

AGREEMENT

between the

SPRING LAKE BOARD OF EDUCATION

and the

**SPRING LAKE EDUCATION ASSOCIATION,
MEA/NEA**

MARCH 5, 2015 – AUGUST 15, 2018

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NO.</u>
	Agreement	1
I	Recognition.....	1
II	Board Rights	1
III	Teacher Rights	2
IV	Association Rights	2
	A. Joining the Association.....	2
	B. Article Reinstatement	2
	C. Request for Public Information.....	3
	D. Access to Facilities	3
V	Vacancies and Transfers	3
	A. Vacancies	3
	1. Definitions.....	3
	2. Posting.....	3
	3. Filling Vacancies.....	4
	B. Transfers	4
VI	Paid Leave.....	5
	A. Personal Time Off (PTO) Days	5
	1. Proportional Days Granted.....	5
	2. PTO Accumulation.....	5
	3. Annual PTO Days	5
	4. Part-time Teacher	5
	5. Converting Part-time PTO Days to Full-time	5
	6. “Act of God” Day.....	5
	7. Uses Pursuant to –	
	a. Personal Illness of the Teacher	5
	b. Personal Business	5
	c. Holiday/Vacation Periods	5
	d. Maternity Leave.....	5
	e. Paternity Leave	5
	f. Maternity/Paternity Leave for Adoption.....	6
	g. Death or Illness in the Family.....	6
	h. Worker’s Compensation	6
	B. Sick Leave Bank	6
	C. Jury Duty	7
	D. Association Leave.....	7
VII	Unpaid Leave.....	8
	A. Uses Pursuant to –	
	1. Preparation for Child or Child Care Leave	8
	2. Serious Family Health Conditions	8
	3. Sick Leave.....	8
	4. Family and Medical Leave Act	9
	5. Military Leave	9
	6. Political Leave.....	9

	7.	Sabbatical Leave	9
	8.	Emergency Leave.....	9
	9.	“Act of God” day.....	9
	B.	Return from FMLA Leave.....	10
VIII		Protection of Teachers	10
	A.	Board Support.....	10
	B.	Student discipline.....	10
	C.	Children in need.....	10
	D.	Assault	10
	E.	Legal counsel	10
	F.	Formal complaints	10
	G.	Liability.....	10
	H.	Discipline.....	10
	I.	Teacher injury	10
	J.	Providing File Information To Third Parties	11
IX		Negotiation Procedure	11
	A.	Negotiable matters	11
	B.	Bargaining for a successor agreement	11
	C.	Mediation.....	11
	D.	Tentative agreements–ratification.....	11
	E.	Meetings	11
X		Grievance Procedures	12
	A.	Definitions	12
	B.	Purpose	12
	C.	Structure.....	12
	D.	Procedure	13
	E.	Rights to Representation	14
	F.	Miscellaneous	14
XI		Professional Study Committees	15
XII		Teacher Evaluation	16
	A.	Copies of Personnel File Documents	16
	B.	Right to Association Representative.....	16
	C.	Teacher’s response.....	16
XIII		Conditions of Services	17
	A.	Teaching Hours.....	17
	B.	Teaching Assignments.....	17
		1. Elementary and Intermediate.....	17
		2. Middle School	17
		3. High School.....	18
		4. Lunch Period	18
		5. Class-Size Limits.....	18
		6. Teaching Assignments and Schedules	19
		7. Major or Minor Assignment.....	19
		8. Special Certificates.....	19
	C.	Teacher Duties	19
		1. Meetings	19
		2. School Activities Conducted Off School Grounds.....	20

	3.	Teacher Records/Parent-Teacher Conferences	20
	4.	Part-Time Teachers	20
	5.	Specialist Teachers	20
	6.	Department Heads	20
	7.	Inservice/Professional Development	20
	8.	Schedule B	20
	D.	Teachers' Lounge	21
	E.	School Calendar	21
	F.	Conference Attendance	21
XIV		Insurance Protection	21
	A.	Plan A Protection	21
	B.	Plan B Protection	21
	C.	Part-time teachers	22
	D.	Major Medical Premium Co-Pay	22
	E.	Non-Medical Premium Co-Pay	24
	F.	Continuation of Benefits – Unpaid sick leave	24
	G.	Board insurance premiums	24
	H.	Liability/property damage insurance	24
	I.	Death or Layoff	24
XV		Compensation	24
	A.	Economic Agreement School Years 2014-2018	24
	B.	Reference to Appendices A and B	25
	C.	New or Incoming Teachers	25
	D.	Part-time Teachers	25
	E.	Shared-Building, Full-Time Teachers	25
	F.	Teaching An Extra Section	26
	G.	Advancement On The Salary Schedule	26
		1. Experience credit	26
		2. Credit Accumulation	26
	H.	Salary Reduction	27
	I.	Paycheck schedule	27
	J.	Compensatory time	28
	K.	Teaching on preparation period	28
	L.	Reimbursement of Costs for Certificates	28
	M.	Reimbursement of Costs for Prof. Development, Tuition, etc.	28
XVI		Reduction of Certified Personnel	29
	A.		
		1. Seniority List	29
		2. Definitions	29
		a. Certification	29
		b. Qualifications	29
		c. Seniority	29
	B.	Notice of Layoff	30
	C.	Precedence Over Individual Contracts	30
XVII		Miscellaneous	30
	A.	Credit Union, Banks, and Annuity	30
	B.	Student Teacher Program	31
	C.	Resignation of Teacher	31
	D.	Retirement	31

<u>ARTICLE</u>	<u>PAGE NO.</u>
E. School Counselors	31
F. Use of Substitutes	32
G. School Calendar/“Act of God” Days	32
XVIII Retirement Benefit	32
A. Requirements	32
B. Benefits	33
XIX Severability	33
XX School Improvement.....	33
XXI Mentor Teachers	33
A. Assignment of Mentors.....	33
B. Assignment procedure	34
C. Release time.....	34
D. Evaluation/discipline exclusions.....	34
XXII Special Education	34
A. Obtaining records, evaluation, diagnosis, IEP	34
B. IEP/IEPT	34
C. Special Education, ESL, and Special Needs	35
D. Health and Safety.....	35
E. Medical Procedures.....	35
XXIII Duration of Agreement	36
 <u>APPENDIX</u>	
A 2013-2014 Salary Schedule (included to figure 2014-15 and 2015-16 salaries)	37
2016-2018 Salary Schedule	38
Column Shifts	39
B Extra Pay for Extra Duties	40
C 2014-2015 School Calendar.....	44
2015-2016 School Calendar.....	45
D Grievance Report	46
E Additional Retirement Contributions Payroll Authorization	47
F Letter of Agreement – Senior Civics Lecture Class	48
G Letter of Agreement – Teaching Less Than 268 Minutes	49
H Letter of Agreement – Ann Henke (working hours).....	50
I Articles for Individuals Not Subject to the Michigan Teacher Tenure Act.	51
J Class Size Limits	54

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

ARTICLE I

RECOGNITION

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

ARTICLE II

BOARD RIGHTS

- A. The Board, on its own behalf, and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities and staff.
 2. To hire all teachers and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, and to promote, discipline, and transfer all such employees.
 3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
 5. To determine class schedules and the hours of instruction, the duties, responsibilities, and assignments of teachers with respect thereto, and with respect to administrative and non-teaching activities, the terms and conditions of employment.

- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III

TEACHER RIGHTS

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

ARTICLE IV

ASSOCIATION RIGHTS

A. JOINING THE ASSOCIATION

Teachers shall either elect to join the Association and pay the periodic (S.L.E.A., M.E.A., N.E.A.) dues, or teachers may elect not to join the Association and not pay dues.

B. ARTICLE REINSTATEMENT

Portions of this Article have been removed in compliance with PA 349 of 2012. If a court or agency of competent jurisdiction determines that all or part of PA 349 of 2012 is found to be legally invalid during the life of this agreement, the parties agree that Article IV (as

written prior to this successor agreement) shall be reinstated. To the extent only a part or portion of PA 349 of 2012 is determined to be illegal, the remaining portions of this article that were removed shall remain in effect.

C. REQUEST FOR PUBLIC INFORMATION

The Board agrees to furnish to the Association in response to written requests all public information.

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

ARTICLE V

VACANCIES AND TRANSFERS

A. VACANCIES

1. DEFINITIONS

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

2. POSTING

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

3. FILLING VACANCIES

- a. Vacancies will not be filled less than seven (7) days from date of mailing.
- b. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without disruption to the existing instructional program. If the superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant.

B. TRANSFERS

The reason for any non-requested transfer shall be explained to the teacher involved and, upon request, to Association representatives.

ARTICLE VI

PAID LEAVE

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

- f. *Maternity/Paternity Leave for Adoption.* Upon the adoption of a child, a teacher may opt to use up to 15 consecutive accrued PTO days. This entire leave must occur within 15 weeks of the date of the adoption. Sick bank days may only be utilized per Article VI (B).
- g. *Death or illness of a teacher's immediate family member.* Such leave in any year may not exceed 10 days per year per immediate family member.
 - i. Immediate family member is defined as parent, brother, sister, husband, wife, son, daughter, grandparent, or person with whom one has had an association similar to family ties.
 - ii. The Board may require a doctor's statement attesting to the illness in the immediate family of an employee who is absent for such illness for more than 5 consecutive days.
 - iii. In the event a teacher's immediate family member suffers a catastrophic or serious illness or injury, the superintendent may grant the teacher use of more than 10 paid leave days in an amount the superintendent deems appropriate.
- h. In case of an injury caused by his/her employment, a teacher will be paid under terms of the Michigan Worker's Compensation Act. Additionally, the Board will pay the difference between the teacher's regular teaching salary and the allowance paid by Worker's Compensation with a prorated deduction from the teacher's accumulated paid leave time. For example, if Worker's Compensation pays two-thirds of the teacher's salary per day, then the remaining one-third will be paid by using one-third of a paid leave day for each day of disability under this paragraph).

B. Sick Leave Bank

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

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

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

- 2. A doctor's disability order may be required when applying for sick leave bank days.

3. Sick leave bank days will be capped at ten (10) days per individual in a seven (7) year period.
4. Catastrophic/Serious Illness or Injury, or other Devastating Event that requires more than ten (10) days will be considered by the SLEA and the Superintendent on an individual basis.
5. Use of such paid sick leave shall be in accordance with the paid sick leave provisions of Article VI, Paragraph B-1 of this Agreement; and such sick leave may not be used if the teacher has satisfied the waiting period of any LTD insurance provided under this Agreement.

C. JURY DUTY

Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who is asked to testify in any arbitration or fact-finding will be paid his/her full salary for such time spent on jury duty or giving testimony less any money received from such services not including travel allowances or reimbursement of expenses. The days spent on jury duty or those spent under subpoena for any judicial or administrative duty will not be deducted from annual leave days.

D. ASSOCIATION LEAVE

At the beginning of each school year, the Association will be provided with a total of 15 days to be used by Association officers or designated agents of the Association at the discretion of the Association. Up to 10 additional days will be available each school year for teachers that are MEA Board of Directors members.

1. The Association will reimburse the Board for all days used at the then current daily substitute-teacher rate.
2. The Association must notify the superintendent 2 days in advance of the use of such leave.
3. Unused days will not cumulate.

ARTICLE VII

UNPAID LEAVE

A. Unpaid leave is subject to the following provisions and conditions:

1. Preparation For Child Or Child Care Leave

Except for periods of physical disability as specified in Article VI(A)(7)(c-e), a request by a teacher for leave before or after birth of a child or adoption of a child or foster care will be handled under this section of the contract.

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

2. Serious Family Health Conditions

Upon written request, unpaid leaves of absence will be granted for a period of up to 12 weeks for the serious health condition of the teacher's spouse, child, or parent.

- a. Paid health insurance, identical to that received by the teacher prior to the leave, will continue for the duration of the leave up to 12 weeks inclusive.
- b. Whenever practicable, the teacher will provide the Board at least 30 calendar days written notice of the request for the leave. It will include the reason for the request, the expected beginning date, and the expected ending date.

3. Sick Leave

A teacher who has exhausted his/her PTO due to the teacher's disability will be placed on an unpaid leave for the duration of the disability up to 5 years.

- a. The Board may require a statement by qualified medical personnel selected by the teacher to substantiate the claim of disability.
- b. At the request of the superintendent, a teacher on an unpaid leave of absence must confirm that he/she wants to continue on his/her unpaid leave of absence due to his/her disability as well as the estimated date of return to work.
- c. In the event that the teacher is unable to communicate the above information, it is expected that the teacher's family will communicate with the school district. The Association will assist the superintendent in these situations upon the request of the superintendent.

- d. In any case involving a claimed work-related disability, the Board maintains its statutorily granted rights to medical certification of the claimed disability by qualified medical personnel selected by the District.

4. Family and Medical Leave Act

In all respects, FMLA leaves of absence under this article will be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 and its published regulations.

- a. When medically necessary, leave to care for a family member or for the teacher's own serious health condition may be taken on an intermittent or reduced work schedule.
- b. The district may require a medical certification to support a leave for family medical reasons which must include a statement indicating that the teacher's presence is necessary or would be beneficial for the care of the family member.
- c. Such leaves will be unpaid, except as covered by any paid benefit. At the teacher's request, accrued but unused paid leave days will be substituted for unpaid leave as authorized in Article VI.
- d. For purposes of determining eligibility for a leave subject to the Family and Medical Leave Act, the district will utilize a rolling 12 month period whereby each time a teacher takes family and medical leave, the remaining leave entitlement will be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

5. Military Leave

Military leave of absence will be granted to any teacher who is inducted or enlists for military duty to any branch of the armed forces of the United States. Teachers on military leave will be given the benefit of any unscheduled pay increases and sick leave allowances up to a 2 year maximum which would have been credited to them had he/she remained in active service with the school system.

6. Political Leave

The Board will grant a leave of absence without pay to any tenured teacher to campaign for, or serve in, a public office provided such leave may not exceed 2 years in length and provided further that, if the leave is for part of a school year, a suitable replacement is available.

7. Sabbatical Leave

The Board acknowledges that tenured teachers may apply for sabbatical leave according to the school code.

8. Emergency Leave

The Board may grant upon request leave of absence without pay for situations not specifically covered by contract.

9. Act Of God Day

Whenever an "Act of God" day occurs on a day that a teacher has been granted unpaid leave, that day will be forgiven, that is, not counted toward the number of unpaid leave days granted.

- B. Upon return from an FMLA leave that is less than one (1) year in duration, a teacher shall be returned to the position he/she held immediately prior to the leave.

ARTICLE VIII

PROTECTION OF TEACHERS

- A. The Board will give strong administrative support and physical and legal protection for each teacher during his/her hours of employment, as it relates to learning and discipline both in the classroom and the performance of other duties, provided the behavior of the teacher is in accord with the school code and Board policies.
- B. The parties hereby emphasize the importance of discipline, and the administration and Board of Education shall support reasonable measures to enforce the same. When a teacher refers a student to the office and/or administration for disciplinary reasons, the teacher shall verbally and/or in writing inform the school office or administration of the appropriate information and any suggestions. Teachers shall not routinely be required to fill out any written disciplinary referral forms; however, teachers will provide additional written information upon request.
- C. The building administrator shall diligently pursue all legal means available for obtaining school records, a prompt evaluation, diagnosis and/or IEP for any child in need.
- D. In case of assault on a teacher, the Board will provide legal counsel, upon request, to advise the teacher of his/her rights and to handle the matter in court, if necessary.
- E. The Board will provide legal counsel to defend a teacher against complaints which might arise against properly conducted disciplinary action by the teacher to a student.
- F. Any formal complaint directed to the administration by a parent shall be promptly made known to the teacher. A formal complaint would be in the form of a letter, a telephone call, an appearance at a Board meeting, or a personal appearance at school. If a parent requests that the information not be divulged to the teacher, the request will be honored, but any information obtained in this manner will not be placed in the permanent record file.
- G. Teachers are expected to exercise reasonable care with respect to the safety of students and property but shall not be individually liable, except in case of gross negligence or neglect of duty, for any damage or loss to person or property.
- H. No teacher shall be suspended, discharged, or otherwise disciplined for a reason that is arbitrary or capricious.
- I. In case of assault on a teacher during the course of assigned duties resulting in disabling injury, the teacher shall be paid by the Board an amount in addition to Worker's Compensation such that the total will equal the teacher's normal earnings until the end of the disability or a one-year period, whichever is sooner. Likewise, the Board shall assume such reasonable hospital and medical expenses as are incurred by the teacher, and are not paid by insurance or under terms of law. In cases of assault, and in accordance with Worker's Compensation Laws, sick leave days will not be deducted from a teacher's accumulated sick leave days after the eighth day.

J. Providing File Information To Third Parties

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

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

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

ARTICLE IX

NEGOTIATION PROCEDURE

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

ARTICLE X

GRIEVANCE PROCEDURES

A. Definitions

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

B. Purpose

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

C. Structure

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

D. Procedure

Step One.

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

Step Two.

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

Step Three.

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

Step Four.

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

Step Five.

In the event the grievance is not resolved satisfactorily at Step Four, the Association will submit a demand for arbitration within thirty (30) regularly scheduled working days after receipt of the Personnel Committee's answer through the following process:

- a. The Association may by written notice to the Superintendent submit the grievance to arbitration.

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

The arbitrator shall not hold power to rule on:

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

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

E. RIGHTS TO REPRESENTATION

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

F. MISCELLANEOUS

- 1. A grievance may be withdrawn at any level without prejudice. However, if in the judgment of the Association representative of the P.R.& R. Committee, the grievance affects a group of teachers, the P.R.& R. Committee may process the grievance at the appropriate level.
- 2. The grievance discussed and the decision rendered at Step One shall be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing, and shall promptly be transmitted to all parties of interest.

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

ARTICLE XI

PROFESSIONAL STUDY COMMITTEES

The Board and the Association recognize that the school instructional program and related matters need continuing study and improvements. Therefore, the parties shall cooperate in ongoing study to assist the Board in bringing about desirable changes and innovations in teaching methods and techniques, class composition, all areas of curriculum, and other phases of the instructional program.

It is further agreed that the teachers in accordance with past practice will continue to serve on committees for the purpose of reviewing, revising, updating, and amending current curricula; and reviewing, selecting, and recommending textbooks and teaching equipment. The teachers will also be consulted in regard to specifications and needs with respect to modifying existing buildings or designing new structures.

The foregoing committees shall serve as advisory, consultative, and fact-finding bodies only; and the failure of the Board to adopt any of the recommended subjects shall not constitute the basis of a grievance. The Board agrees, however, that the Association and teachers shall have the right

to submit their recommendations on these subjects, and the Board agrees to review and study the same. These recommendations, after careful study, will be accepted or rejected. If the Board accepts the recommendations of a committee, they shall be initiated the following school year

A Curriculum Advisory Council of ten members shall be established, with five members appointed by the president of the Association and four members appointed by the Board, and the superintendent of schools or his/her designated representative, who shall act as chairperson. The first meeting of this Curriculum Advisory Council will be held in September. The duties of this council shall be as follows:

1. To select the membership of all committees, permanent, or ad hoc, whichever may be required.
2. To determine areas to be studied by these committees.
3. To aid these committees in setting up a schedule for meetings and deadlines for reports.
4. To receive and carefully review the written reports from these committees.
5. To assist these committees in their reports to both the Board and the Association.

ARTICLE XII

TEACHER EVALUATION

- A. Each teacher will receive a copy of all communications, including evaluation reports, commendations, and validated complaints which are to be inserted into his/her personnel file. Additional copies of such items will be made available upon request of the teacher.
- B. Any time, a teacher, at his/her request, may have present a representative of the Association when he/she meets with an administrator. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- C. The teacher shall have the right to attach a written statement to any evaluation explaining the teacher's perspective of the evaluation.

ARTICLE XIII

CONDITIONS OF SERVICES

A. TEACHING HOURS

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

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

Kindergarten through sixth grade student day will consist of at least a 30-minute lunch.
 - b. Middle School Student Day

The middle school (grades 7-8) student day will be the hours of 7:50 a.m. through 2:45 p.m. inclusive.

The middle school (grades 7-8) student day schedule will consist of six core class periods of 57 minutes, one homeroom period of 18 minutes, a 30-minute lunch, and a 5-minute passing time between periods.
 - c. High School Student Day

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

The high school student day schedule will consist of five periods ranging from 72-77 minutes, a 30-minute lunch period and a 6-minute passing time between periods.

B. TEACHING ASSIGNMENTS

1. Elementary and Intermediate Teachers
 - a. Kindergarten through sixth grade teachers will be provided at least 50 consecutive minutes of planning time per full day of school. Additionally, kindergarten through fourth grade teachers will be provided one 15-minute relief period each day.
 - b. Specialists will receive a comparable amount of preparation time.
2. Middle School Teachers
 - a. Middle school teachers will be provided at least one class period (currently 57 minutes) of planning time per full day of school.

- b. The basic teaching schedules for grades 7-8 secondary teachers will consist of five classes, one homeroom period, and a planning period.

3. High School Teachers

- a. High school teachers will be provided at least one class period (currently 72-77 minutes) of planning time per full day of school.
- b. Basic teaching schedules for grades 9-12 secondary teachers will consist of four classes and a planning period.
- c. Preps: Secondary teachers will not be required to teach more than two subject areas (Math, English, P.E., Science, Music, Languages, etc.) nor more than a total of three teaching preparations at any one time. In the subject areas of Life Skills, Technology Education, Physical Education, and Music, four preparations may be required. Two preparations mean two periods of different subjects; such as Algebra I and Algebra II, French and Spanish, 7th grade English and 8th grade English, etc. The limits on the number of preparations above may be exceeded with the consent of the affected teacher or in order to avoid part-time teaching assignments.

4. All teachers will be entitled to a duty-free lunch period of no less than 30 consecutive minutes. If there is an exception to this policy it will be mutually agreed to by the teacher and the building principal.

5. Class-Size Limits – All Levels (SUPERSEDED FOR THE 2015-2016 AND 2016-2017 SCHOOL YEARS BY APPENDIX J)

- a. To ensure high quality of education and because the pupil-teacher ratio is an important aspect of effective educational programs, it is agreed that the following class-size limits will be used, exceptions as noted:
 - i. K-2 No individual class will exceed 27 students;
 - ii. 3-12 No individual class will exceed 30 students;
 - iii. No individual vocal-music class will exceed 60 students;
 - iv. Band will be exempt from the class-size limits,
 - v. No individual P.E. or ACT Prep class will exceed 35 students.
- b. Violations of the above class size maximums of student attendance will result in the following compensation to the teacher:

K-6 – An amount equal to \$15.00 per student in excess of the maximum multiplied by the number of scheduled days in the term, per the District calendar.

7-12 – An amount equal to \$3.00 per student in excess of the maximum multiplied by the number of scheduled days in the term, per the District calendar.

- c. Administration will attempt to limit the number of students with an individual education plan (IEP) or 504 plan to no more than two per regular education class or course. In the event that the number of students with an IEP in a regular education class or course exceeds two (2), each additional student with an IEP or 504 plan will count as 1.5 when class size is established. Exceptions to this method of computing teacher-student ratio will be any student supported in the class by a parapro, elementary specials, secondary physical education, and vocal

music courses. If a teacher feels that he or she has an inordinate number of special needs students and is in need of assistance, he or she may ask the Building Oversight Committee to review the situation and make adjustments to the class size as it deems necessary. The Building Oversight Committee will include three teachers appointed by SLEA and no more than three representatives from the Board, including the Director of Special Education and the building principal.

- d. Class size limits may be waived in an individual class by mutual written agreement between the individual teacher and the SLEA designee and the building administrator; provided that no waiver shall serve as a precedent in any way.

6. TEACHING ASSIGNMENTS AND SCHEDULES

All teachers will be given written notice of their assignments and schedules for the forthcoming year no later than the preceding first day of June. In the event that changes in such items are proposed, all teachers affected will be notified promptly and consulted. In no event will changes in teachers' assignments and schedules be made later than August 1 preceding the start of the school year unless an emergency situation requires a change.

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

7. Teachers will not be assigned outside the scope of their teaching certificates, their major or their minor (if deemed to be highly qualified in their minor as required by law). A teacher showing competency in a field other than his/her major or minor outside the CORE subject areas as determined by state or federal law may, by mutual agreement with the administration, teach this subject in the middle school.
8. The Board of Education will attempt to employ all new teachers for a regular teaching assignment who have a bachelor's degree from an accredited college or university. The employment of teachers holding special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials, and the Association will be notified in each instance.

C. TEACHER DUTIES

1. Meetings

Teachers are expected to attend all professional meetings unless excused. Professional meetings will be held on Mondays. The first Monday of the month (that is a scheduled work day) will be reserved for building-principal meetings. The fourth Monday of each month will be reserved for Association meetings. Other Mondays that are scheduled work days may be scheduled for curriculum, grade level, or other special committee meetings as determined by the building principals. The meetings will not exceed one (1) hour in length.

2. School Activities Conducted Off School Grounds

Teacher participation in school activities conducted off school grounds can only be required by the district when such activities have been approved by either the Board of Education or the superintendent and occur entirely within the regularly scheduled student day. Other than activities described above, teacher participation in activities off school grounds will be voluntary.

3. Teacher Records/Parent-Teacher Conferences

a. Records Days –At least one day will be provided at the end of each trimester for the completion of teacher records. On these days, students will be excused from attendance. These records days may be divided into two half-day sessions with the agreement of the Association.

b. Parent-Teacher Conferences - Parent-Teacher conferences will be scheduled during the first two trimesters, with teachers participating in conference or conference-related activities, i.e. calling parents of students who are not doing well. Each building principal and a designated Professional Negotiation (PN) team representative will determine a mutually-agreed-to schedule that best fits the needs of the particular building level. In exchange for the nine hours of conference time, teachers will be released from nine school-day hours. The school calendar shall reflect this exchange.

4. Part-Time Teachers

All part-time teachers will be required to attend Monday teacher meetings, at the discretion of the building administrator, and to participate fully in parent conferences and inservice days.

5. Specialists Teachers

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

6. Department Chairpersons

Chairpersons will be appointed by the respective building principal for a period of one year. The Principals may schedule meetings with the chairpersons at such times as he/she deems necessary.

7. Inservice/Professional Development Programs

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

8. Schedule B

Duties which are beyond the description in this article and which are in excess of the basic professional responsibility will be compensated in accordance with Appendix B.

D. TEACHERS' LOUNGE

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

E. SCHOOL CALENDAR

The school year is determined by the calendar listed as Appendix C.

F. CONFERENCE ATTENDANCE

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

ARTICLE XIV

INSURANCE PROTECTION

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

Plan A

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

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

Plan B

Major Medical	None
Life Insurance	Reliance Standard Insurance Company – \$35,000; Life and AD&D, and waiver of premiums
Vision	NVA; look alike
Dental	A.D.N. – Self-Funded; 80:80:80:80 – \$2,000 Annual Max, \$1,700 Lifetime Max

Long-Term Disability Reliance Standard Insurance Company – Two-thirds of teacher’s salary, begin after 90 calendar days
\$350/month Cash-in-lieu of major medical
Employees may choose to keep the \$350 per month as additional wages or select a tax sheltered annuity through a Section 125 Plan. Employees choosing the cash-in-lieu of health insurance benefit under the District’s Section 125 Plan may thereafter elect to have the cash contributed to a tax deferred annuity.

C. PART-TIME TEACHERS

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

1. For teachers half-time or more, the Board shall pay the applicable premium for Plan B, including the monthly annuity amount, or the applicable premium for Plan A with Self-only health coverage. If a half-time or more teacher elects Plan A with Full Family or Self & Spouse or Self & Children health coverage, the teacher shall pay, by payroll deduction, an amount equal to the applicable monthly premium (Full Family or Self & Spouse, etc.) times the quantity of 1 minus the teacher's fractional FTE (as calculated in Article XV (G)). : (e.g., a 0.6 FTE teacher enrolled for Full Family would pay an amount equal to 0.4 of the Full Family premium rate).
2. For teachers less than half-time, the Board shall pay the applicable premium for Plan B, including one-half of the monthly annuity amount or, if the teacher elects Plan A, the teacher shall pay, by payroll deduction, an amount equal to the applicable monthly premium (Full Family or Self & Spouse, etc.) times the quantity of 1 minus the teacher's fractional FTE (as calculated in Article XV (G)).: (e.g., a 0.3 FTE teacher enrolled for Full Family would pay an amount equal to 0.7 of the Full Family premium rate).

D. MAJOR MEDICAL PREMIUM CO-PAY

For eligible and participating full-time employees, the Board’s contribution toward the cost of group health insurance coverage, including premiums and other Board payments or contributions relating to such coverage, will be the so-called “hard cap” levels at the maximum amount prescribed in the Publicly Funded Health Insurance Contribution Act (Act 152 of 2011; MCL 15.561-569), as the same may be amended from time to time. The annual employer-paid amounts will automatically adjust each plan year (July 1) to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act. The annual employer-paid amounts will automatically adjust to reflect any amendments or changes to the Publicly Funded Health Insurance Contribution Act.

For eligible and participating part-time employees, the Board’s contribution toward the cost of such coverage shall be pro-rated based on the employee’s part-time status in relation to full-time status.

The participating employee will pay required employee contributions by payroll deduction on a pre-tax basis through a Section 125 Plan.

In contract year 2017-18, if the Fund Balance Percentage (FBP)*, as published in the 2017 external audit, falls below 8%, then the district may require each employee to contribute up to an additional \$390.00 toward their insurance premium for the 2017-18 contract year. The required amount will be pro-rated based on the employee’s part-time

status in relation to full-time status, and calculated and deducted on a per pay basis beginning with the first pay after publication of the district’s annual external audit. *FBP = ((Assigned Fund Balance + Unassigned Fund Balance) ÷ (Total Expenditures))

The Board Finance Committee and SLEA representatives will meet twice annually to review the District’s financial health: in June (of 2015, 2016, and 2017) prior to the District adopting its Annual General Fund Budget; and in the fall (of 2015, 2016, and 2017) with the external auditors prior to the presentation to the Board of Education to review the final FBP and other findings.

The Board will determine each employee's annual contribution toward their major medical premium according to the following calculations:

Teachers' Total Obligation (TTO) = District's total cost for MESSA Choices II premium (sum total of each member's cost) *minus* Board's total obligation under Hard Cap (see above)

Single subscriber contribution (SSC) = $TTO / (SS + 2(2P + FF))$

SS = total number of Single Subscribers

2P = total number of 2-Person Subscribers

FF = total number of Full Family Subscribers

<u>Teacher's Insurance Status</u>	<u>Employee's Contribution</u>
Single	SSC
Two Person and Full Family	2 x SSC

The Board will recalculate each member’s annual contribution toward his/her medical premium two times per year, once in January and again at the conclusion of the following enrollment period. That recalculation will take into account any change in the census (i.e. changes to members’ coverage as described below).

Should a member move from Single to 2-Person or Full Family or from Full Family to 2-Person, that member will pay the increased premium amount until the next recalculation (January) or until the end of the insurance year, whichever occurs first.

Should a member move from 2-Person to Full Family or Single or Full Family to Single, that member will continue to pay the original contribution until the next recalculation (January) or until the end of the insurance year, whichever occurs first.

The annual employer paid amounts shall automatically adjust each plan year (July 1) to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act. The annual employer paid amounts shall also automatically adjust to reflect any amendments or changes to the Publicly Funded Health Insurance Contribution Act. If there are any changes to the Publicly Funded Health Insurance Contribution Act the Association reserves the right to notify the District that “smoothing” is no longer necessary.

E. NON-MEDICAL PREMIUM CO-PAY

The teacher will pay through payroll deduction ten percent (10%) of the Plan A non-medical or Plan B premium.

F. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned fringe benefits shall continue throughout the balance of the insurance year (through August inclusive).

G. The Board shall make payment of insurance premiums for each employee to assure insurance coverage for the full 12-month period commencing September 1 and ending August 31. Necessary premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where cost of coverage exceeds amount of subsidy, the Board shall make provision for the excess to be deductible. If an employee terminates his/her employment for reasons other than illness or pregnancy prior to June, his/her subsidy shall terminate on the first of the month following.

H. The Board shall provide, without cost to the teachers, public liability and property damage insurance to cover happenings arising from their employment with the schools. The amount of said insurance to be carried shall be determined annually by the Board, and current practice shall be the minimum amount of coverage. The liability of the Board shall be limited to the prompt payment of agreed premiums.

I. In the event an employee dies or is laid off during insurance year, applicable premiums and coverage through MESSA shall be maintained by the Board for the duration of the insurance year.

ARTICLE XV

COMPENSATION

A. Economic Agreement School Years 2014-2018

The Spring Lake Education Association and the Spring Lake Board of Education, hereby agree to the following economic compensation for a new contract covering the 2014-2018 school years.

1. 2014-15: The salary schedule will reflect no change from the 2013-14 salary schedule. Teachers will remain on the same step they were on in 2013-14.
 - Teachers who fulfilled the requirements for column advancement in the 2014-15 school year will be placed on their new column as of the date of ratification of this master agreement.
2. 2015-16: The salary schedule will reflect no change from the 2014-15 salary schedule. Teachers will remain on the same step they were on in 2014-15. Each teacher will receive an increase in salary of \$810.00 pro-rated by their Full-Time Equivalent (FTE) status (for example, a teacher working an FTE of 0.8 would receive a \$648.00 increase = \$810.00 x 0.8)

3. 2016-17: The salary schedule will change to new salary schedule as described in Appendix A. Teachers will “drop-in” to the new schedule at the column that reflects their education level and the row that contains the salary that is nearest to and more than their salary in 2014-15, PLUS one step. (For example, a teacher who was paid at MA step 8.5 in 2014-15 was earning \$62,879. In 2016-17 that teacher would move to MA step 16 in the new salary schedule.)
 4. 2017-18: All teachers will increase one step, pro-rated per their FTE.
 5. Teachers earning an end-of-year, overall evaluation of highly effective or effective for each of the school years 2014-15, 2015-16, 2016-17, and 2017-18, will receive \$100 in a lump sum payment on the first pay date of June.
- B. The salaries of teachers covered by this Agreement for work outlined in Article XIII are set forth in Appendix A (Salary Schedule) which is attached to and made a part of this Agreement. A list of extra duties and the extra compensation comprises Appendix B, which also is made a part of this Agreement. It is the Board's opinion that Appendices A and B cover all of the expected duties to be assigned to teachers under this Agreement. Should assignments beyond the scope of the aforementioned become necessary, the rate of compensation will be negotiated.
- C. New or incoming teachers
1. New or incoming teachers hired for a normal classroom without extra-curricular duties may not be offered any other compensation than those listed in Appendix A, except as may be specifically agreed to between the PN Committee and the superintendent of schools.
 2. An incoming teacher may be given credit for salary schedule placement for all outside teaching experience up to and including eleven (11) years on the salary index. (Seniority is provided for in Article XVII, A-6c.)
- D. Part-time teachers will be placed on the salary schedule as any other incoming teacher. Teachers hired and/or employed as part-time teachers (less than 1 FTE) and working less than the full student day will have their part-time percentage calculated as follows:
1. Elementary, Intermediate, and Shared-Building part-time teachers - The total number of scheduled student-contact minutes per day divided by 304 (an average total minutes a full-time teacher teaches during a regular school day).
 2. Middle School teachers - The number of assigned classes/study halls/duties divided by 5 (the number of classes taught by a full-time middle teacher).
 3. High School teachers - The number of assigned classes/study halls/duties divided by 4 (the number of classes taught by a full-time high school teacher).
- Compensation for planning time (same proration as salary proration) is included in the above salary proration for part-time teachers.
- E. Shared-Building, Full-Time Teachers hired or employed as full-time teachers (1 FTE). Full-time secondary (7-12) and shared-building teachers will be scheduled for 268 to 305 minutes. Middle school and shared building teachers’ proportions of full-time shall be determined as follows: Typically, teachers at the secondary level and those who teach in more than one building will not be scheduled for less than 268 minutes or more than 305 minutes of teaching time per day. If they are scheduled for less than 268 minutes or more than 305 minutes per day in any trimester, they shall receive a reduction or addition in remuneration based on the following: \$66.76/minute.

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

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

F. Teaching An Extra Section

Teachers that accept an extra teaching assignment in excess of a full-time status, for example teach during their planning time, will receive 7.5% of their salary per trimester for each section/class they teach in that given trimester.

G. Advancement On The Salary Schedule

1. Experience credit will be awarded as follows:

- a. No experience credit if the percentage of day worked is 25% or less until 2 years have been worked, at which point in time one-half year experience will be earned.
- b. One-half year experience credit if the *percentage of day* worked is 26% to 74%.
- c. One year experience credit if the *percentage of day* worked is 75% or greater.
- d. No experience credit if the *number of days* worked during the school year is 45 or less.
- e. One-half year experience credit if the *number of days* worked during the school year is more than 45 and less than 136.
- f. One year experience credit if the *number of days* worked during the school year is 136 or more.
- g. "Days worked" will include student and non-student attendance days and will be computed on the basis of equivalent full time days.
- h. For the purposes of this section, days on a paid leave of absence will count as days worked.
- i. Salary adjustments for teachers who receive one-half step will be reflected by a blended salary the following year. (e.g. a teacher on step 5 who receives one-half step will be paid a salary the following year at the rate that is calculated at 5.5 steps).

2. Credit accumulation for advancement on the salary schedule will be made according to the following schedule and procedure:

- a. Schedule: Teachers will present the superintendent with verification of the successful class completion and the grade awarded. Salary will be adjusted as follows:
 - i. If the Superintendent receives such verification on or after April 1, but prior to September 1, the teacher's salary will be adjusted at the beginning of the successive school year.
 - ii. If the class is completed and the grade awarded prior to September 1 and the Superintendent receives verification prior

to November 15, the teacher's salary will be adjusted retroactively to the beginning of that school year.

iii. If the class is completed and the grade awarded prior to February 1 and the Superintendent receives verification prior to April 1, the teacher's salary will be adjusted retroactively to the midpoint of that school year.

- BA+18 – Teachers will be advanced on the salary schedule when they have earned eighteen (18) or more semester hours of graduate credit.
- MA – Teachers will be advanced on the salary schedule when they have earned a master's degree.
- MA+30 – Teachers will be advanced on the salary schedule when they have earned thirty (30) graduate semester hours beyond the master's degree. These hours should be in a planned program leading toward an additional master's degree or specialist's degree or other courses that have previously been approved by the superintendent.

b. Procedure: Credits that have been approved for reimbursement do not necessarily qualify as being approved for salary schedule advancement. In order to apply a consistent and reasonable standard to advancement on the salary schedule, it is necessary that credits earned outside a planned Master's or Specialist's Degree program (non-planned program credits) be approved for salary schedule advancement based on all of the following criteria:

- i. Credits are earned from an accredited institution.
- ii. Demonstrated an appropriate level of rigor and sophistication (via course syllabi or other documentation).
- iii. In advance of registering for the course, a completed "Advance Approval of Non-Degreed Program Credits" form has been submitted with all required documentation and approved.

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

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

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

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

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

K. A teacher agreeing to cover a class on his/her preparation period shall be paid twenty dollars (\$20.00) per class period.

L. Reimbursement Of Costs For Certificates

The District shall reimburse each teacher for all costs and/or fees assessed for one renewal per five years up to a maximum of four renewals of any teaching certificate issued by the Michigan Department of Education. This provision will be enforced starting with the first renewal dated on or after July 1, 2011.

M. Reimbursement Of Costs For Professional Development, Tuition, Educational Improvement

During the first six years of employment as a Provisionally Certified teacher, the Board will reimburse the teacher for the cost of three graduate credits per year at the published rate that Grand Valley State University charges for graduate level coursework for the actual cost of tuition, text, and course supplies incurred by the teacher. As long as the law allows Michigan teachers to utilize District Provided Professional Development (DPPD) for the purpose of Professional and Occupational certificate renewal, the Board shall not reimburse teachers for the cost of tuition, text, and course supplies beyond the first six years of employment as a Provisionally Certified teacher. Otherwise, the Board will reimburse all other teachers, including those who have moved from Provisional Certification, to Professional Certification for the cost of six credits per five years at the published rate that Grand Valley State University charges for graduate level coursework for the actual cost of tuition, text, and course supplies incurred by the teacher. The Board will not reimburse the cost of transportation, room or board, nor will it reimburse the cost of that portion of course costs covered under the fellowship grants, scholarship grants, and other reimbursed programs.

In order to qualify the following conditions must be met:

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

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

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

The Board, at its discretion, may allot all or part of this educational benefit to teachers holding a continuing certificate for non-academic, non-credit activities which it judges to be professionally or educationally enriching. A teacher seeking to gain approval for

such an activity must submit to the superintendent in writing a detailed explanation of the activity and its anticipated value. Reimbursement for an approved activity will be subject to the conditions outlined above and proof that the activity has been satisfactorily completed. Any materials resulting from such an activity would become the property of the media center.

ARTICLE XVI

REDUCTION OF CERTIFIED PERSONNEL

- A. The Board and the Association recognize the possibility that the financial condition and/or enrollment of the Spring Lake Schools at a given time could necessitate a reduction of certified personnel. The parties also recognize that such determinations are within the exclusive discretion of the Board.
1. The Board shall maintain one roster of employees in the bargaining unit. The roster shall reflect the following information: last date of hire; degrees held; certificates held; department, if any; transferred credit years allowed; tenure status; number of years at Spring Lake and the total years of seniority.
 2. Definitions:
 - a. Certification: Possessing a certificate appropriate to the teaching level.
 - b. Qualifications: Possessing a major or a minor appropriate to the teaching assignment, as well as a sufficient number of credit hours or other requirements in that academic area to meet state and federal standards.
 - c. Seniority: Seniority shall be defined as the total years of service to the Spring Lake School District as determined below. Such service shall not be interrupted except by an approved leave of absence.

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

- 1) New hires in bargaining unit positions shall be placed on the seniority list as of their date of hire.
- 2) All persons placed on the seniority list shall continue on the list until such time as they may resign. Persons who resign and are later reemployed shall be placed on the list from the last date of hire. Approved leaves of absence shall not constitute a resignation.
- 3) Those part-time employees who work less than a half (1/2) day will receive one-half (1/2) year seniority. All other part-time teachers shall receive one (1) full year of seniority.
- 4) The seniority list shall be posted by October 1st. Employees may file objections within thirty (30) calendar days, thereafter, the list shall be final and conclusive for the current school year.

- B. Before official action on a reduction of teachers is taken by the Board of Education, it will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the Board's designee. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association.
- C. The individual contract executed between each teacher and the Board is subject to the terms and conditions of this Article. It is intended that this Article takes precedence over and governs the individual contract, and the individual contract is expressly conditioned upon this Article.

ARTICLE XVII

MISCELLANEOUS

A. Financial Institutions and 403(b) Contributions

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

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

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

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

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

B. Student Teacher Program

Supervisory teachers of student teachers will be tenure teachers possessing a minimum of a bachelor's degree in academic preparation. The assignment of a student teacher will only be made with the voluntary concurrence of the supervisory teacher.

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

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

C. Resignation of Teacher

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

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

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

D. Retirement

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

E. School Counselors

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

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

The Board further recognizes that counselors shall have the flexibility to arrange their schedules to permit their taking part in activities outside the school building which are in the interest of the student. These activities shall include, but not necessarily be limited to,

liaison activities with community and social agencies as part of the referral process, vocational/educational guidance workshops, parental contact, and job and educational placement activities. This shall be done with approval of the principal.

F. Use of Substitutes

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

G. School Calendar/"Act of God" Days

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

ARTICLE XVIII

RETIREMENT BENEFIT

A. Requirements

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

1. Be eligible to retire under the provisions of the Michigan Public School Employees' Retirement System (MPERS).
2. Have the equivalent of at least fifteen (15) years employment in Spring Lake Public Schools as defined by the Michigan Public School Employees' Retirement System.
3. Be an active employee which shall be defined as a teacher who holds seniority, is currently a member of the bargaining unit and is not on an unpaid leave of absence other than an unpaid sick leave of absence.
4. Unless otherwise approved by the school district, should an employee wish to retire during the academic year, one trimester's written notice is required.

B. Benefits

1. The Board will pay seventy-five dollars (\$75) per banked Personal Time Leave day.
2. The Board shall deposit said amount up to the annual maximum possible pursuant to current limitations as a non-elective employer contribution to a 403(b) account designated by the employee.
3. Any amount in excess of the annual allowable maximum will be a non-elective employer contribution to a 403(b) account designated by the employee after January 1 of the following tax year. In the event of a retiree's death, any balance not yet paid will be paid to his/her designated beneficiary.
4. Any tax liability will be borne by the teacher.

ARTICLE XIX

SEVERABILITY

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

ARTICLE XX

SCHOOL IMPROVEMENT

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

ARTICLE XXI

MENTOR TEACHERS

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

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

ARTICLE XXII

SPECIAL EDUCATION

- A. The building administrator shall diligently pursue all legal means available for obtaining school records, a prompt evaluation, diagnosis and/or IEP for any child in need.
- B. Individualized Education Program (IEP) and Individualized Education Program Team (IEPT)
1. Right to Participate. At least one sending and one receiving bargaining unit member who will be providing instructional or other services to a student with disabilities in a general education classroom or special education classroom shall be invited, in writing, to attend the student's IEPT annual/ review meeting.
 2. IEP Information. The District will provide all affected bargaining unit members who will be providing instructional or other services to a student with disabilities with written IEP Accommodations.

C. Special Education, ESL, and Special Needs

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

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

D. Health and Safety

1. Request to Avoid Contact. If a bargaining unit member due to his/her condition, e.g., pregnancy, illness, vulnerable existing condition, or otherwise) would be exposed to a special risk of potential harm if he/she contracted certain communicable diseases, he/she may notify the Employer in writing of such condition(s) and the special risk. The Employer shall keep such notice confidential. Further, the Employer shall notify said bargaining unit member in advance of any situation where a bargaining unit member at risk potentially could have contact with a student or employee with a communicable disease. At the bargaining unit member's request, the Employer will reassign the employee to a similar bargaining unit position with no loss of compensation.

2. Unsafe or Hazardous Conditions. Bargaining unit members shall not be required to work under unsafe or hazardous conditions, or to perform tasks that endanger their health, safety, or well being.

3. Medical Services. Bargaining unit members will not provide medical services or medically related services.

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

ARTICLE XXIII


DURATION OF AGREEMENT

This entire Agreement shall be effective as of March 5, 2015 and shall continue until August 15, 2018.

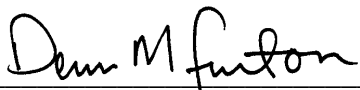
In accordance with the Public Employment Relations Act (PERA), an emergency manager appointed under the local government and school district fiscal accountability act shall be allowed to reject, modify, or terminate the collective bargaining agreement as provided in the Local Financial Stability and Choice Act (Act 436 of 2012).

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

SPRING LAKE
BOARD OF EDUCATION



President



Superintendent

SPRING LAKE
EDUCATION ASSOCIATION, MEA-NEA



Chief Negotiator



President

Note: 2013-14 Salary Schedule is included to figure 2014-15 and 2015-16 salaries.

APPENDIX A
 SPRING LAKE PUBLIC SCHOOLS

2013-2014 TEACHER SALARY SCHEDULE

STEP	BA		BA + 18		MA		MA+15		MA+30	
1.0	1.000	\$41,232	1.030	\$42,469	1.060	\$43,706	1.090	\$44,943	1.120	\$46,180
1.5	1.025	\$42,263	1.055	\$43,500	1.085	\$44,737	1.115	\$45,974	1.145	\$47,211
2.0	1.050	\$43,294	1.080	\$44,531	1.110	\$45,768	1.140	\$47,004	1.170	\$48,241
2.5	1.075	\$44,324	1.105	\$45,561	1.135	\$46,798	1.165	\$48,035	1.195	\$49,272
3.0	1.100	\$45,355	1.130	\$46,592	1.160	\$47,829	1.190	\$49,066	1.220	\$50,303
3.5	1.125	\$46,386	1.155	\$47,623	1.205	\$49,685	1.235	\$50,922	1.265	\$52,158
4.0	1.150	\$47,417	1.180	\$48,654	1.250	\$51,540	1.280	\$52,777	1.310	\$54,014
4.5	1.175	\$48,448	1.205	\$49,685	1.275	\$52,571	1.305	\$53,808	1.335	\$55,045
5.0	1.200	\$49,478	1.230	\$50,715	1.300	\$53,602	1.330	\$54,839	1.360	\$56,076
5.5	1.225	\$50,509	1.255	\$51,746	1.340	\$55,251	1.370	\$56,488	1.400	\$57,725
6.0	1.250	\$51,540	1.280	\$52,777	1.380	\$56,900	1.410	\$58,137	1.440	\$59,374
6.5	1.275	\$52,571	1.305	\$53,808	1.405	\$57,931	1.435	\$59,168	1.465	\$60,405
7.0	1.300	\$53,602	1.330	\$54,839	1.430	\$58,962	1.460	\$60,199	1.490	\$61,436
7.5	1.330	\$54,839	1.360	\$56,076	1.460	\$60,199	1.490	\$61,436	1.520	\$62,673
8.0	1.360	\$56,076	1.390	\$57,312	1.490	\$61,436	1.520	\$62,673	1.550	\$63,910
8.5	1.390	\$57,312	1.420	\$58,549	1.525	\$62,879	1.555	\$64,116	1.585	\$65,353
9.0	1.420	\$58,549	1.450	\$59,786	1.560	\$64,322	1.590	\$65,559	1.620	\$66,796
9.5	1.450	\$59,786	1.480	\$61,023	1.590	\$65,559	1.620	\$66,796	1.650	\$68,033
10.0	1.480	\$61,023	1.510	\$62,260	1.620	\$66,796	1.650	\$68,033	1.680	\$69,270
10.5	1.510	\$62,260	1.540	\$63,497	1.655	\$68,239	1.685	\$69,476	1.720	\$70,919
11.0	1.540	\$63,497	1.570	\$64,734	1.690	\$69,682	1.720	\$70,919	1.760	\$72,568
11.5	1.570	\$64,734	1.600	\$65,971	1.725	\$71,125	1.760	\$72,568	1.805	\$74,424
12.0	1.600	\$65,971	1.630	\$67,208	1.760	\$72,568	1.800	\$74,218	1.850	\$76,279
14.5	1.630	\$67,208	1.660	\$68,445	1.790	\$73,805	1.830	\$75,455	1.880	\$77,516
15.0	1.660	\$68,445	1.690	\$69,682	1.820	\$75,042	1.860	\$76,692	1.910	\$78,753
17.5	1.690	\$69,682	1.720	\$70,919	1.850	\$76,279	1.890	\$77,928	1.940	\$79,990
18.0	1.720	\$70,919	1.750	\$72,156	1.880	\$77,516	1.920	\$79,165	1.970	\$81,227
20.5	1.750	\$72,156	1.780	\$73,393	1.910	\$78,753	1.950	\$80,402	2.000	\$82,464
21.0	1.780	\$73,393	1.810	\$74,630	1.940	\$79,990	1.980	\$81,639	2.030	\$83,701

2013-14 1.25% Increase
 Step Freeze

2014-15 Salary/Step Freeze

2015-16 Step Freeze – \$810 Salary increase (pro-rated by FTE)

APPENDIX A
 SPRING LAKE PUBLIC SCHOOLS
 2016-2018 TEACHER SALARY SCHEDULE

	BA	BA+18	MA	MA+30
	<i>\$950/step</i>	<i>\$1100/step</i>	<i>\$1440/step</i>	<i>\$1470/step</i>
1	41,300	42,500	43,700	46,200
2	42,250	43,600	45,140	47,670
3	43,200	44,700	46,580	49,140
4	44,150	45,800	48,020	50,610
5	45,100	46,900	49,460	52,080
6	46,050	48,000	50,900	53,550
7	47,000	49,100	52,340	55,020
8	47,950	50,200	53,780	56,490
9	48,900	51,300	55,220	57,960
10	49,850	52,400	56,660	59,430
11	50,800	53,500	58,100	60,900
12	51,750	54,600	59,540	62,370
13	52,700	55,700	60,980	63,840
14	53,650	56,800	62,420	65,310
15	54,600	57,900	63,860	66,780
16	55,550	59,000	65,300	68,250
17	56,500	60,100	66,740	69,720
18	57,450	61,200	68,180	71,190
19	58,400	62,300	69,620	72,660
20	59,350	63,400	71,060	74,130
21	60,300	64,500	72,500	75,600
22	61,250	65,600	73,940	77,070
23	62,200	66,700	75,380	78,540
24	63,150	67,800	76,820	80,010
25	64,100	68,900	78,260	81,480
26	65,050	70,000	79,700	82,950
27	66,000	71,100	81,140	84,420
28	66,950	72,200	82,580	85,890
29	67,900	73,300	84,020	87,360
30	68,850	74,400	85,460	88,830

2016-18 See Article XV, A. 3. and A. 4.

APPENDIX A (Cont.)

Column Shifts

Those members in the BA, BA+18, or MA column who have obtained the credits or advanced degree necessary to shift to the next highest column will receive a normal pay level increase in their current column, shift to their new column at the next highest pay level, and will then advance two additional pay levels.

This may mean that the member will be on a numerically lower pay level when they are repositioned into the higher column.

Example: A member in the BA+18 column on pay level 15 (\$57,900) in the 2015/16 school year obtains a master's degree prior to the start of the 2016/17 school year. The member would be:

- | | |
|--|----------|
| 1. Advanced to BA+18, pay level 16 | \$59,000 |
| 2. Repositioned in MA column at pay level 12 | \$59,540 |
| 3. Advanced one pay level to MA 14 | \$62,420 |

APPENDIX B

EXTRA PAY FOR EXTRA DUTIES

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

ATHLETICS (Boys)

Football	Head Varsity	16.0%
	Assistant Varsity (2)	10.0%
	Head Junior Varsity	9.5%
	Assistant Junior Varsity	9.0%
	Head 9th Grade	8.0%
	Assistant 9th Grade	7.0%
	Head 8th Grade	6.5%
	Assistant 8th Grade	6.0%
Basketball	Head Varsity	16.0%
	Junior Varsity	10.0%
	Freshman	8.0%
	8th Grade	6.5%
	7th Grade	6.0%
Swimming	Head Varsity	13.0%
	Assistant Varsity (40 or more athletes required)	6.0%
	Assistant Varsity/Diving	4.0%
	Middle School Co-ed	6.0%
Golf	Head Varsity	10.0%
Wrestling	Head Varsity	13.0%
	Assistant Varsity	8.0%
	Middle School	6.0%
Track	Head Varsity	10.0%
	Assistant Varsity (1)	6.0%
	Middle School Co-ed	6.0%
	Assistant Middle School	5.5%
Cross Country	Head Varsity	8.0%
	B/G Asst. Varsity (60 or more combined athletes required) ...	6.0%
	Middle School Co-ed	6.0%

APPENDIX B (Cont.)

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

ATHLETICS (Girls)

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

APPENDIX B (Cont.)

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

MUSIC PROGRAM

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

ACTIVITIES

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

APPENDIX B (Cont.)

Lunch Supervision	\$350 per trimester
Detention Study Hall.....	\$350 per trimester
Mentor Teacher	\$250 per mentee
Driver Education Teacher 2009-2010	\$23.22/hour
Driver Education Teacher 2010-2011	\$23.57/hour
Elementary Student Council (2 each – Holmes and Jeffers)	2.0%
K-6 Chess Club (1)	2.5%
Elementary Intra-mural – activity program (will be coordinated on a continuing basis by the building principal(s) and interested staff members. Rates of compensation will be mutually agreed to).	

DEPARTMENT CHAIRPERSONS

<u>HS Departments</u>	<u>Compensation</u>
English (Language).....	3.5%
Social Studies.....	3.5%
Mathematics.....	3.5%
Science	3.5%
Fine (Art & Music) and Applied (Business, Life Skills, Technology Education) Arts.....	3.5%
Health & P.E.....	3.5%
Special Ed.	3.5%
Foreign Language	3.5%
 <u>Intermediate/Middle School Departments</u>	
English	3.5%
Social Studies.....	3.5%
Math	3.5%
Science	3.5%
Health & P.E.....	3.5%
Elementary Grade Level Chairs.....	\$500
 Elementary Curriculum Liaison (year of proposal) - Up to 5 per building*	
Guidance	As per extended work contract
Media	As per extended work contract

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

2014-2015 School Calendar

Appendix C

Rev. 1/20/2015

Sep-14		SEPTEMBER	FEBRUARY	Feb-15	
Aug. 26-27	K-12 Professional Dev.	S M T W T F S 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7	2-3	No K-12 Students/Teachers
Sept. 1	Labor Day	31 1 2 3 4 5 6	8 9 10 11 12 13 14		
2	No K-12 Students/Prof. Dev.	7 8 9 10 11 12 13	15 16 17 18 19 20 21		
3	First Day of School Students	14 15 16 17 18 19 20	22 23 24 25 26 27 28	Students	18 Full Days
	Students AM/Staff PD PM Ext.	21 22 23 24 25 26 27		Teachers	18 Full Days
Students	19 Full Days / 1 Half Day	28 29 30			
Teachers	19 Full / 1 Half / 4 PD				
Oct-14		OCTOBER	MARCH	Mar-15	
13-16	K-12 Conferences	S M T W T F S 1 2 3 4	S M T W T F S 1 2 3 4 5 6 7	3	ACT-11th Grade, K-12 Prof. Dev.
17	No K-12 Students/Teachers	5 6 7 8 9 10 11	8 9 10 11 12 13 14	12-13	7-12 Exams AM
Students	22 Full Days	12 13 14 15 16 17 18	15 16 17 18 19 20 21		K-12 Records PM/No Students
Teachers	22 Full Days	19 20 21 22 23 24 25	22 23 24 25 26 27 28	16	Spring Term Begins
		26 27 28 29 30 31	29 30 31	16-20	K-6 Conferences
				Students	19 Full Days/2 Half Days
				Teachers	21 Full Days / 1 PD
Nov-14		NOVEMBER	APRIL	Apr-15	
25-26	7-12 Exams AM	S M T W T F S 1	S M T W T F S 1 2 3 4	3-10	Spring Break
25-26	K-12 Students AM/Records PM	2 3 4 5 6 7 8	5 6 7 8 9 10 11		
27-28	Thanksgiving Break	9 10 11 12 13 14 15	12 13 14 15 16 17 18	Students	16 Full Days
Students	16 Full Days / 2 Half Days	16 17 18 19 20 21 22	19 20 21 22 23 24 25	Teachers	16 Full Days
Teachers	18 Full Days	23 24 25 26 27 28 29	26 27 28 29 30		
		30			
Dec-14		DECEMBER	MAY	May-15	
1	Winter Term Begins	S M T W T F S 1 2 3 4 5 6	S M T W T F S 1 2	25	Memorial Day
22-31	Christmas Break	7 8 9 10 11 12 13	3 4 5 6 7 8 9	31	Graduation
Students	15 Full Days	14 15 16 17 18 19 20	10 11 12 13 14 15 16		
Teachers	15 Full Days	21 22 23 24 25 26 27	17 18 19 20 21 22 23	Students	20 Full Days
		28 29 30 31	24 25 26 27 28 29 30	Teachers	20 Full Days
			31		
Jan-15		JANUARY	JUNE	Jun-15	
1-2	Christmas Break	S M T W T F S 1 2 3	S M T W T F S 1 2 3 4 5 6	4, 5	7-11 Exams AM
5	School Resumes	4 5 6 7 8 9 10	7 8 9 10 11 12 13		K-11 Records PM/No Students PM
26-29	7-12 Conferences	11 12 13 14 15 16 17	14 15 16 17 18 19 20	5	End of 3rd Trimester
30	Students/Staff AM only	18 19 20 21 22 23 24	21 22 23 24 25 26 27	Students	3 Full Days/2 Half Days
Students	19 Full Days / 1 Half Day	25 26 27 28 29 30 31	28 29 30	Teachers	5 Full Days
Teachers	19 Full Days / 1 Half Day				
Total Days		Days/Trimester		Legend	
Students	167 Full / 8 Half	60 1st Trimester			No School K-12 Students/Teachers
Teachers	173 Full / 2 Half / 5 PD	62 2nd Trimester			Full-day Prof. Dev./No Students
		53 3rd Trimester			K-12 Students AM/Records PM
		175			Event - School In Session
		Professional Dev.			Conferences - School In Session
		5 Days			Trimester
					Students AM/Staff PD PM
					Students/Staff AM only

2015-2016 School Calendar

Appendix C

Aug/Sep-15		SEPTEMBER							FEBRUARY							Feb-15	
Aug 17-18	9-12 Professional Dev.	S	M	T	W	T	F	S	S	M	T	W	T	F	S	1-4	7-12 Conferences
Sept. 2	K-12 Professional Dev.			1	2	3	4	5	7	8	9	10	11	12	13	5	Students/Staff AM
7	Labor Day	6	7	8	9	10	11	12	14	15	16	17	18	19	20	8-9	No K-12 Students/Teachers
8	First Day Students/Staff AM	13	14	15	16	17	18	19	21	22	23	24	25	26	27	Students	18 Full Days / 1 Half Day
Students	16 Full Days / 1 Half Day	20	21	22	23	24	25	26	28	29						Teachers	18 Full Days / 1 Half Day
Teachers	17 Full Days / 1 Half Day	27	28	29	30												
	2 - 9-12 Prof. Dev. (August)																
Oct-15		OCTOBER							MARCH							Mar-16	
19-22	K-12 Conferences	S	M	T	W	T	F	S	S	M	T	W	T	F	S	3-4	7-12 Exams AM
23	No K-12 Students/Teachers					1	2	3			1	2	3	4	5		K-12 Records PM/No Students PM
Students	21 Full Days	4	5	6	7	8	9	10	6	7	8	9	10	11	12	7-11	K-6 Conferences
Teachers	21 Full Days	11	12	13	14	15	16	17	13	14	15	16	17	18	19	7	Spring Term Begins
		18	19	20	21	22	23	24	20	21	22	23	24	25	26		
		25	26	27	28	29	30	31	27	28	29	30	31			Students	21 Full Days/2 Half Days
																Teachers	23 Full Days
Nov-15		NOVEMBER							APRIL							Apr-16	
24-25	7-12 Exams AM	S	M	T	W	T	F	S	S	M	T	W	T	F	S	1-8	Spring Break
24-25	K-12 Students AM/Records PM	1	2	3	4	5	6	7						1	2	12	SAT-11th Grade, K-12 Prof. Dev.
26-27	Thanksgiving Break	8	9	10	11	12	13	14	3	4	5	6	7	8	9		No K-10, 12 Students
30	Winter Term Begins	15	16	17	18	19	20	21	10	11	12	13	14	15	16	Students	14 Full Days
Students	17 Full Days / 2 Half Days	22	23	24	25	26	27	28	17	18	19	20	21	22	23	Teachers	15 Full Days
Teachers	19 Full Days	29	30						24	25	26	27	28	29	30		
Dec-15		DECEMBER							MAY							May-16	
21-31	Christmas Break	S	M	T	W	T	F	S	S	M	T	W	T	F	S	30	Memorial Day
				1	2	3	4	5	1	2	3	4	5	6	7		
		6	7	8	9	10	11	12	8	9	10	11	12	13	14	Students	21 Full Days
Students	14 Full Days	13	14	15	16	17	18	19	15	16	17	18	19	20	21	Teachers	21 Full Days
Teachers	14 Full Days	20	21	22	23	24	25	26	22	23	24	25	26	27	28		
		27	28	29	30	31			29	30	31						
Jan-16		JANUARY							JUNE							Jun-16	
1	Christmas Break	S	M	T	W	T	F	S	S	M	T	W	T	F	S	5	Graduation
4	School Resumes						1	2				1	2	3	4	8-9	7-11 Exams AM
		3	4	5	6	7	8	9	5	6	7	8	9	10	11		K-11 Records PM/No Students PM
		10	11	12	13	14	15	16	12	13	14	15	16	17	18	9	End of 3rd Trimester
Students	20 Full Days	17	18	19	20	21	22	23	19	20	21	22	23	24	25	Students	5 Full Days/2 Half Days
Teachers	20 Full Days	24	25	26	27	28	29	30	26	27	28	29	30		Teachers	7 Full Days	
		31															
Total Days									Days/Trimester								No School K-12 Students/Teachers
Students	167 Full / 8 Half								56	1st Trimester					Full-day Prof. Dev./No Students		
Teachers	177 Full/2 Half/2 9-12 PD								58	2nd Trimester					K-12 Students AM/Records PM		
									61	3rd Trimester					K-12 Students/Staff AM		
									175						Graduation		
									Professional Dev.								Conferences - School in Session
									2 Days	K-12							
									2 Days	9-12							
									2 Days	K-8 (CBD)							
															Rev. 7/1/2015		

**APPENDIX D
 SPRING LAKE PUBLIC SCHOOLS
 GRIEVANCE REPORT**

Name of Grievant Assignment of Grievant Date Grievance Occurred Date Filed

GRIEVANCE

Article allegedly violated: Article _____ Section _____

Statement of Grievance:

Relief sought:

Signature of Grievant: _____ Date: _____

Disposition of Grievance:

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

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

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

APPENDIX E

Election of Retirement and Universal Service Credit benefits under Article XIX

ADDITIONAL RETIREMENT CONTRIBUTIONS

PAYROLL AUTHORIZATION

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

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

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

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

REPORTING UNIT NAME Spring Lake Public Schools NUMBER _____

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

EMPLOYEE NAME _____

EMPLOYEE SOCIAL SECURITY NUMBER _____

EMPLOYEE SIGNATURE _____ DATE _____

APPENDIX F

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

RE: Senior Civics Lecture Class

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

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

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

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

Spring Lake Education Association
MEA-NEA

Spring Lake Board of Education

Signed: /s/ Deb Mertz-Hulverson

Signed: /s/ Dennis M. Furton

Date: 8/29/2013

Date: 8/29/2013

APPENDIX G

LETTER OF AGREEMENT

Between the

SPRING LAKE BOARD OF EDUCATION

And the

SPRING LAKE EDUCATION ASSOCIATION, MEA-NEA

RE: Teaching Less Than 268 Minutes

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

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

Spring Lake Education Association
MEA-NEA

Spring Lake Board of Education

Signed: /s/ Deb Mertz-Hulverson

Signed: /s/ Dennis M. Furton

Date: 08/29/2013

Date: 08/29/2013

APPENDIX H

LETTER OF AGREEMENT

Between the

SPRING LAKE BOARD OF EDUCATION

And the

SPRING LAKE EDUCATION ASSOCIATION, MEA-NEA

RE: Ann Henke

The Spring Lake Board of Education and Spring Lake Education Association do hereby agree that Ann Henke's working hours will be 8:25 a.m. until 3:30 p.m.

Spring Lake Education Association
MEA-NEA

Spring Lake Board of Education

Signed: /s/ Deb Mertz-Hulverson

Signed: /s/ Dennis M. Furton

Date: 07/17/2015

Date: 07/17/2015

APPENDIX I

The following articles apply only to those individuals who are not subject to the Michigan Teacher Tenure Act.

ARTICLE V, VACANCIES AND TRANSFERS

A. VACANCIES

3. FILLING VACANCIES –

- c. In filling vacancies, the Board agrees to give due consideration to the academic preparation (including majors and minors), professional experience, qualifications (as identified on the posting), performance evaluations and attainments of all applicants, length of service, and other relevant factors. While first consideration will be given to present teachers in the district, the Board reserves the right to hire from other areas as it deems reasonable and necessary. When the filling of a vacancy does not involve one or more outside applicants and the Board deems that the above-mentioned criteria involving internal applicants is equal, the district shall grant the vacancy to the most senior teacher.
- d. Any time that the district fills a vacancy with a less senior internal applicant or outside applicant, the district will explain its rationale to the Association upon request.

B. TRANSFERS

Involuntary and consecutive transfers between buildings shall be minimized or avoided.

ARTICLE VIII, PROTECTION OF TEACHERS

- H. No teacher shall be suspended, discharged, or otherwise disciplined without reasonable and just cause. The Board agrees to follow a policy of progressive discipline which minimally includes verbal warning, written warning, written reprimand, suspension with pay, suspension without pay, with discharge being used only as a final and last resort. This process may be accelerated if a particular situation merits such action.

ARTICLE XII, TEACHER EVALUATION

- D. All probationary teachers shall be evaluated by their building principal each year. All tenure teachers must be evaluated by their building principal at least once every three (3) years. If a tenure teacher is not evaluated during a school year, his/her classroom performance shall be presumed to be satisfactory for that school year unless documentation relative to performance problems has been supplied to the teacher. All evaluations shall be based on the guidelines contained in the "Teacher Evaluation Form" found at the end of this article. All such evaluations shall be recorded on the teacher evaluation form. Not all items listed on the teacher evaluation form need to be treated for each evaluation; however, in the event a category has been rated unsatisfactory it may not be omitted on the following evaluation.

- E. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The public address system shall not be used to "listen in" on a teacher as a basis for evaluation of that teacher.
- F. Probationary teachers will be observed a minimum of three (3) times a year. Tenured teachers, subject to a formal evaluation, will be observed a minimum of once that year. A conference between the teacher and the evaluator shall be scheduled within three (3) working days and held within ten (10) working days following the observation. At the close of each conference, both the teacher and the evaluator shall sign a statement reflecting the information discussed. This statement will contain specific recommendations for the correction of any problem observed. The signature of the teacher shall not necessarily indicate agreement with this statement.
- G. In evaluations the evaluator will be physically present for an observation of forty (40) to forty-five (45) minutes. No observations shall be conducted during the last two (2) full weeks of student attendance. Each observation shall be followed by verbal and/or written feedback.
- H. At least sixty (60) calendar days before the end of the school fiscal year, the building principal shall meet with and provide each probationary teacher and each tenured teacher who is subject to an evaluation that year a final written evaluation which states whether his/her work has been satisfactory and the reasons for such recommendation. In this evaluation, the building principal shall put in writing his/her recommendation for continuation or non-renewal of the probationary teacher's contract. Probationary teachers who are not recommended for continued employment will be notified on or before April 15.
- I. If an evaluator believes a teacher is doing unsatisfactory work, the reasons shall be set forth in specific terms, and specific recommendations which the teacher can use to correct the problem will be given by the administration.

ARTICLE XVII, REDUCTION OF CERTIFIED PERSONNEL

- A. In the event of a general cutback or reduction of teachers through layoff from employment, the following procedure, based upon program needs, will be utilized by the Board or its designated representative:
 - 3. Probationary teachers in the specific positions being reduced or eliminated will be laid off, provided there are fully qualified, fully certificated teachers to replace and perform all of the duties of the laid-off teachers where such positions remain after such reduction, it being understood that the Board shall have no obligation to fill any position that has been reduced or eliminated.
 - 4. If it becomes necessary to reduce positions occupied by tenure personnel, they will be laid off in order of the least years of seniority.
 - 5. If personnel holding the same seniority, certification, and qualifications must be reduced, the order of priority shall be to the teacher who is considered by the Board to be the most capable to fill such a position.

6. Refusal or acceptance of a position that is not equivalent in time to the position previously held shall not affect a teacher's recall rights.
- D. If, after a staff reduction, teaching positions become vacant, laid-off teachers who are certified and qualified will be given the first opportunity to fill such positions in the order of most seniority.
 - E. Any teacher on layoff shall be notified by certified letter of the first recall from layoff occurring for which the teacher is certified and qualified. The Board may rely upon the last address shown on its personnel records. Recall shall be made in the order of most seniority first. If there is no acceptance of such offer of recall within ten (10) days from the time of receipt of the notice, the right to recall shall be forfeited.
 - F. During the last thirty (30) days of twelve (12) consecutive months of being on layoff status, the Board shall send written notice to the teacher by certified mail to the teacher's address as shown on the school records. If the teacher responds in writing within fifteen (15) days of receipt of the mailing that he/she still wants to be considered for available positions for which the teacher is certified and qualified, then he/she shall remain on layoff status. There shall be no recall right if the teacher should fail to respond to the Board's written notice and all seniority rights will be terminated at that time.
 - G. Reduction of a position by the Board from full to part-time shall be considered as under-employed. Remaining in the reduced position shall not affect the teacher's right of recall to a full-time position.

APPENDIX J

1. Class-Size Limits – All Levels

- a. To ensure high quality of education and because the pupil-teacher ratio is an important aspect of effective educational programs, it is agreed that the following class-size limits will be used, exceptions as noted:
 - ii. K-2 No individual class will exceed 27 students;
 - iii. 3-12 No individual class will exceed 30 students;
 - iv. No individual vocal-music class will exceed 60 students;
 - v. Band will be exempt from the class-size limits,
 - vi. No individual P.E. or ACT Prep class will exceed 35 students.
 - vii. No individual elementary (K-6) Specials class will exceed 35 students.
- b. Class size calculations for grades 7-12 will be based on the average number of students assigned to the teacher each trimester. The average will be computed by taking the total number of assigned students in the trimester and dividing by the number of classes taught for that trimester.
- c. Violations of the above class size maximums of student attendance will result in the following compensation to the teacher:

K-6 – An amount equal to \$15.00 per student in excess of the maximum multiplied by the number of scheduled days in the term, per the District calendar.

7-12 – An amount equal to \$3.00 per student in excess of the maximum multiplied by the number of scheduled days in the term, per the District calendar.
- d. Administration will attempt to limit the number of students with an individual education plan (IEP) or 504 plan to no more than two per regular education class or course. In the event that the number of students with an IEP in a regular education class or course exceeds two, each additional student with an IEP or 504 plan will count as 1.5 when class size is established. Exceptions to this method of computing teacher-student ratio include any students supported in the class by a parapro, elementary specials, secondary physical education, and vocal music courses. If a teacher feels that he or she has an inordinate number of special needs students and is in need of assistance, he or she may ask the Building Oversight Committee to review the situation. The Building Oversight Committee will include no more than three teachers appointed by SLEA and no more than three representatives from the Board, including the Director of Special Education and the building principal.
- e. Class size limits may be waived in an individual class by mutual written agreement between the individual teacher and the SLEA designee and the building administrator; provided that no waiver shall serve as a precedent in any way.