

MASTER AGREEMENT

between

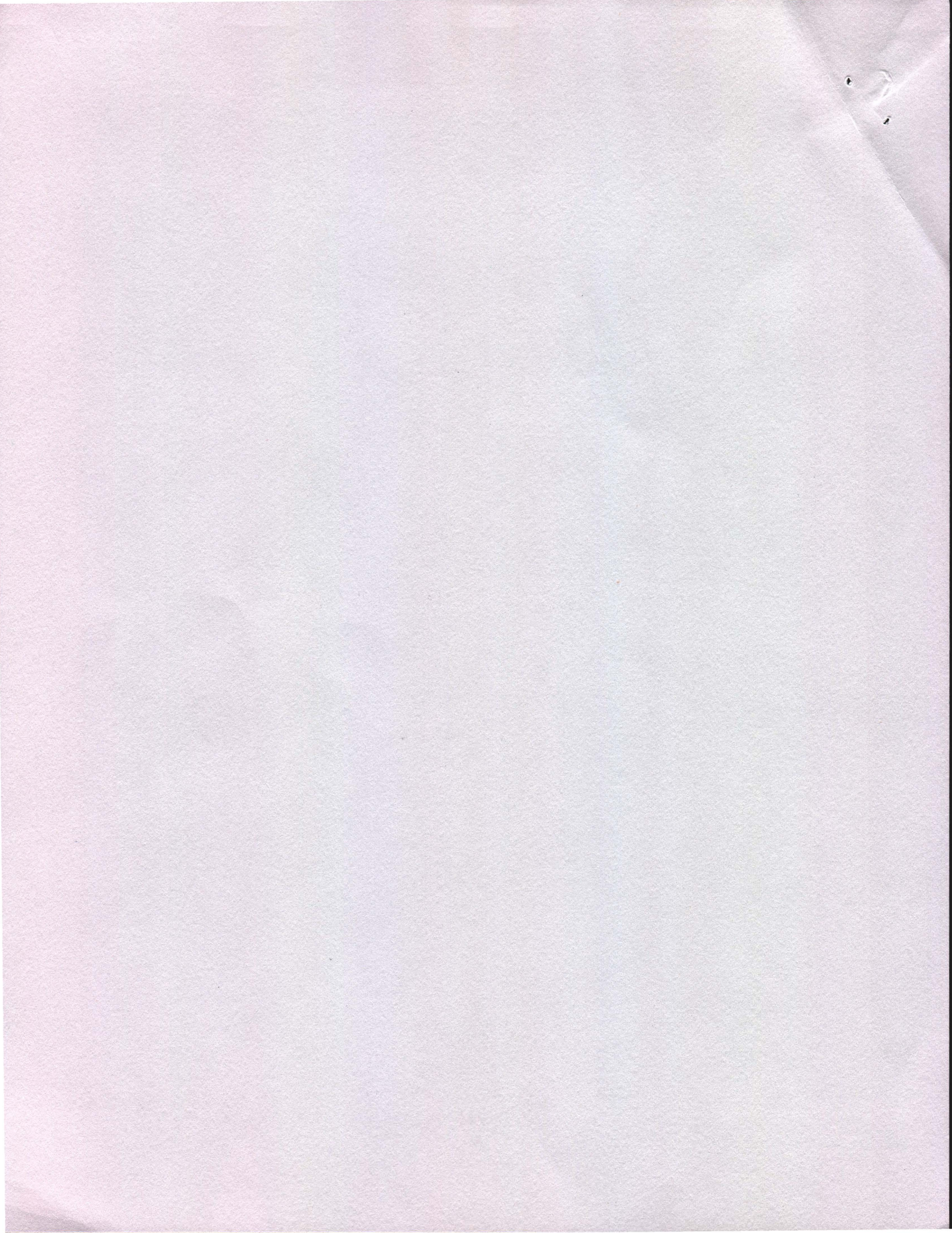
SAUGATUCK PUBLIC SCHOOLS

and

SAUGATUCK TEACHERS ASSOCIATION

1997-1999

Saugatuck Public Schools



THIS AGREEMENT, entered into this 21st day of APRIL, 1997, by and between the **SAUGATUCK PUBLIC SCHOOL DISTRICT** (hereinafter called the "**Board**") and the **SAUGATUCK TEACHERS ASSOCIATION** (hereinafter called the "**Association**").

The signatories shall be the sole parties to this agreement.

ARTICLE I
PURPOSE AND INTENT

1.1 WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel 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 II
RECOGNITION

- 2.1 The Board hereby recognizes the Association as the sole and exclusive bargaining representative for "personnel including personnel on tenure, probation, on leave, classroom teachers, guidance counselors, and librarians, but excluding all administrative and/or supervisory personnel (superintendent, principals, and their assistants, and guidance director) 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 the 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 teachers organization other than the Association for the duration of this Agreement.

ARTICLE III
BOARD RIGHTS

- 3.1 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 aides 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.
- 3.2. 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 IV

TEACHER RIGHTS AND ASSOCIATION RIGHTS

- 4.1 Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have according to the Michigan General School Laws and Michigan Teacher Tenure Acts or applicable Civil Service Laws and regulations.
- 4.2 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 teachers or which may be necessary for the Association to process any grievance or complaint.
- 4.3 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, 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 mail boxes or posted must be signed.
- 4.4 The Private and personal life of any teacher is not within the area of appropriate concern of attention of the Board, provided it does not interfere with the educational process.
- 4.5 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

ARTICLE IV, 4.5 CONTINUED:

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:

- a. 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.
- b. 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.
- c. 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 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.
- d. 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 teacher. 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 teachers employed by the Saugatuck School District before July 1, 1981.

ARTICLE IV, 4.5 CONTINUED:

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.

ARTICLE IV, 4.5 CONTINUED:

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.

ARTICLE IV, 4.5 CONTINUED:

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 save 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.

ARTICLE V
EVALUATION OF TEACHERS

- 5.1 The evaluation of the performance of each teacher in the school system is the responsibility of the administration. In such evaluations, all monitoring or observations of teachers shall be conducted openly.
- 5.2 Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be apprised in specific terms of the teacher evaluation process and shall be given a copy of the evaluation instrument.
1. A probationary teacher's building administrator shall provide the probationary teacher with an Individualized Development Plan (IDP) containing: instructional and performance goals; plans for professional development; evaluation standards and procedures; and other matters relevant to the teacher's growth and performance. The probationary teacher shall be consulted in the formulation of the IDP and shall sign a statement on the IDP attesting to that involvement and acknowledging receipt of the IDP.
 2. 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 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.

ARTICLE V CONTINUED:

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

- A. Every effort will be made to match a probationary teacher with a Mentor who works in the same building.
- B. Mentor Teachers will be assigned only one (1) mentee at a time, unless the Mentor agrees to take more than one at the request of the administration. 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.
- C. The administration has the right to assign a Mentor Teacher from the ranks of retired professionals or college professionals in the event where no one on the staff will willingly serve or where there isn't a staff member with the same certification as the probationary teacher.
- D. 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.

5.3 Evaluations shall only be conducted by a building principal, assistant principal, or other qualified administrator as designated by the Board of Education. Each formal evaluation of the teacher's job performance shall be based on at least two (2) classroom observations of at least thirty (30) minutes duration.

A pre-observation and/or post-observation conference may be requested by the teacher and/or the administrator.

5.4 The performance of all teachers shall be evaluated in writing as follows:

- 1. Probationary teachers shall be evaluated in writing at least two (2) times each year; once on or before December 1 and again on or before April 15. The two observations supporting the final yearly evaluation shall be at least sixty (60) calendar days apart, unless otherwise agreed in writing between the probationary teacher and the administration. Where a probationary teacher begins employment on or after October 1, the foregoing dates shall be adjusted to reflect the "anniversary" date method of defining the evaluation cycle.

ARTICLE V CONTINUED:

An evaluation conference will be held within ten (10) school days after the final observation supporting an evaluation to review the job performance of the probationary teachers.

2. Tenure teachers shall be evaluated in writing at least once every three (3) years. An evaluation conference will be held with each tenure teacher within ten (10) school days after the final observation supporting an evaluation to review his/her job performance.

The initial tenure teachers' evaluation will be completed prior to the end of the first semester. Additional evaluations may be made throughout the remainder of the school year. Evaluations are not to be made within two (2) school days of a holiday or break.

- 5.5 Two (2) copies of the written evaluation shall be submitted to the teacher at the evaluation conference, one to be signed and returned to the administration and the other one to be retained by the teacher. If any areas on the evaluation form indicate a need for improvement or are marked unsatisfactory, recommendations must be made for correction of the weakness. If a tenure teacher receives rating of "need for improvements" or "unsatisfactory", he/she shall be placed on an Individualized Development Plan (IDP) with the objective of performance remediation. The tenure teacher shall be consulted in the formulation of the IDP and shall sign a statement on the IDP attesting to that involvement and acknowledging receipt of the IDP.

The IDP will contain performance objectives, suggestions for improvement and a designation of the forms of assistance to be provided by the administration or other sources. The evaluating administrator and teacher shall be responsible for implementing the IDP. The IDP shall specify a time interval for desired performance remediation, not to exceed two (2) semesters.

ARTICLE V CONTINUED:

- 5.6 A teacher who disagrees with an evaluation shall submit a written response within fifteen (15) days. This written response shall be attached to all copies of that evaluation.
- 5.7 A teacher will, in the presence of an administrator, have the right to review the contents of all records of the district pertaining to said teacher originating after original employment, and to have a representative of the Association accompany him/her in such review, if desired.
- 5.8 No tenure teacher shall be disciplined, reprimanded, reduced in rank or compensation, or dismissed without just and reasonable cause. No adverse materials in the teacher's personnel file, or normal complaints against the teacher 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 teacher at the time the administration or Board became aware of the occurrence and the teacher has been afforded the opportunity to respond within ten (10) calendar days to such materials or complaints.
- 5.9 The evaluation instrument used for the formal evaluation must be one approved by a committee of three district administrators and the four officers of the S.T.A. In the absence of approval from this Committee, the most recently approved instrument shall be utilized.

ARTICLE VI
TEACHING HOURS

- 6.1 All elementary teachers 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 year will consist of not less than 1,041 instructional hours for 1997-98 and 1,047 instructional hours for 1998-99.
- 6.2 All secondary teachers 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 five (5) 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 year will consist of not less than 1,041 instructional hours for 1997-98 and not less than 1,047 instructional hours for 1998-99.
- 6.3 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 multiaged classes, and teachers who voluntarily accept independent study students in one of their regular classes.

ARTICLE VI, TEACHING HOURS (CONTINUED):

- 6.4 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.

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.

- 6.5 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.

- 6.6 Staff Meetings: Before or after school meetings at which the attendance of all teachers is required shall not exceed one hour in length. The administration may schedule up to three 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 three meeting limit.

ARTICLE VI CONTINUED:

- 6.7 Emergency School Closing: "School Closing Days" 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 teachers will remain on duty until dismissed by the Administration.

ARTICLE VII
SCHOOL CALENDAR

- 7.1 The SCHOOL CALENDAR shall be as set forth in Appendix F. Any deviation therefrom shall be by mutual consent.
- 7.2 Staff records days may include one and one-half hours of staff meetings during the first one and one-half hours of the school day.

ARTICLE VIII
ASSIGNMENTS AND PLACEMENTS

- 8.1 All teachers shall be given written notice of their schedules for the forthcoming year no later than the last day of school. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted with at their request.
- 8.2 In the event a teaching vacancy occurs that requires hiring a new teacher in the district, that vacancy will be posted internally for a period of two weeks. All internal applicants who have the required certification and qualifications for that position will be granted an interview. If no internal candidates are selected, each will be notified prior to the position being posted for external candidates.
- 8.3 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 teachers' 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.
- 8.4 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.

Teachers at the secondary level who voluntarily accept an extra class will be compensated by release from other responsibilities or by additional pay at the hourly rate of 1/180th of the teacher's yearly salary.

ARTICLE IX
REDUCTIONS IN PERSONNEL

9.1 In the event of a general cutback or reduction of teachers through layoff from employment, the following procedures will be utilized:

1. Specially-certified and/or non-certified teachers in the specific positions being reduced or eliminated will be laid off first, provided there are fully qualified, fully-certified teachers to replace and perform all of the duties of the laid-off teachers.
2. If reduction is still necessary, then probationary teachers in the specific positions being reduced or eliminated will be laid off, provided there are fully-qualified, fully-certificated teachers to replace and perform all the duties of the laid-off teachers.
3. If reduction is still necessary, then teachers in the specific position being reduced or eliminated will be laid off in accordance with the following factors which are listed in descending order of priority; certification and qualifications. In the event the foregoing factors are equal, seniority shall be the determining factor.

(a) Definitions:

Certification: Shall be defined as holding all certificates, endorsement, licenses and/or approvals required by law and Michigan Department of Education regulation to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, and/or approvals with the Board. The certification status of a teacher on file with the School District shall be considered conclusive for all purposes under this Agreement.

The teacher shall provide written notice to the Board and Association of any change to his/her certificates, endorsements, licenses, or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon. The teacher shall further notify the Board and Association, in writing, in the event that he/she petitions the State Board of Education for nullification or limitation of his certificate, one or more endorsements thereon or a grade level certification appearing on the certificate.

ARTICLE VI CONTINUED:

9.1 3. (a) Qualifications:

- (1) For positions at the elementary levels, the teacher must possess elementary certification. For positions in the special areas of music, art, and physical education, the teacher must possess specific certification in the subject(s) to be taught.
- (2) For positions at the High School level (grades 9-12), the teacher must hold a major or minor in the subject area of his/her assignment, provided that North Central standards must also be satisfied for each area at the teacher's assignment. North Central standards pertaining to required academic preparations shall be as set forth in the NCA Policies and Standards for the Accreditation of Secondary Schools.
- (3) For positions at the Junior High School (grades 7-8), the teacher must meet applicable North Central standards pertaining to required academic preparations for the subjects to be taught.
- (4) Teachers must possess the qualifications set forth in the applications or grants for any federally or state funded programs to be eligible to teach in those programs.
- (5) Special Education teachers shall be deemed to be qualified if they are certified or approved (as is applicable) for the position.

The certification and qualification of a teacher to be laid off shall be the certification and qualifications on file with the Board at the time the notice of layoff is sent. The certification and qualification of a teacher to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notification of recall from layoff is sent. It is the teacher's duty to make sure the Board's records are correct and to notify the Board, in writing, of any inaccuracies or changes.

ARTICLE IX CONTINUED:

Seniority:

- (1) For the purposes of this Article, "seniority" is defined to mean the amount of time an individual is continuously employed with the Saugatuck Public School District. Beginning with the 1994-95 school year, part-time employees who teach less than one-half time shall be granted one-half year seniority; part-time employees teaching one-half time or more shall accumulate seniority to the same extent as full-time employees. An employee on authorized leave shall not accrue seniority but shall be deemed to be continuously employed for purposes of this Article. An employee shall lose seniority upon separation from the District. "Seniority" shall be measured from the person's first working day. If there are ties in seniority pursuant to the latter criterion, ties shall be broken by the date the employee has signed the initial individual contract. If ties in seniority still exist, the ties shall be broken by the drawing of lots.
- (2) Any person transferred from a teaching position to an administrative position, who shall later return to teaching, shall be entitled to seniority equivalent to that which would have accrued had the person been continuously in a teaching position.
- (3) Administrators (superintendent, building principals, director of guidance) who have not transferred from teaching positions, but who were hired initially as administrators, shall accrue seniority to the same extent as individuals in teaching positions.

9.2 After a reduction of teachers, as outlined above, if there are teaching positions that become vacant, laid-off teachers who are certified, qualified, and available will be given the first opportunity to fill such positions. In the event two or more available teachers are certified and qualified, seniority shall be the determining factor.

9.3 The Association will be notified of the contemplated reduction before layoff notices are distributed to the teachers. The Association will be allowed ten (10) days from the date of notice to discuss the lay-off with the District. The ten (10) day time limit shall not serve to prevent the Board from acting in a timely manner. Teachers being laid-off shall receive a thirty (30) calendar day notice in writing.

ARTICLE IX CONTINUED:

- 9.4 In the event that reductions in personnel are contemplated, the Board shall provide the Association with a current seniority list no later than thirty (30) days prior to the issuance of any lay-off notices. A current seniority list issued at the beginning of each semester will meet this criterion.

The Association will review the seniority list for accuracy and notify the Board of any errors or discrepancies within twenty (20) days of the publication of the list. If no notification is received within the latter period, the Board's list shall be considered conclusive. The parties will meet to attempt to resolve any discrepancies in the seniority list. Any remaining dispute(s) will be subject to grievance procedure.

- 9.5 In the event the Association questions the wisdom of the Board as to the specific teachers (1) being laid-off or not being laid-off, or (2) filling vacant teaching positions (as set forth above) or not filling such positions, the Board will set forth in writing to the teacher and the Association its reasons for its action. It is understood, however, that the Association's request for this information is reasonable, timely, and intended in good faith.

- 9.6 Recall:

Teachers 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.

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

ARTICLE IX, 9.6 CONTINUED:

3. Probationary teachers 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 teachers 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.

ARTICLE X
GRIEVANCE PROCEDURE

- 10.1 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 teacher.
 - (2) The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
 - (3) Any matter involving the written content of teachers' 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).
- 10.2 The Association shall designate one (1) representative per building to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or designated representative to act at Level Two as hereinafter described.
- 10.3 The term "days" as used herein shall mean days in which school is in session.
- 10.4 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.

ARTICLE X, GRIEVANCE PROCEDURE 10.4 CONTINUED:

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.

- 10.5 LEVEL ONE - A teacher and/or the Association believing a violation of the expressed provisions of this contract exists shall, within five (5) days of the date of its alleged violation or within five (5) days of the time the teacher 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 three (3) days of the discussion, the teacher and/or the Association shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

- 10.6 LEVEL TWO - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One. Within five (5) days of receipt of the grievance, the Superintendent or his 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 five (5) days of the discussion the Superintendent or designated agent shall render his 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 office.

ARTICLE X, GRIEVANCE PROCEDURE CONTINUED:

- 10.7 LEVEL THREE - Upon proper application as specified in Level Two, a hearing shall be held within ten (10) days between the Board and teacher and/or his/her Association representative. Not later than fifteen (15) 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 fifteen (15) days of the hearing, or the decision is unsatisfactory to the Association, the Association has fifteen (15) days in which to file for arbitration.
- 10.8 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

- 10.9 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.

ARTICLE X, GRIEVANCE PROCEDURE CONTINUED:

- 10.10 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.
- 10.11 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.
- 10.12 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.
- 10.13 The arbitrator shall have no power to interpret State or Federal law.
- 10.14 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.
- 10.15 The arbitrator shall not award punitive damages.

MISCELLANEOUS

- 10.16 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 teachers, the grievance may be processed at the appropriate level.

ARTICLE X, GRIEVANCE PROCEDURE CONTINUED:

- 10.17 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.
- 10.18 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.
- 10.19 Forms for filing and processing grievances shall be designed by the Superintendent and the Association; shall be prepared by the Superintendent; and ample copies shall be provided to the Association Secretary.
- 10.20 Access shall be made to all parties, places, and records of public information necessary for the determination and processing of the grievance.
- 10.21 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.

- 10.22 No individual grievances may be processed beyond Level Three.
- 10.23 The Board and the Association recognize a one (1) year limitation on grievable matters concerning compensation.

ARTICLE XI
PROFESSIONAL NEGOTIATIONS

- 11.1 Negotiations shall commence not later than sixty (60) calendar days prior to the expiration of this Agreement.
- 11.2 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.
- 11.3 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 XII
COMMUNICATIONS

- 12.1 The building principals 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.
- 12.2 The Association shall follow the line/staff authority and chain of command as depicted on the Organizational Chart (2100) in the Board Policies and Procedures adopted March 16, 1986, before meeting with the Board for the purposes of reviewing the administration of the contract and other matters of mutual concern.

ARTICLE XIII
LEAVES OF ABSENCE

13.1 Sick Leave: All full-time teachers shall be granted ten (10) sick days per year, credited to each teacher on the first day of the school year to a maximum of one hundred eighty (180) days. Proof of illness signed by a physician may be required at any time.

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

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

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

1. A teacher may use all or any portion of their sick leave to recover from their own disability or illness.
2. A teacher may use a maximum of ten (10) days for death in the immediate family. For the purpose of this subsection, immediate family is defined as: the teacher's spouse, children, parents or foster parents, parents-in-law, brothers, brothers-in-law, sisters, sisters-in-law, grandparents, and any other person for whose financial or physical care the teacher is principally responsible.
3. The teacher may take a maximum of five (5) day per illness in his/her immediate family; immediate family shall be defined as in number 2 above. Proof of illness, signed by a physician, may be required.

Upon leaving the employment of the school district in the 1997-98 school year, teachers will receive \$26 for each unused sick day. Teachers leaving the employment of the school district in the 1998-99 school year will receive \$26.50 for each unused sick day.

ARTICLE XIII, LEAVES OF ABSENCE CONTINUED:

13.2 Disability Leave:

- (1) A teacher who is unable to work because of personal illness or disability and who has exhausted all accumulated sick leave under Section 13.1 of this Agreement, shall be granted an unpaid leave of absence for the duration of the illness or disability for a period of up to twelve (12) weeks in a twelve (12) month period measured backward from the date the teacher's leave commences (including any leave taken under the Family and Medical Leave Act). This leave may be extended for a period of up to an aggregate period of one (1) year, at the discretion of the Board.
- (2) Teachers 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 teacher 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.

This 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.

- (3) The Board has the right to receive medical certification from the teacher's health care provider regarding the necessity for leave taken under this Article. The teacher will facilitate and cooperate in the furnishing of such information, which shall include:
 - (a) The date the illness or disability commenced and the health care provider's best medical judgment concerning the probable duration of the condition;
 - (b) Diagnosis of the illness or disability;
 - (c) 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);
 - (d) Indication of whether in-patient hospitalization is required; and
 - (e) Either a statement that the teacher is unable to perform work of any kind, or a statement that the teacher is unable to perform the essential functions of the teacher's position, with or without reasonable accommodation.

ARTICLE XIII, LEAVES OF ABSENCE CONTINUED:

- (4) 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 teacher's health provider, the teacher and Board (in consultation with the Association, if requested by the teacher) 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 teacher and the Association. The cost of this examination shall be paid by the Board.
- (5) The Board shall have the right to require recertification during the leave period and medical certification of the teacher's fitness to return to duty at the expiration of the leave period.
- (6) The Board and the teacher 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.
 - (a) If a teacher begins leave under this Article (or otherwise under the Family and Medical Leave Act) more than five (5) weeks before the end of a semester, the Board may require that leave be taken until the conclusion of the semester if the leave is to last at least three (3) weeks and the teacher would return the work during the three (3) week period immediately before the conclusion of the semester.
 - (b) If a teacher begins leave under this Article (other than for the teacher's own serious health condition) during the five (5) week period before the end of a semester, the Board may require that leave be taken until the end of the semester if the teacher would return to work during the two (2) week period immediately before the end of the semester.
 - (c) If a teacher begins leave under this Article (other than for the teacher's own serious health condition) during the three (3) week period before the end of a semester and the leave will last more than five (5) working days, the Board may require the teacher to take leave until the end of the semester.
- (7) Upon return from leave, the teacher shall be restored to either the same position from which leave was taken or to a position for which the teacher is certified and qualified.

Assignment to a position for which the teacher is certified and qualified shall be considered as restoration to an equivalent position for purposes of applying the Family and Medical Leave Act. Restoration may be denied in the event of a reduction in personnel under Article IX of this Agreement.

ARTICLE XIII, LEAVES OF ABSENCE CONTINUED:

- (8) For the purpose of the Family and Medical Leave Act, either a teacher eligible for leave under that law or the Board may substitute accumulated sick leave available to the teacher under Section 13.1 of this Agreement for any unpaid leave due to personal illness or disability taken under Section 13.2 of this Agreement.
- (9) Where a teacher requests intermittent leave or reduced schedule leave for purposes authorized under the Family and Medical Leave Act and would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the Board may require that the teacher:
- (a) take leave for the duration of the planned treatment
- OR
- (b) transfer temporarily to an alternative position for which the teacher is certified and qualified (and which has equivalent pay and benefits) where the temporary transfer would better accommodate the need for recurring leave, in comparison to the teacher's current assignment.
- (10) The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for a teacher who has been granted an unpaid leave of absence for personal illness or disability or otherwise under the Family and Medical Leave Act. If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any age or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within five (5) days of demand.
- (11) The granting of such leave will in no way interfere with previously accumulated seniority or reinstatement. For salary schedule purposes, the teacher will be given credit for a full semester for that partial semester in which the leave commenced.

ARTICLE XIII, LEAVES OF ABSENCE CONTINUED:

- 13.3 Personal Leave Days: Teachers shall be granted two (2) non-cumulative personal days each year, to be deducted from sick days. Teachers in their first three years of employment with the Saugatuck Public Schools will not have their personal days deducted from sick days. Such leave shall be granted at the discretion of the building principal, provided that application is made in writing at least two (2) school days in advance. In case of emergency, exceptions may be granted by arrangement with the building principal. Personal days are meant for personal business that cannot be conducted outside of the school day. Personal days may not be taken the teacher's last work day before or first work day after a vacation period or holiday break. Teachers who have not used more than two (2) combined personal leave days and/or sick leave days in a school year shall be credited with an additional "earned" personal leave day for the following school year. This "earned" day is subject to the same guidelines as personal leave days. There will be no accumulation of "earned" days.
- 13.4 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) teachers 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 their consideration.
- 13.5 Emergency Leave:
1. Leaves of absence for emergencies and other situations which necessitate a teacher'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.
 2. A teacher subpoenaed to give testimony, may be released from teaching duties and may not have such days deducted from sick leave. Said teacher will not receive more than his/her per diem teacher pay.
- 13.6 Jury Duty: Any teacher 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.
- 13.7 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 teacher 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.

ARTICLE XIII, LEAVES OF ABSENCE CONTINUED:

13.8 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. A staff member 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 a staff member on sabbatical leave will be one-half (1/2) of the staff member's base pay. In further accordance with the statute, the Board of Education shall pay the contribution to the Michigan Public School Employees' Retirement System required of the teacher on leave computed on the annual full-time salary rate under which the teacher last received earnings prior to the leave, or a proportionate part of that rate for a partial year of sabbatical leave credit. The above salary and retirement contribution requirements shall not apply where the Board may be required to grant a sabbatical leave to a master teacher in accordance with the requirement of Section 1525 of the School Code or its successor provision.
- (b) While on sabbatical leave, a staff member 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 teacher in accordance with the requirements of Section 1525 of the School Code or its successor provisions.

ARTICLE XIII, LEAVES OF ABSENCE CONTINUED:

- (c) The staff member 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. A staff member 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 staff member. A staff member 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 staff member. A staff member 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 staff member.
- (d) A staff member 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 staff member'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 staff member 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 staff members in the ratio of one for every 25 (plus 1 if the fraction remaining is 13/25 or more) of the total certified staff members. Any sabbatical leaves which the Board is required to grant to a master teacher 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 staff member 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.

ARTICLE XIII, LEAVES OF ABSENCE CONTINUED:

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 staff member 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 staff member 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 give as follows: (1) not more than one from each department; (2) teachers senior in service with the school district over those with shorter service; (3) teachers 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) teachers applying for a year's leave over those applying for a semester's leave.
9. Return to Status: The staff member 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 staff member 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.

ARTICLE XIV

PROFESSIONAL COMPENSATION

- 14.1 Teachers 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 XV

TEACHER AIDES

- 15.1 The Board and the Association realize and recognize the emerging role of para-professionals in the teaching profession. The Board and the Association will work cooperatively toward the development of meaningful guidelines for their utilization. Aides should be employed at the discretion of the Board and shall be assigned by and responsible to the building principal.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- 16.1 Continuity of Operations: The Association and the Board recognize that strikes and other forms of work stoppages by teachers 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, representative, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any teacher take part in, any strike, slowdown, stoppage of work, boycott, picketing, or other interruption of activities in the school system.
- 16.2 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 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.
- 16.3 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.
- 16.4 At the beginning of each school year, the Association shall be credited with five (5) days to be used by the teachers 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 teachers.

ARTICLE XVII

**INCREMENT ADVANCEMENT BASED ON PROFESSIONAL GROWTH
OR LONGEVITY**

17.1 A teacher must have satisfactorily completed 3 semester graduate credits within the last three (3) school years to receive a pay raise or a pay increment. These graduate credits, an equivalent amount of undergraduate credits or *SB-CEU's, must have the prior approval of the Superintendent and Building Principal before the class is taken.

*SB-CEU's are State Superintendent approved inservice/workshop/professional credits equivalent to college semester credit hours when used for state certification renewal (teachers and administrators).

10 contact hours	=	one SB-CEU
30 contact hours	=	one semester hour credit
3 SB-CEU	=	one semester hour credit

17.2 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. All hours must be related to one's own area of teaching assignment or in preparation for a specific future assignment in the district.

Teachers 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.

17.3 Teachers 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 XVIII

DURATION OF AGREEMENT

18.1 THIS AGREEMENT shall become effective as of the first day of July, 1997 and shall continue in effect until the 30th day of June, 1999. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

SIGNATURES

SAUGATUCK TEACHERS ASSOCIATIONS SAUGATUCK BOARD OF EDUCATION

By Gerald Bagierek
President

By [Signature]
President

By Jacque Groenendyk
Secretary

By Kathleen P. Bryce
Secretary

By Gerald Bagierek
Chairperson
Negotiating Committee

By Steven R. Oakley
Member

By Sandra Dhandolph
Member

By Michael R. B...
Member

By [Signature]
Member

By Margaret K. Byrne
Member

APPENDIX A

FRINGE BENEFITS

1. The Board will make premium payments on behalf of the employees and their eligible dependents for Super Care I, effective September 1, 1997.

The Board's contribution for the 1998-1999 school year may increase up to 6% over the 1997-1998 school year. Premium contributions necessary beyond these levels are the responsibility of the employee and payroll deductions will be made therefor.

Employees not selecting Super Care I, Plan A, as shown below, will select Plan B.

PLAN A - For employees needing health insurance

SUPER CARE I

Long Term Disability	66 2/3% \$2,500 maximum 90 calendar days - modified fill Freeze on Offsets Alcoholism/drug addiction 2 year Mental/nervous same as any other illness Primary Only Social Security Freeze
Delta Dental	C 03 (50/50/50: \$1,000)
Negotiated Life	\$10,000 AD&D
Vision	VSP-1

PLAN B - For employees not needing health insurance

Delta Dental	D 004 (60/60/60: \$1,000)
Vision	VSP-2
Negotiated Life	\$20,000 AD&D
Long Term Disability	66 2/3% Same as above

Employees who select Plan B may select options through the insurance carrier, and/or cash, up to the single subscriber rate of Super Care I.

FRINGE BENEFITS CONTINUED:

2. 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.
3. The Board shall provide tuition reimbursement, for tuition expenses incurred, up to the amount of Western Michigan University's tuition rate for three (3) 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.

APPENDIX B

PAYROLL

1. Payroll for the 1997-1998 school year will be based on TWENTY-SEVEN (27) or TWENTY-TWO (22) periods per school year. Payroll for the 1998-1999 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 teacher. The cost of any deduction changes will be assumed by the Board.

2. Provided that the teacher has authorized payroll deductions in writing, the Board will deduct for the following:
 1. Health Insurance
 2. Board Approved Annuities
 3. School Employees' Credit Union (former Allegan County School Employees' Credit Union)
 4. STA Dues
 5. Savings
 6. Other deductions as approved by the superintendent

APPENDIX C
GRIEVANCE REPORT FORM

GRIEVANCE # _____ Sch. Dist. _____

GRIEVANCE REPORT

Building Assignment	Name of Grievant	Date Filed
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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

SALARY SCHEDULE FOR 1998-1999

Base Salary: \$28,851

Step	Index	BA Salary	Index	BA18 Salary	Index	MA Salary	Index	MA15 Salary	Index	MA30 Salary
1	1.000	28,851	1.040	30,005	1.070	30,871	1.110	32,025	1.170	33,756
2	1.050	30,294	1.090	31,448	1.125	32,458	1.165	33,612	1.225	35,343
3	1.100	31,737	1.140	32,891	1.180	34,045	1.220	35,199	1.280	36,930
4	1.150	33,179	1.190	34,333	1.235	35,631	1.275	36,786	1.335	38,517
5	1.200	34,622	1.240	35,776	1.290	37,218	1.330	38,372	1.390	40,103
6	1.250	36,064	1.290	37,218	1.345	38,805	1.385	39,959	1.445	41,690
7	1.300	37,507	1.340	38,661	1.400	40,392	1.440	41,546	1.500	43,277
8	1.350	38,949	1.390	40,103	1.455	41,979	1.495	43,133	1.555	44,864
9	1.400	40,392	1.440	41,546	1.510	43,566	1.550	44,720	1.610	46,451
10	1.450	41,834	1.490	42,989	1.565	45,152	1.605	46,306	1.665	48,038
11	1.500	43,277	1.540	44,431	1.620	46,739	1.660	47,893	1.720	49,624
12	1.550	44,720	1.590	45,874	1.675	48,326	1.715	49,480	1.775	51,211
13	1.600	46,162	1.640	47,316	1.730	49,913	1.770	51,067	1.830	52,798

The following adjustment will be given in 1998-99 for those teachers who were already on step 13 during the 1997-98 school year:

BA+18	2,101
MA	1,586
MA+15	1,892
MA+30	1,645

SALARY SCHEDULE FOR 1997-1998

Base Salary: \$28,425

Step	Index	BA Salary	Index	BA18 Salary	Index	MA Salary	Index	MA15 Salary	Index	MA30 Salary
1	1.000	28,425	1.040	29,562	1.070	30,415	1.110	31,552	1.170	33,257
2	1.050	29,846	1.090	30,983	1.125	31,978	1.165	33,115	1.225	34,821
3	1.100	31,268	1.140	32,405	1.180	33,542	1.220	34,679	1.280	36,384
4	1.150	32,689	1.190	33,826	1.235	35,105	1.275	36,242	1.335	37,947
5	1.200	34,110	1.240	35,247	1.290	36,668	1.330	37,805	1.390	39,511
6	1.250	35,531	1.290	36,668	1.345	38,232	1.385	39,369	1.445	41,074
7	1.300	36,953	1.340	38,090	1.400	39,795	1.440	40,932	1.500	42,638
8	1.350	38,374	1.390	39,511	1.455	41,358	1.495	42,495	1.555	44,201
9	1.400	39,795	1.440	40,932	1.510	42,922	1.550	44,059	1.610	45,764
10	1.450	41,216	1.490	42,353	1.565	44,485	1.605	45,622	1.665	47,328
11	1.500	42,638	1.540	43,775	1.620	46,049	1.660	47,186	1.720	48,891
12	1.550	44,059	1.590	45,196	1.675	47,612	1.715	48,749	1.775	50,455
13	1.600	45,480	1.640	46,617	1.730	49,175	1.770	50,312	1.830	52,018

The following adjustment will be given in 1997-98 for those teachers who were already on step 13 during the 1996-97 school year:

BA+18	1,831
MA	1,314
MA+15	1,609
MA+30	1,357

SALARY SCHEDULE FOR 1998-1999

Base Salary: \$28,851

Step	Index	BA Salary	Index	BA18 Salary	Index	MA Salary	Index	MA15 Salary	Index	MA30 Salary
1	1.000	28,851	1.040	30,005	1.070	30,871	1.110	32,025	1.170	33,756
2	1.050	30,294	1.090	31,448	1.125	32,458	1.165	33,612	1.225	35,343
3	1.100	31,737	1.140	32,891	1.180	34,045	1.220	35,199	1.280	36,930
4	1.150	33,179	1.190	34,333	1.235	35,631	1.275	36,786	1.335	38,517
5	1.200	34,622	1.240	35,776	1.290	37,218	1.330	38,372	1.390	40,103
6	1.250	36,064	1.290	37,218	1.345	38,805	1.385	39,959	1.445	41,690
7	1.300	37,507	1.340	38,661	1.400	40,392	1.440	41,546	1.500	43,277
8	1.350	38,949	1.390	40,103	1.455	41,979	1.495	43,133	1.555	44,864
9	1.400	40,392	1.440	41,546	1.510	43,566	1.550	44,720	1.610	46,451
10	1.450	41,834	1.490	42,989	1.565	45,152	1.605	46,306	1.665	48,038
11	1.500	43,277	1.540	44,431	1.620	46,739	1.660	47,893	1.720	49,624
12	1.550	44,720	1.590	45,874	1.675	48,326	1.715	49,480	1.775	51,211
13	1.600	46,162	1.640	47,316	1.730	49,913	1.770	51,067	1.830	52,798

The following adjustment will be given in 1998-99 for those teachers who were already on step 13 during the 1997-98 school year:

BA+18	2,101
MA	1,586
MA+15	1,892
MA+30	1,645

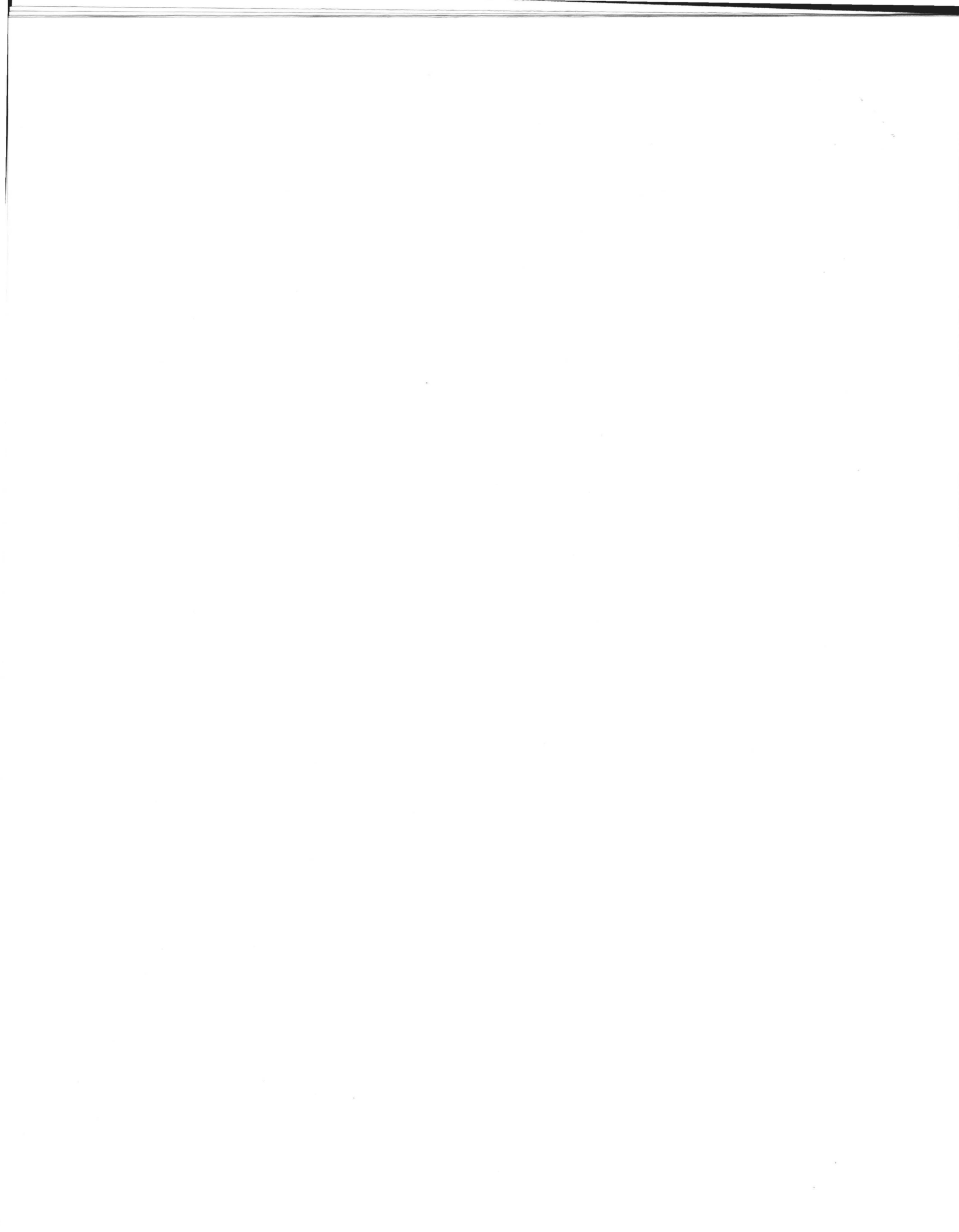
APPENDIX E-1
PAY FOR EXTRA-CURRICULAR ACTIVITIES
ATHLETICS

Athletic Director		20%
<i>Class I</i>	Varsity Football	16%
	Varsity Girls Basketball	16%
	Varsity Boys Basketball	16%
<i>Class II</i>	Assistant Football	11%
	Varsity Volleyball	11%
	JV Girls Basketball	11%
	JV Boys Basketball	11%
	Boys Track	11%
	Girls Track	11%
	Softball	11%
	Baseball	11%
<i>Class III</i>	Golf	8%
	9th Grade Basketball/Volleyball	8%
	JV Baseball	10%
	JV Softball	10%
	JV Volleyball	10%
	JV Football	10%
	Assistant JV Football	8%
	Junior High Athletics	8%
	Cheerleading	8%
	Varsity Assistants	8%

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 teaching.



APPENDIX E-1
PAY FOR EXTRA-CURRICULAR ACTIVITIES
ATHLETICS

Athletic Director		20%
<i>Class I</i>	Varsity Football	16%
	Varsity Girls Basketball	16%
	Varsity Boys Basketball	16%
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	Varsity Volleyball	11%
	JV Girls Basketball	11%
	JV Boys Basketball	11%
	Boys Track	11%
	Girls Track	11%
	Softball	11%
	Baseball	11%
<i>Class III</i>	Golf	8%
	9th Grade Basketball/Volleyball	8%
	JV Baseball	10%
	JV Softball	10%
	JV Volleyball	10%
	JV Football	10%
	Assistant JV Football	8%
	Junior High Athletics	8%
	Cheerleading	8%
	Varsity Assistants	8%

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 teaching.

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

High School Band Director	10%
Junior High Band Director	5%
High School and Junior High Combined	12%
Sixth Grade Band Director	4%
Fifth Grade Band Director	4%
Fifth and Sixth Grade Combined	6%
Pep Band - Football Season	2%
Pep Band - Basketball Season	3%
High School Dramatics	8%
High School Yearbook	4%
High School Newspaper (if separate from yearbook)	3%
NCA Coordinator (for final year of the cycle)	2%

<u>Driver Education:</u>	<u>Summer of 1997</u>	<u>1998</u>
Classroom (PER HOUR)	\$21.25	\$21.70
Roadwork (PER HOUR)	\$20.00	\$20.45
 <u>Summer Curriculum Work:</u>		
In-school hours	\$18.25	\$18.60

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 teaching.

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

Class Sponsors:

Senior Sponsor	4%
Junior Sponsor	3%
Sophomore Sponsor	2%
Freshman Sponsor	2%
Eighth Grade Sponsor	2%
Seventh Grade Sponsor	2%

Other:

Forensics	4%
H.S. Student Council	3%
Quiz Bowl	3%
OM Coordinator	3%
Clubs (authorized)	2%
H.S. National Honor Society	2%
Junior Honor Society	2%

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

<u>Example</u>	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 teaching.

APPENDIX F-1

1997 - 1998 CALENDAR

August 21	Staff Orientation
August 25	First 1/2 Day for Students
August 26	First Full Day for Students
September 1	Labor Day
November 5-6	Parent-Teacher Conferences
November 7	No School for Teachers
November 27, 28	Thanksgiving Vacation
December 19	Last Full Day Before Winter Break
December 22 - January 2	Winter Break
January 5	First Day After Winter Break
March 4-5	Parent-Teacher Conferences
March 6	No School for Teachers
April 6-10	Spring Break
May 25	Memorial Day
June 3	Last Day of School

185 Teacher Days

APPENDIX F-2
1998 - 1999 CALENDAR

August 27	Staff Orientation
August 31	First 1/2 Day for Students
September 1	First Full Day for Students
September 7	Labor Day
TBA	Parent-Teacher Conferences
TBA	No School for Teachers
November 26, 27	Thanksgiving Vacation
December 18	Last Full Day Before Winter Break
December 21 - January 1	Winter Break
January 4	First Day After Winter Break
TBA	Parent-Teacher Conferences
TBA	No School for Teachers
April 5-9	Spring Break
May 31	Memorial Day
June 9	Last Day of School

185 Teacher Days

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