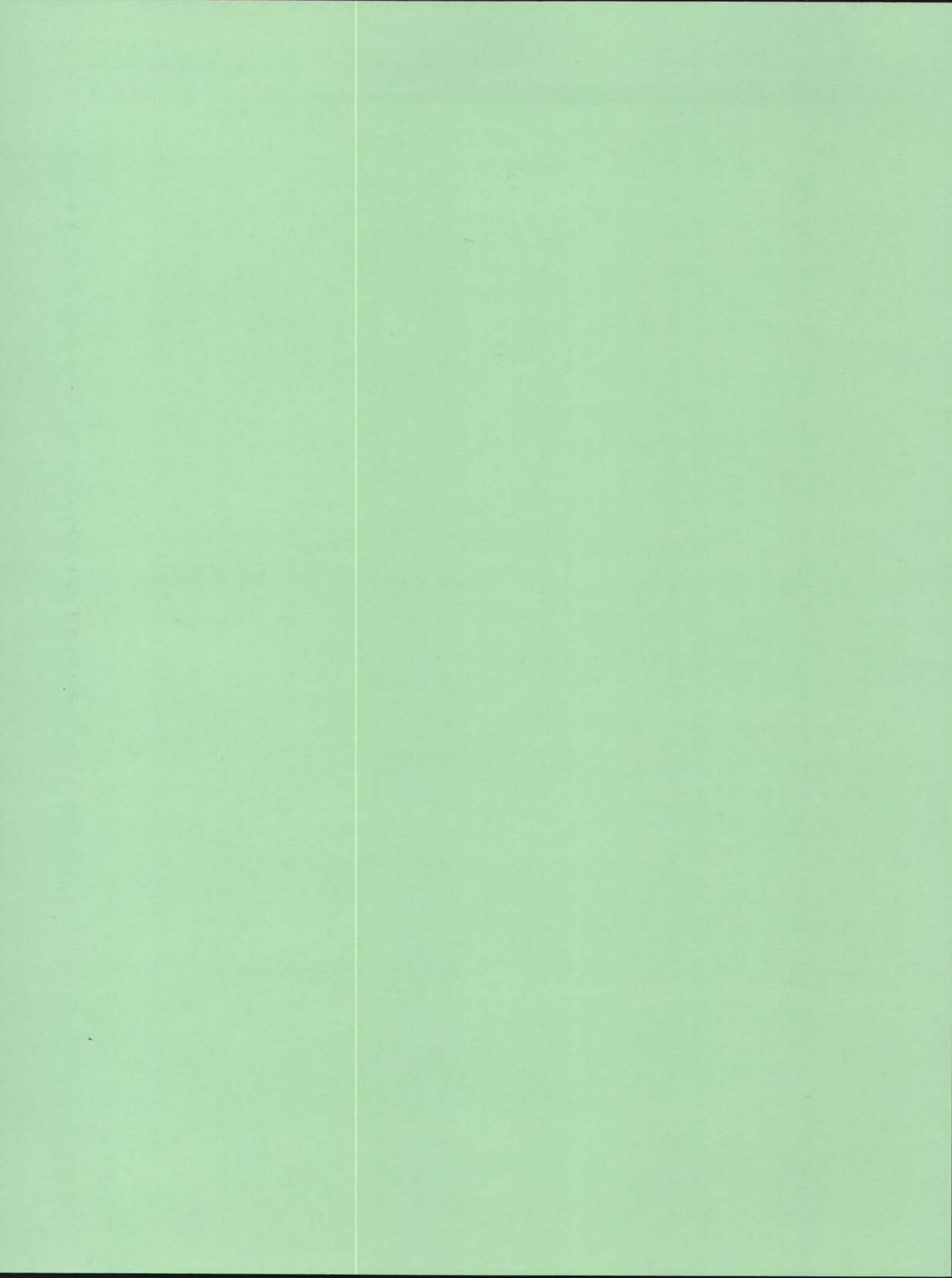


1998 - 1999
1999 - 2000
2000 - 2001

THE COMPACT
OF
PROFESSIONAL EDUCATORS
BETWEEN
THE SAGINAW EDUCATION ASSOCIATION
AND
THE BOARD OF EDUCATION OF THE
SAGINAW SCHOOL DISTRICT
SAGINAW, MICHIGAN

Saginaw Public Schools



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AND

**THE BOARD OF EDUCATION OF THE
SAGINAW SCHOOL DISTRICT**

SAGINAW, MICHIGAN

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THE COMPACT OF PROFESSIONAL EDUCATORS
Between
THE SAGINAW EDUCATION ASSOCIATION
and
THE BOARD OF EDUCATION OF THE SAGINAW SCHOOL DISTRICT

I. PURPOSE

The purpose of this Compact is to help us meet the challenges of a rapidly changing environment in public education. It is a reality that Saginaw Schools must now compete for students in order to survive and prosper. That requires us continually to improve education outcomes for the students, parents and community members who are our partners and our customers. It requires us to foster collegial work relations to support teamwork, innovation and customer service. This Compact is our attempt to describe plainly the things we must accomplish together and the improved professional work relations we must have in order to accomplish them.

A. Objectives and Goals

The objectives of the Saginaw School District are properly set forth in the evolving Strategic Plan for School Improvement. They include (1) curriculum improvements tailored to the Graduate Standards, (2) effective site-based school management, (3) partnerships with students, parents and the community, and (4) professional development of teachers. This Compact supports Plan objectives by aiming to accomplish six specific things:

- engender stable and **collaborative work relations** through the leadership of the Professional Studies Committee (“PSC”),
- promote **effective School Improvement Teams** (“SITs”) aligned with the Strategic Plan,
- improve **teaching and administrative quality** through recruitment, hiring, mentoring and professional development,
- enhance **learning outcomes** through lesson planning and achievement monitoring aligned with education benchmarks,
- build effective **parent-student-teacher partnerships** through enhanced teacher accessibility and professional responsibility, and
- pursue **enrollment growth** through customer satisfaction, marketing and competitive outreach.

B. Professional Collaboration

The principal goal for this Compact is that we learn together to engage successfully each new challenge facing public education. That is the difference between this and the labor agreements which have preceded it. With this Compact we are entering into a dynamic relationship. It recognizes that teacher professionalism is the principal resource for achieving the goals and objectives of the Saginaw School District. It secures teacher involvement in the institutions which manage change. It calls on teachers to exercise greater professional responsibility for the success of learning outcomes and public support. It promotes the ideal

that a chief mission of administrators is to support professional educators in effective interaction with the students, parents and community they serve.

The method we have chosen to pursue these goals is professional collaboration among teachers and administrators -- a relationship of mutual respect, open communication, consensus-building, mutual aid and innovative problem-solving. In place of extensive rules restricting our ability to adapt to change, this Compact provides joint teacher-administrator councils to collaborate on what our innovative adaptations should be. Instead of internally focused disputes over authority, it focuses on mutual support to meet external challenges. It is on that basis that our customers and the public will judge us -- together. Our intent is for each teacher and administrator to come through this time of transition as the most capable, confident, committed and secure person each can be.

II. THE PUBLIC, THE BOARD AND SEA

The Board of Education ("the Board"), the Saginaw Education Association ("SEA"), administrators and teachers will all promote the education objectives and goals of the District, professional service, worklife harmony, mutual trust, collaborative decision-making and responsible issue resolution.

The responsibility and authority to operate the Saginaw School District resides in the Board of Education as duly elected representatives of the citizens. Through its duly appointed Superintendent and administrators, the Board will define, communicate and implement the objectives and goals of the District. It will lead and direct professional education activities. It will provide resources and equipment for the safe and effective delivery of education services. It will accomplish these things through the exercise of all the rights and prerogatives provided by law, associated with administration and exercised by it. The exercise of judgment and discretion by the Board and its administrators made in good faith and for valid reasons not in conflict with this agreement shall be upheld.

The responsibility and authority of bargaining representative for Saginaw teachers and other employees within its historical work jurisdiction resides exclusively with SEA under the terms of applicable laws. SEA will represent the views of teachers in the bargaining unit. It will consult regularly with the Superintendent and senior administration on the strategies and policies to promote this Compact and education excellence. It will work together with the Personnel Department to administer this Compact. It will appoint teachers to joint teacher-administrator councils as provided herein.

Upon SEA certification of membership or agency status and checkoff authorizations, the District will deduct monthly from each eligible employee's pay and remit to SEA an amount equal to the authorized monthly dues, PAC and other contributions for each employee, subject to applicable law.

III. THE BASIC COMPACT

The Board will retain and compensate teachers and other unit employees, and will respect the Professional Rights of each, as provided in this Compact. SEA, its teachers and other unit employees will support the Purposes of this Compact and attendant objectives and goals. Each teacher will faithfully discharge his or her Professional Responsibilities.

There will be no termination or discipline of a tenured teacher or other non-probationary unit employee without just cause. There will be no lockouts, strikes, slow downs or other disruption or interruption of work. The parties pledge their best efforts to collaborate

professionally and meaningfully to advance the Strategic Plan and the purposes of this Compact.

IV. PROFESSIONAL RIGHTS AND RESPONSIBILITIES

The success of Saginaw Schools rests ultimately on the pride, integrity and accountability of our professional educators. Collegial relations among us depend on these same values. It is fundamental to these values that each of us remain individually committed to both high standards of Professional Responsibility and mutual respect for Professional Rights. Among these are the following:

A. Professional Responsibilities

It is the Professional Responsibility of each teacher and administrator

- to model the high standards of personal appearance, speech and behavior we wish to inculcate in our students,
- to provide students the respect, discipline, sensitivity and attention essential for good learning,
- to maintain knowledge of fundamentals and current developments in the disciplines relevant to teaching assignments, and to engage in continuing professional development toward that end,
- to be well prepared for teaching through daily and long range written lesson plans demonstrably related to learning benchmarks,
- to devote the requisite hours of professional time to teaching responsibilities during the academic year,
- to use our best efforts to form supportive teams with the parents of our students and to be accessible at reasonable times convenient to them,
- to cooperate actively in accomplishing the goals of School Improvement Teams and the Professional Studies Committee, and
- to respect the Professional Rights of colleagues, to treat them with the good-will we expect in return and to provide mutual support in all reasonable measures to improve education in the Saginaw Schools.

B. Professional Rights

It is the Professional Right of each teacher and administrator

- to be treated with respect,
- to be informed of District and school objectives and goals,
- to be engaged in a professional, collegial, collaborative and problem-solving fashion with respect to work duties and performance,
- to have ready access to Principals and administrators for the purpose of addressing school matter in a candid and authentic way,

- to participate personally or through duly selected representatives in School Improvement Teams and the Professional Studies Committee,
- to be evaluated regularly and constructively in a manner aimed at encouraging development of individual potential,
- to participate in improving educational methods, and
- to participate in Issue Resolution procedures and be accorded the due process provided therein.

V. COLLEGIAL DECISION-MAKING

This Compact endorses the Saginaw School District's two-tier system for planning and administering education improvement. This involves a District-wide Professional Studies Committee ("PSC") to consult on policy matters; and school Improvement Teams ("SITs") to adopt and implement individual school improvement plans aligned with the District-wide Strategic Plan.

A. The Professional Studies Committee

The Professional Studies Committee will be composed of twelve (12) members, appointed in equal numbers by the Superintendent of Schools and by the President of SEA. The PSC is intended to be the principal forum for continual discussions and consensus decisions among teachers and administrators respecting education and worklife policies. Its purpose is to assure positive union-management relations, to preserve the integrity and intent of this "living agreement," and to advance the shared objectives of this Compact. It is not intended to resolve day-to-day grievances or matters of the kind that can be referred to the Issue Resolution system. It may advise, support and consult with School Improvement Teams in their independent development of education programs consistent with the Strategic Plan. Subject to this Compact and the lawful authority of the Board, the PSC shall adopt a Charter defining its jurisdiction consistent with the following responsibilities and procedures.

1. **Responsibilities:** The responsibilities of the PSC are
 - to maintain the integrity of the Compact between SEA and the Board,
 - to advance the Strategic Plan in cooperation with School Improvement Teams,
 - to bring education policy issues to the attention of the Board,
 - to review systems for hiring, professional development and dispute resolution,
 - to select and oversee joint education task teams,
 - to provide an open forum for Professionals to discuss issues important to the Saginaw Schools, and
 - to guide the evolution of Saginaw Schools' work culture toward greater collaborative excellence.

2. Procedures: The PSC and each of its members will make every reasonable effort to reach decisions on a consensus basis. Consensus is understood to mean that circumstance where (a) each member believes that, after full and fair opportunity to be heard, he or she understands the views of others and is in turn well understood by them, and (b) whether or not the choice being made is the one he or she most prefers, it is acceptable as the best option for the group as a whole at that time. If the Chair determines that a necessary decision can only be reached by a vote, agreement of at least seven (7) members present at a regularly scheduled meeting will constitute the decision of the PSC.

The parties intend that deliberation of a matter by the PSC satisfies all obligations to bargain. Failure of the PSC to reach a decision in such a matter therefore shall not prevent the parties from exercising their rights under this Compact provided that such exercise does not violate any provision of this Compact.

Subject to Board approval, the PSC may modify or amend this Compact during its term to effect the intent of the parties; provided that no such PSC modification or amendment shall remain in effect for more than thirty-six (36) months without ratification by the SEA membership.

B. School Improvement Teams

Each school will have a School Improvement Team (SIT) and Plan as provided by law and determined by the District. The purpose of each SIT is to promote the collaborative involvement of the school's Professionals in the development, endorsement and implementation of a written School Improvement Plan aligned with the District-wide Strategic Plan. SITs should be of sufficient size and inclusiveness to fairly reflect the views and interests of the Professional staff. SIT teacher representatives will be selected by a method determined by the school, subject to approval of the District. Each SIT will meet no less frequently than bi-monthly.

1. Team Effectiveness: Each SIT will be provided annual in-service in team effectiveness and collaborative decision-making by a professional approved by the PSC. Appropriate additional training and assistance will be made available by the PSC upon request of the Principal.

2. Innovation: A chief advantage of the site-based SIT model is that it allows broad diversity and innovation in approaches to education improvement. This Compact deliberately allows SITs to promote individual approaches to matters such as scheduling, professional development, mentoring, team-teaching, curriculum implementation, and building budgeting. So long as SITs operate consistently with this Compact and Board policy, they are encouraged to innovate in improving education performance and customer service. The PSC may grant selective waivers of Compact terms as it deems appropriate.

C. Issue Resolution

The success of our mutual relations under this agreement depends on our commitment to address issues in a fair and responsible way.

Our intent is that issues which arise between District employees should, whenever possible, be resolved directly between them consistent with shared professional values. There is no limit on the nature of issues which may be raised among employees; provided that failure to retain or reemploy a probationary teacher at year's end or claims pursued under the Teacher Tenure Act or other legal or statutory procedure shall not be considered discipline and shall not be eligible for Issue Resolution. In instances of discipline affected employees are assured "due

process.” SEA representatives may participate as SEA chooses in any phase of Issue Resolution.

1. Procedures: It is expected that worklife issues will normally be addressed according to the following procedures. Time limits may be waived by agreement of SEA and the Superintendent or his designee.

- In the first instance, issues should be promptly addressed through informal problem-solving conferences between the people involved. An issue should be raised within thirty (30) days from the date on which the person initiating the issue knew or should have known of the underlying facts giving rise to it.
- Issues not satisfactorily addressed by informal means may be promptly reduced to writing by any person involved and referred to the Issue Resolution Council (IRC), which shall convene an informal hearing on each individual matter within thirty (30) days after receiving it. Participants in the hearing will include the persons involved, an SEA representative and the designated representative of the Superintendent.
 - The participants shall make all reasonable efforts to resolve the issue by agreement.
 - If the matter is not resolved by agreement, the Superintendent’s designee shall render the written decision of the IRC within ten (10) days of the hearing. The IRC decision shall not constitute a precedent, but shall be final and binding unless SEA determines that it should be appealed to arbitration.
- An arbitration appeal of a decision by the IRC may be made only by SEA, within ten (10) days by written notification to the Personnel Department. The appeal will clearly identify the issue(s) involved and the resolution requested.
- Arbitrations will follow the procedures of the American Arbitration Association or such other procedures as SEA and the Superintendent may agree.
 - The decision of the Arbitrator, if within the scope of the Arbitrator’s authority and this agreement, shall be final and binding. An arbitrator may not overturn or disturb a decision of the IRC unless that decision was arbitrary and in bad faith or in violation of this agreement; and an arbitrator may not add to, subtract from or modify the terms of this agreement. Back pay shall not be awarded beyond sixty (60) days prior to the written filing of an issue.
 - SEA and the Personnel Department will bear their own costs of arbitrating; and the fee of the arbitrator shall be divided equally between them.
- SEA and the Personnel Department may agree to such programs and intervention of facilitators, mediators or other alternative dispute mechanisms, as part of this Issue Resolution system, as they deem appropriate.

2. Due Process: "Due Process" means the right of an employee to have clear and timely notice of any charge against him or her, to participate in Issue Resolution procedures, to have the assistance of an employee or SEA representative of his or her own choosing, to speak on his or her own behalf, to obtain relevant documentary information and to confront adverse witnesses in an orderly hearing if required.

VI. EDUCATIONAL EXCELLENCE

It is inevitable, and appropriate, that the success of the School District and our professional relations will be judged by the educational outcomes delivered to our customers -- the students, parents and community we serve. Toward the objective of constantly improving those outcomes, SBE, SEA, teachers and administrators alike pledge our mutual support of one another in steadily improving the quality of learning through the following agreed systems and methods:

A. Professional Talent

Continually improving the talent of professional staff and effectively deploying that talent is the key to education improvement. Improving talent requires recruiting, retaining and developing good new teachers. It requires further development of the solid professional talent Saginaw now enjoys. Effectively deploying that talent requires professional commitment and versatile teamwork at the individual school level.

1. Recruiting: The Superintendent will inform the PSC of District's needs for recruitment and hiring of professional teaching resources. It is recognized that SEA and incumbent teachers are effective resources in recruitment. It is expected that they will actively support reasonable requests to participate in direct recruitment efforts as part of their Professional Responsibilities. The parties specifically agree that the Board may in its discretion provide signing bonuses, relocation allowances or other one-time incentives to attract individual teachers of particular skills or characteristics it deems important to the District. The initial teaching assignments of newly hired professionals will be made by the Superintendent.

a. Minimum Requirements - To be hired, teachers must possess a Bachelor's Degree in: (1) Michigan Elementary Provisional, (2) Michigan Secondary Provisional, (3) Michigan Vocational Certification, or (4) the equivalent of the foregoing.

b. Probationary Period - Unit employees who are not tenure eligible shall be subject to a four (4) year probationary period.

2. Mentoring: Effective mentoring of new teachers in their first three years is critical to the retention and development of quality teaching talent. The responsibility for providing this mentoring belongs to the SIT where the new teacher is assigned. Each SIT Plan will include a mentoring program for each probationary teacher assigned to that school. Each individual mentoring program will conform to standards set by the PSC and will include, at a minimum:

- the professional(s) accountable for mentoring the probationary teacher,
- a general schedule of contact time between them, including in-class exposure.
- particular skills or other attributes on which the mentor intends to focus.

The particular methods and means for selecting and providing mentors are the prerogative of the SIT. Each SIT will be provided an annual mentoring budget of \$500.00 per teacher being mentored. Among the means an SIT may use for mentoring are designation of "Master Teachers," stipends for volunteers, pooling mentor allocations to retain "full-time" mentors and mentor teams. Teacher time devoted to mentoring is viewed as a credit to Professional Responsibility time and professional development commitments.

3. Professional Evaluations: Regular and constructive performance evaluation is a valuable tool in professional self-analysis and the guidance of professional development activities. Evaluations, IDPs and Improvement Assessments are not subject to the conference or hearing procedures of the Issue Resolution system.

a. Probationary Teachers: Evaluation of probationary teachers is the responsibility of the Principal, in consultation with the Tenure Committee for the school or program to which the teacher is assigned. The Tenure Committee should be composed of the Principal/Administrator and at least two (2) experienced peer teachers, selected in consultation with the SIT if applicable. In consultation with the Tenure Committee, the Principal will perform annual evaluations of each probationary teacher and will develop plans for addressing any performance concerns. The Principal/Administrator is responsible for recommending to the Board whether probationary teachers should continue to be employed and/or granted tenure.

b. Tenured Faculty: The purpose of a Performance Evaluation and/or an Improvement Assessment for a tenured faculty member is to provide the teacher candid and constructive professional feedback.

i. Performance Evaluations - Performance Evaluations are entirely separate from Improvement Assessments and may not be used as the basis for disciplinary action.

Each tenured faculty member will be evaluated every three (3) years, and at such other times as the Principal/Administrator may request. The evaluation is intended to be an open, informal and collegial dialogue among the professionals involved, guided by a written instrument approved by the PSC. Performance Evaluations will conclude with a brief written statement reflecting the agreement of the participants as to the topics discussed and the measures which the evaluated teacher agrees are best for his or her continued professional growth and development.

ii. Improvement Assessment - The purpose of an Improvement Assessment is to alert a teacher to perceived concerns about his or her performance which may, unless successfully addressed, lead to disciplinary action. An Improvement Assessment will be conducted at the request of Principal/Administrator, with advance notice to the teacher involved. It should be based on timely information. It is intended to be a candid and forthright expression of relevant concerns and an open and professional dialogue about steps to address them. An Improvement Assessment will conclude with either the written agreement of the teacher to measures designed to address the concerns expressed or a written recommendation by the Principal. Teachers may add comments to the Assessment. Improvement Assessments may be used as the basis to support disciplinary decisions.

4. Professional Development and In-Service: It is a Professional Responsibility to maintain proficient teaching skills and to keep current with developments in relevant

disciplines. It is the intent of this agreement to assist teachers in satisfying this responsibility by providing in-service opportunities tailored to teacher evaluations and professional development programs. With PSC oversight, the District will continue current District-wide in-service days of general value to the faculty. In addition, each SIT will be provided a professional development budget of \$165.00 per teacher with which to implement the building in-service opportunities in its plan.

5. Principal Leadership: Supportive and collegial leadership by Principals is a key ingredient in the high-performance education environment this Compact supports. The diverse individual leadership styles we encourage should all include a devotion to the professional respect, inclusiveness, accessibility and collegial support on which our agreement rests. Leadership according to these shared professional values is a central element in this Compact.

B. Teacher Time

The parties recognize that teachers devote their professional talents to the District in both structured and unstructured segments of time. We recognize further that, as demands increase to provide ever better educational results to our customers, the rigidity and uniformity of previous daily schedules has inhibited the innovations, teamwork and customer contract essential to education improvement. This Compact attempts to enhance the value of existing professional time commitments without increasing the total hours involved. It does this by: (1) increasing the availability and flexibility of in-building professional hours; and (2) relying on the professional responsibility of teachers and Principals, and the creativity of individual SITs, to use the additional structured time to best advantage.

1. Professional Commitment: The best information available to the parties indicates that Saginaw teachers routinely devote 1900 hours or more to their Professional Responsibilities each academic year. In addition to classroom teaching time, this commitment encompasses lesson planning, grading and achievement monitoring, parent and student conferences, in-service and professional development, mentoring, supervision of co-curricular activities, faculty meetings and collegial contact. It is expected that each teacher will continue this level of time commitment as an essential part of his or her Professional Responsibilities. How a particular teacher plans and allocates the non-classroom or unstructured portion of this time should normally be a matter of collegial understanding between the teacher, the Principal and the SIT. The intent is to allow teachers productive flexibility in discharging their Professional Responsibilities:

a. Lesson Planning: The preparation of written lesson plans demonstrably connected to strategic learning objectives, and designed to inspire achievement of learning benchmarks, is a Professional Responsibility of individual teachers. Each can be expected to maintain both long-range (semester or year) and short-range (daily/weekly) plans. The method of preparation and extensiveness of plans may vary with subject matter and teacher experience. Lesson plans are recognized as a valuable tool for professional development, counseling and classroom delivery. They should therefore be of sufficient detail and clarity to enable continuity of the learning program if a substitute teacher is required.

b. Achievement Monitoring: The parties agree that teachers need a more efficient, user-friendly technology to assist in the time-consuming responsibility of grading and monitoring student progress against lesson plans and learning benchmarks. It is recognized that the appropriate technology should also provide teachers tools for cross-discipline coordination, team teaching and topic consolidation. Our intent is that, during the term of this agreement, the District will invest in the appropriate hardware and

that each teacher will be provided the necessary equipment and training to incorporate this tool into Saginaw teaching techniques.

c. Parent Contact: Second only to actual classroom teaching, the most valuable contact the District has with those it serves is between teachers and parents. It is here that parents form their judgments about the quality of learning we provide. It is the chief opportunity to enroll parents as essential partners in the learning team. It is the principal basis upon which parents choose Saginaw Schools over the competition. A main goal of the Strategic Plan and this Compact is that we better acquaint the public with the dedication and high quality of our professional educators. To do this we must actively project teachers into positive contact with parents and the public generally. It is a Professional Responsibility of teachers to support these efforts.

Teachers are expected to make their best efforts to form a supportive learning team with the parent(s) of each student. The goal is to know the expectations of each parent and to enlist them in exceeding those expectations through effective collaboration within parent-student-teacher teams. This means both initiating contact with each parent and being accessible at times convenient to them. It means active participation in general parent-teacher events arranged by the SIT.

d. In-Service: In-service programs are one part of each teachers responsibility to pursue continual professional development and growth of his or her individual potential. The particular mix of such learning opportunities suitable for each teacher, and the time commitment to them, should be a matter of collegial understanding between the teacher and Principal, which may be linked to Performance Evaluation plans. It is a Professional Responsibility to participate in appropriate District-wide and SIT in-service opportunities.

e. Faculty Meetings: It is a Professional Responsibility to participate in scheduled faculty meetings of reasonable time, place, frequency and duration. These may be on a District, school or specific interest group basis. Given our general concerns over the time pressures on both teachers and administrators, it is understood that every effort will be made to optimize the value and interest of such meetings for those required to attend.

2. School Schedules: Our intent is to provide school schedules which satisfy all legal requirements to obtain full state aid and at the same time provide additional flexible in-building time for planning, customer contact and professional teamwork.

a. Calendar: The Calendars for the academic years covered by this agreement are set forth in Exhibit "A." Calendars will include eight (8) non-teaching days (twelve (12) for first year teachers). It is the intent of the parties that the Saginaw School system will in each academic year provide required instructional days, and the PSC may amend the calendars to conform with this intent.

b. Building Hours: The normal workday for teachers will be scheduled between 6:45 a.m. and 5:30 p.m. by the Principal, in consultation with the SIT, to cover instruction time required to receive full state aid, a forty (40) minute lunch period, ten (10) minute post-instructional supervision time, and common and individual planning time as set forth below, to be used for such things as planning, preparation, meetings, IEPs, and conferences. Non-instructional time not required for daily in-building duties may, by agreement of a teacher and Principal, be rescheduled from day-to-day and week-to-week to accommodate group meetings or other professional responsibilities.

- Elementary teachers will be scheduled for forty (40) minutes of common planning time --fifty (50) minutes commencing Fall 1999. Also commencing Fall 1999 the schedules of elementary classroom teachers will provide an average 2 1/2 hours/week of Planning release time enabled through enhanced instructional programs.
- Middle school teachers will be scheduled for common planning time equal to one (1) class period and individual planning time equal to one (1) class period.
- High school teachers will be scheduled for common planning time of fifteen (15) minutes (and as much as fifty (50) minutes if the high schools are reorganized) and an individual planning time equal to one (1) class period.

Consistent with overall scheduled time commitments, the PSC may approve SIT plans for alternate building schedules.

c. Saginaw Career Complex (SCC) and the Center for the Arts and Sciences (CAS): The District shall schedule instructional segments at the SCC and the CAS resulting in at least one half the hours required by the State in any particular year, so as to allow the District to collect the maximum allowable State aid per pupil.

C. Teaching Assignments

Teaching assignments are the responsibility of the Principal within each school. Principals will give incumbent teachers as much notice as practicable of their tentative teaching assignments and programs for the following academic year, preferably prior to June 1. Principals may effect mid-term assignment changes to meet instructional requirements and student needs. Teachers should normally not be assigned outside their major or minor fields of study unless necessary; nor will they be assigned outside the scope of their teaching certificates or qualifications except on a temporary basis or for good cause. Teachers are responsible for maintaining their current certifications on file with the Personnel Department.

1. In-School Reassignments: Subject to instructional requirements and student needs, preference for reassignment to open positions within a school will be on the basis of district-wide length of service among qualified teachers with at least one (1) year of service in the building.

2. Inter-School Transfers: Teachers may be transferred from school to school on an involuntary or voluntary basis. The parties recognize that voluntary transfers are preferable to involuntary ones. We also recognize, subject to instructional requirements and student needs, that district-wide length of service should be the determining criterion. Transfers to special assignments may be made without regard to length of service. Some transfers for administrative purposes may be necessary.

a. Involuntary Transfers: Involuntary transfers should normally be confined to school closings, program reductions, declining enrollment, unanticipated instructional needs, lawful racial balancing or balancing of experience among buildings. Subject to instructional requirements and student needs, selection of involuntary transferees for suitable assignments should be, among those qualified, in order of the least district-wide seniority within the affected building, department and/or program.

b. Voluntary Transfers: A teacher wishing to transfer schools for the following school year should file a written request form to do so with the Personnel Department by the end of the first semester, specifying the school and grade or subject desired.

Once openings due to new positions, death, retirement, resignation or administrative transfers are identified at the end of each academic year, the list of opportunities will be published and timely written requests of qualified teachers with three (3) years of service will be granted in order of district-wide length of service within the following priority groups: those displaced by involuntary transfer, those with current teaching assignments, those returning from leave, those returning from layoff. Teachers should not be voluntarily transferred more than every two (2) years. Openings occurring after August 1 will be filled as the District chooses, and posted at the end of the following academic year if the result of a late retirement.

3. Special Assignments: Special assignments are those listed in Exhibit "B." Persons available for voluntary transfer to such positions should file the appropriate written form with the Personnel Department. Timely written requests by qualified applicants for transfer to special assignments will be granted at the discretion of the Superintendent, in consultation with the PSC, without regard to an applicant's length of service.

4. Class Size: Whenever feasible under the circumstances, the ratio of students to teachers in regular instructional programs should conform to the Class Size Objectives set forth in Exhibit "C." The standards may be modified, and exceptions to them may be made, by the Superintendent in consultation with the PSC, for educational purposes such as avoiding split-grades, specialized or experimental instruction (e.g. team teaching), improvement of instructional methods, distribution of students by attendance areas or any other valid reason.

5. Special Education: The parties recognize that the demands of Special Education on the District, including instruction of at-risk, mainstreamed or inclusion students, require innovative approaches and devoted collaboration among professionals. Intensive early language development, compensatory education, disciplined assessment and referral practices and team-teaching are recognized as valuable and essential tools in addressing these needs. A chief objective of this Compact is to encourage these adaptations in the regular education program in order to optimize learning outcomes for all students within the regular classroom framework. Conscientious support of these plans is a Professional Responsibility.

6. Length of Service: Teachers accrue district-wide length of service (LOS) at the rate of one (1) month per active academic year service (or fifty percent (50%) thereof) from their date of hire. LOS does not accrue during leave or layoff; and accumulated LOS expires after three (3) years' layoff for tenured teachers (one (1) year for non-tenured teachers). A teacher whose LOS has expired shall have no recall rights under this agreement. The parties will continue to publish annually a district-wide length of service list based on existing criteria. A teacher transferred to a non-unit supervisory or executive position will, upon return to the unit, have the same length of service as if he or she had remained continuously in the unit.

7. Layoff: Should the District determine that involuntary reduction of the faculty is necessary, probationary teachers will be laid off first in an order determined by the District. Among tenured faculty certified and fully qualified to staff positions kept active, layoffs within the affected building, grade, program or subject matter will be in order of lowest length of district-wide service. Subject to openings, recall will be in inverse order of layoff.

8. Summer School: The parties will continue prevailing practices with respect to Summer School.

VII. PROFESSIONAL COMPENSATION AND BENEFITS

Our intent is that compensation and benefits be maintained at levels which recognize the Professional Responsibilities of teachers and hold the potential for rewarding improvements in learning outcomes.

A. Compensation Schedules

Teachers will be paid according to the salary schedules set forth in Exhibit "D." The Board may, in its discretion, provide additional bonuses or supplements on a faculty-wide basis to reward professional performance. Compensation for special assignments, extra duties beyond the basic salary schedule, co-curricular activities and coaching riders shall be increased by two percent (2%) for each school year. The coaching and co-curricular renewal clause will continue. Placement on the salary schedule and salary step movement shall continue in accordance with existing practice.

B. Benefits

1. Insurance: The Board will maintain health, life and disability insurance programs for those in the SEA bargaining unit, on the terms which follow. The details of insurance programs are those set forth in their respective Summary Plan Descriptions, which will be provided to each unit employee.

a. Health Care - The Board will make available to all unit employees, not otherwise covered, health care insurance equivalent to that under MESSA Super Care I type coverage, pro rated for part timers. In any year in which District retirement contribution rates increase, individual teachers will be responsible for annual health premium increases in excess of five percent (5%). Those electing coverage for the first time shall be responsible for one hundred percent (100%) of premium for the first two (2) months, payment of which may be spread over six (6) months. The Board shall select the insurance carrier. Employees desiring such coverage shall sign the required disclaimer form. Eligible employees who do not elect this coverage may elect instead to have \$100/month of active duty contributed to their behalf to a tax-sheltered annuity.

i. Dental - Benefits will include, for full-time unit employees, a dental program providing eighty percent (80%) of Class I and II benefits with an annual maximum payment of \$1000; and a Class III orthodontic rider of eighty percent (80%) with an lifetime maximum payment of \$1300. Teacher spouses shall have one (1) coverage.

ii. Vision - Benefits will include, for full-time unit employees, a vision care program with benefits comparable to the MESSA VSP II program. Teacher spouses will have one coverage.

b. Life Insurance- Regular full-time teachers will be provided group term life insurance in the amount of \$50,000, with double indemnity, accidental death and dismemberment riders, under a policy selected and paid for by the Board.

c. Disability- Regular full-time teachers will be provided short-term (90-day) and long-term (to age 65) disability benefits of two-thirds (2/3) the teachers' contract salary rate for enrolled teachers who have exhausted their individual sick leave benefits, under policies selected and paid for by the Board. The monthly maximum of such benefit will increase 2%/year from the current level.

2. Retirement: Teachers who reach the age of fifty-five (55) are eligible to retire under the Michigan Retirement Law, upon sixty (60) calendar days' notice to the District. The mandatory retirement age for teachers will be the higher of sixty-five (65) or the lowest age permitted by applicable law. To be eligible for payments for accumulated sick days, a teacher must give written notice prior to the end of the first semester of his or her intent to retire.

3. Paid Leaves of Absence: Upon reasonable advance notice under the circumstances, and written request where possible, teachers may have paid leave from their responsibilities as follows:

a. Sick Leave- Teachers accrue ten (10) sick-leave days on the first day of each academic year and accumulate unused days from year to year. Teachers may use such accumulated days for sickness, critical immediate family illness (five (5) days/year), death in the immediate family or household (five (5) days/year) or other emergency or essential need approved by the Superintendent (three (3) days/year). Teachers will use professional discretion in using sick days. A doctor's written verification may be required for sick days beyond five (5) per year. Independent physician examination may be required for sick leave beyond five (5) consecutive days, or if requested in contemplation of involuntary sick leave.

Upon retirement or death, a teacher with ten (10)+ years of district-wide service will be paid \$70.00/day for one-half (1/2) of his or her accumulated sick days up to a maximum of one hundred (100) days.

b. Personal Business- Upon seventy-two (72) hours' notice, teachers may take two (2) paid personal business days per year, not adjacent to holidays or vacations. Notice may be waived for emergencies. No more than twenty (20) teachers or twenty-five percent (25%) of the faculty of any building may use such leave on the same day. Unused days accumulate from year to year as sick days.

c. Court Business- Teachers required by legal process to attend court as jurors, non-party witnesses or civil co-defendants with the Board will be paid the difference between their regular salary and any service or attendance fee for each day they are required to appear in court.

d. SEA Business- SEA is granted twenty (20) paid leave days/year to allocate among its representatives for attendance at State and/or National Association workshops, conferences, conventions or other business; and it may be granted more at the discretion of the Superintendent.

e. Discretionary- The District may in its discretion grant a teacher one (1) or more paid leave day(s) per year to attend meetings, conferences or other education related activity.

4. Extended Unpaid Leaves of Absence: Teachers may have extended unpaid leave as follows:

a. SEA Officers- Up to two (2) teachers designated by SEA may have leave for a semester or academic year for Association business, and upon return will be treated for salary and length-of-service purposes as if they had not been absent.

b. Parenting- The Superintendent may grant up to one year's leave to a teacher for parenting, maternity or adoption responsibilities and shall grant such leave as and on terms required by the Family and Medical Leave Act.

c. Discretionary- The Superintendent may grant such other extended unpaid leave for educational, public service or other purposes as the Superintendent may in his or her discretion deem beneficial to the District.

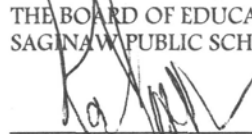
d. FMLA- In accordance with the Family and Medical Leave Act policy of the district, employees with twelve (12) months' LOS who have worked 1250 hours during the previous twelve (12) months will be granted leave in conformance with the Act. An employee unable to return to work after the twelve (12) work week period credited to the FMLA shall be eligible to continue parenting leave. FMLA leave requests must be made thirty (30) days, if practicable, in advance and FMLA job restoration rights cease after twelve (12) work weeks of FMLA leave in a twelve (12) month period. FMLA leave necessitated by a serious health condition must be supported by medical certification and the Board may require the opinion of a second health care provider. Medical, dental and visual insurance continues during FMLA

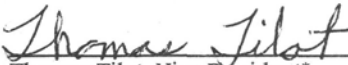
5. Sabbatical Leave: A teacher who has completed at least seven (7) full academic years of service without interruption by sabbatical may, in the Superintendent's discretion, be granted sabbatical leave at one-half (1/2) salary for one (1) year or one-quarter (1/4) salary for one (1) semester to engage in an approved course of academic study. No more than five (5) teachers may be on sabbatical leave at the same time.

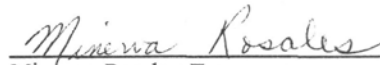
VIII. TERMS OF AGREEMENT

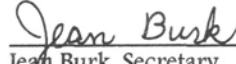
This Compact shall be in effect from the date of its execution until 12:01 a.m., July 1, 2001. It shall continue in effect from year to year thereafter unless, by written notice delivered by certified mail not less than sixty (60) days prior to its expiration, a party gives notice of its termination. Agreement of the parties to adjust wages or benefits shall not operate as a termination of this Compact.

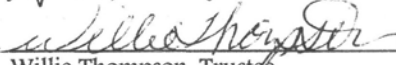
THE BOARD OF EDUCATION OF THE SAGINAW PUBLIC SCHOOLS


Ronald Spess, President


Thomas Tilot, Vice President*



Minerva Rosales, Treasurer


Jean Burk, Secretary

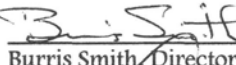

Willie Thompson, Trustee


James Woolfolk, Trustee

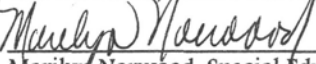

Beverly Yanca, Trustee



Foster Gibbs, Superintendent*

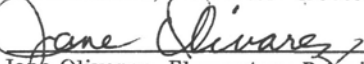

Patrick Brennan, Assistant Superintendent For Personnel and Employee Relations*

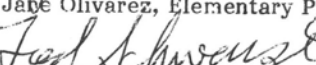

Burris Smith, Director of K-12 Instruction*


Thomas Barris, Middle School Principal*

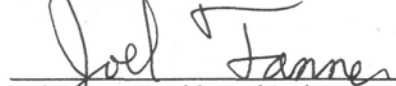

Marilyn Norwood, Special Education Supervisor*


Brent Parsons, Personnel Director *

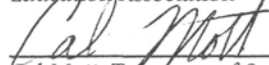

Jane Olivarez, Elementary Principal*

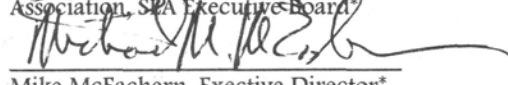

Fred Schwarze, Board Counsel*

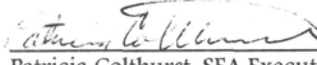
THE SAGINAW EDUCATION ASSOCIATION


Joel Tanner, President of Saginaw Education Association*

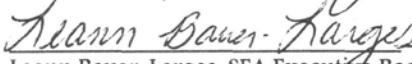

Ruth Kemper, Vice President of Saginaw Education Association


Cal Mott, Treasurer of Saginaw Education Association, SEA Executive Board*



Mike McEachern, Executive Director*



Patricia Colthurst, SEA Executive Board


Karen Hoerauf, SEA Executive Board


Leann Bauer-Larges, SEA Executive Board


Terry Miller, SEA Executive Board*


Susan Rutherford, SEA Executive Board


Deborah Williams, SEA Executive Board


Claire Yost, SEA Bargaining Team


Mark Hoerauf, SEA Bargaining Team

* Bargaining Team Member

EXHIBIT A.1
1998-99
OFFICIAL CALENDAR
SAGINAW PUBLIC SCHOOLS
SAGINAW, MICHIGAN

WKS	S	M	T	W	T	F	S	WKS	S	M	T	W	T	F	S	
AUGUST								JANUARY								
							1	20			19	20	21	P	23	
	2	3	4	5	6	P	8	21	24	[25]	26	27	28	A	30	
	9	10	11	B	[13]	[A]	15		31							
1	16	[17]	[18]	[19]	[20]	[P]	22									
	23	24	25	26	27	A	29									
	30	31														
SEPTEMBER								FEBRUARY								
								22		1	2	3	4	P	6	
								23	7	8	9	B	11	A	13	
2			1	2	3	P	5	24	14	15	16	17	18	P	20	
3	6	7	8	B	10	A	12	25	21	22	23	24	AR	26	27	
4	13	14	15	16	17	P	19		28							
5	20	21	22	23	24	A	26									
6	27	28	29	30												
OCTOBER								MARCH								
						1	PR	3	26		1	2	3	4	P	6
7	4	5	6	7	8	A	10	27	7	8	9	B	11	A	13	
8	11	12	13	B	15	P	17	28	14	15	16	17	18	P	20	
9	18	[19]	20	21	22	A	24	29	21	22	23	24	25	A	27	
10	25	26	27	28	29	P	31	30	28	29	30	31				
NOVEMBER								APRIL								
								31						P	2	3
11	1	2	3	4	5	A	7	32	4	5	6	7	8	A	10	
12	8	9	10	B	12	PR	14	33	11	12	13	14	15	P	17	
13	15	16	17	18	19	A	21		18	19	20	B	22	AR	24	
14	22	23	24	P	26	27	28		25	26	27	28	29	P		
	29	30														
DECEMBER								MAY								
			1	2	3	A	5	34	2	3	4	5	6	A	8	
15								35	9	10	11	B	13	P	15	
16	6	[7]	8	B	10	P	12	36	16	17	18	19	20	A	22	
17	13	14	15	16	17	A	19	37	23	24	25	26	27	P	29	
	20	21	22	P	24	25	26		30	31						
	27	28	29	30	31											
JANUARY								JUNE								
								38			1	2	3	A	5	
18	3	4	5	6	7	P	9	39	6	7	8	B	10	[PR]	12	
19	10	11	12	B	14	A	16		13	14	15	16	17	A	19	
	17	[R]							20	21	22	23	24	P	26	
									27	28	29	30				

- 190 - Returning Teacher Duty Days
- 194 - New Teacher Duty Days
- 182 - Student Instruction Days
- New Teachers only - August 13, 14, 17, 21
- All Teachers - August 18, 19
- All Teachers - Non-Instructional Work Days, August 20, October 19, December 7 and January 25 (tentative only may be changed)

- Bold Figures** - Indicates Student Instruction Days
- [] Teacher Duty Days - Students Not Present
- A Absent Teachers' Report
- B Board Action Meetings
- P Pay Days for Staff
- R End of Marking Period
- Snow Day Make-Up February 26, March 1
- End of Semester Days - January 18 and June 11

1999-2000
OFFICIAL CALENDAR
SAGINAW PUBLIC SCHOOLS
SAGINAW, MICHIGAN

WKS	S	M	T	W	T	F	S	WKS	S	M	T	W	T	F	S
AUGUST								JANUARY							
	1	2	3	4	5	P	7	21			18	19	20	P	22
	8	9	10	B	[12]	[A]	14	22	23	[24]	25	26	27	A	29
	15	[16]	[17]	[18]	[19]	[P]	21		30	31					
1	22	23	24	25	26	A	28								
2	29	30	31												
SEPTEMBER								FEBRUARY							
								23			1	2	3	P	5
								24	6	7	8	B	10	A	12
				1	2	P	4	25	13	14	15	16	17	P	19
3	5	6	7	8	9	A	11	26	20	21	22	23	24	A	26
4	12	13	14	B	16	P	18		27	28	29				
5	19	20	21	22	23	A	25								
6	26	27	28	29	30										
OCTOBER								MARCH							
								27			1	PR	3	4	
						PR	2	28	5	6	7	8	9	A	11
7	3	4	5	6	7	A	9	29	12	13	14	B	16	P	18
8	10	11	12	B	14	P	16	30	19	20	21	22	23	A	25
9	17	[18]	19	20	21	A	23		26	27	28	29	30	P	
10	24	25	26	27	28	P	30								
	31														
NOVEMBER								APRIL							
								31	2	3	4	5	6	A	8
								32	9	10	11	B	13	P	15
11		1	2	3	4	A	6	33	16	17	18	19	AR	21	22
12	7	8	9	B	11	PR	13		23	24	25	26	27	P	29
13	14	15	16	17	18	A	20		30						
14	21	22	23	P	25	26	27								
	28	29	30												
DECEMBER								MAY							
								34		1	2	3	4	A	6
								35	7	8	9	B	11	P	13
15				1	2	A	4	36	14	15	16	17	18	A	20
16	5	[6]	7	8	9	P	11	37	21	22	23	24	25	P	27
17	12	13	14	B	16	A	18		28	29	30	31			
18	19	20	21	22	P	24	25								
	26	27	28	29	30	A									
JANUARY								JUNE							
								38					1	A	3
								39	4	5	6	7	8	[PR]	10
19	2	3	4	5	6	P	8		11	12	13	B	15	A	17
20	9	10	11	B	13	A	15		18	19	20	21	22	P	24
	16	[17]							25	26	27	28	29	A	

- 190 - Returning Teacher Duty Days
- 194 - New Teacher Duty Days
- 182 - Student Instruction Days
- New Teachers only - August 12, 13, 16, 20
- Non-Instructional Work Days - August 19
 October 18, December 6, and January 24
 (tentative only may be changed)
- Snow Day Make-Ups March 3 and March 6
- End of Semester Days - January 17 and June 9

- Bold Figures** - Indicates Student Instruction Days
- [] Teacher Duty Days - Students Not Present
- A Absent Teachers' Report
- B Board Action Meetings
- P Pay Days for Staff
- R End of Marking Period

EXHIBIT A.3
2000-2001
OFFICIAL CALENDAR
SAGINAW PUBLIC SCHOOLS
SAGINAW, MICHIGAN

WKS	S	M	T	W	T	F	S	WKS	S	M	T	W	T	F	S
AUGUST								JANUARY							
			1	2	3	P	5	21			23	24	25	P	27
	6	7	8	B	10	A	12	22	28	[29]	30	31			
	13	14	15	16	[17]	[P]	19								
	20	[21]	[22]	[23]	[24]	[25]	26								
1	27	28	29	30	31										
SEPTEMBER								FEBRUARY							
						A	2	23	4	5	6	7	8	A	3
						P	9	24	11	12	13	B	15	A	17
2	3	4	5	6	7			25	18	19	20	21	22	P	24
3	10	11	12	B	14	A	16	26	25	26	27	28			
4	17	18	19	20	21	P	23								
5	24	25	26	27	28	A	30								
OCTOBER								MARCH							
6	1	2	3	4	5	PR	7	27	4	5	6	7	8	A	3
7	8	9	10	B	12	A	14	28	11	12	13	B	15	A	17
8	15	[16]	17	18	19	P	21	29	18	19	20	21	22	P	24
9	22	23	24	25	26	A	28	30	25	26	27	28	29	A	31
	29	30	31												
NOVEMBER								APRIL							
				1	2	P	4	31	1	2	3	4	5	P	7
10						A	11	32	8	9	10	B	A	13	14
11	5	6	7	8	9				15	16	17	18	19	P	21
12	12	13	14	B	16	P	18	33	22	23	24	25	26	AR	28
13	19	20	21	AR	23	24	25		29	30					
14	26	27	28	29	30										
DECEMBER								MAY							
						P	2	34			1	2	3	P	5
						A	9	35	6	7	8	B	10	A	12
15	3	[4]	5	6	7			36	13	14	15	16	17	P	19
16	10	11	12	B	14	P	16	37	20	21	22	23	24	A	26
17	17	18	19	A	21	22	23	38	27	28	29	30	31		
	24	25	26	27	28	P	30								
	31														
JANUARY								JUNE							
						A	6	39	3	4	5	6	7	P	2
18		1	2	3	4			40	10	11	12	B	14	[PR]	16
19	7	8	9	10	11	P	13		17	18	19	20	21	A	23
20	14	15	16	B	18	A	20		24	25	26	27	28	P	30
	21	[22]													

- | | |
|--|--|
| 191 - Returning Teacher Duty Days | Bold Figures - Indicates Student Instruction Days |
| 195 - New Teacher Duty Days | [] Teacher Duty Days - Students Not Present |
| 183 - Student Instruction Days | A Absent Teachers' Report |
| ▪ New Teachers only - August 17, 18, 21, 25 | B Board Action Meetings |
| ▪ Non-Instructional Work Days - August 24 | P Pay Days for Staff |
| October 16, December 4, January 29 | R End of Marking Period |
| (tentative only may be changed) | |
| ▪ Snow Day Make-Ups - March 2 and March 5 | |
| ▪ End of Semester Days - January 19, June 13 | |

EXHIBIT B.

SPECIAL ASSIGNMENTS

Article VI. C.2.

1. Center for the Arts and Sciences ("C.A.S.")
2. Program for the Creative and Academically Talented ("P.C.A.T.")
3. Compensatory Education Programs
4. Teaming (within middle school buildings)
5. Subject Area Coordinator
6. Administrative Assistants (Interns)/Elementary-Secondary Compensatory Education - Special Education -- Others
7. New Programs
8. Pilot Schools
9. Co-Curricular/Coaching (high school football, basketball, boys and girls)
 - A. Arthur Hill High School Mens' Basketball Coach
 - B. Saginaw High School Mens' Basketball Coach
 - C. Arthur Hill High School Womens' Basketball Coach
 - D. Saginaw High School Womens' Basketball Coach
 - E. Arthur Hill High School Football Coach
 - F. Saginaw High School Football Coach
10. Teacher Trainer (District-Wide/Building-Based)

EXHIBIT C.

CLASS SIZE

A. THIS EXHIBIT DOES NOT APPLY TO ADULT EDUCATION TEACHERS

1. Elementary Schools

Kindergarten - First Grade Classes	29
Second - Third Grade Classes	30
Fourth - Fifth Grade Classes	32
Special Education Classes	15 per day
Speech Correction Classes	75-100 case load per week
Combination-Grade Classes	25
Junior First	29
Ungraded	25

2. Secondary Schools

Sixth Grade	32
English	34
Social Studies	34
General Education	34
Mathematics	34
Science	34
Language	34
Business	34
Typing	45
Industrial Arts	28
Drafting	34
Vocational Shops	28
Homemaking	28
General Music	No limit
Art	34
General Physical Education	70
Swimming	30
Hygiene and Health	34
Study Hall	150 per teacher per hour
Speech	34
Beginning Instrumental Classes	34
- Vocal and instrumental	
- Music teachers shall not be required to instruct more than 175 pupils per day	
Remedial Reading	10
Modified Classes	26 per hour
All Special Education	15 per session or hour
Technology Education	34

All professional certified staff (exclusive of the principal) assigned to the building on a regular, full time basis will be utilized in the middle school advisory program. Use of regular part-time professional certified staff assigned to the building shall be at the discretion of the principal.

B. Teachers who are assigned elementary combination classes shall be paid an additional stipend of \$275 per semester (this does not include ungraded). Said teachers who teach a combination class for less than the full day will receive a pro-rata amount. Eligibility for this combination payout shall be determined each semester by an actual combination assignment on

the fifth Monday of each respective semester. Payment for this assignment shall be at the completion of each respective semester. Teachers absent for a period of time which exceeds one-half of a semester shall be ineligible for payment for that semester. Above payment shall be prorated for combination classes established after the fifth Monday of each semester. For purposes of this section, a combination class shall be two elementary grade levels in a single room under one teacher at the same time.

C. ELEMENTARY OVERLOADS

1. Teachers shall be paid \$13.00 per week per pupil in classes where there is one pupil over the standard for elementary classes set forth in this Exhibit. Kindergarten classes shall be considered as separate units.

2. Overloads shall be determined by actual counts on the fifth Monday and each Monday thereafter of the first semester. During the second semester overloads shall be determined by actual counts on the third Monday and each Monday thereafter. Overloads shall not be paid for the first four weeks of the first semester or the first two weeks of the second semester. Overloads shall be paid at the end of each semester.

3. Teachers absent for a period of ten consecutive work days or longer shall not be paid overload for that period of time.

D. SECONDARY OVERLOADS

1. Teachers shall be paid \$3.00 per week per pupil in classes where there is one pupil over the standard for secondary classes set forth in this Exhibit.

2. Overloads shall be determined and paid each semester by using the average of four count dates, as in the past.

<u>1998-99</u>	<u>1999-00</u>	<u>2000-01</u>
09-25-98	09-24-99	09-22-00
10-23-98	10-22-99	10-20-00
11-20-98	11-19-99	11-17-00
12-18-98	12-17-99	12-15-00
02-05-99	02-04-00	02-02-01
03-05-99	03-03-00	03-02-01
04-02-99	04-07-00	04-06-01
05-07-99	05-05-00	05-04-01

3. Teachers absent for a period of ten consecutive days or longer shall not be paid overload for that period of time.

E. MAINSTREAMED STUDENTS

1. Elementary

a. Students mainstreamed half time (2:45 minutes) or more:

If a handicapped student's instructional program is the primary responsibility of a regular education teacher (spends half time or more in regular education), that student shall be counted as a general education student for class size purposes.

b. Students mainstreamed less than half time:

Any combination of student equaling from 1 to 2:45 minutes aggregate shall count as a total of one student for purposes of determining class size; and combination of such students equaling from 2:46 minutes to 5:30 minutes shall count as two students for class size purposes; any combination of such students equaling 5:30 minutes to 8:15 minutes shall count as three students, etc.

Note: Adjust date to "thirteenth (13) day (school)."

EXHIBIT D.

SAGINAW PUBLIC SCHOOLS - 1998-99 TEACHERS SALARY SCHEDULE

STEP	NON-DEGREE	BACHELOR	MASTER	MASTER+30*	Ph.D./Ed.D.*
1	\$27,158	\$30,264	\$32,012	\$33,396	\$34,840
2	\$28,405	\$30,868	\$33,463	\$35,042	\$36,625
3	\$29,722	\$31,663	\$34,987	\$36,768	\$38,493
4	\$31,108	\$33,184	\$36,784	\$38,767	\$40,629
5	\$32,563	\$34,779	\$38,725	\$40,907	\$42,902
6	\$34,085	\$36,509	\$40,802	\$43,177	\$45,316
7	\$35,681	\$38,382	\$43,021	\$45,598	\$47,869
8	\$37,338	\$40,391	\$45,377	\$48,152	\$50,564
9	\$39,278	\$42,542	\$47,871	\$50,839	\$53,393
10	\$41,569	\$44,824	\$50,504	\$53,670	\$56,360
11		\$47,248	\$53,274	\$56,644	\$59,472
12		\$49,880	\$56,257	\$59,822	\$62,793

SAGINAW PUBLIC SCHOOLS - 1998-99 TEACHERS SALARY SCHEDULE (For Teachers Hired After January 22, 1996)

STEP	NON-DEGREE	BACHELOR	MASTER	MASTER+30*	Ph.D./Ed.D.*
1	\$27,158	\$30,264	\$32,012	\$33,396	\$34,840
2	\$28,405	\$30,868	\$33,463	\$35,042	\$36,625
3	\$29,722	\$31,663	\$34,987	\$36,768	\$38,493
4	\$31,108	\$33,184	\$36,784	\$38,767	\$40,629
5	\$32,563	\$34,779	\$38,725	\$40,725	\$42,725
6	\$34,085	\$36,509	\$40,802	\$42,802	\$44,802
7	\$35,681	\$38,382	\$43,021	\$45,021	\$47,021
8	\$37,338	\$40,391	\$45,377	\$47,377	\$49,377
9	\$39,278	\$42,542	\$47,871	\$49,871	\$51,871
10	\$41,569	\$44,824	\$50,504	\$52,504	\$54,504
11		\$47,248	\$53,274	\$55,274	\$57,274
12		\$49,880	\$56,257	\$58,257	\$60,257

* The MA+30 and Ph.D./Ed.D. Schedules shall be based on the dollar differential that existed between the MA Schedule and the MA+30 and Ph.D. Schedules in 1994-95.

For teachers hired after January 22, 1996, the MA+30 Schedule shall be \$2,000 over the MA and the Ph.D. Schedule shall be \$4,000 over the MA.

As of September 1, 1997, the schedule headed "MA+60" was replaced with the Ph.D./Ed.D. Schedule. All teachers who were paid under this schedule prior to September 1, 1977, when it was referred to as the "MA+60," shall continue to be paid on the schedule now designated as Ph.D./Ed.D.

In order for a teacher to become eligible for the Ph.D./Ed.D. Schedule after September 1, 1977, the teacher must have earned a Ph.D./Ed.D. degree from an accredited college or university.

Upon ratification of the Compact by the Board and SEA, K-12 unit teachers will be paid \$500.00 apiece in recognition of professional performance in assisting District student MEAP score improvement, pro-rated for active time worked. Part-time teachers will also receive a pro-rated share.

For the 1999-2000 school year teachers' base salaries will be increased a minimum of 2.0%. Teacher salary base will be increased an additional 0.5% as of December 1, 1999 if the blended student count 1999-2000 (K-12 and Special Education) is 12,450 or higher.

For the 2000-01 school year teachers' base salaries will be increased a minimum of 1.0%. Teachers will also be paid an additional 1.0% off-schedule. The off-schedule 1.0% will be rolled into teacher base salaries if (1) retirement contribution rates for the 2000-2001 school year have not risen above 11.62%, and (2) District foundation grant revenues from fiscal 1999-2000 to fiscal 2000-2001 increase by 2% or more.

The .7% off-schedule payment (and additional cash stipend) will continue to be paid during each year of this three year agreement as compensation for the two (2) additional non-instructional days to be devoted to compact inservice, SIT planning, student recruitment/marketing or other similar purposes.

The stipend for the three (3) teacher training/in-services of a district-wide nature held after the end of the normal student day shall be \$40 for each such training/in-service attended.

EXHIBIT E.

Adult Education: Adult Education teachers shall continue to be scheduled, assigned and compensated in accordance with the prevailing practices, provided that the salary schedule shall be increased by three (3%) percent each year of this three year agreement. The sick bank shall be improved by increasing its "30 hours in one week" to "34 hours in one week," and the 480 hour cap shall be increased to 530 hours. Provisions of this Compact regarding teacher time (Article VI, § B), teaching assignments (Article VI, § C), and professional compensation and benefits (Article VII) shall not apply to Adult Education teachers.

EXHIBIT F.

COMPENSATION FOR CO-CURRICULAR ACTIVITIES (Pro-rated for part-time services)

All amounts given will be flat dollar amounts. All positions are to be approved by the Superintendent or his/her designee at the recommendation of the building principal.

<u>Senior High School</u>	<u>1998-99</u>	<u>1999-00</u>	<u>2000-01</u>
Band - Marching and Concert	2,564	2,616	2,668
Band - Concert only	1,703	1,737	1,772
Vocal Music	1,680	1,714	1,748
Debate	1,203	1,227	1,251
Drama (3 Act)	851	868	885
Drama (1 Act)	469	479	488
Yearbook	1,055	1,076	1,097
Newspaper	1,055	1,076	1,097
Stage Crew	517	527	538
Cheerleader Coach	1,865	1,902	1,940
Pompon Advisor	1,118	1,140	1,163
 <u>Middle School</u>			
Band	1,269	1,294	1,320
Vocal Music	929	948	967
Drama (per play or variety show)	427	436	445
Yearbook	801	817	833
Stage Crew	427	436	445
Cheerleader Coach	1,051	1,072	1,093
Pompon	890	908	926
Newspaper	801	817	833
 <u>Elementary School</u>			
Service Squad	435	443	452
Safety Patrol	435	443	452
Choir	435	443	452

<u>Center For The Arts</u>	<u>1998-99</u>	<u>1999-00</u>	<u>2000-01</u>
Band	1,703	1,737	1,772
Orchestra	1,703	1,737	1,772
Drama	1,703	1,737	1,772
Vocal	1,703	1,737	1,772
Dance	1,703	1,737	1,772
Stage	610	622	635

Athletic Coaches (Senior High)

Baseball, Head Coach	3,028	3,089	3,151
Baseball, Assistant Coach	2,019	2,059	2,100
Basketball, Head Coach	4,846	4,943	5,042
Basketball, Assistant Coach	3,028	3,089	3,151
Cross Country	2,019	2,059	2,100
Faculty Manager	6,160	6,283	6,409
Football, Head Coach	4,846	4,943	5,042
Football, Assistant Coach	3,028	3,089	3,151
Golf Head Coach	2,019	2,059	2,100
Hockey, Head Coach	3,028	3,089	3,151
Soccer	3,028	3,089	3,151
Softball, Head Coach	3,028	3,089	3,151
Swimming, Head Coach	3,331	3,398	3,466
Tennis	2,019	2,059	2,100
Track, Head Coach	3,028	3,089	3,151
Track, Assistant Coach	2,019	2,059	2,100
Volleyball, Head Coach	3,028	3,089	3,151
Wrestling, Head Coach	3,635	3,708	3,782
Assistant Faculty Manager	2,424	2,472	2,521

Middle School

Baseball, Head Coach	1,672	1,705	1,739
Basketball, Head Coach	1,893	1,931	1,970
Basketball, Assistant Coach	1,672	1,705	1,739
Football, Head Coach	2,397	2,445	2,494
Football, Assistant Coach	1,672	1,705	1,739
Softball, Head Coach	1,672	1,705	1,739
Swimming, Head Coach	1,672	1,705	1,739
Track, Head Coach	1,672	1,705	1,739
Volleyball, Head Coach	1,672	1,705	1,739

If, in consultation with the building principal, the district-wide athletic director determines that student participation warrants it, he/she may add the following positions:

<u>Other Senior High</u>	<u>1998-99</u>	<u>1999-00</u>	<u>2000-01</u>
Golf, Assistant Coach	1,388	1,416	1,444
Softball, Assistant Coach	2,019	2,059	2,100
Swimming, Assistant Coach	2,019	2,059	2,100
Volleyball, Assistant Coach	2,019	2,059	2,100
Wrestling, Assistant Coach	2,019	2,059	2,100
Trainer/Manager-for all Sports	4,327	4,413	4,502
<u>Other Middle School</u>			
Assistant, Track	1,262	1,287	1,313

Coaching and Co-Curricular Renewal Clause:

It is understood that assignment to a co-curricular or athletic coaching activity is on a yearly basis and the Board has the right to decline to renew any such assignment at its discretion and such action shall not be subject to the grievance procedure.

- Starting with the 1984-85 year, schedules are based on the minimum standards in effect for each position.

