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6/30/2001

AGREEMENT

Between

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

and

**Washtenaw Livingston Education Association
Saline Education Association
MEA/NEA
(W.L.E.A./S.E.A.)**

July 1, 1998 - June 30, 2001

Saline Area Schools

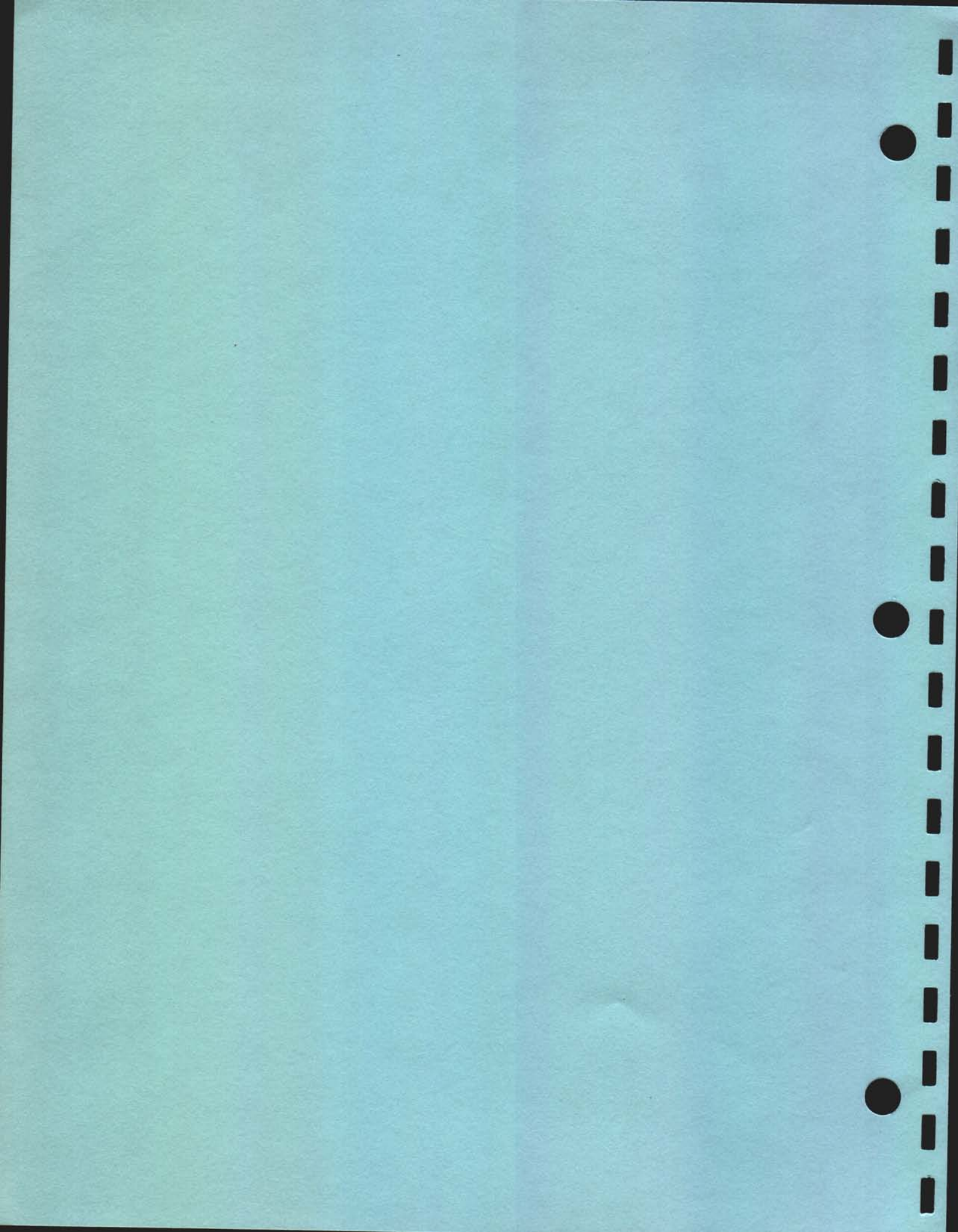


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AGREEMENT

THIS AGREEMENT entered into this 1st day of July 1998, by and between the Board of Education of the Saline Area School District, Michigan, hereinafter called the "Board" and the Washtenaw Livingston Education Association, MEA/NEA, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Saline Area Schools is their mutual aim and that the character of such education is influenced by the quality and morale of the teaching service; and

WHEREAS, the members of the teaching profession are qualified to assist in formulating policies and programs designed to improve educational standards; and

WHEREAS, the Board has a statutory obligation, pursuant to Act 379, of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all state certified teaching and professional personnel under contract or on leave employed in a teaching capacity by the Saline Area Schools, excluding the Superintendent, Associate Superintendents, Principals, Assistant Principals, Directors and Supervisors, Substitutes, and all other supervisors within the meaning of the Public Employment Relations Act. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.
- C. The terms "Board and Association" shall include their members, authorized officers, representatives, and agents.
- D.
 1. Questions as to whether or not a position should be in or out of the bargaining unit will be subject to review at the written request of either party. Once a request has been made by either party, a meeting shall be held within thirty (30) calendar days for the express purpose of reaching an agreement on the inclusion or exclusion of the position in question. Absent agreement as to the inclusion or exclusion of a position, either party may initiate the procedures provided in the Public Employment Relations Act.
 2. General Education, Vocational Education and consortium classes will be filled with a certified and qualified bargaining member desiring the position. In the event no certified and qualified bargaining unit member desires the position, the Board reserves the right to subcontract the work. This provision shall not be interpreted to restrict the Board's authority to transfer general education,

vocational education or consortium programs to other districts or to restrict the Board's right to send Saline students to such programs outside of the district. Except as permitted in Section D, there shall be no subcontracted or transfer of work of the nature and kind customarily performed by members of the Association's bargaining unit to any other employer, nor shall the Board assign such work or functions to anyone who is not a member of the Association's bargaining unit without following the procedures detailed below. If the Board desires to engage in any form of subcontracting not permitted in Section D:

- a. the Board shall provide the Association with advance notice of its intent; and
- b. meet and bargain with the Association regarding the subcontracting of such work.

ARTICLE II

RESOLUTION FOR 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 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 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 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 III

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that teachers shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection. The Board will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan of the Constitutions of Michigan and the United States; nor will it discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association or collective bargaining or negotiations with the Board, or his institution of any matter pursuant to Article XXVII herein. The rights and responsibilities contained herein shall be deemed to be in addition to those contained in the above mentioned laws.
- B. The Association may be allowed the use of school building facilities for Association business, provided that arrangements are made beforehand with the Administration in writing, if it does not interfere with regular school or scheduled school activities, and is outside of regular school hours.
- C. Duly authorized representatives of the local Association may be permitted to transact official Association business on school property at all reasonable times, i.e., prior to fifteen (15) minutes before school starts, during the lunch period, and fifteen (15) minutes following the close of school, provided that this shall not interfere with or interrupt normal school operations. Association officials who are not employees of the Board shall be permitted to transact official Association business under the above-mentioned conditions, provided they first report to the principal's office upon entry and inform the principal of their presence.

- D. The Association may have the right to use school equipment, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.
- E. The Association shall have the right to post notices of its activities and matters of Association concern on teachers' lounge bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communications to teachers regarding Association business. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.
- F. The Board agrees to make available to the Association in response to reasonable request from time to time available information concerning the financial resources of the district, including but not limited to, the following: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers. Likewise, the Board agrees to make available to the Association, in response to reasonable written request, factual information necessary for the Association to process a grievance, excluding confidential information.
- G. The Board shall, upon written request, give the Association and individual teachers a reasonable opportunity to discuss their views with the Board before the Board takes final action on proposed referenda on operation millages, proposed major revisions of educational policy, and major construction programs.
- H. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Consistent with Code of Ethics of the Education Profession the private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless it interferes with his/her teaching performance.
- I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- J. The Association agrees that it shall admit all teachers to its membership without discrimination by reason of race, creed, religion, color, national origin, age, sex, or marital status, and to represent all teachers equally. Further, the Association agrees that neither it nor its members will discriminate, intimidate, or coerce any employee in respect to Association activity or membership.
- K. The Board shall place on the agenda of any regular Board meetings matters properly brought to its attention by the Association through the Superintendent.

ARTICLE IV

BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board reserves all responsibilities, powers, rights and authority vested in it by the laws and constitutions of Michigan and the United States and those which have been heretofore properly exercised by it, including such things, among others, as the determination and administration of educational policy, the operation of the school, the management and control of school properties, facilities, grades and courses of instruction,

athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion, discipline, or dismissal of all personnel.

- B. The exercise of these responsibilities, powers, rights and authority and the adoption of rules, regulations, and policies in connection therewith shall be limited by the express and specific terms of this Agreement.

ARTICLE V

DEDUCTIONS FOR PROFESSIONAL FEES

- A. To the extent permitted by law, all teachers covered by this agreement shall as a condition of continuing employment select one of the following options:
 - 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing.
 - 2. Cause to be paid to a scholarship fund designed to enhance the quality of education for students of the Saline Area Schools, an amount equivalent to the local, state and national dues as provided in item #1 above within thirty (30) days of the beginning of each school year.
- B. In the event that none of the aforementioned provisions are satisfied, the Board, upon receiving a written and signed complaint from the Association indicating that the teacher has failed to comply with said provisions shall process said complaint in accordance with the Teachers' Tenure Act, the charging party being the Association, if said teacher is a tenure teacher. In the event the teacher is a probationary teacher, the Board shall immediately notify said teacher his/her services shall be discontinued at the end of the then current school year unless prior to employing a replacement teacher, the Board shall receive written notification from the Association and the teacher that the dues or equivalent donation has been paid in full and that said complaint has been withdrawn. It is expressly understood that in the event the Board shall hire a new teacher to replace a probationary teacher whose services have been discontinued under the terms of this Article, then and in that event, neither the Association nor the teacher shall have the right to withdraw said complaint, it being recognized by the Association and any teacher employed under the terms of this contract that the Board has a reasonable right to proceed to replace a teacher against whom charges have been filed under the terms of this Article. The refusal of a teacher to contribute fairly to the cost of negotiations and administration of this and subsequent agreements is recognized by the Association and Board as just and reasonable cause for termination of employment.
- C. The Association agrees to indemnify and save the Board, and including each individual School Board Member, harmless against any and all claims, demands, costs, suits or other forms of liability, including back pay and all court administered agency costs which may arise out of or by reason of action by the Board for the purpose of complying with this Article. It is the mutual understanding and intent of the Board and of the Association that the above language shall be interpreted so as to protect the Board of Education of the School District and the School District from incurring any costs or expenses whatsoever with regard to any tenure hearing or other related appellate or collateral proceeding in any court, administrative agency or other forum arising out of any attempt by the Board of Education to comply with the provisions of the agency shop/dues deduction provisions of this Agreement, such as attorney's fees, witness fees, reporter's costs, transcript expenses and costs of any unemployment compensation. In the event of such suits or proceedings, the Association agrees to defend the Board at its own expense and through its own counsel.

- D. The Board agrees to make voluntary payroll deductions for Wayne Out-County Credit Union upon written authorization by the teacher. Changes in amounts deducted will not be granted after September 15 of each school year except for good cause and only if approved by the Superintendent. Changes in amounts deducted as a result of a new loan shall not require the Superintendent's approval. The Board will also continue to permit payroll deductions for the United Fund under the conditions as approved above.
- E. Authorized dues deductions shall be transmitted to the Association within five (5) school days from the date of deduction.
- F. Authorized dues deductions shall be taken from the first pay of each month of the school year beginning in September.

ARTICLE VI

SITE-BASED SHARED DECISION MAKING

- A. SITE-BASED SHARED DECISION MAKING - The S.E.A. supports the concept of Site-Based Shared Decision Making (SBSDM) 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.
- B. The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours, and other conditions of employment, and that those terms shall not be altered or modified through the site-based shared decision making process, absent written mutual agreement and ratification by both parties.

SBSDM is a vehicle for planning and implementing projects which do not conflict with federal or state laws or regulations, Board policies, or any of the three collective bargaining Master Agreements.

SBSDM Leadership Teams shall not be discouraged from discussing changes which impact upon working conditions and other contract matters. Changes or waivers sought by the teams are subject to the mutual agreement between the Board and the Association.

- C. The involvement of teachers on leadership teams shall be voluntary. Participation or lack of participation in this process will not be utilized as a criteria for evaluation or discipline.
- D. The parties recognize the need for additional guidelines to be developed to assist in carrying out the SBSDM initiative which shall not be a part of nor in conflict with this Master Agreement.
- E. The language of this article shall be subject to amendment by mutual agreement at any time it is determined that these provisions are not consistent with the goals and objectives of the parties regarding implementation of SBSDM.
- F. If the Association or the Board determines that the SBSDM agreement is detrimental to their interests, the Association or the Board may, with ninety (90) calendar days written notice to all affected parties, withdraw participation from the program. Written reasons for such withdrawal shall be provided to all parties upon request.
- G. There will be a SBSDM council at the district level. The Association president will appoint at least 33-1/3 percent of the council members.

- H. There will be a SBSDM council at each building. One representative on each council will be appointed by the Association president and three other S.E.A. members will be elected from the building staff.
- I. Council decisions will be by a satisfactory consensus or by 80% agreement.
- J. Site-Based Shared Decision Making shall be implemented in the district with the commencement of this Master Agreement.

Note: Variations of Sections G, H, I may be implemented on a building basis that reflects the individual needs and circumstances of each building staff.

ARTICLE VII

TEACHING HOURS AND CLASS LOADS

- A. The teacher's normal teaching hours in the schools shall be:
 - 1. Teachers arrive no later than fifteen (15) minutes before the class schedule begins.
 - 2. The parties agree that all full time teachers will be available at their assigned schools for a total of seven and one half hours per day with the exception of those days addressed in Article VII, Section A.4. and on scheduled teacher meeting days. Each teacher shall spend a total of 60 minutes per day, 15 of which shall be at the beginning of the day and 45 shall be at the teacher's discretion. Such time will be used for the following:
 - a. Meeting with parents
 - b. Professional phone calls
 - c. Tutoring students
 - d. Planning for students
 - e. Counseling
 - f. Other professional teacher duties related to the above

It is further understood and agreed that teachers shall make provisions for being available to students and parents for education related purposes outside the instructional day when necessary and under reasonable terms.

 - 3. In order to be able to more easily administer the flexible 45 minutes and communicate teachers' hours to the public, the following steps will be taken by each teacher:
 - a. Each teacher would post (by semester) his/her hours outside the classroom door. The District would provide a standard form on which to post the hours and seek a standard covered assembly to use for the posting.
 - b. Hours would be placed on each teacher's voice mail greeting. Variations from posted hours would be noted there. This would allow flexibility.
 - c. A copy of the teachers' hours would be submitted by semester to the building principal.
 - 4. Teachers shall not leave school during their regularly assigned work day unless permission is granted by the principal. On Fridays, or on days preceding holidays or vacations, the teaching day shall end at the close of the pupil's day. In case of emergency, teachers shall be expected to remain with the students.

- B. All teachers shall be entitled to a duty-free, uninterrupted lunch period of at least thirty (30) minutes.
- C. Class schedule will not start before 8:00 a.m. or extend beyond 4:00 p.m. unless mutually agreed otherwise.
- D. The normal daily teaching load will be as follows:
1. In all schools employing the six period schedule, teachers should be assigned not more than five (5) classes and/or study halls.
 2. In schools employing the seven period schedule, teachers should be assigned not more than six (6) classes and/or study halls.
 3. In schools employing the eight period schedule, teachers should be assigned not more than seven (7) classes and/or study halls.
 4. In all schools where there are no period schedules, teachers shall be assigned not more than three hundred (300) minutes of classroom instruction, supervised study, and/or transit time between classes. This three hundred (300) minute limitation shall also apply to items (1), (2), and (3) above.
 5. The above limitations shall not apply to a homeroom or recess period if such period is included in the daily class schedule. No departure from these norms, except in case of emergency shall be authorized without prior consultation with the Association. In the event of any disagreement between the District and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.
- E. A teacher in grades 7 through 12 shall be limited to no more than three preparations per semester unless otherwise agreed upon by the teacher and the administration. In the event of an emergency, a teacher may be required to have more than three preparations for one year duration. This situation shall not occur two years in a row except by mutual agreement between the affected teacher and the administrator.
- The foregoing language shall not be applicable to foreign language, band, orchestra, and music classes and independent studies in any discipline. One hour of teaching can count as only one class preparation.
- F. Insofar as possible, teachers will be assigned to teach in their area of specialization, and teachers' desires and opinions will be taken into consideration regarding changes in assignment in the various grades, but, in the best interests of the Saline Area Schools, administrative decisions concerning these items must be final.
- G. Student teachers shall be assigned only to tenure teachers or to teachers with not less than two (2) years experience.
- H. Elementary teachers may use for preparation all time during which their entire class is receiving instruction from various teaching specialists. In order to provide elementary teachers with a maximum preparation time, the Board will make a reasonable effort to provide qualified substitutes capable of carrying out the particular activity whenever music, physical education and art teachers are absent.
- I. No teacher shall be assigned more than the normal teaching load as set forth in this Article without his/her consent. In case of such an assignment, the teacher shall be paid in accordance with Section K.

- J. Daily preparation for effective teaching, correcting examination papers, themes, attending faculty meetings and similar activities require many hours of application outside the classroom and add to the professional responsibilities of the teacher. In addition, demands are made for attendance at staff conferences, parent-teacher conferences, room-parents meetings, and the like, which demands can readily become excessive. It is accordingly agreed that if such extra-curricular activities shall exceed two (2) hours per week, or eight (8) hours per month, the Board will pay the teacher for any work in excess thereof at the negotiated hourly rate. Attendance at one (1) open house per semester may exceed the two (2) hour limit per week. Teachers with class assignments in more than one building will attend the open houses at each building. If the time involved exceeds two (2) hours per week, or eight (8) hours per month, the Board will pay the teacher for any time in excess thereof at the negotiated hourly rate.
- K. Computing salary for full and part-time assignments is being refigured due to reconstructing and creative scheduling, this will be done through mutual agreement with the Association.
1. Teachers traveling from one building to another in the Saline School District will be allowed 15 minutes travel time which equates to 4% of their teaching load. For teachers traveling outside of the school district, travel time and percentages will be adjusted accordingly. For specialists whose assignments include teaching at an elementary and secondary building, travel allowances will be included as part of their teaching load only when the assignments in the secondary building constitute the majority of the teacher's total assignment.

There will be no additional percentage of teaching load allowed for traveling time between buildings for elementary specialists, unless there are more than two assigned trips per day.
 2. Part-time teachers who teach at the elementary level in addition to a secondary school assignment will continue to have their pay for the elementary level time prorated based on 1500 minutes per week.
 3. In determining compensation for part-time elementary specialists in music and physical education, salary will be based on forty-five (45) sections per week, which will be considered full-time. In determining compensation for part-time elementary specialists in art, salary will be based on thirty (30) sections per week, which will be considered full time.
 4. Should an adjustment in the number of periods and/or homerooms be made at either the middle school or the high school, a mutually agreed upon pay schedule shall be established.
 5. Overages will only be paid for days when students are scheduled to be in attendance.

ARTICLE VIII

TEACHING CONDITIONS

- A. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- B. Both parties recognize that the pupil-teacher ratio is an important aspect of an effective educational program. Class sizes should be kept at or below the following maximums, subject to availability of facilities and financial resources:

CLASS OR GRADE	MAXIMUM
Kindergarten	25
Elementary (1st Grade only, any class)	27
Elementary (2 thru 6, any class)	30
Middle School (7-8) and High School (9-12)	
English	31
Social Studies	31
Math	31
Science	30
(a) Chemistry	30
(b) Physics	30
(c) Biology	30
(d) Environmental Geology	30
Language	31
Business	31
Physical Education	40
Health	31
Advanced Art	22
Drafting	30
Technology Education	25
Career and Tech. Education	25

1. Notwithstanding the above, in creation of a split grade level (i.e., combination class) at K-6 level, the class size maximum shall be reduced by four (4).
 2. If it becomes necessary for a teacher to be assigned more than the maximum number of students, the affected teacher shall be paid an additional stipend of \$50 per semester for each child over the maximum. Eligibility for payment shall be determined each semester by an actual overload on the 5th Monday of each respective semester. The stipend will be paid to the eligible teacher within thirty (30) days of determination of eligibility. Teachers absent for a period of time which exceeds 1/2 of the semester shall be ineligible for payment for that semester.
- C. Subject to Paragraph B above, it is agreed that if the class size maximum for any class is exceeded by 12%, rounded to the nearest whole number, not to exceed 35 in the college prep areas, not to exceed 28 at Kindergarten and not to exceed 30 at 1st grade, a new section will be established unless other arrangements are made with the teacher and the Association.
- D. The District shall, in consultation with the teacher, determine the number of work stations and the number of students per work station in a room.
- E. Pursuant to the requirements of inclusion and to promote a proper learning environment for those identified as special education (i.e., L.D., hearing impaired, EI, EMI, POHI and VI) by an IEPC, an equitable distribution of such students shall be made within the building, grade and/or subject area which will accommodate the student's schedule.

- F. The District shall furnish without charge accessory wearing apparel for duties that in their opinion require such apparel that would not be considered for ordinary personal use.
- G. The District recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Teachers will be consulted from time to time for the purpose of improving the selection and use of such educational tools, but the final selection and use of such educational tools will be made by the administration. The District will at all times keep the schools reasonably and properly equipped and maintained insofar as finances permit.
- H. Teachers are required to perform functions outside of teaching duties as follows: collection of money as far as pertains to student needs and supervision of students from the homeroom to the bus. In the event of a reported bomb scare, the teachers will assist Administration by visually scanning their classroom and assisting in supervision of students.
- I. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- J. The District shall make available in each school adequate restroom and lavatory facilities for teacher use and at least one room appropriately furnished and ventilated, which shall be reserved for use as a faculty room in which smoking will not be permitted. This room will be designated Faculty Lounge (non-smoking).
- K. When a teacher at the Middle School is assigned lunchroom supervision duty, an aide shall be assigned to assist with that duty.
- L. When a principal will be out of the school district for one half day or longer and a teacher is requested to act in the principal's behalf, a substitute teacher may be hired to cover that teacher's class. The name of the teacher acting in the principal's behalf shall be posted in the office.
- M. Adequate telephone facilities in every faculty room shall be made available to teachers for their reasonable use for local calls only.
- N. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages shall be installed at the request of the Association, the proceeds to be used for the existing S.E.A. Scholarship Fund, less electricity costs. Vending machines are to be maintained by the Association.
- O. Parking facilities shall be made available to teachers and teachers shall park only in the area designated by the administration.
- P. Inclusion:
 - 1. The curriculum for severely impaired students in the integrative education program shall be developed by the support team with the collaboration of the classroom teacher.
 - 2. The general education classroom teacher will be responsible for developing the daily/weekly lesson plans for his/her classroom and will present these plans at the support meetings. Using curriculum matrixing, the special education goals and objectives, which have been developed for the students, are then matched with the regular education lesson plans to determine where those plans can be adjusted and to determine what support personnel will need to be involved or included.

3. At the Middle School/High School level, a more functional curriculum with community-based instruction will be included during the curriculum matrixing for student program planning. It is anticipated students at this level will receive community-based training for one-half of each week day.
4. Room Availability - Space shall be made available to address student custodial needs in each building where there is a student in the integrative education program whose physical condition would indicate a need for custodial care.
5. Level of Aide Service - For a severely impaired student classified as needing custodial care, a full-time aide shall be assigned to the building where the student is housed during the hours s/he is in attendance at school.
6. Custodial care shall be defined as needing assistance with self care as determined by the support team.
7. Class Size - Class size will be determined by the support team based upon the needs and requirements of each student. However, no class will be adjusted below 24 students as a result of the support team.

ARTICLE IX

DEPARTMENT CHAIRPERSON

- A. The members of each department at the High School shall recommend to the administration, in writing, a person for appointment as chairperson for the following year. If no agreement can be reached by May 1, the administration may appoint.
- B. The members of each department at the Middle School shall recommend to the administration, in writing, a person for appointment as department chairperson for the following year. If no agreement can be reached by May 1, the administration may appoint.
- C. The members of each grade level at each elementary building shall recommend to the administration, in writing, a person for appointment as department chairperson for the following year. If no agreement can be reached by May 1, the administration may appoint.
- D. The department/section grade level chairperson so selected shall receive compensation to the following schedule unless a position is split in which case the compensation shall be split.

No. of Members in Department or Section Rounded to the Nearest F.T.E.	Percent of Annual Base Salary
3	1.0%
4	1.5%
5	2.0%
6	2.5%
7-8	3.0%
9-10	3.5%
11-13	4.0%
14 and above	4.5%

- E. Department Designations
1. The High School shall have the following department chairpersons: Mathematics, Science, Social Studies, Technical Education, Foreign Language, Home Economics, Business, English.
 2. The Middle School shall have the following department chairpersons: Mathematics, Science, Social Studies, Home Economics, English, and Electives.
 3. The following departments shall have one department chair representing both the Middle School and High School as one department: Special Education.
 4. Each elementary building shall have the following section chairpersons: One per grade level at each building (Pre-K through 6) and Special Education.
 5. The district shall have the following department chairpersons: Fine Arts, Physical Education, Counselling, Media, Music, Encore.
- F. The position of chairperson shall not be considered as a supervisory position.
- G. The chairperson shall provide leadership and coordinate departmental activities including curricular review and instructional improvement.
- H. All members of a department shall meet monthly.
- I. Specific departmental duties shall be as previously outlined with any changes being determined by the chairperson(s) and the administration.
- J. The position of chairperson of Pre-K through 6th grade may be a shared position with the compensation split proportionately.
- K. If a position is split, one of the staff persons shall be designated as the primary contact person.

ARTICLE X

QUALIFICATIONS AND ASSIGNMENTS

- A. The employment of teachers under special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Association Unit Director is notified in advance in each instance in writing. The Superintendent will keep the Association informed that State Department of Education regulations have been complied with.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study and the Association shall be so notified in each instance.
- C. All teachers shall be given written notice of their tentative schedules for the forthcoming year no later than the last day of school. In the event that changes in such schedules are proposed, all teachers affected shall be consulted. In no event will changes in teachers' schedules be made later than the fifteenth (15th) day of August preceding commencement of the school year, unless an emergency situation requires same. All teachers shall be given written notice of their second semester schedules no later than three (3) weeks prior to the end of the semester. It is also understood that in addition to

that, changes can be made at anytime with mutual agreement between the parties involved.

- D. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, band director, extra duties enumerated in Schedule B-1, the summer school courses, shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the District.
- E. Teachers employed for the full year shall be entitled to two (2) weeks paid vacation during the summer recess, with these weeks being scheduled within the summer program at the option of the teacher.

ARTICLE XI

VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. However, the hiring of administrative personnel is the sole responsibility of the administration and the Board of Education. Teachers shall be transferred to the bargaining unit from a supervisory or executive position in the school district pursuant to the applicable laws and shall be credited with the amount of sick leave accumulated at the time of transfer.
- B.
 - 1. Whenever any vacancy in any professional position outside the bargaining unit arises by virtue of a newly created position, a death, leave, or resignation, the district shall within five (5) days publicize the same by giving written notice of such vacancy to the Association President and by providing for the appropriate posting in every school building. No openings shall be filled except in case of emergency until such openings shall have been posted for at least ten (10) school days. Any qualified teacher may apply in writing for said opening within the above time limit.
 - 2. All known, vacant positions within the bargaining unit for the coming school year shall, prior to the last day of school, be posted in every school building with a copy to the unit director. No such opening shall be filled until such openings have been posted for at least ten (10) days. Any qualified teacher may apply in writing for said openings within the above time limit. A vacant position shall be defined as the condition existing when a position has been vacated, created, or restored as determined by the Board, or its designee(s).
 - a. In recognition of the fact that a teacher may wish to apply for an opening occurring after the June posting and the beginning of the new school year, the District agrees to accept written applications from teachers expressing a desire for a different position and place them on file in the superintendent's office. Teachers are expected to file said written applications by March 30 with the Superintendent. In the event of an opening occurring after June 1, the District will make every effort (by mail/telephone) to notify all applicants of said opening with a copy to the Unit Director and posted in the Board Office. Should a vacancy occur, the teacher will be notified in writing of the vacancy. The teacher has the responsibility of indicating further interest in the position within five days of receiving the notification of the vacancy. Information will be sent by registered letter with a return receipt. The return receipt will be evidence of attempt to deliver the communication to the teacher's summer address. If the teacher is not at the summer address, the request is void.

- b. The following are steps for filling vacant positions for tenured staff, assuming contract timelines and requirements have been strictly adhered to:
- 1) A classroom teacher who applies for a transfer to another classroom position for which he/she is properly certificated and qualified (defined in Article XXII, Section A), will be given first consideration for that position and will, in most cases, be granted the requested transfer without a formal interview. Consideration will be given to previous experience in the requested position and district-wide staffing needs.
 - 2) A non-classroom teacher who applies for a transfer to the same position (e.g., elementary counselor to elementary counselor) in a different building will be given prior consideration for that position and will, in most cases, be granted the requested transfer without a formal interview. Consideration will be given to previous experience in the requested position and district-wide staffing needs.
 - 3) Any classroom or non-classroom teacher who applies for a transfer to a non-classroom position (e.g., reading consultant, counselor, media specialist, etc.) will be included in the interview process for that position assuming he/she is qualified and properly certificated.
 - 4) Any teacher who has been involuntarily transferred will be given consideration for return to the position from which he/she was involuntarily transferred when it becomes vacant, subject to the following:
 - a) The involuntary transfer must not have been for disciplinary or performance related reasons.
 - b) A written request to return to the position from which the involuntary transfer was made has been filed with the Personnel Office by March 30.
 - c) Required certification for the former position has been maintained.

When an involuntarily transferred teacher is returned to the position from which he/she has been involuntarily transferred, no interview will be required.

- c. Requests for transfer to a vacant position must be made prior to March 1 for the ensuing school year. Transfer requests shall remain on file for a period of one year.
- 1) It is understood that requests for transfer filed pursuant to Section D and applications filed pursuant to B2 and B2a will both be considered. Section D transfer requests shall only remain on file for a period of one year.
 - 2) Recalls from layoff will be processed after reviewing staff reassignments, both voluntary and involuntary, as well as returns from leave.

- 3) Part-time personnel already under contract will be given consideration for reassignment or transfer prior to full time staff.
 - 4) No reassignment will be made if the result of such reassignment would be to keep a tenured teacher, who would otherwise have been recalled, on leave or on layoff.
- d. When vacant positions arise within the bargaining unit after the start of the school year, said positions will be promptly posted with a copy to the Association Director. If the position is filled by a new hire, the Board agrees to treat the position as a vacant position when positions are posted the following year.
- C. The parties recognize that some transfers (from one building to another) for administrative purposes and to insure a fair distribution of experienced and qualified teachers throughout the District may be necessary. They also recognize that involuntary transfers from one building to another may be undesirable and should be minimized. Therefore, it shall be the policy of the Board to take into consideration the desires and wishes of the teacher along with the needs and interests of the school system whenever such a transfer is made. The Superintendent shall promptly notify the teacher involved. Upon request of said teacher, the Superintendent shall inform the teacher for the reasons for the transfer. Prior to implementation of an involuntary transfer in accordance with this Article, the Association will be provided with written reasons for such transfer(s). If the teacher objects to such a transfer, s/he may file a grievance but said grievance may not be processed beyond the fourth step (Board level) of the grievance procedure.
- D. Requests for transfer to another building or assignment must be made prior to March 30 for the ensuing school year commencing the following September.

REQUEST FOR TRANSFER

Name _____

To Grade or Level _____

From School _____

To School _____

Reason for Transfer _____

Qualifications of Applicant _____

Address _____

Summer address where teacher can be reached during the summer, and phone number

One copy shall be filed with the principal of the building where the teacher is teaching.

One copy to the principal of the building to which a transfer is requested.

One copy with the Association.

One copy with the Superintendent/Personnel Office.

ARTICLE XII

ILLNESS OR DISABILITY LEAVE

A. Sick leave may be used for absences caused by illness or physical disability of the teacher. Sick leave may also be used for sickness or death in the immediate family not to exceed fifteen (15) days in any school year unless otherwise approved by the Superintendent and the Association. The immediate family shall be defined as father, mother, spouse, children, brother, sister, father-in-law, mother-in-law, grandchildren or grandparents. Sick leave shall be credited as follows:

1. All teachers employed in the District will be credited with sick leave at the beginning of the school year in accordance with the following schedule:

- a) One to ten years of service
in the District.....10 Days
- b) Eleven to twenty years of
service in the District.....15 Days
- c) Twenty-One years and over of
service in the District.....20 Days

B. The unused portion of such allowance shall accumulate from year to year without limitation.

C. The administration may request a doctor's certificate attesting to the illness of any teacher after an absence of five (5) consecutive school days.

In cases of suspected abuse, the five (5) day waiting period may be waived. In such instances, the Association will be notified.

D. Absence due to injury or illness incurred in the course of the teacher's employment compensable under the Michigan Workers' Compensation Act shall not be charged against the teacher's sick leave days. The Board shall pay to such teacher the difference between his salary and benefits received under the Michigan Workers' Compensation Act for the duration of such absence during that school year, provided, however, if the same absence continues into the succeeding school year, the Board shall continue to pay said difference for tenure teachers up to a maximum of one year from the date of said accident or illness.

E. Teacher Sick Bank: (See Appendix B)

F. In order to protect the children of the District, upon recommendation of the Superintendent, and after notification to the Association, the Board may, at its expense, have a teacher take a physical or mental examination to determine whether involuntary sick leave is warranted.

G. Health Leave: A tenured teacher who is unable to teach because of personal illness or disability and who has chosen to exhaust all sick leave available shall be granted a leave of absence without pay or fringe benefits for the duration of such illness or disability, up to one year. A further extension shall be at the discretion of the Board.

1. A teacher desiring a health leave must file a written request and the doctor's statement must indicate the expected date of return. Failure to file a leave request promptly will result in the teacher being considered to have resigned, unless the teacher was physically or mentally unable to file such a request.

2. If the request for such leave does not exceed sixty (60) school days, and if the teacher is released by the doctor to work within sixty (60) school days, the teacher shall be entitled to return to his/her same position (providing the position has not been eliminated or otherwise affected by a layoff.)
3. If the duration of the leave exceeds sixty (60) school days, and the teacher notifies the Board of his/her ability to return to work:
 - a. The teacher shall be entitled to return to his/her same position when it is available, or the first available comparable position for which s/he is qualified subject to provisions in the Tenure Act.
 - b. If no position becomes available before the end of the school year, the leave shall be extended for the balance of the school year.
4. When an employee is granted a health leave of absence, s/he shall, upon re-employment, retain the following employment rights held by him before such leave was granted:
 - a. The same position on the salary schedule held prior to leave of absence.
 - b. Unused sick leave held at the start of the leave of absence.
5. The notice of intention to return to duty after a health leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill his/her duties. In addition, the Board, at its expense, may require the teacher to submit to an examination by an independent physician to further substantiate the teacher's ability to return to work.

ARTICLE XIII

PERSONAL BUSINESS

- A. At the beginning of every school year, each teacher shall be credited with two (2) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his/her principal at least two (2) days in advance, except in cases of emergency. No personal leave day may be taken except in case of emergency, immediately before or after a holiday. An employee is not entitled to use personal business days as part of a vacation or couple personal business days with unpaid leave to extend a vacation. Emergency exceptions may be granted by the Superintendent of Schools or his designee. It is understood that personal business days may be taken in blocks of one-half (1/2) days.
- B. If a teacher utilizes his/her two personal business days prior to the end of the school year and an emergency arises, the teacher may trade two of his/her accrued sick leave days for one additional personal business day. The teacher must make written application to the appropriate principal in advance of taking such days.

An emergency includes deaths or illness not included in Article XII, Section A, legal business or family business, that cannot be conducted at other reasonable times. This provision allows for a maximum of two additional personal business days.
- C. Teachers with unused personal business day(s) remaining at the end of the school year shall have the option of either of the following:

1. To have any unused day(s) added to sick leave accumulation under Article XII (B); or
 2. Upon notice to the business office not later than the last scheduled teacher workday, receive \$50.00 per day for any unused day(s).
- D. A leave of absence with pay shall be granted full-time teachers who are summoned and report for jury service, provided that the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis as set forth in Article XXIV of this Agreement and the daily jury duty fee paid by the court for each day on which s/he reports for or performs jury duty and on which s/he otherwise would have been scheduled to work.
- E. Subject to the approval of the Superintendent, time off without loss of salary shall be allowed to make visitations to view other instructional techniques or programs and to attend educational conferences, workshops or seminars, including M.E.A. or N.E.A. sponsored events provided no teacher shall take more than three (3) days in the school year for such purposes and provided further the teacher may be requested to file a report with the Superintendent within one week of his/her attendance at such visitation, conference, workshop or seminar. All requests must be submitted to the Superintendent's office in writing at least one week in advance. The SEA President and Representative Assembly delegate may take more than three (3) days in a school year subject to the prior approval of the Superintendent.
1. If a person anticipates a need for more than three (3) Professional Days in a school year, the following procedures will be followed and criteria will be considered:
 - a. A request will be submitted for the days as soon as possible.
 - b. Included in the request will be the reasons for the request, and what value to the students of Saline the meetings will provide.
 - c.. The request will be submitted to the Building Administrator.
 2. CRITERIA:
 - a. Is this a long term commitment, will it extend beyond this school year? (Example: elected offices, state committees, etc.)
 - b. Are all the days requested for the same commitment, or for various functions?
 - c. Does the person have other commitments that will also require time off from the classroom?
 - d. Is there a substitute teacher who could substitute for all of the days requested?
 - e. What is the value to the students of Saline?

It is understood that if a request under this procedure is turned down, the teacher may appeal the matter to the Board at Step Three, whose decision shall be final.

- F. Time necessary to take the selective service physical examination shall be granted without charge to the teacher.
- G. A leave of absence shall be granted to a teacher for required 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 the

teacher's salary as computed on a daily basis as set forth in Article XXIV of the Agreement and the daily witness fee paid by the court.

ARTICLE XIV

SABBATICAL LEAVE

- A. Teachers who have had a minimum of seven (7) years of continuous service in the Saline School District may be granted a sabbatical leave for the entire year and will receive fifty percent (50%) of their base salary. Teachers on sabbatical leave for one semester will receive twenty-five percent (25%) of their base salary. The School District will continue to pay the insurance premium pursuant to Article XXV during the sabbatical period.
- B. A teacher, 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 be placed at the same position on the salary schedule as s/he would have been had s/he taught in the District during such a period. Unused sick leave held at the start of the leave shall be restored upon return.
- C. Before beginning a sabbatical leave, the teacher shall enter into a contract with the District to return to active service in the Saline Public School District for a period of at least two (2) years after the expiration of such leave. A teacher who does not fulfill this Agreement shall repay the full amount received for sabbatical.
- D. Sabbatical leave will be limited to one percent (1%) of the teachers in the unit in any one school year.
- E. Letters of Applications must be made to the Office of the Superintendent not later than March 1st of the preceding school year.
- F. Administrative guidelines utilized to consider and review applications for sabbatical leave will be provided to interested applicants on request by the Personnel Office.

ARTICLE XV

UNPAID LEAVES OF ABSENCE

- A. A one (1) year leave of absence without pay and fringe benefits shall be granted to any tenure teacher who applies in writing by March 1 of the preceding school year for the purpose of participating in exchange teaching programs in other states, territories, or countries, foreign or military teaching programs, the Peace Corps, Teachers' Corps, or Job Corps as a full time participant in such program; or a cultural travel or work program related to his professional responsibilities; provided said teacher states his/her intention to return to the school system. Such leave shall commence prior to the beginning of or at the conclusion of a school year. A renewal of said leave shall be at the discretion of the Board.
 - 1. Each teacher on any approved leave of absence shall notify the Board, in writing, not later than March 1 if s/he intends to return to employment with Board for the next school year immediately following said leave. Failure to supply such notice shall relieve the Board of any obligation to return the teacher to work.
 - 2. The teacher shall be entitled to return to his/her same position when it is available or the first available comparable position for which s/he is qualified subject to the provisions of the Tenure Act.

3. When an employee is granted such a leave of absence, s/he shall, upon re-employment, retain the following employment rights held by him/her before such leave was granted.
 - a. Unused sick leave held at the start of the leave of absence.
 - b. The regular salary increment occurring during such period shall be allowed.
- B. A military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States for the term of his original induction. Upon return from such leave, a teacher shall be reinstated upon completion of such service in accordance with the requirements of Act 145 of the Public Acts of 1943 as amended and placed at the same position on the salary schedule as he would be been had s/he taught in the district during such period. Upon re-employment, unused sick leave held at the start of the leave shall be restored.
- C. A one (1) year leave of absence without pay and fringe benefits shall be granted to any tenure teacher upon written application for the purpose of service as President of the Michigan Education Association, Washtenaw Livingston Education Association, or National Education Association.
 1. Each teacher on any approved leave of absence shall notify the Board, in writing, not later than March 1 if s/he intends to return to employment with Board for the next school year immediately following said leave. Failure to supply such notice shall relieve the Board of any obligation to return the teacher to work.
 2. The teacher shall be entitled to return to his/her same position when it is available or the first available comparable position for which s/he is qualified subject to provisions of the Tenure Act.
 3. When an employee is granted such a leave of absence, s/he shall, upon re-employment, retain the following employment rights held by him/her before such leave was granted:
 - a. Unused sick leave held at the start of the leave of absence.
 - b. The regular salary increment occurring during such period shall be allowed.
- D. A one (1) year leave of absence without pay and fringe benefits shall be granted to any tenure teacher who applies in writing by March 1 of the preceding school year for the purpose of campaigning for himself/herself or serving in an elected public office. Such leave shall commence prior to the beginning of or at the conclusion of a school year. A renewal of said leave shall be at the discretion of the Board.
 1. Each teacher on any approved leave of absence shall notify the Board, in writing, not later than March 1 if s/he intends to return to employment with the Board for the next school year immediately following said leave. Failure to supply such notice shall relieve the Board of any obligation to return the teacher to work.
 2. The teacher shall be entitled to return to his/her same position when it is available or the first available comparable position for which s/he is qualified subject to provisions of the Tenure Act.

3. When an employee is granted such a leave of absence, s/he shall, upon re-employment, retain the following employment rights held by him/her before such leave was granted:
 - a. Unused sick leave held at the start of the leave of absence.
 - b. The regular salary increment occurring during such period shall be allowed.
- E. A parental leave of absence, without pay and fringe benefits, shall, upon proper written request, be granted to tenure teachers who become parents of a newborn. Such leave shall be applied for prior to the six week post-natal examination, but not less than thirty days prior to the date such leave is to become effective. Such leave shall be granted until the end of the school year. Upon written request of the teacher filed prior to March 1 of the school year, said leave may be extended for an additional period(s) of one (1) school year at the discretion of the Board.
 1. Each teacher on any approved leave of absence shall notify the Board, in writing, not later than March 1 if s/he intends to return to employment with the Board for the next school year immediately following said leave. Failure to supply such notice shall relieve the Board of any obligation to return the teacher to work.
 2. The teacher shall be entitled to return to his/her same position when it is available or the first available comparable position for which s/he is qualified subject to provisions of the Tenure Act.
 3. When an employee is granted such a leave of absence, s/he shall, upon re-employment, retain the following employment rights held by him/her before such leave was granted:
 - a. Unused sick leave held at the start of the leave of absence.
 - b. The regular salary increment occurring during such period shall be allowed.
 4. A teacher adopting a child may receive a similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court.
- F. Maternity leave shall be granted pursuant to Article XII, Section G. Said leave shall expire following the post-natal examination period (usually six weeks after termination of pregnancy), assuming teacher is physically able to return to work (and assuming a parental leave is not granted).
- G. Other leaves of absence may be granted at the discretion of the Board or its designee.

ARTICLE XVI

TEACHER SEVERANCE

- A. In appreciation for services to the School District, a severance payment of all accumulated unused sick leave will be paid upon retirement under the terms of the Michigan Public School Retirement Law, provided this teacher shall have been employed in the Saline School District for twenty (20) years.
- B. A teacher not teaching twenty (20) years or more in the Saline Area Schools, but who retires under the terms of the M.P.S.E.R.S. Law, will receive a pro-rated amount of

severance pay based on the number of years of teaching in the Saline Area Schools in relation to the twenty (20) year basis.

- C. Severance pay may accumulate to a maximum of \$3,000.00
- D. A teacher shall notify the Board in writing on or before March 1st, if s/he intends to retire at the end of the school year.
- E. In the event that a teacher who is eligible for severance pay dies, the payment shall be computed in accordance with the preceding guidelines and paid to the deceased's estate.

ARTICLE XVII

ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of the individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Consistent with the Code of Ethics of the Teaching Profession, freedom of individual conscience, association and expression will be encouraged.

ARTICLE XVIII

TEACHER EVALUATION

- A. The administration shall organize a program of evaluation for tenure and probationary teachers which shall be directed toward helping the teacher succeed in his/her respective assignment.
- B. Each year all teachers will submit one goal to his/her immediate supervisor by September 30. A Goal Identification Sheet will be provided. (See Appendix A)
- C. Prior to the commencement of the formal evaluation process, those administrators who will have responsibility for evaluating bargaining unit members shall schedule and hold a conference with the teachers scheduled to be evaluated for purposes of reviewing the evaluation process and procedures and providing a copy of the Staff Appraisal Program document.
- D. During the classroom observation, under Section F below, the evaluator will:
 - 1. Be familiar with the teacher's abilities and background.
 - 2. Have a general understanding of the background and abilities of the pupils in the class to be observed.
 - 3. Attempt to enter the room before the work of the class begins and/or observe a lesson in its entirety.
 - 4. If appropriate, move about the room to get a clearer idea of what work is involved and what is taking place.

5. Make notations during the observation or record them immediately after the observation period.
- E. Prior to issuing a formal, final evaluation, a final conference will be held with the teacher to:
1. Receive a copy of the evaluation.
 2. Discuss the evaluation on a step-by-step basis.
 3. Allow the teacher the opportunity to review the evaluation, and return comments (written) within three school days following the conference.
 4. Have the teacher sign and date the evaluation. The teacher's signature indicates that s/he has read the evaluation.
 5. Final conference for probationary teachers should occur by the first week in March.
 6. Final conference for tenured teachers should be completed by May 30.
- F. For a formal, written evaluation of a classroom teacher, at least one classroom observation of 25 minutes or more in duration (unless a shorter period of time is mutually agreed upon) shall take place.
- G. The evaluation process shall be completed prior to May 30.
- H. All monitoring or observation of a teacher shall be conducted openly and with full knowledge of the teacher.
- I. It shall be the objective of the administration to provide professional assistance to the teacher in the form of consultation following evaluation.
- J. Tenured teachers shall be evaluated at least every third year at a mutually agreed upon time. Any teacher can request an evaluation at any time.
- K. Each teacher shall have the right upon request to review the contents of his/her personnel files. S/he shall have the right to have an Association representative accompany him/her in such review. Privileged information, such as confidential credentials from universities and other items relating to personal references normally sought at the time of employment, are specifically exempt from such review.
- L. The same basic evaluation procedure and process will be used for all teachers. Presently, said procedure is the Staff Appraisal Program as summarized below.

Probationary Teacher Tenured Teacher

1. New teacher coach identified and program initiated (See guidelines/expectations).
 2. Teacher/coach yearly plan developed and submitted to building principal/supervisor by September 30.
 3. Principal/supervisor meets with probationary teachers (and coach, if necessary or requested) to review district evaluation plan.
 4. By November 1, the principal or supervisor meets with the probationary teacher and his/her coach to assist in goal setting.
 5. Evaluation deadline: First week in March.
 6. Year two - repeat the process. Successful evaluation will lead to a tenure recommendation.
1. Annual goal filed with principal by September 30.
 2. Formal evaluation every three years. Annual goal incorporated into the formal evaluation process. No separate goal needed in that year.
 3. Principal/supervisor meets with all tenured teachers to be evaluated before October 15).
 4. Goal-setting conference deadline: November 1.
 5. Final appraisal conference and evaluation deadline: May 30.
 6. Unresolved problem areas will require administration implementation of the required procedures outlined in Part I of the Staff Appraisal Program.

Assistance Plan

1. Staff member is identified through Minimum Performance Expectations (Part I) or Improvement of Instruction (Part II) of the Staff Approval Program.
2. Required administration procedures are implemented.
 - a. Informal meeting as outlined in administrative procedures.
 - b. Three-level improvement program if no resolution is reached in "A". (See addendum to Part II of Staff Appraisal Program).

Staff Self-Improvement/
Re-Training Plan

1. Annual goal filed with supervisor or building principal by September 30.
2. Staff member asks to meet with supervisor/principal to discuss identified goal. (Check box or goal sheet to indicate a need to meet).
3. Both parties discuss appropriateness of goal and opportunities for staff member to attend conferences or workshops directly related to identified goal.
4. Individual plan developed regarding training. Reporting system set in place.
5. Request for training submitted to Assistant Superintendent for Curriculum and Personnel for consideration by October 31.
6. Following approval, a final report by the teacher is due May 30. Copies submitted to supervisor or principal and assistant principal.

- M. Should a probationary teacher feel that s/he has been unjustly evaluated, s/he may present his/her case to the Superintendent and/or the Board of Education. It is understood that probationary teachers may grieve the content of any evaluation only through the Board level of the grievance procedure, but not beyond. However, a probationary teacher may grieve procedure violations through Step 4 of Article XXVII. Each teacher shall have the right upon request to review the contents of his/her personnel files. S/he shall have the right to have an Association representative accompany him/her in such review. Privileged information, such as confidential credentials from universities and other items relating to personal references normally sought at the time of employment, are specifically exempt from such review.

ARTICLE XIX

PROFESSIONAL BEHAVIOR

- A. Teachers shall comply with reasonable written rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement. Teachers shall comply with verbal directions and orders of the Board or its representative provided that a teacher may reasonably refuse to carry out an order which threatens his/her physical safety or well being.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. In addition to the normal disciplinary actions to be taken by the administration for breaches of proper performance by the teacher, such breaches which may relate to the Code of Ethics shall, with the agreement of the teacher, be promptly reported to the Association. The Association will use its best efforts to correct breaches of professional behavior.
- C. A teacher shall, at his/her request, be entitled to the presence of an Association representative when called to the office of an administrator for the intended purpose of being officially reprimanded or disciplined regarding any infraction of rules or delinquency in teaching performance.
- D. No teacher shall be disciplined or reprimanded without just cause. Any such discipline, including adverse evaluation of teacher performance that is without just cause, asserted by the Board or representative thereof, shall be subject to the professional grievance procedure hereinafter set forth, except as provided in Article XXVII, Section H. Upon request of the teacher, all information forming the basis for disciplinary action will be made available to the teacher and the Association.
- E. Each teacher must assume the responsibility for filing his valid Michigan teaching certificate or other document indicating same with the Superintendent of Schools within fifteen (15) days after the first day of school. The Superintendent will notify the teacher in question prior to the fifteen-day limit. Such teacher must file with the Superintendent of Schools in addition to a valid Michigan teacher certificate, an up-to-date transcript of credits or a dated copy of a letter requesting that such transcript be forwarded directly to the Superintendent. Failure to file this certificate, transcript or letter may result in withholding pay until such filing has been completed or other appropriate action.
- F. In order to provide continuing health protection for students and other school personnel it shall be the policy of the Saline Area Schools that:
1. Upon initial employment each teacher shall provide by certification evidence of freedom from active tuberculosis.

2. At least every three years thereafter the employee will show evidence of his continued freedom from active tuberculosis by either a tuberculin skin test or a chest x-ray in accordance with state regulations.
 3. Failure to comply with Paragraphs 1 or 2 of this Section shall result in appropriate action being taken, including possible withholding of pay until said paragraphs have been complied with.
- G. Teachers shall refrain from discussing collective bargaining of the local Association and Association grievance matters with pupils.

ARTICLE XX

TEACHER IMPROVEMENT

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, and participation in community educational projects.
- B. The Board and the Association recognize the need for the continuing professional improvement of the teaching staff. It is further recognized that enhancement in instructional techniques and advanced study of curricula results in improved student outcomes. To that end the Board recognizes the importance of continual training of teachers by their participation at local, regional, state, and national educational conferences, workshops, conventions, and seminars.
1. In order to qualify for reimbursement, the teacher must apply in advance for a Teacher Improvement Day. Each teacher is eligible to request reimbursement for up to 1% of the appropriate B.A. Base (Paid on either the Probationary or Tenure scale)

1998-99	1999-2000	2000-01
Probationary: \$318.00	Probationary: \$326.00	Probationary: \$336.00
Tenure: \$343.00	Tenure: \$352.00	Tenure: \$363.00

2. Money from Teacher Improvement Days cannot be used in conjunction with Professional Days.
3. All conference/workshop/seminar requests must be related to the District's current and future educational programs.
4. Forms (attached) will be available in the office of each building. Requests need to be submitted to the building principal one (1) week in advance of the event. Requests to attend workshops, etc. in the summer may be submitted directly to the Personnel Office if the building principal is not available.
5. If requesting advance registration, the accounts payable deadline dates (attached) will need to be followed. Attach the conference registration form to the Teacher Improvement request form and submit it with a purchase order to the building principal for processing. Advance registration checks can only be made payable to vendor.

6. When requesting reimbursement, submit all receipts for expenses attached to a purchase order to the building principal for processing. No reimbursement may be authorized without appropriate receipts/vouchers.
 7. Allowable expenses are limited to: mileage, meals, lodging, conference fees, and supplies up to \$50.
 8. Teacher Improvement Days do not have to be used before Professional Days can be requested.
 9. Everyone has two (2) Teacher Improvement Days and 1% with three (3) accesses to the system to attain full utilization of the system. The 1% could be used for credit or other expenses that meet the defined criteria in the contract Article XX Section C.
 10. Graduate credit earned using Teacher Improvement funds may be applied toward the masters or masters plus 30 credits. All applications must be received in the Personnel Office and be approved prior to the course work.
- C. Approval may be contingent on substitute availability. Every effort will be made to provide proper substitute coverage.
- D. No more teachers shall be approved at the building or district level than the effective, efficient operation of the building/district will allow. Special arrangements may be worked out by the Association and the Administration to accommodate special circumstances, e.g., building closure.

ARTICLE XXI

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for Psychotherapy. Whenever, upon evaluation, it appears that a particular pupil requires the attention of special counselors, social workers, law-enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupils.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may, within reason, use such force as is necessary to protect himself/herself from attack or to prevent injury to another student .
- C. A teacher may exclude a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident.
- D. Suspension of students from school may be imposed only by a principal or his/her designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents

when warranted. Transfer of the student to another teacher, or other measures, short of suspension, will first be exhausted.

- E. Any case of assault upon a teacher in performance of assigned duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law-enforcement and judicial authorities
- F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- G. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.
- H. Teachers shall be given a copy of any material which is evaluative in nature which is placed in their personnel file. Materials which are exempt from disclosure are not subject to this provision.

ARTICLE XXII

REDUCTIONS IN PERSONNEL

- A. Should changes in student population or other conditions result in general reduction in the number of teachers employed by the Board, the Board will retain as nearly as possible those teachers having the longest professional service in the district from the last date of hire, valid teaching certificates and qualified to staff the position(s) still available, subject to the provision(s) of the Tenure Act. By definition, qualified shall mean: (1) major or minor I.E. academic preparation; or (2) applicable North Central Association of Secondary Schools Accreditation rules; or (3) successful teaching experience in the Saline Schools at the level or subject area.
- B.
 - 1. Should the Board determine that a reduction is necessary, it shall, in connection with the previous paragraph, provide the Association with a list of bargaining unit members indicating their professional service in the District, from their last date of hire.
 - 2. Upon request, the Association will be given an opportunity to meet with the administration and discuss program reductions and bargaining unit members impacted by the reductions.
 - 3. Under normal circumstances, teachers being laid off shall be given at least thirty (30) calendar days notice prior to the effective date of layoff.
- C. While it is understood that the Board's obligation to pay salary and fringe benefits pursuant to the individual teacher contract or this agreement will cease if a teacher is laid off or terminated under this section, it is agreed that a teacher who teaches the school year and is then laid off for the following school year will have his/her insurance premium payments being made by the Board continued during the months of July and August.
- D. Teachers 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 positions available. (See also Article XI, Section 2b). Notification of recall shall be in writing by certified mail to the teacher's last known address. If a teacher fails to accept an offer of re-employment within five (5) days from date of receipt of notification the teacher shall have no further rights of

reinstatement. It is the teacher's responsibility to keep the Board informed of his/her address and telephone number during the summer months. It is understood that no new teachers will be hired until teachers eligible for recall as provided in this Section D and in Sections E and F below have been recalled as provided herein.

- E. For the purpose of this Article, length of professional service in the District, shall be measured in semester units from the last date of hire in a professional position in the District. When a person does not work an entire semester, credit will be given for the semester if the person works for half or more of the semester. Time spent on layoff, health leaves, maternity leaves, child care and personal leaves shall not count as time worked while time spent on sabbatical, peace corps, teacher corps, NEA president, MEA president, WLEA president and public offices leaves will be considered time worked.
- F. The Board shall have no obligation to recall any probationary teacher who has been on layoff over 12 months from the date the layoff became effective.

ARTICLE XXIII

CONTINUITY OF OPERATIONS

- A. During the term of this Agreement, the Association shall not authorize, cause, engage in, or sanction any strike, picketing, sanction, or refusal to perform the duties of employment by any teacher or teachers and no teacher shall cause or participate in a strike, picketing, or refusal to perform the duties of his or her employment.
- B. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God and nothing shall require teachers to report for work in such circumstances.

In the event additional make-up days are required beyond those designated as potential make-up days in Schedule A (Calendar) such days will be added at the end of the school year.

ARTICLE XXIV

PROFESSIONAL COMPENSATION

- A. The base salary for the 1998/99 school year shall be \$31,841. Said base salary for the 1999/00 school year shall be \$32,668 and for the 2000/01 school year the base salary shall be \$33,551. (See Salary Schedule B)
- B. Effective July 1, 1995, new teachers shall be given full credit up to and including one (1) year of previous teaching experience. Additional experience up to five (5) years may be given at the sole discretion of the Superintendent and not subject to grievance procedure. Provisions of this section shall not be retroactive nor subject to any grievance procedure.
- C. During the term of this Agreement, the following longevity provisions shall apply:
 - 1. For those teachers hired prior to February 1, 1985 who were receiving a longevity payment on June 30, 1984, said teachers shall be eligible to receive one additional step at the appropriate time, said longevity payment to be a percentage of the current salaries, i.e., a teacher receiving a 5% longevity payment on June 30, 1984, shall be eligible to receive a 10% longevity payment after 20 years of service with the District; a teacher receiving a 10% longevity payment on June 30, 1984 shall be eligible to receive a 15% longevity payment after 25 years of service with the District, etc.

2. For those teachers hired prior to February 1, 1985, who were not receiving a longevity step as of June 30, 1984, said teachers shall be eligible to receive a longevity payment of 5% of current salaries after said teacher has served in the School District for 15 years.
 3. For those teachers hired after February 1, 1985, said teachers shall be eligible to receive a longevity payment of 5% based on their salary schedule base salary, after said teacher has served in the School District for 15 years.
- D. The Salary Schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement.
- E. Effective the beginning of the 1998/99 school year, the negotiated hourly rate shall be \$19.07. Effective the beginning of the 1999-00 school year, the negotiated hourly rate shall be \$19.55. Effective the beginning of the 2000-01 school year the negotiated hourly rate shall be \$20.04.
- F. Teachers involved in extra duty assignments set forth in Schedules B-1 and B-2, which are attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed schedules without deviation.
- G. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance based on IRS rates. The same allowance shall be given for use of personal cars for field trips or other business of the District. The Board shall provide property damage liability insurance protection for teachers when their personal automobiles are used as provided in this Section.
- H. A minimum of seven months of full-time teaching in the Saline School System within one school year (September-June) shall be considered as one year's experience.
- I. Full-time teaching of any two consecutive semesters shall constitute one year's experience. Placement on the salary schedule shall be considered on a semester basis.
- J. Additional Academic Hours: Returning teachers and teachers who have completed the preceding academic school year (seven months) who plan to receive advanced degrees or complete work which will necessitate a change in their placement on the salary schedule, from the B.A. to the M.A., or from the M.A. to the M.A. plus 30, shall notify the administration in writing before June 1 of the current school year of their intent to complete the hours necessary for their advancement on the salary schedule. These hours must be completed and a verification sent to the Superintendent or designee prior to the start of the school year. Failure to comply with the above will result in the teacher remaining on the same salary schedule as the teacher was on in the preceding school year.
- K. The parties agree that any error made by the administration in placing teachers on the proper step of the salary schedule shall be adjusted either for the benefit of the teacher or the School District as soon as practicable after the error has been identified. Any underpayment by the School District shall promptly be recovered to bring the teacher to his/her proper placement on the salary schedule or to make him/her whole for any underpayment not pertaining to placement on the salary schedule. Any overpayments of whatever nature will be recovered in equal installments over the pay periods remaining in the year in which the overpayment was made. If, however, the overpayment is significant, repayment shall be made in not to exceed 18 months.

No interest of any kind shall be paid by the employee to the School District or by the School District to the employee for any overpayment/underpayment.

Any errors of overpayment or underpayment not discovered by one party and/or brought to the attention of the other party in writing within two (2) years of the date of the last overpayment/underpayment shall be null and void. In such cases, corrections shall be made to avoid future errors even through no money shall be paid by either party to compensate for those errors.

- L. All teachers kindergarten through sixth grade new to the Saline School system, shall be required to complete, at their own expense, a course at the graduate level in reading content. All elementary teachers new to the Saline School system desiring to advance on the salary schedule to the M.A. or M.A. plus 30 schedule must meet the same requirements.
- M. In the event the District assigns (in writing) a psychologist, counselor, media specialist, transition consultant, student assistance coordinator, reading consultant or co-op coordinator to perform his/her regular duties in addition to the teacher's regularly scheduled work year (i.e., prior to or following the completion of), said person shall be paid his/her daily rate of pay. At least two-week notice of said assignment shall be given, unless a shorter notice is mutually agreeable.
- N. By mutual consent, the district may offer employment to any bargaining unit member to perform his/her regular duties in addition to the teacher's regularly scheduled work year, (i.e., prior to or following the completion of). In such case, said person shall be paid his/her daily rate of pay.
- O. Staff Development (Training) - The district may offer any teacher the opportunity for additional training beyond the regular teacher calendar for the purpose of staff development. The rate of pay will be \$100.00 per day. The number of days to be offered each teacher will be determined by the Board of Education.
- P. Summer Employment - Teaching staff employed during the summer for the purpose of program development or curriculum revision shall be paid at the negotiated hourly rate.

ARTICLE XXV

INSURANCE PROTECTION/PROFESSIONAL BENEFITS

The Board agrees to furnish to all teachers the following insurance protection. The Board and the Association also agree to work together in committee form over the term of this Agreement to investigate health care alternatives, cost reduction methods, cost containment programs as well as to seek economic considerations from the present carrier.

- A. The Board shall provide without cost to the teacher, group life insurance protection which shall pay to the teacher's designated beneficiary the sum of \$15,000 upon death.
- B. The Board will pay the premiums at no cost to the employee to provide MESSA Super Med I with MESSA Care Rider for each full-time teacher electing such coverage. Insurance benefits for part-time teachers will be pro-rated.

Teachers not choosing to elect the Hospital-Surgical Health Insurance option, at the beginning of each school year, for the life of this Agreement, may receive, in lieu thereof, additional compensation.

- 1. Each participant who elects to waive coverage, at the beginning of each school year, for the life of this agreement, may choose cash in lieu of health coverage in the amount of \$3,100.00, to be added to salary.

2. Said cash in lieu of will be applied on a pro-rated basis for part-time teachers based on the amount of premium actually paid by the Board. If there are changes in family conditions, e.g., death or divorce, which result in a loss of health coverage to a teacher not originally choosing the health insurance option, the affected teacher may elect to take the health insurance provided by the Board.
- C. The Board shall pay the premiums to provide MESSA Dental Plan C with an O-1 orthodontic rider for each teacher who elects this plan for the life of this Agreement. Effective January 1, 1987, the dental plan co-payments will be increased from 50/50/50 to 60/60/60 (\$1000 maximum Class III benefit).
 - D. Effective July 1, 1987, the Board shall pay the premiums to provide MESSA VSP2 for each teacher who elects this plan for the life of this agreement.
 - E. The above coverage is subject to the terms and conditions of the individual insurance policies. Unless specified otherwise, insurance coverage shall continue until a teacher terminates his employment with the Board.
 - F. The Parties to this Agreement also agree that the Board shall have the right to change health, dental and/or vision insurance carriers, to self-fund either or both programs or to make other related adjustments subject to agreement by the Washtenaw Livingston Education Association, the Saline Education Association and the Saline Board of Education.
 1. The new coverage shall be equal to or better than the existing coverage.
 2. The cost savings shall be significant enough to warrant the obvious disruption in changing carriers.
 - G. The undersigned parties hereby agree that the number of Tax Sheltered Annuity (TSA) carriers shall be capped at twenty-two (22) carriers. In order for a new carrier to be added to the list of approved carriers, that carrier must present five (5) executed/completed applications from bargaining unit members prior to being granted approval.

A carrier shall be removed from the approved list when there are no bargaining unit members involved in that TSA program for thirty (30) calendar days.

The enrollment periods for adding, dropping, changing carriers and all other changes shall be the months of January, July and September.

ARTICLE XXVI

SPECIAL TEACHING ASSIGNMENTS

- A. Assignments for the adult education, driver education, vocational agriculture, and summer school programs will be made by the Board on the basis of preference to teachers possessing permanent certificates regularly employed in the District during the normal school year. No teacher shall be required to work a split shift or to teach less than two (2) hours in any summer school program. Payment for the summer vocational agriculture program will be based on a standard seven and one-half (7-1/2) hour school day. Payment shall not exceed the actual hours worked. Teachers shall not be compensated for teaching in any such programs at not less than their hourly rate, as set forth in Article XXIV, Section E. Summer school pay for Mathematics and Reading classroom time shall be calculated as follows:

1. A teacher teaching class for one hour shall receive one-half hour of additional preparation time.
 2. A teacher teaching class for two hours shall receive one hour additional of preparation time.
 3. No teacher shall be required to teach more than two hours of summer school.
 4. The above summer school provisions do not apply in the event the "year round" school concept is adopted and implemented.
- B. The Board will endeavor at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call at least two hours prior to the starting time of the building to which they are assigned to report an absence. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- C. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such teacher simultaneously. A teacher shall receive as compensation for such efforts the stipend paid by the teacher training institution.
- D. No bargaining unit member who is placed in a position other than as a classroom teacher shall be deemed to be granted continuing tenure in such position by virtue of this contract or any individual contract of employment but shall only be able to gain tenure as a classroom teacher (if the Tenure Act so provides).
- E. Bargaining unit members who are not covered by the provisions of the Michigan Teachers' Tenure Act, i.e., are not eligible to gain tenure, shall be subject to a probationary period of two years of service with the District (i.e., four full semesters) during which time they shall be considered probationary or non-tenure teachers under the terms of the collective bargaining agreement. Upon successful completion of the probationary period, it is understood that said person shall be evaluated as a tenure teacher although it is specifically understood that said employee is not being granted (teacher in position), but rather, it is specifically withheld. Bargaining unit members who have already held such position for two complete years shall be deemed to have completed their probationary period.

ARTICLE XXVII

GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement may be processed as a grievance as hereinafter provided.
- B. Any teacher having a complaint or grievance may discuss the matter with the school principal during non-teaching hours, or other mutually agreeable times, with the object of resolving it informally, provided; however, no grievance shall be adjusted inconsistent with the terms of this Agreement nor shall any grievance be adjusted without giving an Association representative the opportunity to be present at such adjustment. In the administration of the grievance procedure, the sole responsibility of the Association shall be the interests of the teacher.
- C. In the event a matter is not satisfactorily resolved in Section B, above, and it is a grievance, the following procedure shall be followed:

1. First Step. The grievance shall be reduced to writing within the five (5) school days after discussion with the principal, and in any event not later than fifteen (15) school days after the occurrence of the alleged violation on the form set forth in Schedule C, signed by the grievant and a representative of the Association, and delivered to the principal or supervisor.
 - a. Within five (5) school days of receipt of the grievance, the principal or supervisor shall meet with the grievant and the representative of the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the grievant and the Association.
2. Second Step. If the Association is not satisfied with the disposition of the grievance, it may, within two (2) school days after receiving the decision of the principal, appeal the grievance to the Superintendent. The appeal shall be in writing.
 - a. Within five (5) school days after receipt of the appeal, the Superintendent or his designees shall investigate the grievance, including giving the aggrieved teacher and an Association representative a reasonable opportunity to be heard and render his decision in writing. A copy of his decision shall be delivered to the teacher involved and the Association representative.
 - b. If the Association is not satisfied with the disposition of the grievance by the Superintendent, it may, within five (5) school days, appeal to the Board of Education. The appeal shall be in writing, filed with the Secretary of the Board or other designee of the Board, and shall contain the reasons for the appeal and a copy of the Superintendent's decision in the Second Step.
3. Third Step. At the next regularly scheduled Board meeting, the Board President shall appoint a committee to hear the grievance. The Committee shall, within ten (10) school days, meet with the grievant(s) and:
 - a. Suggest that grievance be returned to Second Step and settled if appropriate. If parties do not agree to this, continue with the following:
 - b. Determine and agree on issue(s) of grievance(s) that is/are to be presented at hearing.
 - c. Agree on an outline and agenda of each party's presentation at hearing.
 - d. Agree on who will make presentation at hearing. Presentations will be limited to persons so identified.
4. Fourth Step. The Board hearing shall then be at the next regularly scheduled Board meeting after the third step meeting. The Board, or its designated representative, shall investigate the grievance. A committee representative is appointed to outline hearing procedure and hearing agenda for all present.
 - a. Board President appoints hearing officer.

- b. Hearing officer outlines:
 - 1. Hearing Procedure
 - 2. Contractual issues to be considered.
 - 3. Agenda of presentations.
 - 4. Identifies participants.
- c. Representatives of Association and representatives of Administration make presentations.
- d. Board members ask questions pertaining to items brought forth in presentations (but no other issues).
- e. The Board shall render its decision in writing within ten (10) school days after holding a hearing on the appeal. A copy of the Board's decision shall be delivered to the teacher involved, to the Association, and to the School Superintendent.

5. Fifth Step.

- a. If a grievance is not satisfactorily adjusted, and if it involves an alleged violation of a specific Article or Section of this Agreement, the Association may, within five (5) days after the decision in Step Four is rendered, submit the grievance to arbitration. Grievances which do not involve alleged violations of a specific Article or Section of this Agreement may be processed through Step Four, but will not be arbitrable.
- b. The submission to arbitration shall contain a statement of the issues to be arbitrated and references to the specific Article and/or Section allegedly violated. Parties shall attempt within ten (10) school days after the receipt of the notice of submission, to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. It shall be the function of the arbitrator, after due investigation, to make a decision in writing and to set forth his findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator's decision shall be rendered not later than thirty (30) days from the date of the closing of the hearing, or if oral hearings have been waived, then from the date final statements and proof are submitted to him, and shall be final and binding upon the Association, its members, all employees covered by this Agreement, and the Board. The arbitrator will be without power or authority to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, nor shall he make any decisions which require the commission of an act prohibited by law.
- d. The cost for the services of the arbitrator, including per diem expenses, shall be borne equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.

D. Any appeals not processed within the applicable time periods shall be considered settled on the basis of the last answer given by the respective school authority. Any grievance

not answered by the respective school authority within the prescribed time limits (unless extended in writing) will be automatically referred to the next step of the grievance procedure.

- E. If back pay for any reason is awarded as the result of any grievance disposition, such back pay shall be paid to the grievant pursuant to Article XXIV, Section K.
- F. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
- G. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 14th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as is possible.
- H. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - 1. The termination of services or failure to re-employ any probationary teacher.
 - 2. The placing of a non-tenure teacher on a third year of probation.
 - 3. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act 4, of Public Acts, Extra Session, of 1937 of Michigan, as amended).
- I. Initiation of grievances other than at Level One shall be by mutual consent of the parties.
- J. Notwithstanding the expiration of this Agreement, any grievance reduced to writing prior to the expiration of this Agreement may be processed through the grievance procedure until resolution. Any grievance not reduced to writing prior to the expiration of this Agreement may not be processed.

ARTICLE XXVIII

CURRICULUM ADVISORY COUNCIL

- I. Design
 - A. Secondary
 - 1. Department would be responsible for curriculum development 7-12.
 - 2. Department chairs would be designated as the contact persons.
 - B. Elementary
 - 1. Grade levels would be responsible for each core curricular area.
 - 2. All other elementary curricular areas would be done by staff in that particular subject area but on a district level.
 - 3. Grade level chairs would be designate as the contact person.

II. Membership

A. Secondary

1. Departments would include all staff teaching a subject in that core curricular area.
2. Other members could be consulted on an Ad Hoc basis (i.e., spec ed./voc. Ed./able learners).
3. Department chairs will facilitate the curriculum process.

B. Elementary

1. All teachers will be responsible for developing and implementing curriculum at their respective grade levels.
2. Other members could be consulted on an Ad Hoc basis (i.e., spec. ed./voc. ed./able learners).
3. Grade level chairs will facilitate the curriculum process.

III. Role

- A. To review and update curricular area as designated.
- B. To assure curriculum alignment.
- C. To develop goals/objectives to achieve adopted outcomes.
- D. Submit curriculum revisions to the Subject Review Group (SRG).
- E. To disseminate all FINAL/ADOPTED curriculum revisions to department/grade level chairs at all other levels.

IV. Procedures

- A. Regular grade level and department meetings will be set to facilitate the process.

SAMPLE

- 1ST Wednesday – Dept./grade level chairperson meetings (bldg. wide)
- 2nd Wednesday – Dept./grade level meetings (bldg. level)
- 3rd Wednesday – Building staff meetings
- 4th Wednesday – Inter-dept./grade level meetings (district wide)

- B. Minutes – All meetings would produce minutes that would be disseminated to committee members, building principal and associate superintendent for curriculum.

ARTICLE XXIX

COLLABORATIVE BARGAINING

- A. Negotiations will be over a successor agreement, in accordance with the procedures set forth herein and mutually developed in a good-faith effort to reach agreement concerning teachers' salaries, hours, and other conditions of their employment. Any agreement so negotiated shall apply to all teachers and shall be reduced to writing and signed by the Board and the Association.

- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- C. If the negotiations described in this Section have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.
- D. This Agreement shall constitute the full and complete commitments between both parties. Therefore, the Board and the Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement or with respect to any subject or matter not specifically covered in this Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this Agreement. It is understood, however, that upon mutual agreement, conferences may be arranged to discuss problems arising under this Agreement.

ARTICLE XXX

MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement shall be proofread by the Association before being printed at the expense of the Board and presented to all teachers now employed, or hereafter employed, by the Board. The Association will be provided with thirty (30) extra copies.
- E. Fund Equity - The Association recognizes that an adequate Fund Equity is a critical factor in the financial stability of the school district and further commits its support to the Board efforts in this regard.

ARTICLE XXXI

TEACHER MENTOR PROGRAM

- A. District Teacher Coach/Consulting Teacher Selection Team:
 - 1. Two administrators and two teachers will form the District Selection Team to review for the teacher coach/consulting teacher positions.

2. The number of positions will be determined by the projected number of new staff to be hired and the number of teachers involved in the consulting teacher program.
3. Applications (accompanied by criteria and information regarding the number of positions needed) will be made available to all staff. Selections will be made as soon as possible. All applicants will be contacted by mail regarding District Selection Team decisions.
4. Teacher coaches/consulting teachers will receive orientation in coaching expectations provided by the District Selection Team.

B. Teacher/Coach Responsibilities (FIRST YEAR)

1. Introduce new teachers to all affected staff.
2. May attend new teacher orientation with new teacher. (The two days attendance equals 1% of the stipend.)
3. Attend teacher evaluation preparation with new teacher. Assist with developing Individualized Development Plan.
4. Become familiar with the new teacher's background, college courses and previous teaching or work experience.
5. Develop a plan with new teacher for each semester:
 - a. Assist with developing lessons/set a calendar of meeting dates.
 - b. Review grade level curriculum.
 - c. Professional Days (a total of 4 are allotted).
 - 1) Coach will assist teacher in locating relevant staff development activities to attend.
 - 2) Coach will arrange for new teacher to observe within or outside the district in an area of interest or need.
 - 3) Other uses as determined by coach/teacher/administration.
6. File a copy of the plan with the building principal.
7. Keep appropriate documentation of the years' activities which is due in the building principal's office by May 30 each year.
8. Evaluate program/make suggestions for improvement.

C. Teacher/Coach Responsibilities (SECOND YEAR)

1. Set a definite calendar of meeting dates for the year. (Once a week/15 minutes minimum is suggested.)
2. May attend teacher evaluation preparation with new teacher. May assist with developing Individualized Development Plan.

3. Develop a plan for follow-through on staff development activities identified in FIRST YEAR plan:
 - a. Continue to assist with lesson plan (if needed).
 - b. Address curricular needs - if they arise.
 - c. Professional Days (total of 2).
 - 1) Locate follow-up staff development activities.
 - 2) Arrange for class observations.
 - 3) Use for program development/curriculum needs.
 4. File a copy of the plan with the building administrator.
 5. Keep appropriate documentation of the years' activities which is due in the building principal's off by May 30.
 6. Evaluate program/make suggestions for improvement.
- D. Teacher/Coach Responsibilities (THIRD YEAR)
- Same as second year, with the exception that meetings and interventions would be on an as needed basis.
- E. Teacher Coach Responsibilities (FOURTH YEAR)
- Same as second year, with the exception that meetings and interventions would be on an as needed basis.
- F. Miscellaneous Provision:
1. Stipend - A first year coach will receive 3.5% of the B.A. base in the first year. The stipend for the second year is 1.5%. It is assumed that the second year should not require the same amount of time. Teachers who have already been granted tenure elsewhere in the State of Michigan will serve two years of probation and therefore, only require a coach for one year. If the new teacher demonstrates satisfactory performance, there will be no additional stipend for the third and fourth years.
 2. If the new teacher needs the assistance and added support of a formal improvement plan, a 1.5% stipend will be initiated for the teacher who is assisting from the time the improvement plan is in place.
 3. The Administration and the Association will mutually agree upon the mentor who will be assigned to assist in the improvement plan.
 4. Assignments - It is possible for two staff members to share the teacher/coach responsibilities for a new teacher. Arrangements for sharing the stipend would need to be addressed with the parties involved. One of the staff members would need to assume PRIMARY RESPONSIBILITY for scheduling meetings, etc.

ARTICLE XXXII

CALENDAR/TRAINING DAYS

- A. The school calendar of teacher contract days will be constructed based on the following guidelines:
1. The configuration of days in the calendar should have a positive effect on student outcomes.

2. The scheduling of contracted days should be sensitive to the needs of the community.
 3. Consideration is given to a common calendar with the instructional consortium and the county.
- B. The school calendar will contain:
1. 181 instruction days in 1998-99.
 2. 181 instruction days in 1999-2000.
 3. 182 instruction days in 2000-01.
- C. Each school calendar will contain two (2) records days.
- D. The school calendar will contain:
1. 4 voluntary training days in 1998-99.
 2. 3 voluntary training days in 1999-2000 and 2000-01.
- E. For each additional day, a teacher will receive a training day rate equal to 1/185 of his/her individual contract. At the end of this contract, the parties may, by mutual agreement, delete the three training days or incorporate them into the subsequent agreement.
- F. Training days will be paid in separate off-line check/checks. Check dates will be agreed upon with the SEA.
- G. The following shall confirm our understanding relative to the procedure for the last day of school (Records Day) listed in the Master Agreement, Schedule A.

IT IS AGREED TO AND UNDERSTOOD by the Association and the Administration, that teachers who have fulfilled all the obligations in terms of records, grades, and necessary procedures for ending the school year, as set forth by the building principal, may be excused in writing by said principal, from attending all or part of Records Day.

ARTICLE XXXIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1998 and shall continue in effect until the 30th day of June, 2001. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative the day and year first above written.

BOARD OF EDUCATION
Saline Area Schools

By: _____
Jack Ceo, President

By: _____
Donald Terry, Secretary

WASHTENAW LIVINGSTON EDUCATION ASSOCIATION

By: _____
President, WLEA

By: _____
David Vargo, President, WLEA/SEA

SCHEDULE A
1998/99 CALENDAR

August 17-20	Saline 4-Day Quality Learning Training
August 21	Teacher's WorkDay
August 26, 27, &28	New Staff Orientation
August 31	Classes Begin - All Day Kindergarten Orientation - All Day
September 7	No School - Labor Day Holiday
October 21 & 22	Evening conferences for Kindergarten
October 23	End of First Marking Period (39 Days Students, 40 Days Teachers)
November 5	Kindergarten A.M. In Session, P.M. Does Not Attend Grs. 1-12 Students attend A.M. only - P.M./Evening conferences
November 6	No School - District North Central Accreditation
November 10	Evening Conferences for Kindergarten
November 26 & 27	No School - Thanksgiving Recess
November 30	Evening Conferences for Kindergarten
December 18	Last Day before Winter Recess
January 4	School Resumes
January 14	Grs. K-6 Students attend all day Grades 7-12 Semester Exams Grades 7-12 Students A.M. Only - Teachers All Day
January 15	Grs. K-6 Attend All Day Grades 7-12 Semester Exams Grades 7-12 Students A.M. Only - Teachers All Day End of Second Marking Period (47 Students/ 49 Teachers)
January 18	Records Day - No Students - Martin Luther King Day
February 12 & 15	No School - Great Americans' Holiday
February 25	Kdg. - A.M. in Session- P.M. Does Not Attend Grs. 1-6 Students Attend A.M. Only - P.M./Evening Conferences Grs. 7-12 Attend All Day
February 26	Kdg. - A.M. in Session - P.M. Does Not Attend Grs. 1-6 Students and Teachers A.M. Only Grs. 7-12 Attend All Day

March 19	End of Third Marking Period (42 Days)
March 26	Last Day Before Spring Break
April 5	School Resumes
May 31	No School - Memorial Day
June 9	Kindergarten - A.M. in Session, P.M. Does Not Attend Grades 1-12 Students A.M. Only Grades 7-12 Final Exams
June 10	Kindergarten - P.M. Attends in A.M., A.M. No School Grades 1-12 Students A.M. Only Grades 7-12 Final Exams Elementary Report Cards End of Final Marking Period (53 Days)
June 11	Records Day - No Students (Students 53/Teachers 54)

**** Snow Day Make-Up will be scheduled at the end of the school year.**

181 Students Days

189 Teacher Contract Days

SCHEDULE B

TENURED SALARY SCHEDULE

*Year 3 reflects one (1) additional instructional day.

B.A.

Step #	(2.5 % inc.)	(2.5 % inc.)	(3.0% inc.)
	Year 1 1998-99	Year 2 1999-00	Year 3 2000-01
1	\$34,390	35,250	36,307
2	36,220	37,126	38,240
3	38,231	39,187	40,363
4	40,064	41,066	42,298
5	42,790	43,859	45,175
6	45,676	46,818	48,222
7	48,725	49,944	51,442
8	52,326	53,634	55,243

M.A.

Step #	(2.5 % inc.)	(2.5 % inc.)	(3.0% inc.)
	Year 1 1998-99	Year 2 1999-00	Year 3 2000-01
1	\$39,506	40,493	41,708
2	41,337	42,371	43,642
3	43,593	44,683	46,024
4	46,955	48,129	49,573
5	49,889	51,136	52,670
6	52,727	54,045	55,667
7	56,253	57,659	59,389
8	60,423	61,933	63,791

M.A. + 30

Step #	(2.5 % inc.)	(2.5 % inc.)	(3.0% inc.)
	Year 1 1998-99	Year 2 1999-00	Year 3 2000-01
1	\$41,271	42,302	43,571
2	43,833	44,929	46,277
3	46,586	47,751	49,183
4	49,844	51,090	52,622
5	52,573	53,888	55,504
6	56,099	57,502	59,227
7	59,617	61,108	62,941
8	63,948	65,546	67,513

1. The Association and the Board mutually agree that deviations in the schedule will be allowed only with the agreement of the Association. In such instances where this becomes necessary, it is agreed that the deviation is not to exceed five steps above where the employee would normally be placed on the schedule. It is agreed that the Association's approval shall not be unreasonably withheld.
2. Effective January 1, 1970, future hours earned beyond the MA Schedule toward the MA+30 Schedule must be related to the teacher's major or minor, be on a degree program, or have the prior approval of the Superintendent. It is agreed that the Superintendent's approval shall not be unreasonably withheld.
3. Effective July 1, 1975, each teacher shall be located on the salary schedule at the beginning of the school year or the beginning of his/her employment and shall not be changed during that school year; mid-year hires may be placed on half-steps.
4. Effective with the year 1974 - 75 the School District will pay retirement.

SALARY SCHEDULE B-1

EXTRA SERVICE DUTIES

*(1st Step of BA Base)

*All positions may be shared, and the stipend will be shared, with compensation split proportionally.

Graduation	.050
Honor Society	.065
Honor Roll	.025
F.H.A. Sponsor	.065
F.F.A. Sponsor	.050
VICA Sponsor	.050
Each Section Advisor (10 or more people in Section)	.020
DECA	.050
SADD	.055
STAND	.055
Play Director	
Musical	
Director	.070
Orchestra	.050
Vocal	.050
Regular	.050
Class Sponsor	
9 and 10	.036
11 and 12	.060
Future Problem Solving Club	.036
Debate	.036
Forensics	.036
Middle School Student Council	.036
High School Student Council	.050
North Central Chair Positions:	
0-799 FTE Students = 1 chair position	
800-1199 FTE Students = 2 chair positions	
1200-1599 FTE Students = 3 chair positions	
1600 and above = 4 chair positions	

The stipend will be paid as follows:

High School	.065
Middle School/Heritage	.055
Elementary School	.045
Middle School Yearbook	
Editor	.030
Photographer	.030
Middle School Newspaper	.036
Odyssey of the Mind	.036
Science Clubs	
Science Olympiad High School	.036
Middle School	.036
Science Fair	
High School	.036
Middle School	.036
High School Quiz Bowl	.036
Elementary Student Council	.010
Elementary Safety Patrol	.040
Art Shows	.010
Toronto Trip	.010
Elementary Camp Director (Two)	.010
Elementary Camp Program (Each Teacher)	.010
Special Education Olympics	.010
High School Quiz Bowl	.036
Extra Pay Activity Persons shall be \$20/activity	
Pep Band	.035

1. In the event the Board formally authorizes and approves a new School Club, and the teacher involved does not volunteer his services, the Board shall negotiate the rate of compensation with the Association.

SALARY SCHEDULE B-2

	Football Basketball(B) Basketball(G)	Wrestling	Volleyball	Gymnastics Baseball Softball Track	X-Country Golf Tennis
Head Coach	10-11-12-13	9-10-11-12	8-9-10-11	7-8-9-10	5-6-7-8
Varsity Asst.	8-9-10			6-7-8	5-6-7
Junior Varsity	7-8-9	7-8-9	6-7-8	5-6-7	
Freshman Coach	6-7-8		5-6-7	5-6-7	
Middle School	4.5-5.5-6.5	4.5-5.5-6.5	4.5-5.5-6.5	4.5-5.5-6.5	3-4-5

Music Music Coordinator	4%
Band Director - High School	5%
Marching Band	12%
Marching Band Asst.	9%
Drill Instructors (2)	6%
Percussion Instructor (beginning in 96/97)	7%
Color Guard Instructor (beginning in 96/97)	3%
Band Director - Middle School	4%
Orchestra - High School	5%
Orchestra - Middle School	4%
Choir - High School	5%
Choir - Middle School	4%
Cheerleading Sponsors	
Head	5%
Reserve	3%
Middle School	3%

Note: For the duration of this three-year pact, the percentage paid for coaching/music extra duties will be paid on the following negotiated scale:

B.A.

Step #	(2.5 % inc.)	(2.5 % inc.)	(2.5 % inc.)
	Year 1 1998-99	Year 2 1999-00	Year 3 2000-01
1	\$31,841	32,637	33,453
2	33,536	34,347	35,234
3	35,398	36,283	37,190
4	37,095	38,022	38,973
5	39,618	40,609	41,624
6	42,290	43,348	44,431
7	45,114	46,242	47,398
8	48,449	49,660	50,901

M.A.

Step #	(2.5 % inc.)	(2.5 % inc.)	(2.5 % inc.)
	Year 1 1998-99	Year 2 1999-00	Year 3 2000-01
1	\$36,578	37,493	38,430
2	38,274	39,230	40,211
3	40,362	41,372	42,406
4	43,475	44,562	45,676
5	46,192	47,346	48,530
6	48,820	50,040	51,291
7	52,084	53,386	54,721
8	55,945	57,343	58,777

M.A. + 30

Step #	(2.5 % inc.)	(2.5 % inc.)	(2.5 % inc.)
	Year 1 1998-99	Year 2 1999-00	Year 3 2000-01
1	\$38,212	39,167	40,146
2	40,585	41,599	42,639
3	43,134	44,212	45,318
4	46,150	47,303	48,486
5	48,677	49,894	51,142
6	51,942	53,240	54,571
7	55,198	56,578	57,993
8	59,208	60,688	62,206

Note: B-2 stipends for bargaining unit members will be paid on the agreed upon schedule in this article. Any individual currently receiving a B-2 stipend with the B-2 percent applied to his/her base salary plus longevity, will continue to have the B-2 stipend calculated in this manner.

Note #2: We are continuing to work on a new salary schedule for coaching which may impact these tables.

- A. Each step represents a year of coaching.
- B. Head coaches may be credited with a maximum of two years outside coaching experience, which, if granted, would place them on the 3rd step. All other coaches may receive a maximum credit of one year outside coaching experience placing them on the 2nd step.
- C. When transferring within the school system in the same sport, coaches at the maximum percentage shall be placed on the 2nd step if moving to a higher level. Coaches not at the maximum percentage shall start at the 1st step (lowest percentage) of that sport. When transferring to a lower level, full credit will be granted for years coaching both inside and outside the Saline School System.
- D. Salaries for non-bargaining personnel hired to coach shall be set by the Athletic Director, in conjunction with the Personnel office, provided, in no event shall the salary exceed the salary based on applicable percentage applied to the third step of the BA Base.

- E. Where it is necessary to have more than one coach in a particular sport, one will be designated as head coach.
- F. It is understood that the building principal should be responsible for arranging coverage for a coach if the coach is required to leave early. Any bargaining unit member who covers a class for a coach shall be paid the hourly rate specified in Article XXIV, Section E.
- G. Whenever a vacancy within a coaching position arises which the District intends to fill, the Director will post the vacancy in each building with a copy to the Unit Director of the WLEA/SEA. For fall sports, said vacancies shall be posted by June 30th, for winter sports, by October 14th and for spring sports by February 1st.
- H. Coaches will continue to be evaluated on a yearly basis. However, it is understood that assignment to the above schedules are on a yearly basis and the Board has the right to decline to renew any such assignment at its discretion and such action shall not be subject to the grievance procedure.

SALARY SCHEDULE B-3

PROBATIONARY PAY SCALE
for Newly Hired Teachers

(Year 3 reflects one (1) additional instructional day)

B.A.

Step #	(2.5 % inc.)	(2.5% inc.)	(3.0 % inc.)
	Year 1 1998-99	Year 2 1999-00	Year 3 2000-01
1	\$31,845	32,641	33,620
2	32,641	33,457	34,461
3	33,457	34,293	35,322
4	34,293	35,151	36,205
5	35,151	36,029	37,110
6	36,029	36,930	38,038

M.A.

Step #	(2.5 % inc.)	(2.5% inc.)	(3.0 % inc.)
	Year 1 1998-99	Year 2 1999-00	Year 3 2000-01
1	\$36,581	37,496	38,621
2	37,496	38,433	39,586
3	38,433	39,394	40,576
4	39,394	40,379	41,590
5	40,379	41,388	42,630
6	41,388	42,423	43,696

M.A. + 30

Step #	(2.5 % inc.)	(2.5% inc.)	(3.0 % inc.)
	Year 1 1998-99	Year 2 1999-00	Year 3 2000-01
1	\$38,215	39,170	40,346
2	39,170	40,150	41,354
3	40,150	41,153	42,388
4	41,153	42,182	43,448
5	42,182	43,237	44,534
6	43,237	44,318	45,647

APPENDIX A

SALINE AREA SCHOOLS

GOAL IDENTIFICATION SHEET

Each teacher is asked to identify, in writing, at least one goal to be submitted to his/her immediate supervisor within the first month of school. Administrators will be available to discuss these goals if requested.

NAME: _____

BUILDING: _____

1.) GOAL ONE:

WHICH KEY ELEMENT DOES THIS GOAL SUPPORT? _____

2.) GOAL TWO:

WHICH KEY ELEMENT DOES THIS GOAL SUPPORT? _____

If you would prefer to discuss this with your building administrator, please indicate by checking the appropriate box.

Signature of teacher _____

Date _____

Yes, I wish to discuss this with my building administrator.

APPENDIX B

ADMINISTRATION OF THE SICK LEAVE BANK

It is the intent of Saline Area Schools to offer Sick Leave Assistance to certified teaching staff and professional personnel impacted by a long-term illness when all sick and personal business days are exhausted. Teachers and professional personnel who have exhausted their leave allowance may request assistance as determined by the school district.

- A. Sick Leave Assistance will be granted only in case of the teacher's continuous long-term illness and/or disability either when said teacher is hospitalized or under doctor's care and unable to return to work.
- B. A waiting period of three (3) consecutive days must transpire between the time all leave days have been used up before the school district will review any request for assistance.
- C. No staff member will be granted more than 29 days per school year.
- D. Application for S.L.A may be made through the Personnel Office. The request must be in writing (on a form provided by the Personnel Office).
- E. A letter from the teacher's physician will be requested for certification to the need for sick leave. Article XII, Section C, also applies.
- F. A committee of two administrators and the S.E.A. President or designee, chaired by the Associate Superintendent for Personnel, will review each request. The Personnel Office will respond in writing.
- G. All Sick Leave Assistance days will be paid 70% of the employee's current teaching salary minus applicable taxes.

APPENDIX C
LETTER OF AGREEMENT
WLEA/SEA
SUPPLEMENTAL RETIREMENT STIPEND

1. The following Supplemental 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 teacher must satisfy all of the following requirements:
 - A. Completion of fifteen (15) years of teaching 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 teacher must be on the final step of the appropriate salary column as set forth in the Salary Schedules of this Professional Agreement.
 - C. The teacher must be employed with the Saline Area School District on the last workday prior to his/her retirement.
 - D. The teacher must submit a written resignation to the school district to the Assistant Superintendent for Personnel not later than March 1 of each year that this Letter of Agreement is in effect.
 - E. The teacher must be eligible, make application and be accepted to receive retirement benefits from the Michigan Public School Employee Retirement System. Upon request, the retiring teacher shall furnish verification to the school district that s/he will receive MPSERS benefits immediately following his/her retirement.
 - F. Retirement may only be exercised between academic year (summer), unless otherwise approved by the school district.
3. A teacher who satisfies the requirements set forth above to receive the Supplemental Retirement Stipend shall, before the effective date of his/her retirement, make a written election to the Assistant Superintendent for Personnel to receive payment of the stipend under any one of the plans described below:
 - A. Seven Thousand Dollar (\$7,000) lump sum payment to the teacher made on September 30 of the calendar year in which the teacher retires.
 - B. Seven Thousand Dollar (\$7,000) lump sum payment to the teacher made on January 15 of the calendar year next succeeding the calendar year during which the teacher retires.
 - C. Four Thousand Dollar (\$4,000) lump sum payment to the teacher made on September 30 in the calendar year in which the teacher retires and Three Thousand Dollar (\$3,000) lump sum payment to the teacher made the following January 15.
 - D. In lieu of the above Seven Thousand Dollar payment, the retiring employee may elect to have the school district pay his/her retirement health insurance premiums

to the State of Michigan for three (3) years or until \$7,000 has been expended, whichever comes first. These payments shall be made subject to the limitations and requirements of the State of Michigan and the insurance carrier. The school district shall assume no liability for any actions of the State or the insurance carrier.

- E. 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 a 5% 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 teachers 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. Teachers who have previously elected to receive the stipend shall continue to be covered by these provisions, to the extent permitted by law.
5. A teacher retiring under this plan will have his/her stipend reduced by any amount s/he receives as unemployment compensation charged against the Saline Area Schools.
6. This paragraph shall apply to teachers who satisfy the fifteen (15) year service requirement but who have periods of part-time service within those years. For purposes of calculating the amount of the stipend, if the teacher has less than fifteen (15) FTE years, the stipend will be pro-rated based on total time worked divided by fifteen (15) FTE years.

EXAMPLE:

$$\begin{array}{l} 12 \text{ years FTE} = 12 \\ 6 \text{ years @ } .5 = \underline{3} \\ 15 \text{ or } 15/15 = 1 = \$7,000 \end{array}$$

$$\begin{array}{l} 20 \text{ years @ } .2 = 4 \text{ years} \\ 4/15 = \$1,886.67 \end{array}$$

7. The Supplemental Retirement Stipend shall be in addition to and have no effect upon any Teacher Severance payment made to the retiring teacher pursuant to the Master Agreement.
8. In addition to the above payments, the school district will pay the premiums for a \$10,000 group term life insurance policy on the retiring employee for a period of one year through the group plan already in the teacher master agreement subject to the restrictions and requirements of the carrier.
9. By December 1 of each year affected by this Letter of Agreement, the Saline Area School Board of Education shall determine the number of teachers, if any, who shall be allowed to take the Supplemental Retirement Stipend. The number of Supplemental Retirement Stipend positions allocated shall be subject to the finances of the school district.

10. If more teachers make application and meet the qualifications for the Supplemental Retirement Stipend than will be allowed, the teacher(s) to be granted this stipend will be determined by length of service as a certified employee, in the Saline Area School District. In the event of a tie in length of service in Saline Schools, then the first teacher(s) to make application shall be given priority.
11. In the event that the retiring employee dies, after having applied for and been approved to receive the Supplemental Retirement Benefit, the benefits defined herein shall be paid to the beneficiary of retiring employee.
12. It is understood and agreed that the school district assumes no liability or responsibility for Federal or State income tax obligations which may inure to the recipient or his/her estate as a result of the payment of any monies under the terms of this Letter of Agreement.

WAIVER AND RELEASE

I hereby acknowledge that the Supplemental Retirement Stipend plan available to me pursuant to the Agreement between the Saline Area Schools Board of Education and the Saline Education Association is intended to be a bona fide employee benefit plan and not a subterfuge to evade the purposes of the Age Discrimination in Employment Act. I further acknowledge that my determination to take an early retirement pursuant to the plan is strictly voluntary on my part and that I am not being compelled in any way to retire early. Further, I acknowledge that I have had all documents related to this Early Retirement Stipend in my possession for seven (7) full business days and that I have had full opportunity to fully review and discuss all provisions contained therein with my personal and legal advisors and representatives as well as with the administration of the Saline Area Schools to my complete and total satisfaction. Accordingly, in consideration of the benefits available to me under the Supplemental Retirement Stipend, I hereby release the Saline Area Schools, its Board of Education, agents and employees, from any and all actions, causes of action, claims and demands under the Age Discrimination in Employment Act, or the Elliott-Larsen Civil Rights Act (or by in any other way alleging that the plan impermissibly discriminates based on age), which I may have against any of them by virtue of electing to take advantage of the Supplemental Retirement Stipend plan benefits available to me. I acknowledge that I have had a reasonable opportunity to consider taking early retirement and that I have had the opportunity to consult with others regarding this decision.

Dated: _____
Retiring Employee

Acknowledged by:

Saline Area Schools Representative

Association Representative

