6/30/94

# AGREEMENT

between the

SPRING LAKE BOARD OF EDUCATION

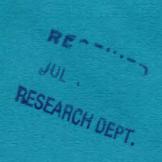
and the

SPRING LAKE EDUCATION ASSOCIATION MEA-NEA

July 1, 1991 -- June 30, 1994

LABOR AND INDUSTRIAL RELATIONS COLLECTION

Michigan State University



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

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#### 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 personal contract, on leave according to the terms of this Agreement, or on a part-time basis, employed or to 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:
  - 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.
  - 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.
  - 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 or applicable Civil Service Laws and regulations.
- 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.

### 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:
  - 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, applies 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.
  - 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. <u>DEFINITIONS</u>

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

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.

## 3. FILLING VACANCIES

Vacancies will not be filled less than seven days from date of mailing. In filling vacancies, the Board agrees to give due consideration to the professional background, qualifications, 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. 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. <u>SECONDARY ASSIGNMENT AND SCHEDULES</u>

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 study hall or assigned duty. "Schedule" shall mean any assignment with the addition of the period of the school day for each assigned class, study hall or assigned duty.

## ARTICLE VI

### PAID LEAVE

- A. Every teacher shall be granted fifteen (15) days paid leave annually. The unexpended balance each year shall be cumulative up to, and including, one hundred eighty (180) 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 shall be granted any part of his/her accumulated leave time. It is understood that 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 shall be paid under terms of the Michigan Worker's Compensation Act and shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular teaching salary for a period not to exceed one hundred eighty (180) work days.

2. <u>Death or Critical Illness in the Family</u>. Leave for death or critical illness in any one (1) year with pay shall not exceed five (5) days per year per individual member of the immediate family. Immediate family is defined as parent, brother, sister, husband, wife, son, daughter, or person with whom one has had association similar to family ties.

Critical illness is defined as surgical operation, child birth with complications, a life threatening illness or injury, or contagious disease. The Board may require a doctor's statement attesting to the critical illness in the immediate family of an employee who is absent for such reason.

3. 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.

- 4. <u>Jury Duty.</u> 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.
- 5. Association Leave. At the beginning of each shoool 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.

#### ARTICLE VII

## UNPAID LEAVE

- A. The Board shall grant unpaid leave time to teachers for certain specified reasons. This leave is subject to suitable notice by the teacher both before the leave and before the expected return. The Board may require a statement by qualified medical personnel indicating a teacher returning from leave is in mental and physical condition to carry out his/her professional services. Teachers do not acquire length of service benefits during these leaves except as specified.
- B. Unpaid leave will be granted 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, Section B-1, any requests by teachers for leave before or after birth of a child or adoption of a child shall be handled under this section of the contract.

Upon receipt of a written request to the Board normally submitted at least one month prior to the time the leave is to begin, the Board will grant leave without pay and without payment of accumulated leave days.

Leaves under this section may be granted for a period of up to one calendar year and may be extended at the discretion of the Board at the request of the teacher.

The teacher shall be required to return at the beginning of the semester following expiration of the leave. Exceptions to the terms and conditions of this policy, upon request, may be granted by the Board at its discretion.

- 2. <u>Military Leave</u>. 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.
- 3. Political Leave. The Board shall grant a leave of absence without pay to any 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.
- 4. <u>Sabbatical Leave</u>. The Board acknowledges that teachers may apply for sabbatical leave according to the school code.
- 5. <u>Emergency Leave</u>. The Board may grant upon request leave of absence without pay for situations not specifically covered by contract.
- 6. Sick Leave. A teacher who has exhausted his/her paid sick leave shall upon request be placed on an unpaid sick leave for the duration of the disability or their contract year whichever comes first. An extension of the leave shall be granted upon request of the individual teacher. A request for an extension of leave must be submitted to the superintendent of schools at least thirty (30) calendar days before the start of the following school year. The Board may require a statement by qualified medical personnel selected by the teacher to substantiate the claim of disability.
- C. Upon return from a leave, 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. A teacher shall not be assigned care of emotionally disturbed children in a normal classroom except for short periods of time, not to exceed one month and only under unusual circumstances. The building administrator shall diligently pursue all legal means available for obtaining a prompt evaluation, diagnosis and/or IEPC for the child.
- 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.

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.

## 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 established policy or 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.

## 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

In the event the grievance is not resolved satisfactorily at Step Three, 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. The arbitrator so selected shall confer with representatives of the Board and the P.R.&R. Committee and hold hearings promptly and shall issue a decision not later than twenty (20) regularly scheduled working days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her.

Neither party shall be permitted to assert in such arbitration proceeding 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 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.

#### 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 to be 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.
- 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 Group of eight members shall be established, with four members appointed by the president of the Association and three 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 Group will be held in September. The duties of this group shall be as follows:
- 1. To select the membership of all committees, permanent, or <u>AD HOC</u> 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.

## ARTICLE XII

#### TEACHER EVALUATION

- A. Tenure and probationary teachers shall be evaluated by the building principals each year. 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 three (3) times a year while tenure teachers will be observed once a year. A conference between the teacher and the evaluator shall be scheduled within two (2) weeks after 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 the 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 result in a written evaluation recorded on the evaluation form.
- G. At least sixty (60) calendar days before the end of the school fiscal year the building principal will meet with and provide each teacher and probationary teacher with 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. Tenure or 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.

# SPRING LAKE PUBLIC SCHOOLS

## SPRING LAKE, MICHIGAN

## TEACHER EVALUATION FORM

Probationary teachers will be observed three (3) times a year while remute reached will be

This materies will exemile specific recommendations for the correction of any problem of first transfer of the teacher shall not necessarily indicate egreeness with the

conference between the tencher and the evaluator that be

Teacher	Grade or Specialty Area
School	normal normalists negligible and the Date of malestando due to continue to
	myd nausdleys
Tunio mino s	At Jewe view ((ii) releases days before the emt of the school using year the building
metricus in	
	OR TEACHER APPRAISAL
. Purp	recommendation for continuation or hon-rendwal of the probationary rear 3200
A.	To improve instruction
	1. By principal's appraisal of teacher
1	2. By teacher-principal conference
	To provide the administrative office with a ready, permanent, complete record of the

# II. <u>Disposition of Appraisal Sheets</u>

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

teacher's performance.

## III. Rating Key

S - Satisfactory
NA - Not applicable
U - Unsatisfactory

# I. PERSONAL QUALITIES

A.	Wari	mth and acceptance	RATING
	1.	Self-control; able to cope with the unexpected	
	2.	Sense of humor	
	3.	Friendliness, genuine interest in others	
	4.	Genuine respect for worth and dignity of the individual child	
	5.	Reliability	
	6.	Punctuality	
B.	Instr	ructional performance	
	1.	Follows curriculum recommendations, minimal standards, and courses of study. Has knowledge of scope and sequence of grade and subject taught	
	2.	Shows evidence of planning; long range, immediate lesson plan, teacher-pupil planning, provisions for substitute teacher	
	3.	Makes clear, worthwhile and appropriate assignments	
	4.	Establishes and maintains rapport with children endeavors to find and eliminate causes of undesirable behavior	
	5.	Encourages and develops independent study habits	
	6.	Provides for individual learning differences and needs	
	7.	Endeavors to expose pupils to a variety of materials and experiences	
	8.	Demonstrates an interest in teaching	
	9.	Encourages pupil's eagerness to learn and accept responsibility	
	10.	Is judicious, fair and consistent	

A.	Teac	her/Administration	
	1.	Shows professional growth. Continues participation in grade level and building meetings	
	2.	Cooperates in carrying out administrative policies and procedures	
	3.	Routine matters are done conscientiously and efficiently: attendance, reports, bulletins, announcements, lunch procedures	
		Substitutes and the substitute of the substitute	
	4.	Responds appropriately to suggestions for improvement	10 1
	5.	Consults administration when appropriate	male is
В.	Teac	cher/Staff	
	1.	Is cooperative	
	2.	Demonstrates tact	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	3.	Respects opinions and teaching methods of other staff	
	4.	Accepts group decisions and abides by them	4 1
	5.	Shares ideas and materials with other staff	
	6.	Uses discretion and consideration in speaking of his/her colleagues	
C.	Teac	cher/Parent	
	1.	Is cooperative	
	2.	Demonstrates tact	T. T.
LEAT	RNING	G ENVIRONMENT	
A.	App	earance of classroom	
	1.	Utilizes available bulletin boards/display areas	
	2	Maintains appropriately clean and orderly	

classroom

# SUMMARY

arbitrat	tion hearings, etc., is considered.	
(Check	as appropriate)	
	Satisfactory	
	Recommended for Tenure (if indicated)	
,	Unsatisfactory	
Signed	(Principal or designated administrator)	
Date		
	I agree with this evaluation.	
	I do not agree with this evaluation.	
	I will write a statement to be attached to this evaluation.	
Signed	(Teacher)	
Date		

On the basis of this evaluation, this teacher's performance for the purpose of the Tenure Act,

# RECOMMENDATIONS & SUMMARY:

eacher's Signature	Date
rincipal	Date
	Smither)
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	(Stringingua et short)

## ARTICLE XIII

#### CONDITIONS OF SERVICES

## A. Teaching Hours

1. Teachers will report fifteen (15) minutes before the student day begins and not leave earlier than fifteen (15) 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 (grades K-6) student day shall be the hours of 9:00 a.m. through 3:15 p.m. inclusive. (In the event that elementary media is reinstated to that in existence during the 1987-88 school year, the elementary student day shall be the hours of 9:00 a.m. thru 3:20 p.m. inclusive.)

The secondary (grades 7-12) student day shall be the hours of 8:00 a.m. through 2:25 p.m. inclusive, consisting of six fifty-five minute periods, a thirty minute lunch period plus one five minute passing period and five minutes for student passing time between periods.

- All teachers shall be entitled to a duty-free lunch period of no less than 30 continuous minutes. If there is an exception to this policy it will be mutually agreed to between teacher and building principal.
- 3. Elementary teachers will be provided two fifteen-minute relief periods each day unless the morning recess is temporarily eliminated. The building principal will only take this action after obtaining support from a majority of the teachers involved.
- 4. Unless circumstances make their presence necessary, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

# B. <u>Assignments</u>

- 1. Teaching assignments in the secondary (7-12) schools are as follows:
  - a. Basic teaching schedules for secondary teachers consist of five classes and a planning period; or four classes, a planning period, and either a study hall or an assigned duty.

Teachers of writing classes (i.e., communication through composition, college writing) will be provided with two (2) preparation periods so that their basic teaching schedule shall consist of four (4) classes and two (2) preparation periods. All other English teachers' schedules shall consist of five (5) classes and one (1) preparation period.

- b. Secondary teachers shall not have more than three consecutive class periods and a study hall except with the teacher's consent.
- c. Secondary teachers shall not be required to teach more than two subject areas (Math, English, P.E., Science, Music, Languages, etc.) nor more than a total of three teaching preparations at any one time. In the subject areas of Home Economics, Industrial Arts, Business Education, Physical Education, and Music four preparations may be required. Two preparations mean two 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.
- d. The Board will grant extra pay to teachers who are selected by the Board to perform junior high and senior high 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 year or less.
- 2. Teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor field of study, except that a teacher showing competency in a field other than his/her major or minor may, by mutual agreement with the administration, teach this subject in the junior high 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

- 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 workdays may be scheduled for curriculum, grade level, or other
   special committee meetings by building principals.
- 2. 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.

## D. Pupil-Teacher 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 No individual class shall exceed thirty (30) pupils
- 2. Secondary No individual class shall exceed thirty (30) pupils, except in English classes where twenty-five (25) or less will be the rule. Band and vocal music classes shall be exempt from the above limits. No individual P.E. class shall exceed thirty-five (35).
- 3. The number of mainstreamed students put into a regular education classroom shall be considered when class size is established.
- 4. Violations of the above class size maximums after the 4th Friday of student attendance shall result in the following compensation to the teacher:
  - a. Elementary An amount equal to ten dollars (\$10.00) per student in excess of the above maximum class size per student attendance day.
  - b. Secondary An amount equal to two dollars (\$2.00) per student in excess of the above maximum class size per student attendance day.
- 5. Class size limits may be waived in an individual class by mutual written agreement between the individual teacher and the building administrator; provided that no waiver shall serve as a precedent in any way.

## E. <u>Unassigned Periods</u>

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. Secondary Records Days

At least one day in secondary shall be provided at the end of each semester for the completion of teacher records when pupils shall be excused from attendance. This record day may be divided into two half-day sessions with the agreement of the Association.

## 2. Elementary Records Days

At least one day in the elementary shall be provided at the end of the first semester for the completion of teacher records when pupils shall be excused from attendance.

At the end of the second semester, at least two days for DK and K grades, and one and one-half (1 1/2) days for other elementary grades shall be provided for the completion of teacher records when pupils shall be excused from attendance. These record days may be divided into half-day sessions with the agreement of the Association.

## 3. Elementary Conferences

Elementary school will be in session half-days for one full week in the fall and one full week in the spring to allow time for parent-teacher conferences. Kindergarten will have one full week in the spring and one full week in the fall for conferences. Substitute teachers will be hired so that kindergarten children will miss only the same amount of time as the other elementary children. At least one half-day but no more than two (2) half-days in each conference week will take the form of an evening session. For each day there is an evening conference, teachers shall be dismissed from work for the half-day.

## 4. Secondary Conferences

The junior and senior high shall be in session for two half-days in the fall and spring to allow time for conferences. The dates shall be the same for the junior high and the senior high. One (1) half-day shall be an afternoon session and one (1) half-day will take the form of an evening session. Teachers shall be dismissed from work for the half-day on the day of the evening meeting.

## 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 junior-senior high school, department heads will be appointed by the Senior High School Principal for a period of one (1) year, commencing at the beginning of the second semester and continuing until the end of the first semester of the following year. The Senior High School Principal shall schedule meetings with the department heads at such times as he/she deems necessary.

 In-service 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.

## J. Seven Period Day

- 1. During the 1st semester of the 1991-92 school year a vote will be taken of all secondary teachers to determine their interest in a 7 period teaching day.
- 2. Provided a majority of the secondary teachers show an interest, joint teacher-administrator committees will develop plans for implementation of the 7 period day. Such plans will be presented to the Board and teacher bargaining teams by April 1, 1992.
- 3. The bargaining teams will meet thereafter to negotiate the implementation of the 7 period day for the 1992-93 school year.

## ARTICLE XIV

#### INSURANCE PROTECTION

Pursuant to the authority of the School Code of 1976, the Board agrees to furnish all teachers the following insurance protection:

1. The Board shall provide, without cost to full-time teachers, MESSA Super Med II BC/BS protection for a full 12-month period for the employee and his/her entire family and any other eligible dependents, including sponsored dependents, as defined by MESSA. Limited Medicare Supplement and Medicare Part B premiums shall be paid on behalf of the employee, spouse, and/or dependents eligible for Medicare, including sponsored dependent.

For part-time teachers who elect such coverage, the Board shall pay a fraction of the premium equal to the part-time teacher's fractional contracted status, (e.g., the Board would pay 3/5ths of the premium for a 3/5ths - time teacher). The balance of such premiums shall be paid by the part-time teacher by payroll deduction; provided, however, that any teacher who is or becomes part-time during the life of this contract (through the 1988-91 school years) shall be 'grandfathered' (without premium proration) so long as they remain part-time. This 'grandfathering' provision does not apply to new hires.

- 2. Employees not wishing health care protection may apply the equivalent of an individual's Super Med II premium toward the Variable Option package through MESSA, or as an alternate to the 'variable option package', a fifty dollar (\$50.00) per month annuity.
- 3. The Board shall provide without cost to the employee dental care protection for a full 12-month period for the employee and his/her entire family and their eligible dependents as defined by MESSA/Dental through the MESSA/Delta Dental Plan E and orthodontic rider 007. Benefits include internal and external coordination.

- 4. The Board shall provide without cost to the employee MESSA Term Life Insurance protection in the amount of \$35,000. This policy shall include accidental death, dismemberment benefits and waiver of premiums.
- 5. 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 September).
- 6. The Board shall make payment of insurance premiums for each employee to assure insurance coverage for the full 12-month period commencing October 1 and ending September 30 when necessary premiums in 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.
- 7. 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.
- 8. 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.
- The Board shall provide to the employee the MESSA Vision Care Plan VSP-2
  including internal and external coordination of benefits for all teachers and
  their eligible dependents.
- 10. The Board shall provide without cost to the teacher MESSA Plan I Long Term Disability Insurance for all teachers. Benefits shall begin after termination of the teacher's paid sick leave or 180 calendar days, whichever is greater. Benefits shall be paid at a rate of 66 2/3% (two-thirds) of the teacher's salary.

#### 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 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 teachers are either full-time or half-time. Secondary teachers' proportions of full-time shall be determined as follows:

Teachers of Writin	ng Classes	All Other Secondary Teac	hers	
No. of Assigned Classes, Study Halls, Assigned	Proportion of Full-Time Annual	No. of Assigned Classes, Study Halls, Assigned	Proportion of Full-time Annual	C.L.
Duties	Salary	Duties		Salar
		Alexander Man	WHEEL STATE	
1	1/4th	The second of the second of the second of	1/5th	
2	2/4ths	2	2/5ths	
3	3/4ths	3	3/5ths	
4	4/4ths	The street of th	4/5ths	
	(full-time)	(1) Shiffun This !	1. 37 Le 120	
The author was a second	manual value blan	Section of Section 1	5/5ths	
		THE RESERVE OF THE RESERVE OF THE PARTY OF T	(full-time)	

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

Part-time teachers shall be advanced on the salary schedule one year for each two years of employment in the system.

- H. Any full-time teacher employed by the Board for more than one hundred twenty-five (125) school days and who is granted leave under provisions of Article VII shall be advanced to the next succeeding step on the Teachers' Salary Schedule.
- I. Advancement on the salary schedule will be made on a pro-rated basis when the respective degree or hours have been earned from an accredited institution.
  - 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.
- 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 of three ways:
  - 1. Twenty-six pays over a 12-month period.
  - 2. Salary pro-rated on twenty-six pays with the balance due on the twenty-first paycheck.
  - 3. Salary pro-rated on twenty 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.

#### 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 separate rosters of employees in the bargaining unit, one roster to list bargaining unit employees in the Elementary Division (K-6) and another roster to list bargaining unit employees in the Secondary Division (7-12). The roster for each division 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.

In the event of reductions of positions, teachers may exercise rights under this article only within their division. "Specialists" (art, music, PE and special education) shall be able to bump between divisions for positions they are certified and qualified to teach. Within each division the procedure set forth below will apply.

The Board may transfer teachers between divisions to positions for which the teacher is certified and qualified provided that such move does not displace a teacher who has more seniority.

2. Probationary teachers in the specific positions within a division 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 within a division, 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.
- 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. <u>Certification</u>: Possessing a certificate appropriate to the teaching level.
- b. <u>Qualifications</u>: Possessing a major or a minor appropriate to the teaching assignment, as well as a sufficient number of credit hours in that academic area to meet accrediting agency standards.
- c. <u>Seniority</u>: 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. A seniority list of all employees in the bargaining unit has been prepared and reviewed by the parties to this agreement. It is agreed between the Association and the Board of Education that the agreed list establishes the seniority date for all part-time and full-time employees in the bargaining unit hired on or before December 31, 1975.
- 2. New hirees in bargaining unit positions on or after January 1, 1976, shall be placed on the seniority list as of their date of hire.
- 3. All persons placed on the seniority list shall continue on the list until such time as they may resign. After January 1, 1976, 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.
- 4. Those part-time employees who work less than 1/2 day (i.e. secondary teachers of writing classes assigned to only one (1) class with no assigned study halls or other duty, and other secondary teachers assigned to less than three (3) periods of classes plus study halls plus other assigned duty) will receive 1/2 year seniority. All other part-time teachers shall receive one full year of seniority.
- 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 at his/her division 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 30 days of 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 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. Credit Union, Banks, and Annuity

At the beginning of each shool year teachers may sign and deliver to the Board a statement authorizing Ottawa County School Employees Credit Union, banks, and annuity deductions from the teacher's salary. Such deductions shall be made from two pay periods each month with the amount deducted determined by the individual teacher. The school district shall make all payments of annuity funds directly to the respective annuity company who has the teacher's contract.

## B. Professional Development and Educational Improvement

In order to encourage additional training and professional growth of the members of the professional staff, the Board will pay up to \$205 for any one teacher for any one year for the actual cost of tuition, text, and course supplies. 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:

- The appropriate degree and certificate for the teaching assignment have already been earned.
- 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 the \$205 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 can not be obtained. 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. In any event, the student teacher will not be used as a substitute for more than two (2) consecutive hours.

### 1) Tuperculosis Examination

It is the teacher's obligation to show evidence of freedom from communicable tube culosis, and he/she shall file with the superintendent's office such evidence within fourteen (14) days after the first day of a regular school session and every three (3) years thereafter

## Resignation of Teacher

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

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

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

#### Retirement

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

#### G. 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.

### H. 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 by teacher certification and will be paid the rate of a substitute teacher.

## I. School Calendar/'Act of God' Days

- 1. 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.
- 2. The Board shall establish a single/bargaining unit-wide paid sick leave bank, to be funded at the rate of forty (40) paid sick leave days per 'Act of God' day; provided, however, that said paid sick leave bank shall not at any time be funded in excess of two hundred (200) days.

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. 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.

This paid sick leave bank shall be administered by the SLEA without recourse (by the SLEA or teacher) against the School District.

In the event a 'make-up day' is not scheduled as provided above, the Board shall have no obligation to fund said bank as provided above.

# J. <u>Economic Agreement School Year 1991-92, 1992-93, 1993-94</u>

The Spring Lake Education Association and the Spring Lake Board of Education, hereby agree to the following economic compensations for a new contract covering the school years 1991-92, 1992-93, 1993-94.

### **Base Salary**

The base for 1991-92 will be \$25,016. The base for 1992-93 will be \$26,517. The base for 1993-94 will be \$28,108.

- K. 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 reason of action taken or not taken by the Employer as a result of the elimination of the bargaining unit seniority previously credited to R. Susterich and T. Hickman subject, however, to the following:
  - 1. The damages have not resulted from negligence of the Board or its agents.
  - 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 or the
    damages which may be assessed against the Board by any court or tribunal.
  - 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 against the Board.

## ARTICLE XIX

#### EARLY RETIREMENT

- A. The early retirement provision found in Article XIX, sections A and B of the 1988-91 Agreement will remain in effect for those employees having retired prior to June 1, 1991.
- B. The following early retirement provisions will be in effect beginning July 1, 1991. Teachers electing retirement at or after the end of the 1990-91 school year shall receive the following benefits.

#### C. Benefits

1. Retirees shall receive an initial payment of \$15,000 and annual payments thereafter of \$7,000.

2. The initial payment shall be made to the teacher within thirty (30) calendar days after his/her last work day. The annual payments shall be made each year thereafter in two payments: \$3,500 paid within 30 calendar days after the anniversary date of his/her initial payment and \$3,500 paid six months later.

Upon termination of these benefits by one of the conditions in E, 2 below, the final benefit amount shall be prorated comparing the number of days between the teachers anniversary date of last work day and the date of benefit termination to 365 days.

3. The Board of Education will also reimburse retirees up to \$50.00 per month for health insurance. Reimbursement will be made bi-annually and only during February and August provided that written paid receipt of such premiums is delivered to the Business Office of the Spring Lake Schools on or before February 15 and August 15 respectively.

# D. Requirements

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

- 1. Be eligible to retire under the provisions of the Michigan Public School Employees' Retirement System.
- 2. Have the equivalent of at least fifteen (15) years employment in Spring Lake Public Schools as defined by the Michigan Public School Employee's 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. Must provide written notice of retirement; (1) by May 15, 1991 for retirement during the summer of 1991, (2) by November 15 for retirement at the end of the first (1st) semester or (3) by April 15 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.

## E. Limitations and Restrictions

- 1. No subsequent contract negotiations shall alter benefits awarded retirees under this plan nor shall such benefits be subject to negotiations.
- 2. These benefits shall terminate the day the teacher attains the age of sixty-five (65) years, accepts unemployment compensation attributable to the Spring Lake Public Schools or dies, whichever occurs first.

- 3. No teacher shall be eligible to receive early retirement benefits for a period longer than ten (10) years (i.e., not including the initial payment, no more than eighteen (18) semi-annual payments under Sect. C,2, above) regardless of his/her age at retirement.
- 4. The maximum lifetime benefit that any teacher may receive is \$78,000.00, plus a maximum of \$6,000 for health insurance premium reimbursements under C, 3 above.
- 5. Benefits shall be reduced by the amount of worker's compensation paid to the retiree, directly or indirectly, by the Board.

## 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

## **DURATION OF AGREEMENT**

This entire Agreement shall be effective as of the 1st day of July, 1991, and shall continue until the 30th day of June, 1994.

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

**BOARD OF EDUCATION** 

**EDUCATION ASSOCIATION** 

President

Chief Negotiator

Superintendent of Schools

APPENDIX A

SPRING LAKE PUBLIC SCHOOLS

1991 - 92 SALARY SCHEDULE

STEP	196 1	BA ·	BA	+ 18		MA	MA	+ 15	MA	+ 30
1	1.00	25,016	1.03	25,766	1.06	26,517	1.09	27,267	1.12	28,018
2	1.05	26,267	1.08	27,017	1.11	27,768	1.14	28,518	1.17	29,269
3	1.10	27,518	1.13	28,268	1.16	29,019	1.19	29,769	1.22	30,520
4	1.15	28,768	1.18	29,519	1.25	31,270	1.28	32,020	1.31	32,771
5	1.20	30,019	1.23	30,770	1.30	32,521	1.33	33,271	1.36	34,022
6	1.25	31,270	1.28	32,020	1.38	34,522	1.41	35.273	1.44	36,023
7	1.30	32,521	1.33	33,271	1.43	35,773	1.46	36,523	1.49	37,274
8	1.36	34,022	1.39	34,772	1.49	37,274	1.52	38,024	1.55	38,775
9	1.42	35,523	1.45	36,273	1.56	39,025	1.59	39,775	1.62	40,526
10	1.48	37,024	1.51	37,774	1.62	40,526	1.65	41,276	1.68	42,027
11	1.54	38,525	1.57	39,275	1.69	42,277	1.72	43,028	1.76	44,028
12	1.60	40,026	1.63	40,776	1.76	44.028	1.80	45.029	1.85	46,280
15	1.66	41,527	1.69	42,277	1.82	45,529	1.86	46,530	1.91	47,781

APPENDIX A

SPRING LAKE PUBLIC SCHOOLS

1992 - 93 SALARY SCHEDULE

STEP	ALL I	BA I	BA -	+ 18		MA	MA	+ 15	MA	+ 30
1000	1.00	26,517	1.03	27,313	1.06	28,108	1.09	28,904	1.12	29,699
2	1.05	27,843	1.08	28,638	1.11	29,434	1.14	30,229	1.17	31,025
3	1.10	29,169	1.13	29,964	1.16	30,760	1.19	31,555	1.22	32,351
4	1.15	30,495	1.18	31,290	1.25	33,146	1.28	33,942	1.31	34,737
5	1.20	31,820	1.23	32,616	1.30	34,472	1.33	35,268	1.36	36,063
6	1.25	33,146	1.28	33,942	1.38	36,593	1.41	37,389	1.44	38,184
7	1.30	34,472	1.33	35,268	1.43	37,919	1.46	38,715	1.49	39,510
8	1.36	36,063	1.39	36,859	1.49	39,510	1.52	40,306	1.55	41,101
9	1.42	37,654	1.45	38,450	1.56	41,367	1.59	42,162	1.62	42,958
10	1.48	39,245	1.51	40,041	1.62	42,958	1.65	43,753	1.68	44,549
11	1.54	40,836	1.57	41,632	1.69	44,814	1.72	45,609	1.76	46,670
12	1.60	42,427	1.63	43,223	1.76	46,670	1.80	47,731	1.85	49,056
15	1.66	44,018	1.69	44,814	1.82	48,261	1.86	49,322	1.91	50,647

APPENDIX A

SPRING LAKE PUBLIC SCHOOLS

1993 - 94 SALARY SCHEDULE

STEP		<u>BA</u>	BA	+ 18	J	<u>MA</u>	MA	+ 15	MA	+ 30
1	1.00	28,108	1.03	28,951	1.06	29,794	1.09	30,638	1.12	31,481
2	1.05	29,513	1.08	30,357	1.11	31,200	1.14	32,043	1.17	32,886
3	1.10	30,919	1.13	31,762	1.16	32,605	1.19	33,449	1.22	34,292
4	1.15	32,324	1.18	33,167	1.25	35,135	1.28	35,978	1.31	36,821
5	1.20	33,730	1.23	34,573	1.30	36,540	1.33	37,384	1.36	38,227
6	1.25	35,135	1.28	35,978	1.38	38,789	1.41	39,632	1.44	40,476
7	1.30	36,540	1.33	37,384	1.43	40,194	1.46	41,038	1.49	41,881
8	1.36	38,227	1.39	39,070	1.49	41,881	1.52	42,724	1.55	43,567
9	1.42	39,913	1.45	40,757	1.56	43,848	1.59	44,692	1.62	45,535
10	1.48	41,600	1.51	42,443	1.62	45,535	1.65	46,378	1.68	47,221
11	1.54	43,286	1.57	44,130	1.69	47,503	1.72	48,346	1.76	49,470
12	1.60	44,973	1.63	45,816	1.76	49,470	1.80	50,594	1.85	52,000
15	1.66	46,659	1.69	47,503	1.82	51,157	1.86	52,281	1.91	53,686

#### 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 year non-tenure appointments.

# ATHLETICS (Boys)

Football		Head Varsity			16.0%
		Assistant Varsity (2)	4		10.0%
		Head Junior Varsity	120.62		9.5%
		Assistant Junior Varsity			9.0%
		Head 9th Grade		307	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%
	STUDE	7th Grade			6.0%
Swimming		Head Varsity			13.0%
Swiiiiiiiig		Assistant Varsity			8.0%
		Jr. High Co-ed			6.0%
		Jr. High co-cd			0.0 /
Golf		Head Varsity			10.0%
Wrestling		Head Varsity		15.13	13.0%
		Assistant Varsity			8.0%
		Jr. High		1007	6.0%
Track		Head Track		WHI.	14.0%
		Assistant Track (3)			6.0%
		Jr. High Co-ed			6.0%
		Assistant Jr. High			5.5%
Cross Count	rv	Head Varsity			10.0%
		Assistant Varsity			6.0%
Baseball		Hood Vossitu			10.0%
Dascoall		Head Varsity Junior Varsity			6.0%
		Juliot Varsity			0.0%
Tennis		Head Varsity			10.0%
Soccer	196 1940	Head Varsity			14.0%
THE REAL PROPERTY.	THE PERSON	Junior Varsity			6.0%
THE RESERVE					

# ATHLETICS (Girls)

Golf	Head Varsity	10.0%
Basketball	Head Varsity	14.0%
	Junior Varsity	8.0%
	8th Grade	6.5%
	7th Grade	6.0%
Tennis	Head Varsity	10.0%
Softball	Head Varsity	10.0%
	Junior Varsity	6.0%
Swimming	Head Varsity	12.0%
Volleyball	Head Varsity	13.0%
SAMPLE OF JUST OF	Junior Varsity	8.0%
	Jr. High	6.0%
Cheerleading	Fall - Head	5.5%
and the second second	Junior Varsity	4.0%
	9th Grade	4.0%
	Winter - Head	5.5%
	Junior Varsity	4.0%
	9th Grade	4.0%
	Junior High	3.0%
critic con mo	The same are	
	MUSIC PROGRAM	
H.S., Elem. Band/School	& Community Service	12.0%
Marching Band (2)		2.5%
Band Camp (2)		2.5%
Color Guard - Marching	Band (1)	2.5%
Instrumental Music/exter		6.0%
J.H., Elem. Band/School		12.0%
Elementary Choral		4.0%
Junior-Senior High Chor	al	6.0%
	DRIVER TRAINING	
1st - 4th years		1/1225
5th year and over		1/1175

# **ACTIVITIES**

	6.0%
	2.0%
	3.5%
Marian Maria	3.5%
	3.0%
	6.0%
	2.5%
	2.5%
	2.5%
	2.5%
	2.5%
	2.5%
	3.0%
	3.0%
CHAIR COMPANY	3.0%
	\$500 per sport
	\$300 per semester
	\$300 per semester
NAME OF THE PARTY	

# **DEPARTMENT CHAIRPERSONS**

Number of Teachers	Department	Compensation
9	English (Language)	\$900
6	Social Studies	750
6	Mathematics	750
6	Science	750
5	Fine Arts (Art & Music)	750
7 570.8	Applied Arts (Business, Home Ec., Industrial Arts)	750
6	Health, P.E., Special Ed.	750
CONTRACTOR OF THE STREET, STRE	Guidance	As per extended work contract
	Media	As per extended work contract

by the building principal(s) and interested staff members. Rates of compensation will

be mutually agreed to)

# APPENDIX C

# 1991 - 92 SCHOOL CALENDAR SPRING LAKE PUBLIC SCHOOLS

Students	Teachers			SEP	TEM	BER	1991				FEI	BRUA	RY	1992		Students	<b>Teachers</b>
pludents	Teachers	S	M	T	W	Т	F	S	S	M	T	W	T	F	S		
		1		(3)	4	5	6	7						- 1			
AL AL		8	29	100	11	12	13	14	2	3	4	5	6	7	8		
20	20	15	16	(3) (10) 17	18	19	20	21	9	(10)	11	12	13	14	15	20	20
20	20	22	23	24	25	26	27	28	16	17	18	19	20	21	22		
1.		22 29	30	-					23	24	25	26	27	28	29		
				oc	TORI	ER 19	91				N	MARC	H 19	92			
		S	M	T	W	T	F	S	S	M	T	W	T	F	S		
			141	1	2	3	4	5	1	2	3	4	5	6	7		
22		6	7	8	9	10		12	8	9	10	(11.	12	(13)	14		
23	23	13	(14)		16	17	118	19	15	16 23	17	18	19	20)	21	22	22
۵	~	20	14)	15 22	23	24	25	26	22	23	24	25	26	27	28		
		27	28	29	30	311			29	30	31						
				NO	VEM	BER	1991				A	APRIL	1992	2			
		S	M	T	W		F	S	S	M	T	W	T	F	S		
							1	2			To all	1	2	3	4		
19	19	3	(4	(5	6	7	8)	9	5	(6	7	8	9	10)	11	17	17
	-	10	11	12	13	14		16	12	13	14	15	16	17	18		
The least the		17	18	19	20	21	15	23	19	20	21	22	23	24	25		
		24	25	26	27	28	29	30	26	27	28	29	30				
				DE	CEM	BER	1991				1	MAY	1992				
2		S	M	T	W	T	F	S	S	M	T	W	T	F	S		
		1	2	3	4	5	6	7						1	2		
		8	9	10	11	12	13	14	3	4	5	6	. 7	8	9		
15	15	15	16	17	18	19	20	21	10	11	12	13	14	15	16	20	20
13	13	22	(23	24	25	26	27	28)	17	18	19	20	21	22	23		
		(29	30	31)		-			24	23	26	27	28	29	30		
									31								19
				TAT	NI IA	RY 1	992					JUNE	1992				
314.75		S	М		W		F	S	S	M	-	W	T	F	S		
		3	IAI		(1	2	3)	4		1	2	3	4	3	6		
Control of the last of the las		. 5	6	7	8	9	10	11	7		9	10	11	12	13		
19	20	12	13	14	15	16	17	18	14	<b>8</b> 15	16	17	18	19	20	. 5	6
19	20	19	20	21	22	23	6	25	21	22	23	24	25	26	27		
TO MAKE THE		26	2	28	29	30	24)		28	29	30					180	182
0 0	Labor Dou									Fel	b. 10		1/2	day	In-service	e (no students p.m.)	1
Sep. 2	Labor Day Students (p.m						- 11				ar. 6					eek period	
Sep. 3	Jr. Sr. High C	men l	House	(eve	ning)						ar. 11					ferences (2 evenings)	30/10/
Sep. 10	Last half-day			(010	5)						ar. 13					students p.m.)	
Sep. 30	End of 1st 6			d							ar. 16					ferences (2 evenings)	
Oct. 11 Oct. 14	1/2 day In-se				s p.m	.)					ar. 27					ek period	
	End of 1st 9				P.II	,					r. 6-				acation		
Nov. 1 Nov. 4-8	Elementary C				ening	(s)					r. 24					eek period	
Nov. 5-7	Jr. Sr. High (						aftern	oon)			ay 25				al Day		
Nov. 8	Jr. Sr. High (					, -		,			ne 5					ords (no students)	
Nov. 22	End of 2nd 6										ne 7			aduat		Market St.	
	Thanksgiving				-1/	2 day					ne 8					ords (students a.m.)	
Nov. 27-29	-			11/21	1/	day	1 1									rds, End of 2nd seme	ester
Dec. 23-Jan. 3	Christmas V End of 1st se			eiv m	reel-	nerio	1 2nd	9 wee	k neriod						1000	High to the same of the same o	
Jan. 24					CK	01100	, ziid	, woo.	r beried								
Ton 27	Records Day		tuden														
Jan. 27	Arena Sched	umg															

# APPENDIX C

## 1992 - 93 SCHOOL CALENDAR SPRING LAKE PUBLIC SCHOOLS

Students	Teachers			100	TEM W		1992 F	c	S	М	FEI	BRUA	RY	1993 F	s	Students	Teachers
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17	17	13	21	13	23	24	25	26	21	15 22	23	24	25	26	27	20	20
		20 27	21 28	22 29	30	24	ພ	20	28	4	۵	-	٣	20	2,		
				oc	тові	ER 19	992				N	MARC	CH 19	93			
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		25	26	27	28	29	30	31	28	29	30	31					
,				NO	VEM					274		APRII		_			
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		29	30						25	26	27	28	29	30			
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		31														180	182
Sep. 7	Labor Day										. 8					e (no students p.r	
Sep. 8	Students (p.1										r. 10-					ferences (2 evening	igs)
Sep. 15*	Jr. Sr. High			(eve	ning)					Ma	r. 12					eek period	
Oct. 2	Last half-day															students p.m.)	
Oct. 12	1/2 day In-se	ervice (	no st	udent	s p.m.	.)					r. 15-	19				erences (2 evenin	gs)
Oct. 16	End of 1st 6										r. 2					ek period	
Nov. 6	End of 1st 9										r. 5-9	9	-		acation	The same	
Nov. 9-13	Elementary									and the same of	r. 23					eek period	
Nov. 10-12	Jr. Sr. High					s, 1 a	fterno	on)			y 31				l Day	A HOST THE TY	
Nov. 13	Jr. Sr. High				)					- 40	e 10					ords (no students)	
Nov. 25	End of 2nd					- 3				Jun	e 11					ords (students a.m	
Nov. 25-27	Thanksgiving			11/25	- 1/2	day)										ds, End of 2nd se	emester
Dec. 23-Jan 4					1					Jun	e 13		Gra	aduati	on		STUES NO
Jan. 29	End of 1st s																
	2nd 9 week		Rec	ord d	ay (no	stud	lents)								Ung only	Ter Stille Day	
Feb. 1	Arena Sched	luling								* d	epend	ding o	n out	come	of 91-92	meeting	

# APPENDIX C

## 1993 - 94 SCHOOL CALENDAR SPRING LAKE PUBLIC SCHOOLS

tudents	Teachers			SEI	TEM	BER	1993					FE	BRUA	RY	1994		Students	Teachers
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	20	21	22	23	24	25	26)	27		17	18	19	20	21	(22)	23		
		28	29	30	2					24	25	26	27	28	22	30		
		7.5																
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		5	6	7	8	9	10	11		8	9	10	11	12	13	14		
15	15	12	13	14	15	16	17	18		15	16	17	18	19	20	21	21	21
		19	20	21	(22	23	24	25)		22	23	24	25	26	27	28		
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		23 30	24)	۵	20	21	20	29		20	. 21	20	29	30			180	182
		30	31														100	102
ep. 6	Labor Day										Feb	7		1/2	day I	n-serv	rice (no students p.m.)	
Sep. 7	Students (p.m.)	`									Mar						week period	
Sep. 14*	Jr. Sr. High O		Touse	(ever	ning)							. 9-	10				inferences (2 evenings)	
ct. 1	Last half-day 1			(0.0.	6)							. 11					students p.m.)	
oct. 11	1/2 day In-serv			dent	s p.m.	)						. 14-	18			-	nferences (2 evenings)	
Oct. 15	End of 1st 6 w				P	'						. 25					reek period	
<b>T</b> ov. 5	End of 1st 9 w											. 4-8	3			acatio		
lov. 8-12	Elementary Co				enings	(3)						. 22		End	1 of 5	th six	week period	
Nov. 9-11	Jr. Sr. High Co						fterno	on)				30		Me	moria	1 Day		
Nov. 12	Jr. Sr. High (ne										June	e 8					cords (no students)	
lov. 24	End of 2nd 6 v										June	e 9					cords (students a.m.)	
ov. 24-26	Thanksgiving V	/acat	ion (1	1/24	- 1/2	day)								Sec	ondar	y Rec	ords, End of 2nd semes	ter
Dec. 22-Dec.31	Christmas Vac	cation	1								June	e 12		Gra	duati	on		
Jan. 21	End of 1st sem	ester	, 3rd	six w	eek po	eriod,	2nd	weel	k per	iod								
The same of the	Records Day (		udents	s)														
Jan. 24	Arena Schedul	ing									* de	epend	ding of	n out	come	of 91-	92 meeting	

# APPENDIX D

# SPRING LAKE PUBLIC SCHOOLS **GRIEVANCE REPORT**

Name of Grievant	Assignment of Grievant	200	Date Grievan	nce Occurre	ed Date Filed
GRIEVANCE				ma seco	
Article allegedly viol	lated: A	rticle	40	Se	ection
Statement of Grieva	nce:				
Relief sought:					
Signature of Grieva	nt:		1907.)	Date: _	
Disposition of Griev	vance:		21 25 2		
Date Filed	Administration Signature		ranted or Denied	Date	Association Signature
Step 1:					
Step 2:	A TO SECURE	9			01 00 00
Step 3:		No.	4 E	1 x . 8	
Step 4:	COLUMN TO SERVICE SERV				
Step 5:	And the state of t			- (U-m)	more and and
Diago attack additio	mal abouts as mandad. At	C C:	nol disposition	onios of	none lote procedure

be furnished to:

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

# APPENDIX E

# Letter of Agreement

# Regarding Secondary Course Syllabus

The parties ag	gree that the requested Second	lary Course Syllabus shall be turned into the			
Administration	as follows:				
1	st Semester courses:	Syllabus due at end of first semester			
2	and Semester courses:	Syllabus due at end of second semester			
F	Full year course:	Syllabus due at the end of the second semester.			
It is understood that teachers are encouraged to complete the syllabus as early as they can and not wait until the above deadlines.					
SLEA		Spring Lake Public Schools			
Signed:		Signed:			
Date: Date:					

#### APPEROUNDING A

### Intimut such in tillies.

# If sew diagramment of the Sellabum

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2nd Semeral Courses

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A.F.A. Special and Lange Street Schools Special Street Schools Special Special

# Spring Lake

PUBLIC SCHOOLS



345 HAMMOND STREET SPRING LAKE, MICHIGAN 49456 TELEPHONE (616) 846-5500

#### LETTER OF AGREEMENT

Re: Elementary Planning Time

The Spring Lake Board of Education and the Spring Lake Education Association, MEA-NEA, mutually agree to the following:

No later than April 1, 1991, the Association shall name up to four (4) elementary teachers and the Administration shall name up to four (4) people to serve on a committee to study elementary planning time.

The committee shall submit any and all recommendations to the Board and to the Association Bargaining Team by April 1, 1992. The Bargaining Team will meet, therefore, to negotiate any proposed changes in elementary planning time.

SPRING LAKE EDUCATION ASSOCIATION

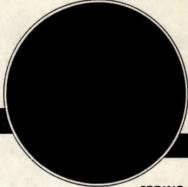
SPRING LAKE BOARD OF EDUCATION

Date:

E. Miller Signed: Duane X

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

# Spring Lake



345 HAMMOND STREET SPRING LAKE, MICHIGAN 49456 TELEPHONE (616) 846-5500

# Letter of Agreement

Re: Appendix C, 1991-92 School Calendar

The Spring Lake Board of Education and the Spring Lake Education Association, MEA-NEA, mutually agree to the following addition to the 1991-92 school calendar:

Tuesday, October 15, 1991

1/2 Day Junior/Senior High Inservice (no students p.m.)

Spring Lake Education Association

Spring Lake Board of Education

