

AGREEMENT

Between

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

and

**Saline Area Schools
Supervisors' Association**

July 1, 1998 - June 30, 2001

Saline Area Schools

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AGREEMENT

Saline Area Schools Supervisors' Association

PROLOGUE

THIS MASTER AGREEMENT entered into this 1st day of July, 1995, by and between the Board of Education of the Saline Area Schools, hereinafter called the "Employer" or the "District", and the Saline Area Schools Supervisors' 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:

RESOLUTION TO QUALITY AND EXCELLENCE - (Continued)

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 mind set 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 Supervisors' 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 Supervisors of Building and Grounds, Transportation, Accounting, Food Service, and Technology.

ARTICLE II
DEFINITIONS

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 Supervisors' Association.
- C. Supervisor 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

SUPERVISORS'/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 supervisor shall be required to perform duties outside the bargaining unit on a regular basis.
- C. The Board agrees that the private life of any supervisor is not an appropriate matter for the concern or attention of the Board, unless it adversely affects the supervisor'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 supervisor shall have the right to control student discipline within his/her department, consistent with the law, unless otherwise limited by Board policy and procedures concerning the discipline of the students.
- E. All supervisors shall be notified by April 1 of their tentative supervisory assignments for the upcoming school year.
- F. All supervisors 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 supervisor 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 supervisor.

ARTICLE VI

REDUCTION IN FORCE

- A. The Association recognizes the Board's right to reduce the number of supervisory personnel.
- B. For the purpose of this article, the term "reduced" shall mean the termination of an supervisor from a position within the bargaining unit.
- C. Such reduction of supervisory 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 supervisory structure within the district.
- D. In any necessary reduction of supervisory personnel, the supervisor shall remain in the employ of the school district as long as his years of service are greater than those of any other employee of equal or lesser status. Therefore, the supervisor, upon receiving layoff notice from the supervisor's bargaining unit, must have accrued seniority in ESP in order to have said "bumping" rights into the ESP bargaining unit.
- E. If in the Board's opinion, it is ever necessary to reduce the supervisory staff, the best qualified people as determined by the Superintendent, with Board approval, shall be retained.
- F. Supervisors, who have been laid off and returned to the ESP bargaining unit, shall retain all sick leave accumulated while a member of the ESP bargaining unit, and shall in no circumstance be left without Board paid premiums on the insurance coverage, as specified in the supervisor's contract, before the fringe benefits, as specified in the ESP bargaining unit contract, become effective.
- G. Supervisors will be recalled, as nearly as possible, in order of length of supervisory 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 supervisor's last known address. If a supervisor fails to accept an offer of re-employment within five (5) days from date of receipt of notification, the supervisor shall have no further rights to reinstatement. It is the supervisor'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 a supervisor, or program, or an employee he supervises, such citizen be requested to first discuss the matter with the supervisor 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 a supervisor's decision is appealed to the Superintendent or his/her designee, such supervisor 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 supervisor 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, a supervisor may be disciplined up to and including discharge, provided that the supervisor 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

- A. Each supervisor shall be evaluated annually, before March 15, by the Superintendent or his/her designee for the purpose of improving the supervisor's performance in the employ of the Saline Area Schools.
- B. Each supervisor shall be evaluated on the form as shown in Appendix A of this Master Agreement.
- C. In all cases, the supervisor shall be evaluated as "satisfactory, " "needs improvement", or "unsatisfactory" . When the supervisor has been evaluated as "unsatisfactory" or "needs improvement", the evaluator shall prescribe the corrective action required and the timetable to improve the supervisor's performance in the space provided under "comments" on the evaluation form shown on Appendix A .
 - 1. When evaluating the supervisor'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 supervisor as prescribed in this Article shall be interpreted as an evaluation of "satisfactory" for the annual evaluation of the supervisor.

3. The evaluator shall establish a timetable for follow-up conference(s) with the supervisor 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 supervisor will not receive a salary increase for the succeeding year, and that a supervisor shall be subject to termination if an unsatisfactory annual evaluation is repeated.
- D. If after implementing the steps of the evaluation procedures as noted above, and if the Superintendent determines that the supervisor's overall performance is "unsatisfactory", the Superintendent shall recommend nonrenewal of contract or dismissal of the supervisor on or before March 31.
1. Such notice of recommendation for non-renewal or dismissal shall be made in writing, and the supervisor 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 supervisor and the evaluator's observations of the supervisor'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 supervisor at least ten (10) days prior to the meeting of the Board of Education at which the Superintendent shall make his 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 supervisor of rights to representation and the right to appear before the Board.
 4. If the supervisor wishes to ask for a hearing before the Board of Education, the supervisor 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 a supervisor shall be consistent with the requirements of the laws of the State of Michigan.
 6. If a hearing is scheduled by the Board of Education at the request of the supervisor to consider the question of nonrenewal or dismissal, the Secretary of the Board of Education shall advise the supervisor 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 supervisor to another supervisory or, if applicable, to a support staff position at any point during the term of his/her contract. Notwithstanding any other provisions of this contract, if the supervisor is so reassigned during the first year of this contract, the salary of the reassigned supervisor 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 ESP bargaining unit, the supervisor shall be paid the appropriate ESP salary, and the Board will pay the difference between said ESP salary and the supervisor's then current salary for the balance of that supervisor's contract.

ARTICLE XI

MEDICAL EXAMINATION

At the Board's request, the supervisor 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 supervisor 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 - Supervisor's Grievance

Step No. 1

Any supervisor 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 supervisor does not agree with the answer provided by the Superintendent of schools or his designee, he may request, within ten (10) working days of said answer, a hearing before 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.

ARTICLE XIII

MEMBERSHIP

The District agrees to pay the supervisor's membership dues and school service fees in state and national professional organizations 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. Supervisors 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 supervisory needs of the district, the length of the leave requested, the supervisory 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. Supervisors granted sabbatical leave shall receive at least 50% of salary plus all fringe benefits as specified in this master agreement.
 - 2. A Supervisor, 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 supervisor 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 supervisor 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 supervisor 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 supervisor uses his personal automobile for school purposes within or without the school district, the District shall reimburse the supervisor at the present maximum allowable rate as prescribed by the Internal Revenue Service.
- C. Approval of requests to attend state and national conferences, workshops, university/college 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 AND FUNERAL LEAVE

- A. Neither use of personal leave nor funeral leave shall reduce the sick leave of the supervisor.
- B. The supervisor shall be granted discretionary personal days to conduct personal business. The supervisor shall request such days from the Superintendent in advance of the absence.
- C. The supervisor shall be granted discretionary days to attend funeral services of family members and other funeral services which may require representation by the school.

ARTICLE XVII

SICK DAYS

- A. All supervisors shall have available to them paid sick time as needed until LTD becomes effective. Excessive absence because of illness may require a doctors' excuse upon prior notification from the district.
- B. All absences due to illness shall be reported to the Superintendent.

ARTICLE XVIII

HOLIDAYS AND SNOW DAYS

- A. Recognized holidays include: the day before New Years, New Years, Good Friday (full or half day), Memorial Day, July 4, Labor Day, Thanksgiving Day and the Friday after, the day before Christmas, and Christmas Day. When New Years and Christmas occur on a Thursday, the next day (Friday) will also be observed as a paid holiday. Supervisors shall observe teacher recesses during the school year as holidays except for the summer recess.
- B. When school is cancelled because of inclement weather, Supervisors shall be responsible to complete required work and will notify the Superintendent when not able to appear at the workplace.

ARTICLE XIX

VACATIONS

- A. Each 52 week supervisor shall receive vacation days (in addition to the vacation days scheduled during the school year) per the following schedule:
 - 1. From date of hire up through the third year of employment, supervisors are entitled to a total of ten (10) days of vacation.
 - 2. From the beginning of the fourth year of employment through the sixth year, the supervisor is entitled to a total of fifteen (15) days of vacation.
 - 3. From the beginning of the seventh year of employment, the supervisor is entitled to a maximum of twenty (20) days of vacation.
- B. Vacation must be used by August 15 of the succeeding contract year unless otherwise scheduled with the Superintendent.
- C. The Board will not pay for unused vacation days.
- D. Normally, vacations shall be taken when school is not in session. However, upon approval of the Superintendent, vacations may be taken when school is in session.

- E. A supervisor who is promoted from the Saline Educational Support Personnel Association will retain the level of vacation days earned as an ESP employee. Every three (3) years thereafter, five (5) additional days of vacation will be earned up to a maximum of twenty (20) days.

ARTICLE XX

FRINGE BENEFITS

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. Supervisors 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.
2. The Board shall provide, without cost, to all Supervisors, Blue Cross/Blue Shield CMM WRAP, (Saline Area Schools' Administrators/Supervisors' Plan) protection for a full-time, 12 month period, for each Supervisor and his/her family and any other single eligible dependents as defined by the U.S. Internal Revenue Service.
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. Supervisors eligible for Medicare benefits on or after January 1, 1986, must notify the Board of Education, in writing, of their primary program election. Supervisors 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 Supervisor'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), Supervisors must be able to perform the "at work requirements" with this employer before benefits are effective.
7. Supervisors 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.
9. The Board offers to maintain current levels or improve the dental insurance package for all supervisors subject to the Board and Supervisors' Association reaching agreement on cost reduction moves, such as changing carriers, self-funding of the dental program, or other related adjustments.

B. Insurance Option

1. SSA will commit to enrolling in a mutually agreed upon self-funded dental and vision program providing that the new coverage is identical to or better than the existing coverage. In the event either side finds the arrangement unsatisfactory, a new carrier will be investigated.
2. Supervisors not choosing the Hospital-Surgical Health Insurance Option may, at the beginning of each school year for the life of the Agreement, elect to receive "cash in lieu of" according to the following schedule:

One person-----	\$1,000
Two persons-----	\$3,000
Full family-----	\$3,500

C. Term Life Insurance

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

1. The beneficiary shall be designated by the Supervisor.
2. Supervisors who have Board provided term life insurance have a thirty (30) day conversion right upon termination of employment. Any Supervisor 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 Supervisor'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 Supervisor, spouse, and eligible dependents for The Saline Area Schools' Dental Plan, including incentive rider, which provides basic 60% coverage for preventive care, etc., with a cap of \$1,500.00 on an orthodontic rider.

The Board offers to maintain current levels or improve the dental insurance package for all supervisors subject to the Board and the Supervisors' Association reaching agreement on cost reduction moves, such as changing carriers, self-funding of the dental program, or other related adjustments.

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 be paid by the carrier. The insurance policy 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 per month "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 Supervisor, spouse, and eligible dependents of The Saline Area Schools' Ultra-Vision Plan III.

The Board offers to maintain at current levels or improve the vision insurance package for all supervisors subject to the Board and the Supervisors' Association reaching agreement on cost reduction moves, such changing carriers, self-funding of the vision program, or other related adjustments.

G. Optional Stipend - Tax Sheltered Annuity or Salary Supplement

1. The Board shall provide an annual stipend of three thousand dollars (\$3,500.00) to each current supervisor. Supervisors hired after July 1, 1995, will receive a T.S.A. based on the following schedule:

Step 1	\$1,000
Step 3	\$2,000
Step 5	\$3,000
At 6th year	\$3,500

2. Each supervisor shall choose one of the following two options during the month of June directly preceding the contract year which begins July 1:
 - a. A tax-sheltered annuity will be paid by the Board under the terms of the Internal Revenue Code 403B.
 - b. 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 supervisor and shall be limited by the Board to the list of current ten (10) such carriers.
4. The options 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 supervisor shall exercise the option as noted in this section by marking and initialing the choice on the individual Employment Agreement for Supervisors.

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 XXI

SALARY ADMINISTRATION

- A. The Board shall provide twenty-six (26) equal payrolls bi-weekly throughout the contract year.
- B. In the 1998 - 2001 contract years, the supervisors' salaries shall be as follows:

Supervisors' Salary Schedule

Step	Yr. 1 1998-99	Yr. 2 1999-00	Yr. 3 2000-01
1	\$38,000	\$38,950	\$39,924
2	\$39,900	\$40,898	\$41,920
3	\$41,895	\$42,942	\$44,016
4	\$43,990	\$45,090	\$46,217
5	\$46,189	\$47,344	\$48,527
6	\$48,499	\$49,711	\$50,954
7	\$50,924	\$52,197	\$53,502
10	\$53,470	\$54,807	\$56,177
15	\$56,143	\$57,547	\$58,985
20	\$58,951	\$60,425	\$61,935

Other - 24-hour "On Call"* Stipend: \$5,000

* "On Call" is defined as: Emergencies, alarms, building concerns/problems and road conditions

- 1. For new hires, a minimum of a BA degree will be required.
- 2. For new hires, prior supervisory experience will be required.
- 3. For new hires, an MA degree will be considered desirable while not required.
- 4. For new hires, technical skills will be required, e.g., computer, financial, etc.
- 5. Other qualifications or alternatives to the above as the Board determines in its sole discretion.

ARTICLE XXII

TENURE EXCLUSION

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

ARTICLE XXIII

S.A.S.S.A. 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, a supervisor must satisfy all of the following requirements:
 - A. Completion of ten (10) years of service in the Saline Area Schools (excluding periods of layoff and unpaid leave) immediately preceding his/her retirement and request to receive the stipend.
 - B. The supervisor must be employed with the Saline Area School District on the last work day prior to his/her retirement.
 - C. The supervisor must submit a written resignation to the school District to the Association Superintendent for Personnel not later than March 1st of the year he/she intends to retire.
 - D. The supervisor must be eligible, make application, and be accepted to receive retirement benefits from the Michigan Public School Employee Retirement System. The retiring supervisor shall furnish verification to the school district that he/she has qualified and retired through MPSERS.
 - E. Retirement may only be exercised between academic years (summer), unless otherwise approved by the Superintendent.
3. A supervisor 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. Seven thousand dollars (\$7,000) lump sum payment to the supervisor made on September 30 of the calendar year in which the supervisor retires.

- B. Seven thousand dollars (\$7,000) lump sum payment to the supervisor made on January 15 of the calendar year next succeeding the calendar year during which the supervisor 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 supervisors 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 canceled. Supervisors who have previously elected to receive the stipend shall continue to be covered by these provisions to the extent permitted by law.
- 5. A supervisor retiring under this plan will have his/her stipend reduced by any amount he/she receives an unemployment compensation charged against the Saline Area Schools.
- 6. The payment(s) under this retirement stipend program are in addition to whatever other compensation to which the retiring supervisor is otherwise entitled.

ARTICLE XXIV

EDUCATION REIMBURSEMENT/TUITION

- A. Approval shall be requested in writing prior to classes or workshops beginning.
- B. Classes shall be approved or disapproved in writing by the superintendent or his/her designee within ten (10) working days from the date of the written request.
- C. Classes reimbursed may be required for administrative certification.

Each supervisor is encouraged to complete at least two (2) credit hours of class work or twenty (20) hours of approved workshops per year, or a combination thereof.

- D. When college credit has the option of a grade of pass/fail, the supervisor 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 supervisor earns "pass".
- E. Tuition reimbursement shall be limited to no more than eight (8) credit hours during each fiscal year unless special permission is given in writing by the Superintendent.

This reimbursement language shall take effect as of July 1, 1998 and shall not be retroactive.

ARTICLE XXV

SITE-BASED SHARED DECISION MAKING

Site-Based Shared Decision Making - The SSA 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 SSA 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.

ARTICLE XXVI

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.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed on the 1st day of July, 1998.

FOR THE BOARD:

Ellen A. Gandy
Brenda J. Saylor

FOR THE ASSOCIATION:

Michael S. Stuntz
Theresa Schenk

APPENDIX A

Evaluation Instrument For

Saline Area Schools Supervisors' Association

School Year _____

Evaluation of _____ in the position of _____

Evaluated by _____ .

1. Supervisory and Organizational Effectiveness: Delegates effectively. Follows up on efforts of others. Provides aid and counsel to assist subordinates in meeting objectives. Selfmotivated. 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:

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

OVERALL EVALUATION:

___SATISFACTORY ___NEEDS IMPROVEMENT ___UNSATISFACTORY

Comments:

Reviewed with Supervisor _____ (Date) Evaluated by: _____ (Signature of Evaluator)

My signature below acknowledges receipt of this evaluation.

(Signature of Supervisor being evaluated)

APPENDIX B

Employment Agreement For

Saline Area Schools Supervisors

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 presents 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 Saline Area Schools Supervisors' Association 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, 20___.
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 Supervisory capacity under the Teachers' Tenure Act of the State of Michigan, and Second Party is hereby expressly denied continuing tenure in Supervisory capacity and shall not be granted nor acquire continuing tenure in the Supervisory 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 Saline Area Schools Supervisors' Association.

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

_____ Tax Sheltered Annuity _____
(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: _____
(Supervisor)