

**Master Agreement**

**Between**

**The Suttons Bay Public Schools  
Board of Education**

**and**

**The Suttons Bay Education Association**

**July 1, 2021 – June 30, 2024**

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## **ARTICLE 1**

### **RECOGNITION**

- 1.1 The Board of Education of Suttons Bay, hereinafter known as the Board, recognizes the Suttons Bay Education Association, affiliated with the MEA/NMEA/NEA, as defined in Section II, Act 379, Public Acts of 1965, as amended, hereinafter known as the Association, as the exclusive bargaining agent for all certified teaching personnel, school counselor(s) and school social worker(s) excluding substitutes, superintendent, principals, and all persons engaged 50% or more of their time in the direct administration and supervision of professional teaching personnel.
- 1.2 The Board of Education agrees not to extend these rights to any other labor organization for the duration of this Agreement.
- 1.3 An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act 2012 Public Act 436.

## **ARTICLE 2**

### **DEFINITIONS**

- 2.1 For the purpose of this Agreement, the following definitions apply:
- 2.2 The term "days" shall mean the days of the week (Monday through Friday, excluding Saturday and Sunday) including the summer but excluding breaks in the calendar (e.g. Thanksgiving Day, Christmas vacation, etc.).
- 2.3 "Seniority" shall be defined to mean the length of continuous, uninterrupted teaching service in this district. Seniority shall not accrue during an unpaid leave of absence (except in an approved educational leave or a military leave) or during layoff but shall be frozen for the period of layoff or leave.
- 2.4 "Certified" shall be defined as possessing a valid provisional, permanent, continuing certificate or Michigan Department of Education authorization appropriate to the teaching assignment.
- 2.5 A teacher shall be defined as anyone who must have a valid teaching certificate as a condition of employment. A school counselor is defined as anyone who has valid school counselor certification and is employed in that capacity.

2.6 "Qualified" shall mean:

- A. In the elementary grades (PK-5) the holding of an elementary teaching certificate. In addition, teaching positions in art, music, drama, and physical education must also possess specific certification in the subject to be taught. The Board recognizes the need for trained staff in the instructional consultation team leader positions, as well as the virtual school lead teacher position. The Board also recognizes the realities of a district with fluctuating enrollment. To address this issue, teachers who wish to receive training to qualify for these positions will be offered training at District expense, budget permitting.
- B. In grades 6-8, a Michigan teaching certificate as defined in Part 1 of the teacher certification code, as well as compliance with current Elementary and Secondary Education Act (ESEA) language or current law in the subject area to be taught is required. Teachers in vocational designated areas need to have vocational certification as well.
- C. In grades 9-12, an academic major or coursework equivalent to an academic major or in compliance with current Elementary and Secondary Education Act (ESEA) standards or current law appropriate to the teaching assignment.

2.7 Teacher preparation period is defined as a time for teachers to plan lessons, correct papers, communicate with parents, consult and collaborate with peers, design curriculum materials, produce copies for student use, and research information on students. Meetings with the administration during prep time shall be mutually agreed upon. Passing time shall not be counted as part of preparation time.

2.8 V Virtual classes are defined as teachers providing instruction via the internet through a learning management system to students taking a course in the virtual environment.

For the purpose of subject matter preparations, a virtual course is defined as a semester course. For example, a virtual teacher who teaches English 9 semester 1 and English 9 semester 2 during the same semester, is teaching two (2) courses, when counting the total number of courses taught.

For the purposes of class size, FTE (full time equivalent) students will be used at each interval (see 5.1)

- 2.9 Flex Professional Developmental Time is professional development which meets the standards for recertification and is offered to staff at times when attendance is recommended, but not mandatory.
- 2.10 School Improvement is defined by MCL 380.1277.

### **ARTICLE 3**

### **BOARD RIGHTS & RESPONSIBILITIES**

- 3.1 In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Suttons Bay Public School District consistent with community resources, the Board retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, the following:
- A. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
  - B. The right to hire all employees and subject to provisions of the law, to determine their qualifications, to discharge, demote, or otherwise discipline employees and to promote and transfer employees.
  - C. The right to establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
  - D. The approval of textbooks and teaching materials and various teaching aids.
  - E. The right to determine class schedules, class size, the hours of instruction and the assignment of teachers and other employees with respect thereto.
- 3.2 The exercise of the forgoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.
- 3.3 Copies of the Master Agreement shall be published at the request and at the expense of the Board and furnished to all bargaining unit members. The Association shall receive an additional copy as well as an electronic copy.
- 3.4 The Business Office shall provide each member at the beginning of his/her employment year a statement of terms of total compensation for that year. Terms shall list the level of salary category, including the latest evaluation rating.

**ARTICLE 4**  
**TEACHER & ASSOCIATION - RIGHTS & RESPONSIBILITIES**

- 4.1 The Association shall have the right to use school facilities outside regular school hours consistent with Board policy regarding the public use of these facilities.
- 4.2 The Association may post notices of its activities and matters of Association concern on Staff Room bulletin boards.
- 4.3 Elected representatives of the Association shall be permitted to transact official Association business on school property during non-teaching hours such as lunch time, provided this shall not interfere with or interrupt normal school operations or instructional time.
- 4.4 The Association may use inter-school mail service and teacher mailboxes, telephone extensions, computers and district email services for communication to teachers.
- 4.5 Under normal circumstances, teachers shall not leave a scheduled class unattended. They shall also be responsible for general supervision of students.
- 4.6 Teachers will make themselves available to assist students during the school day except for the teacher's lunch period and preparation period unless agreed upon by the affected teacher.
- 4.7 Teachers shall participate in scheduled parent or student conferences for a total of up to 7 hours per semester and faculty meetings, one (1) open house per year, high school graduation, K-12 Holiday Music program, a homecoming event, and attend one additional student event outside of the school day per year. If Early Childhood staff have more than one open house at the beginning of the school year she/he shall have the option of compensation at the school improvement rate or accrual of comp time.

V Due to the non-traditional flexible schedule within the contract calendar, all virtual teachers shall meet together with the virtual administrator at the beginning of the school year to reach an agreement on expectations regarding attendance at staff meetings, exam schedules, parent-teacher conferences and any other related duties outside of the regular school day. The expectations (total number of hours) for virtual teachers for these activities will not exceed the expectations (total number of hours) for non-virtual teachers during the school year. After consulting with the virtual staff, the virtual administrator will create a semester calendar of the expectations regarding these activities based on the mutual agreement of both parties.

Virtual Teachers are not expected to attend K-12 PLC meetings, unless directed by administration. Administration, with consultation with the district Professional Development Committee (or District School Improvement Committee) will determine appropriate professional development and PLC meeting schedules and topics that are aligned with the needs of the Virtual Teaching staff.

4.8 Meetings shall be scheduled as follows:

- A. The first Wednesday of the month may be scheduled for general staff meetings and/or grade level department meetings when early release days are not part of the school calendar. Staff meetings should focus on “school business”. School business should not include training that is covered by school improvement or professional development. An agenda for monthly staff meetings will be made available to staff at least one (1) day prior to the meeting.
- B. The second and third Wednesday of the month may be designated as Professional Learning Communities (PLC’s) and/or professional development activities.
- C. Required attendance at staff meetings shall normally be expected for no more than sixty (60) minutes for general staff meetings and ninety (90) for each meeting for Professional Learning Communities and/or professional development when early release days are not part of the school calendar.
- D. Exceptions may be made should the principal or superintendent determine the need for an emergency staff meeting.
- E. Faculty/PLC meetings may be changed to an alternative date with at least two weeks’ notice and approval of the SBEA.
- F. When the school calendar has remote or early release days included, weekly remote/early release day is designated for school improvement meetings that include PLC, staff meetings, leadership team meetings, team meetings, professional development, teacher preparation or other school related tasks. Teachers are expected to work in the school building during remote or early release time unless otherwise indicated by the administration, and/or executive or MDHHS order.

Teachers should view participation in school-sponsored activities as part of their professional responsibilities. Attendance at school sponsored activities should be equally shared by all staff.

Teachers shall not leave the school grounds during the school day without the prior permission of the building principal or his/her representative. The teacher's lunch period is excluded from this provision, however, teachers leaving the school grounds should notify the principal or his/her representative of their unavailability.

4.9 V All virtual teachers will update their digital calendars and share with administration, including location.

4.10 Academic freedom shall be guaranteed to teachers, subject to accepted standards of professional responsibility. In the enjoyment of such guarantees, the Association recognizes the Board bears ultimate responsibility for the determination of the curricular structure of the school system.

- 4.11 A bargaining unit member not covered by the Michigan Tenure Act shall be entitled, at the request of the bargaining unit member, to have present a representative of the Association during any meeting with the administration where disciplinary action can reasonably be expected. The administration will inform the employee of this right prior to any meeting where any disciplinary action might take place. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present.
- 4.12 The teacher shall be entitled to the full rights of citizenship and no lawful Association, religious, or political activities of any teacher or lack thereof shall be grounds for any discrimination with respect to the professional employment of such teacher.
- 4.13 Teachers will have the right to review the contents of their records and files excluding those documents excluded from the definition of personnel record under the Bullard-Plawecki Employee Right to Know Act, and to have a representative of the Association accompany him/her to such review. Reviews will be conducted at times convenient to the administration.
- 4.14 A Disciplinary Record Form will be completed and filed by the administration and a copy provided to the teacher at each level of infraction.
- 4.15 No disciplinary or evaluative material, originating after initial employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material.
- 4.16 The teacher may submit a written notation within ten (10) working days of knowledge of material regarding any material including complaints and the same shall be attached to the file copy of the material in question.
- 4.17 When a teacher is requested to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material.
- 4.18 In the event that the district receives a Freedom of Information Act (FOIA) request for the personnel file(s) of any teacher(s), the district shall notify the teacher and the Association. The teacher will be provided an opportunity to review the contents of the file prior to the release of the information.
- 4.19 The Employer will not approve the public use of electronic surveillance devices in a teacher's classroom without prior notification and consultation each time with the teacher.
- 4.20 New board policies, procedures and updates pertaining to teacher working conditions are posted publicly through board agendas and meeting minutes as they occur. Minutes are made public on the schools website within ten (10) days of Board approval. The SBEA president(s) will be responsible for communicating any new or revised board policies to the membership. Association members have full access to all approved board policies and procedures through the schools website.



- 4.21 At the beginning of the school year, the Association shall be credited with ten (10) non-cumulative days during bargaining years and seven (7) non-cumulative days during non-bargaining years to be used to conduct Association Business. These days may be used by the Association Officers or their designees who are members of the Association to conduct association business under the following conditions:
- A. The Association shall request such leave from the Superintendent or his/her designee not less than forty-eight (48) hours in advance.
  - B. No more than two (2) members may take said leave on the same day.
  - C. No more than two events per month will be used for such leave.
  - D. The Association shall reimburse the district for the cost of a substitute teacher if a substitute is hired.
  - E. The Request for Association Business Leave Form will be used stating the reason for the requested leave.
  - F. The Superintendent may waive any of the above conditions.

## **ARTICLE 5**

### **TEACHING LOADS**

The Board will make reasonable effort, in light of fiscal and facility limitations, to keep the student-teacher ratio as follows:

#### Elementary School

Pre-K	Maximum allowable per GSRP/Head Start rules
Kindergarten	22*
Grades 1-2	26*
Grades 3-4	27*
Grade 5	30*
Foreign Language	*same as above
Art	*same as above
Music	*same as above
PE	*same as above

### Middle/High School

Grades 6-12	30
Secondary Science	Limited to the number of lab stations
Foreign Language	30
Art	30
Music	40
PE	40

### Virtual School

A full-time virtual teacher will have up to 40 mentor contacts (i.e. mentees) per caseload by the end of fall count for virtual students . If the virtual teacher's number of mentor contacts is less than 20, the superintendent, SBEA and Virtual Director will meet to discuss additional duties. The number of mentor contacts a virtual teacher has can be found in PowerSchool under Mentor Contacts.

- 5.1 For the purposes of this agreement, classes for non-virtual teachers are defined as a grouping of students with specific curriculum goals tied to the Michigan Content Standards, for which a teacher must prepare plans, ensure learning to standards, assess and record grades.
  - A. Non-Virtual Elementary staff (grades K - 5) teaching core classes will be paid \$40 per student above the maximum class size limit of in-seat students at each monthly interval on the 15th.
  - B. Non-Virtual Elementary staff (grades K-5) teaching non-core classes (music, art, foreign language, or PE) will be paid \$10 per student above the maximum class size limit in-seat students at each monthly interval on the 15th.
  - C. Non-Virtual Secondary staff (grades 6-12) will be paid \$10 per student above the maximum class size limit in-seat students at each monthly interval on the 15th.
  - D. Virtual teachers whose mentee count exceeds 40 students shall be paid \$100 per student at the end of each semester as designated in the school calendar. Administration shall count virtual teachers' mentees on the 15th of December for the first semester and the 15th of May for the second semester.
- 5.2 Any Non-Virtual teacher that is willing to teach remote students, who are Suttons Bay School students with a conflict in schedule or learning preference, through the district's on-line platform(s). will be compensated per class, per semester based upon the schedule B formula for teaching remote classes. Course offerings will be mutually agreed upon between the administration, SBEA and the affected teacher.
- 5.3 Project Based Learning (PBL) shall not be assigned to the teacher under this agreement. Students in need of PBL study options will be considered under 'remote' language. (Sec. 5E)

5.4 Each teacher shall be given notification of his/her tentative teaching assignment for the upcoming year prior to the close of school. The Association will be given a tentative master schedule of all teaching assignments prior to the end of school.

A. Changes, if necessary, will be discussed with the teacher(s) involved. If changes are made after the close of school, written notification to the teacher(s) will be made.

B. If changes are made after August 15 for the coming year, the teacher(s) involved shall be consulted.

5.5 Secondary teachers shall have no more than five (5) subject matter preparations for a year long course schedule. Secondary teachers shall have no more than four (4) subject preparations in a semester long course schedule with no more than eight (8) courses per year. In cases of emergency, as deemed necessary by the superintendent, a teacher, after prior consultation with the superintendent or his/her designee, may have his/her assignments changed and/or an additional subject matter preparation may be added for one (1) school year. This change shall not be mandatory in the next school year unless the teacher volunteers to teach the additional preparation. Extra distinct preparations beyond five which extend beyond one year shall be compensated at the rate of \$500 per preparation.

Academic lab will not be counted as a classroom preparation. All classes bearing the same title and description shall count as one (1) preparation.

5.5a If the master schedule is a traditional format with students in-seat all five (5) days, teachers shall have one (1) daily preparation period equal to a normal class period or its equivalent per week in a conventional schedule. In an A/B block schedule, an amount of preparation time shall correspond to 1/6 of a class day or its equivalent per two (2) weeks. Elementary teachers will be allowed a minimum of twenty (20) consecutive minutes per day planning time with a total of planning time equivalent to 240 minutes per week.

5.5b Should the master schedule include various remote or early release options, teacher preparation will have a minimum of 240 minutes per week and be mutually agreed upon with the administration and SBEA.

5.6 Passing time shall not be counted as part of the prep time. Part time teachers are entitled to prep time pro-rated by their percent of F.T.E. F.T.E. shall be determined by adding the minutes of instruction and prep time divided by the total number of minutes per day. Compensation will be based upon this formula.

5.7 Each semester will be considered individually when scheduling preparation time.

5.8 Teachers assigned to an unconventional schedule shall receive the equivalent number of

minutes per week as a minimum preparation time as full time faculty. Any modular, block or otherwise unconventional schedule shall require staff involvement in the development process and consultation with the Association. Teachers assigned to both elementary and secondary levels shall not fall under this article but are to have one preparation period per day or its equivalent. Part- time teachers shall be assigned a pro rata amount of time for preparation time. Teacher preparation period is defined as a time for teachers to plan lessons, correct papers, communicate with parents, consult and collaborate with peers, design curriculum materials, produce copies for student use, and research information on students.

- 5.9 Teachers who are part of a master schedule that includes a full day of remote learning shall maintain a distance learning platform where students can locate instructions for the remote day's lessons and complete assignments.
- 5.10 Teachers are always on duty during their work day and aspects of their time in hallways, recess, workrooms, staff meetings, etc., as specified by the Master Agreement.
- 5.11 V Virtual teachers shall establish a minimum of 30 hours per week of regular availability hours indicating when they will be available for contact with students taking virtual classes that shall include office hours in a district building. It should be noted that driving time, prep time and lunch time is included within the 30 hours per week.
- 5.12 The Guidance Counselor(s) may work for a total of five (5) days between the end of the school year and June 30, and five (5) days between July 1 and the start of school. These days will be scheduled for the week following the end of the school year, and the week prior to the start of the school year, unless other arrangements are mutually agreed upon by the counselor(s) and the administration. The counselor(s) will be compensated per diem, based upon salary.
- 5.13 V The virtual school will use a learning management system to deliver all vendor courses. All vendor courses taught in the virtual school will be purchased from an outside vendor. Teachers are expected to regularly maintain all grades in the learning management system and will input only semester grades into PowerSchool.

**ARTICLE 6**  
**TEACHING CONDITIONS**

- 6.1 The Board shall provide:
- A. A separate desk for each regular classroom teacher in the district with a lockable drawer space wherever possible.
  - B. Lockable closet space for each regular classroom teacher to store coats and other personal items.
  - C. Chalkboard or marker board in every regular classroom.
  - D. Storage space in each classroom for instructional materials.
- 6.2 The Board shall reimburse a teacher for personal property either stolen or damaged that is being used for strictly instructional purposes, provided advance approval for instructional use is given in writing by the building principal. The building principal shall be informed of the use of such articles, the dates of such use, place of storage, and the value of the property. If, in the opinion of the principal, the risk is not equal to the instructional gain such property shall not be used in the schools. Property not reported to the principal shall not require reimbursement if damaged or stolen.
- 6.3 Classroom discipline is primarily the responsibility of the classroom teacher. Whenever it appears that a particular pupil requires assistance which the classroom teacher cannot provide, the administration will act to assist the teacher with respect to said pupil.
- 6.4 A teacher may exclude a pupil from one (1) class period when the continued presence of the student in the classroom becomes intolerable. In such cases, the teacher will comply with the rules established in Board policy.
- 6.5 Any case of assault upon a teacher shall be promptly reported to the principal or superintendent. The Board will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- 6.6 Teachers shall report for work fifteen (15) minutes before the beginning of classes and shall be free to leave ten (10) minutes after the schedule of classes has ended. On days preceding holidays or vacations, the teachers may leave at the close of the pupil's day.
- 6.6a When the calendar has an early release day, teachers may leave 30 minutes before the end of the teacher's contractual day.

- 6.7 All teachers will be guaranteed a duty-free lunch period. The Association recognizes that emergencies may occur requiring temporary supervision and assistance by the teaching staff until such emergencies cease. Changes in length of lunch period will be mutually discussed with building administration and staff and brought to the superintendent and EA president for review before implementation.
- 6.8 Should regular elementary or secondary teachers volunteer and be assigned for recess/lunch duty, they shall be compensated for such duty at the same daily rate as School Improvement activities or comp time may be earned. Comp time will be granted on a 1 to 1 ratio (1 minute worked = 1 minute comp time).
- 6.9 Under Section 1284 of the Revised School Code, some aspects of the calendar shall be set by the ISD. Should it become necessary to increase instructional hours/days to meet the state requirements for full funding, or change the daily schedule in any way, the Board and Association will meet to seek a mutually acceptable solution to satisfy those requirements. All areas of the curriculum including calendar, schedule times and recess will be considered. This meeting shall occur by August 1<sup>st</sup> of each year. Any additional time is to be scheduled and approved in writing by the Association president and the superintendent.
- 6.10 Least Restrictive Environment

The parties acknowledge the policy of Least Restrictive Environment (LRE) is legally mandated. They also recognize the extent to which any individual with a disability who is eligible for services under IDEA should participate in regular education programs and services must be determined by an Individual Educational Plan (IEP) on an individual basis.

The administration shall provide pertinent and legal information to the affected teacher(s) regarding placement of LRE students in their classrooms upon the teacher's request and whenever possible prior to such placement. The purpose of providing this information shall be to promote a school climate that is receptive to the placement and to maximize the potential of the student while minimizing possible areas of concern. Should prior provision of such information not be possible, the information shall be provided as early as can be arranged after the placement has occurred. At the teacher's request, information and/or training opportunities will be provided regarding appropriate instructional techniques and behavioral management for dealing with varying physical, mental, and emotional problems of mainstreamed students.

6.11 Medically Fragile Students

Bargaining unit members, except a school nurse, shall not be required to provide school health services except in an emergency situation or for services or procedures that they have completed any necessary training and has been agreed upon by the involved parties in the IEP.

6.12 Board Policy shall be followed for teacher evaluation.

6.13 Members who volunteer for after-school car line/bus duty will be granted comp time OR compensated at the school improvement hourly rate for a maximum of 10 minutes per day. Comp time will be granted on a 1 to 1 ratio (1 minute worked = 1 minute comp time). The principal must approve all car line/bus duty assignments before any member volunteers. The member will be responsible to document dates of duty. The district will provide a form for documentation purposes. Comp time will accrue to the end of the school year and paid out per comp time payouts (see section 13.11).

**ARTICLE 7**  
**GRIEVANCE PROCEDURE**

7.1 A grievance shall be a complaint by a teacher, teachers, or the Association that there has been a violation of any provision of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article;

A. The termination of services of, or failure to reemploy, any probationary teacher.

B. The termination of services or failure to reemploy any teacher to a position on the extra-curricular schedule.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

7.2 The Association shall designate its own representative(s) within each building to process grievances. The Board designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his/her designee to act at Level Two as hereinafter described.

7.3 Written grievances under this article shall conform to the following specifications:

A. It shall be signed by the grievant(s) and the Association.

B. It shall be specific.

C. It shall contain a synopsis of facts giving rise to the grievance.

D. It shall cite the specific section(s) alleged to have been violated.

E. It shall contain the date of the discovery of the alleged violation.

F. It shall specify the relief requested.

7.4 Any grievance not in compliance with 7.3, may be challenged as improper. Grievances challenged under this provision shall be corrected within time limitations hereinafter set forth.

7.5 Time limitations hereinafter established, may be extended only by written, mutual consent of the parties.



- 7.6 Level One: A teacher or the Association alleging violation of any provision of this Agreement shall, within ten (10) days of the alleged violation, orally discuss the grievance with the building principal. An association representative may be present at this oral conference. If no resolution is obtained within two (2) days of the discussion, the teacher shall reduce the grievance to writing as described in 7.3. The written grievance form must be submitted to the principal within two (2) days of the oral discussion. Within five (5) days of the receipt of the grievance, the principal shall answer the grievance expressing written disposition with a copy of the grievance returned to the aggrieved.

If no decision is rendered within five (5) days of the receipt or the decision is unsatisfactory to the grievant and the Association, the grievant shall, within five (5) days, appeal the same to Level Two by filing such written grievance.

- 7.7 Level Two: A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the written grievance, the superintendent or his/her designated agent shall arrange a meeting with the grievant(s) and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant and the Association building representative.

If no decision is rendered within five (5) days of the discussion or the decision is unsatisfactory to the grievant and the Association, the grievant shall, within five (5) days, appeal the same to the Board of Education by filing a written grievance.

- 7.8 Level Three: The secretary of the Board, on receipt of the written grievance, shall place the grievance on the agenda for the next regularly scheduled meeting of the Board. The Board shall render its decision not later than twenty (20) days after its hearing of the grievance.

- 7.9 Level Four:

- A. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of a mutually selected arbitrator to hear the grievance. If the parties cannot agree on an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.
- B. All arbitration proceedings shall be conducted pursuant to the provisions of the Michigan Uniform Arbitration Act.

- C. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed in effect.
  - D. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of this agreement.
  - E. The arbitrator's fees and expenses shall be shared equally by the Board and the Association. All other expenses shall be paid by the party incurring the expenses.
  - F. Arbitration hearings shall be held in the district unless the parties mutually agree to another location.
- 7.10 Should a teacher or the Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher or the Association fail to appeal a decision within the limits specified, further proceedings of the grievance procedure shall be barred. Should the administration or the Board fail to respond to a grievance within the time limitations herein established, the grievance shall be automatically advanced to the next level.
- 7.11 The processing of grievances or any consideration thereof, shall not be conducted during duty hours except by mutual consent.

## **ARTICLE 8**

### **MENTOR TEACHERS**

- 8.1 Each teacher in his/her first three (3) years of employment or an experienced teacher in his/her first year in Suttons Bay shall be assigned a mentor by the administration. The mentor teacher shall provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide assistance, resources and information in a non-threatening collegial fashion.
- 8.2 Mentor teachers shall primarily be tenured teachers, currently working in the district. It is understood that if no appropriate mentor teacher is available from this group, mentor teachers may be highly effective teachers/administrators, or college professors, or other as allowed by law.
- 8.3 The administration will first seek volunteer mentors. In the event there are no volunteers, the administration shall assign mentors as needed in consultation with the Association.
- 8.4 An effort will be made to match mentor teachers and new teachers who have the same area of certification and/or work assignment.
- 8.5 Mentor and mentee teachers will have no formal involvement in the evaluation process of each other and their relationship will be collaborative and confidential.

- 8.6 New teachers shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching. Appropriate expenses shall be paid by the District.
- 8.7 Upon request, the administration may make available reasonable release time so the mentor teacher may work with the new teacher in his/her assignment during the regular work day.
- 8.8 No later than the end of the first year that a person serves as a mentor teacher, he/she may attend a workshop or conference as directed by the administration for the purpose of training those who serve as a mentor. Appropriate expenses shall be paid by the District.
- 8.9 The mentor teacher assignment will typically be for one (1) year, subject to renewal and shall be reviewed by the administration. Either party may terminate the assignment by serving written notice to the other.
- 8.10 Teachers and the Association will be encouraged to provide input to the employer in the development of the guidelines and responsibilities for mentor teachers.
- 8.11 If the state regulations regarding mentor teachers change, the Board and Association will mutually review this section.

## **ARTICLE 9**

### **SENIORITY**

- 9.1 At the beginning of each school year, the administration shall prepare a seniority list. Copies shall be posted in the teacher's workrooms, and a copy given to the Association President by October 15th. Any teacher may submit a challenge in writing 10 working days of the posting of the seniority list. The Association and administration will meet to review the challenge and correct or affirm the list. In the event more than one individual has the same effective date of hire (defined to be the first formal working day as a Schedule "A" teacher in this system), the individuals in the presence of a representative of the Association and the Board shall draw lots to determine which individual has the greatest seniority.
- 9.2 Board Policy for layoff shall be followed.
- 9.3 A teacher who is laid off and is subsequently paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer following the lay-off, and who is then subsequently recalled to a teaching position at the beginning of the next school year shall have his/her teaching compensation reduced by the gross dollar amount of the unemployment compensation benefits he/she was eligible for and received prior to being recalled and returning to his/her position with the District.

**ARTICLE 10**  
**LEAVES OF ABSENCE (PAID)**

- 10.1 At the beginning of each school year, each teacher shall be credited with ten (10) days of sick leave, the unused portion of which may accumulate from year to year to a maximum of one hundred fifty (150) days. The teacher may use all or a portion of this leave to recover from his/her own illness/injury. In the case of an emergency, additional sick days may be granted at the discretion of the Board or its designee. One sick day is equal to seven (7) hours.

(The interpretation of this article for an employee who has over 140 days accumulated as of September 1 of the new year will be that said employee will have the use of the number of sick days accumulated plus 10 additional days for the new contract year. (Example: accumulated days of 147 plus new contract years sick days of 10 equals available sick days for that contract year of 157. If four days were used, the accumulated total at the end of the year would be 150.

- 10.2 A teacher may take a maximum of five (5) bereavement days per school year for a death in the immediate family, not chargeable against the sick leave balance. Immediate family shall be the teacher's parents, parents-in-law, spouse, children, siblings, step-parents, grandchildren, grandparents, or sister/brother in law. Any days needed for bereavement which are not part of the aforementioned family will be deductible from sick leave and are to be considered on a case by case basis by the superintendent or his/her designee.
- 10.3 A teacher may use sick days to attend to the illness/injury of a member of the immediate family. In the case of an emergency, additional sick days may be granted at the discretion of the Board or its designee.
- 10.4 When a teacher's sick leave has been exhausted, such teacher may be granted additional sick leave days in number not to exceed thirty (30) days, plus the days which the teacher has contributed to the sick leave bank. In order to be eligible to draw from the bank, the teacher must present a doctor's certificate of illness or injury (from a non-immediate family physician). These additional sick leave days will be drawn from a sick leave bank, the formation and administration of which shall be as follows:
- A. Any teacher may contribute from his/her accumulated sick leave one (1) day per school year to a bank of sick leave of a total of five hundred (500) days. Individual authorization cards shall be placed in chronological order and the contributed days shall be used to maintain the bank at the maximum of five hundred (500) days. All authorization received in excess of the five hundred (500) days shall be maintained on file and shall be used to replenish the bank when necessary.

- B. The Superintendent or his/her duly authorized representative shall notify the SBEA when the bank has been depleted to two hundred (200) days. Thereafter, it shall be the responsibility of the teachers in their discretion to replenish the Sick Leave Bank to its maximum level of five hundred (500) days by authorizing a deduction on his/her card which is on file with the Business Office.
  - C. The Sick Leave Bank shall be available to all teachers in the school district who have made a contribution to the Bank. Sick bank cards will be distributed at the first staff meeting at each building and accepted in the Business Office only if received by the deadline indicated.
  - D. The Sick Leave Bank shall be administered by the Business Office, and reviewed by two (2) persons designated by the Superintendent and two (2) authorized representatives of the SBEA. These persons shall be the Sick Leave Bank Committee, which shall review all matters related to the Sick Leave Bank. The decisions of the committee shall be advisory to the Superintendent or his/her designee.
- 10.5 A teacher required to perform jury duty or appear as a witness under subpoena in a court of law shall remit the court-paid fee, less court-paid expenses, directly to the administration. The Teacher shall be paid salary during time served on jury duty during the school calendar days.
- 10.6 Personal Days  
At the beginning of each school year, each teacher shall be granted two (2) non-cumulative Personal Days. Unused days will be carried over as sick days. The use of Personal days shall be subject to the following conditions:
- A. Notification must be made in writing stating the requested date(s) of absence to the Superintendent or his/her designee at least one week prior to the day(s) requested using the Personal Day Request Form (attached).
  - B. Personal Days may not be taken the day before or after a holiday or vacation period. Personal days may not be taken on the first day of the school year or the last day of the school year.
  - C. Exceptions to the above provisions may be granted on a case-by-case basis by the Superintendent or her/his designee whose decision shall be final.
- 10.7 Professional Development Time  
A teacher planning to use professional development time shall confer with and obtain approval from his/her principal at least one (1) week in advance of his/her absence. The

teacher shall leave complete plans and adequate materials for substitute use. The Board shall provide for a substitute teacher and reimburse for agreed upon fees, housing, mileage and meals. When possible, members of staff who share responsibilities will attend the same conference to consolidate expenses.

**ARTICLE 11**  
**LEAVES OF ABSENCE (NON-PAID)**

- 11.1 A leave of absence may be granted by the administration. Any leave of absence under this provision shall be taken without pay or accrual of contractual benefits (e.g., sick leave) except as provided for in the Family Medical Leave Act. Leaves may be granted for the following reasons:
- A. Full-time academic study related to the teacher's teaching area.
  - B. Full-time attendance in an academic program to obtain qualification in an area outside the teacher's teaching area.
  - C. Other full-time educational participation involving demonstrable advantage to the district.
  - D. Campaigning for a full-time political office.
  - E. Recovery from an illness/injury which exceeds the accumulated sick days allowance upon presentation of medical evidence demonstrating the nature of the illness/injury.
  - F. Other reasons (e.g., maternity, child care, adoption) approved in conformity with the provision of this Agreement, at the discretion of the Board.
  - G. Leaves for medical reasons. (E, F, G may qualify under FMLA)
- 11.2 Teachers required to perform military service will be granted leave of absence under provisions of applicable federal law.
- 11.3 A leave of absence must be requested in writing to the Superintendent not less than thirty (30) days prior to the desired starting date of the leave. The actual starting date and date of return from leave will be decided by mutual agreement of the teacher and the superintendent. Exceptions to this provision may be granted at the discretion of the Board.
- 11.4 An extension of the leave, not to exceed one (1) year, may be granted at the discretion of the Board provided that the teacher places a request for extension in writing not later than forty-five (45) days prior to the return date established under this article. Exceptions to this provision may be granted at the discretion of the Board.

- 11.5 Those individuals on leave of absence for a regular school calendar year must inform the superintendent's office of their intent to return on or before April 1 of the school year during which the leave is in effect. For an absence of a one-year duration, notification of intent to return must be made to the superintendent's office at least sixty (60) days prior to the stated date of return.
- 11.6 Upon return from a leave of absence, a teacher shall be assigned according to Board policy.
- 11.7 A teacher may use accumulated sick days up to the starting date of the leave provided he/she performs all contractual duties and responsibilities. The teacher must meet standards for use of sick leave as established in Article 10.
- 11.8 Teachers on unpaid leave of absence who desire to maintain their medical insurance may, subject to the provisions of the carrier, make provision for payment of the premium. The Board has no obligation to pay any insurance premium for a teacher on unpaid leave of absence except as provided for in the Family Medical Leave Act for eligible employees taking that leave.
- 11.9 Any teaching staff who resigns during the current contract year needs to submit a resignation in writing to the superintendent two weeks prior to their last day of employment.

## **ARTICLE 12**

### **SCHOOL IMPROVEMENT**

- 12.1 The Board, Administration, Teachers and Association recognize the necessity of maintaining an on-going District-wide and individual building school improvement process and the importance of continued recognition and development of quality educational services as a priority and shared goal of the parties.
- 12.2 The term School Improvement Plan as used in this Article shall mean and apply to a School Improvement Plan as provided in Section 1277 of the Revised School Code and in State of Michigan Accreditation requirements.
- 12.3 The Board and Association recognize that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours, and other conditions of employment.
- 12.4 For school improvement to be successful, all parties should be committed and involved in the process. While the involvement for teachers in the school improvement process shall be primarily voluntary, there may be times that all staff may be required to participate.

- 12.5 Should school improvement activities be requested by the Administration on days other than those in the normal school calendar (i.e. summer, spring vacation, winter vacation) the staff shall be compensated at the rate of \$125 per day. Participation under this Section E shall be strictly voluntary. Staff shall have the choice of compensated rate or accrual of compensatory time for approved work during these times.
- 12.6 The Superintendent shall provide copies of all building level School Improvement Plans, Annual Education Reports, other reports, recommendations of the committees, and meeting minutes that are produced to the Association within a reasonable time upon request.
- 12.7 It is understood that School Improvement Committees will not address grievances of the Master Agreement and will not address wages or fringe benefits.
- 12.8 The Association President and Superintendent or their designees shall meet at the request of either party to discuss any concerns or problems which may arise under this article.
- 12.9 To plan for the upcoming school year's professional development, before the end of each school year, a committee made up of two (2) teachers from 7-12, two (2) teachers from K-5 and one (1) virtual teacher will work with administration to develop and plan professional development days for the upcoming school year. The outline of professional development for the year shall be mutually agreed upon.
- 12.10 Flexible Professional Development time may include PLC meetings, after school, meetings on designated inclement weather days, meetings during days not scheduled in the school calendar, or other approved professional development opportunities which relate to school improvement or student achievement. All flexible professional development days are voluntary for staff. Flex In-Service days will be used whenever possible for the scheduling of professional development outside of the set school calendar.
- 12.11 The last Professional Development Day in June may be waived if the hours have been previously met. Proof would be presented in the form of agendas or PLC minutes signed by the attendees and submitted to the administration. These meetings will adhere to the mutually agreed upon plan outlined for the year.



**ARTICLE 13**  
**TEACHER COMPENSATION**

- 13.1 Teacher salary categories are appended to this Agreement.
- 13.2 Compensation for extra-curricular activities is appended to this Agreement as Schedule B.
- 13.3 At the end of the school year, teachers shall have the option to elect, in writing, salary payments on the basis of twenty-one (21) or twenty-six (26) (or twenty-seven (27) if needed) equal installments for the following year. Once made, this election will be irrevocable for the following school year. These payments will be made every other Friday commencing with the second Friday following the opening of school.
- 13.4 Potential additional class hours over a normal contract to be assigned to a teacher for the Fall Semester will be discussed with the Association when the need becomes known and reviewed before the start of classes in the fall if any changes occur. Likewise, any changes for Second Semester will be discussed with the teacher and the Association when the need becomes known. Teachers who teach an extra class shall receive an additional 1/6th of their rate of pay for the period of the additional assignment if the school offers a 6-period day, or 1/7th of their rate of pay for the period of the additional assignment if the school offers a 7-period day.
- 13.5 If the daily class schedule increases the hours a teacher will work beyond the current daily schedule that consists of 7 hours and 20 minutes which includes a duty free lunch. Compensation shall be mutually agreed upon by the administration and SBEA.
- 13.6 The District shall reimburse each teacher for the cost of taking the Michigan Test for Teacher Certification (MTTC) to become highly qualified under the Elementary and Secondary Education (ESEA) for each test taken. The District shall also reimburse the cost for the renewal of the State of Michigan teaching certificate.
- 13.7 If High School teachers are assigned by the Principal to spend time to develop and/or score tests for students testing out of High School courses, the teachers will be compensated on an hourly basis using the School Improvement rate or equivalent comp time.
- 13.8 Teachers assigned independent study students beyond the normal class load shall be compensated at the rate of \$200 per student per semester. Such independent study arrangements must be mutually agreed upon by the teacher and the principal. For the purposes of this agreement, class is defined as a grouping of students with specific curriculum goals tied to the Michigan Content Standards, for which a teacher must prepare plans, insure learning to standards, assess and record grades.

- 13.9 If a credit recovery summer school option is being offered to current students who are enrolled in-seat or in virtual school, any teacher who is willing to teach a course that they are certified and qualified to teach will be compensated at a rate indicated below:

\$ 250 - up to five (5) students enrolled  
\$ 350 - five (5) to ten (10) students enrolled  
\$ 450 - eleven (11) or more students enrolled to be capped at twenty (20) students

Teachers will use SBVS current virtual school online platforms for credit recovery during a four (4) week period in the summer months to be determined by the administration.

- 13.10 Comp time may be used as a means of compensation as approved by administration. Comp time will be granted on a 1 to 1 ratio (1 minute worked = 1 minute comp time). This includes the accumulation and use of comp time hours. No more than two (2) non-virtual teachers per building may use comp time on the same day. After May 1 of each year, only two (2) non-virtual teachers per district may use comp time on the same day. Request for use of comp time will be processed in the order they are received. Date of receipt will be considered, not time of day. If more than two requests for the same date are received in one day, the tie breaker will be seniority. Requests for use of comp time will be processed for the current school year only. Teachers wishing to use comp time will complete the updated "Comp Time Form" at least two weeks prior to the request. The form will include entry of the name of the pre-arranged substitute.

Unused comp time will be paid off no later than June 30th of each school year. Up to two (2) days or fourteen (14) hours of comp time may be carried over to the following school year. The district will supply a form to be completed by the teacher to request carryover. It is the teacher's responsibility to submit the form to the business office by the last day of school. If the form is not submitted in a timely manner, the district will automatically pay off all comp time hours at the school improvement rate.

- 13.11 V Virtual teachers may earn comp time by performing tasks beyond the normal course of their work day. Comp time will be granted on a 1 to 1 ratio (1 minute worked = 1 minute comp time).
- 13.12 For the purposes of this agreement, a class is defined as a grouping of students with specific curricular goals tied to the Michigan Content Standards, for which a teacher must prepare plans, insure learning to standards, assess achievement, and record grades. A semester course curriculum must be equivalent to a semester of course content as determined by the Michigan Content Standards.
- 13.13 Staff teaching courses through 21f shall receive \$100 per new student per semester, with an additional \$25 paid upon successful completion of the course. As students enrolled in a 21f course are given a two (2) week withdrawal period, staff will submit enrollment

accounting to the Business Office by the end of the third (3<sup>rd</sup>) week of each semester to the business office. Accounting for course completion shall be submitted within two (2) weeks of the end of each semester. The filing form is attached to this contract as an addendum.

- 13.14 Staff who deliver their own courses online using Suttons Bay Public Schools software and infrastructure shall operate within the above mentioned parameters. Use of the school learning management system to create and deliver online courses will be offered to Suttons Bay in-seat students as well as offered through the virtual program.
- 13.15 For purposes of determining benefits for adjunct staff, once a course load of students reaches 18, credit for a section (1/6 FTE per semester) will be granted. A new section count will not start until the section cap of 30 is reached.
- 13.16 Parent-Teacher conferences shall be no more than seven (7) hours; once during the first quarter and once during the third quarter each year. Administration will consult with their teaching staff prior to making the decision on the days, times and format of parent-teacher conferences. If it is decided to utilize appointments that do not take place during contracted time, the teacher shall be compensated for the additional time over seven (7) hours at the school improvement rate if extra time is approved by administration. The teacher will provide appropriate documentation of additional hours (over 7) of parent- teacher conferences that occur outside of the school day.

The GSRP teacher will be exempt from this section, although they are required to document seven (7) hours of parental meetings that occur outside of the school day.

- 13.17 The district will compensate the member with a bonus of \$200 at the conclusion of the school year for all employees who use no more than two sick days during the school year. The \$200 bonus will be paid on the second June payday through payroll.
- 13.18 A member with a minimum of 15 years of service to the district will receive a \$50 per day for any unused sick days (up to 100 days maximum) upon separation from the district. The maximum payout is \$5000. The member must inform the Board, in writing, a minimum of three months (90 calendar days) prior to separation. This payment will be made in the form of a non-elective 403b account on a pay period within 30 days of separation.
- 13.19 Any qualified Suttons Bay Public School teacher may seek permission to teach a college course from an accredited college/university as part of their regular teaching load. Final approval to teaching a college/university class will be made by the Superintendent. At least 75% of the students enrolled in the class(s) taught must be a Suttons Bay Public School student. It is understood that the teacher will be paid through SBPS payroll using the following formula if the college classes are above and beyond a normal class load.

The number of credits earned by the students in the class is C

The college pays Suttons Bay Public Schools **\$D per credit**

The number of students enrolled in the class is **S**

The minimum enrollment per class is **M** students

The teacher will be paid a prorated amount using the following formula per class taught:

Pay per Class = C times \$D times S divided by M

This amount will be paid in one check at the completion of the college/university semester. The teacher must submit all relevant documentation to receive the pay.

## **ARTICLE 14**

### **INSURANCE**

- 14.1 As of December 1 of each year a mutually agreed upon health insurance plan for each member of the bargaining unit shall be selected. The District shall be the policyholder for the health care plan selected. As per PA 152 of 2011, the District contribution shall be the maximum amount allowed by law towards the employee health insurance premium, including taxes and the funding of the Health Savings Account deductible. The contribution will be no more than the hard cap, which is updated on January 1 of each successive year.

Changes in family status shall be completed by the employee and shall be completed within 30 calendar days, however, the personnel office is available to assist if requested, Changes in family status include: change of address, birth/adoption of child, divorce, marriage, 26 year-old dependent, or death of dependent. The employee shall be responsible for any overpayment of premiums made by the District in his/her behalf for failure to comply with this paragraph.

- 14.2 The District shall provide Vision and Dental plan coverage as per current contract coverage for the life of this contract.

Dental 100x/80/80/80: 3000/1200

The decision of which vision insurance the membership would like will be made at the time of the medical insurance choice no later than December 1, 2021:

VSP3 G or EyeMed FF Vision \$0/\$0/\$130 - cost difference between these two insurance options is capped at \$500.

- 14.3 The district will also provide Long Term Disability and Life Insurance plans equivalent to those in the current contract for the duration of this contract.

LTD 70% Max \$5000  
\$50,000 Life Insurance  
\$50,000 AD&D

- 14.4 Teachers not electing health insurance coverage will receive cash in lieu in the amount of the single subscriber premium providing proof of health insurance coverage through another source.

- 14.5 The health insurance benefit for teachers working less than full-time shall be prorated.

- 14.6 If an employee terminates his/her employment for reasons other than illness prior to June, his/her subsidy shall terminate on the first of the month following.

- 14.7 In cases where cost of coverage exceeds the amount of the subsidy, the excess shall be payroll deducted from the employee or otherwise paid by the employee. Deductions shall first come from the H.S.A. before deducting from the premiums paid.

**ARTICLE 15**  
**DURATION**

This Agreement shall become effective upon ratification and shall expire on June 30, 2024. This Agreement shall not be extended verbally and shall expire on the date herein specified.

**WITNESSETH**

SUTTONS BAY EDUCATION  
ASSOCIATION/MEA/NEA

SUTTONS BAY BOARD OF  
EDUCATION

\_\_\_\_\_  
President, SBEA

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Chairperson, Negotiations Committee

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Negotiator

## **SCHEDULE A COMPENSATION**

As of July 1, 2021, Compensation of teachers is changed to the format shown below.

- A. Salary Schedule as shown below
- B. Existing teachers are teachers employed by Suttons Bay Public Schools as of July 1, 2018
- C. New hires, with experience and/or an advanced degree, may earn up to a maximum 10 years (15 years with a master's degree) of experience at the discretion of the Superintendent. The new employee must verify all previous certified teaching/certified counseling experience. Only GSRP through grade 12 certified teaching/certified school counseling years will be considered for experience credit.
- D. All staff will only move to the next level on the salary schedule with an Effective or Highly Effective evaluation.
- E. MA degree is required for all current teachers beginning at level 20.
- F. If Impact Aid is reduced or eliminated at any time the contract may be reopened if mutually agreed upon.

### **SALARY SCHEDULE (School Year 2021 - 2024)**

- G. Teacher salary levels increase and "hold harmless off schedule payments" are made on November 1st of each year assuming "stable or increasing" enrollment and per pupil funding for SBPS. The salary level increases and "hold harmless off schedule payments" exclude new hires for the year in which they were hired. "Stable or increasing" is defined as the total Fall headcount being higher or equal to the previous year's total and Fall headcount and per pupil funding higher or equal to the previous year's per pupil funding from the State. If enrollment and per pupil funding are not "stable or increasing" the District and the SBEA will meet to discuss a mutually agreed upon solution to address the unstable or decreasing funding and/or enrollment. It is understood that these mutually agreed upon solutions must also be board approved.
- H. For the duration of this contract, SBEA members not placed on Longevity Step SB and Teachers that do not see an increase in salary due to a change in level will receive a "hold harmless off-schedule payment" of at least \$1000 on the first pay period after November 1st of each year assuming "stable or increasing" enrollment and per pupil funding in SBPS as defined in section G. If enrollment and per pupil funding is "stable and increasing" the district will meet with the SBEA to determine if the "hold harmless payment" will increase above \$1000 for that contract year.
- I. In an effort to encourage retiring teachers to notify the district as early as possible of their retirement date and to give the district an opportunity to benefit most from teacher's expertise, the district will offer "Longevity Step SB".

- Ia. A teacher with at least ten years of service to the district and at least twenty years of total service as defined by MPSERS (Office of Retirement Services) who notifies the district in writing no later than October 1st, 2021 that he or she will retire from employment from the district in three years or less will receive Longevity Step SB. This step will add \$15,000 to a teacher's annual salary for those retiring by June 30th, 2022, \$7500 to a teacher's annual salary for those retiring by June 30th, 2023, and \$5000 to a teacher's annual salary retiring by June 30th, 2024 and will be paid bi-weekly in either 21 or 26 pays.
- Ib. The teacher agrees to perform additional and special assignments as predetermined and agreed upon by the administration and the SBEA (such as mentoring and special projects) for this additional sum so that the district can benefit from the teacher's experience. Teachers are still expected to attend the contractually required professional development, staff meetings, and district events.
- Ic. Accumulated medical leave and comp time cannot be used to miss these events and the additional compensation will be stopped for any teachers not meeting the current requirements of his/her profession. For more than two consecutive days absent, documentation of any medical absences will be required. Retiring teachers must show professional responsibility by attending a minimum 85% of required professional development, meetings, parent/teacher conferences, and work days. A teacher may appeal to the Superintendent if needed.

Longevity Step SB will be phased out at the end of this agreement on 6/30/2024. If, after electing this option, a teacher does not retire within three years, the teacher must repay any and all payments to the district. If the teacher does not repay all of the Longevity Step SB payments back to the district, the district may elect to reduce pay to recoup Longevity Step SB payments.

The district, at its sole discretion, may waive the repayment or change the disbursement of payments based upon:

1. Catastrophic circumstances
2. Written notification of a change of retirement date being submitted to the district no later than January 1, 2022
3. At the Superintendent's discretion



Minimum Education Required	Minimum Certificate Required	Level	As of 7/1/21
BA	Standard	Starting Salary	\$ 39,330
BA	Standard	1	\$ 40,313
BA	Standard	2	\$ 41,321
BA	Standard	3	\$ 42,354
BA	Standard	4	\$ 43,413
BA	Standard	5	\$ 44,498
BA	Professional	6	\$ 45,499
BA	Professional	7	\$ 46,523
BA	Professional	8	\$ 47,570
BA	Professional	9	\$ 48,640
BA	Professional	10	\$ 49,735
BA	Professional	11	\$ 50,854
BA	Professional	12	\$ 51,998
BA	Professional	13	\$ 53,168
BA	Professional	14	\$ 54,364
BA	Professional	15	\$ 55,587
BA	Professional	16	\$ 56,699
BA	Professional	17	\$ 57,833
BA	Professional	18	\$ 58,990
BA	Professional	19	\$ 60,170
BA	Professional	20	\$ 61,373
BA+Masters	Professional	21	\$ 62,447
BA+Masters	Professional	22	\$ 63,540
BA+Masters	Professional	23	\$ 64,652
BA+Masters	Professional	24	\$ 65,783
BA+Masters	Professional	25	\$ 66,934
BA+Masters	Professional	26	\$ 68,106
BA+Masters	Professional	27	\$ 69,298
BA+Masters	Professional	28	\$ 70,510
BA+Masters	Professional	29	\$ 71,744
BA+Masters	Professional	30	\$ 73,000
	Longevity Step SB	See Section I	Salary + \$15,000

**SCHEDULE B**  
**EXTRA CURRICULAR**

<u>ACTIVITY</u>	<u>% OF BASE</u>
Varsity Football	11
Assistant Football	8
JV Football Head	6
JV Football Assistant	4
Middle School Football (Head 4%, Assistant 3%)	7
Soccer Varsity	8
Soccer JV	6
Soccer MS	3
Golf Varsity	8
Cross Country Coach (if full boys & girls teams)	8
Cross Country Coach (if not full boys & girls teams)	6
MS Cross Country	3
Cheerleading Coach Fall	5
Cheerleading Coach Winter	5
Varsity Basketball	11
JV Basketball	8
MS Grade Basketball (4% each grade)	8
Elementary Basketball	2
Volleyball Varsity	11
Volleyball JV	8
MS Volleyball	4
Ski Team Coach	8
Baseball Coach Varsity	8
Baseball Coach JV	6
Softball Coach Varsity	8
Softball Coach JV	6
Track Coach Head	8
Track Coach Assistant	6
MS Track (Boys and Girls 3% each)	6
Instrumental/Vocal Director (based on the parameters in the job description)	12
Yearbook - High School	4
Yearbook - Middle School	3
School Sanctioned Clubs (Ski Club, BPA, SAAD, Art, Thespian, French, Spanish, etc.)	2
School Play Director (for each approved play)	3.5

All-School Musical – Drama Director	3.5
All-School Musical – Music Director	3.5
Homecoming Event Coordinator	2
Snowball Event Coordinator	1
Prom Coordinator	2
Graduation Coordinator	2
Student Leadership Advisor HS	5
Student Leadership Advisor MS	3
Student Leadership Advisor EL	2
National Honor Society	3.5
Mentor Teacher	2
Elementary School Google Website Coordinator,	2
Middle School Google Website Coordinator,	2
High School Google Website Coordinator,	2
Virtual School Google Website Coordinator,	2
Remote Learning Coursework (5F)	12
Auditorium Performance Tech Coordinator/Musical	3
Auditorium Performance Tech Coordinator/Play	3

In the event no bargaining unit member volunteers for the positions marked with a "\*", the Association agrees it will select suitable persons from the bargaining unit to fill such positions on a yearly basis.

Internal Substitution - Internal subbing will be paid at \$20.06 per hour or comp time.

Music Director - The Schedule B position of music director, choir, marching band, and stage band are included in the job description of music instructor and considered part of that position.

Evaluations of Schedule B coaching positions shall be made within 6 weeks of the close of the season. Recommendations for continuance or non-continuance in position will be made as a part of the evaluation.

The Association agrees that the Board may cancel an extracurricular program but not in an arbitrary or capricious manner and further agrees that the Board may allow responsibilities for a particular activity to be shared by more than one teacher. Percentages paid will be prorated according to the contracted salary percentages. The Association agrees that Schedule B positions are assigned on a yearly basis.

NOTE: Pay shall be determined by multiplying the percentage assigned to the positions to the rate of pay listed in the experience lane below. Pay for Schedule B may be taken throughout the sports season or period of assignment provided the duties are approximately equal throughout the assignment otherwise pay will be made when all duties are completed.

<b>Years in Sport or Activity Step</b>	<b>SY 2021-2022</b>	<b>SY 2022-2023</b>	<b>SY 2023-2024</b>
1-3 years	\$33,500	\$34,000	\$34,500
4-6 years	\$33,700	\$34,200	\$34,700
7-9 years	\$35,200	\$35,700	\$36,200
10-12 years	\$36,750	\$37,250	\$37,750
13 or more years	\$38,300	\$38,800	\$39,300

The experience factor only applies to all Schedule B positions. Credit will be given for experience in the particular assignment while teaching/coaching at Suttons Bay.

Teachers not qualified for experience factors shall be paid at the entry level.

A coach moving to the next higher level position within the same sport will be placed at Step 2 of the new position provided he/she has at least the number of years' experience to qualify for such placement. A coach moving to a lower level position within the same sport will be given full experience credit. Experience accrued in any area of student advisory work shall apply in any other area of student advisory work for purposes of credit toward experience factor. Student advisory work includes Student Council, National Honor Society, as well as freshman, sophomore, junior and senior class advisor positions.

Final payment for Schedule B duties shall be paid only after all equipment is stored and inventories completed.

NOTE: If, during the life of this agreement, new activities are added to Schedule B, no salary shall be paid for such positions prior to consultation regarding the amount with the Association. Nothing shall preclude the possibility of this salary being subject to further negotiation at the next regular negotiating period.

Any Schedule B position that has an account for funds needed to operate in the Schedule B position may request a statement of that account up to three times each school year.

**Suttons Bay Public  
Schools 2021-2022  
Calendar**

8/31/21 - 9/2/21	Professional Development (Teacher Work Day on 9/2) - no school for students
9/7/21	First Day of School
10/8/21	Professional Development - no school for students
11/8/21	Professional Development - no school for students
11/1/21 - 11/12/21	Fall Parent - Teacher Conference Weeks (by appointment)
11/25/21 - 11/26/21	No School - Thanksgiving Holiday
12/20/21 - 12/31/21	No School - Winter Break
1/3/22	School Resumes
1/27/22	End of 1st Semester
2/18/22 - 2/21/22	No School - Mid-Winter Break
3/7/22 - 3/18/22	Spring Parent - Teacher Conference Weeks (by appointment)
3/25/22	Early Release - All students
3/28/22 - 4/1/22	No School - Spring Break
4/4/22	School Resumes
5/6/22	Professional Development - no school for students
5/30/22	No School - Memorial Day
6/5/22	Graduation 11 AM (SB Virtual) and 1 PM (SB High School)
6/9/22	End of Second Semester - Student's last day Early Release

**Student Start time is 8:15 AM (all students) and Dismissal time is 3:25 PM**

**Early Release Days for Elementary and Middle School are 9/8, 9/15, 9/22, 9/29, 10/6, 10/13, 10/20, 10/27, 11/3, 11/10, 11/17, 11/24, 12/1, 12/8, 12/15, 1/5, 1/12, 1/19, 1/26, 2/2, 2/9, 2/16, 2/23, 3/2, 3/9, 3/16, 3/23, 4/6, 4/13, 4/20, 4/27, 5/4, 5/11, 5/18, 5/25, 6/1. Students will dismiss at 1:00 PM**

**High School Remote Days are 9/8, 9/15, 9/22, 9/29, 10/6, 10/13, 10/20, 10/27, 11/3, 11/10, 11/17, 11/24, 12/1, 12/8, 12/15, 1/5, 1/12, 1/19, 1/26, 2/2, 2/9, 2/16, 2/23, 3/2, 3/9, 3/16, 3/23, 4/6, 4/13, 4/20, 4/27, 5/4, 5/11, 5/18, 5/25, 6/1**

**All Students will Early Release at 1:00 PM on 3/25, and 6/9**

Full Student Days	138
Early Release Student Days (ELE and MS)	35
Remote Learning Days (HS)	35
Early Release Days - All Students	2
Teacher PD Days	5
<b>TOTAL Teacher Work Days</b>	<b>180</b>

In the event of school make-up days, the district will begin any required make-up days beginning on the first day after the last day of school. The Early Release day shown on the calendar will become a full day and the last makeup day will be an Early Release day.

**Suttons Bay Public  
Schools 2022-2023  
Calendar**

8/30/22 - 9/1/22	Professional Development (Teacher Work Day on 9/2) - no school for students
9/6/22	First Day of School
10/7/22	Professional Development - no school for students
11/8/22	Professional Development - no school for students
10/31/22 - 11/11/22	Fall Parent - Teacher Conference Weeks (by appointment)
11/24/22 - 11/25/22	No School - Thanksgiving Holiday
12/19/22 - 1/2/23	No School - Winter Break
1/3/23	School Resumes
1/26/23	End of 1st Semester
2/17/23 - 2/20/23	No School - Mid-Winter Break
3/6/23 - 3/17/23	Spring Parent - Teacher Conference Weeks (by appointment)
3/24/23	Early Release - All students
3/27/23 - 3/31/23	No School - Spring Break
4/3/23	School Resumes
5/5/23	Professional Development - no school for students
5/29/23	No School - Memorial Day
6/4/23	Graduation 11 AM (SB Virtual) and 1 PM (SB High School)
6/9/23	End of Second Semester - Student's last day Early Release

**Student Start time is 8:15 AM (all students) and Dismissal time is 3:25 PM**

**Early Release Days for Elementary and Middle School are 9/7, 9/14, 9/21, 9/28, 10/5, 10/12, 10/19, 10/26, 11/2, 11/9, 11/16, 11/23, 11/30, 12/7, 12/14, 1/4, 1/11, 1/18, 1/25, 2/1, 2/8, 2/15, 2/22, 3/1, 3/8, 3/15, 3/22, 4/5, 4/12, 4/19, 4/26, 5/3, 5/10, 5/17, 5/24, 5/31. Students will dismiss at 1:00 PM**

**High School Remote Days are 9/7, 9/14, 9/21, 9/28, 10/5, 10/12, 10/19, 10/26, 11/2, 11/9, 11/16, 11/23, 11/30, 12/7, 12/14, 1/4, 1/11, 1/18, 1/25, 2/1, 2/8, 2/15, 2/22, 3/1, 3/8, 3/15, 3/22, 4/5, 4/12, 4/19, 4/26, 5/3, 5/10, 5/17, 5/24, 5/31.**

**All Students will Early Release at 1:00 PM on 3/24, and 6/9**

Full Student Days	138
Early Release Student Days (ELE and MS)	35
Remote Learning Days (HS)	35
Early Release Days - All Students	2
Teacher PD Days	5
<b>TOTAL Teacher Work Days</b>	<b>180</b>

In the event of school make-up days, the district will begin any required make-up days beginning on the first day after the last day of school. The Early Release day shown on the calendar will become a full day and the last makeup day will be an Early Release day.



**Suttons Bay Public  
Schools 2023-2024  
Calendar**

8/29/23 - 8/31/23	Professional Development - no school for students
9/5/23	First Day of School
10/6/23	Professional Development - no school for students
11/6/23	Professional Development - no school for students
10/30/23 - 11/10/23	Fall Parent - Teacher Conference Weeks (by appointment)
11/23/23 - 11/24/23	No School - Thanksgiving Holiday
12/20/23 - 1/2/24	No School - Winter Break
1/4/24	School Resumes
1/25/24	End of 1st Semester
2/16/24 - 2/19/24	No School - Mid-Winter Break
3/4/24 - 3/15/24	Spring Parent - Teacher Conference Weeks (by appointment)
3/22/24	Early Release - All students
3/25/24 - 3/29/24	No School - Spring Break
4/1/24	School Resumes
5/3/24	Professional Development - no school for students
5/27/24	No School - Memorial Day
6/2/24	Graduation 11 AM (SB Virtual) and 1 PM (SB High School)
6/6/24	End of Second Semester - Student's last day Early Release

**Student Start time is 8:15 AM (all students) and Dismissal time is 3:25 PM**

**Early Release Days for Elementary and Middle School are 9/6, 9/13, 9/20, 9/27, 10/4, 10/11, 10/18, 10/25, 11/1, 11/8, 11/15, 11/22, 11/29, 12/6, 12/13, 1/3, 1/10, 1/17, 1/24, 1/31, 2/7, 2/14, 2/21, 2/28, 3/6, 3/13, 3/20, 4/3, 4/10, 4/17, 4/24, 5/1, 5/8, 5/15, 5/22, 5/29. Students will dismiss at 1:00 PM**

**High School Remote Days are 9/6, 9/13, 9/20, 9/27, 10/4, 10/11, 10/18, 10/25, 11/1, 11/8, 11/15, 11/22, 11/29, 12/6, 12/13, 1/3, 1/10, 1/17, 1/24, 1/31, 2/7, 2/14, 2/21, 2/28, 3/6, 3/13, 3/20, 4/3, 4/10, 4/17, 4/24, 5/1, 5/8, 5/15, 5/22, 5/29.**

**All Students will Early Release at 1:00 PM on 3/22 and 6/6**

Full Student Days	138
Early Release Student Days (ELE and MS)	35
Remote Learning Days (HS)	35
Early Release Days - All Students	2
Teacher PD Days	5
<b>TOTAL Teacher Work Days</b>	<b>180</b>

In the event of school make-up days, the district will begin any required make-up days beginning on the first day after the last day of school. The Early Release day shown on the calendar will become a full day and the last makeup day will be an Early Release day.

**SUTTONS BAY PUBLIC SCHOOLS  
ASSOCIATION LEAVE REQUEST FORM**

**ARTICLE 4.21**

At the beginning of the school year, the Association shall be credited with ten (10) non-cumulative days during bargaining years and seven (7) non-cumulative days during non-bargaining years to be used to conduct Association Business. These days may be used by the Association Officers or their designees who are members of the Association to conduct association business under the following conditions:

1. The Association shall request such leave from the Superintendent or his/her designee not less than forty-eight (48) hours in advance.
2. No more than three (3) members may take said leave on the same day.
3. No more than two events per month will be used for such leave.
4. The Association shall reimburse the district for the cost of a substitute teacher if a substitute is hired.
5. The Request for Association Business Leave Form will be used stating the reason for the requested leave.
6. If extenuating circumstances warrant, the Superintendent may waive any of the above conditions.

\*\*\*\*\*

I hereby request an Association Leave of absence on \_\_\_\_\_ to conduct association business.

This absence is for a \_\_\_\_\_ Full Day; \_\_\_\_\_ Half Day (AM); \_\_\_\_\_ Half Day (PM)

The reason for this absence is \_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

This request is being made in accordance with ARTICLE 4, SECTION 21.

I attest that the above conditions are met as stipulated.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Association Approval \_\_\_\_\_

Date \_\_\_\_\_

Principal Approval \_\_\_\_\_

Date \_\_\_\_\_

Superintendent Approval \_\_\_\_\_

Date \_\_\_\_\_



**SUTTONS BAY PUBLIC SCHOOLS  
PERSONAL DAY REQUEST FORM**

**ARTICLE 10.6**

At the beginning of each school year, each teacher shall be granted two (2) non-cumulative Personal Days. Unused days will be carried over as sick days. The use of Personal days shall be subject to the following conditions:

- A. Notification must be made in writing stating the requested date(s) of absence to the Superintendent or his/her designee at least twenty-four (24) hours prior to the day(s) requested using the Personal Day Request Form.
- B. Personal Days may not be taken the day before or after a holiday or vacation period. Personal days may not be taken the first day of the school year or the last day of the school year.
- C. Exceptions to the above provisions may be granted on a case-by-case basis by the Superintendent whose decision shall be final.

I hereby request a leave of absence on \_\_\_\_\_ to conduct business which cannot be conducted outside regular work hours.

Date of Absence: \_\_\_\_\_

Check One:        \_\_\_\_\_ Full Day \_\_\_\_\_ Half Day (AM)        \_\_\_\_\_ Half Day (PM)

This request is being made in accordance with ARTICLE 10, SECTION 10.6.

I attest that the above conditions are met as stipulated.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Principal Approval \_\_\_\_\_

Date \_\_\_\_\_

Superintendent Approval \_\_\_\_\_

Date \_\_\_\_\_

**SUTTONS BAY PUBLIC SCHOOLS  
IN-SEAT K-12 TEACHER  
OVERLOAD FORM  
ARTICLE 5.1**

**Teacher Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Month (check one):**

- ☐ September      ☐ October      ☐ November      ☐ December      ☐ January  
☐ February      ☐ March      ☐ April      ☐ May      ☐ June

**Elementary School**

Pre-K	Max per GSRP/Head Start
Kindergarten	22*
Grades 1-2	26*
Grades 3-4	27*
Grade 5	30*
Foreign Lang.	*same as above
Art	*same as above
Music	*same as above
PE	*same as above

**High School**

Grades 6-12	30
Secondary Science	# Lab
Stations Foreign Language	30
Art	30
Music	40
PE	40

**Line A:** Select max class size from chart above and subtract from **Line A** and enter number here:

\_\_\_\_\_ Students

**Line B:** Total Number of Students per Administrative Calculation: \_\_\_\_\_ Students

**Line C:** Subtract **Line B** from **Line A** and enter here:

\_\_\_\_\_ Students

**Elementary Core Teacher**

Multiply **Line C** by \$40 and enter number here:

\$ \_\_\_\_\_

**Elementary Non-Core Teacher**

Multiple **Line C** by \$10 and enter number here:

\$ \_\_\_\_\_

**Middle School/High School**

Multiply **Line C** by \$10 and enter number here:

\$ \_\_\_\_\_

The amount of overload for the month checked above shall be:

\$ \_\_\_\_\_

\_\_\_\_\_  
Staff Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

\*NOTE\* If you have more than one class with an overload, fill out one form per class.

## SUTTONS BAY PUBLIC SCHOOLS GRIEVANCE FORM

Grievance # \_\_\_\_\_

School Year \_\_\_\_\_

Date Filed \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Association Representative \_\_\_\_\_

Date Grievance Occurred \_\_\_\_\_

Contract Section(s) Violated \_\_\_\_\_

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Statement of Grievance \_\_\_\_\_

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[illegible]

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(Use additional sheet if necessary)

Relief Requested \_\_\_\_\_

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**STEP ONE**  
**DISCUSSION WITH PRINCIPAL**

- A. Date of Meeting \_\_\_\_\_
- B. Disposition by Principal \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal \_\_\_\_\_ Date \_\_\_\_\_

**STEP TWO**  
**SUPERINTENDENT**

Date Received \_\_\_\_\_

- A. Date of Meeting \_\_\_\_\_
- B. Disposition by Superintendent \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent \_\_\_\_\_ Date \_\_\_\_\_

**STEP THREE**  
**BOARD OF EDUCATION**

Date Received \_\_\_\_\_

- A. Date of Meeting \_\_\_\_\_
- B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_  
Signature of Board President \_\_\_\_\_ Date \_\_\_\_\_

**STEP FOUR**  
**ARBITRATION**

- A. Date of Notification to Board \_\_\_\_\_
- B. Date of Hearing \_\_\_\_\_
- C. Award (Attach award of arbitration) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- D. Date Award Received \_\_\_\_\_



**SUTTONS BAY PUBLIC SCHOOLS**  
**REQUEST FOR TRANSFER CONSIDERATION FORM**

Note: This form is due by April 1.

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

Present Assignment: \_\_\_\_\_

Highly Qualified Grade Levels and Subject Areas: \_\_\_\_\_

MI Teaching Certification: \_\_\_\_\_

Other areas of training or expertise:

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Position(s) for which you wish to consider a transfer if a position becomes available: (in priority order)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Factors you would like to have considered in evaluating this request:

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Signature: \_\_\_\_\_

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# Staff Disciplinary Form

## STEP ONE

C. Date of Meeting \_\_\_\_\_

D. Action Taken : \_\_\_\_\_

\_\_\_\_\_  
Signature of Administration      Date

## STEP TWO

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

E. Date of Meeting \_\_\_\_\_

F. Action Taken : \_\_\_\_\_

\_\_\_\_\_  
Signature of Administration      Date

## STEP THREE

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

G. Date of Meeting \_\_\_\_\_

H. Action Taken : \_\_\_\_\_

\_\_\_\_\_  
Signature of Administration      Date