



MASTER AGREEMENT

BETWEEN

SAUGATUCK EDUCATION ASSOCIATION

AND

**SAUGATUCK BOARD
OF EDUCATION**

THREE-YEAR AGREEMENT 2022-2025

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THIS AGREEMENT, entered into this 3rd Day of September, 2019 by and between the SAUGATUCK PUBLIC SCHOOL DISTRICT (hereinafter called the “Board”) and the SAUGATUCK EDUCATION ASSOCIATION-MEA-NEA (hereinafter called the “SEA”).

ARTICLE 1
PURPOSE AND INTENT

WHEREAS, the parties have a statutory obligation, pursuant to The Public Employment relations Act (PERA) to bargain with respect to hours, wages, terms, and conditions of employment and WHEREAS, the parties have reached certain understandings, which they desire to confirm in this Agreement, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 2
RECOGNITION

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

The Board agrees not to negotiate with or recognize any employee’s organization other than the SEA for the duration of this Agreement.

ARTICLE 3
BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities

conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To exercise executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.
 3. To establish grades and courses of instruction, including special programs, to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
 4. To decide upon the means and methods of instruction, and selection of textbooks and other teaching materials, and the use of teaching aids of every kind of nature.
 5. To determine class schedules, the hours of instruction and duties, responsibilities, and assignment of teaching and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan, and the Constitution and laws of the United States.
- C. Section 15(7) PERA: An emergency manager appointed under the Local Government and School District Fiscal Responsibility Act is permitted to reject, modify, or terminate this Agreement in accordance with such Act, 2011, PA4. Per section 15(7) of PERA, its inclusion is a prohibited subject.

ARTICLE 4
EMPLOYEE RIGHTS AND SEA RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have according to the Michigan Revised School Code, Michigan Teacher Tenure Act, Constitution of the State of Michigan, the United States Constitution, and other applicable laws of the State of Michigan.
- B. The Board agrees to furnish to the SEA in response to written requests all pertinent public information that will assist the SEA in developing intelligent programs on behalf of the employees or which may be necessary for the SEA to process any grievance or complaint.
- C. The SEA and its members shall have reasonable access to school building facilities for scheduled meetings of the SEA upon written request to the appropriate building Administrator. School equipment, including bulletin boards, mailboxes, computers and duplicating equipment shall be

- made available to the SEA when not otherwise in use. Such equipment may not be removed from its fixed location in the building and does not include paper products, but rather, only the use of the above stated capital equipment. Materials inserted in mailboxes or posted must be signed.
- D. The private and personal life of any employee is not within the area of appropriate concern of attention of the Board, provided it does not interfere with the educational process.
 - E. Each bargaining unit member may, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the SEA.
 - F. An employee will, in the presence of an administrator, have the right to review the contents of their personnel file of the District pertaining to said employee originating after original employment, and to have a representative of the SEA accompany him/her in such review, as the district is allowed by law:
 - G. No adverse materials or complaints shall be placed in an employee's personnel file, unless it is brought to the attention of the employee, and the employee has been offered the opportunity to respond within ten (10) calendar days to such materials or complaints.

ARTICLE 5
EVALUATION OF EMPLOYEES

- A. All monitoring or observation of an employee's work performance relating to formal evaluation shall be conducted in accordance to the Board of Education policy and administrative guidelines.
- B. Each employee shall be directed to the evaluation information posted in the *For Staff* section of the district website and apprised in specific terms of the employee evaluation process including a review of timelines, procedures, and evaluation documents at the beginning of each school year. Employees will be provided a written copy of the evaluation document upon hiring and when there is a change to the evaluation process. The administrator responsible for evaluating an employee will review the evaluation process during the Pre-Observation meeting with the employee.

ARTICLE 6
MENTOR TEACHER

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

purpose of the Mentor is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion, to acclimate the teacher to the duties of the job, to review evaluation documents and provide guidance throughout the formal evaluation process, and to provide necessary assistance to provide quality instruction. The Board and SEA agree the relationship shall be confidential and shall not, in any fashion, be a matter included in an evaluation.

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

1. Every effort will be made to match a probationary teacher with a Mentor who works in the same building.
2. Participation as a Mentor Teacher shall be voluntary. Assignments are made by the administration. A Mentor will be assigned only one (1) probationary teacher at a time, unless the Mentor agrees to take more than one (1) at the request of administration. Evaluators will not participate as Mentor Teachers.
3. Once a Mentor accepts the position, he/she will continue in that position for the duration of the probationary period unless the administration agrees to release the Mentor from responsibilities or the administration re-assigns the Mentor.
4. The administration has the right to assign a Mentor Teacher from the ranks of retired professionals or college professionals in the event where no one on the staff will willingly serve or where there isn't a staff member with the same certification as the probationary teacher.

A Mentor Teachers will be paid \$800 for each year they serve as a Mentor. Mentor Teachers will be provided with a job description by the administration and will fulfill the duties listed in that description. The Mentor's responsibilities could include summer and evening meetings, class observations, and new teacher orientation sessions.

ARTICLE 7 **EMPLOYEE HOURS**

- A. Hours: All full-time employees shall arrive for duty at their building not later than twenty-five (25) minutes prior to the beginning school in the morning. They shall remain for fifteen (15) minutes after the regular afternoon dismissal time. Arrival and departure times for employees working less than full time will depend upon their work schedule as determined by the building principal. Middle School, High School and shared-time staff shall have a duty free lunch of not less

than thirty-five (35) minutes. All other Elementary teachers shall have a duty free lunch of forty minutes (40).

B. The Board and the Association mutually recognize the need for time for all teachers to adequately prepare quality lessons and develop strategies that implement prescribed curriculum at all levels. Preparation time shall be scheduled during the student day, but excluding the teacher's scheduled duty free lunchtime, before/after the student school day, or student passing time. To ensure this critical work, all teachers will be afforded planning time in the following manner.

1. Elementary Preparation Time: All full-time elementary teachers, grades TK-(formerly known as PreK) 5th, will have a minimum of 250 minutes of unassigned planning time each week in blocks of no less than 30 minutes at least 4 days a week. -In addition, elementary teachers should have planning time during student recess periods, except when the teacher supervises a recess period. Elementary teachers will be assigned supervisory duty for one before school recess period or during school recess period per week. Any elementary teacher who agrees to supervise more than one recess period a week shall be compensated at the rate of \$25.00 per recess. There will be one twenty (20) minute recess period scheduled per day not attached to the forty-minute (40) duty free lunch period. Changes in frequency and/or duration of recess period(s) are subject to negotiations between the Board and SEA. Elementary teachers, grades TK - 5 and elementary specialist teachers not assigned before school recess duty, will not be required to supervise students in the classroom until ten (10) minutes prior to the start of the school day.

a. In the event a substitute teacher cannot be secured for a scheduled special, the elementary teacher affected shall be compensated at the rate of one fifth (1/5th) the full daily substitute rate.

b. Elementary teachers will be compensated at the rate of 10% of their base pay if they are assigned a split class (two grade levels). Teachers excluded from this additional rate include specials teachers, special education teachers, teachers of multi-aged classes, and teachers who voluntarily accept independent study students in one of their regular classes.

2. Elementary Specialists: All full-time elementary specialists will be provided with not less than 250 minutes of planning time per week in blocks of no less than 30 minutes.

3. Secondary Preparation Time:

a. All middle school teachers will have equal planning time periods. The unassigned planning periods would be each day and no less than the length of a regular class period.

Teachers substituting for other teachers during their preparation time shall be voluntary. The Association recognizes there may be extraordinary situations when a volunteer cannot be found, when the building principal will need to assign a teacher to cover a class during his/her preparation time.

- b. All high school teachers will have equal planning time periods. The unassigned planning periods would be each day and no less than the length of a regular class period. Teachers substituting for other teachers during their preparation time shall be voluntary. The Association recognizes there may be extraordinary situations when a substitute cannot be found, when the building principal will need to assign a teacher to cover a class during his/her preparation time. The parties mutually agree and understand that continuing flexibility with respect to arrangement of teaching periods, planning periods and the daily and weekly schedule is necessary for progress in education.
- c. In the event a substitute cannot be secured for a scheduled class period, the secondary teacher assigned, shall be compensated at the rate of 1/5th the full daily substitute rate.
- d. Teachers if requested or required to teach on their planning period would be compensated at the rate of 1/5th of that employee's annual salary.
- e. Secondary teachers will be compensated at the yearly rate of 5% of their base pay if they are required to teach five or more preparations per trimester. (Base Salary x 5%) divided by 3 = Additional Compensation per trimester.
- f. Special education teachers will qualify for the extra 1/5th of that employee's annual salary if students are assigned during their planning period.
- g. Class Size Overage: an off schedule payment for classroom overloads will be determined by the following factors:

Grade Level	Number of Students
TK	22
Kindergarten	25
1 st	25
2 nd & 3 rd	26
4 th & 5 th	28
6 th - 12 th	30 (English 28)
PE	40
Special Education per state guidelines	

Compensation:

Elementary: \$330 per student, per semester

Secondary: \$100 per student, per trimester

- h. Preparation Time for Teachers Who Teach in Multiple Building: Teachers who teach in both the Elementary and the Middle/High School will receive 250 minutes of combined plan time. This time is separate from travel time and duty-free lunch. Travel time for teachers who teach in multiple buildings will be no less than 20 minutes.
- i. Staff Meetings: Before or after school meetings at which the attendance of all employees is required shall not exceed one hour in length. The administration may schedule up to two (2) staff meetings per month. Such meetings will require five (5) calendar days notice. Meetings such as department meetings, I.E.P.s, individual conferences, and committee meetings will not be included in the two meeting limit.
- j. Emergency School Closing: "School Closing Days and Hours" will be made up according to the system outlined in Appendix F. Should severe weather or emergency conditions cause the closing of school during the school day, the employees will remain on duty until dismissed by the administration.

ARTICLE 8
ASSIGNMENTS AND PLACEMENTS

- A. All employees shall be given written notice of their tentative schedules for the forthcoming year no later than the last day of school. In the event that changes in such schedules are proposed, all employees affected shall be notified as soon as possible.
- B. In the event a vacancy occurs, employees will be notified by email.
- C. Extra-curricular activity vacancies (excluding all summer activities) will be posted via email to all staff prior to the end of each school year. Interested applicants should inquire with the building principal, or athletic director regarding the responsibilities, and other duties of extra-curricular assignments and activities. Successful applicants for posted positions will be notified by the building principal, or athletic director of their assignment prior to the upcoming school year. The Board may then take whatever action it deems necessary to obtain a person to fill the remaining vacancies.
- D. Upon request of any of the parties, representatives of the Board, SEA, the building principal(s) may meet to discuss the issues of size class and placement of special education students. Such meetings shall not be held more than once a month except by mutual consent.

ARTICLE 9
SENIORITY LISTING and RECALL

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

All seniority shall be lost when an employee:

1. resigns or quits
2. is discharged
3. retires
4. fails to return from an authorized leave of absence on the agreed upon date.

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

- B. Recall of tenured and probationary teachers are subject to the Board of Educations Policy and administrative guidelines for Layoff and Recall procedures. MCL 423.215(3)(j)
- C. Employees on layoff are responsible for notifying Central Office in writing of current contact information for recall purposes.
- D. If any employee is recalled to the district after being released as provided above, he/she shall be returned to the salary step he/she was on at the time of reduction.

ARTICLE 10
GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract. The following matters shall not be the basis of any grievance filed under the procedure outline in this Article.
1. The termination of services of or failure to re-employ any employee or any discipline involving an employee.
 2. The termination of services of or failure to re-employ any employee to a position on the extra-curricular schedule.
 3. Any matter involving an employee's evaluations or placement
 4. Any claim or complaint subject to the procedures specified in the Teacher Tenure Act. (Act IV, Public Acts, extra session of 1937 of Michigan, as amended).
 5. Any prohibited subject of bargaining.
- B. The term "days" as used herein shall mean days when business is being conducted at the Central Office.
- C. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;

2. It shall contain a synopsis of the facts giving rise to the alleged violation;
3. It shall cite the section or subsections of this contract alleged to have been violated;
4. It shall contain the date of the alleged violation;
5. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitation hereinafter set forth. Time frames may be extended at any level with written consent from both parties.

- D. **LEVEL ONE** – An employee and/or the SEA believing a violation of the expressed provisions of this contract exists shall, within ten (10) days of the date of its alleged violation or within ten (10) days of the time the employee had an opportunity to become aware of the incident resulting in an alleged violation of expressed provisions of this contract, orally discuss the grievance with the Building Principal in an attempt to resolve same. Participants at this meeting should include the employee affected and the Building Principal. One local SEA representative and one additional administrative representative may also be included by mutual consent of both parties.

If no resolution is obtained within five (5) days after the Level I meeting, the employee and/or the SEA shall reduce the grievance to writing and submit to Building Principal. A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One.

- E. **LEVEL TWO** – Within ten (10) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a Level Two meeting with the grievant and/or the designated SEA representative, at the option of the grievant to discuss the grievance. Within ten (10) days of the Level Two meeting, the Superintendent or designated agent shall render his/her decision in writing transmitting a copy of the same to the grievant, the SEA secretary, the building principal in which the grievance arose, and Central Office contract file. If the employee is not satisfied with the determination, the employee and/or the SEA shall submit application to proceed to level three within (5) days of the Level Two decision.

- F. **LEVEL THREE** – Upon proper application as specified in Level Two, a hearing shall be held within ten (10) days between the Board and employee and his/her SEA representative. Not later than thirty (30) school days from the hearing of the grievance, the Board shall render its decision in writing and transmit same to the grievant, the SEA secretary, and the building principal in whose

building the grievance arose. The SEA is required to state its position at this level. If no decision is rendered within thirty (30) days of the hearing, or the decision is unsatisfactory to the SEA, the SEA has thirty (30) days in which to file for arbitration. The demand for arbitration shall be in writing with a copy served upon the Board within the thirty (30) day interval.

- G. **LEVEL FOUR** – If the SEA is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to binding arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he/she will be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The fees and expenses of the arbitrator shall be shared equally by the parties.

POWERS OF THE ARBITRATOR

- A. It shall be in the function of the arbitrator and he/she shall be empowered except his/her powers are limited below, after due investigation, to make a decision in cases of alleged violations of the specific articles and sections of this Agreement.
1. He/she shall have no power to establish salary scales or change any salary rate.
 2. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
 3. He/she shall have no authority to rule on any prohibited subject of bargaining.
- B. The arbitrator's powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and the arbitrator shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
- C. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- D. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule on that issue before hearing the rest of the case.
- E. The arbitrator shall have no power to interpret State or Federal law.
- F. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source of a like nature during the period of the back pay.
- G. The arbitrator shall not award punitive damages.

- H. A grievance may be withdrawn at any level without prejudice. However, if in the judgment of the SEA representative the grievance affects a group of employees, the grievance may be processed at Level Two.
- I. A grievance discussed and the decision rendered at Level One shall be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing, and shall promptly be transmitted to all parties of interest.
- J. 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.
- K. Forms for filing and processing grievances shall be designed by the Superintendent and the SEA; shall be prepared by the Superintendent; and sample copies shall be provided to the SEA secretary.
- L. Access shall be made to all parties, places, and records of public information to the extent required under the Public Employment Relations Act.
- M. Grievances, which are not appealed within the time limits specified in the Grievance Procedure, shall be considered to be withdrawn by the SEA or grievant and shall not be resubmitted. If the Board or administration fails or neglects to answer a grievance within the time limits specified at the various steps of the Grievance Procedures, the grievance shall automatically be referred to the next higher step the Grievance Procedure.
It is understood and agreed that the time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the SEA and the Board.
- N. No individual grievance may be processed beyond Level Three.
- O. The Board and the SEA recognize a one (1) year limitation on grievable matters concerning compensation.

ARTICLE 11
PROFESSIONAL NEGOTIATIONS

- A. Negotiations shall commence not later than sixty (60) calendar days prior to the expiration of this Agreement.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representative of the other party. Each negotiating team shall not exceed six (6) members in number. The parties mutually pledge that their representatives will be clothed with all necessary powers and authority to make proposals, consider proposals, and make decisions in the course of negotiations, and to reach agreements.

- C. When the contract has been tentatively agreed upon, efforts will be made by the SEA and the Board to obtain ratification. It is recognized that no final agreement between parties may be executed without ratification by the SEA membership and the Board.

ARTICLE 12
COMMUNICATIONS

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

ARTICLE 13
LEAVES OF ABSENCE

- A. Sick Leave: All full-time employees shall be granted ten (10) sick days per year, credited to each employee on the first day of the school year to a maximum of one hundred ninety (190) days. All full-time employees shall be granted twenty (20) sick days in their first year of employment with the district. Sick days for part-time employees shall be prorated according to the percentage of a full time position worked. Proof of illness signed by a physician may be required at any time. The Board shall furnish each employee with a written statement at the beginning of each school year setting forth total leave credit.

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

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

1. An employee may use all or a portion of their sick leave to recover from their own disability or illness.
2. An employee may use a maximum of ten (10) days for bereavement that will be deducted from sick leave. Additional bereavement days may be granted at the discretion of the Superintendent and will be deducted from the employee's pay at the rate equivalent to the cost of a certified substitute times the number of additional days used.

3. The employee may take sick days for illness in his/her immediate family. Proof of illness may be required. Upon leaving the employment of the school district, employees will receive \$37.50 for each unused sick day up to a maximum of one hundred eighty (180) days.
- B. Paid Leave: An employee may use a maximum of ten (10) sick days for the purpose of adopting a child. An employee may use a maximum of ten (10) days for paternity leave to be used within the first six weeks of the birth of their child. The remaining portion of available FMLA leave (Maximum of 12 weeks total) for these purposes would be unpaid.
- C. Personal Leave Days: Employees shall be granted three (3) personal days each year. Such leave shall be granted at the discretion of the building principal, provided that application is made in writing at least five (5) school days in advance. In case of emergency, exceptions may be granted by arrangement with the building principal. One sick day may be converted to a personal day following each ten year anniversary of employment with the district. Employees who have not used their personal leave days in a school year will be credited with those days as additional “earned” sick leave at the beginning of the following school year. Up to 10% of a building staff may exercise the option to use personal day immediately prior to or after Thanksgiving break, winter break, or spring break as determined by a random drawing conducted in September for Thanksgiving and winter breaks, and in January for spring break. Use of these random drawn days is also dependent upon the availability of substitute teachers to fill the vacancies.
- D. Unpaid Leave: The Superintendent shall consider all applications for unpaid leave of absence for up to two (2) school days. No more than two (2) employees from each building may be granted an unpaid leave at the same time. Unpaid leave of more than two (2) days must be submitted to the Board for its consideration.
- E. Emergency Leave: Leaves of absence for emergencies and other situations, which necessitate an employee’s absence, may be granted without loss of pay at the discretion of the Superintendent or designated agent. Days granted in accordance with this paragraph will be deducted from accumulated sick leave.
- F. Pandemic Leave: Five (5) additional sick days will be granted for the personal illness of an employee due to a pandemic. Pandemic leave days will be determined by local, state and federal regulations.
- G. Jury Duty: Any employee called for jury duty during school hours shall be paid his/her salary for such time, minus jury duty pay. Such time shall not be deducted from accumulated sick leave. An employee subpoenaed to give testimony for a school related matter may be released

from teaching duties and may not have such days deducted from sick leave. For matters related to other employment or personal litigation, an employee may not use sick days. Said employee will not receive more than his/her per diem employee pay. As a condition of receiving his/her full rate of pay for the time absent pursuant to honoring a subpoena, the employee shall remit the witness fee to the District.

- H. Extended Leave: The Board shall consider all applications for leaves of absence without pay for up to one (1) school year. Such applications must be submitted in writing to the Board at least sixty (60) days prior to the commencement of the requested leave. It shall be the responsibility of the employee on a granted leave to notify the Board in writing of his/her intent to return to duty at least sixty (60) days prior to the expiration of said leave.
- I. Teacher Compensation for Unused Sick and/or Personal Days: Teachers will be paid for up to five (5) unused sick and/or personal days in a contract year as determined in the following schedule:

Annual sick and/or personal days used:

<u>Days Used</u>	<u>Pay</u>
5.0	\$100
4.5	\$150
4.0	\$200
3.5	\$250
3.0	\$300
2.5	\$350
2.0	\$400
1.5	\$450
0 or 1	\$500

- J. Sabbatical Leave:
 - 1. Eligibility: To be eligible for sabbatical leave, a person must be a certified staff member of the Saugatuck Public Schools and must have completed at least seven (7) years of full-time service on the staff of the Saugatuck Public Schools or have served at least seven (7) years since last being on sabbatical leave. Note: Being eligible for sabbatical leave is not to be construed to mean that anyone is entitled to leave as a right. An employee who fulfills the

above qualifications is eligible for consideration by the Superintendent, Building Principal, and the Board of Education with respect to sabbatical leave.

2. Term: The term for sabbatical leave shall be either one (1) semester or one (1) school year. Two (2) leaves of one (1) semester in length may be granted during any seven (7) year period, in which case no further leave may be granted until the person has completed seven (7) years of full-time service after the first leave. One (1) school year means the term of a normal contract year beginning in August or September and ending in June.
3. Benefits:
 - a. Salary paid to an employee on sabbatical leave will be one-half (1/2) of the employee's base pay. The above salary and retirement contribution requirements shall not apply where the Board may be required to grant a sabbatical leave to a master employee in accordance with the requirement of Section 1525 of the School Code or its successor provision.
 - b. While on sabbatical leave, an employee shall have premium amounts for single subscriber insurance (health, dental, vision) coverage paid on his/her behalf by the Board on the same basis as is applicable to insurance programs staff members on regular duty. The above insurance premium contribution requirement shall not apply where the Board may be required to grant sabbatical leave to a master employee in accordance with the requirements of 1525 of the School Code or its successor provisions.
 - c. The employee must contract with the Board of Education to return to Saugatuck Public Schools following the termination of the sabbatical leave, for one (1) year for each semester of leave. An employee who fails to comply with the approved sabbatical plan incurs an obligation to pay back to the District within sixty (60) days of receiving notice of non-compliance whatever (if any) portion of the sabbatical salary has been paid and the cost of all TRS payments and other benefits provided (if any) on behalf of the employee. An employee who fails to return for one (1) school year incurs an obligation to pay back within sixty (60) days after terminating service to the District the full amount of sabbatical salary received (if any) and all of the TRS and other benefits provided (if any) on behalf of the employee. An employee who fails to return for a required second school year incurs an obligation to pay within sixty (60) days after terminating service to the District one-half (1/2) of the sabbatical salary (if any)

received (and one-half (1/2) of the TRS) and other benefit payments made (if any) on behalf of the employee.

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

8. Priorities: When two (2) or more applications are considered to be of equal merit as measured by the criteria listed in Section 6, priorities will be given as follows: (1) not more than one(1) from each department; (2) employees senior in service with the school district over those with shorter service; (3) employees with longer total teaching experience over those less experienced; (4) those applying for a first sabbatical leave over those applying for a second time; (5) employees applying for a year's leave over those applying for a semester's leave.
9. Return to Status: The employee will return to a position equal in responsibility to the one held before the leave; and in contractual considerations, this leave will be considered to be a year's (or a semester's) service. Within one(1) month after returning to duty from sabbatical leave, the employee is required to submit in writing to the Board of Education a detailed reporting giving evidence of compliance with the plan on the basis of which the leave was granted.
- K. Disability Leave: Employees accessing leave under this section shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence where the need for leave is foreseeable. If the employee must begin medical treatment sooner or the need for leave or its timing is not foreseeable, notice shall be given as promptly as is practicable under the circumstances of the particular case. The notice shall include: The reason(s) for the requested leave; the anticipated duration of the leave and the date on which leave is requested to commence. [It shall be in accordance with the requirement of Family and Medical leave Act (FMLA) and/per the Americans with Disabilities Act (ADA)]. A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to eligible employees in accordance with the Family and Medical Leave Act (FMLA) for the purposes permitted by FMLA. A rolling calendar year shall be used to calculate leave time. Contact Central Office to obtain FMLA paperwork for leave authorization, terms and conditions.

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

1. The date the illness or disability commenced and the health care provider's best medical judgment concerning the probably duration of the condition;
2. Diagnosis of the illness or disability;

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

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

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

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

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

An employee ending the school year on an unpaid leave and paying his/her health insurance premium shall continue to pay the health insurance premiums during the summer recess.

Employees returning to work at the beginning of the next year shall be reimbursed for any premiums he/she paid during the summer recess.

ARTICLE 14 **PROFESSIONAL COMPENSATION**

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

ARTICLE 15
JOB SHARING

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

- A. Purpose: The bargaining unit members may, at their request, pair up for the purpose of sharing one (1) teaching assignment. This voluntary pairing shall not occur if the pairing results in the involuntary layoff or involuntary transfer of a full-time employee. The application for Job Sharing shall be approved or disapproved in writing by the Superintendent within thirty (30) days of the application. In the event a request is denied, the reason shall be set forth in writing, and the applicants shall be given the opportunity to modify and/or revise their application.
- B. Application: The applying employee shall notify the SEA and School District by March 1 of each year. They must indicate their desire to job share for the following school year and detail their working arrangement. The plan shall include the following: specific work schedule for each job sharer, responsibilities for faculty meetings, field trips, planning time, recess duty, etc. Employees may request to work full days, part of the day, or any other logical arrangement. Once the plan has been submitted, the plan may not be changed unless the District and the employee agree.
- C. Pairing: The employees who have jointly agreed to work together must be certified and qualified for the job they will share. The job sharing arrangement shall be for one (1) year, renewable at the option of both employees, subject to approval by the Superintendent.
- D. Responsibilities: Responsibilities of an assignment by two (2) job sharers may be decided and/or allocated to a plan designed by the job sharers, with the agreement of the District. The employees are required to attend regular staff meetings, parent-teachers conferences, District meetings, IEP meetings, in-service or special training day's such as curriculum workshops and elementary grade level meetings which are required of regular full time employees.
- E. Compensation: Compensation shall be determined by each employee's step and column of the salary schedule, pro-rated. Each employee will gain one (1) full year of seniority for each year worked at the job sharing position. Also, all other provisions under the contract shall continue as if the employee had worked a regular full time position.
- F. Benefits: Sick leave and personal leave shall be granted on a pro-rated basis. Fringe benefits shall be provided on a pro-rated basis.
- G. Substituting: In the event that one (1) of the employees is absent and is covered by one of the paid leave of absence provisions in Article 13, the other employee will have first opportunity to substitute for the absent employee. The partner who is substituting shall be paid the retired employee sub rate of pay, pro-rated for the period of the time he/she substitutes for the absent

partner. Should the partner who is substituting substitute for longer than ten (10) consecutive days, the job sharer shall be paid according to their job sharer's full time daily rate for working the full position.

- H. Mid-Year Vacancy: In the event one of the job-sharing employees leaves the employment of the District during the course of the school year, the other employee shall be offered full time status in the position being shared for the remainder of that school year. This provision may be waived upon the written approval of the District.
- I. Year-End Vacancy: In the event one (1) of the employees leaves the employment of the District or the job share position at the conclusion of a school year, the other employee in the position will be given first option for full time status within that classroom, or to reapply for the shared time position with another individual.
- J. Discontinuing Job Sharing: At the conclusion of a job sharing assignment, if either the District or the job sharers elect to discontinue job sharing for the next school year the following will apply:
1. Employees involved in a job share assignment shall give notice of their request to return to a full time position for the next school year no later than March 1. The District shall notify the job sharers no later than April 1 if it plans to discontinue the job sharing assignment.
 2. If a shared time assignment is discontinued, the job-sharing employees may apply for any vacancies that may be available.
 3. If no vacancies are available, said employees may continue in their job share position if the District continues the assignment until a vacancy or vacancies occur for which the employee is certified and qualified for placement as determined by the Board.
- K. Approval: The District, job sharing employees and the SEA shall sign the approved job sharing agreement. The participants shall receive a copy of the signed job sharing agreement.

ARTICLE 16
SPECIAL EDUCATION/LEAST RESTRICTIVE
ENVIRONMENT/MEDICAL PROCEDURES

- A. Placement Information: Any employee who, as a result of an IEP placement, will be providing instruction or other services for a student with disabilities in a special or regular education classroom setting will be advised of the identity of the student with disabilities and provided with access to information pertaining to the student's placement available from the special education employee and education records containing information of legitimate educational interest to the employee.

- B. IEP Attendance: The District shall provide written notice to the grade level employee who will be providing instructional or other service to a student with disabilities to participate in the IEP, which may initial place (or continue the placement) of the student in a regular education classroom. All employees providing instructional or other services to a student with disabilities will receive a copy of that student's accommodation form.
- C. Problems: If any employee to whom a student with disabilities is assigned advises the District, in writing, of a reasonable basis to believe that problems exist in the implementation of the student's current IEP which negatively impact the student's educational progress and/or impede the learning progress of students without disabilities in the same classroom setting, the employee shall have the right to request a meeting of appropriate staff to discuss the problems and possible solutions or to request the convening of another IEP meeting.
- D. Training: If requested by the employee, the District will provide in-service and/or other training to employees regarding the instruction and behavioral management of student with disabilities in regular education classroom settings.
- E. Medical Procedures: Where clean intermittent catheterization, suctioning (nasal, oral, or deep), tracheotomy care (clean, suction, etc.), tube feeding, medication (oral, topical) related to the procedures enumerated herein, medication by gastrostomy tube, oxygen regulation or care, or similar procedures, are necessary to maintain a student in the classroom, these procedures will be performed by school support personnel. Employees and support personnel will be provided with appropriate training. Employees will not be required to perform these procedures except in emergency situations.
Special education employees, in case of a student requiring medical procedure by an IEP, shall not be subject to Article 16 of this Agreement.

ARTICLE 17
MISCELLANEOUS PROVISIONS

- A. Continuity of Operations: The SEA and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The SEA and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employee take part in, any strike, slowdown, stoppage of work, boycott, picketing, or other interruption of activities in the school system.

- B. Waiver: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the SEA for the life of this Agreement, voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and also with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Matters of common concern may be subject to negotiations during the period of this Agreement upon the request and mutual agreement of both parties.
- C. Entire Agreement: This Agreement supersedes and cancels all previous agreements, verbal or written based on alleged past practices, between the Board and the SEA and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- D. At the beginning of each school year, the SEA shall be credited with five (5) days to be used by the employees who are officers or agents of the SEA; such use to be at the discretion of the SEA. The SEA agrees to notify the Administration no less than forty-eight (48) hours in advance of taking such leave. The SEA will reimburse the Board for the costs of substitute employees.

ARTICLE 18
INCREMENT ADVANCEMENT BASED ON
PROFESSIONAL GROWTH OR MERIT

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

- A. New teachers, during the first three (3) years of classroom teaching in the profession, must include both the fifteen (15) days of professional development over the first three (3) years of teaching, and the five (5) annual days of teacher professional development as required under Section 1527.

- B. Each teacher is responsible for managing the status of his/her teaching certificate/credential by complying with all conditions, including the acquisition of eighteen (18) or more semester hours for the Professional Education certificate or six (6) semester hour credits or equivalent continuing education units for renewal of this certificate. A teacher may apply the acquisition of eighteen (18) semester hours or six (6) semester hour credits or equivalent to meet the annual obligation of five (5) professional development days.
- C. With respect to BA +18, MA and MA +30, courses may be counted if they have the prior approval of the Building Principal and Superintendent and to determine horizontal moves on the teacher's pay scale; the teacher must meet the following criteria: (1) hours received after Bachelor's degree; (2) valid Michigan Teaching Certificate (when in place when credentials received); (3) course(s) with a five hundred (500) or greater course number; (4) B or better grade received; (5) relation to field of present assignment of teacher (or approved administrative or education program) and (6) 30 SCECHS earned outside of district-provided SCECHS = 1 grad credit SEA members may use towards lane changes on the salary schedule.
- Employees who have taken courses prior to employment with Saugatuck Public Schools that meet these requirements will submit transcripts for approval by the Building Principal and Superintendent. New employee records will be checked at the time of hire by the Superintendent or his/her designee.
- D. Employees completing the necessary number of hours for advancement to the next higher schedule should notify the Central Office as soon as the work is completed. They will be placed in the appropriate column/lane at the beginning of the next school year (if notified by August 31st) or on the 14th pay period (if notified by January 31st).

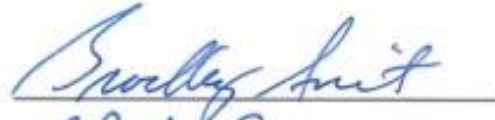
ARTICLE 18
DURATION OF AGREEMENT

This agreement shall become effective JULY 1, 2022 and shall continue in effect until JUNE 30, 2025. This agreement shall not be extended verbally, and it is expressly understood that it shall expire on the date indicated.

SIGNATURES

SAUGATUCK EDUCATION ASSOCIATION

SEA PRESIDENT



SEA VICE PRESIDENT



NEGOTIATION TEAM









SAUGATUCK BOARD OF EDUCATION

PRESIDENT - Nathan Lowery



VICE PRESIDENT - Laura Zangara



SECRETARY - Nicole Lewis



TREASURER - Eric Birkholz



TRUSTEE - Bernie Merkle



TRUSTEE - Frank Marro III



TRUSTEE - Marcy Weston



**APPENDIX A-1
Fringe Benefits**

HEALTH INSURANCE (APPENDIX A-2)

The Board will make premium payments on behalf of the employees and their eligible dependents for the stated medical benefits plan, and other Board payments toward health insurance (i.e. H.S.A. contributions) for its employees not to exceed the hard cap statutory limits prescribed in the Publicly Funded Health Insurance Contribution Act (PA152 of 2011: MCL. 15.561.569.)

The Medical benefit plan coverage year begins July 1 and ends June 30th. A bargaining unit member working a full school year can expect insurance coverage from July 1 through June 30. A bargaining unit member resigning as of the end of the school year will have insurance continued through June 30.

The annual premium limitation may be statutorily increased by the state and will go into effect as of July 1 of each proceeding plan year. Employees share of the premiums will be deducted over 24 pays, pretax on a per pay basis through payroll deduction under an IRS Section 125 plan.

Employees with spouses working for the district, who qualify for health benefits will only select one health package and corresponding cash in lieu. The District will not double insure for the health coverage. Employees not selecting a health plan, will receive \$5,000 cash in lieu of coverage. Cash in lieu will be paid out in equal installments from September through June.

OTHER FRINGE BENEFITS:(APPENDIX A-3)

The Board will make premium payments on behalf of the employees and their eligible dependents for the following listed benefits.

1. VISION
2. DENTAL
3. LIFE AND ACCIDENTAL DEATH INSURANCE – Employee Only
4. LONG TERM DISABILITY – Employee Only

Employees working less than full time will be eligible for pro-rated fringe benefits with a premium co-pay deducted from the employee through payroll deduction. Rates are based upon the employees prorated schedule and are not to exceed the state mandated insurance caps.

Tuition Reimbursement:

The Board shall provide tuition reimbursement, for tuition expenses incurred, up to the amount of Western Michigan University's tuition rate for up to three graduate semester hours per year. Pre-approval required and course work must be a 500 level or higher, completed with a B or better to be eligible for reimbursement. This payment is for professional improvement college credit that has the prior approval of the Building Principal and the Superintendent. The year shall be from JUNE 1ST through MAY 31ST for course completion and annual reimbursement. In addition, textbook reimbursement of up to \$30 will be paid upon presentation of a receipt for textbooks.

APPENDIX A-2 SEA Health Insurance Options

Saugatuck Public Schools
Medical Cost Analysis Effective 7/1/2022

2022 - 2023 Rate and Plan Summary

Medical Plan Design Network	CURRENT				CURRENT				CURRENT				NEW PLAN	
	PRIORITY HEALTH POS				PRIORITY HEALTH HMO				PRIORITY HEALTH HMO				PRIORITY HEALTH HMO	
	POS Traditional 250 Priority Health HMO / Cigna				HMO Traditional 1000 Priority Health HMO				HMO Traditional HSA Priority Health HMO				HMO Traditional HSA Priority Health HMO	
	Preferred In-Network		Alternate Network		In-Network				In-Network				In-Network	
Your Deductible									Aggregate Deductible				Aggregate Deductible	
Individual	\$250	\$500		\$1,000				\$1,400				\$2,000		
Family	\$500	\$1,000		\$2,000				\$2,800				\$4,000		
Your Coinsurance	0%		20%		0%				0%				0%	
Embedded Coinsurance Maximum			\$2,500/\$5,000											
Out of Pocket Maximum*	\$7,900/\$15,800	\$15,800/\$31,600		\$7900/\$15,800				\$2000/\$4000				\$4000/\$8000		
Preventive Services														
Health Maintenance Exam	Covered		20% after Ded.		Covered				Covered 0% after Ded.				Covered 0% after Ded.	
PCP/Specialist Office Calls	\$20/\$35		20% after Ded.		\$30/\$45				0% after Ded.				0% after Ded.	
Urgent Care	\$75		20% after Ded.		\$75				0% after Ded.				0% after Ded.	
Emergency Room (waived in admitted)	\$150		\$150		\$150				0% after Ded.				0% after Ded.	
In Hospital Care	0% after Ded.		20% after Ded.		0% after Ded.				0% after Ded.				0% after Ded.	
In Patient Copay / Cap	\$0		\$0		\$0				\$0				\$0	
OutPatient Services														
Advanced Imaging	\$150		20% after Ded.		\$150				0% after Ded.				0% after Ded.	
OutPatient Surgery	0% after Ded.		20% after Ded.		0% after Ded.				0% after Ded.				0% after Ded.	
Pre/Post Maternity Services	\$0		20% after Ded.		\$0				\$0				\$0	
Physical, Speech & Occup. Therapy	\$20		50% after Ded.		\$30				0% after Ded.				0% after Ded.	
Maximum Visits Per Year	60 combined - 60 ST		60 combined - 60 ST		60 combined - 60 ST				60 combined - 60 ST				60 combined - 60 ST	
Chiropractic Treatment**	\$20		50% after Ded.		\$30				0% after Ded.				0% after Ded.	
Maximum Visits Per Year	30		30		30				30				30	
Prescription Drugs (In Network)														
Generic (Pref. / Non-Pref)			\$10		\$15				\$10 after ded.				\$10 after ded.	
Preferred Brand			\$40		\$50				\$40 after ded.				\$40 after ded.	
Non-Preferred Brand			\$80		\$80				\$80 after ded.				\$80 after ded.	
Preferred Specialty			\$40		\$50				\$40 after ded.				\$40 after ded.	
Non-Preferred Specialty			\$80		\$80				\$80 after ded.				\$80 after ded.	
RX Riders/Details			2x mopd		2x mopd				2x mopd				2x mopd	
Rates	Census	Current	Renewal	Census	Current	Renewal	Census	Current	Renewal	Census	Renewal			
Single	1	\$680.03	\$736.54	8	\$565.33	\$612.38	6	\$501.53	\$543.12	6	\$493.07			
Employee + One	1	\$1,421.26	\$1,539.37	1	\$1,181.54	\$1,279.88	11	\$1,048.19	\$1,135.12	11	\$1,030.52			
Family	2	\$1,856.48	\$2,010.76	5	\$1,543.35	\$1,671.80	33	\$1,369.18	\$1,482.72	33	\$1,346.08			
Estimated Annual Premium	4	\$69,771.00	\$75,569.16	14	\$161,051.16	\$174,455.04	50	\$716,666.52	\$776,097.60		\$704,577.36			
Difference in Annual Premium			\$5,798.16			\$13,403.88			\$59,431.08		-\$12,089.16			
Percentage Difference			8.31%			8.32%			8.29%		-1.72%			

2022 ANNUAL CONTRIBUTION HARD CAPS	ER CONTRIB.	EE SHARE	ER CONTRIB.	EE SHARE	ER CONTRIB.	EE SHARE	ER CONTRIB.	EE SHARE
\$7,304.51	\$7,304.51	\$1,533.97	\$7,304.51	\$44.05	\$6,517.44	\$0.00	\$5,916.84	\$0.00
\$15,276.01	\$15,276.01	\$3,196.43	\$15,276.01	\$82.55	\$13,621.44	\$0.00	\$12,366.24	\$0.00
\$19,921.45	\$19,921.45	\$4,207.67	\$19,921.45	\$140.15	\$17,792.64	\$0.00	\$16,152.96	\$0.00

Contributions	Employee contribution		Employee contribution		HSA contribution to Employee		HSA contribution to Employee	
	Annual	Per Pay	Annual	Per Pay	Annual	Monthly	Annual	Monthly
	Single	\$1533.97	\$63.92	\$44.05	\$1.84	\$787.07	\$65.59	\$1387.67
Double	\$3196.43	\$133.18	\$82.55	\$3.44	\$1654.57	\$137.88	\$2909.77	\$242.48
Family	\$4207.67	\$175.32	\$140.15	\$5.84	\$2128.81	\$177.40	\$3768.49	\$314.04

Total employer contribution (includes HSA)	2021 - 2022	\$1,065,587.23
	2022 - 2023	\$1,105,013.78
	\$ / % change	\$39,426.55 3.70%

Notes:

Employee contributions for the first two plans are taken on a per pay basis (24 pays per year)

Employer HSA contributions for the second two plans are made the first pay each month, starting in July

APPENDIX A-3 SEA Other Fringe Benefits

Saugatuck Public Schools

Other Fringe Benefits - Appendix A-3

VISION		DELTA DENTAL		Life AD & D	
NETWORK	MESSA VSP 3 GOLD	NETWORK	DELTA DENTAL PREMIER	Contribution Basis	Non-Contributory
EYE EXAM	IN NETWORK 100% OUT OF NETWORK 100% UP TO \$35/\$45	IN NETWORK \$0 OUT OF NETWORK \$0		Life AD & D Insurance Benefit Maximum	Teachers \$50,000
EXAM FREQUENCY	ONCE EVERY 12 MONTHS July 1 to June 30	January 1 to December 31		Long Term Disability	
FRAMES	100% (UP TO ANNUALLY ADJUSTED ALLOWANCE)	ANNUAL MAXIMUM CLASS 1,2,3	\$1,200	Contribution Basis	Non-Contributory
FRAME FREQUENCY	ONCE EVERY 12 MONTHS	CLASS 1 - Preventive/Diagnostic CLASS 2 - Basic Services CLASS 3 - Major Services		Class 1 Description Elimination Period Benefit Duration	Teachers 30 days ADEA/ASHRA
LENSES	100% VARIES	Dependent Age Limit	100% 80% 80%	Monthly Benefit %	66.67%
LENSES FREQUENCY	ONCE EVERY 12 MONTHS	Class 4	23rd B-day (end cal Yr) %	Maximum Monthly Benefit	\$2,500.00
CONTACT LENSES - ELECTIVE	100% UP TO \$135	Orthodontia Services	60%	Minimum Monthly Benefit	Greater of 10% / \$100
CONTACT LENSES - MEDICALLY NECESSARY	100% UP TO \$200	Life Time Maximum	\$1,500	Own Occupation Period	24 Months
LASIK BENEFIT	ONCE EVERY 12 MONTHS DISCOUNT AVAILABLE	Dependent Age Limit - Ortho Endodontic & Periodontic Sv	19th Birthday Basic		
Contribution Basis	Life AD & D				
Life AD & D Insurance Benefit Maximum	Non-Contributory				
	Teachers				
	\$50,000				

This is not a contract. It is intended as an easy to read summary. Additional limitations & exclusions may apply to services. A complete copy of your plan design is available at Central Office or on our website: www.saugatuck.ps.com, click on the Transparency link, and scroll down to benefits.

APPENDIX B
PAYROLL

- A. Payroll for the 2022-23, 2023-24 and 2024-25 school years will be based on TWENTY-SIX (26) or TWENTY- TWO (22) periods per school year.
- B. Direct Deposit: All payroll checks are processed through direct deposit. Secure on-line pay information is available through www.saugatuckpublicschools.com, Staff Forms and Information, Pay Stub Module. Please contact the payroll department to reset passwords or login ID's.
- The cost of replacing lost W2's or stopping payment on reimbursement checks will be assumed by the employee. The cost of any deduction changes will be assumed by the Board.
- C. The cost of replacing lost W2's or stopping payment on reimbursement checks will be assumed by the employee. The cost of any deduction changes will be assumed by the Board.
- D. Provided that the employee has authorized payroll deductions in writing, the Board will deduct for the following:
1. Health insurance
 2. Board approved annuities
 3. Banks or Credit Union Checking or Savings accounts with proper documentation for processing.
 4. Savings
 5. Voluntary options under the 125-Plan
 6. Other deductions as mutually agreed upon.

**APPENDIX C
GRIEVANCE REPORT FORM
SAUGATUCK PUBLIC SCHOOLS**

APPLICATION TO PRECEED TO LEVEL II: WRITTEN GRIEVANCE

Contract Reference: Article 10(d)Level I

This form is to be completed after employee has complied with the steps in **Level I** that resulted in no resolution of the complaint. This form is to be completed, signed and filed with their Building Principal, SEA Union representative, and the Superintendent .

GRIEVANCE # _____ Building _____

Name of Grievant _____ Date Filed _____

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought _____

3. Article of Contract Violated: _____

Employee Signature

Dated

C. Attach Disposition Statement by Principal :

Signature

Dated

D. Attach Position Statement of Grievant and/or SEA:

Signature

Dated

APPENDIX C
GRIEVANCE REPORT FORM
SAUGATUCK PUBLIC SCHOOLS

APPLICATION TO PRECEED TO LEVEL III: REQUEST FOR BOARD HEARING

Contract Reference: Article 10(d)Level II

This form is to be completed after employee has complied with the steps in **Level I and Level II**, and the employee is not satisfied with the determination or relief offered in Level II. This form is to be completed, signed and filed with their Building Principal, SEA Union representative, the Superintendent .

GRIEVANCE # _____ Building _____

Name of Grievant _____ Date Filed _____

A. Date Received by Superintendent or Designee _____

B. Attach Disposition of Superintendent or Designee:

Signature

Dated

C. Attach Position Statement of Employee or SEA:

Signature

Dated

Date of Board Hearing: _____

APPENDIX C
GRIEVANCE REPORT FORM
SAUGATUCK PUBLIC SCHOOLS

APPLICATION TO PRECEED TO LEVEL IV: DEMAND FOR ARBITRATION

Contract Reference: Article 10(d)Level III

This form is to be completed by the authorized SEA representative if no decision is rendered within thirty (30) days of the hearing, or if the decision is unsatisfactory to the SEA. The SEA must submit a position statement at this point. This form is to be completed, signed and filed with the Board of Education according to the timelines specified in Article 10.

GRIEVANCE # _____ Building _____

Name of Grievant _____ Date Filed _____

A. Date Received by Board of Education or Designee : _____

B. Disposition by Board (Attach Board decision rendered in Level III)

Signature

Dated

C. Position of Grievant and/or SEA _____

Signature

Dated

Arbitrator Assigned: _____

**APPENDIX D
PAY INDEX**

2022-2023

0.00%	% Change			
0.00	Step			
\$ 2,500	Fixed Amount			
2022-2023 Salary Table				
STEP	BA 1	BA18 2	MA 4	MA30 6
1	42,500	43,500	44,500	45,500
2	43,450	44,600	45,800	47,000
3	44,400	45,700	47,100	48,500
4	45,350	46,800	48,400	50,000
5	46,300	47,900	49,700	51,500
6	47,250	49,000	51,000	53,000
7	48,200	50,100	52,300	54,500
8	49,150	51,200	53,600	56,000
9	49,150	52,300	54,900	57,500
10	49,150	53,400	56,200	59,000
11	49,150	54,500	57,500	60,500
12	49,150	55,600	58,800	62,000
13	49,150	56,700	60,100	63,500
14	49,150	57,800	61,400	65,000
15	49,150	58,900	62,700	66,500
16	49,150	60,000	64,000	68,000
17	49,150	61,100	65,300	69,500
18	49,150	62,200	66,600	71,000
19	49,150	63,300	67,900	72,500
20	49,150	64,400	69,200	74,000
21	49,150	65,500	70,500	75,500
22	49,150	66,600	71,800	77,000
23	49,150	67,700	73,100	78,500
24	49,150	68,800	74,400	80,000
25	49,150	69,900	75,700	81,500
26	49,150	71,000	77,000	83,000
27	49,150	72,100	78,300	84,500
28	49,150	73,200	79,600	86,000
29	49,150	74,300	80,900	87,500
30	49,150	75,400	82,200	89,000

2023-2024

0.00%	% Change			
1.00	Step			
\$ 1,500	Fixed Amount			
2023-2024 Salary Table				
	BA	BA18	MA	MA30
STEP	1	2	4	6
1	44,000	45,000	46,000	47,000
2	44,950	46,100	47,300	48,500
3	45,900	47,200	48,600	50,000
4	46,850	48,300	49,900	51,500
5	47,800	49,400	51,200	53,000
6	48,750	50,500	52,500	54,500
7	49,700	51,600	53,800	56,000
8	50,650	52,700	55,100	57,500
9	50,650	53,800	56,400	59,000
10	50,650	54,900	57,700	60,500
11	50,650	56,000	59,000	62,000
12	50,650	57,100	60,300	63,500
13	50,650	58,200	61,600	65,000
14	50,650	59,300	62,900	66,500
15	50,650	60,400	64,200	68,000
16	50,650	61,500	65,500	69,500
17	50,650	62,600	66,800	71,000
18	50,650	63,700	68,100	72,500
19	50,650	64,800	69,400	74,000
20	50,650	65,900	70,700	75,500
21	50,650	67,000	72,000	77,000
22	50,650	68,100	73,300	78,500
23	50,650	69,200	74,600	80,000
24	50,650	70,300	75,900	81,500
25	50,650	71,400	77,200	83,000
26	50,650	72,500	78,500	84,500
27	50,650	73,600	79,800	86,000
28	50,650	74,700	81,100	87,500
29	50,650	75,800	82,400	89,000
30	50,650	76,900	83,700	90,500

For the 2023-24 contract year, a \$1,000 off schedule payment will be made to employees who have completed Step 30 of the pay index.

Employees will receive a \$1,000 bonus upon completing each five (5) year interval of service with Saugatuck Public Schools. For example, following the completion of 5, 10, 15, 20, 25, 30, etc. years of service in the district.

2024-2025

0.00%	% Change			
1.00	Step			
\$ 1,500	Fixed Amount			
2024-2025 Salary Table				
	BA	BA18	MA	MA30
STEP	1	2	4	6
1	45,500	46,500	47,500	48,500
2	46,450	47,600	48,800	50,000
3	47,400	48,700	50,100	51,500
4	48,350	49,800	51,400	53,000
5	49,300	50,900	52,700	54,500
6	50,250	52,000	54,000	56,000
7	51,200	53,100	55,300	57,500
8	52,150	54,200	56,600	59,000
9	52,150	55,300	57,900	60,500
10	52,150	56,400	59,200	62,000
11	52,150	57,500	60,500	63,500
12	52,150	58,600	61,800	65,000
13	52,150	59,700	63,100	66,500
14	52,150	60,800	64,400	68,000
15	52,150	61,900	65,700	69,500
16	52,150	63,000	67,000	71,000
17	52,150	64,100	68,300	72,500
18	52,150	65,200	69,600	74,000
19	52,150	66,300	70,900	75,500
20	52,150	67,400	72,200	77,000
21	52,150	68,500	73,500	78,500
22	52,150	69,600	74,800	80,000
23	52,150	70,700	76,100	81,500
24	52,150	71,800	77,400	83,000
25	52,150	72,900	78,700	84,500
26	52,150	74,000	80,000	86,000
27	52,150	75,100	81,300	87,500
28	52,150	76,200	82,600	89,000
29	52,150	77,300	83,900	90,500
30	52,150	78,400	85,200	92,000

For the 2024-25 contract year, a \$1,000 off schedule payment will be made to employees who have completed Step 30 of the pay index.

Employees will receive a \$1,000 bonus upon completing each five (5) year interval of service with Saugatuck Public Schools. For example, following the completion of 5, 10, 15, 20, 25, 30, etc. years of service in the district.

APPENDIX E-1
PAY FOR EXTRA-CURRICULAR ACTIVITIES – ATHLETICS
FALL SPORTS

Football

Varsity Head Coach	14%
Varsity Assistant	7%*
JV Head Coach	7%*
JV Assistant	7%*

Soccer – Boys

Varsity Head Coach	10%
--------------------	-----

Soccer – Girls

Varsity Head Coach	10%
--------------------	-----

Volleyball

Varsity Head Coach	14%
JV Head Coach	7%*
Freshmen Coach	6%*

Cross Country

Boys Varsity Head Coach	10%
Girls Varsity Head Coach	10%*

WINTER SPORTS

Basketball – Boys

Varsity Head Coach	14%
JV Head Coach	7%*
Freshmen Coach	6%*

Basketball – Girls

Varsity Head Coach	14%
JV Head Coach	7%*

Bowling—Boys & Girls

Varsity Head Coach	10%
--------------------	-----

SPRING SPORTS

Golf

Varsity Head Coach	10%
JV Head Coach* for 12 or more total (V/JV players)	7%*

Track

Boys Varsity Head Coach	10%
Girls Varsity Head Coach	10%
Boys/Girls Assistant Track Coach	6%

Softball

Varsity Head Coach	10%
JV Head Coach	7%*

Baseball

Varsity Head Coach	10%
JV Head Coach	7%*

MIDDLE SCHOOL SPORTS

Activity	Weeks	Activity	Weeks
Football	9	Cross Country	6
Volleyball – 8 th grade	8	Track – Boys	8
Volleyball – 7 th grade	8	Track – Girls	8
Boys Basketball – 8 th grade	8	Soccer – Boys	8
Boys Basketball – 7 th grade	8	Soccer – Girls	8
		Girls Basketball – 8 th grade	8
		Girls Basketball – 7 th grade	8
Athletic Director	18%		

Coaches will receive a \$750 bonus upon completing ten (10) years and upon completing fifteen (15) years coaching the same sport with Saugatuck Public Schools.

Compensation for MIDDLE SCHOOL SPORTS for specific activities is to be limited \$250 times weeks listed.
 Compensation for HIGH SCHOOL SPORTS for specific activities is to be limited to five (5) steps on the BA Base
 Example: 3 years' experience – 4th step of BA column x Percentage of Activity
 Example: 5+ years' experience – 5th step of BA column x Percentage of Activity

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

***Freshmen and JV Teams**

Minimum number of participants necessary to offer sport team will be the number of players to field a team +3

i.e. Boys freshman basketball: $5 + 3 = 8$

If JV and freshman teams are not offered due to low numbers, every attempt shall be made by the Varsity/JV teams to accommodate displaced athletes.

All extra-curricular activities will be calculated per the 2022-23 contract.

All non-teaching coaches will be processed through the third party provider.

Coaching pay is distributed either 100% at conclusion of sport or 50% midway, and balance at conclusion.

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

High School Band Director	10%
Junior High Band Director	5%
Pep Band – Football Season	1%
Pep Band – Basketball Season.....	2%
High School Choir.....	3%
High School Dramatics	8%
High School Yearbook/Newspaper.....	4%
High School Robotics	7.5%
Art a~Loan.....	3%

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

Example: 3 years’ experience – 4th step of BA Degree x Percentage of Activity
 5 years’ experience – 5th step of BA Degree x percentage of Activity

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

Summer School Teaching: Summer School Teachers would receive \$35.00 per hour for classroom instruction. There will be an additional \$50.00 preparation stipend for teaching summer school. There would also be an additional \$1.00 per hour for an employee who has more than five (5) years of service or teaching summer school for the Saugatuck Public School District.

All extra-curricular activities will be calculated per the 2022-23 contract.

Additional Approved Curriculum Work:

Compensation for summer curriculum work shall be for the following purposes: the development of new courses, departmental or building level curriculum changes or the analysis of district data.

Such work will be coordinated and approved by the building principal. Final approval for all summer curricular work will rest with the Superintendent.

Summer work will be compensated at a rate of \$30.00 per hour. For Additional Approved Curriculum Work, a day will be defined as seven (7) hours.

Classroom Moves: Teachers will be compensated \$75 per move if they are required to move their furniture and teaching supplies to a different classroom.

Elementary Grade Changes: Elementary teachers changing grade levels to a grade they have not taught in the prior five (5) years will be provided two non-contract days at the curriculum rate to prepare for teaching at the new grade level.

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

Class Sponsors:

Senior Sponsor	4%
Junior Sponsor	3%
Sophomore Sponsor	2%
Freshman Sponsor	2%

Other:

HS Student Council	3%
MS Student Council	3%
Quiz Bowl	3%
Clubs (authorized)	3%
Art National Honor Society	2%
HS National Honor Society	2%
MS/HS Spirit Crew (per advisor)	4%
Interact Club (per advisor)	5%

Sixth Grade Camp (per Teacher)\$450

Other activities may be added by approval of the Board of Education. The number of advisors per schedule B position is at the discretion of the building principal with approval of the superintendent.

Example: 3 years' experience – 4th step of BA x Percentage of Activity
 5 years' experience – 5th step of BA x Percentage of Activity

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

Club Stipends/percentages reflect a full year activity. ½ year clubs are prorated to 1.5%, and 6 weeks clubs are prorated to 0.75%.

All extra-curricular activities will be calculated per the 2022-23 contract.

APPENDIX F SCHOOL CALENDAR

2022-2023
04/14/2022

M	T	W	TH	F	DAYS STUDENT	WORK DAYS	
August 2022							
1	2	3	4	5	0	0	
8	9	10	11	12	0	0	
15	16	17	18	19	0	0	
15	15	15	25	26	2	3	
29	30	31			3	3	
						5	6

M	T	W	TH	F	DAYS STUDENT	WORK DAYS	
September 2022							
			1	MS	1	1	
LD	6	7	8	9	4	4	
12	13	14	15	16	5	5	
19	20	21	22	23	5	5	
26	27	28	29	30	5	5	
						20	20

M	T	W	TH	F	DAYS STUDENT	WORK DAYS	
October 2022							
3	4	5	6	7	5	5	
10	11	12	13	IS	5	5	
17	18	19	20	21	5	5	
24	25	26	27	28	5	5	
31					1	1	
						21	21

M	T	W	TH	F	DAYS STUDENT	WORK DAYS	
November 2022							
1	2	3	4		4	4	
7	8	9	10	11	5	5	
14	15	16	17	1/2	5	5	
21	22	MS	TG	MS	2	4	
28	29	30			3	3	
						19	21

M	T	W	TH	F	DAYS STUDENT	WORK DAYS	
December 2022							
			1	2	2	2	
5	6	7	8	9	5	5	
12	13	14	15	16	5	5	
HB	HB	MS	HB	HB	0	0	
HB	HB	HB	HB	HB	0	0	
						12	12

M	T	W	TH	F	DAYS STUDENT	WORK DAYS	
January 2023							
HB	3	4	5	6	4	4	
9	10	11	12	13	5	5	
MS	17	18	19	20	4	4	
23	24	25	26	IS	4	5	
30	31				2	2	
						19	20

1st Trimester (Nov 18 - 57 days)
2nd Trimester (Mar 3 - 57 days)
3rd Trimester (Jun 9 - 61 days)
1st Semester (Jan 20 - 87 days)
2nd Semester (Jun 9 - 88 days)

Aug 22 DES & MS-HS In Service
Aug 23 DES & MS-HS In Service
Aug 24 DES & MS-HS In Service
Oct 14 DES & MS-HS In Service
Nov 18 1/2 DES Off 1/2 MS-HS Records
Jan 27 1/2 District In Service 1/2 DES Records; 1/2 MS & HS Collab
Mar 3 1/2 DES Off 1/2 MS-HS Records
Mar 15 DES & MS-HS In Service
Apr 19 DES & MS-HS In Service
Jun 9 1/2 District Records

M	T	W	TH	F	DAYS STUDENT	WORK DAYS	
February 2023							
			1	2	3	3	
6	7	8	9	MS	4	4	
MS	14	15	16	17	4	4	
20	21	22	23	24	5	5	
27	28				2	2	
						18	18

M	T	W	TH	F	DAYS STUDENT	WORK DAYS	
March 2023							
			1	2	1/2	3	3
6	7	8	9	10	5	5	
13	14	15	16	17	5	5	
20	21	22	23	24	5	5	
27	28	29	30	MS	4	4	
						22	22

M	T	W	TH	F	DAYS STUDENT	WORK DAYS	
April 2023							
1	2	3	4	5	0	0	
10	11	12	13	14	5	5	
17	18	19	20	21	5	5	
24	25	26	27	28	5	5	
					0	0	
						15	15

M	T	W	TH	F	DAYS STUDENT	WORK DAYS	
May 2023							
1	2	3	4	5	5	5	
8	9	10	11	12	5	5	
15	16	17	18	19	5	5	
22	23	24	25	26	5	5	
WD	30	31			2	2	
						22	22

M	T	W	TH	F	DAYS STUDENT	WORK DAYS	
June 2023							
			1	2	2	2	
5	6	7	8	1/2	5	5	
12	13	14	15	16	0	0	
19	20	21	22	23	0	0	
26	27	28	29	30	0	0	
						7	7

STAFF DAYS 184
STUDENT DAYS 180

KEY	
IS	PD/Collab - No Students
LD	LABOR DAY HOLIDAY
TG	THANKSGIVING HOLIDAY
HB	HOLIDAY BREAK
SPRING BREAK	
MEMORIAL DAY	
NO SCHOOL - NO STAFF	
1/2	1/2 DAY STUDENTS

DES P/T Conferences - Nov 15, 16 & 17 and February 28 & March 1 & 2

MS/HS P/T Conferences - Oct 5 & 6 and Jan 25 & 26

TO T 4/14/22
Spent 4/14/22

APPENDIX G (Article 18)
ANNUAL RECORD OF PROFESSIONAL DEVELOPMENT
(Requirements of Section 1527 of Public Act 335, 1993)

- A. **The Annual Record of Professional Development** shall be completed annually by each employee of Saugatuck Public Schools, signed and dated by the building principal or supervisor and returned to Central Office. Each year, a copy of the form shall be placed in the teacher's personnel file and a copy provided to the teacher for his/her record. A guideline for professional development that qualifies for the Michigan Legislative Requirements is listed on an attached form. Individuals completing the form should report the professional development according to the reportable areas as noted on the grid (use more than one form if necessary to record professional development for the year). The form is available on the districts website, [www. saugatuckpublicschools.com](http://www.saugatuckpublicschools.com), staff forms, Annual Record of Professional Development. (Current Year).
- B. **Teachers who are in their first three years of teaching:** Teachers new to the profession in addition to 30 hours of professional development per year, are to complete an additional 15 days in their first three years of teaching. Classroom Management and Instructional Delivery Strategies hours should be above and beyond the 30 hours of professional development provided by the district.

APPENDIX I

3131 - PROCEDURES FOR LAYOFF AND RECALL OF TEACHERS

The following procedures shall apply to personnel decisions made when conducting a staffing or program reduction or any other personnel determination resulting in the elimination of a teaching position, when conducting a recall from a staffing or program reduction or any other personnel determination resulting in the elimination of a teaching position or in hiring after a staffing or program reduction or any other personnel determination resulting in the elimination of a teaching position.

The Board reserves the right to reduce teaching personnel when circumstances warrant a reduction in the Board's opinion.

DEFINITION OF TEACHER

For purposes of these procedures, "teachers" include non-supervisory employees whose employment is regulated by the tenure act, individuals with teaching certificates (as defined by the teacher certification code) who are assigned to position within the District for which the Michigan Department of Education (MDE) requires a teaching certificate.

Individuals whose employment is not subject to the Tenure Act are not covered by these procedures. For example, individuals who possess a teaching certificate, but are assigned to a position for which such a certificate is not required, are not subject to this policy or its implementing regulations (e.g. school social workers, school psychologists, school nurses, occupational therapists, etc.).

School counselors and speech therapists are subject to these regulations if their employment is regulated by the Tenure Act (If they hold a valid teaching certification and had acquired tenure, they are subject to the reforms. If they are not required to have certification, they are not covered by the reforms, but may be subject to mandatory bargaining if they are included in the bargaining unit)

RETENTION OF EFFECTIVE TEACHERS

These procedures should be interpreted and applied so as to ensure that the District's teachers rated Effective or Highly Effective are retained during any layoff/recall/hire, to the extent reasonably feasible, when considering all relevant qualifications such as their state and Federal certification and highly qualified status.

It is within the sole discretion of the District to identify the positions, assignments, programs, grades, classes, and certification areas to be affected by a layoff/recall/hiring.

CERTIFICATION AND HIGHLY QUALIFIED (HQ) STATUS

In the event that the Board finds it necessary to reduce the number of teaching staff, the District will ensure that teachers are retained in such a manner that meets MDE - OPSS requirements for certification and Highly Qualified ("HQ") Status as defined by state and Federal mandates.

It is the teacher's responsibility to timely notify the District in writing of changes in certification or HQ Status. It is also the teacher's responsibility to maintain certification and HQ Status while on layoff and to notify the District of any changes which may affect the teacher's eligibility for recall, such as certificate renewals, additional endorsements, etc. The District will rely upon the documentation placed within a teacher's personnel file as of the date the decision is made by the District to issue layoff/recall notices.

Order of Layoff

In the event that the Board of Education finds it necessary to reduce the number of teaching staff, teachers shall be laid off within the positions, assignments, programs, grades, classes and/or certification areas in the following order, provided that certified and, where applicable, qualified (i.e., HQ) teachers are retained for the remaining assignments. Where the state rating category is referenced in the layoff procedure, the District will only recognize the classifications of ineffective, minimally effective, effective and highly effective status. The point system assigned through the evaluative process will not be a factor for the order of layoff.

- A. Probationary teachers rated Ineffective on their most recent year-end evaluation whose employment has not been terminated through contract non-renewal. (It is generally the District's practice not to renew the employment of teachers who are rated Ineffective and thus layoff should typically not be applicable. However, in the event probationary teachers rated Ineffective remain employed, they shall be the first teachers laid off.)
- B. Tenured teachers rated Ineffective on their most recent year- end evaluation.
- C. Probationary teachers rated Minimally Effective on their most recent year-end evaluation whose employment has not been terminated through contract non-renewal.
- D. Tenured teachers rated Minimally Effective on their most recent year-end evaluation.
- E. Probationary and tenured teachers rated Effective on their most recent year-end evaluation using the factors listed below.

Layoff Criteria

In the event there are multiple teachers in any tier of the layoff order, the decision on which of these teachers shall be subject to layoff, the following factors shall be considered:

Individual performance shall be the majority factor in making the decision, as defined within section 1248(1)(B)(i) of the Michigan Revised School Code.

Individual performance shall include:

1. Evidence of student growth (as defined within the teacher evaluation system) which shall be the predominant factor;
2. The teacher's demonstrated pedagogical skills (as rated in the most recent year end teacher evaluation on file within the District) which shall include consideration of:
 - a. a special determination concerning the teacher's knowledge of his or her subject area;
 - b. the ability to impart such knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom and consistent preparation to maximize instructional time;
 - c. the teacher's management of the classroom, manner and efficacy of disciplining pupils, rapport with parents and other teachers, and ability to withstand the strain of teaching (as rated in the most recent year end teacher evaluation system and/or as evidenced by a recent classroom observation or relevant disciplinary record);
 - d. the teacher's attendance and disciplinary record, if any (FMLA absences and absences for approved medical leave of three days or greater shall not be considered).
3. Significant, relevant accomplishments, as defined within section 1248(1)(B)(ii) of the Michigan Revised School Code; and:
 - a. a teacher who has demonstrated particularly strong individual performance in a specific position, assignment, grade, or subject area, shall be retained over another teacher who has not demonstrated a particularly strong individual performance in that specific position, assignment, grade or subject area;
 - b. a teacher with demonstrated effective teaching experience in a specific position, grade, or subject area, shall may be retained over another teacher who has not demonstrated effective

teaching experience within the District;

4. Relevant special training, as defined within section 1248(1) (B)(iii) of the Michigan Revised School Code .
 - a. A teacher who possesses specialized subject-matter knowledge, or who has completed specialized training, that is considered important to the effective functioning of a school, program, or subject area, shall be retained over another teacher who does not possess the specialized subject-matter knowledge or has not completed the specialized training.
 - b. A teacher possessing specialized skills, endorsements, certificates or the eligibility to obtain a needed MDE permit (e.g., endorsed bilingual or certificated ESL or eligible to receive a MDE permit), shall be retained over another teacher who does not possess same, provided that the teacher being retained has demonstrated effectiveness in positions requiring such skills, endorsements, certificates or the eligibility to obtain same.
 - c. In the event that two (2) or more teachers are considered to be equal in all of the above factors, the District may elect to retain a teacher with multiple certifications, endorsements, specialized skills and/or Highly Qualified Status in multiple areas over a teacher with fewer certifications, endorsements, specialized skills or Highly Qualified status, who has demonstrated effectiveness.
 - d. Notwithstanding anything to the contrary, a teacher who possesses specialized subject-matter knowledge, or who has completed specialized training, that is considered integral or extremely important to the effective functioning of a school, program, or subject area, shall be retained over another teacher who does not possess the specialized subject-matter knowledge or has not completed the specialized training, who has demonstrated effectiveness.

Consideration of Tenure or Length of Service

In the event that two (2) or more teachers are considered to be equal in all of the above factors, then tenure status shall be used to determine the teacher who is laid off (with the probationary teacher being laid off first), and thereafter, seniority (with the teacher with the least seniority being laid off first).

Highly Effective Teachers

Probationary and tenured teachers rated Highly Effective shall be the last teachers laid off in any area identified for personnel reductions, and they shall also be the first

teachers recalled. In the event it necessary to lay off a Highly Effective teacher, the considerations set forth above with respect to which Effective teachers shall be subject to layoff shall apply (which procedures shall also apply in the event it is necessary to determine which among two (2) or more Minimally Effective or Ineffective teachers need to be laid off).

Right of Assignment

The District shall have the right provided under applicable law to assign and place teachers as deemed in the best interest of the educational program, and it shall have no obligation to reassign any teacher(s) in order to employ any particular teacher(s) based upon tenure status or seniority).

During Layoff

During layoff, no salary, fringe benefits, seniority, sick days or increments will accrue or be paid. If applicable, a laid off teacher may choose to maintain health care benefits by paying the COBRA rate in accordance with applicable law. Laid-off personnel electing COBRA health insurance continuation coverage are not eligible for any HSA pre-funding that may be provided by the District.

Notice of Layoff

Generally, it is preferred that layoff notices not be issued until the year-end performance evaluations have been completed and reviewed. In addition, it is also preferred that layoff notices not be issued until the most recent student growth data available has been reviewed with respect to the teaching positions being considered for layoff. It is understood that these preferences may not be reasonably feasible in a particular year, or at the time layoffs may be warranted for economic or other reasons.

The District will endeavor to provide the Association with an advance list of the teachers who will be notified of layoff, and will also typically provide the Association President with an opportunity to discuss the reasons for selection of the listed teachers.

The District will endeavor to provide thirty (30) days written notice of layoff prior to the start of the next school year, semester, trimester or marking period; however, in no case will the notice be less than fourteen (14) days before the effective date of the layoff.

Recall/Hiring

The District shall ensure that no teacher is recalled to a position for which s/he is not certified and Highly Qualified in accordance with applicable law. The District shall staff in compliance with MDE - OPPS requirements.

Subject to these certification and Highly Qualified requirements, the District will recall teachers in the reverse order listed under Layoff; that is, with teachers rated Highly Effective being recalled first, followed by teachers rated Effective, followed by tenured teachers rated Minimally Effective, and so on.

In deciding which teachers shall be recalled first within a particular category (such as the category in which teachers were rated Effective, for example), the following factors shall be considered:

- A. individual performance shall be the majority factor in making the decision, as defined within section 1248(1)(B)(i) of the Michigan Revised School Code and these procedures;
- B. significant, relevant accomplishments, as defined within section 1248(1)(B)(ii) of the Michigan Revised School Code and these procedures; and
- C. specialized training, as defined within section 1248(1)(B)(iii) of the Michigan Revised School Code and these procedures.

In the event that two (2) or more teachers are considered to be equal in all of the above factors, the District may elect to recall a teacher with multiple certifications, endorsements, specialized skills and/or Highly Qualified Status in multiple areas over a teacher with fewer certifications, endorsements, specialized skills or Highly Qualified status, provided the teacher has demonstrated effectiveness in the foregoing areas.

Consideration of Tenure or Length of Service

In the event that two (2) or more teachers are considered to be equal in all of the above factors, then tenure status shall be used to determine the teacher who is recalled (with the tenured teacher being recalled first), and thereafter, seniority (with the teacher with the most seniority being recalled first).

Teachers rated Ineffective (or Unsatisfactory) on their most recent performance evaluation shall have no preference for recall. Any exception to the prohibition against recall of such teachers shall be approved in writing by the Superintendent or designee, with the reason(s) stated for the exception.

Part-Time Teachers

Teachers employed part-time as of the effective date of layoff may be recalled to full-time employment depending upon their individual performance, certification and Highly Qualified Status. Such teachers may reject recall to a position that is not comparable to the position held prior to their layoff.

Instructional Continuity

In the case of a teaching position to be filled after the start of the school year, strong consideration will be given to maintaining instructional continuity and avoiding disruptions to student learning. The District may recall a teacher rather than reassign existing staff.

Duration of Recall Rights

Teachers have recall rights for three (3) years, or the length of seniority if it is less than three (3) years, calculated from the effective date of the most recent layoff.

Except as stated herein, teachers who decline recall for a reason other than being under contract with another public school district shall lose their recall rights and be removed from the recall list. However, teachers who were employed full-time as of the effective date of layoff may decline recall to a less than full-time assignment and preserve recall rights. Similarly, teachers who were employed part-time as of the effective date of layoff may decline recall to a longer assignment and preserve recall rights. The only other exceptions to losing recall rights must be approved by the Superintendent or designee in writing, with the reason(s) stated for the exception.

Notice of Recall

Any teacher on layoff who is determined to be eligible for recall will be notified by regular or electronic mail at the most recent postal or electronic mail address or at the phone number on file with the District's Human Resources Office. If contact information is out of date, and the District is unable to reach the teacher by regular or electronic mail or telephone, recall rights will be terminated. The teacher is generally required to decide whether or not to accept recall within two (2) days (forty-eight (48) hours) after receiving notification, unless the District determines that the situation is such that additional time can be given.

Unemployment Benefits

A teacher who is laid off, who is paid unemployment benefits (based upon being laid off from his/her regular teaching assignment) during the summer immediately following the layoff, and who is subsequently recalled to a teaching position prior to the first day of the next school year, shall have his/her annual teaching salary reduced by 100% of the gross dollar amount of the unemployment compensation benefits s/he received in the summer, spread over the applicable pay periods for the school year, to the extent permitted by law.

Amendment

These procedures may be amended from time to time and any such amendments shall be immediately effective upon their posting and publication.

Approved 10/19/17

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