



MASTER AGREEMENT

BETWEEN

SAUGATUCK EDUCATION ASSOCIATION

AND

SAUGATUCK BOARD
OF EDUCATION

TWO-YEAR AGREEMENT ~ 2010-2012

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THIS AGREEMENT, entered into this 1st Day of September 2010 by and between the SAUGATUCK PUBLIC SCHOOL DISTRICT (hereinafter called the "Board") and the SAUGATUCK EDUCATION ASSOCIATION-MEA-NEA (hereinafter called the "SEA").

ARTICLE 1
PURPOSE AND INTENT

WHEREAS, the parties have a statutory obligation, pursuant to PUBLIC ACT 112 to bargain with respect to hours, wages, terms, and conditions of employment and WHEREAS, the parties have reached certain understandings, which they desire to confirm in this Agreement, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 2
RECOGNITION

The Board hereby recognized the Saugatuck Education Association (SEA) as the sole and exclusive bargaining representative for "non-supervisory professional personnel including personnel on tenure, probation, on leave, classroom teachers, guidance director/counselors, social workers, learning coordinator, and librarians, but excluding all administrative and/or supervisory personnel (superintendent, principals, and their assistants) and excluding all summer school employees, substitute teachers, and teacher's aides". The Board reserves the right to exclude the Athletic Director and Technology Coordinator if teaching duties become two hours or less per day; and also reserves the right to reassign Athletic Director duties to any administrator, thereby excluding the position of Athletic Director from the recognized group. The term "teacher" when used hereinafter in this Agreement shall refer to all professional employees represented by the SEA in the bargaining or negotiating unit as above defined.

The Board agrees not to negotiation with or recognize any employee's organization other than the SEA for the duration of this Agreement.

ARTICLE 3
BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the 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 exercise executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.
 3. To establish grades and courses of instruction, including special programs, to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
 4. To decide upon the means and methods of instruction, and selection of textbooks and other teaching materials, and the use of teaching aids of every kind of nature.
 5. To determine class schedules, the hours of instruction and duties, responsibilities, and assignment of teaching and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 4
EMPLOYEE RIGHTS AND SEA RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have according to the Michigan Revised School Code, Michigan Teacher Tenure Act, Constitution of the State of Michigan, the United States Constitution, and other applicable laws of the State of Michigan.

- B. The Board agrees to furnish to the SEA in response to written requests all pertinent public information that will assist the SEA in developing intelligent programs on behalf of the employees or which may be necessary for the SEA to process any grievance or complaint.
- C. The SEA and its members shall have reasonable access to school building facilities for scheduled meetings of the SEA upon written request to the appropriate building Administrator. School equipment, including bulletin boards, mailboxes, typewriters, computers and duplicating equipment shall be made available to the SEA when not otherwise in use. Such equipment may not be removed from its fixed location in the building and does not include paper products, but rather, only the use of the above stated capital equipment. Materials inserted in mailboxes or posted must be signed.
- D. The private and personal life of any employee is not within the area of appropriate concern of attention of the Board, provided it does not interfere with the educational process.
- E. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the SEA or pay a Service Fee to the SEA equivalent to the amount of dues uniformly required of the members of the SEA, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such Service Fee directly to the SEA or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477, MSA 17.277 (7), and at the request of the SEA, deduct the Service Fee from the bargaining unit member's wages and remit same to the SEA under the procedures provided below. The procedure in all cases of non-payment of the Service Fee shall be as follows:
 1. The SEA shall notify the bargaining unit member 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.
 2. If the bargaining unit member fails to remit the Service Fee or authorize deduction for same, the SEA may request the Board to make such deduction pursuant to paragraph 1 above.
 3. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the

question whether or not the bargaining unit member has remitted the Service Fee to the SEA or has authorized payroll deduction of same. Additionally, the bargaining unit member may request that the Board of Education withhold or suspend involuntary wage deduction due to any asserted legal infirmity with the SEA's internal procedures by which bargaining unit members may protest the calculation of the agency shop/service fee which alleged to be not properly chargeable to bargaining unit members who elect not to become members of the SEA.

4. If the preceding conditions are satisfied, the Board shall thereupon deduct such dues or Service Fee amounts in equal installments, as nearly as may be, from the paychecks of every employee. Such amounts will be remitted to the SEA within two (2) weeks. Nothing in these provisions shall require payment of membership dues or service fees as a condition of employment for employees employed by the Saugatuck Public School District before July 1, 1981.

Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the SEA has established a policy regarding "Objections to Political-Ideological Expenditures - Administrative Procedures". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-SEA bargaining unit members. The remedies set forth in that 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 such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedures set forth in this Agreement.

Due to certain requirements established in recent Court decisions, the SEA represents 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 (December, January or February). Consequently, the parties agree that the procedures 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 SEA's notification to non-members of the fee for that given school year.

The SEA will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and law.

The parties agree to cooperatively discuss and exchange information regarding the SEA's service fee collection and objection procedures. The SEA agrees, upon request from the District, to provide the District for its review, a copy of the SEA's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures" together with a copy of all materials annually distributed by the SEA and its affiliates to bargaining unit members who choose not to join the SEA and/or to object to the service fee.

The SEA further agrees to certify to the District that the SEA and its affiliates have complied with the above policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in this Article.

Further, the SEA agrees to promptly notify the District in the event a Court Order, an Order of an administrative agency, or arbitration award is rendered restricting the SEA from implementing its agency fee objection policy or from charging or allocating any of the SEA's expenditures to bargaining unit members who choose not to join the SEA. In the event of the entry of such an Order or arbitration award, the Board shall have the right to immediately suspend involuntary wage deduction under this Article and shall promptly give notice of any such decision to the SEA.

In the event the SEA fails to provide certification or information as called for in this Article above, the Board shall have the right, upon one (1) week's notice to the SEA local president, to discontinue all involuntary dues deductions for representation service benefit fees contained in this Article until such time as the SEA has fully complied with the provisions of this Article.

A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain SEA members or otherwise financially support the SEA as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to non-religious charitable fund exempt from taxation under Section 501 © (3) of the Internal

Revenue Code. Donation shall be made to one of three (3) such charitable organizations as mutually designated by the Board and the SEA.

The SEA shall identify and hold the District harmless against any and all claims, demands, suits or other forms of liability, which may arise out of or by reason of action taken or not taken by the District in reliance upon information furnished to the District by the SEA in the course of enforcing this Section. Further, the SEA agrees to indemnify and save the District, the Board of Education, the individual members of the Board of Education, and individual administrators and employees, harmless against any and all claims, demands, costs, suits, claims for attorney fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of, action by the District or its agents for purposes of complying with the union security provisions of this Agreement. The SEA also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

- F. An employee will, in the presence of an administrator, have the right to review the contents of all records of the District pertaining to said employee originating after original employment, and to have a representative of the SEA accompany him/her in such review, if desired.

- G. No tenure employee shall be disciplined, reprimanded, reduced in rank or compensation, or dismissed without just and reasonable cause. No adverse materials in the employee's personnel file, or normal complaints against the employee shall be used in any discipline, reprimand, reduction in rank, or compensation, or dismissal unless it has been promptly brought to the attention of the employee, within ten (10) calendar days of the time the administration or Board became aware of the occurrence and the employee has been offered the opportunity to respond within ten (10) calendar days to such materials or complains.

ARTICLE 5
EVALUATION OF EMPLOYEES

- A. All monitoring or observation of an employee's work performance relating to formal evaluation shall be conducted openly and with the full knowledge of the employee in accordance with the policies adopted by the School District. Evaluations are the responsibility of the Administration, and shall be conducted by the employee's immediate supervisor (building principal, assistant, principal). Employees with more than one supervisor will be evaluated by the supervisor in the building where the employee serves the majority of their assignment. The designated supervisor will complete all evaluations for the school year. Another District administrator may be designated by the Board with notice to the employee.
- B. Each employee, upon employment, or at the beginning of the school year, shall be provided a copy of the evaluation instrument and apprised in specific terms of the employee evaluation process.
1. Any Individual Development Plan (IDP) for probationary employees (or for tenured employees deemed unsatisfactory) developed pursuant to the Michigan Teachers Tenure Act shall include the following:
 - a. An Individual Development Plan (IDP) is a plan jointly developed by the administration and the employee listing goals and objectives for the employee's professional growth.
 - b. The employee and administrator shall meet to consult about the IDP.
 - c. The IDP shall be in writing. At the close of the conference, both the employee and evaluator shall sign the IDP form acknowledging that it has been jointly drafted, discussed, and received.
 2. The performance of all employees shall be evaluated in writing as follows:
 - a. A pre-observation and/or post-evaluation conference may be requested by the employee and/or the administrator.
 - b. Each appraisal of Probationary (non-tenured) employees shall be based on at least two (2) classroom observations, once on or before December 1 and again on or before April 15, held at least sixty (60) calendar days apart, unless otherwise agreed upon in writing between the probationary employee and the administration. Where a probationary employee begins employment on or after October 1, the foregoing dates shall be adjusted to reflect the "anniversary" date method of defining the evaluation cycle.

An evaluation conference shall take place within ten (10) school days after the final observation supporting an evaluation. The administrator's observations, not limited to classroom observations, are the sole basis of the evaluation to review the job performance of the probationary employees.

- c. Tenure employees shall be evaluated in writing at least once every three (3) years (refer to Appendix I, 2011 Letter of Agreement, page 52). The tenure employees; observations will be completed prior to May 1. Observations will be held at least thirty (30) days apart, unless otherwise agreed upon in writing between the tenure employee and administration. An evaluation conference will be held with each tenure employee within ten (10) schools days after the final observation supporting an evaluation to review his/her job performance. Observations are not to be made within two (2) schools days of a holiday or break.
- d. The employee shall have the right and opportunity to attach a written statement, within fifteen (15) days, to any evaluation form indicating/explaining the employee's reaction to the evaluation.
- e. No tenure employee shall be disciplined, reprimanded, reduced in rank or compensation, or dismissed without just and reasonable cause. No adverse materials in the employee's personnel file, or normal complaints against the employee shall be used in any discipline, reprimand, reduction in rank, or compensation, or dismissal unless it has been promptly brought to the attention of the employee, within ten (10) calendar days of the time the administration or Board became aware of the occurrence and the employee has been afforded the opportunity to respond within ten (10) calendar days to such materials or complaints.

ARTICLE 6

MENTOR TEACHER

Mentor Teachers will be assigned to probationary teachers for at least their first year of teaching in the Saugatuck Public School District. Teachers who have not had previous teaching experience will be assigned a Mentor Teacher for their first three years as a novice teacher according to Section 1526 of the School Code. The Mentor Teacher will be assigned by the administration to provide support, instruction, and guidance. The Mentor Teacher assigned will be a tenured teacher. The purpose of the Mentor is to provide a peer who can offer assistance, resources, and information in a non-threatening collegian fashion, to acclimate the teacher to the duties of the job, and to provide necessary assistance to provide quality instruction. The Board and SEA agree the relationship shall be confidential and shall not, in any fashion, be a matter included in an evaluation.

A Mentor Teacher shall be assigned in accordance with the following:

1. Every effort will be made to match a probationary teacher with a Mentor who works in the same building.
2. Participation as a Mentor Teacher shall be voluntary. Assignments are made by the administration. A Mentor will be assigned only one (1) probationary teacher at a time, unless the Mentor agrees to take more than one (1) at the request of administration. Evaluators will not participate as Mentor Teachers.

3. Once a Mentor accepts the position, he/she will continue in that position for the duration of the probationary period unless the administration agrees to release the Mentor from responsibilities or the administration re-assigns the Mentor.
4. The administration has the right to assign a Mentor Teacher from the ranks of retired professionals or college professionals in the event where no one on the staff will willingly serve or where there isn't a staff member with the same certification as the probationary teacher.
5. Mentor Teachers will be paid \$800 for each year they serve as a Mentor. Mentor Teachers will be provided with a job description by the administration and will fulfill the duties listed in that description. The Mentor's responsibilities could include summer and evening meetings, class observations, and new teacher orientation sessions.

ARTICLE 7

EMPLOYEE HOURS

- A. Hours: All employees shall arrive for duty at their building not later than twenty-five (25) minutes prior to the beginning school in the morning. They shall remain for fifteen (15) minutes after the regular afternoon dismissal time. Middle School, High School and shared-time staff shall have a duty free lunch of not less than thirty-five (35) minutes. All other Elementary teachers shall have a duty free lunch of forty minutes (40).
- B. The Board and the Association mutually recognize the need for time for all teachers to adequately prepare quality lessons and develop strategies that implement prescribed curriculum at all levels. Preparation time shall be scheduled during the student day, but excluding the teacher's scheduled duty free lunchtime, before/after the student school day, or student passing time. To ensure this critical work, all teachers will be afforded planning time in the following manner.
 1. Elementary Preparation Time: All elementary teachers, Full Time grades Pre-K – 5th, will have a minimum of 250 minutes of unassigned planning time each week in blocks of no less than 30 minutes at least 4 days a week. -In addition, elementary teachers should have planning time during student recess periods, except when the teacher supervises a recess period. Any elementary teacher who agrees to supervise more than one recess period a week shall be compensated at the rate of \$25.00 per recess. There will be one twenty (20) minute recess period scheduled per day not attached to the forty-minute (40) duty free lunch period. Changes in frequency and/or duration of recess period(s) are subject to negotiations between the Board and SEA. Elementary teachers, Full Time grades PreK - 5 and elementary specialist teachers will not be required to supervise students prior to the first bell, or after the last one of the scheduled school day.
 - a. In the event a substitute teacher cannot be secured for a scheduled special, the elementary teacher affected shall be compensated at the rate of one fifth (1/5th) the full daily substitute rate.

- b. Elementary teachers will be compensated at the rate of 10% of their base pay if they are assigned a split class (two grade levels). Teachers excluded from this additional rate include specials teachers, special education teachers, teachers of multi-aged classes, and teachers who voluntarily accept independent study students in one of their regular classes.
2. Elementary Specialists: All elementary specialists will be provided with not less than 250 minutes of planning time per week in blocks of no less than 30 minutes.
3. Secondary Preparation Time:
 - a. All middle school teachers will have equal planning time periods. The unassigned planning periods would be each day and no less than the length of a regular class period. Teachers substituting for other teachers during their preparation time shall be voluntary. The Association recognizes there may be extraordinary situations when a volunteer cannot be found; when the building principal will need to assign a teacher to cover a class during his/her preparation time.
 - b. All high school teachers will have equal planning time periods. The unassigned planning periods would be each day and no less than the length of a regular class period. Teachers substituting for other teachers during their preparation time shall be voluntary. The Association recognizes there may be extraordinary situations when a volunteer cannot be found; when the building principal will need to assign a teacher to cover a class during his/her preparation time. The parties mutually agree and understand that continuing flexibility with respect to arrangement of teaching periods, planning periods and the daily and weekly schedule is necessary for progress in education.
 1. Teachers if requested or required to teach on their planning period would be compensated at the rate of 1/5th of that employee's annual salary.
 2. Secondary teachers will be compensated at the yearly rate of 5% of their base pay if they are required to teach five or more preparations per trimester. (Base Salary x 5%) divided by 3 = Additional Compensation per trimester.
 3. Special education teachers will qualify for the extra 1/5th of that employee's annual salary if students are assigned during their planning period.
4. Preparation Time for Teachers Who Teach in Multiple Building: Teachers who teach in both the Elementary and the Middle/High School will receive 250 minutes of combined plan time. This time is separate from travel time and duty-free lunch. Travel time for teachers who teach in multiple buildings will be no less than 20 minutes.
5. Staff Meetings: Before or after school meetings at which the attendance of all employees is required shall not exceed one hour in length. The administration may schedule up to two (2) staff meetings per month. Such meetings will require five (5) calendar days notice. Meetings such as department meetings, I.E.P.C.s, individual conferences, and committee meetings will not be included in the two meeting limit.

6. Emergency School Closing: "School Closing Days and Hours" will be made up according to the system outlined in Appendix F. Should severe weather or emergency conditions cause the closing of school during the school day, the employees will remain on duty until dismissed by the administration.

ARTICLE 8
ASSIGNMENTS AND PLACEMENTS

- A. All employees shall be given written notice of their tentative schedules for the forthcoming year no later than the last day of school. In the event that changes in such schedules are proposed, all employees affected shall be notified promptly and consulted with at their request.
- B. In the event a vacancy occurs that requires hiring a new employee in the district, the normal procedure will be to post the vacancy internally in the school office and via email notification to all employees five (5) business days prior to posting externally. Vacancies that occur during July and August will be mailed and emailed to those employees who expressed an interest in receiving such notification. All internal candidates who have the required certification and qualifications for that position will be granted an interview as part of the regular interview process.
- C. The employer will make available applications for all extra-curricular activities (excluding all summer activities) by April 1 of each school year. Interested applicants must return the completed forms by April 26. Successful candidates and their positions will be posted along with remaining vacancies from May 1 to June 1 in each employee lounge. Successful applicants for posted positions will be notified by the last day of school. The Board may then take whatever action it deems necessary to obtain a person to fill the remaining vacancies.
- D. Upon request of any of the parties, representatives of the Board, SEA, the building principal(s) and the counseling director will meet to discuss the issues of size class and placement of special education students. Such meetings shall not be held more than once a month except by mutual consent.

ARTICLE 9
LAYOFF AND RECALL

A. In the event the Board finds it necessary to reduce the number of employees in any department, school, or program because of financial limitations, changes in program, or other reasons, the SEA will be notified promptly as possible and consulted regarding the effects of such reduction on the employees represented by the SEA. The Board will give any notice of layoffs as promptly as possible.

B. In determining which employees will be released in such event, the following procedure shall be followed by the Board:

- Non-Tenure Employees
- Teaching Certification
- “Qualified” defined as:
 1. K-5 qualified shall mean possessing an elementary certificate for teaching in non-specialized areas.
 2. 6-8 qualified shall mean possessing an elementary certificate for teaching in non-specialized areas or possessing a middle school or secondary certificate with a major or minor in the particular teaching assignment.
 3. 9-12 qualified shall mean certification in the subject areas as defined by the State and a sufficient number of credit hours in that subject area to meet AdvancedED Standards
 4. K-12 qualified in specialist areas means possessing proper certificate endorsements or equivalent hours appropriate to the teaching assignment and sufficient credits to meet accrediting agency standards.
 - Prior experience in the district is defined as seniority “continuous length of service within the bargaining unit”.
 - Seniority begins the first day of work.
 - If ties in seniority still exist, the ties shall be broken by the drawing of lots.

C. No later than February 1, the Board shall prepare a seniority list. The seniority list shall be given to each building representative and a copy provided to the SEA president. The SEA will notify the Board within thirty (30) calendar days of its objections, if any, to the seniority list. Untimely objections shall not be waived. Revisions and updates of the seniority list will be returned to each building representative and the SEA president on or before March 15.

All seniority and recall rights shall be lost when an employee:

- Resigns or Quits
- Is Discharged
- Retires
- Fails to return from an authorized leave of absence on the agreed upon date.

An employee on authorized unpaid leave of more than one-semester shall not accrue seniority but shall be deemed to be continuously employed for purposes of Article 9.

- D. Recall: Employees shall be recalled in inverse order of layoff for any position openings for which they are certified and qualified in accordance with the procedures specified in this Article.

All recall is to be by certified mail to the employee's address of record. It is the responsibility of the employee to insure that the Board has a current address of record. The employee shall have ten (10) working days to respond to any recall offer from the date of receipt of the offer.

A tenure employee is allowed the option to decline recall one (one) time while under a conflicting employment contract with another Michigan K-12 or Intermediate School District. However, not later than April 1 of the school year in which recall is declined under this provision, the tenure employee shall either submit a written resignation for acceptance by the Board or shall file a written statement with the Board confirming his/her intent to return to active service with the Board if offered a position for the ensuing school year. Failure to comply with the provisions of this paragraph shall result in loss of seniority and re-employment rights.

A tenure employee who can obtain a release (without penalty) from a conflicting employment contract with another Michigan K-12 or Intermediate School District shall not be eligible to decline recall under the above provision.

Probationary employees shall remain on the recall list and shall be eligible for recall for a period not to exceed two (2) years from the effective date of layoff, or their length of service with the District, whichever interval is shorter. At the expiration of the recall period all rights to re-employment are automatically lost.

Tenured employees shall remain on the recall list and shall be eligible for recall for a period not to exceed three (3) years from their effective date of layoff. At the expiration of the recall period, all rights to re-employment are automatically lost.

Any employee who is so released, who desires to be recalled when a position for which he/she is certified becomes available, shall keep the Board advised in writing of his/her current address and telephone number. The Board shall follow applicable requirements of the Employee's Tenure Act with respect to any such recall. Employees will be recalled in inverse order of layoff.

If any employee is recalled to the District after being released as provided above, he/she shall be returned to the salary step he/she was on at the time of the reduction and be given full credit for any additional years of teaching obtained by him/her during such period of reduction.

An employee shall be deemed qualified for a position provided that the employee holds an applicable teaching certificate.

ARTICLE 10 **GRIEVANCE PROCEDURE**

- A. A grievance shall be an alleged violation of the expressed terms of this contract. The following matters shall not be the basis of any grievance filed under the procedure outline in this Article.
1. The termination of services of or failure to re-employ any probationary employee.
 2. The termination of services of or failure to re-employ any employee to a position on the extra-curricular schedule.
 3. Any matter involving the written content of employee's evaluations.
 4. Any claim or complaint subject to the procedures specified in the Teacher Tenure Act. (Act IV, Public Acts, extra session of 1937 of Michigan, as amended).
- B. The term "days" as used herein shall mean days when business is being conducted at the Central Office.
- C. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
 2. It shall contain a synopsis of the facts giving rise to the alleged violation;
 3. It shall cite the section or subsections of this contract alleged to have been violated;
 4. It shall contain the date of the alleged violation;
 5. 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 limitation hereinafter set forth.

- D. **LEVEL ONE** – An employee and/or the SEA believing a violation of the expressed provisions of this contract exists shall, within ten (10) days of the date of its alleged violation or within ten (10) days of the time the employee had an opportunity to become aware of the incident resulting in an alleged violation of expressed provisions of this contract, 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 employee and/or the SEA shall reduce the grievance to writing and proceed within ten (10) days of said discussion to Level Two.

- E. **LEVEL TWO** – A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One. Within ten (10) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated SEA representative, at the option of the grievant to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or designated agent shall render his/her decision in writing transmitting a copy of the same to the grievant, the SEA secretary, the building principal in which the grievance arose, and place a copy of same in the permanent file in his/her office.

- F. **LEVEL THREE** – Upon proper application as specified in Level Two, a hearing shall be held within ten (10) days between the Board and employee and his/her SEA representative. Not later than thirty (30) school days from the hearing of the grievance, the Board shall render its decision in writing and transmit same to the grievant, the SEA secretary, and the building principal in whose building the grievance arose. The SEA is required to state its position at this level. If no decision is rendered within thirty (30) days of the hearing, or the decision is unsatisfactory to the SEA, the SEA has thirty (30) days in which to file for arbitration. The demand for arbitration shall be in writing with a copy served upon the Board within the thirty (30) day interval.

- G. **LEVEL FOUR** – If the SEA is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to binding arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he/she will be selected by the American Arbitration SEA in accord with its rules which shall likewise govern the arbitration proceeding. The fees and expenses of the arbitrator shall be shared equally by the parties.

POWERS OF THE ARBITRATOR

- H. It shall be in the function of the arbitrator and he/she shall be empowered except his/her powers are limited below, after due investigation, to make a decision in cases of alleged violations of the specific articles and sections of this Agreement.
 - 1. He/she shall have no power to establish salary scales or change any salary rate.
 - 2. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- I. The arbitrator's powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and the arbitrator shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
- J. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- K. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule on that issue before hearing the rest of the case.
- L. The arbitrator shall have no power to interpret State or Federal law.
- M. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source of a like nature during the period of the back pay.
- N. The arbitrator shall not award punitive damages.
- O. A grievance may be withdrawn at any level without prejudice. However, if in the judgment of the SEA representative the grievance affects a group of employees, the grievance may be processed at Level Two.
- P. A grievance discussed and the decision rendered at Level One shall be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing, and shall promptly be transmitted to all parties of interest.

- Q. No reprisals of any kind shall be taken by or against any party of interest or any participant in the Grievance Procedure by reason of such participation, and no such record shall be placed in his/her personnel file.
- R. Forms for filing and processing grievances shall be designed by the Superintendent and the SEA; shall be prepared by the Superintendent; and sample copies shall be provided to the SEA secretary.
- S. Access shall be made to all parties, places, and records of public information to the extent required under the Public Employment Relations Act.
- T. Grievances, which are not appealed within the time limits specified in the Grievance Procedure, shall be considered to be withdrawn by the SEA or grievant and shall not be resubmitted. If the Board or administration fails or neglects to answer a grievance within the time limits specified at the various steps of the Grievance Procedures, the grievance shall automatically be referred to the next higher step the Grievance Procedure.
It is understood and agreed that the time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the SEA and the Board.
- U. No individual grievance may be processed beyond Level Three.
- V. The Board and the SEA recognize a one (1) year limitation on grievable matters concerning compensation.

ARTICLE 11
PROFESSIONAL NEGOTIATIONS

- A. Negotiations shall commence not later than sixty (60) calendar days prior to the expiration of this Agreement.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representative of the other party. Each negotiating team shall not exceed six (6) members in number. The parties mutually pledge that their representatives will be clothed

with all necessary powers and authority to make proposals, consider proposals, and make decisions in the course of negotiations, and to reach agreements.

- C. When the contract has been tentatively agreed upon, efforts will be made by the SEA and the Board to obtain ratification. It is recognized that no final agreement between parties may be executed without ratification by the SEA membership and the Board.

ARTICLE 12
COMMUNICATIONS

- A. The District administrative personnel and the SEA representatives shall meet by mutual agreement, September through June, for the purpose of reviewing the administration of the existing contract and policy.
- B. The SEA shall follow the line/staff authority and chain of command as depicted in Board Policies and Procedures before meeting the Board for the purposes of reviewing the administration of the contract and other matters of mutual concern.

ARTICLE 13
LEAVES OF ABSENCE

- A. Sick Leave: All full-time employees shall be granted ten (10) sick days per year, credited to each employee on the first day of the school year to a maximum of one hundred ninety (190) days. Proof of illness signed by a physician may be required at any time.

The Board shall furnish each employee with a written statement at the beginning of each school year setting forth total leave credit.

Should sick leave be exhausted while the employee remains ill or disabled, the employee shall be eligible for an unpaid disability leave under the conditions specified in Section 13.2 of this Agreement.

Employees may be allowed to take sick leave for the following reasons:

1. An employee may use all or a portion of their sick leave to recover from their own disability or illness.
2. An employee may use a maximum of ten (10) days for bereavement that will be deducted from sick leave. Additional bereavement days may be granted at the discretion of the

Superintendent and will be deducted from the employee's pay at the rate equivalent to the cost of a certified substitute times the number of additional days used.

3. The employee may take a maximum of five (5) days per illness in his/her immediate family. Proof of illness may be required.

Upon leaving the employment of the school district, employees will receive \$37.50 for each unused sick day up to a maximum of one hundred eighty (180) days.

- B. Paid Leave: An employee may use a maximum of ten (10) sick days for the purpose of adopting a child. An employee may a maximum of ten (10) days for paternity leave to be used within the first six weeks of the birth of their child.
- C. Personal Leave Days: Employees shall be granted three (3) personal days each year. Such leave shall be granted at the discretion of the building principal, provided that application is made in writing at least five (5) school days in advance. In case of emergency, exceptions may be granted by arrangement with the building principal. Employees who have not used their personal leave days in a school year will be credited with those days as additional "earned" sick leave at the beginning of the following school year. Up to 10% of a building staff may exercise the option to use personal day immediately prior to or after Thanksgiving break, winter break, or spring break as determined by a random drawing conducted in September for Thanksgiving and winter breaks, and in January for spring break. Use of these random drawn days is also dependent upon the availability of substitute teachers to fill the vacancies.
- D. Unpaid Leave: The Superintendent shall consider all applications for unpaid leave of absence for up to two (2) school days. No more than two (2) employees from each building may be granted an unpaid leave at the same time. Unpaid leave of more than two (2) days must be submitted to the Board for its consideration.
- E. Emergency Leave: Leaves of absence for emergencies and other situations, which necessitate an employee's absence, may be granted without loss of pay at the discretion of the Superintendent or designated agent. Days granted in accordance with this paragraph will be deducted from accumulated sick leave.
- F. Jury Duty: Any employee called for jury duty during school hours shall be paid his/her salary for such time, minus jury duty pay. Such time shall not be deducted from accumulated sick leave. An employee subpoenaed to give testimony for a school related matter may be released

from teaching duties and may not have such days deducted from sick leave. For matters related to other employment or personal litigation, an employee may not use sick days. Said employee will not receive more than his/her per diem employee pay. As a condition of receiving his/her full rate of pay for the time absent pursuant to honoring a subpoena, the employee shall remit the witness fee to the District.

G. Extended Leave: The Board shall consider all applications for leaves of absence without pay for up to one (1) school year. Such applications must be submitted in writing to the Board at least sixty (60) days prior to the commencement of the requested leave. It shall be the responsibility of the employee on a granted leave to notify the Board in writing of his/her intent to return to duty at least sixty (60) days prior to the expiration of said leave.

H. Sabbatical Leave:

1. Eligibility: To be eligible for sabbatical leave, a person must be a certified staff member of the Saugatuck Public Schools and must have completed at least seven (7) years of full-time service on the staff of the Saugatuck Public Schools or have served at least seven (7) years since last being on sabbatical leave. Note: Being eligible for sabbatical leave is not to be construed to mean that anyone is entitled to leave as a right. An employee who fulfills the above qualifications is eligible for consideration by the Superintendent, Building Principal, and the Board of Education with respect to sabbatical leave.
2. Term: The term for sabbatical leave shall be either one (1) semester or one (1) school year. Two (2) leaves of one (1) semester in length may be granted during any seven (7) year period, in which case no further leave may be granted until the person has completed seven (7) years of full-time service after the first leave. One (1) school year means the term of a normal contract year beginning in August or September and ending in June.
3. Benefits:
 - a. Salary paid to an employee on sabbatical leave will be one-half (1/2) of the employee's base pay. The above salary and retirement contribution requirements shall not apply where the Board may be required to grant a sabbatical leave to a master employee in accordance with the requirement of Section 1525 of the School Code or its successor provision.
 - b. While on sabbatical leave, an employee shall have premium amounts for single subscriber insurance (health, dental, vision) coverage paid on his/her behalf by the Board on the same basis as is applicable to insurance programs staff members on regular duty. The above insurance premium contribution requirement shall not apply where the Board may be required to grant sabbatical leave to a master employee in accordance with the requirements of 1525 of the School Code or its successor provisions.
 - c. The employee must contract with the Board of Education to return to Saugatuck Public Schools following the termination of the sabbatical leave, for one (1) year for each semester of leave. An employee who fails to comply with the approved sabbatical plan incurs an obligation to pay back to the District within sixty (60) days of receiving notice

of non-compliance whatever (if any) portion of the sabbatical salary has been paid and the cost of all TRS payments and other benefits provided (if any) on behalf of the employee. An employee who fails to return for one (1) school year incurs an obligation to pay back within sixty (60) days after terminating service to the District the full amount of sabbatical salary received (if any) and all of the TRS and other benefits provided (if any) on behalf of the employee. An employee who fails to return for a required second school year incurs an obligation to pay within sixty (60) days after terminating service to the District one-half (1/2) of the sabbatical salary (if any) received (and one-half (1/2) of the TRS) and other benefit payments made (if any) on behalf of the employee.

- d. An employee on sabbatical leave may receive (1) a scholarship or fellowship and a sabbatical stipend (if eligible to receive the stipend under this Article); or (2) remuneration for approved work experience and a sabbatical stipend (if eligible to receive the stipend under this Article), provided that the total of the sabbatical stipend and the income from the approved work experience (including dependency allowances) does not exceed the employee's regular base salary for that period of time. If appropriate, the sabbatical leave stipend will be reduced by an amount which would bring the total of the sabbatical leave stipend and the income from approved work experience of the employee on leave to the regular base salary for that period of time.
4. Number: The Board of Education may grant sabbatical leave in any given year to employees in the ratio of one (1) for every twenty-five (25) (plus 1 if the fraction remaining is 13/25 or more) of the total certified employees. Any sabbatical leaves, which the Board is required to grant to a master employee in accordance with Section 1525 of the School Code, shall be counted first in computing the above ration. The Board of Education in any given year may elect to grant fewer or more sabbatical leaves than are stipulated here.
5. Purpose: The purpose of the sabbatical leave is to enable the employee to engage in activities that will lead to improved services to the school. Such things as resident study, writing, research, work experience, travel, or a combination of these may be regarded as legitimate sabbatical leave activities.
6. Application: An Application for sabbatical leave must be submitted to the Superintendent by January 15 of the school year preceding the planned leave. Applications will be acted on by the Board at its regular meeting in February. An applicant must be endorsed by the Principal and the Superintendent. Each application should contain questions relating to previous leaves; specific sabbatical plans; anticipated values to the applicant, colleagues, and students; and evidence of the applicant's past efforts toward professional growth.
7. Change of Plans: During the sabbatical leave, the employee may find it necessary to alter the original plan submitted to the Board of Education. In that case, an explanation of the change detailing the exigencies which brought about or necessitated the change must be submitted to the Superintendent. The employee on leave may implement the change of plans only after the change has been approved by the Board of Education.
8. Priorities: When two (2) or more applications are considered to be of equal merit as measured by the criteria listed in Section 6, priorities will be given as follows: (1) not more than one(1) from each department; (2) employees senior in service with the school district over those with shorter service; (3) employees with longer total teaching experience over those less experienced; (4) those applying for a first sabbatical leave over those applying for a second time; (5) employees applying for a year's leave over those applying for a semester's leave.
9. Return to Status: The employee will return to a position equal in responsibility to the one held before the leave; and in contractual considerations, this leave will be considered to be a year's (or a semester's) service. Within one(1) month after returning to duty from

sabbatical leave, the employee is required to submit in writing to the Board of Education a detailed reporting giving evidence of compliance with the plan on the basis of which the leave was granted.

- I. Disability Leave: Employees accessing leave under this section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence where the need for leave is foreseeable. If the employee must begin medical treatment sooner or the need for leave or its timing is not foreseeable, notice shall be given as promptly as is practicable under the circumstances of the particular case. The notice shall include: The reason(s) for the requested leave; the anticipated duration of the leave and the date on which leave is requested to commence. A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to eligible employees in accordance with the Family and Medical Leave Act (FMLA) for the purposes permitted by FMLA. Such purposes include:
 1. Because of and to care for the employee's child upon birth or placement for adoption or foster care. Entitlement to leave under these circumstances shall expire at the end of the twelve (12) month period beginning on the date of the birth or placement of the child.
 2. To care for the employee's spouse, child, or parent who has a health condition.
 3. Because of an employee's own health condition that makes the employee unable to perform the functions of the employee's position. For the purpose of this provision, a child is defined as the biological, adopted, foster child, stepchild, legal ward, or a child for whom an employee is standing in loco parentis who is under eighteen (18) years old (or 18 years or older and incapable of self-care because of mental or physical disability). Parent is defined as the biological parent of the employee or an individual who stood in loco parentis when the employee was a son or daughter.
 4. An FMLA leave may be taken on an intermittent or reduced schedule when medically necessary, according to the provisions of Section 102 (b) of the FMLA>
 5. Paid sick leave available to the employee under the terms of this Agreement and used by the employee for the same purposes as the FMLA leave available, and will be counted as part of the leave time available and used under FMLA leave.
 6. During the period of FMLA leave, the employee's health insurance benefits shall be continued as required by the FMLA, subject to Section 104 (C) (2) of the FMLA.
 7. All FLMA leaves shall be subject to and administered in accordance with the FMLA and its applicable regulations.

The Board has the right to receive medical certification from the employee's health care provider regarding the necessity for leave taken under this Article. The employee will facilitate and cooperate in the furnishing of such information, which shall include:

1. The date the illness or disability commenced and the health care provider's best medical judgment concerning the probably duration of the condition;
2. Diagnosis of the illness or disability;

3. A brief statement of the regimen of the treatment prescribed for the condition by the health care provider (including: estimated number of visits; nature; frequency and duration of treatment, including treatment by another provider of health services on referral by or order of the health care provider).
4. Indication of whether in-patient hospitalization is required; and
5. Either a statement that the employee is unable to perform work of any kind, or a statement that the employee is unable to perform the essential functions of the employee's position, with or without reasonable accommodation.

The Board has the right to require that a second medical opinion (at Board expense) be obtained. If that opinion differs from that of the employee's health care provider, the employee and Board (in consultation with the SEA, if requested by the employee) shall mutually designate a third health care provider whose opinion relative to leave eligibility or initial fitness to return to work shall be final and binding on the Board, the employee, and the SEA. The cost of this examination shall be paid by the Board.

The Board shall have the right to require recertification during the leave period and medical certification of the employee's fitness to return to duty at the expiration of the leave period.

The Board and the employee agree to cooperate in scheduling commencement and return from leave at a time, which minimizes disruptions to the continuity of educational programming and service delivery.

Upon return from leave, the employee shall be restored to either the same position from which leave was taken or to a position for which the employee is certified and qualified.

Assignment to a position for which the employee is certified and qualified shall be considered as restoration to an equivalent position for purposes of applying the FMLA. Restoration may be denied in the event of a reduction in personnel under Article 9 of this Agreement.

An employee ending the school year on an unpaid leave and paying his/her health insurance premium shall continue to pay the health insurance premiums during the summer recess.

Employees returning to work at the beginning of the next year shall be reimbursed for any premiums he/she paid during the summer recess.

ARTICLE 14
PROFESSIONAL COMPENSATION

- A. The employee shall be compensation according to Appendix D.
- B. Employees required in the course of their work to drive personal automobiles from one school building to another or to use personal automobiles for field trips or other business of the district shall receive a travel allowance equal to the current Internal Revenue standard mileage rate.

ARTICLE 15
JOB SHARING

Job share shall refer to two (2) bargaining unit members sharing one (1) full-time position.

- A. Purpose: The bargaining unit members may, at their request, pair up for the purpose of sharing one (1) teaching assignment. This voluntary pairing shall not occur if the pairing results in the involuntary layoff or involuntary transfer of a full-time employee. The application for Job Sharing shall be approved or disapproved in writing by the Superintendent within thirty (30) days of the application. In the event a request is denied, the reason shall be set forth in writing, and the applicants shall be given the opportunity to modify and/or revise their application.
- B. Application: The applying employee shall notify the SEA and School District by March 1 of each year. They must indicate their desire to job share for the following school year and detail their working arrangement. The plan shall include the following: specific work schedule for each job sharer, responsibilities for faculty meetings, field trips, planning time, recess duty, etc. Employees may request to work full days, part of the day, or any other logical arrangement. Once the plan has been submitted, the plan may not be changed unless the District and the employee agree.
- C. Pairing: The employees who have jointly agreed to work together must be certified and qualified for the job they will share. The job sharing arrangement shall be for one (1) year, renewable at the option of both employees, subject to approval by the Superintendent.
- D. Responsibilities: Responsibilities of an assignment by two (2) job sharers may be decided and/or allocated to a plan designed by the job sharers, with the agreement of the District. The

employees are required to attend regular staff meetings, parent-teachers conferences, District meetings, IEPC meetings, in-service or special training day such as curriculum workshops and elementary grade level meetings which are required of regular full time employees.

- E. Compensation: Compensation shall be determined by each employee's step and column of the salary schedule, pro-rated. Each employee will gain one (1) full year of seniority and will move up one (1) full step on the salary schedule for each year worked at the job sharing position. Also, all other provisions under the contract shall continue as if the employee had worked a regular full time position.

- F. Benefits: Sick leave and personal leave shall be granted on a pro-rated basis. Fringe benefits shall be provided on a pro-rated basis.

- G. Substituting: In the event that one (1) of the employees is absent and is covered by one of the paid leave of absence provisions in Article 13, the other employee will have first opportunity to substitute for the absent employee. The partner who is substituting shall be paid the retired employee sub rate of pay, pro-rated for the period of the time he/she substitutes for the absent partner. Should the partner who is substituting substitute for longer than ten (10) consecutive days, the job sharer shall be paid according to their job sharer's full time daily rate for working the full position.

- H. Mid-Year Vacancy: Neither participant in a job sharing position may exercise seniority rights to displace the other participant from a portion of the assignment during the school year. In the event one of the job-sharing employees leaves the employment of the District during the course of the school year, the other employee shall automatically assume full time status in the position being shared for the remainder of that school year. This provision may be waived upon the written approval of the District.

- I. Year-End Vacancy: In the event one (1) of the employees leaves the employment of the District or the job share position at the conclusion of a school year, the other employee in the position will be given first option for full time status within that classroom, or to reapply for the shared time position with another individual.

J. Seniority: Job sharing pairings will not harm a more senior full time employee. Seniority is the determining fact for job sharing partners when they return to full time status or continue in job sharing for the following school year.

K. Reduction in Force:

1. The seniority of the least senior of the job-sharing employee shall determine if the employee can continue to job share in the same grade for the following year, or if they need to move to another grade due to a reduction in force in their present grade level.
2. In the event that a building level reduction in force is necessary due to changes in building enrollment or attendance areas, an employee's district seniority will determine involuntary transfers within a grade level.
3. Job sharers who transfer to a full time position in order to remain in their present grade level due to a reduction in force must remain in the full time position for at least one (1) year if the move to full time resulted in the involuntary transfer of a less senior employee (other than the job sharing partner).

L. Discontinuing Job Sharing: At the conclusion of a job sharing assignment, if either the District or the job sharers elect to discontinue job sharing for the next school year, each employee will have the right to return to full time status in accordance with the following paragraphs:

1. Employees involved in a job share assignment shall give notice of their intent to return to a full time position for the next school year no later than March 1. The District shall notify the job sharers no later than April 1 if it plans to discontinue the job sharing assignment.
2. If a shared time assignment is discontinued, the job-sharing employees may apply for any vacancies that may be available.
3. If no vacancies are available, said employees shall continue in their job share position until a vacancy or vacancies become available.
4. If the job sharing assignment is discontinued by the District and there are no vacancies available, the job sharers shall bump the least senior full time employees in position for which the job sharers are certified and qualified.

M. Approval: The District, job sharing employees and the SEA shall sign the approved job sharing agreement. The participants shall receive a copy of the signed job sharing agreement.

ARTICLE 16
SPECIAL EDUCATION/LEAST RESTRICTIVE
ENVIRONMENT/MEDICAL PROCEDURES

A. Placement Information: Any employee who, as a result of an IEP placement, will be providing instruction or other services for a handicapped student in a special or regular education classroom setting will be advised of the identity of the handicapped student and provided with access to information pertaining to the student's placement available from the special education employee and education records containing information of legitimate educational interest to the employee.

- B. IEPC Attendance: The District shall provide written notice the grade level employee who will be providing instructional or other service to a handicapped student to participate in the IEPC, which may initial place (or continue the placement) of the student in a regular education classroom. All employees providing instructional or other services to a handicapped student will receive a copy of that student's accommodation form.
- C. Problems: If any employee to whom a handicapped student is assigned advises the District, in writing, of a reasonable basis to believe that problems exist in the implementation of the student's current IEP which negatively impact the student's educational progress and/or impede the learning progress of non-handicapped students in the same classroom setting, the employee shall have the right to request a meeting of appropriate staff to discuss the problems and possible solutions or to request the convening of another IEPC meeting.
- D. Training: If requested by the employee, the District will provide in-service and/or other training to employees regarding the instruction and behavioral management of handicapped students in regular education classroom settings.
- E. Medical Procedures: Where clean intermittent catheterization, suctioning (nasal, oral, or deep), tracheotomy care (clean, suction, etc.), tube feeding, medication (oral, topical) related to the procedures enumerated herein, medication by gastrostomy tube, oxygen regulation or care, or similar procedures, are necessary to maintain a student in the classroom, these procedures will be performed by school support personnel. Employees and support personnel will be provided with appropriate training. Employees will not be required to perform these procedures except in emergency situations.
- Special education employees, in case of a student requiring medical procedure by an IEP, shall not be subject to Article 16 of this Agreement.

ARTICLE 17
MISCELLANEOUS PROVISIONS

- A. Continuity of Operations: The SEA and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The SEA and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without

interruption of the school program. The Association therefore agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employee take part in, any strike, slowdown, stoppage of work, boycott, picketing, or other interruption of activities in the school system.

- B. Waiver: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the SEA for the life of this Agreement, voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and also with respect to any subject or matter not specifically referred to or covering in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Matters of common concern may be subject to negotiations during the period of this Agreement upon the request and mutual agreement of both parties.
- C. Entire Agreement: This Agreement supersedes and cancels all previous agreements, verbal or written based on alleged past practices, between the Board and the SEA and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- D. At the beginning of each school year, the SEA shall be credited with five (5) days to be used by the employees who are officers or agents of the SEA; such use to be at the discretion of the SEA. The SEA agrees to notify the Administration no less than forty-eight (48) hours in advance of taking such leave. The SEA will reimburse the Board for the costs of substitute employees.

ARTICLE 18
INCREMENT ADVANCEMENT BASED ON
PROFESSIONAL GROWTH OR LONGEVITY

An employee must have satisfactorily completed five (5) days of teacher professional development during the school year to receive a pay raise or pay increment. The “professional development day “ is defined as six (6) hours. Five (5) days is the equivalent of thirty (30) hours. The number of hours acquired during a

calendar day may not be counted as more than one (1) day of professional development. The reporting year is defined as May 1 through April 30. The form (Appendix G) is to be submitted to your principal's office by May 15 of each year. Qualified professional development is defined by the State of Michigan School Code: Section 1526 and 1527 and is outlined on Appendix G.

- A. New teachers, during the first three (3) years of classroom teaching in the profession, must include both the fifteen (15) days of professional development over the first three (3) years of teaching, and the five (5) annual days of teacher professional development as required under Section 1527.
- B. Each teacher is responsible for managing the status of his/her teaching certificate/credential by complying with all conditions, including the acquisition of eighteen (18) or more semester hours for the Professional Education certificate or six (6) semester hour credits or equivalent continuing education units for renewal of this certificate. A teacher may apply the acquisition of eighteen (18) semester hours or six (6) semester hour credits or equivalent to meet the annual obligation of five (5) professional development days.
- C. With respect to BA +18, MA +15 and MA +30, courses may be counted if they have the prior approval of the Building Principal and Superintendent and to determine horizontal moves on the teacher's pay scale; the teacher must meet the following criteria: (1) hours received after Bachelor's degree; (2) valid Michigan Teaching Certificate (when in place when credentials received); (3) course(s) with a five hundred (500) or greater course number; (4) B or better grade received; and (5) relation to field of present assignment of teacher (or approved administrative or education program).

Employees who have taken courses prior to employment with Saugatuck Public Schools that meet these requirements will submit transcripts for approval by the Building Principal and Superintendent. New employee records will be checked at the time of hire by the Superintendent or his/her designee.

- D. Employees completing the necessary number of hours for advancement to the next higher schedule should notify the Central Office as soon as the work is completed. They will be placed on the higher schedule at the beginning of the next school year. Verification of the credits will be required.

ARTICLE 19
DURATION OF AGREEMENT

THIS AGREEMENT shall become effective as of September 1, 2010 and shall continue in effect until the 30th day of June, 2012. This Agreement shall not be extended verbally, and it is expressly understood that it shall expire on the date indicated.

SIGNATURES

SAUGATUCK
EDUCATION SEA

By: Betsy Nebbert
President

By: Patsy Gelineo
Vice-President

By: Norman Malloway
Negotiating Committee

By: L. Jordan Cople
Negotiating Committee

SAUGATUCK
BOARD OF EDUCATION

By: Maureen
President

By: David
Vice-President

By: Jan M. Lane
Secretary

By: Jeff Myers
Treasurer

By: [Signature]
Trustee

By: [Signature]
Trustee

By: [Signature]
Trustee

APPENDIX A
FRINGE BENEFITS

1. The Board will make premium payments on behalf of the employees and their eligible dependents for the stated fringe benefit plans effective September 1, 2010.
 - a. The Board's contribution for the 2010-2011 school year shall be the cost of the plan selected less the monthly co-pay of \$35.00 per month, for the months of September 2010 through December 2010. Co-pays will be deducted from the employee through payroll deduction, subject to the IRS 125 Code
 - b. There will be no employee monthly premium contributions required after December 31, 2010.
 - c. Employees with spouses working for the district, who qualify for health benefits, will only select one health package and corresponding cash in lieu. The District will not double insure for the health coverage.
 - d. Employee's may opt to purchase other voluntary benefits at the stated premium rates. See plan descriptions for complete coverage definitions.
 - e. Coverage shall commence SEPTEMBER 1ST of the school year and continue for a full twelve (12) month period for all employees who complete the term of their contract.
 - f. Employees working less than full time will be eligible for benefits with a premium co-pay deducted from the employee through payroll deduction, based upon their prorated schedule.

2. Fringe Benefit Plan descriptions and complete coverage definitions are available at www.saugatuckps.com, click on the blue transparency button at the top right corner , than scroll down to on-line benefit plan descriptions.
 - a. **Health Insurance Plan -**
Health Insurance: Employees will select health insurance or cash in lieu of health insurance as follows:
PRIORITY HEALTH – POS-A: Effective January 1, 2011
(MESSA CHOICES II : (Only offered September 1, 2010 through December 31, 2010)
 - b. **\$500 FLEX Dollars:** Employees selecting Priority Health will receive a one-time contribution of \$500 (five hundred dollars) to the 125 CAFETERIA FLEX PLAN in January, 2012. Enrollment and plan documents will be sent out December 2011
 - c. **Cash in Lieu of Health Insurance:** Those employees not selecting a health plan will receive cash in lieu of health benefits in the amount of \$2,500 (twenty- five hundred dollars and 00/100 per year). Cash in Lieu payments are paid in equal installments from September through May.
 - d. **Ancillary Health Benefits -**
All employees will receive the following ancillary benefits in addition to their choice of either a health or cash in lieu of health benefits:
Vision
Dental
LTD-Long Term Disability
LIFE and AD&D in the amount of \$50,000

3. Tuition Reimbursement:

The Board shall provide tuition reimbursement, for tuition expenses incurred, up to the amount of Western Michigan University's tuition rate for three graduate semester hours per year. This payment is for professional improvement college credit that has the prior approval of the Building Principal and the Superintendent. The year shall be from JUNE 1ST through MAY 31ST. In addition, textbook reimbursement of up to \$30 will be paid upon presentation of a receipt for textbooks.

Fringe Benefit Plan Summaries

*Provided as a summary of benefits only. SEA members may request a copy of the Certificate of Coverage from Priority Health's Customer Service Department at 616-942-1221 or 800-446-5674 or on line at priorityhealth.com. Contact Priority Health's Customer Service Department about questions concerning Health benefits or coverage. For all other plans refer to your plan booklet, or go to www.saugatuckps.com/transparency button.

HEALTH PLAN: PRIORITY HEALTH POS

Plan Summary	Preferred Benefit - 100%	Alternate Benefit 80% / 20%
Deductibles	N/A	\$2500 Individual \$5000 Family
Physicians Services		
Office Visit	\$10 co-payment	80% reasonable & customary
Outpatient Services	100%	80% reasonable & customary
Hospital Services		
In/Out Patient	100%	80% reasonable & customary pre-approval required
Hospital Professional Services	100%	80% reasonable & customary pre-approval required
Emergency Room	\$25 co-payment	\$25 co-payment
Urgent Care	\$15 co-payment	\$15 co-payment
Ambulance (land or air)	\$50 co-payment	\$50 co-payment
RX Drugs	\$10 Generic \$20 Name Brand	\$10 Generic \$20 Name Brand

DENTAL PLAN: DELTA

Plan Summary	PPO Dentist
\$1200 Maximum per person per plan year	
Class I: Diagnostic/Preventative (oral exams & cleanings 2x per year)	100%
Class II: X-Rays/Restorative (fillings and crown repairs) root canals, gum disease, oral surgery, crowns, other basic services	60%
Class III: Prosthodontic Services (bridge, implants, dentures)	60%
Class IV: Orthodontic Services (braces) to age 19	60%
	\$1500 maximum

VISION PLAN: VSP 3 GOLD

Panel Provider Benefits

Benefits for exams, lenses or frames which are Covered Charges and obtained from a VSP Panel Provider are paid in accordance with an agreement between BSP and the provider. Under this agreement a provider accepts the VSP payment as payment in full for incurred Covered Charges. Specific choices of frames, contacts, services may fall outside of the covered charges, and will result in a co-payment for benefits. Speak to your Panel Provider regarding total costs for your services.

Non-Panel Provider Benefits

Benefits for examinations, lenses or frames which are Covered Charges and obtained from a Non-Panel Provider are subject to the following maximum amount of reimbursement.

Eye Exams	\$35 Optometrist \$45 Ophthalmologist
Spectacle Lenses	\$38 - \$138
Frames	\$55
Contact Lenses Including Exam	\$200 (necessary) \$115 (elective cosmetic)

NEGOTIATED LIFE, AD & D LONG TERM DISABILITY: MESSA

Negotiated Life	\$50,000
Negotiated Accidental Death	\$50,000
Long Term Disability	Maximum Benefit: \$2,500 Maximum Monthly Salary: \$3,750

APPENDIX B
PAYROLL

- A. Payroll for the 2010-2011 and 2011-2012 school year will be based on TWENTY-SIX (26) or TWENTY- TWO (22) periods per school year.
- B. Direct Deposit: All payroll checks are processed through direct deposit. Secure on-line pay information is available through www.saugatuckps.com, Staff Forms and Information, Pay Stub Module. Please contact the payroll department to reset passwords or login ID's.

The cost of replacing lost W2's or stopping payment on reimbursement checks will be assumed by the employee. The cost of any deduction changes will be assumed by the Board.

- C. Provided that the employee has authorized payroll deductions in writing, the Board will deduct for the following:
 - 1. Health Insurance
 - 2. Board Approved Annuities
 - 3. School Employee's Credit Union (former Allegan County School Employee's Credit Union)
 - 4. SEA Dues
 - 5. Savings
 - 6. Voluntary Options Under the 125-Plan
 - 7. Other Deductions as Approved by the Superintendent

APPENDIX C
GRIEVANCE REPORT FORM
SAUGATUCK PUBLIC SCHOOLS

GRIEVANCE # _____

Building _____

GRIEVANCE REPORT

Assignment _____ Name of Grievant _____ Date Filed _____

STEP 1

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

3. Article of Contract Violated _____

Signature

Dated

C. Disposition by Principal _____

Signature

Dated

D. Position of Grievant and/or SEA _____

Signature

Dated

APPENDIX C
GRIEVANCE REPORT FORM
SAUGATUCK PUBLIC SCHOOLS

GRIEVANCE # _____

Building _____

GRIEVANCE REPORT

Assignment _____ Name of Grievant _____ Date Filed _____

STEP 2

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Dated

C. Position of Grievant and/or SEA _____

Signature

Dated

APPENDIX C
GRIEVANCE REPORT FORM
SAUGATUCK PUBLIC SCHOOLS

GRIEVANCE # _____

Building _____

GRIEVANCE REPORT

Assignment _____ Name of Grievant _____ Date Filed _____

STEP 3

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature

Dated

C. Position of Grievant and/or SEA _____

Signature

Dated

APPENDIX D

WEIGHTED STEP 3.04%
APPENDIX D-2
2010-2011

0

2009-2010 \$ 36,255

New Base Salary \$ 37,252 2.750%

Step	Index	BA	Index	BA18	BA18	Index	MA	Index	MA15	MA15	Index	MA30
1	1.000	\$ 37,252	1.040	\$ 38,742	\$ 39,860	1.070	\$ 41,350	1.110	\$ 43,399	\$ 41,350	1.170	\$ 43,585
2	1.050	\$ 39,115	1.090	\$ 40,605	\$ 41,909	1.125	\$ 43,399	1.165	\$ 45,447	\$ 43,399	1.225	\$ 45,634
3	1.100	\$ 40,977	1.140	\$ 42,467	\$ 43,957	1.180	\$ 45,447	1.220	\$ 47,496	\$ 45,447	1.280	\$ 47,683
4	1.150	\$ 42,840	1.190	\$ 44,330	\$ 46,006	1.235	\$ 47,496	1.275	\$ 49,545	\$ 47,496	1.335	\$ 49,731
5	1.200	\$ 44,702	1.240	\$ 46,192	\$ 48,055	1.290	\$ 49,545	1.330	\$ 51,594	\$ 49,545	1.390	\$ 51,780
6	1.250	\$ 46,565	1.290	\$ 48,055	\$ 50,104	1.345	\$ 51,594	1.385	\$ 53,643	\$ 51,594	1.445	\$ 53,829
7	1.300	\$ 48,428	1.340	\$ 49,918	\$ 52,153	1.400	\$ 53,643	1.440	\$ 55,692	\$ 53,643	1.500	\$ 55,878
8	1.350	\$ 50,290	1.390	\$ 51,780	\$ 54,202	1.455	\$ 55,692	1.495	\$ 57,741	\$ 55,692	1.555	\$ 57,927
9	1.400	\$ 52,153	1.440	\$ 53,643	\$ 56,251	1.510	\$ 57,741	1.550	\$ 59,789	\$ 57,741	1.610	\$ 59,976
10	1.450	\$ 54,015	1.490	\$ 55,505	\$ 58,299	1.565	\$ 59,789	1.605	\$ 61,838	\$ 59,789	1.665	\$ 62,025
11	1.500	\$ 55,878	1.540	\$ 57,368	\$ 60,348	1.620	\$ 61,838	1.660	\$ 63,887	\$ 61,838	1.720	\$ 64,073
12	1.550	\$ 57,741	1.590	\$ 59,231	\$ 62,397	1.675	\$ 63,887	1.715	\$ 65,936	\$ 63,887	1.775	\$ 66,122
13-14	1.600	\$ 59,603	1.640	\$ 61,093	\$ 64,446	1.730	\$ 65,936	1.770	\$ 67,985	\$ 65,936	1.830	\$ 68,171
15-16	1.600	\$ 59,603	1.690	\$ 62,956	\$ 66,495	1.785	\$ 67,985	1.825	\$ 70,034	\$ 67,985	1.885	\$ 70,220
17	1.600	\$ 59,603	1.740	\$ 64,819	\$ 68,544	1.840	\$ 70,034	1.880	\$ 71,151	\$ 70,034	1.940	\$ 72,269
18	1.600	\$ 59,603	1.770	\$ 65,936	\$ 69,661	1.870	\$ 71,151	1.910	\$ 74,132	\$ 71,151	1.990	\$ 74,132

APPENDIX D

WEIGHTED STEP 3.04%
APPENDIX D-2
2011-2012

2010-2011 \$ 37,252
New Base Salary \$ 38,090

2.250%

Step	Index	BA	BA Incr	BA Index	BA18	BA18 Incr	BA18 Index	MA	MA Incr	MA Index	MA15	MA15 Incr	MA15 Index	MA30
1	1.000	\$ 38,090	\$ Incr	1.040	\$ 39,614	\$ Incr	1.070	\$ 40,756	\$ Incr	1.110	\$ 42,280	\$ Incr	1.170	\$ 44,566
2	1.050	\$ 39,995	\$ 1,905	1.090	\$ 41,518	\$ 1,905	1.125	\$ 42,851	\$ 2,095	1.165	\$ 44,375	\$ 2,095	1.225	\$ 46,660
3	1.100	\$ 41,899	\$ 1,905	1.140	\$ 43,423	\$ 1,905	1.180	\$ 44,946	\$ 2,095	1.220	\$ 46,470	\$ 2,095	1.280	\$ 48,755
4	1.150	\$ 43,804	\$ 1,905	1.190	\$ 45,327	\$ 1,905	1.235	\$ 47,041	\$ 2,095	1.275	\$ 48,565	\$ 2,095	1.335	\$ 50,850
5	1.200	\$ 45,708	\$ 1,905	1.240	\$ 47,232	\$ 1,905	1.290	\$ 49,136	\$ 2,095	1.330	\$ 50,660	\$ 2,095	1.390	\$ 52,945
6	1.250	\$ 47,613	\$ 1,905	1.290	\$ 49,136	\$ 1,905	1.345	\$ 51,231	\$ 2,095	1.385	\$ 52,755	\$ 2,095	1.445	\$ 55,040
7	1.300	\$ 49,517	\$ 1,905	1.340	\$ 51,041	\$ 1,905	1.400	\$ 53,326	\$ 2,095	1.440	\$ 54,850	\$ 2,095	1.500	\$ 57,135
8	1.350	\$ 51,422	\$ 1,905	1.390	\$ 52,945	\$ 1,905	1.455	\$ 55,421	\$ 2,095	1.495	\$ 56,945	\$ 2,095	1.555	\$ 59,230
9	1.400	\$ 53,326	\$ 1,905	1.440	\$ 54,850	\$ 1,905	1.510	\$ 57,516	\$ 2,095	1.550	\$ 59,040	\$ 2,095	1.610	\$ 61,325
10	1.450	\$ 55,231	\$ 1,905	1.490	\$ 56,754	\$ 1,905	1.565	\$ 59,611	\$ 2,095	1.605	\$ 61,135	\$ 2,095	1.665	\$ 63,420
11	1.500	\$ 57,135	\$ 1,905	1.540	\$ 58,659	\$ 1,905	1.620	\$ 61,706	\$ 2,095	1.660	\$ 63,230	\$ 2,095	1.720	\$ 65,515
12	1.550	\$ 59,040	\$ 1,905	1.590	\$ 60,563	\$ 1,905	1.675	\$ 63,801	\$ 2,095	1.715	\$ 65,325	\$ 2,095	1.775	\$ 67,610
13-14	1.600	\$ 60,944	\$ 1,905	1.640	\$ 62,468	\$ 1,905	1.730	\$ 65,896	\$ 2,095	1.770	\$ 67,420	\$ 2,095	1.830	\$ 69,705
15-16	1.600	\$ 60,944	\$ -	1.690	\$ 64,372	\$ 1,905	1.785	\$ 67,991	\$ 2,095	1.825	\$ 69,515	\$ 2,095	1.885	\$ 71,800
17	1.600	\$ 60,944	\$ -	1.740	\$ 66,277	\$ 1,905	1.840	\$ 70,086	\$ 2,095	1.880	\$ 71,610	\$ 2,095	1.940	\$ 73,895
18	1.600	\$ 60,944	\$ -	1.770	\$ 67,420	\$ 1,143	1.870	\$ 71,229	\$ 1,143	1.910	\$ 72,752	\$ 1,143	1.990	\$ 75,799

APPENDIX E
PAY FOR EXTRA-CURRICULAR ACTIVITIES – ATHLETICS

FALL SPORTS

Football			Volleyball	
Varsity Head Coach	14%		Varsity Head Coach	14%
Varsity Assistant	7%*		JV Head Coach	8%*
JV Head Coach	7%*		Freshmen Coach	6%*
JV Assistant	7%*			
Soccer – Boys			Cross Country	
Varsity Head Coach	10%		Varsity Head Coach	10%
			Varsity Assistant	7%*

WINTER SPORTS

Basketball – Boys			Basketball – Girls	
Varsity Head Coach	14%		Varsity Head Coach	14%
JV Head Coach	8%*		JV Head Coach	8%*
Freshmen Coach	6%*			

SPRING SPORTS

Golf			Track	
Varsity Head Coach	10%		Boys Varsity Head Coach	10%
JV Head Coach* for 12 or more total (V/JV players)	7%*		Girls Varsity Head Coach	10%
Softball			Baseball	
Varsity Head Coach	10%		Varsity Head Coach	10%
JV Head Coach	7%*		JV Head Coach	7%*

MIDDLE SCHOOL SPORTS

Activity	Weeks	Activity	Weeks
Football	9	Cross Country	6
Volleyball – 8 th grade	8	Track – Boys	7
Volleyball – 7 th grade	8	Track – Girls	7
		Soccer – Boys	8
Boys Basketball – 8 th grade	8	Soccer – Girls	8
Boys Basketball – 7 th grade	8		
		Girls Basketball – 8 th grade	8
		Girls Basketball – 7 th grade	8
Athletic Director	19%		

Compensation for MIDDLE SCHOOL SPORTS for specific activities is to be limited \$250 times weeks listed.
 Compensation for HIGH SCHOOL SPORTS for specific activities is to be limited to five (5) steps on the BA Base
 Example: 3 years experience – 4th step of BA column x Percentage of Activity
 Example: 5+ years experience – 5th step of BA column x Percentage of Activity

The term “experience” refers to the specific activity, not number of years employment.
 Assignments are determined by the Athletic Director. Prior approval is required for positions not currently posted as open.

***Freshmen and JV Teams**

Minimum number of participants necessary to offer sport team will be the number of players to field a team +3
 i.e. Boys freshman basketball: 5 + 3 = 8
 If JV and freshman teams are not offered due to low numbers, every attempt shall be made by the Varsity/JV teams to accommodate displaced athletes.

All non-teaching coaches will be processed through the third party provider.
 Coaching pay is distributed either 100% at conclusion of sport or 50% midway, and balance at conclusion.

APPENDIX E-2
PAY FOR CO-CURRICULAR ACTIVITIES – NON ATHLETIC

High School Band Director.....	10%
Junior High Band Director.....	5%
Pep Band – Football Season.....	1%
Pep Band – Basketball Season.....	2%
High School Choir.....	3%
High School Dramatics.....	8%
High School Yearbook/Newspaper.....	4%
Art a~Loan.....	3%

COMPENSATION FOR SPECIFIC ACTIVITY IS TO BE LIMITED TO FIVE (5) STEPS ON THE BA BASE.

Example: 3 years experience – 4th step of BA Degree x Percentage of Activity
 5 years experience – 5th step of BA Degree x percentage of Activity

The term “experience” refers to the specific activity; not number of years of experience.

Driver Education/Summer School Teaching: Driver Education/Summer School Teachers would receive \$23.25 per hour for roadwork and classroom instruction. There will be an additional \$50.00 preparation stipend for teaching summer school and the classroom portion of driver education. There would also be an additional \$1.00 per hour for an employee who has more than five (5) years of service teaching driver education or teaching summer school for the Saugatuck Public School District.

Summer Curriculum Work:
 In-School Hours \$22.00 per hour

APPENDIX E-3
PAY FOR EXTRA-CURRICULAR ACTIVITIES - NON-ATHLETIC

Class Sponsors:

Senior Sponsor	4%
Junior Sponsor	3%
Sophomore Sponsor.....	2%
Freshman Sponsor.....	2%

Other:

HS Student Council	3%
MS Student Council.....	3%
Quiz Bowl.....	3%
Clubs (authorized).....	2%
HS National Honor Society	2%
Sixth Grade Camp (per Teacher)	\$450

Other activities may be added by approval of the Board of Education.

Example: 3 years experience – 4th step of BA x Percentage of Activity
 5 years experience – 5th step of BA x Percentage of Activity

The term “experience” refers to the specific activity; not number of years of employment.

APPENDIX F
SCHOOL CALENDAR
2010 - 2011 SCHOOL CALENDAR

SEPTEMBER 2010

	1-2	Staff In-Service
Mon	6	Labor Day – no School
Tue	7	First Day of School (Full Day)
Wed	15	Middle-High School Open House
Thu	16	Elementary Open House

OCTOBER 2010

Mon.	4	In Service Day for Staff (no school for students)
	12-20	MEAP Testing and Make-up Exams

NOVEMBER 2010

Tue	2	Parent-Teacher Conferences (5-8 pm) - Elementary
Wed	3	Parent-Teacher Conferences (5-8 pm) – Middle-High School
Thu	4	Parent-Teacher Conferences (5-8 pm) – Elementary & Middle-High School
Fri.	5	No School for Students: Elementary ½ Day In Service (8-11) and Parent-Teacher Conferences ½ Day (1-3) and Middle-High School In Service (8-3)
Tue	23	End of First Trimester - Half Day for Students; Records Day for Middle-High School Staff; In Service for Elementary Staff
	24-26	No School – Thanksgiving Holiday
Mon	29	Start of Second Trimester

DECEMBER 2010

	20-31	Holiday Break
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JANUARY 2011

Mon.	3	School Resumes
Mon.	24	No School for Students: Records Day for DES Staff / In Service Day for Middle-High School Staff

FEBRUARY 2011

	9-10	Parent-Teacher Conferences Middle-High School (5-8 pm)
Fri.	11-14	No School – Winter Break

MARCH 2011

	1-3	MME Testing
Tues.	8	Parent-Teacher Conferences – Elementary (5-8 pm)
Thurs.	10	Half Day for Students: Parent-Teacher Conferences Elementary (1-3 pm) and (5-8)
		Middle-High School Records Day
Fri.	11	No School
Mon.	14	Start of Third Trimester
	15-17	MME Make-up Testing

APRIL 2011

	1-8	Spring Break
	11	School Resumes

MAY 2011

Wed.	11	No School for Students; In Service for Staff
Mon.	30	Memorial Day Holiday

JUNE 2011

Tues.	7	Half Day of School – Last Day
	8	Records Day for Staff

The first two emergency closing days will not be made up; other school closing days and hours will be rescheduled either by adding days/hours to the end of the school year or by any alternative method mutually agreed to between the District and the Association.

APPENDIX G (Article 18)
ANNUAL RECORD OF PROFESSIONAL DEVELOPMENT
(Requirements of Section 1527 of Public Act 335, 1993)

Annual Record of Professional Development

This form shall be completed annually by each employee of Saugatuck Public Schools, signed and dated by the building principal or supervisor and returned to Central Office. Each year, a copy of the form shall be placed in the teacher's personnel file and a copy provided to the teacher for his/her record. A guideline for professional development that qualifies for the Michigan Legislative Requirements is listed on an attached form. Individuals completing the form should report the professional development according to the reportable areas as noted on the grid (use more than one form if necessary to record professional development for the year).

 Printed Name of Teacher/Employee

 Current School Year

1. School Improvement Plan - number of hours of sustained professional development that directly links the professional's learning needs to the needs of students he/she teaches and the school improvement plan.

DATE	TITLE/ACTIVITY	PURPOSE/SKILL ADDRESSED	HOURS (WHOLE #'S ONLY)
TOTAL HOURS			

2. Mentoring - the number of hours of professional development supporting the induction and mentoring of the novice teacher.

DATE	TITLE/ACTIVITY	PURPOSE/SKILL ADDRESSED	HOURS (WHOLE #'S ONLY)
TOTAL HOURS			

3. Workshops of Conferences - the number of hours of participation in one-day or short-term professional development provided by LEAs (local educational association), ISDs, higher education institutions, regional math/science centers, professional organization, etc..

DATE	TITLE/ACTIVITY	PURPOSE/SKILL ADDRESSED	HOURS (WHOLE #'S ONLY)
TOTAL HOURS			

4. Coursework - the number of hours of professional development acquired through continuing education courses taken for credit at an institution of higher education.			
DATE	TITLE/ACTIVITY	PURPOSE/SKILL ADDRESSED	HOURS (WHOLE #'S ONLY)
TOTAL HOURS			

5. Professional development specifically for the purpose of attaining High Qualified Status.			
DATE	TITLE/ACTIVITY	PURPOSE/SKILL ADDRESSED	HOURS (WHOLE #'S ONLY)
TOTAL HOURS			

If the number of professional development hours is below 0.5, round **down** to the nearest whole number of hours. If the number of hours is 0.5 or above, round **up** to the nearest whole number of hours.

Employee's Signature

Dated

Approval for Submission by Principal/Supervisor

Dated

Completed form must be submitted to the principal's office by May 15 and forwarded after approval to the Central Office no later than May 30,

**A Few Guidelines for Professional Development that qualifies for
Michigan Legislative Requirements, September 2002**

1. Does your planned professional development serve the purpose of increasing student learning?
2. Does your planned professional development align with your school improvement plan?
3. Is your professional development planned, ongoing and intensive?
4. Is this activity supported by the District in some way such as time or cost?

Field 22 in Registry of Educational Personnel (if planned around a topic as shown)	Examples of Activities	Does it qualify as Professional Development under Section 1526? (PD days for new teachers)	Does it qualify as Professional Development under Section 527 (PD days for all teachers)
1	Staff Meetings	NO	NO (unless the meeting is planned around topics of student learning, instructional strategies or curriculum content)
1	Curriculum Development Meetings School Improvement Committees	YES (if you can respond affirmatively to the questions shown above)	YES (if you can respond affirmatively to the questions shown above)
1	Study Groups, Action Learning, Lesson Study, Study of Student Work	YES (if you can respond affirmatively to the questions shown above)	YES (if you can respond affirmatively to the questions shown above)
Does Not Qualify	Parent-Teacher Conferences	NO	NO
Does Not Qualify	Athletic Coaching Clinics	NO	NO
Does Not Qualify	Teacher Planning Time other than Team Planning Time	NO	NO
Does Not Qualify	Records Day	NO	NO
3	Conferences/Workshops On-Site	YES (if it is relevant to the new teacher's classroom needs) (unless it is already being counted under 1527)	YES (if you can respond affirmatively to the questions shown above)
3	Conferences/Workshops at Off-Site Location	YES (if the district pays for it or provides release time and it is relevant to the classroom needs of the new teacher)	YES (if you can respond affirmatively to the questions shown above)
1	Sessions dedicated to qualifying for NCA accreditation	YES (it is addressed in a PDP)	YES (if you can respond affirmatively to the questions shown above)
4	University or College Classes	YES (if the district pays for it or provides release time and it is relevant to the classroom needs of the new teacher)	YES (if the district pays for it and you can respond affirmatively to the questions shown above)
3	Mentoring of New Teacher	YES (in the case of the new teacher being inducted or mentored)	YES (in the case of a veteran teacher providing formal mentoring)
1	Student Teacher Supervision or Cooperating Teacher to a Student Teacher	N/A (Teachers in their first three years in the teaching profession do not usually serve in this role)	YES (if the district pays for it, and you can respond affirmatively to the questions shown above)

PROFESSION DEVELOPMENT EXAMPLES – REVISED FOR 2003-04
(extracted from a MEIS/Registry of Educational Personnel (REP) Guide Book for fall, 2003 submission)

(This is not intended to be an exclusive list of categories. These are meant to serve as examples.)

1. School Improvement Plan – The number of hours sustained professional development, which directly links the professional’s learning needs to the needs of the students he/she teaches and the School Improvement plan. This category is distinguished because the activities are sustained and are aligned with the School Improvement Plan. The activities may be individual but may also include small groups of colleagues who gather for planned activities.
 - Curriculum Alignment for Fourth Grade Content
 - Assessment Practices
 - Best Practices in Reading Instruction
 - Content Study Groups
 - Professional Book Reviews
 - Action Research
 - Designing & Implementing Staff Presentations
 - Analysis of Student Work
 - Student Teacher Supervision or Cooperating Teacher to a Student Teacher
2. Mentoring – The number of hours of professional development supporting the induction and mentoring of the novice teacher.
 - Mentor Meetings
 - Mentor Training
 - Collaborative Learning with Other Mentors
3. Workshops or Conferences – The number of hours of participation in one (1) day or short-term professional development provided by LEAs, ISDs, higher education institutions, regional Math/Science Center, professional organizations, et.
 - Summer Academics
 - Pre School Year Professional Development
 - Blood-Bourne Pathogen Training
 - Curriculum Training
 - NCA Committee Work
 - Technology Training
 - MI-Climb Training
 - Paraprofessional Training
 - MLPP Training
 - New Teacher Workshops
 - New Development in MEAP Assessment
 - Title I Information Sessions
 - Nation, State, or regional SEA conferences such as those provided by Michigan Education SEA, National Art Education SEA, Michigan SEA of School Administrators, etc.
4. Coursework – The number of hours of professional development acquired through continuing education courses taken for credit at an institution of higher education.
 - This category may occur anywhere, but to qualify, college/university credit must be given.
5. Highly Qualified Status – Professional development specifically for the purpose of attaining Highly Qualified Status.
 - This could be any type of professional development acquired at any location; however, to fall into this category, the educator must be participating in this professional development in order to earn designation as Highly Qualified.

NOTE: Professional development is characterized by new learning for professional growth. Only a portion of most in-service days is actually dedicated to new learning. For example, a day of in-service might include breakfast, lunch, introduction of new teachers, welcome by the Superintendent and curriculum development. Only those hours dedicated to new learning (curriculum development) should be counted as professional development.

APPENDIX H
LETTERS OF AGREEMENT/CONTRACT OPENERS

There is a standing "Letter of Agreement" dated April 12, 2004 on file at Central Office that states "In the event the State of Michigan returns to the 180-day school calendar requirement or if there is an agreement to do so among the Saugatuck Board of Education and the Saugatuck Teacher Association, SEA, the school calendar will revert to the 2003-04 school year calendar. Any changes or modifications to future school calendars will begin with the 2003-04 school year. (NOTE: in the 2003-04 school calendar, Saugatuck Public Schools had 185 Teacher Days, 177 Student Days (1/125 clock hours).

As part of the August 9, 2006 Tentative Agreement also on file at Central Office, both parties (Saugatuck Board of Education and the Saugatuck Teacher (Educational) SEA) "mutually agreed that if the insurance increases 12% (twelve percent) over the previous years, this section of the contract is subject to negotiations".

APPENDIX I
2011 LETTER OF AGREEMENT


This Letter of Agreement is entered into between the Saugatuck Public Schools Board of Education and the Saugatuck Education Association, and is effective through August 31, 2011.

The purpose of the Letter of Agreement is to establish a committee to develop portions of a prototype evaluation tool and procedure needed to comply with Section 1249 of the Michigan Revised Code (MRSC 1249). The committee will also make recommendations for compliance with MRSC1250.

The Board hereby authorizes the creation of a committee, which will be comprised of SEA delegates and administrators representing all levels and departments. A final recommendation will be submitted to the Board and the SEA no later than April 30, 2011. It is understood and agreed that the committee will have no authority to reach a tentative agreement on behalf of the Board or SEA. The final recommendation must have the approval of the Board and be ratified by the SEA before implementation.

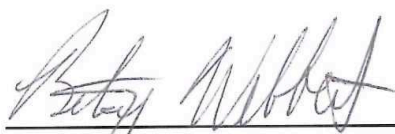
Participants of the joint committee will not receive additional compensation from the District for their participation in this effort.

This Letter of Agreement expires August 31, 2011 unless extended in writing by both the Board and SEA.



Superintendent

Date: 3/7/11



SEA President

Date: March 7, 2011

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