

AGREEMENT

between the

SPRING LAKE BOARD OF EDUCATION

and the

SPRING LAKE EDUCATION ASSOCIATION,
MEA/NEA

JULY 1, 2011--AUGUST 31, 2013

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This AGREEMENT is entered into by and between the BOARD OF EDUCATION of the SCHOOL DISTRICT OF SPRING LAKE, hereinafter called the "Board," and SPRING LAKE EDUCATION ASSOCIATION, MEA-NEA, hereinafter called the "Association."

ARTICLE I

RECOGNITION

The Board agrees to recognize the Association as the exclusive bargaining representative, through its duly accredited officers and representatives, for purposes of collective bargaining in respect to wages, hours, or other conditions of employment, as defined in Sect. 11, Act 379, Public Acts of 1965, for all certified personnel whether under individual contract, on leave according to the terms of this Agreement, or on a part-time basis, employed or to be hereafter employed by the Board, excluding the superintendent, assistant to superintendent, principals, athletic director, and any other supervisors within the meaning of the Public Employment Relations Act. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.

ARTICLE II

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 the executive management and administrative control of the school system and its properties and facilities and staff.
 2. To hire all teachers and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, and to promote, discipline, and transfer all such employees.
 3. To establish grades and courses of instruction, including special programs and 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, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
 5. To determine class schedules and the hours of instruction, the duties, responsibilities, and assignments of teachers with respect thereto, and with respect to administrative and non-teaching activities, 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 and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III

TEACHER RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have according to the Michigan General School laws and Michigan Teacher Tenure Acts.
- B. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers, provided that none of the above are abused in the classroom.
- C. The provisions of this agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status; or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student and shall not on the grounds of race, color, creed, sex, or national origin exclude any student from participation in or deny him/her benefits of any program nor grant any discriminatory consideration or advantage.
- D. The parties recognize that there are a number of different teaching models and strategies that are effective (for example, the "Madeline Hunter" model). Teachers shall be free to use teaching strategies and materials of their choice provided, of course, that their selection is not ineffective or unreasonable. The adopted Spring Lake curriculum shall be followed.

ARTICLE IV

ASSOCIATION RIGHTS

- A. The Board agrees that it shall be a condition of employment that all teachers employed shall adopt one of the provisions as provided for in Section B of this article.
- B. The following provisions are applicable:
 - 1. Such teachers may elect to join the Association and pay the periodic (S.L.E.A., M.E.A., N.E.A.) dues by authorizing the deduction of such amounts from his/her salary, or

2. Such teachers may elect not to join the Association but to pay it a representation fee in an amount established in accordance with Union procedures.
- C. All bargaining unit members who are currently members of the Association or are currently paying a service fee, and all new bargaining unit members, shall (1) 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 Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorized payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the written request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association.
- D. Pursuant to *Chicago Teachers Union v. Hudson*, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy and the administrative procedures (including the timetable for payment) pursuant thereto, apply only to nonunion 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 there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure. The Association shall provide to all non-members copies of the Association's Policy and Procedures.
- E. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay and all court or administrative agency costs that may arise out of or by reasons of action taken or not taken by the Employer, or in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues, or for the purpose of complying with this article, subject, however to the following:
1. The damages have not resulted from negligence of the Board or its agents.
 2. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the damages which may be assessed against the Board by any court or tribunal.
 3. The Association has the right to choose the legal counsel to defend any said suit or action.
 4. The Association shall have the right to compromise or settle any claim made by the Board under this section.

- F. The Board agrees to furnish to the Association in response to written requests all public information.
- G. The Association and its members shall have reasonable access to school building facilities for scheduled meetings of the Association. Some school equipment, including bulletin boards and mailboxes, shall be made available to the Association. For use of these facilities when they are not otherwise in use, the Association will pay according to the Board policy; postings or mailings must be signed. School equipment as used above does not include paper, ink, etc., but rather only use of capital items.

ARTICLE V

VACANCIES AND TRANSFERS

A. VACANCIES

1. DEFINITIONS

- a. "Temporary vacancy" shall mean a bargaining unit position held by a bargaining unit member on a leave of absence.
- b. "Permanent vacancy" shall mean a bargaining unit position newly created (including added sections) or vacant because of the resignation, retirement, transfer, dismissal for cause, or death of the person assigned to said bargaining unit position.

2. POSTING

- a. Vacancies in the bargaining unit or newly created position in the bargaining unit which the Board wishes to fill will be advertised on one bulletin board in each building and in such areas as the Board deems appropriate for a period of not less than five (5) school days. During the summer when school is not in session, teachers desiring to be informed regarding vacancies should leave self-addressed envelopes with the superintendent. The Association President shall receive a copy of each posting during the school year and during the summer.
- b. The posting shall identify the grade level(s) and subject(s) to be taught and the building(s) in which the position exists. Special education classroom vacancies shall identify the handicaps served (e.g. learning disability, emotionally impaired, etc.). For non-classroom vacancies, the job title shall be listed (e.g. librarian, guidance counselor, speech therapist, etc.) along with the building(s) in which the position exists.
- c. Each posting shall state the qualifications for the position.

3. FILLING VACANCIES

- a. Vacancies will not be filled less than seven (7) days from date of mailing. In filling vacancies, the Board agrees to give due consideration to the academic preparation (including majors and minors), professional experience, qualifications (as identified on the posting), performance evaluations and attainments of all applicants, length of service, and other relevant factors. While first consideration will be given to present teachers in the district, the Board reserves the right to hire from other areas as it deems reasonable and necessary. When the filling of a vacancy does not involve one or more outside applicants and the Board deems that the above-mentioned criteria involving internal applicants is equal, the district shall grant the vacancy to the most senior teacher.
- b. Any time that the district fills a vacancy with a less senior internal applicant or outside applicant, the district will explain its rationale to the Association upon request.
- c. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without disruption to the existing instructional program. If the superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant.

B. TRANSFERS

Involuntary and consecutive transfers between buildings shall be minimized or avoided. The reason for any non-requested transfer shall be explained to the teacher involved and, upon request, to Association representatives.

C. SECONDARY ASSIGNMENT AND SCHEDULES

Secondary schedules shall be completed and all teachers shall be given written notice of their assignments and schedules for the forthcoming year no later than the preceding first day of June. In the event that changes in such items are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' assignments and schedules be made later than the 1st day of July preceding the commencement of the school year unless an emergency situation requires same.

"Assignment" shall mean the name and number of sections of each class to be taught and any assigned duty. "Schedule" shall mean any assignment with the addition of the period of the school day for each assigned class or assigned duty.

ARTICLE VI

PAID LEAVE

(superseded by Appendix I for the 2011-2012 contract year)

A. Every teacher shall be granted fifteen (15) days paid leave annually. Teachers hired on or after October 1st shall have paid leave pro-rated. The unexpended balance each year shall be cumulative up to, and including, one hundred ninety (190) days. Paid leave for all causes in any one year shall not exceed the unexpended balance to the credit of the teacher. For purposes of these paid leave provisions, a "day" shall, with respect to part-time teachers, be equal to the part-time teacher's fractional contracted status in relation to full-time status (i.e., a 3/5ths pay). In the event a part-time teacher assumes full-time status, his/her accumulated paid leave days shall be adjusted (i.e., reduced) to reflect their full-time equivalent.

B. Paid leave will be granted for the following reasons and subject to the additional conditions attached.

1. Personal Illness of the Teacher. In the event that a teacher may not be able to perform his/her work on account of personal illness, physical disability, or personal injury not covered by Worker's Compensation, he/she will be granted any part of his/her accumulated leave time. A teacher on leave for illness, personal injury, or physical disability shall adopt appropriate remedial measures. Doctors' certificates may be required to substantiate claim of personal illness, injury, or physical disability. The Board may require a statement by qualified medical personnel selected by the teacher indicating a teacher returning from leave is in mental and physical condition to carry out his/her professional services.

In case of an injury caused by his/her employment, a teacher will be paid under terms of the Michigan Worker's Compensation Act. The Board will pay the difference between the allowance under the Worker's Compensation Law and his/her regular teaching salary with a pro-rata deduction from paid leave days (for example, if Worker's Comp. pays 2/3rds of the teacher's salary per day, then the remaining 1/3rd of the teacher's per diem salary will be deducted for each day of disability under this paragraph).

2. Maternity Leave. A teacher may opt to use up to forty-five accrued sick leave days for the time period leading up to or immediately after the birth of a child for maternity leave. Any leave taken prior to the birth of a child must be medically necessary. Sick bank days may only be utilized per Article XVIII (I).
3. Maternity/Paternity Leave for Adoption. Upon the adoption of a child, a teacher may opt to use up to fifteen consecutive accrued sick leave days. This entire leave must occur within 15 weeks of the date of adoption. Sick bank days may only be utilized per Article XVIII (I).
4. Paternity Leave. Upon the birth of a child, a teacher may opt to use up to fifteen accrued sick leave days for paternity leave. This entire leave must occur within

15 weeks of the date of the birth. Sick bank days may only be utilized per Article XVIII (I).

5. Death or Illness in the Family. Paid leave for death or illness of a teacher's immediate family member in any one (1) year shall not exceed ten (10) days per year per immediate family member. Immediate family member is defined as parent, brother, sister, husband, wife, son, daughter, grandparent or person with whom one has had an association similar to family ties.

The Board may require a doctor's statement attesting to the illness in the immediate family of an employee who is absent for such illness for more than 5 consecutive days.

In the event a teacher's immediate family member suffers a catastrophic or serious illness or injury, the superintendent may grant the teacher use of more than ten paid leave days in an amount the superintendent deems appropriate.

6. Personal Leave. Teachers will be allowed two (2) days leave each year for personal reasons. These days shall be non-cumulative from year to year and will be deducted from the paid leave days. Except in cases of emergency, requests shall be made at least five (5) regularly scheduled working days in advance. The employee may be asked to explain the reasons for any personal leave requested for a school day immediately before or after a holiday or vacation period and restrictions may be imposed on such days. In such cases, the decision of the superintendent of schools will be final.
7. Jury Duty. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding shall be paid his/her full salary for such time spent on jury duty or giving testimony less any money received from such services not including travel allowances or reimbursement of expenses. The days spent on jury duty or those spent under subpoena for any judicial or administrative duty shall not be deducted from annual leave days.
8. Association Leave. At the beginning of each school year, the Association shall be provided with a total of fifteen (15) days to be used by Association officers or designated agents of the Association, such use to be at the discretion of the Association. Up to ten (10) additional days shall be available each school year for teachers that are MEA Board of Directors members. The Association shall reimburse the Board for all days used at the then current daily substitute teacher rate. The Association shall notify the superintendent two (2) days in advance. These days shall be non-cumulative.
9. Whenever an "Act of God" day occurs on a day that a teacher has been granted leave, that day will be forgiven, that is, not counted toward the number of paid leave days granted.

ARTICLE VII

UNPAID LEAVE (See Appendix I)

A. Unpaid leave is for the following reasons and subject to the additional conditions attached:

1. Preparation for Child or Child Care Leave. Except for periods of physical disability as specified in Article VI (B) (1-4), any requests by teachers for leave before or after birth of a child or adoption of a child or foster care shall be handled under this section of the contract.

Upon receipt of a written request to the Board normally submitted at least one (1) month prior to the time the leave is to begin, the Board will grant leave without pay and without payment of accumulated leave days for a period up to twelve (12) weeks. Leaves under this section may be granted for a period of up to one (1) calendar year and may be extended at the discretion of the Board, at the request of the teacher. Paid health insurance, identical to that received by the teacher prior to the leave, shall continue for up to said twelve (12) weeks.

2. Serious Family Health Conditions. Upon written request, unpaid leaves of absence shall be granted for a period of up to twelve (12) weeks for the serious health condition of the teacher's spouse, child, or parent. Paid health insurance, identical to that received by the teacher prior to the leave, shall continue for up to said twelve (12) week period. Whenever practicable, the teacher will provide the Board at least thirty (30) calendar days written notice of the request for the leave. It will include the reason for the request, the expected beginning date, and the expected ending date.
3. Sick Leave. A teacher who has exhausted his/her paid sick leave shall be placed on an unpaid sick leave for the duration of the disability up to five (5) years. The Board may require a statement by qualified medical personnel selected by the teacher to substantiate the claim of disability. At the request of the superintendent, a teacher on an unpaid leave of absence shall confirm that he/she wants to continue on his/her unpaid leave of absence due to his/her disability as well as the estimated date of return to work. In the event that the teacher is unable to communicate the above information, it is expected that the teacher's family will communicate with the school district. The Association will assist the superintendent in these situations upon the request of the superintendent. In any case involving a claimed work-related disability, the Board maintains its statutorily granted rights to medical certification of the claimed disability by qualified medical personnel selected by the District.
4. Family Medical Leave Act. In all respects, FMLA leaves of absence under A1 and A2 of this article shall be administered and provided for in a manner consistent with the Family Medical Leave Act of 1993 and its published regulations.

When medically necessary, leave to care for a family member or for the teacher's own serious health condition may be taken on an intermittent or reduced work schedule.

The district may require a medical certification to support a leave for family medical reasons which must include a statement indicating that the teacher's presence is necessary or would be beneficial for the care of the family member.

Such leaves will be unpaid, except as covered by any paid benefit. At the teacher's request, accrued but unused paid leave days may be substituted for unpaid leave as authorized in Article VI.

For purposes of determining eligibility for a leave subject to the Family Medical Leave Act, the district will utilize a rolling twelve (12) month period whereby each time a teacher takes family and medical leave, the remaining leave entitlement will be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months.

5. Military Leave. Military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any unscheduled pay increases and sick leave allowances up to a two (2) year maximum which would have been credited to them had they remained in active service with the school system.
 6. Political Leave. The Board shall grant a leave of absence without pay to any tenured teacher to campaign for, or serve in, a public office provided such leave shall not exceed two (2) years in length and provided further that, if the leave is for part of a school year, a suitable replacement is available.
 7. Sabbatical Leave. The Board acknowledges that tenured teachers may apply for sabbatical leave according to the school code.
 8. Emergency Leave. The Board may grant upon request leave of absence without pay for situations not specifically covered by contract.
 9. Whenever an "act of God" day occurs on a day that a teacher has been granted unpaid leave, that day will be forgiven, that is, not counted toward the number of unpaid leave days granted.
- B. Upon return from a leave that is less than one (1) consecutive year in duration, a teacher shall be returned to the position he/she held immediately prior to the leave. Upon return from a leave that is one (1) consecutive year in duration or more, a teacher will be placed in his/her former position, if available, or in a position for which he/she is certified and qualified.

ARTICLE VIII

PROTECTION OF TEACHERS

- A. The Board will give strong administrative support and physical and legal protection for each teacher during his/her hours of employment, as it relates to learning and discipline both in the classroom and the performance of other duties, provided the behavior of the teacher is in accord with the school code and Board policies.
- B. The parties hereby emphasize the importance of discipline, and the administration and Board of Education shall support reasonable measures to enforce the same. When a teacher refers a student to the office and/or administration for disciplinary reasons, the teacher shall verbally and/or in writing inform the school office or administration of the appropriate information and any suggestions. Teachers shall not routinely be required to fill out any written disciplinary referral forms; however, teachers will provide additional written information upon request.
- C. The building administrator shall diligently pursue all legal means available for obtaining school records, a prompt evaluation, diagnosis and/or IEP for any child in need.
- D. In case of assault on a teacher, the Board will provide legal counsel, upon request, to advise the teacher of his/her rights and to handle the matter in court, if necessary.
- E. The Board will provide legal counsel to defend a teacher against complaints which might arise against properly conducted disciplinary action by the teacher to a student.
- F. Any formal complaint directed to the administration by a parent shall be promptly made known to the teacher. A formal complaint would be in the form of a letter, a telephone call, an appearance at a Board meeting, or a personal appearance at school. If a parent requests that the information not be divulged to the teacher, the request will be honored, but any information obtained in this manner will not be placed in the permanent record file.
- G. Teachers are expected to exercise reasonable care with respect to the safety of students and property but shall not be individually liable, except in case of gross negligence or neglect of duty, for any damage or loss to person or property.
- H. No teacher shall be suspended, discharged, or otherwise disciplined without reasonable and just cause. The Board agrees to follow a policy of progressive discipline which minimally includes verbal warning, written warning, written reprimand, suspension with pay, suspension without pay, with discharge being used only as a final and last resort. This process may be accelerated if a particular situation merits such action.
- I. In case of assault on a teacher during the course of assigned duties resulting in disabling injury, the teacher shall be paid by the Board an amount in addition to Worker's Compensation such that the total will equal the teacher's normal earnings until the end of the disability or a one-year period, whichever is sooner. Likewise, the Board shall assume such reasonable hospital and medical expenses as are incurred by the teacher, and are not paid by insurance or under terms of law. In cases of assault, and in accordance with

Worker's Compensation Laws, sick leave days will not be deducted from a teacher's accumulated sick leave days after the eighth day.

J. Providing File Information to Third Parties

In the event that the District receives a Freedom of Information Act (FOIA) request for records or personnel file(s) of any teacher(s), the administration shall notify the Association. Upon request and insofar as time reasonably permits, the Board's designated FOIA officer shall meet with the affected teacher and/or the teacher's representatives to review the Board's proposed response to the request. In order to allow the teacher and Association to seek legal relief, the Board may delay granting the request to the extent permitted by law. Consideration shall be given to the teacher's privacy interests and all available Freedom of Information Act exemptions to compelled disclosure and viewing of information.

Personnel files shall only be subject to disclosure pursuant to FOIA or as required by law. The teacher, upon written request, shall be provided a copy of the information forwarded in response to the request for disclosure.

This provision shall not prevent the Association from having access to any employment records related to its duties as the exclusive bargaining representative.

ARTICLE IX

NEGOTIATION PROCEDURE

- A. It is contemplated that negotiable matters not specifically covered by this Agreement shall be subject to professional negotiations between the Board and Association from time to time during the period of this Agreement upon request and thirty (30) days' notice of either party to the other. If agreement is reached on such a matter, the date it will become effective shall be established at the same time.
- B. At least one hundred twenty (120) days prior to the expiration of this Agreement, the parties may likewise begin negotiations for a new Agreement.
- C. During the course of negotiations, should an impasse be reached, the parties may agree on a mediator or mediation panel to help reconcile differences. The mediation panel would consist of one Board representative, one Association representative, and a third party chairperson selected by the parties. Determinations by mediators will be purely advisory.
- D. Tentative proposals may be submitted in writing to either the Board or the Association by the other party. Approval would make such proposals part of the tentative Agreement. When a tentative Agreement is reached on a position of the contract, a draft thereof should be initialed by both parties. It is understood that no permanent agreement exists between the parties until the entire Agreement has been consummated.

- E. It is expected that meetings will normally be scheduled for the least interference in school schedule. When exceptional circumstances warrant, Association representatives may be released to attend special meetings of the parties.

ARTICLE X

GRIEVANCE PROCEDURES

A. Definitions

1. A grievance shall mean a complaint by a teacher, a group of teachers, or the Association, based on an event, a condition, or circumstance under which a teacher works, allegedly caused by a violation, misinterpretation, or inequitable application of any provision of this Agreement or any past practice for any provisions of this Agreement.
2. The "grievant" is the person, persons, or the Association making the claim.
3. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
4. The term "days" as used herein shall mean days in which school is in session. During summer recess, "days" shall mean days when the Administrative Offices are open.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

1. The Association shall select its representative for each school building. As soon as possible, the names of these building representatives are to be made known to the building principals.
2. The Association Professional Rights and Responsibilities Committee shall serve as the Association Grievance Committee.
3. The building principal shall be the administrative representative when the particular grievance arises in that building.
4. The Board hereby designates the superintendent, or a substitute designated by it, as its representative when the grievance arises in more than one building.

D. Procedure

Step One.

A grievance must be submitted to the principal within fifteen (15) regularly scheduled working days after the event occurred or within fifteen (15) regularly scheduled working days after the grievant obtains knowledge of the event upon which the grievance is based, whichever is later. At the grievant's request, arrangements will be made to have the proper Association representative present for such discussion. The grievant's principal shall investigate and report his/her disposition of the complaint within five (5) regularly scheduled working days after it has been made to him/her. In the event the complaint is not satisfactorily settled in this manner, the following procedure shall apply.

Step Two.

To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which has allegedly been violated, must be signed and dated by the grievant and must be presented to the principal within five (5) regularly scheduled working days after the answer at Step One. The principal shall give a written answer to the aggrieved within five (5) regularly scheduled working days after the receipt of the written grievance. If the answer is satisfactory, the grievant shall so indicate it in writing within two (2) regularly scheduled working days, giving one (1) copy of the settled grievance to the principal.

Step Three.

If the grievance is not settled in Step Two and the grievant desires to appeal it to Step Three, the grievant must present the grievance to the superintendent of schools within five (5) regularly scheduled working days after the principal gave the grievant the written Step Two answer. The superintendent of schools shall give the grievant a written, dated, and signed Step Three answer within five (5) regularly scheduled working days after he/she receives the grievance at this step.

Step Four.

If the grievance is not settled in Step Three, the grievance may be appealed to the Board of Education within five (5) regularly scheduled working days after the receipt of the Superintendent's answer. The Board of Education Personnel Committee shall hold a hearing with the grievant and the Association to consider the grievance no later than its next committee meeting. Within five (5) working days after the hearing, the Committee shall render its opinion in writing, with a copy to the grievant and the Association.

Step Five.

In the event the grievance is not resolved satisfactorily at Step Four, grievances involving any provisions of this Agreement will be submitted to arbitration through the following process:

- a. The Association may by written notice to the Superintendent submit the grievance to arbitration.
- b. Within ten (10) regularly scheduled working days after such written notice of submission to arbitration, the representatives of the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. The parties shall be bound by the rules and the procedures of the American Arbitration Association.
- c. Neither party shall be permitted to assert in such arbitration proceedings any ground or rely on any evidence previously in its possession but not disclosed to the other party. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- d. The arbitrator shall have no power to add to, subtract from, or alter or modify any of the terms of this Agreement, nor any policy or regulation of the Board which is not in conflict with the express terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered on any court of competent jurisdiction.

The arbitrator shall not hold power to rule on:

- 1) Any tenure issue,
- 2) The appointment or non-appointment of Appendix B positions,
- 3) The non-renewal of a probationary teacher within the first three (3) years of the probationary period.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another person; provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association; provided further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. Only the Association may proceed to arbitration.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice. However, if in the judgment of the Association representative of the P.R.& R. Committee, the grievance affects a group of teachers, the P.R.& R. Committee may process the grievance at the appropriate level.
2. The grievance discussed and the decision rendered at Step 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.

3. 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.
4. Forms for filing and processing grievances shall be designed by the superintendent and the P.R.& R. Committee, shall be prepared by the superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
5. Access shall be made to all parties, places, and records of public information necessary for the determination and processing of the grievance.
6. Grievances which are not appealed within the time limits specified in the grievance procedure shall be considered withdrawn by the Association or grievant and shall not be resubmitted. If the Board fails or neglects to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure. It is understood and agreed that the time limits specified in this grievance procedure may be extended by mutual agreement in writing between the Association and the Board.
7. If the P.R.& R. Committee decides that no legitimate grievance exists, the teacher may continue to process his/her claim without Association support through Step Three of this Grievance Procedure.
8. All grievance meetings held under the provisions of this Article shall be held at such times as may be mutually agreed by the Association or grievant and the Board or its authorized representative.

ARTICLE XI

PROFESSIONAL STUDY COMMITTEES

- A. The Board and the Association recognize that the school instructional program and the related matters need continuing study and improvements.
- B. It is therefore agreed that the parties shall cooperate in ongoing study to assist the Board whereby it may bring about desirable changes and innovations in teaching methods and techniques, class composition, all areas of curriculum, and other phases of the instructional program.
- C. It is further agreed that the teachers in accordance with past practice will continue committees for the purpose of reviewing, revising, updating, and amending current curricula; and reviewing, selecting, and recommending textbooks and teaching equipment. The teachers may be consulted in regard to education specifications and needs in respect to modifying existing buildings or designing new structures.

- D. The foregoing committees or study groups shall serve as advisory, consultative, and fact-finding bodies only; and the failure of the Board to adopt any of the recommended subjects shall not constitute the basis of a grievance. The Board agrees, however, that the Association and teachers shall have the right to submit their recommendations on these subjects, and the Board agrees to review and study the same. These recommendations, after careful study, will be accepted or rejected. If the Board accepts the recommendations of a study group, they shall be initiated the following school year
- E. A Curriculum Advisory Council of ten (10) members shall be established, with five (5) members appointed by the president of the Association and four (4) members appointed by the Board, and the superintendent of schools or his/her designated representative, who shall act as chairperson. The first meeting of this Curriculum Advisory Council will be held in September. The duties of this council shall be as follows:
1. To select the membership of all committees, permanent, or AD HOC which may be required.
 2. To aid these committees in setting up a schedule for meetings.
 3. To receive the written reports from these committees.
 4. To assist these committees in their reports to both the Board and the Association.
 5. To determine areas to be studied by the curriculum groups.
 6. To serve as a steering committee to provide guidelines and assistance when necessary.
- F. For the K-12 Curriculum Committees to be successful, it may be necessary for them to meet on weekends, in the summer, or in the evenings during the school year. Members of the committees will be paid at the rate of seventy-five dollars (\$75.00) per day for up to ten (10) days over the two years of the proposal development. A day shall mean any calendar day during which one or more meetings of the respective committee are held. The chairperson shall be paid at the rate of one hundred and fifty dollars (\$150.00) per day for up to ten (10) days over the two years of the proposal development.

Each committee will be limited to no more than eight (8) members and shall have as members at least the following if applicable:

- 1 teacher representing each K-4 building
- 1 teacher representing the 5-6 building
- 1 teacher representing the 7-8 building
- 1 teacher representing the 9-12 building

ARTICLE XII

TEACHER EVALUATION

- A. All probationary teachers shall be evaluated by their building principal each year. All tenure teachers must be evaluated by their building principal at least once every three (3) years. If a tenure teacher is not evaluated during a school year, his/her classroom performance shall be presumed to be satisfactory for that school year unless documentation relative to performance problems has been supplied to the teacher. All evaluations shall be based on the guidelines contained in the "Teacher Evaluation Form" found at the end of this article. All such evaluations shall be recorded on the teacher evaluation form. Not all items listed on the teacher evaluation form need to be treated for each evaluation; however, in the event a category has been rated unsatisfactory it may not be omitted on the following evaluation.
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The public address system shall not be used to "listen in" on a teacher as a basis for evaluation of that teacher.
- C. Each teacher shall receive a copy of all communications, including evaluation reports, commendations, and validated complaints which are to be inserted into his/her personnel file. Copies of such items will be made available upon request of the teacher.
- D. Any time, a teacher, at his/her request, may have present a representative of the Association when he/she meets with an administrator. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- E. Probationary teachers will be observed a minimum of three (3) times a year. Tenured teachers, subject to a formal evaluation, will be observed a minimum of once that year. A conference between the teacher and the evaluator shall be scheduled within three (3) working days and held within ten (10) working days following the observation. At the close of each conference, both the teacher and the evaluator shall sign a statement reflecting the information discussed. This statement will contain specific recommendations for the correction of any problem observed. The signature of the teacher shall not necessarily indicate agreement with this statement.
- F. In evaluations the evaluator will be physically present for an observation of forty (40) to forty-five (45) minutes. No observations shall be conducted during the last two (2) full weeks of student attendance. Each observation shall be followed by verbal and/or written feedback.
- G. At least sixty (60) calendar days before the end of the school fiscal year, the building principal shall meet with and provide each probationary teacher and each tenured teacher who is subject to an evaluation that year a final written evaluation which states whether his/her work has been satisfactory and the reasons for such recommendation. In this evaluation, the building principal shall put in writing his/her recommendation for continuation or non-renewal of the probationary teacher's contract. Probationary teachers who are not recommended for continued employment will be notified on or before April 15.

- H. If an evaluator believes a teacher is doing unsatisfactory work, the reasons shall be set forth in specific terms, and specific recommendations which the teacher can use to correct the problem will be given by the administration.
- I. The teacher shall have the right to attach a written statement to any evaluation explaining the teacher's perspective of the evaluation.

TEACHER EVALUATION FORM

Spring Lake Public Schools

• High School • Middle School • Intermediate School • Holmes Elementary • Jeffers Elementary

Teacher:

Grade or Specialty Area:

Teacher Observation I	<input type="checkbox"/>	Teacher Observation III	<input type="checkbox"/>
Teacher Observation II	<input type="checkbox"/>	Final Teacher Evaluation	<input type="checkbox"/>
1st Year Probationary	<input type="checkbox"/>	3rd Year Probationary	<input type="checkbox"/>
2nd Year Probationary	<input type="checkbox"/>	4th Year Probationary	<input type="checkbox"/>
Tenured Teacher	<input type="checkbox"/>		

GUIDE FOR TEACHER APPRAISAL

I. Purpose

- A. To improve instruction
 - 1. By principal's appraisal of teacher
 - 2. By teacher-principal conferences
- B. To provide the administrative office with a ready, permanent, complete record of the teacher's performance.

II. Disposition of Appraisal Sheets

- A. Original copy filed in principal's office
- B. Copy to teacher
- C. Copy to superintendent's office

III. Areas of Assessment

- A. Planning and Preparation
- B. The Classroom Environment
- C. Instruction
- D. Professional Responsibilities
- E. Summary/Tenure Evaluation

Rating Key

Exceeds Expectations
Meets Expectations
Needs Improvement
Unsatisfactory
Not Observed
Not Applicable

Date:

A. PLANNING AND PREPARATION: Planning and preparation includes comprehensive understanding of the content to be taught, knowledge of the students’ backgrounds, and designing instruction and assessment. Its components are:

	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatis- factory	Not Observed	Not Applicable
1. Demonstrating knowledge of content and instruction						
• Demonstrates knowledge of subject(s) through instructional practices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates ability to differentiate instruction to maximize individual student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Selecting instructional goals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Demonstrating knowledge of resources						
• Makes use of school-related resources (e.g., other teachers, counselors, administrators, consultants, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Facilitates student learning by supplementing regular curriculum materials with a variety of instructional materials and activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Follows SLPS’s adopted curriculum when available	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Designing coherent instruction						
• Demonstrates appropriate planning (develops plans in advance of scheduled activities, plans activities that reflect goals and objectives, carries out and follows the planned instruction routine, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Prepares in advance for substitute teacher (lesson plans, student assignments, classroom activities, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Assessing student learning						
• Uses a variety of assessment techniques when evaluating learning or skill development (written, verbal, performance-based, criterion-references, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Designs assessment techniques to measure student knowledge or skills related directly to curriculum goals and objectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is objective and consistent in student evaluation (quizzes, tests, reporting grades, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Evidence supporting attainment and/or noted deficiencies:

B. THE CLASSROOM ENVIRONMENT: The classroom environment addresses the teacher’s skill in establishing an environment conducive to learning, including both the physical and interpersonal aspects of the environment. Its components are:

	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatis- factory	Not Observed	Not Applicable
1. Creating an environment of respect and rapport						
• Maintains a positive classroom environment (praises, interacts spontaneously with students, maintains positive rapport, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Demonstrates a positive attitude toward students (treats students with respect, remains objective and positive when dealing with student problems, grading, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Establishing a culture for learning						
• Reinforces/rewards appropriate social and academic behavior in the classroom (congratulates and acknowledges student progress, success, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Responds to student needs in the classroom (communicates with students to maintain academic productivity, attends to raised hands, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Managing classroom procedures						
• Maintains classroom in accordance with the school system’s code of conduct (conveys rules in written/ verbal form, enforces rules, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Managing student behavior						
• Prevents behavior problems by intervening early (maintains mobility in the classroom, interacts with students, redirects student attention to tasks, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Maintains control of student behavior in the classroom (classroom is orderly; students are actively involved in learning, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Provides general supervision throughout the school (hallways, cafeteria, buses, playground, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Has reasonable expectations for student behavior (accepts normal developmental behavior patterns, overlooks inconsequential behaviors, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Organizing physical space						
• Organizes classroom efficiently to meet educational needs of students (floor plan, materials, equipment, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Evidence supporting attainment and/or noted deficiencies:

C. INSTRUCTION: Instruction is concerned with the teacher’s skill in engaging students in learning the content, and includes the wide range of instructional strategies that enable students to learn. Its components are:

	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatis- factory	Not Observed	Not Applicable
1. Communicating clearly and accurately						
• Is able to deliver directions, explanations, and instructional content in a manner understood by students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Using questions and discussion techniques	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Engaging students in learning; actively involved/ hands-on/real world	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Individualizes instruction						
• Maintains student attention (involves students in instructional activities by calling on them, encourages anticipation, uses motivational techniques, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Provides feedback to students						
• Uses assessment information to provide students with feedback which is corrective and informative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Demonstrates flexibility and responsiveness						
• Calls attention to the needs of students with learning or behavior problems (communicates with parents and administrators, seeks help, makes referrals, acts as a resource for parents, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Provides necessary time for students in need of assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Evidence supporting attainment and/or noted deficiencies:

D. PROFESSIONAL RESPONSIBILITIES: Professional responsibilities address a teacher’s additional professional responsibilities including self-assessment and reflection, communication with parents, participating in ongoing professional development, and contributing to the school and district environment. Its components are:

	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatis- factory	Not Observed	Not Applicable
1. Maintaining accurate records						
• Performs necessary clerical responsibilities (report cards, attendance records, lesson plans, IEP writing activities, lunch, money, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Communicating with families						
• Reports student performance effectively to family or guardians (report cards, written reports, parent conferences, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Contributing to the school and district						
• Takes part in professionally-related extracurricular activities (faculty meetings, parent conferences, in-service meetings, IEP meetings)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Follows school system’s policies and procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Participates in Building/District Activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Growing and developing professionally						
• Maintains positive professional interactions with other educational personnel (cooperates, shares information, works as a team member, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Reviews evaluations and redirection, accepts advice, and makes the appropriate changes or adjustments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Accepts change in a positive professional manner (implements new programs and policies, is willing to accept decisions made by others, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Remains current in the educational field through course work, inservice activities, professional literature, conferences, workshops, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Showing professionalism						
• Maintains professional behavior (professional interactions with students, confidentiality, professional ethics, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is in attendance and prompt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is able to solve professionally-related problems independently (student-related, peer-related, equipment/supply-related, buildings, other personnel, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Utilizing technology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Evidence supporting attainment and/or noted deficiencies:

SUMMARY

On the basis of this evaluation, this teacher’s performance for the purpose of the Tenure Act, arbitration hearings, etc., is considered:

Satisfactory Recommended for Tenure (if indicated) Unsatisfactory

Signed (Principal or designated administrator)

(Date)

TEACHER SECTION:

- I agree with this evaluation.
- I do not agree with this evaluation.
- I will write a statement to be attached to this evaluation.

Teacher Signature

(Date)

SUMMATIVE COMMENTS:

ARTICLE XIII

CONDITIONS OF SERVICES

A. Teaching Hours

1. Teachers will report ten (10) minutes before the student day begins and not leave earlier than ten (10) minutes after student dismissal, except at the close of school on Friday and days preceding holidays. Teachers shall be required to remain after official school closing as long as it is reasonably necessary to fulfill their obligations relative to special help to students, parent obligations, faculty meetings, and to perform such other duties which are part of the teaching function.

The elementary and intermediate (grades K-6) student day shall be the following hours: Jeffers Elementary – 8:35 a.m. through 3:35 p.m. inclusive; Holmes Elementary – 8:45 a.m. through 3:45 p.m. inclusive; Intermediate School – 8:50 a.m. through 3:45 p.m. inclusive.

The Middle School (grades 7-8) student day shall be the hours of 7:50 a.m. through 2:45 p.m. inclusive.

The Middle School (grades 7-8) student day schedule shall consist of six (6) core class periods of approximately 57 minutes, one (1) homeroom period of 18 minutes, a 30 minute lunch and 5 minute passing times between periods.

The high school (grades 9-12) student day shall be the hours of 7:40 a.m. through 2:35 p.m. inclusive.

The High School (grades 9-12) student day schedule shall consist of five (5) periods ranging from 72-77 minutes, a thirty (30) minute lunch period plus six (6) minutes passing time between periods.

2. All teachers shall be entitled to a duty-free lunch period of no less than thirty (30) continuous minutes. If there is an exception to this policy it will be mutually agreed to between teacher and building principal.
3. First-fourth grade elementary teachers will be provided one (1) fifteen-minute relief period each day. Kindergarten teachers will be provided one (1) fifteen-minute relief period for each kindergarten section.

Each kindergarten general education teacher shall be provided at least twenty-five (25) consecutive minutes of preparation time for each section of kindergarten per full day of school.

Each first-fourth grade elementary general education teacher shall be provided at least fifty (50) consecutive minutes of preparation time per full day of school.

Teachers assigned solely to fifth or sixth grade students shall work the elementary student day. Each general education fifth and sixth grade teacher shall be provided at least fifty (50) consecutive minutes of preparation time per full day of school.

Specialists will receive a comparable amount of preparation time.

B. Assignments

1. Teaching assignments in the secondary (7-12) schools are as follows:
 - a. Basic teaching schedules for grades 9-12 secondary teachers shall consist of four classes and a planning period.

The basic teaching schedules for grades 7-8 secondary teachers shall consist of five classes, one homeroom period, and a planning period.
 - b. Secondary teachers shall not be required to teach more than two (2) subject areas (Math, English, P.E., Science, Music, Languages, etc.) nor more than a total of three (3) teaching preparations at any one time. In the subject areas of Life Skills, Technology Education, Physical Education, and Music, four (4) preparations may be required. Two (2) preparations mean two (2) periods of different subjects; such as Algebra I and Algebra II, French and Spanish, 7th grade English and 8th grade English, etc. The limits on the number of preparations above may be exceeded with the consent of the affected teacher or in order to avoid part-time teaching assignments.
 - c. The Board will grant extra pay to teachers who are selected by the Board to perform lunchroom supervision and/or detention study hall supervision. The compensation for such supervisory appointments shall be paid at such rates and times as are listed in Appendix B. Such assignments shall be non-tenure appointments of one (1) year or less.
2. Teachers shall not be assigned outside the scope of their teaching certificates, their major or their minor (if deemed to be highly qualified in their minor as required by law). A teacher showing competency in a field other than his/her major or minor outside the CORE subject areas as determined by state or federal law may, by mutual agreement with the administration, teach this subject in the middle school.
3. The Board of Education shall attempt to employ all new teachers for a regular teaching assignment who have a bachelor's degree from an accredited college or university. The employment of teachers holding special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials, and the Association shall be notified in each instance.
4. Supervisory teachers of student teachers shall be tenure teachers possessing a minimum of a bachelor's degree in academic preparation. The assignment of a

student teacher will only be made with the voluntary concurrence of the supervisory teacher.

C. Duties

1. A teacher shall be expected to attend all professional meetings unless excused. Meetings shall be held on Mondays. The first Monday of the month (that is a scheduled work day) shall be reserved for building principal meetings. The fourth Monday of each month shall be reserved for Association meetings. Other Mondays that are scheduled work days may be scheduled for curriculum, grade level, or other special committee meetings by building principals. Meetings shall not exceed one (1) hour in length.
2. Teacher participation in school activities conducted off school grounds can only be required by the district when such activities have been approved by either the Board of Education or the superintendent and occur entirely within the regularly scheduled student day. Other than the above, teacher participation in activities off school grounds will be voluntary.
3. Duties which are beyond the description in this article and which are in excess of the basic professional responsibility shall be compensated in accordance with Appendix B.
4. Part-time Teachers – All part-time teachers will be required to attend Monday teacher meetings, at the discretion of the building administrator, participate fully in parent conferences and inservice days.

D. Teacher-Student Ratio

To ensure high quality of education and because the pupil-teacher ratio is an important aspect of effective educational programs, it is agreed that the following guideline will be used:

1. Elementary – K-2 No individual class shall exceed twenty-seven (27) students.
3-4 No individual class shall exceed thirty (30) students.
2. Intermediate – 5-6 No individual class shall exceed thirty (30) students. Choir and band shall be exempt from the above limits. No individual P.E. class shall exceed thirty-five (35).
3. Middle School - 7-8 No individual class shall exceed thirty (30) students. Choir and band shall be exempt from the above limits. No individual P.E. class shall exceed thirty-five (35).
4. High School - No individual class shall exceed thirty (30) students. Band will be exempt from the above limits. No individual P.E. or ACT Prep class shall exceed thirty-five (35).
5. Vocal Music - No individual class shall exceed sixty (60) students.

6. Administration will attempt to limit the number of students with an individual education plan (IEP) or 504 plan to no more than two (2) per regular education class or course. In the event that the number of students with an IEP in a regular education class or course exceeds two (2), each additional student with an IEP or 504 plan will count as 1.5 when class size is established. Exceptions to this method of computing teacher-student ratio will be any student supported in class by a parapro, elementary specials, secondary physical education, and vocal music courses. If a teacher feels that he or she has an inordinate number of special needs students and is in need of assistance, he or she may ask the Building Oversight Committee to review the situation.

The Building Oversight Committee will include no more than three (3) teachers appointed by SLEA and no more than three (3) representatives from the Board, including the Director of Special Education and the building principal.

7. Violations of the above class size maximums of student attendance shall result in the following compensation to the teacher:
 - a. Elementary – An amount equal to fifteen dollars (\$15.00) per student in excess of the above maximum class size per student attendance day.
 - b. Secondary – An amount equal to three dollars (\$3.00) per student in excess of the above maximum class size per student attendance day.
8. Class size limits may be waived in an individual class by mutual written agreement between the individual teacher and the SLEA designee and the building administrator; provided that no waiver shall serve as a precedent in any way.
9. The number of teaching stations shall be considered when class size is established.

E. Unassigned Periods

The Board will make available in each school special facilities for the exclusive use of school employees to relax during unassigned periods.

F. Teacher Records/Parent-Teacher Conferences

1. Middle School/High School Records Days

In the middle school and high school, at least one day will be provided at the end of each trimester for the completion of teacher records. On these days, students will be excused from attendance. These records days may be divided into two half-day sessions with the agreement of the Association.

2. Elementary and Intermediate Records Days

In the elementary and intermediate schools, at least one day will be provided at the end of the first semester, the 3rd quarter, and the second semester for the completion of teacher records. On these days, students will be excused from attendance. These records days may be divided into two half-day sessions with the agreement of the Association.

3. School Conferences

School conferences will be scheduled during the first two trimesters, with teachers participating in conference or conference-related activities, i.e. calling parents of students who are not doing well. The evening and day sessions shall be decided at the individual building level.

In exchange for the nine hours of conference time, teachers will be released from nine school-day hours. The school calendar shall reflect this exchange.

G. Specialist Teachers

The Board, in keeping with its past adopted policy, will employ additional specialist teachers, as a yearly inventory and diagnosis would indicate the need. These specialists would include and not be limited to physical education, music, and reading.

H. Department Heads

In the secondary schools (7-12), department heads will be appointed by the Senior High School and Middle School Principals for a period of one (1) year. The Principals shall schedule meetings with the department heads at such times as he/she deems necessary.

I. Inservice programs shall be mutually developed and agreed upon by the administration and the Association by way of an ad hoc committee with equal representation of administrators and teachers.

ARTICLE XIV

INSURANCE PROTECTION

- A. The Board shall provide a package of insurance benefits for a full twelve-month period from September 1 through August 31 for each bargaining unit member and his/her eligible dependents as follows:

Plan A

Major Medical	MESSA Choices II, \$500/\$1000, \$20 OV, super saver Rx
Life Insurance	Reliance Standard Insurance Company – \$35,000; Life and AD & D, and waiver of premiums
Vision	NVA; VSP-3 Gold look alike
Dental	A.D.N. – Self-Funded; 80:80:80:80 – \$2,000 Annual Max, \$1,700 Lifetime Max
Long-Term Disability	Reliance Standard Insurance Company – Two-thirds of teacher’s salary, begin after 90 calendar days

- B. Employees not selecting health care insurance shall be provided the following benefits:

Plan B

Life Insurance	Reliance Standard Insurance Company – \$35,000; Life and AD & D
Vision	NVA
Dental	A.D.N. – Self-Funded; 80:80:80:80 – \$2,000 Annual Max, \$1,700 Lifetime Max
Long-Term Disability	Reliance Standard Insurance Company – Two-thirds of teacher’s salary, begin after 90 calendar days

\$350/month

Employees may choose to keep the \$350 per month as additional wages or select a tax sheltered annuity through a Section 125 Plan.

- C. Part-Time Teachers

Part-time teachers shall be subject to the following provisions:

1. For teachers half-time or more, the Board shall pay the applicable premium for Plan B, including the monthly annuity amount, or the applicable premium for Plan A with Self-only health coverage.

If a half-time or more teacher elects Plan A with Full Family or Self & spouse or Self & Children health coverage, the teacher shall pay, by payroll deduction, the following fractional portion of the applicable monthly premium rate (Full Family or Self & Spouse, etc.): 1 minus the part-time amount. (e.g., a 3/5ths time teacher enrolled for Full Family would pay an amount equal to 2/5ths of the Full Family premium rate).

2. For teachers less than half-time, the Board shall pay the applicable premium for Plan B, including one-half (1/2) of the monthly annuity amount or, if the teacher elects Plan A, the teacher shall pay, by payroll deduction, the following fractional portion of the applicable monthly premium rate (Full Family or Self & Spouse, etc.): 1 minus the part-time amount. (e.g. a 1/5th time teacher enrolled for Full Family would pay an amount equal to 4/5ths of the Full Family premium rate.)
- D. Beginning September 1, 2012, the teacher will pay through payroll deduction ten percent (10%) of the Plan A or Plan B premium.
 - E. The Board will reimburse employees for up to \$150 per employee for out-of-pocket dental expenses incurred during the 2011-12 insurance year. Employees must submit documentation of their out-of-pocket dental expenses to the business office by February 1, 2012 to be reimbursed in February 2012 and/or by August 1, 2012 to be reimbursed in August 2012.
 - F. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned fringe benefits shall continue throughout the balance of the insurance year (through August inclusive).
 - G. The Board shall make payment of insurance premiums for each employee to assure insurance coverage for the full 12-month period commencing September 1 and ending August 31 when necessary premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where cost of coverage exceeds amount of subsidy, the Board shall make provision for the excess to be deductible. If an employee terminates his/her employment for reasons other than illness or pregnancy prior to June, his/her subsidy shall terminate on the first of the month following.
 - H. The Board shall provide, without cost to the teachers, public liability and property damage insurance to cover happenings arising from their employment with the schools. The amount of said insurance to be carried shall be determined annually by the Board, and current practice shall be the minimum amount of coverage. The liability of the Board shall be limited to the prompt payment of agreed premiums.
 - I. In the event an employee dies or is laid off during insurance year, applicable premiums and coverage through MESSA shall be maintained by the Board for the duration of the insurance year.

ARTICLE XV

COMPENSATION

- A. The salaries of teachers covered by this Agreement for work outlined in Article XIII are set forth in Appendix A which is attached to and made a part of this Agreement.
- B. A list of extra duties and the extra compensation comprises Appendix B, which also is made a part of this Agreement.
- C. It is the Board's opinion that Appendices A and B cover all of the expected duties to be assigned to teachers under this Agreement. Should assignments beyond the scope of the aforementioned become necessary, the rate of compensation shall be negotiated.
- D. No new or incoming teacher hired for a normal classroom without extra-curricular duties may be offered any other compensation than those listed in Appendix A, except as may be specifically agreed to between the PN Committee and the superintendent of schools.
- E. An incoming teacher may be given credit for salary schedule placement for all outside teaching experience up to and including eleven (11) years on the salary index. (Seniority is provided for as in Article XVII, A-6c.)
- F. The school year is determined by the calendar listed as Appendix C.
- G. Part-time teachers shall be placed on the salary schedule as any other incoming teacher, but their salary shall be in proportion to the actual amount of time they teach in the classroom.

Elementary and intermediate teachers are either full-time or half-time. High school teachers' proportions of full-time shall be determined as follows:

Secondary Schedules

High School Teachers

<u>No. of Assigned Classes, Study Halls, Assigned Duties</u>	<u>Proportion of Full-Time Annual Salary</u>
1	1/4th
2	2/4ths
3	3/4ths
4	4/4ths (full-time)

Secondary (7-12)/Shared Building Teachers

Full-time secondary (7-12) and shared building teachers shall be scheduled for 268 to 305 minutes. Middle school and shared building teachers' proportions of full-time shall be determined as follows:

Typically, teachers at the secondary level and those who teach in more than one building will not be scheduled for less than 268 minutes or more than 305 minutes of teaching time per day. If they are scheduled for less than 268 minutes or more than 305 minutes per day in any trimester, they shall receive a reduction or addition in remuneration based on the following:

2011-13

\$66.76/minute

Example #1: If a teacher has a schedule of 265 minutes per day in the first trimester and 285 minutes in the second and third trimesters, the teacher would receive \$197.31 (3 x \$65.77) less for the first trimester and full compensation for the 2 remaining trimesters.

Example #2: If a teacher has a schedule of 308 minutes per day in the first trimester and 285 minutes in the second and third trimesters, the teacher would receive additional compensation of \$197.31 for the first trimester and full compensation for the 2 remaining trimesters.

Compensation for planning time (same proration as salary proration) is included in the above salary proration for part-time teachers.

For the purpose of advancement on the salary schedule, teachers who work less than a full day shall receive credit as follows:

1. No experience credit if the percentage of day worked is 25% or less until 2 years have been worked, at which point in time one-half (1/2) year experience shall be earned.
2. One-half (1/2) year experience credit if the percentage of day worked is 26% to 74%.
3. One (1) year experience credit if the percentage of day worked is 75% or greater.
4. Salary adjustments for teachers who receive one-half (1/2) of a year's credit will be reflected by a blended salary every other year. (E.g. a teacher on step 5 who receives one-half (1/2) year's credit will be paid a salary at the start of the next year at the rate that is one-half (1/2) way between step 5 and step 6, and the following year will be paid one-half (1/2) step 6.)

H. For the purpose of movement on the salary schedule, teachers who work less than a full school year shall receive credit as follows:

1. No experience credit if the number of days worked during the school year is forty-five (45) or less.
2. One-half (1/2) year experience credit if the number of days worked during the school year is more than forty-five (45) and less than one hundred thirty-six (136).
3. One (1) year experience credit if the number of days worked during the school year is one hundred thirty-six (136) or more.

4. "Days worked" shall include student and non-student attendance days and shall be computed on the basis of equivalent full time days.
 5. For the purposes of this section, days on a paid leave of absence shall count as days worked.
 6. Salary adjustments for teachers who receive one-half (1/2) of a year's credit will be reflected by a blended salary the following year. (e.g. a teacher on step 5 that receives one-half (1/2) year's credit will be paid a salary at the start of the following year at the rate that is one-half (1/2) way between step 5 and step 6).
- I. Advancement on the salary schedule will be made according to the following schedule and procedure:
1. **Schedule:** Teachers will present the superintendent with verification of the successful class completion and the grade awarded. Salary will be adjusted as follows:
 - a. If the Superintendent receives such verification on or after April 1, but prior to September 1, the teacher's salary will be adjusted at the beginning of the successive school year.
 - b. If the class is completed and the grade awarded prior to September 1 and the Superintendent receives verification prior to November 15, the teacher's salary will be adjusted retroactively to the beginning of that school year.
 - c. If the class is completed and the grade awarded prior to February 1 and the Superintendent receives verification prior to April 1, the teacher's salary will be adjusted retroactively to the midpoint of that school year.

BA+18 – Teachers will be advanced on the salary schedule when they have earned eighteen (18) or more semester hours of graduate credit.

MA – Teachers will be advanced on the salary schedule when they have earned a master's degree.

MA+15 – Teachers will be advanced on the salary schedule when they have earned fifteen (15) graduate semester hours beyond the master's degree. These hours should be in a planned program leading toward an additional master's degree or specialist's degree or other courses that have previously been approved by the superintendent.

MA+30 – Teachers will be advanced on the salary schedule when they have earned thirty (30) graduate semester hours beyond the master's degree. These hours should be in a planned program leading toward an additional master's degree or specialist's degree or other courses that have previously been approved by the superintendent.
 2. **Procedure:** Credits that have been approved for reimbursement do not necessarily qualify as being approved for salary schedule advancement. In order to apply a consistent and reasonable standard to advancement on the salary

schedule, it is necessary that credits earned outside a planned Master's or Specialist's Degree program (non-planned program credits) be approved for salary schedule advancement based on all of the following criteria:

- a. Credits are earned from an accredited institution.
- b. Courses are designated graduate level – typically designated by a course number of 500 or higher.
- c. Demonstrated graduate level rigor and sophistication (via course syllabi or other documentation) in at least two of the following areas:
 - 1) Writing
 - 2) Reading
 - 3) Research
- d. In advance of registering for the course, a completed “Advance Approval of Non-Degreed Program Credits” form has been submitted with all required documentation and approved.

Graduate credits approved for reimbursement previous to March 16, 2009 will be accepted for salary schedule advancement.

J. A teacher not reporting for work shall have his/her salary reduced by the fraction (1/number of teacher days) for each day's absence, providing the absence is not permitted under the terms of this agreement.

K. All teachers shall have the option of receiving their salary in one (1) of three (3) ways:

1. Twenty-six (26) pays over a twelve (12) month period.
2. Salary pro-rated on twenty-six (26) pays with the balance due on the twenty-first (21st) paycheck.
3. Salary pro-rated on twenty-one (21) pays.

Lump sum payments will be contingent on an orderly cash flow of state aid payments and the ability of the employer to extend payments in this fashion. Any employee desiring a method of payment other than number (1.) must notify the business office at the time of signing individual contracts. In emergency situations, teachers shall be given the opportunity to receive the balance of their pay at the last pay period in June.

L. Compensatory time will be provided for those teachers voluntarily involved in the summer kindergarten screening process.

M. A teacher agreeing to cover a class on his/her preparation period shall be paid as follows:

1. Middle school teacher – fifteen dollars (\$15.00) per elective class period and twenty dollars (\$20.00) per core class period.
2. High school teacher – twenty dollars (\$20.00) per class period.

N. Testing Out

When students, following the established timeline, are granted the opportunity to test out of classes, the teacher(s) of the respective class, the building administrator and the Department Head will meet to develop the procedure that will be followed.

For each student request to test out, the teacher(s) involved shall each be paid an amount equal to one-fifth (1/5th) of the then current daily substitute teacher rate for each clock hour of the teacher's time involved in handling the testing out request. The Administration shall have the option of granting a teacher released time in lieu of additional pay.

O. Reimbursement of Costs for Certificates

The District shall reimburse each teacher for all costs and/or fees assessed for one renewal per five years up to a maximum of four renewals of any teaching certificate issued by the Michigan Department of Education.

ARTICLE XVI

CONFERENCE ATTENDANCE

The Board of Education shall encourage teachers to participate actively in local, state, and national professional organizations. Requests for permission to attend professional meetings and conferences shall be submitted to the building principal first, then to the superintendent of schools. Such request should contain an estimate, as far as possible, of the expenses to be incurred, and a statement of the expected benefit to the individual or the school system by such attendance. Teachers attending educational conferences shall be responsible for making reports to the whole staff, members of their department, or other groups as the principal or superintendent may require.

ARTICLE XVII

REDUCTION OF CERTIFIED PERSONNEL

- A. The Board and the Association recognize the possibility that the financial condition and/or enrollment of the Spring Lake Schools at a given time could necessitate a reduction of certified personnel. The parties also recognize that such determinations are within the exclusive discretion of the Board. In the event of a general cutback or reduction of teachers through layoff from employment, the following procedure, based upon program needs, will be utilized by the Board or its designated representative:
1. The Board shall maintain one roster of employees in the bargaining unit. The roster shall reflect the following information: last date of hire; degrees held; certificates held; department, if any; transferred credit years allowed; tenure status; number of years at Spring Lake and the total years of seniority.
 2. Probationary teachers in the specific positions being reduced or eliminated will be laid off, provided there are fully qualified, fully certificated teachers to replace and perform all of the duties of the laid-off teachers where such positions remain after such reduction, it being understood that the Board shall have no obligation to fill any position that has been reduced or eliminated.

3. If it becomes necessary to reduce positions occupied by tenure personnel, they will be laid off in order of the least years of seniority.
4. If personnel holding the same seniority, certification, and qualifications must be reduced, the order of priority shall be to the teacher who is considered by the Board to be the most capable to fill such a position.
5. Refusal or acceptance of a position that is not equivalent in time to the position previously held shall not affect a teacher's recall rights.
6. Definitions:
 - a. Certification: Possessing a certificate appropriate to the teaching level.
 - b. Qualifications: Possessing a major or a minor appropriate to the teaching assignment, as well as a sufficient number of credit hours or other requirements in that academic area to meet state and federal standards.
 - c. Seniority: Seniority shall be defined as the total years of service to the Spring Lake School District as determined below. Such service shall not be interrupted except by an approved leave of absence.

The seniority date of each teacher shall be established as follows:

- (1) New hires in bargaining unit positions shall be placed on the seniority list as of their date of hire.
 - (2) All persons placed on the seniority list shall continue on the list until such time as they may resign. Persons who resign and are later reemployed shall be placed on the list from the last date of hire. Approved leaves of absence shall not constitute a resignation.
 - (3) Those part-time employees who work less than a half (1/2) day will receive one-half (1/2) year seniority. All other part-time teachers shall receive one (1) full year of seniority.
 - (4) The seniority list shall be posted by October 1st. Employees may file objections within thirty (30) calendar days, thereafter, the list shall be final and conclusive for the current school year.
- B. If, after a staff reduction, teaching positions become vacant, laid-off teachers who are certified and qualified will be given the first opportunity to fill such positions in the order of most seniority.
 - C. Before official action on a reduction of teachers is taken by the Board of Education, it will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the Board's designee. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association.

- D. The individual contract executed between each teacher and the Board is subject to the terms and conditions of this Article. It is intended that this Article takes precedence over and governs the individual contract, and the individual contract is expressly conditioned upon this Article.
- E. Any teacher on layoff shall be notified by certified letter of the first recall from layoff occurring for which the teacher is certified and qualified. The Board may rely upon the last address shown on its personnel records. Recall shall be made in the order of most seniority first. If there is no acceptance of such offer of recall within ten (10) days from the time of receipt of the notice, the right to recall shall be forfeited.
- F. During the last thirty (30) days of twelve (12) consecutive months of being on layoff status, the Board shall send written notice to the teacher by certified mail to the teacher's address as shown on the school records. If the teacher responds in writing within fifteen (15) days of receipt of the mailing that he/she still wants to be considered for available positions for which the teacher is certified and qualified, then he/she shall remain on layoff status. There shall be no recall right if the teacher should fail to respond to the Board's written notice and all seniority rights will be terminated at that time.
- G. Reduction of a position by the Board from full to part-time shall be considered as under-employed. Remaining in the reduced position shall not affect the teacher's right of recall to a full-time position.

ARTICLE XVIII

MISCELLANEOUS

A. Financial Institutions and 403(b) Contributions

At the beginning of each school year, teachers may sign and deliver to the Board a statement authorizing financial institutions and 403(b) deductions from the teacher's salary. Such deductions shall be made from all pay periods each month with the amount deducted determined by the individual teacher.

Spring Lake Public Schools will provide to employees the opportunity to invest pre-tax dollars under the revised IRS 403(b) guidelines. Beginning with the 2009-2010 school year, the following vendors will be utilized:

- AIG/Valic
- GLP (ING/Reliastar)
- Mass Mutual
- MEA Financial Services
- Midwest Capital Advisors
- Plan Member
- Putnam
- The Legend Group
- Waddell & Reed/Nationwide

If no bargaining agreement between the Spring Lake Board of Education and the Spring Lake Education Association is in effect, the above list will be utilized until such agreement is changed through collective bargaining.

The Spring Lake Board of Education does hereby agree that any changes/potential changes to the 403(b) program must be communicated promptly to the Spring Lake Education Association for discussion. Any changes to the Adoption Agreement of the 403(b) Plan dated October 21, 2008, will be mutually agreed upon by the two parties. If the Adoption Agreement becomes obsolete, the parties must renegotiate and mutually agree upon the continuance of the terms of the Agreement. The approved vendor list will include at least three vendors to be mutually agreed upon by the parties.

B. Professional Development and Educational Improvement

During the first six (6) years of employment as a Provisionally Certified employee, the Board shall reimburse the teacher for up to \$1080 per year for the actual cost of tuition, text, and course supplies. The Board shall reimburse all other teachers for the cost of up to 6 credits per five years at the published rate that Grand Valley State University charges for graduate level coursework. The Board will not reimburse the cost of transportation, room or board, nor will it reimburse the cost of that portion of course costs covered under the fellowship grants, scholarship grants, and other reimbursed programs.

In order to qualify the following conditions must be met:

1. The appropriate degree and certificate for the teaching assignment have already been earned.
2. An application for course approval and evidence of earned credit is filed in accordance with regulations established by the superintendent of schools.
3. The staff member is actually employed in the school system at the time the course or activity is completed.

Payment of the above amount for earned credits will be made as follows:

1. Credit earned during the first semester of the school year will be reimbursed in February of that school year.
2. Credit earned during the second semester will be reimbursed in June.
3. Credit earned during the summer will be reimbursed in September.

The Board, at its discretion, may allot all or part of this educational benefit to teachers holding a continuing certificate for non-academic, non-credit activities which it judges to be professionally or educationally enriching. A teacher seeking to gain approval for such an activity must submit to the superintendent in writing a detailed explanation of the activity and its anticipated value. Reimbursement for an approved activity will be subject to the conditions outlined above and proof that the activity has been satisfactorily completed. Any materials resulting from such an activity would become the property of the media center.

C. Student Teacher Program

Stipends granted to the Spring Lake School District by the colleges for the training of student teachers shall be contributed to the Scholarship Fund of the Association.

Student teachers shall not be used as substitute teachers unless it is an emergency situation and a substitute teacher cannot be obtained. Student teachers will only be used in accordance with the participating college's or university's guidelines. In this situation, a student teacher would be used under the supervision of a building administrator and only after the student teacher has been judged to be capable of handling the classroom.

D. Resignation of Teacher

If any employee fails to complete his/her contract with the Board, the following procedures will be followed:

1. The action will be entered on the record.
2. Any request for a recommendation will show that the employee did not fulfill the contractual obligation.
3. Tenure teachers will lose their tenure right under Article V, Section 4, of the Tenure Act.

The superintendent of schools may recommend to the Board that the resignation be accepted due to extenuating circumstances.

E. Retirement

As currently provided by law, there shall be no mandatory retirement age.

F. School Counselors

If the Board requires any teacher's length of employment to precede or extend beyond the regular teacher's contract year, the teacher will be compensated for each additional day at the rate of the fraction (1/number of teacher days) of his/her annual salary.

Counselors shall not be assigned more than one regular classroom teaching assignment unless they are employed as counselors on a part-time basis. Neither shall counselors be assigned attendance functions, discipline responsibilities, administrative and clerical duties (including the laying out of the master schedule) or study hall or lunch room supervisory responsibilities as part of their normal duties.

The Board further recognizes that counselors shall have the flexibility to arrange their schedules to permit their taking part in activities outside the school building which are in the interest of the student. These activities shall include, but not necessarily be limited to, liaison activities with community and social agencies as part of the referral process, vocational/educational guidance workshops, parental contact, and job and educational placement activities. This shall be done with approval of the principal.

G. Use of Substitutes

When a teacher is ill for a full day or attending a conference approved by the superintendent, the Board will hire a qualified substitute teacher or teacher aide to teach his/her classes, unless the number of classes is such that an administrator could cover them. Teachers would not be asked to substitute except in cases of emergency. When an aide has the sole responsibility for teaching a classroom, he/she must be qualified as required by current state law and will be paid the rate of a substitute teacher.

H. School Calendar/"Act of God" Days

See Appendix C (attached): provided, however, that if certain "Act of God" days (e.g., days canceled due to inclement weather, problems with the physical plant, etc.) cannot be counted as days of pupil instruction for state aid payment purposes, teachers shall neither be required to report to work nor suffer any loss of pay; provided, however, such days shall be rescheduled (by mutual agreement) without any additional salary being paid to the teachers. In the absence of such mutual agreement, the days will be added to the end of such school year. Further, in the event inclement weather or other conditions cause a later reporting time and/or earlier leaving time on a given school day, but without any resulting loss of state aid, such changes shall not result in loss of pay.

I. Sick Leave Bank

The Board shall establish a single/bargaining unit-wide paid sick leave bank, to be funded at the rate of not more than 180 days per school year. This sick leave bank will be administered by the SLEA and the Superintendent under the following guidelines:

1. A teacher may receive paid sick leave benefits from this bank only if:
 - a. He/she has exhausted his/her personal accumulated paid sick leave credits; and
 - b. Paid sick leave days remain available in the bank; and
 - c. He/she has already utilized thirty (30) paid and/or unpaid sick leave days in the respective school year.

First and second year teachers who do not qualify under these guidelines will be considered on an individual basis by the SLEA and Superintendent.

2. A doctor's disability order will be required when applying for sick leave bank days.
3. Sick leave bank days will be capped at ten (10) days per individual in a seven (7) year period.
4. Catastrophic/Serious Illness or Injury that requires more than ten (10) days will be considered by the SLEA and the Superintendent on an individual basis.

5. Use of such paid sick leave shall be in accordance with the paid sick leave provisions of Article VI, Paragraph B-1 of this Agreement; and such sick leave may not be used if the teacher has satisfied the waiting period of any LTD insurance provided under this Agreement.

J. Economic Agreement School Years 2011-2013

The Spring Lake Education Association and the Spring Lake Board of Education, hereby agree to the following economic compensation for a new contract covering the 2011-2013 school years.

The 2011-12 and 2012-13 salary schedules will reflect a zero percent increase from the 2010-11 salary schedule. The base salary for 2011-12 and 2012-13 will be \$40,723. In addition, for 2011-12 teachers will remain on the same step they were on in 2010-11. Teachers will advance one-half of a step for 2012-13. If a teacher was eligible for a raise in 2011-2012 then the teacher will advance to the next one-half step mark in 2012-2013.

ARTICLE XIX

EARLY RETIREMENT

A. Requirements

To be eligible for participation in this program, a teacher must satisfy all of the following requirements:

1. Be eligible to retire under the provisions of the Michigan Public School Employees' Retirement System (MPERS).
2. Have the equivalent of at least fifteen (15) years employment in Spring Lake Public Schools as defined by the Michigan Public School Employees' Retirement System.
3. Be an active employee which shall be defined as a teacher who holds seniority, is currently a member of the bargaining unit and is not on an unpaid leave of absence other than an unpaid sick leave of absence.
4. Unless otherwise approved by the school district, an employee must provide a written notice of retirement; (1) by November 15 for retirement at the end of the first (1st) semester, or (2) by January 1 for retirement at the end of a school year.
5. Retirement may only be exercised between academic years or at the end of the first (1st) semester unless otherwise approved by the school district.
6. The Board may limit the number of teachers receiving the benefit of this Article to the three (3) most senior teachers electing to retire pursuant to this Agreement.

B. Benefits

1. The Board will pay no later than thirty (30) calendar days after the employee's last day of work one thousand dollars (\$1,000) per year of employment in Spring Lake Public Schools, up to thirty (30) years.
2. The Board shall deposit said amount up to the annual maximum possible pursuant to current limitations as a non-elective employer contribution to a 403(b) account designated by the employee.
3. Any amount in excess of the annual allowable maximum will be a non-elective employer contribution to a 403(b) account designated by the employee after January 1 of the following tax year.

In the event of a retiree's death, any balance not yet paid will be paid to his/her designated beneficiary.

3. Any tax liability will be borne by the teacher.

ARTICLE XX

SEVERABILITY

In the event that any provision of this Agreement shall conflict with any federal or state law, or is proven illegal in a court of law, such provision hereof shall not remain operative or binding upon the parties, but the remaining portion of this Agreement shall remain in force and effect.

ARTICLE XXI

SCHOOL IMPROVEMENT

It is hereby agreed by and between the parties that with respect to the responsibility contained in P.A. 25 of 1990 (MCL 380.1277) to adopt and implement a 3 to 5 year school improvement plan and continuing school improvement process for each school within the school district, they acknowledge and recognize that the provisions of the collective bargaining agreement between them govern as to the wages, hours and terms and conditions of employment of teachers addressed therein and that those provisions shall not be altered or modified through the school improvement process, except by mutual agreement executed in writing.

ARTICLE XXII

MENTOR TEACHERS

- A. The building principal (with input from the Association) shall appoint a person who qualifies under Section 1526 of the School Code as a mentor for each mentee employed by the School District. Each probationary bargaining unit member in his/her first three (3) years of classroom teaching shall be assigned a mentor.

- B. A mentor teacher shall be assigned in accordance with the following:
1. Participation as a mentor teacher shall be voluntary.
 2. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification or work assignment. Provided there are enough appropriate volunteers, mentor teachers shall be members of the bargaining unit.
 3. A mentee shall only be assigned to one (1) mentor teacher at a time.
 4. The mentor teacher assignment shall be for one (1) year, subject to renewal each year.
 5. A mentor teacher who is a member of the bargaining unit, shall have at least four (4) years of seniority and shall have received a satisfactory rating on their most recent evaluation.
- C. Upon request, the administration may provide release time so the mentor may work with the mentee in his/her assignment during the regular work day. When possible and desirable, the mentor and mentee will be assigned a common preparation period.
- D. Neither the mentor nor the mentee teacher shall participate in the supervision or evaluation of the other. Neither the mentor nor the mentee teacher shall be called as a witness in any grievance or administrative hearing involving the other's evaluation, discipline or discharge. (This limitation applies to matters related to classroom performance; but not to matters involving alleged misconduct.)

ARTICLE XXIII

ACADEMY SCHOOLS

The Spring Lake Public Schools will not approve any public school academy application or contract prior to negotiations with the Spring Lake Education Association.

Should the Spring Lake Public Schools participate in any discussion germane to approving a public school academy, the association will be promptly notified and the Association will be provided all information regarding same to allow a monitoring of the District's discussions. If the district should decide to open an academy, the parties will negotiate wages, hours, and working conditions for the bargaining unit work being performed in the academy.

This agreement only applies to Act No. 362 of the Public Acts of 1993.

If new legislation is enacted which authorizes a different type of academy or charter, the parties will reopen negotiations to accommodate same.

ARTICLE XXIV

SPECIAL EDUCATION

A. The building administrator shall diligently pursue all legal means available for obtaining school records, a prompt evaluation, diagnosis and/or IEP for any child in need.

B. Individualized Education Program (IEP) and Individualized Education Program Team (IEPT)

1. Right to Participate. At least one sending and one receiving bargaining unit member who will be providing instructional or other services to a student with disabilities in a general education classroom or special education classroom shall be invited, in writing, to attend the student's IEPT annual/ review meeting.
2. IEP Information. The District will provide all affected bargaining unit members who will be providing instructional or other services to a student with disabilities with written IEP Accommodations.

C. Special Education, ESL, and Special Needs

The number of mainstreamed students put into a regular education classroom shall be considered when class size is established. If a teacher feels that he or she has an inordinate number of special needs students and is in need of assistance, he or she may ask the Building Oversight Committee to review the situation.

The Building Oversight Committee will include no more than three (3) teachers appointed by SLEA and no more than three (3) representatives from the Board, including the Director of Special Education and the building principal.

D. Health and Safety

1. Request to Avoid Contact. If a bargaining unit member due to his/her condition, e.g., pregnancy, illness, vulnerable existing condition, or otherwise) would be exposed to a special risk of potential harm if he/she contracted certain communicable diseases, he/she may notify the Employer in writing of such condition(s) and the special risk. The Employer shall keep such notice confidential. Further, the Employer shall notify said bargaining unit member in advance of any situation where a bargaining unit member at risk potentially could have contact with a student or employee with a communicable disease. At the bargaining unit member's request, the Employer will reassign the employee to a similar bargaining unit position with no loss of compensation.
2. Unsafe or Hazardous Conditions. Bargaining unit members shall not be required to work under unsafe or hazardous conditions, or to perform tasks that endanger their health, safety, or well being.
3. Medical Services. Bargaining unit members will not provide medical services or medically related services.

- E. Medical Procedures. Teachers will not be required to perform clean intermittent catheterization, suctioning (nasal, oral, or deep), tracheotomy care (clean, suction, etc.) tube feeding, dispensing or administering medication, oxygen regulation or care, handling bodily fluids, injections, toileting, or similar procedures.

ARTICLE XXV

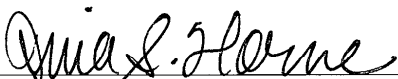
DURATION OF AGREEMENT

This entire Agreement shall be effective as of July 1, 2011, and shall continue until August 31, 2013.

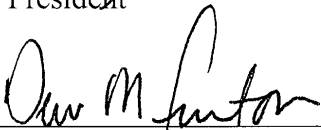
In accordance with the Public Employment Relations Act (PERA), an emergency manager appointed under the local government and school district fiscal accountability act shall be allowed to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

SPRING LAKE
BOARD OF EDUCATION

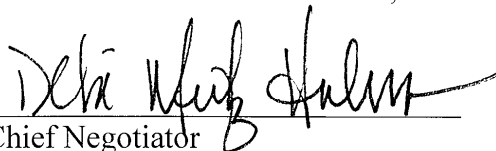


President



Superintendent

SPRING LAKE
EDUCATION ASSOCIATION, MEA-NEA



Chief Negotiator



President

APPENDIX A
 SPRING LAKE PUBLIC SCHOOLS
 2011-2013 TEACHER SALARY SCHEDULE

STEP	BA		BA + 18		MA		MA+15		MA+30	
1	1.000	\$40,723	1.030	\$41,945	1.060	\$43,166	1.090	\$44,388	1.120	\$45,610
1.5	1.025	\$41,741	1.055	\$42,963	1.085	\$44,184	1.115	\$45,406	1.145	\$46,628
2	1.050	\$42,759	1.080	\$43,981	1.110	\$45,203	1.140	\$46,424	1.170	\$47,646
2.5	1.075	\$43,777	1.105	\$44,999	1.135	\$46,221	1.165	\$47,442	1.195	\$48,664
3	1.100	\$44,795	1.130	\$46,017	1.160	\$47,239	1.190	\$48,460	1.220	\$49,682
3.5	1.125	\$45,813	1.155	\$47,035	1.205	\$49,071	1.235	\$50,293	1.265	\$51,515
4	1.150	\$46,831	1.180	\$48,053	1.250	\$50,904	1.280	\$52,125	1.310	\$53,347
4.5	1.175	\$47,850	1.205	\$49,071	1.275	\$51,922	1.305	\$53,144	1.335	\$54,365
5	1.200	\$48,868	1.230	\$50,089	1.300	\$52,940	1.330	\$54,162	1.360	\$55,383
5.5	1.225	\$49,886	1.255	\$51,107	1.340	\$54,569	1.370	\$55,791	1.400	\$57,012
6	1.250	\$50,904	1.280	\$52,125	1.380	\$56,198	1.410	\$57,419	1.440	\$58,641
6.5	1.275	\$51,922	1.305	\$53,144	1.405	\$57,216	1.435	\$58,438	1.465	\$59,659
7	1.300	\$52,940	1.330	\$54,162	1.430	\$58,234	1.460	\$59,456	1.490	\$60,677
7.5	1.330	\$54,162	1.360	\$55,383	1.460	\$59,456	1.490	\$60,677	1.520	\$61,899
8	1.360	\$55,383	1.390	\$56,605	1.490	\$60,677	1.520	\$61,899	1.550	\$63,121
8.5	1.390	\$56,605	1.420	\$57,827	1.525	\$62,103	1.555	\$63,324	1.585	\$64,546
9	1.420	\$57,827	1.450	\$59,048	1.560	\$63,528	1.590	\$64,750	1.620	\$65,971
9.5	1.450	\$59,048	1.480	\$60,270	1.590	\$64,750	1.620	\$65,971	1.650	\$67,193
10	1.480	\$60,270	1.510	\$61,492	1.620	\$65,971	1.650	\$67,193	1.680	\$68,415
10.5	1.510	\$61,492	1.540	\$62,713	1.655	\$67,397	1.685	\$68,618	1.720	\$70,044
11	1.540	\$62,713	1.570	\$63,935	1.690	\$68,822	1.720	\$70,044	1.760	\$71,672
11.5	1.570	\$63,935	1.600	\$65,157	1.725	\$70,247	1.760	\$71,672	1.805	\$73,505
12	1.600	\$65,157	1.630	\$66,378	1.760	\$71,672	1.800	\$73,301	1.850	\$75,338
14.5	1.630	\$66,378	1.660	\$67,600	1.790	\$72,894	1.830	\$74,523	1.880	\$76,559
15	1.660	\$67,600	1.690	\$68,822	1.820	\$74,116	1.860	\$75,745	1.910	\$77,781
17.5	1.690	\$68,822	1.720	\$70,044	1.850	\$75,338	1.890	\$76,966	1.940	\$79,003
18	1.720	\$70,044	1.750	\$71,265	1.880	\$76,559	1.920	\$78,188	1.970	\$80,224
20.5	1.750	\$71,265	1.780	\$72,487	1.910	\$77,781	1.950	\$79,410	2.000	\$81,446
21	1.780	\$72,487	1.810	\$73,709	1.940	\$79,003	1.980	\$80,632	2.030	\$82,668

2011-12 Step Freeze
 2012-13 .5 Step Advancement

APPENDIX B

EXTRA PAY FOR EXTRA DUTIES

The Board shall grant extra pay to those who are selected by the Board to perform the following extra assignments. Compensation shall be based on either a fixed amount or the percentage relationship to the current basic salary. This supplementary salary shall be paid upon the successful completion of the activity. These assignments are one (1) year non-tenure appointments.

ATHLETICS (Boys)

Football	Head Varsity	16.0%
	Assistant Varsity (2)	10.0%
	Head Junior Varsity	9.5%
	Assistant Junior Varsity	9.0%
	Head 9th Grade	8.0%
	Assistant 9th Grade	7.0%
	Head 8th Grade	6.5%
	Assistant 8th Grade	6.0%
Basketball	Head Varsity	16.0%
	Junior Varsity	10.0%
	Freshman	8.0%
	8th Grade	6.5%
	7th Grade	6.0%
Swimming	Head Varsity	13.0%
	Assistant Varsity (40 or more athletes required)	6.0%
	Assistant Varsity/Diving	4.0%
	Middle School Co-ed	6.0%
Golf	Head Varsity	10.0%
Wrestling	Head Varsity	13.0%
	Assistant Varsity	8.0%
	Middle School	6.0%
Track	Head Varsity	10.0%
	Assistant Varsity (1)	6.0%
	Middle School Co-ed	6.0%
	Assistant Middle School	5.5%
Cross Country	Head Varsity	8.0%
	Middle School Co-ed	6.0%

APPENDIX B (Cont.)

Baseball	Head Varsity	10.0%
	Junior Varsity.....	6.0%
Tennis	Head Varsity	10.0%
	Asst. Varsity/Junior Varsity	6.0%
Soccer	Head Varsity	10% (14.0% grandfathered)
	Junior Varsity.....	6.0%

ATHLETICS (Girls)

Golf	Head Varsity	10.0%
Basketball	Head Varsity	16.0%
	Junior Varsity.....	10.0%
	9th Grade.....	8.0%
	8th Grade.....	6.5%
	7th Grade.....	6.0%
Tennis	Head Varsity	10.0%
	Asst. Varsity/Junior Varsity	6.0%
Softball	Head Varsity	10.0%
	Junior Varsity.....	6.0%
Swimming	Head Varsity	13.0%
	Assistant Varsity (40 or more athletes required)	6.0%
	Asst. Varsity/Diving	4.0%
Volleyball	Head Varsity	16.0%
	Junior Varsity.....	10.0%
	9th Grade.....	8.0%
	8th Grade.....	6.5%
	7th Grade.....	6.0%
Track	Head Varsity	10.0%
	Assistant Varsity	6.0%
Cross Country	Head Varsity	8.0%
Soccer	Head Varsity	10.0%
	Junior Varsity	6.0%

APPENDIX B (Cont.)

Cheerleading	Fall -	Head	10.0%
		Junior Varsity.....	6.0%
		9th Grade.....	6.0%
	Winter -	Head	10.0%
		Junior Varsity.....	6.0%
		9th Grade.....	6.0%
		Middle School.....	3.0%

MUSIC PROGRAM

H.S., Elem. Band/School & Community Service	11.0%
Marching Band (2).....	2.5%
Band Camp (2).....	2.5%
Color Guard - Marching Band (1)	2.5%
Instrumental Music/extended day (2)	6.0%
M.S., Elem. Band/School & Community Service	11.0%
Elementary Choral (3)	2.0%
Middle School/High School Choral (2)	3.0%
Pep Band	2.0%

ACTIVITIES

S.A.D.D.....	2.5%
All School Musical Director	8.0%
Assistant All School Musical Director	2.0%
All School Musical Director - instrumental	3.5%
All School Musical Director - vocal	3.5%
All School Play Director.....	3.0%
Auditorium Supervisor.....	7.5%
Yearbook Advisor	6.0%
Freshman Class Advisor (1)	2.5%
Sophomore Class Advisor (1).....	2.5%
Junior Class Advisor (2)	3.0%
Senior Class Advisor (1).....	3.0%
National Honor Society Advisor (2)	2.5%
Student Council Advisor - High School	2.5%
- Asst. H.S.	1.5%
- Middle School.....	2.0%
- Intermediate School	2.0%
Quiz Bowl Advisor	3.0%
Debate Coach	3.0%
Swimming-Age Group.....	3.0%
Middle School Yearbook	2.0%
High School Newspaper Advisor.....	2.5%
High School Chess Club Advisor	3.0%
Business Professionals of America Advisor	3.0%
Interact	3.0%

Lunch Supervision	\$350 per trimester
Detention Study Hall.....	\$350 per trimester

APPENDIX B (Cont.)

Mentor Teacher	\$250 per mentee
Driver Education Teacher 2009-2010	\$23.22/hour
Driver Education Teacher 2010-2011	\$23.57/hour

Elementary Intra-mural – activity program (will be coordinated on a continuing basis by the building principal(s) and interested staff members. Rates of compensation will be mutually agreed to).

DEPARTMENT CHAIRPERSONS

<u>HS Departments</u>	<u>Compensation</u>
English (Language).....	3.5%
Social Studies.....	3.5%
Mathematics.....	3.5%
Science	3.5%
Fine (Art & Music) and Applied (Business, Life Skills, Technology Education) Arts	3.5%
.....	Health & P.E.
.....	3.5%
Special Ed.	3.5%
Foreign Language	3.5%

Intermediate/Middle School Departments

English	3.5%
Social Studies.....	3.5%
Math	3.5%
Science	3.5%
Health & P.E.	3.5%

Elementary Curriculum Liaison (year of proposal) -

Up to 5 per building*	1.75%
Guidance	As per extended work contract
Media	As per extended work contract

*If the curriculum review work extends beyond one (1) school year, an additional year of compensation shall be granted.

2011-2012 School Calendar

Appendix C

<p>Sep-11</p> <p>Aug. 30-31 K-12 Professional Dev. Sept. 5 Labor Day 6 First Day of School</p>	<p>Sep-11</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td style="background-color: #cccccc;">30</td><td style="background-color: #cccccc;">31</td><td>1</td><td>2</td><td>3</td></tr> <tr><td>4</td><td style="background-color: #ff0000;">5</td><td style="background-color: #00b0f0;">6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td></td></tr> </tbody> </table>	S	M	T	W	T	F	S										30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		<p>Feb-12</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr> <tr><td>4</td><td style="background-color: #ff0000;">5</td><td style="background-color: #ff0000;">6</td><td style="background-color: #ff0000;">7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	T	F	S												1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29			<p>Feb-12</p> <p>1-2 7-12 Conferences 6-7 No K-12 Students/Teachers</p>
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**APPENDIX D
 SPRING LAKE PUBLIC SCHOOLS
 GRIEVANCE REPORT**

Name of Grievant Assignment of Grievant Date Grievance Occurred Date Filed

GRIEVANCE

Article allegedly violated: Article _____ Section _____

Statement of Grievance:

Relief sought:

Signature of Grievant: _____ Date: _____

Disposition of Grievance:

	Date Filed	Administration Signature	Granted or Denied	Date	Association Signature
Step 1:	_____	_____	_____	_____	_____
Step 2:	_____	_____	_____	_____	_____
Step 3:	_____	_____	_____	_____	_____
Step 4:	_____	_____	_____	_____	_____
Step 5:	_____	_____	_____	_____	_____

Please attach additional sheets as needed. After final disposition, copies of complete procedure to be furnished to:

1. Teacher,
2. SLEA PR & R
3. Principal
4. Superintendent,
5. Board of Education File

APPENDIX E

Election of Retirement and Universal Service Credit benefits under Article XIX

ADDITIONAL RETIREMENT CONTRIBUTIONS

PAYROLL AUTHORIZATION

A Michigan Public School Employees Retirement System (MPSERS) member, pursuant to statute, is permitted to: (1) redeposit member contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) elect permissive service credit purchase through additional contributions to the retirement system. Any additional amounts due may generally be paid by the member directly to the retirement system, or the member may request, and the employer may permit, deductions through payroll.

I understand that my employer has adopted a resolution under the "pick-up" tax deferral provisions of Internal Revenue Code (IRC) Section 414(h)(2) and that tax deferral of my additional amounts due to the retirement system requires this irrevocable payroll deduction authorization. The employer resolution (and this agreement) shall take effect _____.
(today's date)

I hereby authorize and understand that this authorization is binding and irrevocable under IRC Section 414(h)(2) and my employer's resolution.

1. Deductions are to be made from my salary, for a total of _____ months in the amounts of \$ _____ per month with a final payment of \$ _____.
2. These are additional retirement contributions.
3. For the effective period of the agreement, payments are to be made by my employer. While this agreement is in effect, I understand that MPSERS will only accept payment from my employer for the designated service and not directly from me.
4. My employer is obligated to make payment pursuant to this agreement only if there are sufficient funds from my earnings to do so after any other mandatory deductions.
5. This agreement shall remain in effect only until: a) payroll payments are completed, or b) termination of employment.

REPORTING UNIT NAME Spring Lake Public Schools NUMBER _____

I irrevocably authorize the above payroll deductions under the conditions specified in my employer's resolution and this authorization.

EMPLOYEE NAME _____

EMPLOYEE SOCIAL SECURITY NUMBER _____

EMPLOYEE SIGNATURE _____ DATE _____

APPENDIX F

LETTER OF AGREEMENT
Between the
SPRING LAKE BOARD OF EDUCATION
And the
SPRING LAKE EDUCATION ASSOCIATION, MEA-NEA

RE: Senior Civics Lecture Class

The Spring Lake Board of Education and Spring Lake Education Association do hereby agree to waive the following to allow Jerry Rabideau to teach a senior civics lecture class during the first and second trimesters of the school year:

- Class size limitations of Article XIII, paragraph D (4.) and
- Contractual teaching hours of Article XIII, paragraph A (1.)

of the Agreement between the Spring Lake Board of Education and the Spring Lake Education Association.

Mr. Rabideau will be required to teach two classes in addition to his senior civics class. The senior civics classes meet four (4) days per week for 55 minutes each day. There will be other duties as determined by the high school principal.

Spring Lake Education Association
MEA-NEA

Spring Lake Board of Education

Signed: /s/ Deb Mertz-Hulverson

Signed: /s/ Dennis M. Furton

Date: 12/15/2011

Date: 12/15/2011

APPENDIX G

**LETTER OF AGREEMENT
Between the
SPRING LAKE BOARD OF EDUCATION
And the
SPRING LAKE EDUCATION ASSOCIATION, MEA-NEA**

RE: Teaching Less Than 268 Minutes

The Spring Lake Board of Education and Spring Lake Education Association do hereby agree to the following:

Article XV states that teachers teaching less than 268 minutes per day shall receive a reduction in remuneration. Should the teaching schedule of Robin Kieft and/or Eric Kipling drop below 268 minutes per day there will be no reduction in their remuneration.

Spring Lake Education Association
MEA-NEA

Spring Lake Board of Education

Signed: /s/ Deb Mertz-Hulverson

Signed: /s/ Dennis M. Furton

Date: 01/19/2012

Date: 01/19/2012

APPENDIX H

LETTER OF AGREEMENT

**Between the
SPRING LAKE BOARD OF EDUCATION
And the**

SPRING LAKE EDUCATION ASSOCIATION, MEA-NEA

RE: Ann Henke

The Spring Lake Board of Education and Spring Lake Education Association do hereby agree that Ann Henke's working hours will be 8:25 a.m. until 3:30 p.m. for the 2011-12 and 2012-13 school years.

**Spring Lake Education Association
MEA-NEA**

Spring Lake Board of Education

Signed: /s/ Deb Mertz-Hulverson

Signed: /s/ Dennis M. Furton

Date: 12/15/2011

Date: 12/15/2011

APPENDIX I

**LETTER OF AGREEMENT
Between the
SPRING LAKE BOARD OF EDUCATION
And the
SPRING LAKE EDUCATION ASSOCIATION, MEA-NEA**

RE: Paid and Unpaid Leaves (Articles VI and VII)

The Spring Lake Board of Education and Spring Lake Education Association do hereby agree to substitute the following language (pages 2-5 of this agreement) for Articles VI and VII for the 2011-2012 school year. At or near the end of the 2011-2012 school year, the Spring Lake Board of Education and the Spring Lake Education Association will evaluate this language and negotiate, to a mutual agreement, any changes to it. Should no mutual agreement be reached, both parties agree to revert to the language as agreed upon during the 2011 negotiations and reflected in the 2011-2013 contract between the Spring Lake Board of Education and the Spring Lake Education Association.

Spring Lake Education Association
MEA-NEA

Spring Lake Board of Education

Signed: /s/ Deb Mertz-Hulverson

Signed: /s/ Dennis M. Furton

Date: 8/8/2011

Date: 8/8/2011

ARTICLE VI

PAID LEAVE

A. All teachers will be granted 15 days of paid Personal Time Leave (PTL) per year.

1. Teachers hired on or after October 1st will be granted PTL proportional to the time remaining in the school year from the date of hire.
2. Each year a teacher's unused PTL balance will cumulate up to, and including, 190 days.
3. PTL in any year will not exceed the teacher's accumulated balance unless the use of sick bank days has been granted.
4. A part-time teacher's PTL "days" will be equal to the part-time teacher's fractional contractual status (for example, a three-fifths teacher will be granted 15 three-fifths days).
5. In the event a part-time teacher assumes full-time status, his/her accumulated PTL days will be prorated to reflect his/her full-time equivalent.
6. Whenever an "Act of God" day occurs on a day that a teacher has been granted PTL, that day will be forgiven, that is, not counted toward the number of paid leave days granted.
7. PTL may be used pursuant to the following conditions:
 - a. In the event that a teacher is not be able to perform his/her work on account of personal illness, physical disability, or personal injury not covered by Worker's Compensation, he/she will be granted any part of his/her accumulated leave time.
 - b. Doctors' certificates may be required to substantiate claim of personal illness, injury, or physical disability.
 - c. *Personal Business.* Requests for more than 2 consecutive days of PTL for personal business reasons must be approved by the superintendent.
 - d. The employee may be asked to provide explanation for any PTL requested for a school day immediately before or immediately after a holiday or vacation period. Restrictions may be imposed on those days. In such cases, the decision of the superintendent will be final.
 - e. *Maternity Leave.* Upon the birth of her child, a teacher may opt to use up to 45 accrued PTL days for maternity leave. Any use of PTL time for maternity leave during the days preceding the birth of the child must be medically necessary. Sick bank days may only be utilized per Article XVIII(I).
 - f. *Paternity Leave.* Upon the birth of a child, a teacher may opt to use up to 15 consecutive accrued PTL days for paternity leave. This entire leave must occur within 15 weeks of the date of the birth or adoption. Sick bank days may only be utilized per Article XVIII(I).

- g. *Maternity/Paternity Leave for Adoption.* Upon the adoption of a child, a teacher may opt to use up to 15 consecutive accrued PTL days. This entire leave must occur within 15 weeks of the date of the adoption. Sick bank days may only be utilized per Article XVIII(I).
 - h. *Death or illness of a teacher's immediate family member.* Such leave in any year may not exceed 10 days per year per immediate family member.
 - 1. Immediate family member is defined as parent, brother, sister, husband, wife, son, daughter, grandparent, or person with whom one has had an association similar to family ties.
 - 2. The Board may require a doctor's statement attesting to the illness in the immediate family of an employee who is absent for such illness for more than 5 consecutive days.
 - 3. In the event a teacher's immediate family member suffers a catastrophic or serious illness or injury, the superintendent may grant the teacher use of more than 10 paid leave days in an amount the superintendent deems appropriate.
 - i. In case of an injury caused by his/her employment, a teacher will be paid under terms of the Michigan Worker's Compensation Act. Additionally, the Board will pay the difference between the teacher's regular teaching salary and the allowance paid by Worker's Compensation with a prorated deduction from the teacher's accumulated paid leave time. For example, if Worker's Compensation pays two-thirds of the teacher's salary per day, then the remaining one-third will be paid by using one-third of a paid leave day for each day of disability under this paragraph).
- B. Jury Duty. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who is asked to testify in any arbitration or fact-finding will be paid his/her full salary for such time spent on jury duty or giving testimony less any money received from such services not including travel allowances or reimbursement of expenses. The days spent on jury duty or those spent under subpoena for any judicial or administrative duty will not be deducted from annual leave days.
- C. Association Leave. At the beginning of each school year, the Association will be provided with a total of 15 days to be used by Association officers or designated agents of the Association at the discretion of the Association. Up to 10 additional days will be available each school year for teachers that are MEA Board of Directors members.
- 1. The Association will reimburse the Board for all days used at the then current daily substitute-teacher rate.
 - 2. The Association must notify the superintendent 2 days in advance of the use of such leave.
 - 3. Unused days will not cumulate.

ARTICLE VII

UNPAID LEAVE

- A. Unpaid leave is subject to the following provisions and conditions:
1. Preparation for Child or Child Care Leave. Except for periods of physical disability as specified in Article VI(A)(7)(c-e), a request by a teacher for leave before or after birth of a child or adoption of a child or foster care will be handled under this section of the contract.
 - a. Upon receipt of a written request to the Board normally submitted at least 1 month prior to the time the leave is to begin, the Board will grant leave without pay and without payment of accumulated leave days for a period up to 12 weeks.
 - b. Leaves under this section may be granted for a period of up to 1 calendar year and may be extended at the discretion of the Board, at the request of the teacher.
 - c. Paid health insurance, identical to that received by the teacher prior to the leave, will continue for the duration of the leave up to 12 weeks inclusive.
 2. Serious Family Health Conditions. Upon written request, unpaid leaves of absence will be granted for a period of up to 12 weeks for the serious health condition of the teacher's spouse, child, or parent.
 - a. Paid health insurance, identical to that received by the teacher prior to the leave, will continue for the duration of the leave up to 12 weeks inclusive.
 - b. Whenever practicable, the teacher will provide the Board at least 30 calendar days written notice of the request for the leave. It will include the reason for the request, the expected beginning date, and the expected ending date.
 3. Sick Leave. A teacher who has exhausted his/her PTL due to the teacher's disability will be placed on an unpaid leave for the duration of the disability up to 5 years.
 - a. The Board may require a statement by qualified medical personnel selected by the teacher to substantiate the claim of disability.
 - b. At the request of the superintendent, a teacher on an unpaid leave of absence must confirm that he/she wants to continue on his/her unpaid leave of absence due to his/her disability as well as the estimated date of return to work.
 - c. In the event that the teacher is unable to communicate the above information, it is expected that the teacher's family will communicate with the school district. The Association will assist the superintendent in these situations upon the request of the superintendent.
 - d. In any case involving a claimed work-related disability, the Board maintains its statutorily granted rights to medical certification of the claimed disability by qualified medical personnel selected by the District.
 4. Family Medical Leave Act. In all respects, FMLA leaves of absence under this article will be administered and provided for in a manner consistent with the Family Medical Leave Act of 1993 and its published regulations.
 - a. When medically necessary, leave to care for a family member or for the teacher's own serious health condition may be taken on an intermittent or reduced work schedule.

- b. The district may require a medical certification to support a leave for family medical reasons which must include a statement indicating that the teacher's presence is necessary or would be beneficial for the care of the family member.
 - c. Such leaves will be unpaid, except as covered by any paid benefit. At the teacher's request, accrued but unused paid leave days will be substituted for unpaid leave as authorized in Article VI-
 - d. For purposes of determining eligibility for a leave subject to the Family Medical Leave Act, the district will utilize a rolling 12 month period whereby each time a teacher takes family and medical leave, the remaining leave entitlement will be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.
5. Military Leave. Military leave of absence will be granted to any teacher who is inducted or enlists for military duty to any branch of the armed forces of the United States. Teachers on military leave will be given the benefit of any unscheduled pay increases and sick leave allowances up to a 2 year maximum which would have been credited to them had he/she remained in active service with the school system.
6. Political Leave. The Board will grant a leave of absence without pay to any tenured teacher to campaign for, or serve in, a public office provided such leave may not exceed 2 years in length and provided further that, if the leave is for part of a school year, a suitable replacement is available.
7. Sabbatical Leave. The Board acknowledges that tenured teachers may apply for sabbatical leave according to the school code.
8. Emergency Leave. The Board may grant upon request leave of absence without pay for situations not specifically covered by contract.
9. Whenever an "Act of God" day occurs on a day that a teacher has been granted unpaid leave, that day will be forgiven, that is, not counted toward the number of unpaid leave days granted.
- B. Upon return from a leave that is less than 1 year in duration, a teacher will be returned to the position he/she held immediately prior to the leave. Upon return from a leave that is 1 year in duration or more, a teacher will be placed in his/her former position, if available, or in a position for which he/she is certified and qualified.