teacher or the Association alleging violation of any provision of this Agreement shall, within ten (10) days of the alleged violation, orally discuss the grievance with the building principal. An association representative may be present at this oral conference. If no resolution is obtained within two (2) days of the discussion, the teacher shall reduce the grievance to writing as described in C. (1-6) supra. The written grievance form must be submitted to the principal within two (2) days of the oral discussion. Within five (5) days of the receipt of the grievance, the principal shall answer the grievance expressing written disposition with a copy of the grievance returned to the aggrieved.

If no decision is rendered within five (5) days of the receipt or the decision is unsatisfactory to the grievant and the Association, the grievant shall, within five (5) days, appeal same to Level Two by filing such written grievance.

- G. 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 five (5) days of receipt of the written grievance, the superintendent or his/her designated agent shall arrange a meeting with the grievant(s) 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 and the Association building representative.

If no decision is rendered within five (5) days of the discussion or the decision is unsatisfactory to the grievant and the Association, the grievant shall, within five (5) days, appeal same to the Board of Education by filing such written grievance.

- H . Level Three: The secretary of the Board, on receipt of the written grievance, shall place the grievance on the agenda for the next regularly scheduled meeting of the Board. The Board shall render its decision not later than twenty (20) days after its hearing of the grievance.
- I . Level Four:
  - 1 If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of a mutually selected arbitrator to hear the grievance. If the parties cannot agree on an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.
  - 2 . The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed in effect.
  - 3 . The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of this agreement.
  - 4 . The arbitrator's fees and expenses shall be shared equally by the Board and the Association. All other expenses shall be paid by the party incurring the expenses.
  - 5. Arbitration hearings shall be held in the district unless the parties mutually agree to another location.
- I . Should a teacher or the Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher or the Association fail to appeal a decision within the limits specified, further proceedings of the grievance procedure shall be barred. Should the administration or the Board fail to respond to a grievance within the time limitations herein established, the grievance shall be automatically advanced to the next level.
- K . The processing of grievances or any consideration thereof, shall not be conducted during duty hours except by mutual consent.

ARTICLE 8  
TEACHER EVALUATION/MENTOR TEACHERS

A Teachers shall be evaluated on all aspects of their regular teaching duties in the district.

1. The pre-evaluation conference is an important aspect of the process. It is when the teacher is able to inform the evaluator of classroom objectives, methods and materials planned for the teaching/learning situation. This conference needs to be substantial and that is the reason for contract language specifying length of 15 minutes or more.
2. There are two main scenarios that could occur in the process:

Observation     $\Rightarrow$     Pre-evaluation conference     $\Rightarrow$     Evaluation

(Within this scenario, there is a contractual specified time of 3-7 days between the pre-evaluation conference and the written formal evaluation. This would allow for reflective thinking and analysis of the information discussed.)

or

Pre-evaluation conference     $\Rightarrow$     Observation     $\Rightarrow$     Evaluation

3. The Teacher Performance Appraisal Form will contain an area that will indicate the scenario used, the dates and lengths of time of each main step.
  4. Teachers are always on duty during their work day and aspects of their time in hallways, workrooms, staff meetings, etc, as specified by the Master Agreement.
- B. Probationary teachers shall be evaluated at least three (3) times per year with the first evaluation to be conducted not later than December 1 or ninety (90) days after hire.

The probationary teacher will be provided with an Individualized Development Plan developed by appropriate administrative personnel in consultation with the individual teacher.

The probationary teacher will be provided with at least an annual year-end performance evaluation. The annual year-end performance evaluation shall be based on, but is not limited to, at least 2 classroom observations held at least 60 days apart, unless a shorter interval between the 2 classroom observations is mutually agreed upon by the teacher and the administration.

The year-end performance evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his/her individualized development plan.

At least 60 days before the close of each school year, the Board shall provide the probationary teacher with a definite written statement as to whether or not his/her work is satisfactory.

Tenure teachers shall be evaluated at least once every 3 years.

Nothing in this article shall be construed to prevent a teacher from requesting any additional evaluation. The formal evaluation classroom visitation shall not take place the day immediately preceding or following a vacation.

- C. Evaluations shall be conducted by the building principal or the superintendent or their certified designee or a recognized authority in a particular field. Evaluation observations will last not less than thirty (30) minutes.

- D The teacher shall inform the evaluator of classroom objectives, methods, and materials planned for the teaching/learning situation. A pre-conference of at least fifteen minutes for this purpose shall be held no more than 7 nor no less than 3 work days prior to the formal evaluation. The time limitation may be waived by mutual consent.
- E . Within ten (10) days of any written evaluation, the administrator will hold a conference with the teacher and will discuss the evaluation. Three (3) copies of the evaluation will be prepared. One (1) copy of the evaluation will be presented to the teacher, one (1) copy shall remain in the principal's personnel file, and one (1) copy shall be signed by the teacher and placed in the teacher's personnel file by the last day of the school year.
- F . Inadequacies identified in the teacher's performance will be accompanied by those recommendations deemed necessary to assist the teacher in correcting problems.
- G. Should a teacher object to the contents of the evaluation, he/she may attach a copy of objections or explanations to the evaluation.
- H The teacher's signature on the evaluation does not imply agreement with the contents of the report.

#### MENTOR TEACHERS

- I . As state law mandates, each teacher in his/her first three (3) years of employment shall be assigned a mentor by the administration. The mentor teacher shall provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide assistance, resources and information in a non-threatening collegial fashion.
- J . Mentor teachers shall primarily be tenure teachers, currently working in the district. It is understood that if no appropriate mentor teacher is available from this group, mentor teachers may be retired teachers/ administrators, or college professors, or other as allowed by law.
- K. The administration will first seek volunteer mentors. In the event there are no volunteers, the administration shall assign mentors as needed in consultation with the Association.
- L . An effort will be made to match mentor teachers and new teachers who have the same area of certification and/or work assignment.
- M. Mentor and mentee teachers will have no formal involvement in the evaluation process of each other and their relationship will be collaborative and confidential.
- N . New teachers shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching. Time other than scheduled work days shall be voluntary. Appropriate expenses shall be paid by the District.
- O. Upon request, the administration may make available reasonable release time so the mentor teacher may work with the new teacher in his/her assignment during the regular work day.
- p . No later than the end of the first year that a person serves as a mentor teacher, he/she may attend a workshop or conference as directed by the administration for the purpose of training those who serve as a mentor. Appropriate expenses shall be paid by the District.
- O. The mentor teacher assignment will typically be for one (1) year, subject to renewal and shall be reviewed by the administration. Either party may terminate the assignment by serving written notice to the other.
- R . Teachers and the Association will be encouraged to provide input to the employer in the development of the guidelines and responsibilities for mentor teachers.
- S . If the state regulations regarding mentor teachers change, the Board and Association will mutually review this section.

ARTICLE 9  
REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- A. It is recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum when necessity dictates. The teachers will comply with the Michigan Department of Education (MDE) guidelines (see attachment) for teachers to become highly qualified per compliance with the No Child Left Behind (NCLB) Act of 2001. Failure to meet the guidelines and requirements for being considered highly qualified would result in layoff from the district for up to three years unless the teacher becomes highly qualified at which time said teacher would be recalled according to the recall language in Article 9.

In the event of a reduction in personnel, the Board shall retain tenured teachers with the greatest seniority provided they are certified and qualified to teach the remaining positions.

It is expressly understood that the Association shall have the right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.

- B. At the beginning of each school year, the administration shall prepare a seniority list. Copies shall be posted in the teacher's workrooms, and a copy given to the Association President by October 15th. Any teacher may submit a challenge in writing 10 working days of the posting of the seniority list. The Association and administration will meet to review the challenge and correct or affirm the list. In the event more than one individual has the same effective date of hire (defined to be the first formal working day as a Schedule "A" teacher in this system), the individuals in the presence of a representative of the Association and the Board shall draw lots to determine which individual has the greatest seniority.
- C. A teacher shall lose seniority rights if he/she retires, resigns, or is discharged for just cause.
- D. In the event of layoff, probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified, and available to perform the duties of the position the probationary teacher is vacating or unless the position the probationary teacher is vacating is eliminated altogether.
- E. If further reduction is necessary, tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of certification, qualification, and seniority. Layoffs made pursuant to this provision shall be made in inverse order of seniority.
- F. In the event a teacher's position is eliminated, the Board will employ that teacher in a position held by the least senior teacher, if that teacher whose position has been eliminated is qualified and certified for the position held by the less senior teacher.
- G. Seniority shall not accrue during an unpaid leave of absence (except in an approved educational leave) or during layoff but shall be frozen for the period of layoff or leave.
- H. Teachers shall be recalled from layoff in inverse order of layoff, provided the teacher is certified and qualified for the vacancy. A teacher's right to recall shall be for a period of time equivalent to the teacher's years of service to Suttons Bay Schools. The Board shall give written notice of recall from layoff by sending a certified letter to said teacher at the teacher's last known address. Said teacher must respond, in writing, within ten (10) days of receipt of letter or forfeit the right to recall with the Suttons Bay Schools. The burden to keep the Superintendent's Office informed of any changes of mailing addresses for the purpose of notification is the teacher's responsibility.
- I. A teacher who is laid off and is subsequently paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer following the lay-off, and who is then subsequently recalled to a teaching position at the beginning of the next school year shall have his/her teaching compensation reduced by the gross dollar amount of the unemployment compensation benefits he/she was eligible for and received prior to being recalled and returning to his/her position with the District.

ARTICLE 10  
LEAVES OF ABSENCE WITH PAY

- A At the beginning of each school year, each teacher shall be credited with ten (10) days of sick leave, the unused portion of which may accumulate from year to year to a maximum of one hundred twenty (120) days. The teacher may use all or a portion of this leave to recover from his/her own illness/injury. In the case of an emergency, additional sick days may be granted at the discretion of the Board or its designee.

(The interpretation of this article for an employee who has over 110 days accumulated as of September 1 of the new year will be that said employee will have the use of the number of sick days accumulated plus 10 additional days for the new contract year (Example: accumulated days of 117 plus new contract years sick days of 10 equals available sick days for that contract year of 127. If four days were used, the accumulated total at the end of the year would be 120.).

- B . A teacher may take a maximum of five (5) bereavement days per school year for a death in the immediate family, not chargeable against the sick leave balance. Immediate family shall be the teacher's parents, parents-in-law, spouse, children, siblings, step-parents, grandchildren, grandparents, or sister/brother in law. Any days needed for bereavement which are not part of the aforementioned family will be deductible from sick leave and are to be considered on a case by case basis by the superintendent or his/her designee.
- C. A teacher may use sick days to attend to the illness/injury of a member of the immediate family. In the case of an emergency, additional sick days may be granted at the discretion of the Board or its designee.
- D. When a teacher's sick leave has been exhausted, such teacher may be granted additional sick leave days in number not to exceed thirty (30) days, plus the days which the teacher has contributed to the sick leave bank. In order to be eligible to draw from the bank, the teacher must present a doctor's certificate of illness or injury (from a non-immediate family physician as defined in Subsection 38.4). These additional sick leave days will be drawn from a sick leave bank, the formation and administration of which shall be as follows:
1. Any teacher may contribute from his/her accumulated sick leave one (1) day per school year to a bank of sick leave of a total of five hundred (500) days. Individual authorization cards shall be placed in chronological order and the contributed days shall be used to maintain the bank at the maximum of five hundred (500) days. All authorization received in excess of the five hundred (500) days shall be maintained on file and shall be used to replenish the bank when necessary.
  2. The Superintendent or his/her duly authorized representative shall notify the SBEA when the bank has been depleted to two hundred (200) days. Thereafter, it shall be the responsibility of the teachers in their discretion to replenish the Sick Leave Bank to its maximum level of five hundred (500) days by authorizing a deduction on his/her card which is on file with the Business Office.
  3. The Sick Leave Bank shall be available to all teachers in the school district who have made a contribution to the Bank. Sick bank cards will be distributed at the first staff meeting at each building and accepted in the Business Office only if received by the deadline indicated.
  4. The Sick Leave Bank shall be administered by the Business Office, and reviewed by two (2) persons designated by the Superintendent and two (2) authorized representatives of the SBEA.



These persons shall be the Sick Leave Bank Committee, which shall review all matters related to the Sick Leave Bank. The decisions of the committee shall be advisory to the Superintendent or his/her designee.

- E. A teacher required to perform jury duty or appear as a witness under subpoena in a court of law shall remit the court-paid fee, less court-paid expenses, directly to the administration. The teacher shall be paid salary during time served on jury duty during school calendar days.
- F. Approved Absence Days: At the beginning of each school year, each teacher shall be granted two (2) non-cumulative Approved Absence Days to conduct business which cannot be conducted outside regular school hours. Unused days will be carried over as sick days. The use of Approved Absence Days shall be subject to the following conditions:
- 1) Notification must be made in writing stating the requested absence to the Superintendent or his/her designee at least twenty-four (24) hours prior to the day requested using the Approved Absence Request Form (Appendix D).
  - 2) Approved Absence Days shall not be used for financial gain or recreational (hunting, camping, shopping, etc.) purposes.
  - 3) Approved Absence Days may not be taken the day before or day after a holiday or vacation period. Leaves may not be taken the first day of the school year or the last day of the school year.
  - 4) Exceptions to the above provisions may be granted on a case-by-case basis by the Superintendent whose decision shall be final.
  - 5) Improper use of Approved Absence Days by an employee will result in a dock day(s).
- G. Professional Development Time
- The Board recognizes the importance of professional development time and shall allocate funds for staff professional development in the budget. This time shall not be deducted from sick leave or any other leave unless requested by the teacher. The teacher planning to use professional development time shall confer with and obtain approval from his/her principal at least one (1) week in advance of his/her absence. The teacher shall leave complete plans and adequate materials for substitute use. The Board shall provide for a substitute teacher and reimburse for agreed upon fees, housing, mileage and meals. When possible, members of staff who share responsibilities will attend the same conference to consolidate expenses.

Professional development time shall be used for the purpose of:

- 1) visitation to view other instructional techniques or programs;
- 2) conferences, workshops, or seminars conducted by colleges and universities, professional organizations as related to their teaching or co-curricular assignment.

ARTICLE 11  
LEAVES WITHOUT PAY

- A. A leave of absence may be granted by the administration. Any leave of absence under this provision shall be taken without pay or accrual of contractual benefits (e.g., sick leave) except as provided for in the Family Medical Leave Act. Leaves may be granted for the following reasons:
1. Full-time academic study related to the teacher's teaching area.
  2. Full-time attendance in an academic program to obtain qualification in an area outside the teacher's teaching area.
  3. Other full-time educational participation involving demonstrable advantage to the district.
  4. Campaigning for a full-time political office.
  5. Recovery from an illness/injury which exceeds the accumulated sick days allowance upon presentation of medical evidence demonstrating the nature of the illness/injury.
  6. Other reasons (e.g., maternity, child care, adoption) approved in conformity with the provision of this Agreement, at the discretion of the Board.
  7. Leaves for medical reasons.
- B. Teachers required to perform military service will be granted leave of absence under provisions of applicable federal law.
- C. A leave of absence must be requested in writing to the superintendent not less than thirty (30) days prior to the desired starting date of the leave. The actual starting date and date of return from leave will be decided by mutual agreement of the teacher and the superintendent. Exceptions to this provision may be granted at the discretion of the Board.
- D. An extension of the leave, not to exceed one (1) year, may be granted at the discretion of the Board provided that the teacher places a request for extension in writing not later than forty-five (45) days prior to the return date established under Paragraph D supra. Exceptions to this provision may be granted at the discretion of the Board.
- E. Those individuals on leave of absence for a regular school calendar year must inform the superintendent's office of their intent to return on or before April 1 of the school year during which the leave is in effect or forfeit their right to return. For those other leaves of absence of a one-year duration, notification of intent to return must be made to the superintendent's office at least sixty (60) days prior to the stated date of return from said leave or forfeit the right to return.
- F. Upon return from a leave of absence, a teacher shall be assigned to the former position, if available, or an equivalent position.
- G. A teacher may use accumulated sick days up to the starting date of the leave provided he/she performs all contractual duties and responsibilities.
- H. Teachers on unpaid leave of absence who desire to maintain their medical insurance may, subject to the provisions of the carrier, make provision for payment of the premium. The Board has no obligation to pay any insurance premium for a teacher on unpaid leave of absence except as provided for in the Family Medical Leave Act.

ARTICLE 12  
VACANCIES AND TRANSFERS

- A. The Board agrees to give notice of any vacancy in any teaching position to the President of the Association ten (10) days prior to filling the position or five (5) days in case of an emergency. Teachers desiring to be considered for any vacancy must apply in writing for the position to the Superintendent. Vacancies shall be filled on the basis of certification, qualification and seniority. Teachers who are interested in applying for a change in position shall submit a written request for transfer to the Superintendent informing him/her of such interest April 15 of each year. Should vacancies occur during the summer, the Association President shall be provided a notice of vacancy and a list of all teachers who submitted a request for such a position. Summer notices shall be mailed to the Association President's last known address. If a teacher who does not receive a summer paycheck informs the superintendent in writing that they desire a copy of postings, the superintendent shall mail the job posting directly to the person so desiring a change in position. The Board agrees to mail summer postings with summer payroll.
  
- B. Vacancies occurring between August 1 and September 15 may be filled by the Board without regard to posting requirements. Notice of vacancies filled under this paragraph shall be given to the Association President or his/her designee. Any teacher who wishes to be considered for any vacancy which he/she may anticipate occurring during this period may submit a request to the Superintendent not later than June 1. Teachers submitting such requests will be automatically considered for any vacancy arising during the above period.
  
- C. The Board agrees to give first consideration to its own personnel for the filling of vacancies; however, the filling of vacancies is solely a responsibility of the administration.
  
- D. Any new positions shall be posted with accompanying job descriptions. The Board supports a policy of considering filling vacancies, including supervisory positions, from within its own teaching staff but is not required to do so.

ARTICLE 13  
SCHOOL IMPROVEMENT

- A . The Board, Administration, Teachers and Association recognize the necessity of maintaining an on-going District-wide and individual building school improvement process and the importance of continued recognition and development of quality educational services as a priority and shared goal of the parties.
- B . The term School Improvement Plan as used in this Article shall mean and apply to a School Improvement Plan as provided in Public Act 197 of 1989 and P.A. 25 of 1990 as amended in 1991 and in State of Michigan Accreditation requirements.
- C . The Board and Association recognize that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours and other conditions of employment and that the terms of the contract shall not be altered or modified through the school improvement process unless mutually agreed to in writing by both parties. In the event of an irresolvable conflict between a school improvement plan and the collective bargaining agreement, the collective bargaining agreement shall prevail.
- D . For school improvement to be successful, all parties should be committed and involved in the process. While the involvement for teachers in the school improvement process shall be primarily voluntary, there may be times that all staff may be required to participate. Should school improvement meetings or activities be scheduled during an employee's regular work day, the employee shall not suffer loss of pay to attend such meetings or activities.
- E . Should school improvement activities be requested by the Administration on days other than those in the normal school calendar (i.e. summer, spring vacation, winter vacation) the staff participating will be compensated at \$110.00 per day in 2008-09 or equivalent comp time not to exceed two days during the current school year requested by the teacher and scheduled through the Administration. Participation under this Section E shall be strictly voluntary.
- F . The Superintendent shall provide copies of all building level School Improvement Plans, Annual Education Reports, other reports, recommendations of the committees, and meeting minutes that are produced to the Association within a reasonable time upon request.
- G . It is understood that School Improvement Committees will not address grievances of the Master Agreement, will not evaluate individual employee performance, will not address discipline of employees and will not address wages or fringe benefits.
- H . The Association President and Superintendent or their designees shall meet at the request of either party to discuss any concerns or problems which may arise under this article.

ARTICLE 14  
TEACHER COMPENSATION

- A. Teacher salaries are appended to this Agreement as Schedule A.
- B. Compensation for extra-curricular activities is appended to this Agreement as Schedule B.
- C. At the end of the school year, teachers shall have the option to choose salary payments on the basis of twenty one (21) or twenty six (26) equal installments for the following year. These payments will be made every other Friday commencing with the second Friday following the opening of school. Approximately every 7 years an adjustment will need to be made to align the schedules by utilizing 22 and 27 equal installments.  
  
Any teacher leaving the system may have the remainder of earned salary paid in full.
- D. Teachers who complete academic courses for additional compensation on the salary schedule will be so advanced provided all courses are completed and an official transcript is provided to the Superintendent not later than the first teacher work day of the school year. Courses completed during the school year which require advancement will not entitle the teacher to advancement until the start of the next school year.
- E. All course work for advancement on the salary schedule must receive prior approval of the Superintendent. This provision is not subject to the grievance procedure but the teacher may request a meeting with the Superintendent to discuss any rejection.
- F. Advancement on step will occur at the beginning of each school year.
- G. Potential additional class hours over a normal contract to be assigned to a teacher for the Fall Semester will be discussed with the Association prior to the end of the school year and reviewed before the start of classes in the Fall if any changes occur. Likewise, any changes for Second Semester will be discussed with the teacher and the Association one month prior to the start of the Second Semester.
- H. Teachers taking District approved courses beyond the Bachelor's Degree at State-supported accredited institutions in Michigan will be reimbursed for fifty (50%) percent of the tuition charges of the institution offering the course times their FTE employment status rate.
- I. The District shall reimburse each teacher for the cost of taking the Michigan Test for Teacher Certification (MTTC) to become highly qualified under the Elementary and Secondary Education (ESEA) for each test taken.
- J. If High School teachers are assigned by the Principal to spend time to develop and/or score tests for students Testing Out of High School courses, the teachers will be compensated on a hourly basis using the School Improvement rate or equivalent comp time.
- K. Comp time may continue to be utilized as an option to paid compensation for the life of this contract. This includes its accumulation, use, and banking of comp time hours. No more than two (2) teachers per building may use comp time on the same day. Requests for use of comp time will be processed in the order they are received. Date of receipt will be considered, not time of day. If more than two (2) requests for the same date are received in one day the tie breaker shall be seniority. Requests for use of comp time will be processed for the current school year only. The carryover will be limited to 70 hours and the hours over 70 will be paid off at the school improvement rate.

ARTICLE 15  
INSURANCE

A. The Board shall provide MESSA PPO Choices II PAK A and PAK B health insurance plan described below for the employee, employee and spouse or children, or full family.

PAK A PLAN: FOR EMPLOYEES NEEDING HEALTH INSURANCE

HEALTH: MESSA CHOICES II  
\$10/\$10 Rx Reimbursed by the District to \$5/\$10 Rx according to the following plan:

NMEA  
\$10 Rx Reimbursement Plan

The Board of Education shall reimburse the difference on each prescription co-pay for the \$10 Rx plan as follows:

Up to	34-day supply	\$5.00
	90-day supply	\$15.00
	90-day supply mail order	\$18.00

LTD: 70% OF MAX ELIGIBLE SALARY, \$5000 MONTHLY MAX, 60 CALENDAR DAY MODIFIED FILL, PRE-EXISTING LIMITS WAIVED, ALCOHOL/DRUG & MENTAL NERVOUS-TWO YEARS, FAMILY SOCIAL SECURITY OFFSET, NO SURVIVOR INCOME, FREEZE ON OFFSETS, NO EDUCATIONAL SUPPLEMENT, 2 YEAR OWN OCCUPATION, 5% MINIMUM PAYOUT

NEGOTIATED LIFE: \$50,000 AD&D

VISION: VSP-2 SILVER

DENTAL: 100X/70/70 \$1200 CLASS I, II, III  
70: \$3000 CLASS IV LIFETIME MAX.

PAK B PLAN: FOR EMPLOYEES NOT NEEDING HEALTH INSURANCE

LTD: 70% OF MAX ELIGIBLE SALARY, \$5000 MONTHLY MAX, 60 CALENDAR DAY MODIFIED FILL, PRE-EXISTING LIMITS WAIVED, ALCOHOL/DRUG & MENTAL NERVOUS-TWO YEARS, FAMILY SOCIAL SECURITY OFFSET, NO SURVIVOR INCOME, FREEZE ON OFFSETS, NO EDUCATIONAL SUPPLEMENT, 2 YEAR OWN OCCUPATION, 5% MINIMUM PAYOUT

NEGOTIATED LIFE: \$50,000 AD&D

VISION: VSP-2 SILVER

DENTAL: 100X/70/70 \$1200 CLASS I, II, III  
70: \$3000 CLASS IV LIFETIME MAX.

B. Teachers not electing health insurance coverage may apply up to the amount of the single subscriber premium toward any options of the bargaining member's choice including cash. Any amounts exceeding the

Board subsidy shall be payroll deducted. An open enrollment period shall be provided from September 1 to October 1.

- C. The health insurance benefit for teachers working less than full-time shall be prorated.
- D. If an employee terminates his/her employment for reasons other than illness prior to June, his/her subsidy shall terminate on the first of the month following.
- E. In cases where cost of coverage exceeds the amount of subsidy, the excess shall be payroll deducted from the employee or otherwise paid by the employee.

ARTICLE 16  
EARLY RETIREMENT INCENTIVE

Any teacher who is eligible to retire under the Michigan Public School Employees Retirement System and has not less than ten (10) consecutive years of service as a teacher in the Suttons Bay Schools shall have the option to be granted an early retirement supplemental pay incentive equivalent to the purchase of universal buy-in credit subject to the following conditions:

1 Conditions

- A. An employee must retire and not accept a position that is covered by the MPSE Act.
- B. An employee must be at Step 26 of the salary schedule in order to apply. A less than full-time teacher will be prorated for full dollar amount according to employment time. The Board of Education shall have the sole right to waive this requirement when there is a substantial savings to the district and in the Board's opinion is in the best interest of the district. The Board's decision shall be final and binding.
- C. Employees who opt for the retirement incentive program must, for the purpose of continuity, complete the first semester or complete the entire year at the Board's discretion.
- D. The teacher, through requesting Board purchase of universal buy-in credit, agrees to accept such purchase as waiver/satisfaction of any other claim for compensation (e.g. unemployment comp., etc.) against the district.
- E. The declaration by the teacher to request early retirement shall be made not less than ninety (90) calendar days prior to the end of the school year immediately proceeding the year of retirement. The Board shall have the option to waive this requirement when in their judgment it is in the best interest of the district. Their decision shall be final and binding.
- F. No more than three (3) teachers shall be allowed early retirement in any one school year. If more than three (3) teachers select early retirement in one year, the Board may grant more than three (3) at its discretion.

2. Benefit Allowance

The reimbursement for the purchase of universal buy-in credit shall provide not more than either:

- A. Three (3) years of credit to staff up to thirty (30) years service credit or;
- B. One (1) year of credit to staff with over thirty (30) years of service credit including at least 20 years in the Suttons Bay School district and be taken within the first five years beyond 30 years of service credit.



ARTICLE 17  
DUES, FEES, PAYROLL DEDUCTIONS

A. Within 30 days of active employment, any teacher may sign and deliver to the Board, an authorization for payroll deduction of local, state and national Association membership dues. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the Board shall deduct a pro-rated share of such dues from each salary check.

1. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated.

2. Payment of dues deductions shall be made monthly to the Suttons Bay Education Association/NMEA/MEA/NEA.

B. Those employees who are members of the Association shall, as a condition of employment, continue membership in the Association or pay a representation fee. Present employees shall have the option of: (1) becoming SBEA members, or (2) becoming representation fee payers.

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 "policy regarding objections to political ideology expenditures" and the administrative procedures adopted to that policy. A representative benefit fee shall not exceed the amount of the association dues collected from the 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 fee directly to the association by September 30 of the current school year or authorize through payroll deduction the employer shall, upon completion of the procedures contained in paragraph E and pursuant to MCLA 308.477; MSA 17.1277 (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.

C. The Association shall hold the Board harmless for any and all claims, demand suits, or other forms of liability by reason of action taken or not taken by the board or its designated agents 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 comprise claims which may arise under this save harmless clause and shall provide the attorney or pay for the board designated attorney to defend the Board and its designated agents.

- D. The Association has established a "Policy Regarding Objections to Political Ideology Expenditures." The policy (a copy of which shall be provided to the Board and each non-bargaining unit member by the Association) and the administrative procedures (including the timetable for payment) pursuant thereto applies only to non-association bargaining unit members. The remedies set forth in such policies 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 procedures set forth in this agreement or any other administrative or judicial procedure.
- E. The Association, in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277 (7), shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance 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 bargaining unit member fails to remit the service fee or authorize the 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 bargaining unit member with opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction for same.
- F. 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 procedures in this article relating to the payment or nonpayment of the representation fee by non-members shall be activated thirty (30) days following the association's notification to non-members of the fee for the given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
- G. The Board agrees to provide the services mentioned above without charge to the Association. An alphabetical list of the names and addresses of all employees from whom deductions have been made shall be provided yearly. Any additions or deletions shall be communicated to the Association within five (5) work days of the change.

ARTICLE 18  
DURATION

This Agreement shall become effective upon ratification and shall expire on August 31, 2009. This Agreement shall not be extended verbally and shall expire on the date herein specified.

WITNESSETH

NORTHERN MICHIGAN EDUCATION  
ASSOCIATION/MEA/NEA

SUTTONS BAY BOARD OF  
EDUCATION

\_\_\_\_\_  
President, NMEA/MEA/NEA

\_\_\_\_\_  
President

\_\_\_\_\_  
NMEA Director

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Chairperson, Negotiations Committee

\_\_\_\_\_  
Chief Negotiator

Schedule A  
2008-2009 Salary Schedule

Step	BA	BA20	BA40	MA	MA10	MA20	MA30
1	31,671	32,075	32,479	34,039	34,544	34,797	35,049
2	33,166	33,570	33,974	35,554	36,059	36,312	36,564
3	34,687	35,091	35,495	37,160	37,665	37,917	38,170
4	36,206	36,610	37,014	38,753	39,258	39,510	39,763
5	37,731	38,135	38,539	40,356	40,861	41,113	41,366
6	39,248	39,652	40,056	41,952	42,457	42,710	42,962
7	40,770	41,174	41,578	43,556	44,061	44,314	44,566
8	42,295	42,699	43,103	45,153	45,658	45,911	46,163
9	43,808	44,212	44,616	46,752	47,257	47,509	47,762
10	45,333	45,737	46,141	48,346	48,851	49,103	49,356
11	46,857	47,261	47,665	49,947	50,452	50,704	50,957
12	48,376	48,780	49,184	51,551	52,056	52,309	52,561
13	49,896	50,300	50,704	53,153	53,658	53,911	54,163
14		50,820	51,224	53,687	54,192	54,444	54,697
15		51,314	51,718	54,221	54,726	54,978	55,231
16		51,809	52,213	54,755	55,260	55,513	55,765
17		52,189	52,593	55,156	55,661	55,914	56,166
18		52,569	52,973	55,556	56,061	56,314	56,566
19		52,949	53,353	55,957	56,462	56,715	56,967
20		53,331	53,735	56,357	56,862	57,114	57,367
21		53,646	54,050	56,676	57,181	57,434	57,686
22		53,962	54,366	56,997	57,502	57,755	58,007
23		54,277	54,681	57,318	57,823	58,075	58,328
24		54,593	54,997	57,639	58,144	58,396	58,649
25		54,909	55,313	57,959	58,464	58,716	58,969
26		55,455	55,859	58,539	59,044	59,296	59,549
27		55,955	56,259	59,039	59,544	59,796	60,049
28		56,355	56,659	59,539	60,044	60,296	60,549
29		56,755	57,059	60,039	60,544	60,796	61,049
30		57,155	57,459	60,539	61,044	61,296	61,549
31		57,555	57,859	61,039	61,544	61,796	62,049
32		57,955	58,239	61,539	62,044	62,296	62,549

SCHEDULE B  
EXTRA CURRICULAR

Nothing contained in the extra curricular schedule shall guarantee that the positions listed shall be filled, nor prohibit the addition of additional personnel in any capacity. The Association agrees that Schedule "B" positions are assigned on a yearly basis without tenure. In addition to the basic teacher salary as provided in Schedule A there shall be paid the following further sums:

<u>ACTIVITY</u>	<u>% OF BASE SALARY</u>
Varsity Football	11
Assistant Football	8
JV Football Head	6
JV Football Assistant	4
Middle School Football (Head 4%, Asst 3%)	7
Flag Football (2 positions 3% and 1 % each)	4
Soccer Var-JV-MS	8 - 6 - 3
Golf Var	8
Cross Country Coach (if full boys & girls teams)	8
(if not full boys & girls teams)	6
Cheerleading Coach (Fall) Var - JV	5 - 2
Cheerleading Coach (Winter) Var - JV	5 - 2
Varsity Basketball	11
JV Basketball	8
9th Grade Basketball	6
7th & 8th Grade Basketball (4% each)	8
Elementary Basketball	2
Volleyball Var-JV-9 <sup>TH</sup> -7/8 <sup>th</sup> -6 <sup>th</sup>	11-8-6-4-1
Ski Team Coach	8
Baseball Coach Var-JV	8-6
Softball Coach Var-JV	8-6
Track Coach Head-Asst	6
Middle School Track (Boys & Girls 3% each)	6
Instrumental Music Director	11
Vocal Music Director	4
Project HERO Head-Asst	4-2
Yearbook - High School	4
Yearbook - Middle School or Elementary	1 each
School Sanctioned Clubs (Ski Club, BPA, SAAD, Art, Thespian, French, Spanish, Etc.)	2
High School Play Director (for each approved play)	3.5
Middle School Play Director (for each approved play)	2.5
All-School Musical Director(s)(Music and Drama-each)	3.5
Driver Education (hourly rate)	.063
*Senior Class Advisor (Plus .5% if a Senior trip is scheduled)	3.5
*Junior Class Advisor	2.5
*Sophomore & Freshmen Class Advisors	2
*Sixth, Seventh & Eighth Grade Class Advisors	1
*Student Council HS – MS	5 - 2
*National Honor Society	2
Mentor Teacher	2
G/T Coordinator	2

In the event no bargaining unit member volunteers for the positions marked with a "\*", the Association agrees it will select suitable persons from the bargaining unit to fill such positions on a yearly basis.

Internal Substitution Internal subbing will be paid at \$13.00 per hour unless comp time is requested in writing by the teacher. The date of use of comp time must be approved in advance by the building administrator.

Instrumental Music Director

Includes events outside the school day such as: marching band performances at football games, pep band performances at basketball games, concert performances of all bands, solo & ensemble festivals and band festivals.

Vocal Music Director

Includes concert performances outside the school day by elementary choir, middle school choir, and high school choir

All-School Musical – Music Director

Includes pit orchestra rehearsals and All-School Musical events outside school day

All-School Musical – Drama Director

Includes All-School Musical rehearsals and performances outside school day

Secondary teachers who teach an extra class shall receive an additional 1/7<sup>th</sup> of their rate of pay for the period of the additional assignment.

Evaluations of Schedule B coaching positions shall be made within 6 weeks of the close of the season. Recommendations for continuance or non-continuance in position will be made as a part of the evaluation.

The Association agrees that the Board may cancel an extracurricular program but not in an arbitrary or capricious manner and further agrees that the Board may allow responsibilities for a particular activity to be shared by more than one teacher. Percentages paid will be pro-rated according to the contracted salary percentages. The Association agrees that Schedule B positions are assigned on a yearly basis.

NOTE: Pay shall be determined on the above schedule by multiplying percentage assigned to the positions. Pay for Schedule B may be taken throughout the sports season or period of assignment provided the duties are approximately equal throughout the assignment otherwise pay will be made when all duties are completed.

YEARS IN SPORT/ACTIVITY STEP ON THE BA SCALE

1-3	years	1
4-6	years	2
7-9	years	3
10-12	years	4
13 or more		5

The experience factor applies to all Schedule B positions. Credit will be given for experience in the particular assignment while teaching/coaching at Suttons Bay.

To compute the Driver Education hourly rate in accordance with the above year in sport/activity in step of the BA scale, a factor of .00063 will be applied. (Example: A person with 8 years Driver Education experience would use Step 3 of the BA scale X .00063 to compute his/her hourly rate.)

Teachers not qualified for experience factors shall be paid at BA 1.

A coach moving to the next higher level position within the same sport will be placed at Step 2 of the new position provided he/she has at least the number of years experience to qualify for such placement. A coach moving to a lower level position within the same sport will be given full experience credit.

Final payment for Schedule B duties shall be paid only after all equipment is stored and inventories completed.

NOTE: If, during the life of this agreement, new activities are added to Schedule B, no salary shall be paid for such positions prior to consultation regarding the amount with the Association. Nothing shall preclude the possibility of this salary being subject to further negotiation at the next regular negotiating period.

SUTTONS BAY PUBLIC SCHOOLS  
APPROVED ABSENCE REQUEST FORM

ARTICLE 10: SECTION E

Approved Absence Days: At the beginning of each school year, each teacher shall be granted two (2) non-cumulative Approved Absence Days to conduct business which cannot be conducted outside regular school hours. The use of Approved Absence Days shall be subject to the following conditions:

- 1) Notification must be made in writing for the requested absence to the Superintendent or his/her designee at least twenty-four (24) hours prior to the day requested using the Approved Absence Request Form (Appendix D).
- 2) Approved Absence Days shall not be used for financial gain or recreational (hunting, camping, shopping, etc.) purposes.
- 3) Approved Absence Days may not be taken the day before or day after a holiday or vacation period. Leaves may not be taken the first day of the school year or the last day of the school year.
- 4) Exceptions to the above provisions may be granted on a case-by-case basis by the Superintendent whose decision shall be final.
- 5) Improper use of approved absence days by an employee will result in a dock day(s).

\*\*\*\*\*

I hereby request a leave of absence on \_\_\_\_\_ to conduct business which cannot be conducted outside regular work hours.

This absence is for a \_\_\_\_\_ Full Day; \_\_\_\_\_ AM Half Day; \_\_\_\_\_ PM Half Day

This request is being made in accordance with ARTICLE 10, SECTION E and I attest that the above conditions are met as stipulated.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Principal Approval \_\_\_\_\_ Date \_\_\_\_\_

Superintendent Approval \_\_\_\_\_ Date \_\_\_\_\_

SUTTONS BAY PUBLIC SCHOOLS  
ASSOCIATION LEAVE REQUEST FORM

ARTICLE 3: SECTION S

At the beginning of the school year, the Association shall be credited with ten (10) non-cumulative days during bargaining years and seven (7) non-cumulative days during non-bargaining years to be used to conduct Association Business. These days may be used by the Association Officers or their designees who are members of the Association to conduct association business under the following conditions:

1. The Association shall request such leave from the Superintendent or his/her designee not less than forty-eight (48) hours in advance.
2. No more than three (3) members may take said leave on the same day.
3. No more than two events per month will be used for such leave.
4. The Association shall reimburse the district for the cost of a substitute teacher if a substitute is hired.
5. The Request for Association Business Leave Form will be used stating the reason for the requested leave.
6. If extenuating circumstances warrant, the Superintendent may waive any of the above conditions.

\*\*\*\*\*

I hereby request an Association Leave of absence on \_\_\_\_\_ to  
conduct association business.

This absence is for a \_\_\_\_\_ Full Day; \_\_\_\_\_ AM Half Day; \_\_\_\_\_ PM Half Day

The reason for this absence is \_\_\_\_\_  
\_\_\_\_\_

This request is being made in accordance with ARTICLE 3, SECTION S and  
I attest that the above conditions are met as stipulated.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Association Approval \_\_\_\_\_ Date \_\_\_\_\_

Principal Approval \_\_\_\_\_ Date \_\_\_\_\_

Superintendent Approval \_\_\_\_\_ Date \_\_\_\_\_



SUTTONS BAY PUBLIC SCHOOLS  
COURSE APPROVAL FORM

ARTICLE XIV: SECTIONS D & E

Teachers who complete academic courses for additional compensation on the salary schedule will be so advanced provided all courses are completed and an official transcript is provided to the superintendent not later than the first teacher work day of the school year. Courses completed during the school year which require advancement will not entitle the teacher to advancement until the start of the next school year. Teachers taking District approved courses beyond the Bachelor's Degree at State-supported accredited institutions in Michigan will be reimbursed for fifty (50%) percent of the tuition charges of the institution offering the course *times their FTE employment status rate*.

If the teacher who has been reimbursed by the district resigns their position within one (1) year after taking the course, the teacher will be responsible for payment back to the district for fifty (50%) of the reimbursement.

All course work for advancement on the salary schedule must receive prior approval of the superintendent.

TEACHER NAME \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

COURSE NUMBER \_\_\_\_\_ COURSE TITLE \_\_\_\_\_

INSTITUTION \_\_\_\_\_ INSTRUCTOR \_\_\_\_\_

COURSE DESCRIPTION:

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

TYPE OF CREDIT: \_\_\_\_\_ UNDERGRADUATE \_\_\_\_\_ GRADUATE

SEMESTER HOURS \_\_\_\_\_ OR TERM HOURS \_\_\_\_\_ \*

\*Term hours will be translated to semester hours using 3:2 ratio.

COURSE DATES \_\_\_\_\_

SUPERINTENDENT APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

\*\*\*\*\*

COURSE COMPLETION FORM

The above listed course was completed on \_\_\_\_\_. GRADE \_\_\_\_\_

Please attach a copy of grade report form or transcript.

Date submitted \_\_\_\_\_.

\*\*\*\*\*

PERSONNEL FILE FORM

Present salary scale status: BA BA+20 MA MA+10 MA+20 MA+30

Previous semester hours beyond BA or MA \_\_\_\_\_

New salary scale status: BA BA+20 MA MA+10 MA+20 MA+30

Present semester hours beyond BA or MA \_\_\_\_\_

SUTTONS BAY PUBLIC SCHOOLS  
GRIEVANCE FORM

Grievance # \_\_\_\_\_ School Year \_\_\_\_\_ Date Filed \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Association Representative \_\_\_\_\_

Date Grievance Occurred \_\_\_\_\_

Contract Section(s) Violated \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Use additional sheet if necessary)

Relief Requested \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STEP ONE

DISCUSSION WITH PRINCIPAL

A. Date of Meeting \_\_\_\_\_

B. Disposition by Principal \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

STEP TWO - SUPERINTENDENT

Date Received \_\_\_\_\_

A. Date of Meeting \_\_\_\_\_

B. Disposition by Superintendent \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

STEP THREE - BOARD OF EDUCATION

Date Received \_\_\_\_\_

A. Date of Meeting \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
Signature of Board President

\_\_\_\_\_  
Date

STEP FOUR - ARBITRATION

A. Date of Notification to Board \_\_\_\_\_

B. Date of Hearing \_\_\_\_\_

C. Award (Attach award of arbitration) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D. Date Award Received \_\_\_\_\_

Pre-evaluation Conf	Date: _____ Time: _____ to _____	Observation	Date: _____ Time: _____ to _____
Observation	Date: _____ Time: _____ to _____	Pre-evaluation Conf	Date: _____ Time: _____ to _____
Evaluation	Date: _____ Time: _____ to _____	Evaluation	Date: _____ Time: _____ to _____

SUTTONS BAY PUBLIC SCHOOLS  
MINIMUM PERFORMANCE APPRAISAL FORM

This appraisal form is part one of a two part system. The assessment of minimal expectations includes, but is not limited to the following list. The supervisor will indicate "satisfactory" or "unsatisfactory" with a "S" or a "U". Any "U" indication must have deficiency noted including suggestions for improvement.

NAME \_\_\_\_\_ GRADE/SUBJECT \_\_\_\_\_

SCHOOL \_\_\_\_\_ DATE \_\_\_\_\_

- \_\_\_\_\_ 1. Meets with and instructs the students in the locations and at the time designated according to contractual obligations and expectations.
- \_\_\_\_\_ 2. Develops and maintains a classroom environment conducive to effective learning within the limits of the resources provided by the District.
- \_\_\_\_\_ 3. Prepares for assigned classes and shows written evidence of preparation upon request of the immediate supervisor.
- \_\_\_\_\_ 4. Sets and maintains high standards of classroom behavior.
- \_\_\_\_\_ 5. Provides an effective program of instruction in accordance with the curriculum.
- \_\_\_\_\_ 6. Strives to implement by instruction the District's philosophy of education and to meet instructional goals and objectives.
- \_\_\_\_\_ 7. Takes necessary and reasonable precautions to protect students, equipment, materials and facilities.
- \_\_\_\_\_ 8. Maintains records as required by law, District policy, and administrative regulations.
- \_\_\_\_\_ 9. Assists in upholding and enforcing school rules and administrative regulations.
- \_\_\_\_\_ 10. Makes provision for being available to students and parents for education related purposes when necessary and under reasonable terms.
- \_\_\_\_\_ 11. Attends and participates in faculty and department meetings.
- \_\_\_\_\_ 12. Cooperates with other members of the staff in planning instructional goals, objectives and methods.
- \_\_\_\_\_ 13. Assists in the selection of books, equipment and other instructional materials.
- \_\_\_\_\_ 14. Establishes and maintains cooperative professional relations with others.

- \_\_\_\_\_ 15. Performs related duties as assigned by the administration in accordance with the District policies and practices.
- \_\_\_\_\_ 16. Uses good judgment.
- \_\_\_\_\_ 17. Works in a collegial relationship with the building administrator for improvement of teaching.
- \_\_\_\_\_ 18. Provides for individual differences in students.
- \_\_\_\_\_ 19. Grooming and general appearance are appropriate.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This appraisal has been reviewed with me. However, my signature does not necessarily indicate my agreement with the results.

Appraised Teacher \_\_\_\_\_ Date \_\_\_\_\_

Supervisor \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

**Suttons Bay Public Schools**  
**Request for Transfer Consideration for School Year 2009/10**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Present Assignment: \_\_\_\_\_

Highly Qualified Grade Levels and Subject Areas: \_\_\_\_\_

\_\_\_\_\_

MI Teaching Certification: \_\_\_\_\_

Other areas of training or expertise:

\_\_\_\_\_

\_\_\_\_\_

Position(s) for which you wish to consider a transfer if a position becomes available: (in priority order)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Factors you would like to have considered in evaluating this request:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

This request is effective for the 2009/2010 school year.

**Suttons Bay Public Schools**  
**Teacher Sick Leave Bank**

Authorization Card for Contribution

School Year: \_\_\_\_\_

Authorization Deadline: **October 15, 20**\_\_

SBEA Member Name: \_\_\_\_\_ (Please Print)

I elect to contribute one (1) day, from my accumulated sick leave, to be banked in the SBEA Teacher's Sick Leave Bank. In doing so, I become eligible to draw from the bank a number not to exceed thirty (30) days, plus the days which I have contributed to the sick leave bank. Availability of these days is subject to the procedure outlined in the SBEA master agreement.

\_\_\_\_\_  
Date of Contribution

\_\_\_\_\_  
Signature of Contributor

**Suttons Bay Public Schools**  
**Teacher Sick Leave Bank**

Authorization Card for Contribution

School Year: \_\_\_\_\_

Authorization Deadline: **October 15, 20**\_\_

SBEA Member Name: \_\_\_\_\_ (Please Print)

I elect to contribute one (1) day, from my accumulated sick leave, to be banked in the SBEA Teacher's Sick Leave Bank. In doing so, I become eligible to draw from the bank a number not to exceed thirty (30) days, plus the days which I have contributed to the sick leave bank. Availability of these days is subject to the procedure outlined in the SBEA master agreement.

\_\_\_\_\_  
Date of Contribution

\_\_\_\_\_  
Signature of Contributor

**Suttons Bay Public Schools  
Application Form**

Request for Use of SBEA Sick Leave Bank

Name \_\_\_\_\_ Home Phone: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Number of days contributed to the Sick Leave Bank	_____
Accumulated sick day balance as of this date	_____
Anticipated date of leave	_____
Anticipated end of leave	_____
Number of days requested from Sick Leave Bank	_____

_____	_____
Date of Application	Sick Leave Bank Member Signature

---

This application must be accompanied by a doctor's certificate of illness or injury  
(from a non-immediate family physician)

---

Do not write in the space below – for committee use only

Date Received: \_\_\_\_\_  
Received by: \_\_\_\_\_  
Date of Committee Meeting: \_\_\_\_\_

Committee Action Taken:    Approved    Denied

Number of days granted: \_\_\_\_\_  
If denied, explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## **THE MICHIGAN HIGHLY QUALIFIED TEACHER GUIDELINES**

The Michigan Department of Education (MDE) has developed guidelines for assisting teachers to become highly qualified through evidence submitted in a portfolio in compliance with the No Child Left Behind (NCLB) Act of 2001 in order to assure that experienced teachers who were not required to take the Michigan Test for Teacher Certification (MTTC) meet the highly qualified definition. The MDE guidelines are included in the following pages of this packet and as part of a rubric developed to guide the teacher in the process of gathering documents and evidence to complete the portfolio.

To be considered highly qualified, experienced teacher must

- Hold a bachelor's degree from an approved teacher preparation site
- Hold a valid Michigan teaching certificate
- Be assigned to teach in the endorsement(s) listed in the teaching certificate

### **AND ONE OF THE FOLLOWING**

- Passed the MTTC

**OR**

- Complete an academic major or coursework equivalent

**OR**

- Complete an academic major or coursework equivalent to an academic major for each subject area in which the teacher teaches (coursework equivalent to an academic major):  
Elementary: 30 semester hours of academic content (not education) courses distributed among the four major disciplines: language arts, mathematics, science, and social studies.  
Middle: 30 semester hours of academic content (not education) courses.

**OR**

- Hold an advanced degree (Masters or higher) in the content area of the teaching assignment

**OR**

- Hold National Board Certification in the content area of the teaching assignment

**OR**

- Have at least 3 years of teaching experience and have completed, since the issuance of the Provisional teaching certificate, a minimum of 18 semester credit hours in a planned standards-based SBE-approved endorsement program or a master's or higher degree in an area appropriate for the content of the teaching assignment (HOUSSE Option)

**OR**

- Have at least 3 years of teaching experience and have completed, since the issuance of the Provisional teaching certificate, achieve 100 points or more on the Michigan Content Area Portfolio (HOUSSE Option). Each teacher must have earned points in each of the four areas of the Portfolio, regardless of the final total points.