

3879

6/30/2001

AGREEMENT

Between

**Board of Education of the
Saline Area School District**

and

**Saline Area Schools
Administrators' Association
(S.A.S.A.A.)**

July 1, 1998 - June 30, 2001

Saline Area School

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MASTER AGREEMENT

ADMINISTRATORS' ASSOCIATION

PROLOGUE

THIS MASTER AGREEMENT entered into this 1st day of July, 1998, by and between the Board of Education of the Saline Area Schools, hereinafter called the "Employer" or the "District", and the Saline Area Schools Administrators' Association, hereinafter called the "Association".

RESOLUTION TO QUALITY AND EXCELLENCE

WHEREAS, the Saline Board of Education, the Saline Educational Support Personnel Association, the Saline Education Association, the Saline Area Schools Administrators' Association, the Saline Area Schools Supervisors' Association, and Non-Affiliated Administrative, Educational and Support Personnel recognize that cooperation, coordination and communication among all employees and between all employee groups is absolutely necessary in order to effectively realize and attain the vision of the Saline Area School District, and;

FURTHER, that all of the foregoing groups, associations and individuals recognize that quality and excellence in every aspect of our school organization including all instructional, operational, administrative, and community service functions are conditions for achieving the goals stated in the Mission Statement of the Saline Area School District and;

FURTHER, that all of the foregoing parties subscribe to and affirm their commitment to the beliefs and values which form the base upon which achievement of the goals of the Saline Mission Statement are built, and;

FURTHER, that all of the foregoing recognize that excellence in everything that Saline Area Schools does is a requirement for staying in business in the 21st century, and;

FURTHER, that it is further recognized that the purpose of all that we do in the Saline Area School District, whether as an organization, a group, team, or individual, must be based upon achieving World Class student outcomes.

THEREFORE BE IT RESOLVED, that the Saline Board of Education, the Saline Educational Support Personnel Association, the Saline Education Association, the Saline Area Schools Administrators' Association, the Saline Area Schools Supervisors' Association, and Non-Affiliated Administrative, Educational and Support Personnel make a joint and individual commitment to total quality and uncompromising excellence in all of our efforts to maximize service to our students and our community through the provision of comprehensive, integrated, outcomes-based educational programs based on the following guiding principles:

1. Constancy and consistency of purpose with a focus on providing educational experiences which meet or exceed World Class Standards.
2. Responsiveness to the need for meaningful, positive change based on the needs of students, parents, community, business, and industry.
3. Commitment to continuous improvement in all that we do organizationally and individually.
4. Creation of a learning organization wherein all employees are supported and encouraged to continue to attain new knowledge and skills and constantly enhance their knowledge base.
5. Institution of systemic monitoring, evaluating and adjusting of individual and organizational performance in a continuous and consistent manner.
6. Establishment of an atmosphere and a structure which encourages employee involvement and participation in making and implementing decisions affecting the future of Saline Area Schools and which fosters open communication throughout the organization.
7. Institution of ongoing training programs for all employees based on the ever-changing needs of students and society.
8. Integration of a quality and excellence philosophy into the mindset of every employee as well as assistance in translating that philosophy into everyday practice.
9. Development of an organizational environment which nurtures trust and respect and eliminates the fear which stifles innovation and risk-taking.
10. Implementation of an organization-wide program of reaching out to parents, community, business and industry in recognition of a need to work together on all fronts to make our community all it can be.
11. Commitment to integrity without compromise in all matters both internally and externally.

As a symbol of our lasting and joint commitment to Total Quality and Excellence in all aspects of our performance at all levels of our educational community, the parties hereto hereby set their hands hereon this day and date, Tuesday, June 9, 1992, in the presence of one another and pledge to accept the responsibility as individuals and on behalf of their constituents for ensuring that the aforelisted Guiding Principles form the basis for all that we do in the Saline Area School District.

ARTICLE I

RECOGNITION

The Board of Education of the Saline Area Schools recognizes the Saline Area Schools Administrators' Association as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of employment, and conditions of employment for all building principals, and other administrative positions, excluding Superintendent, Associate Superintendent for Personnel, Associate Superintendent for

Curriculum and Administration, Business Manager, members of the teachers' bargaining unit, all members of the noninstructional bargaining unit, and members of the Supervisors' Association.

ARTICLE II

DEFINITIONS

SITE-BASED SHARED DECISION MAKING - The SASAA supports the concept of site-based shared decision making and will work collaboratively with all employee groups, central administration, and the Board of Education to design and implement the process in Saline Area Schools. The Board and the SASAA support a leadership team including but not limited to representatives from all employee groups, central administration, and the Board to develop and implement a site-based shared decision making model on a pilot basis.

In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:

- A. The Board shall mean the Board of Education of the Saline Area Schools or its designated representatives.
- B. Association shall mean the Saline Area Schools Administrators' Association.
- C. Administrators shall mean anyone included in the bargaining unit.
- D. The Superintendent shall mean the Superintendent of Schools of Saline Area Schools or his/her designee.
- E. In the construction of the words used in this collective bargaining agreement, the use of the singular shall include the plural, and the masculine shall include the feminine.
- F. The term "year-end" shall be construed as a fiscal year, July 1 through June 30.

ARTICLE III

BOARD RIGHTS

The Board reserves unto itself all rights, powers, and privileges inherent in it, or previously exercised in it, or vested in it, or conferred upon it by the laws of the Constitution of Michigan and the United States, and any other source, except as expressly provided elsewhere in this Agreement or Public Act 379 of the Michigan Public Acts of 1965 as amended.

ARTICLE IV

ADMINISTRATOR'S/ASSOCIATION RIGHTS

- A. The Association shall be provided a copy of all the individual contracts issued to bargaining unit members covering any part of the term of this Agreement.
- B. No administrator shall be required to perform duties outside the bargaining unit on a regular basis.
- C. The Board agrees that the private life of any administrator is not an appropriate matter for the concern or attention of the Board, unless it adversely affects the administrator's ability to carry out his/her professional functions or responsibilities to the school district or to act as a representative of the District.
- D. Each building principal shall have the right to control student discipline within his/her building, consistent with the law, unless otherwise limited by Board policy and procedures concerning the discipline of the students.
- E. All administrators shall be notified by April 1 of their tentative administrative assignments for the upcoming school year.
- F. All administrators shall be employed under written individual contracts, the terms of which shall be subject to and consistent with the terms of this agreement. Said contracts shall be effective on a July 1 and terminate on a June 30.

ARTICLE V

STAFF PROTECTION

The District shall provide the administrator with full protection against claims that may be entered against him/her as a result of carrying out assigned responsibilities. To protect its own financial resources as well, the Board shall provide sufficient liability coverage and malpractice insurance for the administrator.

ARTICLE VI

REDUCTION IN FORCE

- A. The Association recognizes the Board's right to reduce the number of administrative personnel.
- B. For the purpose of this article, the term "reduced" shall mean the termination of an administrator from a position within the bargaining unit.

- C. Such reduction of administrative personnel shall be determined by the Board of Education for reasons including, but not limited to, the lack of necessary funds, declining enrollment, program reductions, and reorganization of administrative structure within the district.
- D. In any necessary reduction of administrative personnel, the administrator shall remain in the employ of the school district as long as his/her years of certificated service are greater than those of any other certificated employee of equal or lesser status. Therefore, the administrator, upon receiving layoff notice from the administrator's bargaining unit, may "bump" into the teacher bargaining unit with the seniority earned from employment in the district.
- E. If in the Board's opinion, it is ever necessary to reduce the administrative staff, the best qualified people as determined by the Superintendent, with Board approval, shall be retained.
- F. Administrators, who have been laid off, shall retain all accumulated sick leave for use as a member of the teacher bargaining unit and shall in no circumstance be left without Board-paid premiums on the insurance coverage, as specified in the administrator's contract, before the fringe benefits, as specified in the teacher bargaining unit contract, become effective.
- G. Administrators will be recalled, as nearly as possible, in order of length of professional service in the District from last date of hire, if qualified to staff the position(s) available. Notification shall be in writing by certified mail to the administrator's last known address. If an administrator fails to accept an offer of re-employment within five (5) days from date of receipt of notification, the administrator shall have no further rights to reinstatement. It is the administrator's responsibility to keep the Board informed of his/her current address.

ARTICLE VII

CITIZEN COMPLAINT

The Board agrees that in the case of a complaint on the part of a citizen regarding an administrator, or program, or an employee he supervises, such citizen be requested to first discuss the matter with the administrator involved before any administrator not within the unit or the Board of Education takes official action on the matter. It is understood and agreed that, if an administrator's decision is appealed to the Superintendent, such administrator shall have the opportunity to provide the necessary background information before any further action is taken on the matter. No action shall be taken, in any instance, before the administrator is notified of any citizen complaint and given the opportunity to present information concerning the complaint.

ARTICLE VIII

DISCIPLINE AND MISCONDUCT

In the event of acts of misconduct, as opposed to unsatisfactory performance, an administrator may be disciplined up to and including discharge, provided that the administrator has received notice from the Board or Superintendent stating alleged cause(s). Such notice shall include statements of rights of representation and hearing before the Board of Education, assuring compliance with rights of due process.

ARTICLE IX

EVALUATION

The Association supports a philosophy of professional and personal growth as an important component for each administrator. The following process will support this belief:

- A. Each administrator shall be evaluated on the form as shown in Appendix A of this Master Agreement.
- B. Each administrator shall be evaluated annually, before March 15, by the Superintendent. At this time, all administrators will develop at least two mutually agreeable goals, with measurable objectives, for the upcoming school year for the purpose of improving the administrator's performance in his/her current assignment and/or to support the administrator in the continuous improvement efforts for the individual or the district.
- C. New administrators hired after March 15, but before the beginning of the school year, will develop at least two goals, with measurable objectives, for the upcoming school year. These will be used with the Superintendent as part of the evaluation process. This will take place by the end of the first month of employment.

Administrators hired after the beginning of the school year will develop at least one goal, with measurable objectives, for the current school year. This will take place by the end of the first month of employment. This administrator would then participate in the evaluation cycle with the Superintendent by the next March 15.

- D. In all cases except Item #5 of the evaluation instrument, the administrator shall be evaluated as "satisfactory," "needs improvement," or "unsatisfactory." In Item #5 of the evaluation instrument, the administrator shall be evaluated as "satisfactory," "waiver granted," or "unsatisfactory." When the administrator has been evaluated as "unsatisfactory" or "needs improvement," the evaluator shall prescribe the corrective action required and the timetable to improve the administrator's performance in the space provided under "comments" on the evaluation form shown in Appendix A.

1. When evaluating the administrator's overall performance as "unsatisfactory" or "needs improvement," the evaluator shall cite specific instances of performances targeted for improvement or marked as unsatisfactory.
 2. The absence of a formal evaluation of the administrator as prescribed in this article shall be interpreted as an evaluation of "satisfactory" for the annual evaluation of the administrator.
 3. The evaluator shall establish a timetable for follow-up conference(s) with the administrator to continue the examination and encourage improvement of the performances in question.
 4. An unsatisfactory annual evaluation shall also be an indication of notification of non-extension and shall serve as notification that the administrator will not receive a salary increase for the succeeding year, and that an administrator shall be subject to termination if an unsatisfactory annual evaluation is repeated.
- E. If, after implementing the steps of the evaluation procedures as noted above, and if the Superintendent determines that the administrator's overall performance is "unsatisfactory," the Superintendent shall recommend the administrator for non-renewal of contract or dismissal on or before March 31.
1. Such notice of recommendation for non-renewal or dismissal shall be made in writing, and the administrator shall sign a copy of the notice acknowledging receipt of the notice.
 2. Such notice of recommendation for non-renewal or dismissal shall cite the specific unsatisfactory performances as shown on the evaluations of the administrator and the evaluator's observations of the administrator's non-compliance with required improvements cited by the evaluator in a prescribed program of corrective measures.
 3. A written notice shall be delivered to the administrator at least ten (10) days prior to the meeting of the Board of Education, at which time the Superintendent shall make his/her recommendation of dismissal or non-renewal. The date and place of the meeting of the Board of Education shall be included in the notice, as well as a statement advising the administrator of rights to representation and the right to appear before the Board.
 4. If the administrator wishes to ask for a hearing before the Board of Education, the administrator must make such a request to the secretary of the Board of Education within thirty (30) days after the receipt of the notice of dismissal or non-renewal.
 5. Proceedings by the Board of Education in the consideration of non-renewal or dismissal of an administrator shall be consistent with the requirements of the laws

of the State of Michigan and requirements of the Teacher Tenure Commission of the State of Michigan. (See Section 8A of Act No. 267 of the Public Acts of 1976, being Section 15.268 of the Michigan Compiled Laws.)

6. If a hearing is scheduled by the Board of Education at the request of the administrator to consider the question of non-renewal or dismissal, the secretary of the Board of Education shall advise the administrator of the Board's disposition, in writing, within fifteen (15) days following the completion of the hearing.

ARTICLE X

REASSIGNMENT AND TRANSFER

The Board retains the right to reassign the administrator to another administrative or teaching post at any point during the term of his/her one, two, or three-year individual contract. Notwithstanding any other provisions of this contract, if the administrator is so reassigned during the first year of this contract, the salary of the reassigned administrator shall be at the same rate as his/her present assignment or at the rate of the new assignment, whichever is higher. If reassigned to a position covered by the teachers' bargaining unit, the administrator shall be paid the appropriate teacher salary, and the Board will pay the difference between said teacher salary and the administrator's then current salary for the balance of that administrator's contract.

ARTICLE XI

MEDICAL EXAMINATION

At the Board's request, the administrator may be required to submit to a physical examination by a licensed physician as named by the Board of Education. Should the medical insurance coverage provided by the Board of Education not cover the cost of such examination, the Board of Education shall cover all costs of such examination.

ARTICLE XII

GRIEVANCE PROCEDURES

Section A - Definition and Restrictions

Any administrator covered by this agreement and who believes that such agreement has been violated, may file a grievance in accordance with the procedures detailed in Sections B and C of this Article. A grievance shall be defined as an alleged violation of the expressed terms of this Agreement, and that the person alleging a violation of this agreement shall place said grievance in writing indicating (a) the date of the alleged violation, (b) the specific article and wording of this agreement that has allegedly been violated, and (c) the resolution requested. Failure to meet the limits as detailed under each step of the grievance procedure automatically waives the right

to continue the grievance. Failure to provide an answer as called for in each step shall automatically cause the grievance to be moved to the next higher step in the grievance procedure.

Section B - Administrator's Grievance

Step No. 1

Any administrator who believes there has been an alleged violation of this Agreement shall meet with the Superintendent within five (5) working days of the alleged violation. If the grievance is not resolved in said meeting, the Superintendent shall provide a written answer within ten (10) working days of the discussion.

Step No. 2

If the administrator does not agree with the answer provided by the Superintendent or his designee, he may request, within ten (10) working days of said answer, a hearing before the a committee of the Board of Education. Such hearing shall be held by the Board within thirty (30) days from the receipt of the request. The Board shall provide a written answer within ten (10) working days after said hearing.

Step No. 3

If the administrator does not agree with the answer provided by the Board, he may appeal, within ten (10) working days of the receipt of said answer, to the Michigan Employment Relations Commission for mediation as provided in the Public Employment Relations Act.

Section C - Cost Sharing

Should the State of Michigan discontinue providing mediation services free of charge to the parties, any cost related to the mediation shall be shared equally by both parties to this Agreement.

ARTICLE XIII

MEMBERSHIP

The District agrees to pay the administrator's membership dues and school service fees in a state and national professional organization during the term of the contract.

ARTICLE XIV

PAID AND UNPAID LEAVES OF ABSENCE

- A. Unpaid leaves of absence may be granted by the Board of Education upon the recommendation of the Superintendent of Schools.

- B. Administrators may apply for sabbatical leave. The decision to grant or reject the request for a sabbatical leave shall be made by the Board of Education upon consideration of the recommendation by the Superintendent. Consideration of such leave shall be based on the length of employment of the applicant in the district, the immediate administrative needs of the district, the length of the leave requested, the administrative skills to be acquired during the leave, the availability of funds and the commitment of the applicant to return to the district at the termination of the leave.
1. Administrators granted sabbatical leave shall receive at least 50% of salary plus all fringe benefits as specified in this Master Agreement.
 2. An administrator, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status and shall receive at least the same salary as he/she would have received had he/she worked in the District during the period of the leave.
 3. Unused sick leave held at the start of the leave shall be restored upon return.
 4. Before beginning a sabbatical leave, the administrator shall enter into a contract with the District to return to active service in the Saline Area Schools for a period of at least two (2) years after the expiration of such leave. The administrator who does not fulfill this Agreement shall repay the full amount of salary received for sabbatical leave.
 5. Applications shall be made to the Office of the Superintendent not later than February 1 of the school year preceding the time requested for sabbatical leave.
- C. Time necessary to take the selective service physical examination shall be granted. Leave shall be granted to persons selected for military service through the Selective Service System.
- D. A leave of absence shall be granted for required jury duty, court appearance as a non-party witness, or when a party defendant incident to his employment, provided that the Board shall only be obligated to pay an amount equal to the difference between salary as computed on a daily basis and the daily fee paid by the court.

ARTICLE XV

REIMBURSEMENT OF EXPENSES, TRAVEL AND CONFERENCE ATTENDANCE

- A. The administrator shall be reimbursed by the Board for all reasonable out-of-pocket expenses incurred while performing official functions of the Board.

- B. It is mutually agreed that in the event the administrator uses his personal automobile for school purposes within or without the school district, the District shall reimburse the administrator at the present maximum allowable rate as prescribed by the Internal Revenue Service.
- C. Approval of requests to attend state and national conferences, workshops, graduate courses, and/or other administratively-related training programs at the district's expense, shall be determined by the appropriateness of the program as it relates to the District's current educational endeavors and the availability of funds.

ARTICLE XVI

PERSONAL LEAVE FUNERAL LEAVE SICK LEAVE

- A. Neither use of personal leave nor funeral leave shall reduce the sick leave of the administrator.
- B. The Administrator shall be granted discretionary personal days to conduct personal business. The administrator shall notify the Superintendent in advance of the absence.
- C. The administrator shall be granted discretionary days to attend funeral services of family members and other funeral services which may require representation by the school.
- D. The employee shall have paid sick time, as needed, until long-term disability becomes effective. Excessive absence due to illness may require a doctor's excuse upon request of the employer. All absences due to illness will be reported to the employer.

ARTICLE XVII

HOLIDAYS AND SNOW DAYS

- A. Administrators shall normally observe the school calendar of work during the school year. An administrator who needs to work during a time that is not scheduled will, with the Superintendent's approval, reschedule the day(s) later in the contract year. Consideration will be given to multi-district calendar conflicts, job-related meetings, and other in-district requirements requested by the Superintendent.
- B. When school is cancelled because of inclement weather, and teachers are not required to report, administrators are expected to complete required work and will notify the Superintendent when not able to appear at the workplace.

ARTICLE XVIII

VACATIONS

- A. Each administrator will work the following days:
- | | |
|--------|---------------------------|
| Year 1 | 228 days |
| Year 2 | 223 days |
| Year 3 | and, thereafter, 218 days |
- B. Normally, non-work days are to be taken when school is not in session. However, upon approval of the Superintendent and the willingness of the other administrators to assume the responsibility of the acting administrator, non-work days may be taken when school is in session.
- C. All remaining non-work days must be scheduled to be completed by August 15 of the succeeding contract year unless scheduled with the Superintendent.
- D. The Board will not pay in excess of the workday schedule.

ARTICLE XIX

FRINGE BENEFITS

Insurance: The SASAA is interested in working together with the Board of Education to continue an insurance plan that will maintain the current level of services but at a reduced cost to the district. SASAA is committed to continue working with the Board, to seek more cost effective delivery systems for its fringe benefit packages.

Pursuant to the authority, as set forth in Michigan School Code, Section 380.632 and 380.1255, the Board agrees to provide the following fringe benefits upon submission of written application.

- A. Medical Insurance:
1. The Board shall provide, without cost, to all full-time administrators, The Saline Area Schools Health Plan (BC/BS CMM Wrap). The new insurance will be for a 12-month period for each administrator who completes a full fiscal year of employment and his/her family and any other single eligible dependents as defined by the U.S. Internal Revenue Service. SASAA members may be included in the insurance plan selection process per the letter of agreement fashioned during collaborative bargaining.
 2. Administrators newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.

3. Changes in family status shall be reported by the employee to the school business office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
4. An employee eligible for Medicare shall enroll for Medicare benefits within thirty (30) days of his/her first eligibility date. The employee shall be held responsible for any overpayment of insurance premiums made by the Board for failure to comply with this paragraph.
 - a. Administrators eligible for Medicare benefits must notify the Board of Education, in writing, of their primary program election. Administrators can either elect Medicare or the school-provided plan as their primary program (as required by T.E.F.R.A.).
 - b. The Board of Education shall not be liable for any penalties against the employee by the insurance carrier (including Medicare) as the result of his/her election.
 - c. To the extent permitted by law, premiums for Medicare supplement and Medicare premiums shall be paid on behalf of the administrator's spouse and/or qualified dependents eligible for Medicare.
5. The Board agrees to provide the mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
6. To be eligible for coverages (or increase in coverages), administrators must be able to perform the "at work requirements" with this employer before benefits are effective.
7. Administrators working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment.
8. An open enrollment period shall be provided annually.

B. Health Insurance Options:

The Board will pay the premiums for health insurance at no cost to each full-time administrator electing such coverage. Insurance benefits for part-time administrators will be pro-rated.

Administrators not choosing the Hospital-Surgical Health Insurance Option may, at the beginning of each school year for the life of the Agreement, elect cash in lieu of the health benefits.

1. The Board will pay an amount equal to \$1000, \$3000, or \$3500 depending on the level of coverage the administrator is entitled to receive:

Single person	\$1000
Two person	\$3000
Full family	\$3500

2. The cash in lieu of will be applied on a pro-rated basis for part-time administrators on the amount of premium actually paid by the Board. Administrators may change insurance carriers during the month of September. If there are changes in family condition; e. g., death or divorce, which result in a loss of health coverage to an administrator not originally choosing the health insurance option, the affected administrator may elect in writing to take the health insurance provided by the Board and be provided such coverage as soon as the carrier permits.

C. Term Life Insurance:

Each administrator (if insurable) shall receive a term life insurance policy in an amount equal to two times the nearest thousand as each administrator's salary is rounded up to the nearest thousand.

1. The beneficiary shall be designated by the administrator.
2. Administrators who have Board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Any administrator electing his/her right of conversion in order to keep life insurance in force must contact the insurance carrier within thirty (30) days of the last day of employment with the Saline Area Schools.
3. The sole authority for the selection of the term life and accidental death and dismemberment insurance carrier shall be with the Board, subject to the commonly accepted rules governing competitive bidding. The Board may change insurance carriers provided the benefits afforded hereby shall not be diminished.
4. The accidental death and dismemberment rider shall be attached to each Administrator's term life insurance policy providing double the face value of the insurance policy at death resulting from specified causes in the accidental death and dismemberment rider.

D. Dental Insurance:

The Board shall pay full premium costs for the administrator, spouse, and eligible dependents for an Saline Area Schools Self Funded Plan, including incentive rider, which provides 60% coverage for preventive care, etc., with a cap of \$1,500.00 on an orthodontic rider.

E. Long-Term Disability Income Protection:

All wages shall be paid by the Board during the qualifying period of twenty-six (26) weeks; thereafter all benefits of the long-term disability insurance will provide a long-term disability plan that will be a portable benefit that provides for 70% of the monthly income and a \$2,000 "severe disability" coverage as per the Terms and Conditions of the employer's contract with the carrier.

F. Vision Insurance:

The Board shall pay full premium costs for the administrator, spouse, and eligible dependents of the Saline Area Schools Self Funded Plan, Ultra-Vision Plan III.

G. Optional Stipend - Tax Sheltered Annuity or Salary Supplement

1. The Board shall provide an annual stipend to each administrator as per schedule:

Year 1	\$1,000
Year 2	\$1,500
Year 3	\$2,000
Year 4	\$2,500
Year 5	\$3,000
Year 6	\$3,500
Year 12	\$4,000

All administrators currently receiving the \$3,000 per year annual stipend will receive the year six, \$3,500 annual stipend. Any administrator hired after July 1, 1995, will start year 1.

2. Each administrator shall choose one of the following three options during the month of June directly preceding the contract year which begins July 1.
- A tax-sheltered annuity will be paid by the Board under the terms of the terms of the Internal Revenue Code 403B.
 - The Board shall provide a salary stipend to be divided equally among the twenty-six (26) payrolls of the contract year.

3. The carrier for the tax-sheltered annuity shall be chosen by the administrator and shall be limited by the Board only in that there shall be no more than ten (10) such carriers.
4. The option of the tax-sheltered annuity shall be paid by the Board twice annually; one-half on July 1 and one-half on January 1 of each contract year.
5. Each administrator shall exercise the option as noted in this section by marking and initialing the choice on the individual Employment Agreement for Administrators.

H. Payroll Deduction Programs:

The Board shall provide payroll deduction programs at the request of an employee. The Board reserves the right to limit the number of insurance/annuity companies to ten (10) in the district.

ARTICLE XX

ADMINISTRATIVE SALARY SCHEDULE AND CLASSIFICATION

- A. The Board shall provide twenty-six (26) equal payrolls bi-weekly throughout the contract year.
- B. Table I includes all Elementary Principals, Assistant Elementary Principals, Middle School Assistant Principal, Community Education Director, Principal/Director S.&W.W.C., and Special Education Director.

Table II includes the Middle School Principal and High School Assistant Principals.

Table III includes the High School Principal.

	Yr 1 1998-99	Yr 2 1999-00	Yr 3 2000-01
Index Base	\$59.905	\$61.403	\$62.938

TABLE I

Step	Index	Yr 1 1998-99	Yr 2 1999-00	Yr 3 2000-01
1	1.067	\$63,919	\$65,517	\$67,155
2	1.125	\$67,393	\$69,078	\$70,805
3	1.160	\$69,490	\$71,227	\$73,008
4	1.206	\$72,245	\$74,052	\$75,903
5	1.252	\$75,001	\$76,876	\$78,798
6	1.285	\$76,978	\$78,902	\$80,875
7	1.310	\$78,476	\$80,437	\$82,448

TABLE 2

Step	Index	Yr 1 1998-99	Yr 2 1999-00	Yr 3 2000-01
1	1.148	\$68,771	\$70,490	\$72,252
2	1.206	\$72,245	\$74,052	\$75,903
3	1.229	\$73,623	\$75,464	\$77,350
4	1.287	\$77,098	\$79,025	\$81,001
5	1.334	\$79,913	\$81,911	\$83,959
6	1.368	\$81,950	\$83,999	\$86,099

TABLE 3

Step	Index	Yr 1 1998-99	Yr 2 1999-00	Yr 3 2000-01
1	1.218	\$72,964	\$74,788	\$76,658
2	1.276	\$76,439	\$78,350	\$80,308
3	1.334	\$79,913	\$81,911	\$83,959
4	1.368	\$81,950	\$83,999	\$86,099
5	1.403	\$84,047	\$86,148	\$88,302
6	1.433	\$85,844	\$87,990	\$90,190

- C. New hires may be hired at steps 1 through 4 at the discretion of the Superintendent.
- D. The creation of a new administrative position shall be at the discretion of the Board and Superintendent. Placement on a table shall be determined by conferring with SASAA. However, if agreement cannot be reached, the Board of Education will have final authority to determine placement of a new position on a table.
- E. The salary schedule reflects a 2.5%, 2.5%, and 2.5% increase annually for contract years 1998-99, 1999-2000 and 2000-01 with exceptions noted in Article IX, Section D, 4.
- F. The members of the S.A.S.A.A. will have their salaries based on the previous year's salary schedule in the S.E.A. contract. The S.A.S.A.A. member's salary will be computed by using the top step in the MA salary table including all compensation accrued through any teacher inservice compensation.

Beginning in the 1998-99 school year, the following positions will be capped as follows:

Assistant Elementary Principal	Table I	Step 4
Assistant Middle School Principal	Table I	Step 5
Directors	Table I	Step 6
Elementary Principals	Table I	Step 7
Assistant High School Principals	Table II	Step 4

All members of the 1997-98 S.A.S.A.A. group will be allowed to reach the 6th step of the table in which they re presently located.

- G. Administrators with a degree beyond a Master's in a Board-approved program shall have the following amount added to their base salary:

<u>2nd Masters</u>	<u>Specialist</u>	<u>Doctorate/J.D.</u>
\$500	\$750	\$1,000

This additional compensation shall apply to degrees already earned as of the effective date of this contract; i.e., July 1, 1995. Completion and notification of degree changes must be submitted in writing to the Personnel Office by June 30 of the current school year. Failure to comply will result in a one-year delay in the stipend. No mid-year salary adjustments will be honored. Only the final degree shall be compensated (e.g., an administrator with a Specialist and a Doctorate would receive \$1,000 total - not \$1,750).

ARTICLE XXI

TENURE EXCLUSION

The employment of the administrator in an administrative capacity shall not be governed by the Teacher Tenure Act of the State of Michigan in that the administrator is hereby expressly denied continuing tenure in administrative capacity and shall not be granted nor acquire continuing tenure in the administrative position by virtue of employment with the Saline Area Schools. The individual employment contract shall also include such tenure exclusion.

ARTICLE XXII

SASAA RETIREMENT STIPEND

1. The following Retirement Stipend will be in effect for the period beginning July 1, 1998, and concluding on June 30, 2001. This provision and the opportunity to receive the corresponding stipend expires and shall be null and void after June 30, 2001.
2. To be eligible for participation in this program, an administrator must satisfy all of the following requirements:
 - A. Completion of seven (7) years of service in the Saline Area Schools as an administrator (excluding periods of layoff and unpaid leave) immediately preceding his/her retirement and request to receive the stipend.
 - B. The administrator must be employed with the Saline Area School District on the last workday prior to his/her retirement.
 - C. The administrator must submit a written resignation to the school district to the Associate Superintendent for Personnel not later than March 1st of the year he/she intends to retire.
 - D. The administrator must be eligible, make application, and be accepted to receive retirement benefits from the Michigan Public School Employee Retirement System. The retiring administrator shall furnish verification to the school district that he/she has retired through MPSERS.
 - E. Retirement may only be exercised between academic years (summer), unless otherwise approved by the Superintendent.
3. An administrator who satisfies the requirements set forth above to receive the retirement stipend shall, before the effective date of his/her retirement, make a written election to the Associate Superintendent for Personnel to receive payment of the stipend under any one of the plans described below:

- A. Ten thousand dollars (\$10,000) lump sum payment to the administrator made on September 30 of the calendar year in which the administrator retires.
- B. Ten thousand dollars (\$10,000) lump sum payment to the administrator made on January 15 of the calendar year next succeeding the calendar year during which the administrator retires.
- C. It is understood and agreed that no monies paid under any of the foregoing provisions will be included in the recipient's wages for retirement purposes nor will the school district make any retirement contribution to the Michigan Public School Employees Retirement System on these monies.

A written election to receive the retirement stipend shall be irrevocable once it is received by the administration. Exceptions may be granted in unique situations at the sole discretion of the administration and are non-grievable.

- 4. The creation of this opportunity to receive a supplemental retirement stipend is intended by the parties to act as an additional benefit for those administrators who elect to voluntarily retire in order to receive benefits under the Michigan Public Schools Employees Retirement Act of 1979, MCLA 38.1301 et seq. The creation of this opportunity or institution of this stipend shall not in any way bind the parties or their successors to incorporate such feature in any successor collective bargaining agreement or to otherwise perpetuate the conditions outlined herein. In the event that this retirement stipend is found to be contrary to law during the term of its existence, this Agreement shall be immediately cancelled.
- 5. An administrator retiring under this plan will have his/her stipend reduced by any amount he/she receives as unemployment compensation charged against the Saline Area Schools.
- 6. This paragraph shall apply to administrators who satisfy the seven (7) year service requirement but who have periods of part-time service within those years.
- 7. The payment(s) under this retirement stipend program are in addition to whatever other compensation to which the retiring administrator is otherwise entitled.

ARTICLE XXIII

EXPERIENCE STIPEND

An administrator in Saline, at the completion of his/her 24th year of service in the District, may elect a stipend of \$3,200 per year for three years, with the understanding that after the three years, this would no longer apply, separate from any agreed-upon salary increase. The \$3,200 payment is an annual stipend, is not cumulative, and is not included in the salary base for the purpose of computing any salary increases. The total over three years would be \$9,600. This

provision would eliminate the Board's retirement proposal and the present retirement language in the SASAA contract. An administrator not electing this option shall remain eligible to elect the SASAA Retirement Stipend.

Note: This has been checked out with the Michigan School Retirement System. Because this is an option available to every administrator, those selecting the experience stipend will be able to count the stipend as part of the administrator's salary for computing retirement benefits. An administrator who selects the retirement stipend (Article XXIII) will not be able to count it as part of his/her salary for purposes of computing retirement. The experience stipend may be paid as one annual lump sum payment of \$3,200 for three (3) years or may be spread over 26 equal pays. The payment option is at the discretion of the affected administrator. The affected administrator must inform the Personnel Office in writing on or before June 15 of the year prior to the three year sequence. The payment may be adjusted annually.

ARTICLE XXIV

EDUCATION REIMBURSEMENT

The Board of Education and the Saline Administrators' Association recognize that it is of primary importance for all Saline administrative personnel to continue their professional educational growth and development, as well as to maintain their administrative certification. It is further recognized that each administrator shall maintain through continuous quality improvement, his/her administrative competencies, technical skills, and his/her knowledge of current professional and educational practices.

Pursuant to this philosophy, the Board shall reimburse each administrator for his/her graduate classes and/or SB/CEU-granting workshops, conferences, or seminars in order to maintain administrative certification.

The following conditions are to be met:

- A. Reimbursement for graduate level credits shall be paid to each administrator upon successful completion of each course. When college credit has the option of a grade or pass/fail, the administrator must take the grade option and have a "B" or better in order for the course work to qualify. When college credit can only be secured through "pass/fail," the credit will count if the administrator earns "pass." Proof of successful completion and receipts must be given to the Superintendent or his/her designee within forty-five (45) calendar days of successful completion of the course work.
- B. Reimbursement shall be limited to no more than 4 graduate level credits during each fiscal year.
- C. Administrators taking more than 4 graduate level credits during a fiscal year toward a degree program related to educational leadership, curriculum, educational theory, or other

school administration areas approved in writing in advance by the Superintendent or his/her designee that are directly related to the course, direction, philosophy and goals for the Saline Area School District, will be reimbursed up to 8 credit hours per year.

ARTICLE XXV

COLLABORATIVE BARGAINING/ON-GOING NEGOTIATIONS

The Board proposes to establish an ongoing committee of members of the Administrators' Association which will meet regularly with the Board's representatives, no less than once every two months, for the purpose of discussing contract issues not agreed upon in the sessions leading up to the ratification of this contract. The parties may meet more frequently by mutual agreement.

ARTICLE XXVI

TEACHER EVALUATION AND TEACHER IMPROVEMENT

The Board and SASAA agree that evaluation of certified staff is one of the most critical aspects of each administrator's job performance. The timely, thorough, and procedurally correct evaluation of each staff member must be carried out in accordance with Board policy, administrative regulations, and the Master Agreements. Evaluation will be done in accordance with the timelines, and procedures established in the staff appraisal program documentation. The Board commits itself to provide an in-depth and ongoing training program to support all aspects of the current staff appraisal program. This training will build on each administrator's existing knowledge and experience base.

ARTICLE XXVII

TERMS AND MODIFICATIONS

This agreement shall be effective from July 1, 1998, and shall continue in full force and effect until 11:59 p.m., June 30, 2001.

- A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- B. If neither party shall give notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.
- C. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

APPENDIX A
EVALUATION INSTRUMENT FOR
ADMINISTRATORS' ASSOCIATION OF THE SALINE AREA SCHOOLS

School Year _____

Evaluation of _____ in the position
of _____ .

Evaluated by _____ .

1. Administrative and Organizational Effectiveness: Delegates effectively. Follows up on efforts of others. Provides aid and counsel to assist subordinates in meeting objectives. Self-motivated. Adequate level of energy.

____ SATISFACTORY ____ NEEDS IMPROVEMENT ____ UNSATISFACTORY

Comments:

2. Human Relations & Communications: Communicates the objectives of the school effectively. Respected by others. Gets others to do what he/she wants them to do.

____ SATISFACTORY ____ NEEDS IMPROVEMENT ____ UNSATISFACTORY

Comments:

3. Dependability and Flexibility: Can be relied upon to do the job. Ability to handle different problems simultaneously. Copes with the unexpected and rapidly changing conditions.

____ SATISFACTORY ____ NEEDS IMPROVEMENT ____ UNSATISFACTORY

Comments:

4. Analysis & Judgment: Ability to think through complex and diverse problems and arrive at sound conclusions.

SATISFACTORY NEEDS IMPROVEMENT UNSATISFACTORY

Comments:

5. Educational Certification: Successfully completed required state/contract course work/CEU's for the current contract year:

SATISFACTORY WAIVER GRANTED UNSATISFACTORY

NARRATIVE RE: ADMINISTRATOR'S TARGETED OBJECTIVES AND COMMENTS (Use back of form for additional space)

OVERALL EVALUATION:

SATISFACTORY NEEDS IMPROVEMENT UNSATISFACTORY

Comments:

Reviewed with administrator _____
(Date)

Evaluated by _____
(Signature of evaluator)

My signature below acknowledges receipt of this evaluation.

(Signature of administrator being evaluated)

APPENDIX B
EMPLOYMENT AGREEMENT FOR ADMINISTRATORS
IN THE SALINE AREA SCHOOLS

THIS AGREEMENT, made this _____ day of _____, 19____, between the Saline Area School District Board of Education, Saline, Michigan, Washtenaw County, in the State of Michigan hereinafter called First Party, and _____, of _____, Michigan, hereinafter called the Second Party.

WITNESSETH:

1. First party hereby agrees to, and by these presence does employ Second Party as _____ for a period of _____ year(s) beginning _____, and ending _____, both dates inclusive.
2. Second Party hereby accepts such employment for the period as above set forth.
3. For such services, First Party shall pay to Second Party an amount as provided in the Master Contract Agreement between the Board of Education of the Saline Area Schools and the Association of Administrators of the Saline Area Schools for the period as set forth above.
4. It is mutually agreed that the salary provided for in the aforesaid Master Contract Agreement is for fifty-two (52) weeks of the contract year commencing July 1, 19____ and ending June 30, 19____.
5. Second Party represents himself/herself as being fully qualified for the position which he/she is accepting, and in consideration of the contract of the First Party to employ him/her, does hereby contract himself/herself to faithfully perform the powers and duties of his/her position in the Saline Area Schools.
6. It is understood and agreed that the employment of Second Party as _____ shall not be deemed employment in the administrative capacity under the Teachers' Tenure Act of the State of Michigan, and Second Party is hereby expressly denied continuing tenure in administrative capacity and shall not be granted nor acquire continuing tenure in the administrative position capacity by virtue of the EMPLOYMENT CONTRACT.
7. It is understood and agreed that the employment of Second Party is hereby expressly subject to all of the terms and conditions of the Master Contract Agreement between the Board of Education of the Saline Area Schools and the Administrators' Association of the Saline Area Schools.

8. Exercising the option as shown in Article XIX, Section F, requires marking and initialing one of the choices below:

_____ Tax Sheltered Annuity _____
(initials)

_____ Deferred Compensation _____
(initials)

_____ Salary Stipend _____
(initials)

THIS EMPLOYMENT CONTRACT ENTERED INTO BY THE PARTIES WITH SIGNATURES AFFIXED BELOW ON THIS _____ OF _____, 19 _____.

BOARD OF EDUCATION OF THE SALINE AREA SCHOOLS

FIRST PARTY: by _____
(President of the Board of Education)

FIRST PARTY: and _____
(Secretary of the Board of Education)

SECOND PARTY: _____
(Administrator)