

MASTER AGREEMENT

BETWEEN

SAUGATUCK EDUCATION ASSOCIATION

AND

**SAUGATUCK BOARD
OF EDUCATION**

ONE-YEAR AGREEMENT ~ 2009-2010

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THIS AGREEMENT, entered into this 1st Day of September 2009 by and between the SAUGATUCK PUBLIC SCHOOL DISTRICT (hereinafter called the "Board") and the SAUGATUCK EDUCATION ASSOCIATION-MEA-NEA (hereinafter called the Association").

ARTICLE 1
PURPOSE AND INTENT

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

ARTICLE 2
RECOGNITION

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

The Board agrees not to negotiate with or recognize any employees' organization other than the Association for the duration of this Agreement.

ARTICLE 3
BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:
1. To exercise executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.
 3. To establish grades and courses of instruction, including special programs, to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
 4. To decide upon the means and methods of instruction, and selection of textbooks and other teaching materials, and the use of teaching aids of every kind of nature.
 5. To determine class schedules, the hours of instruction and duties, responsibilities, and assignment of teaching and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 4
EMPLOYEE RIGHTS AND ASSOCIATION RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have according to the Michigan Revised School Code, Michigan Teacher Tenure Act, Constitution of the State of Michigan, the United States Constitution, and other applicable laws of the State of Michigan.
- B. The Board agrees to furnish to the Association in response to written requests all pertinent public information that will assist the Association in developing intelligent programs on behalf of the employees or which may be necessary for the Association to process any grievance or complaint.

- C. The Association and its members shall have reasonable access to school building facilities for scheduled meetings of the Association upon written request to the appropriate building Administrator. School equipment, including bulletin boards, mail boxes, typewriters, computers and duplicating equipment shall be made available to the Association when not otherwise in use. Such equipment may not be removed from its fixed location in the building and does not include paper products, but rather, only the use of the above stated capital equipment. Materials inserted in mailboxes or posted must be signed.
- D. The private and personal life of any employee is not within the area of appropriate concern of attention of the Board, provided it does not interfere with the educational process.
- E. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a Service Fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction the Board shall, pursuant to MCLA 408.477, MSA 17.277 (7), and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedures provided below. The procedure in all cases of non-payment of the service fee shall be as follows:
1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph 1 above.
 3. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or has authorized payroll deduction of same. Additionally, the bargaining unit member may request that the Board of Education withhold or suspend involuntary wage deduction due to any asserted legal infirmity with the Association's internal procedures by which bargaining unit members may protest the calculation of the agency shop/service fee which is alleged to be not properly chargeable to bargaining unit members who elect not to become members of the Association.
 4. If the preceding conditions are satisfied, the Board shall thereupon deduct such dues or service fee amounts in equal installments, as nearly as may be, from the paychecks of

every employee. Such amounts will be remitted to the Association within two weeks. Nothing in these provisions shall require payment of membership dues or service fees as a condition of employment for employees employed by the Saugatuck School District before July 1, 1981.

Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures - Administrative Procedures". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

Due to certain requirements established in recent Court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

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

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

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

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

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

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

The Association shall indemnify and hold the District harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the District in reliance upon information furnished to the District by the Association in the course of enforcing this Section. Further, the Association agrees to indemnify and save the District, the Board of Education, the individual members of the Board of Education, and individual administrators and employees, harmless against any and all claims, demands, costs, suits, claims for attorneys fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of, action by the District or

its agents for purposes of complying with the union security provisions of this Agreement. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

- F. An employee will, in the presence of an administrator, have the right to review the contents of all records of the District pertaining to said employee originating after original employment, and to have a representative of the Association accompany him/her in such review, if desired.
- G. No tenure employee shall be disciplined, reprimanded, reduced in rank or compensation, or dismissed without just and reasonable cause. No adverse materials in the employee's personnel file, or normal complaints against the employee shall be used in any discipline, reprimand, reduction in rank, or compensation, or dismissal unless it has been promptly brought to the attention of the employee, within ten (10) calendar days of the time the administration or Board became aware of the occurrence and the employee has been afforded the opportunity to respond within ten (10) calendar days to such materials or complaints.

ARTICLE 5 **EVALUATION OF EMPLOYEES**

- A. All monitoring or observation of an employee's work performance relating to formal evaluation shall be conducted openly and with the full knowledge of the employee in accordance with the policies adopted by the School District. Evaluations are the responsibility of the Administration, and shall be conducted by the employee's immediate supervisor (building principal, assistant principal). Employees with more than one supervisor will be evaluated by the supervisor in the building where the employee serves the majority of their assignment. The designated supervisor will complete all evaluations for the school year. Another district administrator may be designated by the Board with notice to the employee.
- B. Each employee, upon employment, or at the beginning of the school year, shall be provided a copy of the evaluation instrument and apprised in specific terms of the employee evaluation process.
 - 1. Any Individual Development Plan (IDP) for probationary employees (or for tenured employees deemed unsatisfactory) developed pursuant to the Michigan Teachers Tenure Act shall include the following.
 - a. An Individual Development Plan (IDP) is a plan jointly developed by the administration and the employee listing goals and objectives for the employee's professional growth.
 - b. The employee and administrator shall meet to consult about the IDP.

- c. The IDP shall be in writing. At the close of the conference, both the employee and evaluator shall sign the IDP form acknowledging that it has been jointly drafted, discussed, and received.
2. The performance of all employees shall be evaluated in writing as follows:
- a. A pre-observation and/or post-evaluation conference may be requested by the employee and/or the administrator.
 - b. Each appraisal of Probationary (non-tenured) employees shall be based on at least two (2) classroom observations, once on or before December 1 and again on or before April 15, held at least sixty (60) calendar days apart, unless otherwise agreed upon in writing between the probationary employee and the administration. Where a probationary employee begins employment on or after October 1, the foregoing dates shall be adjusted to reflect the “anniversary” date method of defining the evaluation cycle.
An evaluation conference shall take place within ten (10) school days after the final observation supporting an evaluation. The administrator’s observations, not limited to classroom observations, are the sole basis of the evaluation to review the job performance of the probationary employees.
 - c. Tenure employees shall be evaluated in writing at least once every three (3) years. The tenure employees; observations will be completed prior to May 1. Observations will be held at least thirty (30) calendar days apart, unless otherwise agreed upon in writing between the tenure employee and the administration. An evaluation conference will be held with each tenure employee within ten (10) school days after the final observation supporting an evaluation to review his/her job performance. Observations are not to be made within two (2) school days of a holiday or break.
 - d. The employee shall have the right and opportunity to attach a written statement, within fifteen (15) days, to any evaluation form indicating/explaining the employee’s reaction to the evaluation.
 - e. No tenure employee shall be disciplined, reprimanded, reduced in rank or compensation, or dismissed without just and reasonable cause. No adverse materials in the employee's personnel file, or normal complaints against the employee shall be used in any discipline, reprimand, reduction in rank, or compensation, or dismissal unless it has been promptly brought to the attention of the employee, within ten (10) calendar days of the time the administration or Board became aware of the occurrence and the employee has been afforded the opportunity to respond within ten (10) calendar days to such materials or complaints.

ARTICLE 6
MENTOR TEACHER

Mentor Teachers will be assigned to probationary teachers for at least their first year of teaching in the Saugatuck Public School District. Teachers who have not had previous teaching experience will be assigned a Mentor Teacher for their first three years as a novice teacher according to Section 1526 of the School Code. The Mentor Teacher will be assigned by the administration to provide

support, instruction, and guidance. The Mentor Teacher assigned will be a tenured teacher. The purpose of the Mentor is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion, to acclimate the teacher to the duties of the job, and to provide necessary assistance to provide quality instruction. The Board and Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in an evaluation.

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

1. Every effort will be made to match a probationary teacher with a Mentor who works in the same building.
2. Participation as a Mentor Teacher shall be voluntary. Assignments are made by the administration. A Mentor will be assigned only one (1) probationary teacher at a time, unless the Mentor agrees to take more than one at the request of the administration. Evaluators will not participate as Mentor Teachers.
3. Once a Mentor accepts the position, he/she will continue in that position for the duration of the probationary period unless the administration agrees to release the Mentor from responsibilities or the administration re-assigns the Mentor.
4. The administration has the right to assign a Mentor Teacher from the ranks of retired professionals of college professionals in the event where no one on the staff will willingly serve or where there isn't a staff member with the same certification as the probationary teacher.
5. Mentor Teachers will be paid \$800 for each year they serve as a Mentor. Mentor Teachers will be provided with a job description by the administration and will fulfill the duties listed in that description. The Mentor's responsibilities could include summer and evening meetings, class observations, and new teacher orientation sessions.

ARTICLE 7

EMPLOYEE HOURS

- A. All employees shall arrive for duty at their building not later than twenty-five (25) minutes prior to the beginning of school in the morning. They shall remain for fifteen (15) minutes after the regular afternoon dismissal time. They shall have a duty-free lunch of not less than thirty-five (35) minutes in length. The student day and year will meet the requirements stipulated by the State of Michigan.
- B. Elementary Preparation Time: Elementary teachers shall be provided with planning time during which their classes are receiving instruction from special teachers. In addition, elementary teachers should have planning time during student recess periods, except when the teacher supervises recess periods. Changes in the frequency and/or duration of the recess period(s) are subject to negotiation between the Board and the STA. Elementary special

teachers (physical education, music, art, Spanish) will be provided with not less than one-hundred twenty (120) minutes of planning time per week.

Elementary teachers will be compensated at the rate of 7% of their base pay if they are assigned a split class (two grade levels). Teachers excluded from this additional rate include special education teachers, teachers of multi-aged classes, and teachers who voluntarily accept independent study students in one of their regular classes.

- C. Secondary Preparation Time: Secondary teachers shall be provided one (1) regular class period per day for preparation purposes. Teachers substituting for other teachers during their preparation time shall be voluntary. The Association recognizes there may be extraordinary situations when a volunteer cannot be found; when the building principal will need to assign a teacher to cover a class during his/her preparation time.

Additional Preparation Time: Secondary teachers will be compensated at the rate of 5% of their base pay if they are required to teach five or more different preparations.

Teachers excluded from this additional rate include special education teachers and teachers who voluntarily accept independent study students in one of their regular classes. Special education teachers will qualify for the 5% extra if students are assigned during their conference period. Combination classes and part-time elementary assignments will count as one preparation.

Extra Class: Employees at the secondary level who voluntarily accept an extra class will be compensated by release from other responsibilities or by additional pay at the yearly rate equal to 1/5th of that employee's annual salary. If the extra class assignment also creates a 5th prep, the teacher will be compensated an additional 5% of the teachers base pay.

Calculations will be prorated as follows:

[Teacher Base * 5%] divided by 3 = one trimester compensation extra prep on 5th period.

[Teacher Base divided by 5] divided by 3 = one trimester compensation extra class.

- D. Preparation Time for Teachers Who Teach in Multiple Buildings: Teachers who teach in both the Elementary and the Secondary Schools will receive one-half the planning time of full-time teachers in each building. This time should be separate from travel time and duty-free lunch.

- E. Staff Meetings: Before or after school meetings at which the attendance of all employees is required shall not exceed one hour in length. The administration may schedule up to two (2) staff meetings per month. Such meetings will require five calendar days notice. Meetings

such as department meetings, I.E.P.C.'s, individual conferences, and committee meetings will not be included in the two meeting limit.

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

ARTICLE 8
ASSIGNMENTS AND PLACEMENTS

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

ARTICLE 9
LAYOFF AND RECALL

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

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

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

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

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

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

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

- D. Recall: Employees shall be recalled in inverse order of lay-off for any position openings for which they are certified and qualified in accordance with the procedures specified in this Article. All recall is to be by certified mail to the employee's address of record. It is the responsibility of the employee to insure that the Board has a current address of record. The employee shall have ten (10) working days to respond to any recall offer from the date of receipt of the offer.

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

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

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

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

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

If any employee is recalled to the District after being released as provided above, he/she shall be returned to the salary step he/she was on at the time of the reduction and be given full

credit for any additional years of teaching experience obtained by him/her during such period of reduction.

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

ARTICLE 10

GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
1. The termination of services of or failure to re-employ any probationary employee.
 2. The termination of services or failure to re-employ any employee to a position on the extra-curricular schedule.
 3. Any matter involving the written content of employees' evaluations.
 4. Any claim or complaint subject to the procedures specified in the Teacher Tenure Act. (Act IV, Public Acts, extra session of 1937 of Michigan, as amended).
- B. The term "days" as used herein shall mean days when business is being conducted at the Central Office.
- C. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
 2. It shall contain a synopsis of the facts giving rise to the alleged violation;
 3. It shall cite the section or subsections of this contract alleged to have been violated;
 4. It shall contain the date of the alleged violation;
 5. It shall specify the relief requested.
- Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitation hereinafter set forth.
- D. **LEVEL ONE** - An employee and/or the Association believing a violation of the expressed provisions of this contract exists shall, within ten (10) days of the date of its alleged violation or within ten (10) days of the time the employee had an opportunity to become aware of the incident resulting in an alleged violation of expressed provisions of this contract, orally discuss the grievance with the Building Principal in an attempt to resolve same.
- If no resolution is obtained within five (5) days of the discussion, the employee and/or the Association shall reduce the grievance to writing and proceed within ten (10) days of said discussion to Level Two.
- E. **LEVEL TWO** - A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One. Within ten (10) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to

discuss the grievance. Within ten (10) days of the discussion the Superintendent or designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of same in the permanent file in his/her office.

- F. **LEVEL THREE** - Upon proper application as specified in Level Two, a hearing shall be held within ten (10) days between the Board and employee and his/her Association representative. Not later than thirty (30) school days from the hearing of the grievance, the Board shall render its decision in writing and transmit same to the grievant, the Association secretary, and the building principal in whose building the grievance arose. The Association is required to state its position at this level. If no decision is rendered within thirty (30) days of the hearing, or the decision is unsatisfactory to the Association, the Association has thirty (30) days in which to file for arbitration. The demand for arbitration shall be in writing with a copy served upon the Board within the thirty-day interval.
- G. **LEVEL FOUR** - If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to binding arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he/she will be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The fees and expenses of the arbitrator shall be shared equally by the parties.

POWERS OF THE ARBITRATOR

- H. It shall be the function of the arbitrator and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violations of the specific articles and sections of this Agreement.
1. He/she shall have no power to establish salary scales or change any salary rate.
 2. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- I. The arbitrator's powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and the arbitrator shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
- J. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

- K. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule on that issue before hearing the rest of the case.
- L. The arbitrator shall have no power to interpret State or Federal law.
- M. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source of a like nature during the period of the back pay.
- N. The arbitrator shall not award punitive damages.
- O. A grievance may be withdrawn at any level without prejudice. However, if in the judgment of the Association representative the grievance affects a group of employees, the grievance may be processed at Level Two.
- P. The grievance discussed and the decision rendered at Level One shall be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing, and shall promptly be transmitted to all parties of interest.
- Q. No reprisals of any kind shall be taken by or against any party of interest or any participant in the Grievance Procedure by reason of such participation, and no such record shall be placed in his/her personnel file.
- R. Forms for filing and processing grievances shall be designed by the Superintendent and the Association; shall be prepared by the Superintendent; and sample copies shall be provided to the Association Secretary.
- S. Access shall be made to all parties, places, and records of public information to the extent required under the Public Employment Relations Act.
- T. Grievances, which are not appealed within the time limits specified in the Grievance Procedure, shall be considered to be withdrawn by the Association or grievant and shall not be resubmitted. If the Board or administration fails or neglects to answer a grievance within the time limits specified at the various steps of the Grievance Procedures, the grievance shall automatically be referred to the next higher step 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.
- U. No individual grievances may be processed beyond Level Three.
- V. The Board and the Association recognize a one (1) year limitation on grievable matters concerning compensation.

ARTICLE 11
PROFESSIONAL NEGOTIATIONS

- A. Negotiations shall commence not later than sixty (60) calendar days prior to the expiration of this Agreement.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Each negotiating team shall not exceed six (6) members in number. The parties mutually pledge that their representatives will be clothed with all necessary powers and authority to make proposals, consider proposals, and make decisions in the course of negotiations, and to reach tentative agreements.
- C. When the contract has been tentatively agreed upon, efforts will be made by the Association and the Board to obtain ratification. It is recognized that no final agreement between the parties may be executed without ratification by the Association membership and the Board.

ARTICLE 12
COMMUNICATIONS

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

ARTICLE 13
LEAVES OF ABSENCE

- A. **Sick Leave:** All full-time employees shall be granted ten (10) sick days per year, credited to each employee on the first day of the school year to a maximum of one hundred ninety (190) days. Proof of illness signed by a physician may be required at any time.
The Board shall furnish each employee with a written statement at the beginning of each school year setting forth total leave credit.

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

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

1. An employee may use all or any portion of their sick leave to recover from their own disability or illness.
2. An employee may use a maximum of ten (10) days for bereavement that will be deducted from sick leave. Additional bereavement days may be granted at the discretion of the Superintendent and will be deducted from the employee's pay at the rate equivalent to the cost of a certified substitute times the number of additional days used.
3. The employee may take a maximum of five (5) day per illness in his/her immediate family; immediate family. Proof of illness, signed by a physician, may be required.

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

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

- F. Jury Duty: Any employee called for jury duty during school hours shall be paid his/her salary for such time, minus jury duty pay. Such time shall not be deducted from accumulated sick leave. An employee subpoenaed to give testimony for a school related matter may be released from teaching duties and may not have such days deducted from sick leave. For matters related to other employment or personal litigation, an employee may not use sick days. Said employee will not receive more than his/her per diem employee pay. As a condition of receiving his/her full rate of pay for the time absent pursuant to honoring a subpoena, the employee shall remit the witness fee to the District.
- G. Extended Leave: The Board shall consider all applications for leaves of absence without pay for up to one (1) school year. Such applications must be submitted in writing to the Board at least sixty (60) days prior to the commencement of the requested leave. It shall be the responsibility of the employee on a granted leave to notify the Board in writing of his/her intent to return to duty at least sixty (60) days prior to the expiration of said leave.
- H. Sabbatical Leave:
1. Eligibility: To be eligible for sabbatical leave, a person must be a certified staff member of the Saugatuck Public Schools and must have completed at least seven years of full-time service on the staff of the Saugatuck Public Schools or have served at least seven years since last being on sabbatical leave. Note: Being eligible for sabbatical leave is not to be construed to mean that anyone is entitled to leave as a right. An employee who fulfills the above qualifications is eligible for consideration by the Superintendent, Building Principal, and the Board of Education with respect to sabbatical leave.
 2. Term: The term for sabbatical leave shall be either one semester or one school year. Two leaves of one semester in length may be granted during any seven-year period, in which case no further leave may be granted until the person has completed seven years of full-time service after the first leave. One school year means the term of a normal contract year beginning in August or September and ending in June.
 3.
 - a. Salary: Salary paid to an employee on sabbatical leave will be one-half (1/2) of the employee's base pay. The above salary and retirement contribution requirements shall not apply where the Board may be required to grant a sabbatical leave to a master employee in accordance with the requirement of Section 1525 of the School Code or its successor provision.
 - b. While on sabbatical leave, an employee shall have premium amounts for single subscriber insurance (health, dental, vision) coverage paid on his/her behalf by the Board on the same basis as is applicable to insurance programs staff members on regular duty. The above insurance premium contribution requirement shall not apply where the Board may be required to grant a sabbatical leave to a master employee in accordance with the requirements of Section 1525 of the School Code or its successor provisions.
 - c. The employee must contract with the Board of Education to return to the Saugatuck Public Schools following the termination of the sabbatical leave, for one year for each semester of leave. An employee who fails to comply with the

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

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

experience over those less experienced; (4) those applying for a first sabbatical leave over those applying for a second time; (5) employees applying for a year's leave over those applying for a semester's leave.

9. Return to Status: The employee will return to a position equal in responsibility to the one held before the leave; and in contractual considerations, this leave will be considered to be a year's (or a semester's) service. Within one month after returning to duty from sabbatical leave, the employee is required to submit in writing to the Board of Education a detailed report giving evidence of compliance with the plan on the basis of which the leave was granted.

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

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

- The date the illness or disability commenced and the health care provider's best medical judgment concerning the probable duration of the condition;
- Diagnosis of the illness or disability;

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

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

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

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

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

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

Any employee ending the school year on an unpaid leave and paying his/her health insurance premium shall continue to pay the health insurance premiums during the summer recess. Employees returning to work at the beginning of the next year shall be reimbursed for any premiums he/she paid during the summer recess.

ARTICLE 14
PROFESSIONAL COMPENSATION

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

ARTICLE 15
JOB SHARING

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

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

District meetings, IEPC meetings, in-service or special training days such as curriculum workshops and elementary grade level meetings which are required of regular full-time employees.

- E. Compensation: Compensation shall be determined by each employee's step and column of the salary schedule, pro-rated. Each employee will gain one full-year of seniority and will move up one full step on the salary schedule for each year worked at the job sharing position. Also, all other provisions under the contract shall continue as if the employee had worked a regular full-time position.
- F. Benefits: Sick leave and personal leave shall be granted on a pro-rated basis. Fringe benefits shall be provided on a pro-rated basis.
- G. Substituting: In the event that one of the employee is absent and is covered by one of the paid leave of absence provisions in Article 13, the other employee will have first opportunity to substitute for the absent employee. The partner who is substituting shall be paid the retired employee sub rate of pay, pro-rated for the period of the time he/she substitutes for the absent partner. Should the partner who is substituting substitute for longer than ten (10) consecutive days, the job sharer shall be paid according to their job sharer's full-time daily rate for working the full position.
- H. Mid-Year Vacancy: Neither participant in a job sharing position may exercise seniority rights to displace the other participant from a portion of the assignment during the school year. In the event one of the job sharing employees leaves the employment of the District during the course of the school year, the other employee shall automatically assume full-time status in the position being shared for the remainder of that school year. This provision may be waived upon the written approval of the District.
- I. Year-End Vacancy: In the event one of the employees leaves the employment of the District or the job share position at the conclusion of a school year, the other employee in the position will be given first option for full-time status within that classroom, or to reapply for the shared time position with another individual.
- J. Seniority: Job sharing pairings will not harm a more senior full-time employee. Seniority is the determining fact for job sharing partners when they return to full-time status or continue in job sharing for the following school year.
- K. Reduction in Force:
 - 1. The seniority of the least senior of the job sharing employees shall determine if the employees can continue to job share in the same grade for the following year, or if

- they need to move to another grade due to a reduction in force in their present grade level.
2. In the event that a building level reduction in force is necessary due to changes in building enrollment or attendance areas, then an employee's district seniority will determine involuntary transfers within a grade level.
 3. Job sharers who transfer to a full-time position in order to remain in their present grade level due to a reduction in force must remain in the full-time position for at least one (1) year if the move to full-time resulted in the involuntary transfer of a less senior employee (other than the job sharing partner).
- L. Discontinuing Job Sharing: At the conclusion of a job sharing assignment, if either the District or the job sharers elect to discontinue job sharing for the next school year, each employee will have the right to return to full-time status in accordance with the following paragraphs.
1. Employees involved in a job share assignment shall give notice of their intent to return to a full-time position for the next school year no later than March 1st. The District shall notify the job sharers no later than April 1st if it plans to discontinue the job sharing assignment.
 2. If a shared time assignment is discontinued, the job-sharing employees may apply for any vacancies that may be available.
 3. If no vacancies are available said employees shall continue in their job share position until a vacancy or vacancies become available.
 4. If the job sharing assignment is discontinued by the District and there are no vacancies available, then the job sharers shall bump the least senior full-time employees in position for which the job sharers are certified and qualified.
- M. Approval: The District, job sharing employees and the Association shall sign the approved job sharing agreement. The participants shall receive a copy of the signed job sharing agreement.

ARTICLE 16
SPECIAL EDUCATION/LEAST RESTRICTIVE
ENVIRONMENT/MEDICAL PROCEDURES

- A. Placement Information: Any employee who, as a result of an IEP placement, will be providing instruction or other services for a handicapped student in a special or regular education classroom setting will be advised of the identity of the handicapped student and provided with access to information pertaining to the student's placement available from the special education employee and education records containing information of legitimate educational interest to the employee.
- B. IEPC Attendance: The District shall provide written notice to the grade level employee who will be providing instructional or other services to a handicapped student to participate in the IEPC which may initial place (or continue the placement) of the student in a regular

education classroom. All employees providing instructional or other services to a handicapped student will receive a copy of that student's accommodation form.

- C. Problems: If any employee to whom a handicapped student is assigned advises the District, in writing, of a reasonable basis to believe that problems exist in the implementation of the student's current IEP which negatively impact the student's educational progress and/or impede the learning progress of non-handicapped students in the same classroom setting, the employee shall have the right to request a meeting of appropriate staff to discuss the problems and possible solutions or to request the convening of another IEPC meeting.
- D. Training: If requested by the employee, the District will provide in-service and/or other training to employees regarding the instruction and behavioral management of handicapped students in regular education classroom settings.
- E. Medical Procedures: Where clean intermittent catheterization, suctioning (nasal, oral, or deep), tracheotomy care (clean, suction, etc.), tube feeding, medication (oral, topical) related to the procedures enumerated herein, medication by gastrostomy tube, oxygen regulation or care, or similar procedures, are necessary to maintain a student in the classroom, these procedures will be performed by school support personnel. Employees and support personnel will be provided with appropriate training. Employees will not be required to perform these procedures except in emergency situations.

Special education employees, in the case of a student requiring medical procedure by an IEP, shall not be subject to Article 16 of the Master Agreement.

ARTICLE 17

MISCELLANEOUS PROVISIONS

- A. Continuity of Operations: The Association and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employee take part in, any strike, slowdown, stoppage of work, boycott, picketing, or other interruption of activities in the school system.
- B. Waiver: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with

respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and also with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Matters of common concern may be subject to negotiations during the period of this Agreement upon the request and mutual agreement of both parties.

- C. Entire Agreement: This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- D. At the beginning of each school year, the Association shall be credited with five (5) days to be used by the employees who are officers or agents of the Association; such use to be at the discretion of the Association. The Association agrees to notify the Administration no less than forty-eight (48) hours in advance of taking such leave. The Association will reimburse the Board for the costs of substitute employees.

ARTICLE 18
INCREMENT ADVANCEMENT BASED ON
PROFESSIONAL GROWTH OR LONGEVITY

An employee must have satisfactorily completed 5 days of teacher professional development during the school year to receive a pay raise or pay increment. The “professional development day” is defined as 6 hours. Five (5) days is the equivalent of 30 hours. The number of hours acquired during a calendar day may not be counted as more than one day of professional development. The reporting year is defined as May 1 through April 30. The form (Appendix G) is to be submitted to your principal’s office by May 15th of each year. Qualified professional development is defined by the State of Michigan School Code: Section 1526 and 1527 and is outlined on Appendix G.

- A. New teachers during the first three years of classroom teaching in the profession, must include both the 15 days of professional development over the first three years of teaching, plus the 5 annual days of teacher professional development as required under section 1527.

B. Each teacher is responsible for managing the status of his/her teaching certificate/credential by complying with all conditions, including the acquisition of 18 or more semester hours for the Professional Education certificate or 6 semester hour credits or equivalent continuing education units for renewal of this certificate. A teacher may apply the acquisition of 18 semester hours or 6 semester hour credits or equivalent to meet the annual obligation of 5 professional development days.

D. With respect to BA +18, MA +15, and MA +30, courses may be counted if they have the prior approval of the Building Principal and Superintendent and to determine horizontal moves on the teacher's pay scale, the teacher must meet the following criteria: 1) hours received after Bachelor's degree; 2) valid Michigan Teaching Certificate (when in place when credentials received); 3) course(s) with a 500 or greater course number; 4) B or better grade received; and 5) relation to field of present assignment of teaching (or approved administrative or educational program).

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

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

ARTICLE 19
DURATION OF AGREEMENT

THIS AGREEMENT shall become effective as of the September 1, 2009 and shall continue in effect until the 30th day of June 2010. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

SIGNATURES

SAUGATUCK
EDUCATION SEA

By: Betsy A. Wilbert
President

By: Sarah Gilman
Vice-President

By: Al Shaleen
Negotiating Committee

By: Dorie M. Hallaway
Negotiating Committee

SAUGATUCK
BOARD OF EDUCATION

By: [Signature]
President

By: [Signature]
Vice-President

By: [Signature]
Secretary

By: [Signature]
Treasurer

By: [Signature]
Trustee

By: [Signature]
Trustee

By: [Signature]
Trustee

APPENDIX A
FRINGE BENEFITS

- A. The Board will make premium payments on behalf of the employees and their eligible dependents for the stated fringe benefit plans effective September 1, 2009. The Board's contribution for the 2009-2010 school years shall be the cost of the plan selected less the monthly co-pay as shown in the table below. Co-pays will be deducted from the employee through payroll deduction, subject to the IRS 125 Code. Employees with spouses working for the district, who qualify for health benefits, will only select one health package and corresponding cash in lieu. The District will not double insure for the health coverage. Employees not selecting Choice II as shown below, will receive PAK B benefits, paid by the district. The employee may opt to purchase other voluntary benefits at the stated premium rates. See plan descriptions for complete coverage definitions.
- B. Coverage shall commence SEPTEMBER 1ST of the school year and continue for a full twelve (12) month period for all employees who complete the term of their contract.
- C. The Board shall provide tuition reimbursement, for tuition expenses incurred, up to the amount of Western Michigan University's tuition rate for three graduate semester hours. This payment is for professional improvement college credit that has the prior approval of the Building Principal and the Superintendent. The year shall be from JUNE 1ST through MAY 31ST. In addition, textbook reimbursement of up to \$30 will be paid upon presentation of a receipt for textbooks.

FRINGE BENEFIT OPTIONS	PAK A	PAK B
Monthly Co-Pay	\$20 Co-Pay Effective September 1, 2009 \$35 Co-Pay Effective February 1, 2010	\$0 No Cost to Employee
Health Plan Deductibles	In-Network: \$0; \$100/200 Effective February 1, 2010 Out-Network \$250/\$500 \$5/10; \$10/20 RX Co-Pay Effective February 1, 2010	N/A
Riders	Included In-Network	N/A
Long Term Disability	66 2/3% \$2,500 Monthly maximum 30 calendar days – mod fill	66 2/3% \$2,500 Monthly maximum 20 calendar days – mod fill
Dental	100/60/60 \$1,200 Annual Maximum 2-cleanings per year Ortho: 60% with \$1,500 Lifetime Maximum No adult ortho	100/60/60 \$1,200 Annual Maximum 2 cleanings per year Ortho: 60% with \$1,500 Lifetime Maximum No adult ortho
Vision	VSP III Gold	VSP III Gold
Negotiated Life & AD&D	\$50,000	\$50,000
Cash In Lieu	N/A	\$2,500
Deductible Reimbursement	A onetime payment of \$100 for single PAK A subscriber or \$200 for full family PAK A subscriber on March 12, 2010.	N/A

APPENDIX B
PAYROLL

- A. Payroll for the 2009-2010 school year will be based on TWENTY- SIX (26) OR TWENTY-TWO (22) periods per school year. The cost of replacing lost checks and stopping payment on same will be assumed by the employee. The cost of any deduction changes will be assumed by the Board.
- B. Provided that the employee has authorized payroll deductions in writing, the Board will deduct for the following:
- Health Insurance
 - Board Approved Annuities
 - School Employees' Credit Union (former Allegan County School Employees' Credit Union)
 - STA Dues
 - Savings
 - Voluntary options under the 125-Plan.
 - Other deductions as approved by the Superintendent

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APPENDIX C
GRIEVANCE REPORT FORM

GRIEVANCE # _____

School District _____

GRIEVANCE REPORT

Building _____

Assignment _____ Name of Grievant _____ Date Filed _____

STEP 1

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

3. Article of Contract Violated _____

Signature

Dated

C. Disposition by Principal _____

Signature

Dated

GRIEVANCE REPORT FORM CONTINUED:

D. Position of Grievant and/or Association _____

Signature

Dated

STEP 2

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Dated

STEP 3

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature

Dated

C. Position of Grievant and/or Association _____

Signature

Dated

**APPENDIX D-2
2009-2010**

New Base Salary \$ 36,255 0.000%

Step	Index	BA	Index	BA18	Index	MA	Index	MA15	Index	MA30
1	1.000	\$ 36,255	1.040	\$ 37,705	1.070	\$ 38,793	1.110	\$ 40,243	1.170	\$ 42,418
2	1.050	\$ 38,068	1.090	\$ 39,518	1.125	\$ 40,787	1.165	\$ 42,237	1.225	\$ 44,412
3	1.100	\$ 39,881	1.140	\$ 41,331	1.180	\$ 42,781	1.220	\$ 44,231	1.280	\$ 46,406
4	1.150	\$ 41,693	1.190	\$ 43,143	1.235	\$ 44,775	1.275	\$ 46,225	1.335	\$ 48,400
5	1.200	\$ 43,506	1.240	\$ 44,956	1.290	\$ 46,769	1.330	\$ 48,219	1.390	\$ 50,394
6	1.250	\$ 45,319	1.290	\$ 46,769	1.345	\$ 48,763	1.385	\$ 50,213	1.445	\$ 52,388
7	1.300	\$ 47,132	1.340	\$ 48,582	1.400	\$ 50,757	1.440	\$ 52,207	1.500	\$ 54,383
8	1.350	\$ 48,944	1.390	\$ 50,394	1.455	\$ 52,751	1.495	\$ 54,201	1.555	\$ 56,377
9	1.400	\$ 50,757	1.440	\$ 52,207	1.510	\$ 54,745	1.550	\$ 56,195	1.610	\$ 58,371
10	1.450	\$ 52,570	1.490	\$ 54,020	1.565	\$ 56,739	1.605	\$ 58,189	1.665	\$ 60,365
11	1.500	\$ 54,383	1.540	\$ 55,833	1.620	\$ 58,733	1.660	\$ 60,183	1.720	\$ 62,359
12	1.550	\$ 56,195	1.590	\$ 57,645	1.675	\$ 60,727	1.715	\$ 62,177	1.775	\$ 64,353
13-14	1.600	\$ 58,008	1.640	\$ 59,458	1.730	\$ 62,721	1.770	\$ 64,171	1.830	\$ 66,347
15-16	1.600	\$ 58,008	1.690	\$ 61,271	1.785	\$ 64,715	1.825	\$ 66,165	1.885	\$ 68,341
17	1.600	\$ 58,008	1.740	\$ 63,084	1.840	\$ 66,709	1.880	\$ 68,159	1.940	\$ 70,335

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COLAFY8	BA	\$ 58,008	BA18	\$ 63,446	MA	\$ 67,144	MA15	\$ 68,627	MA30	\$ 70,817
COLA FY9		\$ 58,008		\$ 64,110		\$ 67,793		\$ 69,269		\$ 72,173

* two years only staff on 17++ in 2007-08 and 2008-09

APPENDIX E-1A
PAY FOR EXTRA-CURRICULAR ACTIVITIES - ATHLETICS
FALL 2009-2010 SPORTS SCHEDULE

SPORT	SCHEDULE A	SCHEDULE B
<i>Athletic Director</i>	20%	20%
CLASS I: VARSITY SPORTS		
Varsity Football	16%	16%
Varsity Volleyball	11%	16%
Cross Country	10%	10%
CLASS II: JUNIOR VARSITY SPORTS		
JV Football	11%	10%
JV Volleyball	10%	10%
CLASS III: ALL OTHER		
<i>Freshman Sports</i>	8%	8%
<i>Middle School Sports</i>	8%	6%
Cheerleading	8%	6%
ASSISTANTS		
Assistant Varsity Football	11%	9%
Assistant JV Football	8%	8%
Varsity Assistants	8%	8%

APPENDIX E-1B
PAY FOR EXTRA-CURRICULAR ACTIVITIES - ATHLETICS
WINTER/SPRING 2009-2010 SPORTS SCHEDULE

SPORT	SCHEDULE A	SCHEDULE B
<i>Athletic Director</i>	20%	20%
CLASS I: VARSITY SPORTS		
Varsity Basketball	15%	15%
Varsity Softball	10%	10%
Varsity Baseball	10%	10%
Varsity Golf	9%	9%
Track	10%	10%
CLASS II: JUNIOR VARSITY SPORTS		
JV Basketball	10%	9%
JV Softball	9%	8%
JV Baseball	9%	8%
JV Golf	7%	7%
CLASS III: ALL OTHER		
<i>Freshman Sports</i>	7%	7%
<i>Middle School Sports</i>	7%	5%
Cheerleading	7%	5%
ASSISTANTS		
Varsity Assistants	7%	7%

Schedule A: STA members remaining in the same coaching position as held in 2004-05 for the 2005-06 school year follow schedule A.

Schedule B: STA members who are accepting a different or new assignment not previously held in the 2004-05 school year will follow Schedule B.

Compensation for specific activity is to be limited to five (5) steps on the BA base.

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

5+ years experience – 5th step of BA column x Percentage of Activity

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

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

High School Band Director.....	10%
Junior High Band Director.....	5%
Pep Band - Football Season.....	1%
Pep Band - Basketball Season.....	2%
High School Choir.....	3%
High School Dramatics.....	8%
High School Yearbook/Newspaper.....	4%
Art a-Loan.....	3%
NCA Coordinator (for final year of the cycle).....	2%

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

Example 3 years experience - 4th Step of BA Degree X Percentage of Activity
 5 years experience - 5th Step of BA Degree X Percentage of Activity

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

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

Summer Curriculum Work:

In-school hours \$22.00 per hour

APPENDIX E-3

PAY FOR EXTRA-CURRICULAR ACTIVITIES - NON-ATHLETIC

<u>Class Sponsors:</u>	Senior Sponsor.....	4%
	Junior Sponsor	3%
	Sophomore Sponsor.....	2%
	Freshman Sponsor	2%
<u>Other:</u>	H.S. Student Council	3%
	M.S. Student Council.....	3%
	Quiz Bowl.....	3%
	Clubs (authorized)	2%
	H.S. National Honor Society	2%
	Sixth Grade Camp (Per Teacher).....	\$450

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

Example 3 years experience - 4th Step of BA Degree X Percentage of Activity
 5 years experience - 5th Step of BA Degree X Percentage of Activity

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

**APPENDIX F
SAUGATUCK PUBLIC SCHOOLS
2009-10 SCHOOL CALENDAR**

SEPTEMBER 2009

2-3 Staff Inservice (Powerschool Training)
 Mon. 7 Labor Day
 Tues. 8 First Day of School (Full Day)
 Wed. 16 Middle-High School Open House
 Thurs. 17 Elementary Open House

OCTOBER 2009

Mon. 5 Collaboration Day for Staff (no school for students)
 13-29 MEAP Testing and Make-up Exams
 Wed. 28 Parent-Teacher Conferences (5-8 p.m.)
 Thurs. 29 Parent-Teacher Conferences (5-8 p.m.)
 Fri. 30 No School for Students: DES Parent-Teacher Conferences ½ Day and ½ Day Collaboration Time;
 MHS Collaboration Time

NOVEMBER 2009

Fri. 13 Staff Inservice – No School for Students
 Tues. 24 End of First Trimester - Half Day for Students; Records Day for M-HS Staff; Collaboration Time
 for Elem. Staff
 Wed. 25-27 No School – Thanksgiving Holiday

DECEMBER 2009

21-31 Holiday Break

JANUARY 2010

Fri. 1 Holiday Break Continues
 Mon. 4 School Resumes
 Mon. 25 No School for Students: Collaboration Day for Staff

FEBRUARY 2010

3-4 Parent Teacher Conferences (5-8 p.m.)
 Fri. 5 No School for Students: DES Parent-Teacher Conferences ½ Day and ½ Day Collaboration Time;
 MHS Collaboration Time
 12-15 No School – Winter Break
 Tues. 16 No School for Students; Furlough Day for Staff

MARCH 2010

9-11 MME Testing Exam
 Thurs. 11 Half Day for Students: Collaboration Time for Staff
 Fri. 12 No School for Students: Collaboration Time for Staff
 Fri. 19 End of 2nd Trimester
 23-25 MME Make-up Testing

APRIL 2010

2-9 Spring Break

MAY 2010

Wed. 5 No School for Students; Furlough Day for Staff
 Mon. 31 Memorial Day Holiday

JUNE 2010

Wed. 9 Half Day of School – Last Day; Records Day for Staff
 10-11 Voluntary Curriculum Work for Staff

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

SAUGATUCK PUBLIC SCHOOLS
Appendix G (Article 18)
Annual Record of Professional Development

(Requirements of Section 1527 of Public Act 335, 1993)

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

Printed name of teacher/employee _____

Current school year _____

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

DATE	TITLE/ACTIVITY	PURPOSE/SKILL ADDRESSED	HOURS (whole #'s only)
TOTAL HOURS			

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

DATE	TITLE/ACTIVITY	PURPOSE/SKILL ADDRESSED	HOURS (whole #'s only)
TOTAL HOURS			

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

DATE	TITLE/ACTIVITY	PURPOSE/SKILL ADDRESSED	HOURS (whole #'s only)
TOTAL HOURS			

4. Coursework - the number of hours of professional development acquired through continuing education courses taken for credit at an institution of higher education.

DATE	TITLE/ACTIVITY	PURPOSE/SKILL ADDRESSED	HOURS (whole #'s only)
TOTAL HOURS			

5. Professional development specifically for the purpose of attaining Highly Qualified Status.

DATE	TITLE/ACTIVITY	PURPOSE/SKILL ADDRESSED	HOURS (whole #'s only)
TOTAL HOURS			

If the number of professional development hours is .5 or below, round down to the nearest whole number of hours. If the number of hours is .5 or above, round up to the nearest whole number of hours.

Employee's Signature	Date
Approved for submission by Principal/Supervisor	Date

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

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

Does your planned professional development serve the purpose of increasing student learning?

Does your planned professional development align with your school improvement plan?

Is your professional development planned, ongoing and intensive?

Is this activity supported by the district in some way such as time or cost?

Funding for Section 95 was cut in September 2001.

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

PROFESSIONAL DEVELOPMENT EXAMPLES - REVISED FOR 2003-04

(Extracted from a MEIS/Registry of Educational Personnel (REP) Guide Book for fall, 2003 submission)

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

1. **School Improvement Plan** The number of hours of sustained professional development which directly links the professional's learning needs to the needs of the students he/she teaches and the *School Improvement Plan*. This category is distinguished because the activities are sustained and are aligned with the School Improvement Plan. The activities may be individual but may also include small groups of colleagues who gather for planned activities.
 - Curriculum alignment for fourth grade content
 - Assessment practices
 - Best practices in reading instruction
 - Content study groups
 - Professional book reviews
 - Action research
 - Designing & implementing staff presentations
 - Analysis of student work
 - Student Teacher supervision or Cooperating Teacher to a Student Teacher

2. **Mentoring** The number of hours of professional development supporting the induction and mentoring of the novice teacher.
 - Mentor meetings
 - Mentor training
 - Collaborative learning with other mentors

3. **Workshops or conferences** The number of hours of participation in one-day or short-term professional development provided by LEAs, ISDs, higher education institutions, regional Math/Science Centers, professional organizations, etc.
 - Summer academies
 - Pre school-year professional development
 - Blood-borne pathogen training
 - Curriculum training
 - NCA committee work
 - Technology training
 - MI-Climb training
 - Paraprofessional training
 - MLPP training
 - New teacher workshops
 - New developments in MEAP assessment
 - Title I information sessions
 - National, state, or regional association conferences such as those provided by Michigan Education Association, National Art Education Association, Michigan Association of School Administrators, etc.

4. **Coursework** The number of hours of professional development acquired through continuing education courses taken for credit at an institution of higher education.
 - This category may occur anywhere but to qualify, college/university credit must be given.

5. **Highly Qualified Status** Professional development specifically for the purpose of attaining *Highly Qualified Status*.
 - This could be any type of professional development acquired at any location; however, to fall into this category, the educator must be participating in this professional development in order to earn designation as *Highly Qualified*.

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

Appendix H

Letters of Agreement/Contract Openers

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

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

A “Letter of Agreement” dated January 11, 2010 authorizing the deduction of two (2) furlough days from SEA contract employees. The SEA agrees to two (2) furlough days during the 2009-2010 school year (February 16 and May 5). The furlough days will impact the following employees of SPS: SEA Contract Members, as well as Rolfe Timmerman, Liz Broderick, Tim Travis, Dan Wilson and Teya Lober. This equates to two (2) daily rates of pay for every SEA employee and administrators to be prorated from paychecks.

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