

**Saline Area Schools
Board of Education**

and

**Saline Education Association
Washtenaw County Education Association
SEA/WCEA
MEA/NEA**

**Collective Bargaining Agreement
July 1, 2012 – June 30, 2014**

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AGREEMENT

THIS AGREEMENT entered into this 27th day of June 2011, by and between the Board of Education of the Saline Area School District, Michigan, hereinafter called the "Board" and the Washtenaw County 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 member 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 Managers' 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 Managers' 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 that 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 aforesaid Guiding Principles form the basis for all that we do in the Saline Area School District.

ARTICLE III

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 IV

CONTINUITY OF OPERATIONS

No Strike: 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.

ARTICLE V

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 VI

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. Associations 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, teacher mailboxes, and electronic communication systems 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. Consistent with the 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.
- L. 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.
- M. 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.
- N. 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.
- O. Copies of this Agreement shall be proofread by the Association before being printed and/or placed on the Saline Area School web site. The cost shall be at the expense of the Board. All teachers now employed, or hereafter employed, by the Board shall have access to a printed or electronic copy. The Association will be provided with thirty (30) printed, paper copies.
- P. 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 VII
ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster 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 that 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 VIII

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 the option:
1. Register and maintain E-Dues or,
 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.
- 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 that all Association dues for its members will be managed by the Association.

ARTICLE IX
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 that 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 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 that 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. Council decisions will be by a satisfactory consensus or by 80% agreement.

ARTICLE X

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 suggest that grievance be returned to Second Step and settled if appropriate. If parties do not agree to this, the grievance will move to step four (4):
 4. Fourth 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 Three 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 the Article on Compensation/Section on Errors.
- 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. 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 XI

QUALIFICATIONS AND ASSIGNMENTS

- A. Special Certificates: 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/designee will keep the Association informed that State Department of Education regulations have been complied with.

- B. Full Year Teachers - Vacation: 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.

- C. Assignment: It is the District's goal to assign teachers prior to two (2) weeks before the start of the coming school year/trimester.

ARTICLE XII

VACANCIES, PROMOTIONS AND TRANSFERS

- A. Vacancy/Promotions Outside SEA: 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. Any member of the SEA who moves to another bargaining unit during the school year must notify the association and administration by May 15th that school year to their previously held position.

Whenever a 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 publicize the same by giving written/electronic notice of such vacancy to the Association President and by posting the vacancy on the District web site. Any qualified teacher may apply in writing for said opening within the above time limit.

- B. Vacancy in SEA: All known, vacant positions within the Bargaining Unit for the coming school year shall, prior to the last day of school, be posted on the District web site with a copy to the Association President. 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).

1. Voluntary Transfer Requests: Requests for transfer to a vacant position must be made prior to March 30 for the ensuing school year.

- a. Transfer requests shall only remain on file for a period of one year.
- b. When an opening occurs after the last day of school, the District will attempt to notify all SEA members of the position by email forty eight (48) hours prior to posting.
- c. If an Association member is hired for this posted position, it is mutually agreed that the remainder of that posting period will be terminated.

ARTICLE XIII
SENIORITY DEFINED

- A. Date of Hire Defined: Effective with hire dates after July 1, 2006, the teacher's length of professional service in the District will begin on the first calendar day of the teacher work year. This will be considered the teacher's date of hire. For mid-year hires, the date of hire will be their first day of work as approved by the Board.
- B. Seniority Defined: Seniority (inclusive of full and part time assignments) will be defined starting with the date of hire. Time spent on layoff, unpaid health leaves, and unpaid personal leaves shall not count as time worked. Time spent on sabbatical, Peace Corps, teacher corps, NEA president, MEA president, WCEA president and public offices leaves will be considered time worked.
- C. 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.
- D. Tie in Seniority: Seniority for teachers hired on the same date will be determined by the last four digits of their social security number, based on the highest number being the most senior and the lowest number being the least senior. An exception to this process shall be made for those employees hired between May 1, 2005, and June 30, 2005, who participated in a lottery for purposes of determining seniority.

ARTICLE XIV
SPECIAL TEACHING ASSIGNMENTS

- A. Academic/Enrichment Programs: in which students may not earn credit, such as those offered through the Community Education Department shall not be subject to the terms of this Agreement.
- B. Step-Up – High School Student Tutoring Program:
1. The association member will volunteer and dismiss them self from the program.
2. Association members who tutor students through the Step-Up program will be paid at the current curriculum hourly rate.
3. Student participation will not result in earned credit.
- C. Jump-Start Summer Program:
1. Association members will volunteer to instruct this summer program.
2. Association members who provide instruction in the Jump-Start program will be paid at the negotiated curriculum hourly rate.
3. Student participation will not result in earned credit.
- D. Substitute Teachers: 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.
- F. Student Teachers: Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such teacher simultaneously. Student teachers shall be assigned only to tenure teachers or to teachers with not less than two (2) years experience. A teacher shall receive as compensation for such efforts the stipend paid by the teacher training institution.
- G. First Response Team Training: Members of the First Response Teams from each building shall be provided up to 6.5 hours of training each August (as needed) leading to certification in:
a. Adult AED – Annually Update/Training
b. Adult CPR – Annually Update/Training
c. First Aid – Once every three (3) years
- H. Non-Tenured Assignments:
1. 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).
2. Bargaining unit members who are not covered by the provisions of the Michigan Teachers' Tenure Act, are not eligible to gain tenure, shall be subject to a probationary period of five years of service with the District during which time they shall be considered probationary 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 tenure in position, but rather, it is specifically withheld. Bargaining Unit members who have already held such position for five complete years shall be deemed to have completed their probationary period.

ARTICLE XV
TEACHING HOURS

A. Normal Work Day: The teacher's normal teaching hours in the schools shall be:

1. Start Time: Teachers shall be at their teaching station no later than fifteen (15) minutes before the class schedule begins. Teachers may be asked to supervise students 10 minutes prior to the beginning of the class schedule.
2. Length of Day: The parties agree that all full time teachers will be available at their assigned schools for a total of seven and one half (7.5) continuous hours per day with the exception of those days addressed below in Section B.4 and on scheduled teacher meeting days. Each teacher shall spend the remainder of the seven and one half hours (beyond the student day) at their 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. Submit Hours: In order to be able to more easily administer the planning time and communicate teachers' hours to the public, a copy of the teachers' hours shall be submitted by semester to the building principal.
4. Leaving Premises: Teachers shall not leave school during their regularly assigned workday 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.
5. Lunch: All teachers shall be entitled to a duty free, uninterrupted lunch period of at least thirty- (30) minutes.

B. Start & End Times: Class schedule will not start before 7:30 a.m. or extend beyond 4:00 p.m. unless mutually agreed otherwise.

C. Preparation Time - Secondary: A teacher in grades 7 through 12 shall be limited to no more than three preparations per trimester and four preparations for the year. In the event of an emergency, a teacher may be required to have more than four preparations for one-year duration. This situation shall not occur two years in a row except by mutual agreement between the affected teacher, the administrator, and the association.

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.

D. Preparation Time - Elementary: All of the time during which an entire elementary class is receiving instruction from various teaching specialists, elementary classroom teachers will use this time for classroom preparation. 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, art or other special teachers are absent.

- E. Open House: Attendance at one (1) open house per year 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.
- F. Travel Time: Teachers traveling from one building to another in the Saline School District will be allowed 15 minutes travel time (0.05 FTE) if commuting between buildings on the same campus, or 25 minutes (0.083FTE) travel time if commuting between campuses. All schools within the City of Saline shall be considered the City Campus. All buildings in Pittsfield Township shall be considered the Pittsfield Campus. For teachers traveling outside of the school district, travel time and fractions will be adjusted accordingly.
- G. Extra Class (Overage): If a teacher volunteers to teach an extra class over the normal teaching load, the teacher shall be paid using the following formula for each class over the norm.

Kindergarten through Eighth Grade or High School Course less than one full class period:

The quotient of number of minutes the class is taught divided by 300 minutes times the quotient of the number of days taught divided by the number of days in the scheduled instructional days in the school year times the salary of the affected teacher.

Ninth through Twelfth Grades:

When a full time teacher at the High School is assigned classes all five periods, it is generally not possible to determine which period is the extra class. Therefore, all extra classes at the High School shall be assigned a factor of 0.0833 for each trimester the overage occurs. If an extra class is assigned for a period other than a full semester, the 0.0833 factor shall be prorated accordingly. The pay for the extra class will be figured by multiplying the teacher's salary times the factor.

The amount of payment shall be determined at the inception of the scheduled class and will be paid over the employee's regular pay scale. The payment to the teacher will begin within four weeks of the inception of the scheduled class. Overages will be paid for days when students are scheduled to be in attendance.

- H. Staff Meetings: Daily preparation for effective teaching, correcting of examination papers or 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 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. Staff meetings will take place immediately before or after the student day.
- I. Full Time Assignments: Full-time teaching loads for all positions covered under this agreement are subject to the following:
1. Teachers shall be assigned not more than three hundred (300) minutes of classroom instruction, supervised study, and/or transit time between classes.
 2. 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.
 3. Any teacher whose total FTE is greater than or equal to 0.90 will be considered full-time and is entitled to 100% compensation and benefits.
 4. Examples of Full Time teaching Loads are as follows:

POSITION	FULL-TIME TEACHING LOAD	UNITS
High School Regular Ed Teacher	4	periods taught daily out of 5
Middle School Regular Ed Teacher	4	sections taught daily out of 5
Elementary Specials (HV, PR, WM)	20	72 min. sections taught each week
Kindergarten and Elementary Teacher	1	section taught each day
Speech Therapist	S	7.5 hr student days each school year

Where: S = number of scheduled student days in the school calendar.

J. Part-time, shared and/or split assignments shall be governed by the following.

1. The Full-time Teaching Equivalent (FTE) for all part-time teaching assignments shall be computed as follows:

$$\text{FTE} = \frac{\# \text{ of teaching units assigned}}{\# \text{ of teaching units full-time}}$$

2. The Full-time Teaching Equivalent (FTE) for a teacher with a split assignment (e.g., part-time at the high school and part-time at the middle school) shall be the sum of the FTEs for each assignment plus travel allowance.

3. Any teacher whose total FTE is greater than or equal to 0.90 will be considered full-time and is entitled to 100% compensation and benefits.

4. Part-time employees will attend all regularly scheduled open houses and conferences for the buildings in which they are assigned.

5. Part-time employees will attend all teacher training days, teacher in-service days and records days for the entire day.

6. Both parties recognize the need for regular attendance at district, building, grade level and departmental meetings. Part-time teachers will attend all such meetings that are scheduled contiguous to their workday (i.e., that begin or end within 30 minutes of their scheduled hours of work). Building administrators will make reasonable effort to schedule alternate meeting times and/or provide alternate means for part-time employees to meet their obligations for those meetings that are not contiguous to their work day. Nevertheless, part-time teachers share the responsibility for agenda items. Administrators may require a part-time teacher to attend up to 2 non-contiguous meetings per year.

7. To compensate part-time employees for their full-time attendance at all in-service days, record days, conferences, open houses and the like, the fraction of full-time pay allotted for a part-time position shall be computed as follows:

$$\text{pay fraction} = \text{FTE} + \frac{T-S}{T}(1 - \text{FTE})$$

Where:

T = number of scheduled teacher days in the school calendar, and

S = number of scheduled student days in the school calendar

PART-TIME PAY RATE EXAMPLES

Following examples will be rounded to the 4th digit right of the decimal.

FTE PAY FRACTION

$$0.1 \quad 0.1 + \frac{8}{183}(0.9) = 0.13934426$$

$$0.\bar{3} \quad 0.\bar{3} + \frac{8}{183}(0.\bar{6}) = 0.3624772$$

$$0.5 \quad 0.5 + \frac{8}{183}(0.5) = 0.5218579$$

$$0.\bar{6} \quad 0.\bar{6} + \frac{8}{183}(0.\bar{3}) = 0.6812386$$

$$0.775 \quad 0.775 + \frac{8}{183}(0.225) = 0.7848361$$

$$0.9 \quad 0.9 + \frac{8}{183}(0.1) = 0.9043715$$

ARTICLE XVI

CALENDAR

1. The school calendar of teacher contract days will be constructed based on the following guidelines:
 - A. The configuration of days in the calendar should have a positive effect on student outcomes.
 - B. The scheduling of contracted days should be sensitive to the needs of the community.
 - C. Consideration is given to a common calendar with the instructional consortium and the county.

2. The school calendar will contain 183 days in 2012-2013, and 2013-2014.
 - 175 Instructional Days
 - 7 In-service/Staff Days
 - 1 Records Day

3. Act of God Days/Hours: Consistent with current Michigan law, the District shall schedule at least 1098 instructional hours which may include up to 38 professional development hours for teachers. When instructional time is lost due to circumstances beyond the District's control:
 1. The first 30 hours lost will not be rescheduled.

 2. If the lost time drops the District's instructional time below 1068 hours, additional days of student instruction will be scheduled at the end of the school year in half day increments, followed by any necessary teacher professional development hours in order to meet state requirements.

 3. Any additional school days and teacher professional development hours will be scheduled following the current school schedule of days and times. (example: no weekends, evenings)

 4. In the event of severe inclement weather or when otherwise prevented by act of God, nothing shall require teachers to report for work in such circumstances.

4. Parent Conferences: Comp time earned for working the regularly scheduled Parent teacher conferences is taken as indicated in the calendar each year.

Saline Area Schools 2012-2013 Calendar -- See Appendix A at the end of this contract

Saline Area Schools 2013-2014 Calendar -- To Be Determined

ARTICLE XVII
TEACHING CONDITIONS AND CLASS LOADS

- 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. Pupil-Teacher Ratio: 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:

CLASS OR GRADE	MAXIMUM	12% OVERAGE	FLEX CAP OVERAGE
Kindergarten	25	28	NA
Elementary (1 st Grade only, any class)	27	30	NA
Elementary (2 thru 6, any class)	30	34	NA
Middle School (7-8) and High School (9-12)			
English	31	35	42
Social Studies	31	35	42
Math	31	35	42
Science	30	34	41
Language	31	35	42
Business	31	35	42
Physical Education	40	45	52
Health	31	35	42
Drafting	30	34	41
Technology Education (HS 9-12)	25	28	35
Technology (MS 7-8)	31	35	42
Career and Tech. Education	25	28	35

1. Split Level Classes: 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. Overloads (Extra Students): If it becomes necessary for a teacher to be assigned more than the maximum number of students, the affected teacher shall be paid using the following formula for each child over the maximum:

The quotient of number of minutes the class is taught in a typical day divided by 300 minutes times the quotient of the number of days taught divided by the number of days in the scheduled instructional days in the school year times 2% of the BA1 schedule.

The amount is increased by 50% per student for students between the 12% Overage and the Flex Cap Overage. The amount of the payment shall be determined at the conclusion of the scheduled class's duration. The payment will be made within one month of the conclusion of the scheduled class's duration.

- C. New Sections: 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 a new section will be established unless other arrangements are made with the teacher and the Association.

- D. Student Work Stations: The District shall, in consultation with the teacher, determine the number of workstations and the number of students per workstation in a room.
- E. Wearing Apparel: 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.
- F. Identification Badges: All association members are expected to wear photo-identification badges. To this end, the district recognizes that the badges do not last indefinitely. As such, employee identification badges will be replaced every three years, beginning with the 2013-2014 school year. At the time the new badge is issued, the old badge shall be turned in at the time of replacement. The Association also understands that identification badges are the responsibility of each employee and in the case where it is lost, the employee will pay the district \$10.00 to replace it.
- G. Textbooks & Instructional Materials: The District recognizes that appropriate texts, educational software, 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. Additional Duties: Teachers are required to perform functions outside of teaching duties as follow: Teachers will provide 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. Driving Bus: Under no conditions shall teachers be required to drive a school bus as part of their regular assignment.
- J. Staff Facilities: The District shall make available in each school adequate restroom and lavatory facilities for staff use and at least one room appropriately equipped, furnished and ventilated, which shall be reserved for use as a staff room.
- K. Lunch Supervision: When a teacher at the Middle School is assigned lunchroom supervision duty, an aide shall be assigned to assist with that duty.
- L. Telephone: Adequate telephone facilities in every faculty room shall be made available to teachers for their reasonable use for local calls only.
- M. Vending Machines: 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. Vending agreements will be jointly agreed and signed by the Superintendent and the President of the SEA.
- N. Parking: Parking facilities shall be made available to teachers and teachers shall park only in the area designated by the administration.

O. Students Receiving Special Education Services: To promote a proper learning environment for those identified by an IEP team as needing special education services, an equitable distribution of said students shall be made within the building, grade and/or subject area which will encourage teaming and collaboration.

1. Necessary modifications to the curriculum shall be developed in collaboration with the general education classroom teacher(s) and support service personnel. Support service personnel may include but are not limited to: certified special education staff, building administrators, guidance counselors, school nurse, physicians, school social worker, school psychologist, speech pathologist, occupational therapist, physical therapist, and student assistant coordinator.

2. The general education teacher will be responsible for developing the daily/weekly lesson plans for his/her classroom and will share these plans with support personnel. The special education teacher will be responsible for providing the general education teacher(s) with a summary of student IEP goals, necessary accommodations and modifications on behalf of the student. Using the above information, all parties will work collaboratively to adjust the lesson on behalf of the student.

3. Room Availability - Space shall be provided to address student needs in each building where there is a student(s) whose physical condition may indicate a need for custodial care.

4. Custodial Care - For students requiring custodial care, support personnel shall be assigned to the building to meet the students' needs as determined by the IEP team. Custodial care shall be defined as needing assistance with self-care as determined by the IEP team.

5. 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 XVIII
DEPARTMENT CHAIRPERSON

A. Department Designations

1. The High School shall have the following department chairpersons: Mathematics, Science, Social Studies, Technical Education, Foreign Language, Life Management Education, Business, English, Special Education.
2. The Middle School shall have the following department chairpersons: Special Education, Mathematics, Science, Social Studies, Life Management Education, English, and Electives.
3. Each elementary building shall have the following section chairpersons: One per grade level at each building (Pre-K through 6) and Special Education.
4. The District shall have the following department chairpersons: Art: One (1) K-6 chair and One (1) 7-12 chair
Counseling: One (1) K-4, One (1) 5-8, and One (1) 9-12
Media: One (1) K-4 and One (1) 5-12
Music: One (1) 9-12
Physical Education: One (1) K-4, One (1) 5-8, and One (1) 9-12
Quest: One (1) K-4
5. The Association and Administration recognize that it may be necessary to change the departmental designations during the life of the contract to better meet the needs of the District. Upon the mutual agreement of the Association and Administrations, the designations may be altered.

- B. Appointing Chairpersons:** The members of each department so designated shall recommend to the administration, in writing, a person for appointment as chairperson for the following year. If no agreement can be reached by the department with assistance from administration by May 1, the administration may appoint.

The position of chairperson may be a shared position with the compensation split proportionately as agreed upon. If a position is split, one of the staff persons shall be designated as the primary contact person.

- C. Compensation:** The department/section grade level chairperson so selected shall receive compensation to the following.

<u>No. of Members in Department or Section Rounded to the Nearest F.T.E.</u>	<u>Percent of Annual Base Salary</u>
..... 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%

- D. Chairperson Duties:** The chairperson shall provide leadership and coordinate departmental activities including curricular review and instructional improvement. The position of chairperson shall not be considered as a supervisory position. Specific departmental duties shall be as previously outlined with any changes being determined by the chairperson(s) and the administration.
- E. Monthly Meetings:** All members of a department shall meet monthly.

ARTICLE XIX

CURRICULUM ADVISORY COUNCIL

- A. Department is responsible for curriculum development 7-12. b. Department chairs are designated as the contact persons.
 - 2. Elementary
 - a. Grade levels are responsible for each core curricular area.
 - b. All other elementary curricular areas are done by staff in that curricular area, but on a District level.
 - c. Grade level chairs are designated as the contact person.

- B. Membership
 - 1. Secondary
 - a. Departments include all teachers teaching a subject in that core curricular area.
 - b. Other members may be consulted on an Ad Hoc basis (i.e., spec. ed./voc. ed./able learners). c. Department chairs will facilitate the curriculum process.
 - 2. Elementary
 - a. All teachers are responsible for developing and implementing curriculum at their respective grade levels.
 - b. Other members may be consulted on an Ad Hoc basis (i.e., spec. ed./voc. ed./able learners).

- C. Role
 - 1. Review and update curricular area as designated
 - 2. Assure curriculum alignment
 - 3. Develop goals/objectives to achieve adopted outcomes
 - 4. Submit curriculum revisions to the Subject Review Group (SRG)
 - 5. Disseminate all FINAL/ADOPTED curriculum revisions to department/grade level chairs at all other levels.

- D. Procedures
 - 1. Regular grade level and department chair meetings will be set to facilitate the process.

SAMPLE

- 1st Wednesday - Department/grade level chairperson meetings (building wide)
- 2nd Wednesday - Department/grade level meetings (building wide)
- 3rd Wednesday - Building staff meetings
- 4th Wednesday - Inter-department/grade level meetings (district wide)
- 2. Minutes – All meetings will produce minutes that shall be disseminated to committee members, building principal(s) and the Assistant Superintendent for Curriculum.

ARTICLE XX
TEACHER MENTOR PROGRAM

A. District Teacher Coach/Consulting Teacher Selection Team

1. Two administrators and two teachers may form the District Selection Team to review for the teacher coach/consulting teacher positions, however the association president and his/her designee and the Assistant Superintendent for Curriculum and his/her designee will make the final determination.
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.
3. May attend teacher evaluation preparation with new teacher.
4. Become familiar with the new teacher's background, college courses and previous teaching or work experience.
5. Draft a calendar of meeting dates.
6. Review grade level curriculum.
7. Professional Days Available (a total of 4 are allotted).
 - a. Coach will assist teacher in locating relevant staff development activities to attend.
 - b. Coach will arrange for new teacher to observe within or outside the District in an area of interest or need.
 - c. Other uses as determined by coach/teacher/administration.
8. Keep appropriate documentation of the years' activities, which is due in the building principal's office by May 1 each year.
9. Evaluate program/make suggestions for improvement.

C. Teacher/Coach Responsibilities (SECOND YEAR)

1. Draft a calendar of meeting dates.
2. May attend teacher evaluation preparation with new teacher.
3. Continue to assist with lesson planning and curricular needs as they arise.
4. Professional Days Available (2 are allotted).
 - a. Locate follow-up staff development activities.
 - b. Arrange for class observations.
 - c. Use for program development/curriculum needs.
5. Keep appropriate documentation of the years' activities, which is due in the building principal's office by May 1.
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. Standard Stipend: A first year coach will receive 3.5% of the B.A. Step 1 base in the first year. The stipend for the second year is 1.5% of the B.A. Step 1 base. 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. Assistance Stipend: If the new teacher needs the assistance and added support of a formal improvement plan, a 1.5% of the B.A. Step 1 base 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. Shared 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.
5. Change in Mentor: If it becomes necessary to change the mentor for any reason, the stipend will be prorated and this change is not subject to the grievance procedure.
6. Tenured Teacher's Change of Assignment: A mentor may be granted to a teacher who is voluntarily or involuntarily transferred to a new position, for example elementary to secondary, special education to general education, or general education to guidance counselor, etc. In such circumstances, the mentor will receive a stipend of 1.5% of the B.A. base step 1.

ARTICLE XXI

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 as directed by the State of Michigan Public Act 339. 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 and education of teachers by their participation in local, regional, state, and national educational conferences, workshops, conventions, seminars and graduate courses.
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 an annual teacher improvement budget (prorated for part time staff). Teachers may apply for a total one lump sum during the life of the current contract. Teacher improvement funds resume July 1st of 2013 at \$700 for the 2013-2014 school year. Teacher improvement funds cannot be earned for years not employed with the district. For example, a teacher who is a mid-year hire (less than 2/3 of the school year) in year one of the contract would have their TI funds prorated accordingly.
 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 will be available in the office of each building. Requests need to be submitted to the building principal at one (1) week in advance of the event. Requests to attend workshops, etc. in the summer may be submitted directly to the Curriculum Office if the building principal is not available.
 5. If requesting advance registration, the accounts payable deadline dates will need to be followed. Attach the conference registration form to the Staff 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 original, itemized receipts for expenses attached to a purchase order to the Assistant Superintendent for processing. No reimbursement may be authorized without appropriate receipts/vouchers. For each conference, etc... a member may make only two separate reimbursement requests.
 7. Allowable expenses are limited to: mileage, meals (\$60 per day), no alcohol purchases will be reimbursed, lodging, conference fees, and supplies up to \$100.
 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 an annual teacher improvement budget. Additional days may be approved by the Assistant Superintendent. The teacher improvement system may be accessed three (3) times in a school year.
 10. Graduate credit earned toward your Masters or Masters plus 30, may be reimbursed through Teacher Improvement funds providing that your credits are related to your major or minor, or are part of a degree program, or are in any area of curriculum or educational administration. If your credits do not match any of these criteria, you must request approval for reimbursement from the Assistant Superintendent of Instruction.
- 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.
- E. The district will offer to teachers training opportunities on days outside the school calendar. Attendance for these two days will be optional and will be paid at the member's daily rate. It is the intent of the district to foster a community of learners through a variety of topics. A fee may be assessed and/or CEU's/ credits offered for these trainings.

ARTICLE XXII

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 XXIII

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.
- C. Each teacher must assume the responsibility for filing his valid Michigan teaching certificate or other document indicating same with the Human Resources office 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 Human Resources office 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 Human resources office. Failure to file this certificate, transcript or letter may result in withholding pay until such filing has been completed or other appropriate action.
- D. Teachers shall refrain from discussing collective bargaining of the local Association and Association grievance matters with pupils.

ARTICLE XXIV

PERSONAL BUSINESS, PROFESSIONAL DAYS & OTHER

A. Personal Business Days: 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/designee. It is understood that personal business days may be taken in blocks of one-half (1/2) days.

1. Personal Days & Holidays: Personal Business days may be used before or after a holiday if they are approved in advance (in writing, to the Assistant Superintendent for Human Resources) and if the reasons fall into special categories listed below:
 - You are observing a religious holiday.
 - You or members of your family are to be in a wedding. You are to participate in rehearsal activities (for the wedding) and the wedding is scheduled over a holiday, i.e., Labor Day, Thanksgiving, etc. The District does not wish to penalize the employee because a wedding was planned over a holiday, and the employee had no control over the date.
 - A death in the family occurs and, as a result of the relatives' traveling distances, the memorial service is scheduled near a holiday.
 - A parent or a close family member is scheduled to undergo surgery or a medical procedure; or a parent or close family member is being released from a medical facility on the day before or after a holiday.
 - Your spouse is being given a special award in a ceremony that is planned before and/or after the holiday weekend and you must travel out of town.
 - Others, at the discretion of the Superintendent or his/her designee.
2. Building Closed: If the building is closed due to unforeseen circumstances such as inclement weather, power outages, etc., and the employees are told not to report for work, an employee who had previously scheduled a personal business day will not be charged for that day.
3. Conversion of Personal Business Day: If a teacher has used all their sick days, they may convert a personal business day into a sick day.
4. Trade Sick for Personal Business Days: 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. This provision allows for a maximum of two additional personal business days. 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 XVI, Sick Days, legal business or family business, that cannot be conducted at other reasonable times.

5. Unused Personal Business Days: Teachers with unused personal business day(s) remaining at the end of the school year shall have the option of either of the following:
 - a. To have any unused day(s) added to sick leave accumulation under Article XVI (B); or
 - b. Upon notice to the business office not later than the last scheduled teacher workday, receive \$100.00 per day for any unused day(s).

- B. Professional Days: 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.

- C. Selective Service Exam: Time necessary to take the selective service physical examination shall be granted without charge to the teacher.
- D. Jury Duty: A leave of absence with pay shall be granted to teachers who are summoned and report for jury service. Any stipends paid by the court for jury service on days for which the teacher was scheduled to work, other than mileage reimbursement, shall be returned to the District business office.
- E. Court Appearance: 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 and the daily witness fee paid by the court.

ARTICLE XXV

SICK LEAVE

- A. Sick Leave: Sick leave may be used for absences caused by illness or physical disability of the teacher. Sick leave shall be credited at the beginning of the school year in accordance with the following years of service in the District:
- 1-10 years..... 10 Days
11-20 years..... 15 Days
21 years & over..... 20 Days
- B. Bereavement/Family Leave: Sick leave may also be used for illness or bereavement (defined below) 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, and include step parents, siblings, etc...
1. For employees who are absent due to a family illness of fifteen (15) consecutive days or less and the building is closed due to unforeseen circumstances (Article XXV, A2) the employee will not be charged for that day. The uncharged day(s) may not be used to extend the family illness beyond fifteen consecutive days.
2. If the employee's leave is extended beyond fifteen (15) consecutive days and the building is closed due to unforeseen circumstances (Article XXV, A2) the employee will be charged for the day(s).
- C. Definition of Bereavement: Utilization of such leave shall be for the purpose of attending the funeral or making funeral arrangements in the case of the death of a teacher's immediate family (as defined above).
- D. Funerals: A one-day (1) leave may be granted for attending funerals for persons other than the immediate family. One additional day may be requested for attending funerals held more than 200 miles from Saline. These days will be included in the fifteen (15) allowed in section B.
- E. Classroom Coverage Less than Half Day Defined:
1. Classroom coverage for a colleague will be agreed upon on a voluntary basis
 2. It is the responsibility of the individual to find someone to cover their classroom in their absence
 3. The absent teacher may be absent for up to two periods per day (preparation period counts as one period)
 4. The absent teacher will not be assessed a partial sick day unless the covering teacher is paid the substitute rate for their classroom coverage
 5. This coverage is to be done with the prior knowledge of the building administrator
 6. This practices is for occasional and infrequent absences
- F. Accumulation: The unused portion of such allowance shall accumulate from year to year without limitation.
- G. Excessive Absence: 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.
- H. Workers' Compensation: 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.
- I. Religious Observance: Up to three (3) days annually may be used for religious observances. Written notification shall be provided to Human Resources by September 1st of each calendar year.

- J. Conversion of Personal Business Day to Sick Days: If a teacher has used all their sick days, they may convert a personal business day into a sick day.

- K. Teacher Sick Bank: Teachers who have exhausted their sick and personal business allowance may request assistance as determined by the District.
 - 1. 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 (including the first 6 weeks immediately following delivery of a baby – 8 weeks if caesarean). A letter from the teacher's physician will be required to certify the need for sick bank leave. The language on Excessive Absence, also applies.
 - 2. 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.
 - 3. No staff member will be granted more than 29 days from the sick leave bank per school year.
 - 4. Application for Sick Leave Assistance may be made through the Human Resources Office. The request must be in writing (on a form provided by the Human Resources Office).
 - 5. A committee of two administrators and the S.E.A. President or designee, chaired by the Assistant Superintendent for Human Resources, will review each request. The Human Resources Office will respond in writing.
 - 6. All Sick Leave Assistance days will be paid 70% of the employee's current teaching salary minus applicable taxes.

- L. Physical Exam: 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.

- M. Inclement Weather: In the event that a teacher uses one (1) sick day with inclement weather occurring, the teacher shall not be charged for that one (1) sick day. This does not apply to those teachers on leave of any sort.

ARTICLE XXVI
LEAVES OF ABSENCE

A. Family and Medical Leaves/FMLA The complete Saline Area School FMLA Administrative Regulations are available by contacting the Benefits Coordinator or Human Resources Office.

1. FMLA Purpose: A leave of absence for up to 12 weeks* may be granted under the federal requirements and limitations of the Family Medical Leave Act (FMLA) for the following:
 - a. Birth of a child and in order to care for such child;
 - b. The placement of the child with the employee for adoption or foster care;
 - c. In order to care for an immediate family member (spouse, child, parent) of the employee if such family member has a serious health condition;
 - d. For the employee's own serious health condition that makes the employee unable to perform the functions of his/her position.
 - e. For qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation

*A leave of absence for up to 26 weeks may be granted under the federal requirements and limitations of the Family Medical Leave Act (FMLA) for the following:

An employee who is a spouse, son, daughter, parent or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of 26 work weeks of unpaid leave during a "single 12-month period" to care for the service member.

2. FMLA Qualifications: FMLA provides for the continuation of the employee's current health insurance benefits for up to the approved FMLA leave providing the employee meets the requirements of the law, including:
 - a. the employee has worked for the District for at least 12 months, and
 - b. the employee has worked at least 1250 hours over the previous 12 months.
3. FMLA Notice Requirement: An employee is required to give 30-days notice in the event of a foreseeable leave. A Request for Family/Medical Leave form should be completed by the employee and returned to the Human Resources office. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed Request for Family/Medical Leave form. If an employee fails to give 30-days notice for a foreseeable leave with no reasonable excuse for the delay, the leave will be denied until 30 days after the employee provides notice.
4. Paid & Unpaid Time:
 - a. The teacher will be required to use accrued sick time for any part of a family/medical leave taken for reasons for which paid sick time is otherwise available (see Sick Leave Article). For leave taken for reasons not covered under the Sick Leave Article, leave shall be unpaid.
 - b. For a family leave related to birth or adoption, an employee who gives birth is eligible to use sick days for any scheduled workdays within the six (6) calendar weeks immediately following delivery (8 weeks if it was a cesarean birth). After the six-week period (8 week if cesarean), the days are unpaid unless medical certification is presented which qualifies for use of additional sick days as defined in the article on Sick Leave. Fathers and adoptive parents are eligible to use up to fifteen (15) paid family sick days per year.
 - c. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave. Refer to the Article on Compensation regarding qualification for a year of service.

5. Medical Certification: For leaves taken because of the employee's, or a covered family member's serious health condition, the employee must submit medical certification to the Human Resources office within 15 days after the leave is requested, or as soon as is reasonably possible.
 6. Return to Work:
 - a. If the employee returns to work within an approved FMLA leave (maximum 12-26 workweeks), he/she will be reinstated to his/her formal position or an equivalent position with equivalent pay and benefits.
 - b. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.
 - c. If the employee fails to return within 12 weeks following a family/medical leave (and has not been granted an extended leave in writing), in accordance with the Master Agreement and applicable laws, the employee will be reinstated to his/her same or similar position, only if it is available. If the employee's same or similar position is not available, the employee may be terminated.
- B. Extended Health/Family Leave: A teacher who qualifies for a FMLA leave and who wishes to extend the leave beyond 12 weeks, shall be granted additional leave of absence without pay or fringe benefits, except for the use of sick time as specified in the Sick Leave Article, for up to one year total leave. A further extension shall be at the discretion of the Board.
1. A teacher desiring an extended health/family leave must file a written request and a doctor's statement, if applicable. The request shall include the projected date of return to work. 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. The notice of intention to return to duty after a health leave due to the employee's own illness or disability, 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.
 3. 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. 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/family 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, except for those days required to be used by the employee under the FMLA Administrative Regulations.
 5. 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.
- C. Unpaid Personal Leaves of Absence: A one (1) year leave of absence may be granted without pay and fringe benefits 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 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. Unpaid personal leaves may be granted for the following purposes:
 - A. Exchange/Work Programs: Participation 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.
 - B. Campaign/Public Office: 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.
 - C. NEA/MEA/WCEA President: Serving as President of the Michigan Education Association, Washtenaw County Education Association, or National Education Association.
 - D. Other: Other leaves of absence may be granted at the discretion of the Board or its designee.
- D. Military Leave: 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.

ARTICLE XXVII
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 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 Area 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 Human Resources Office.

ARTICLE XXVIII

TEACHER SEVERANCE FOR UNUSED SICK DAYS

- 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 shall be calculated based upon the teacher's per diem rate multiplied by the number of unused sick days up to a maximum of \$3,000.00 for a teacher with 20 years or more (prorated for those with less than 20 years).
- D. A teacher shall notify the Board in writing on or before March 30th, if s/he intends to retire at the end of the school year to qualify for the severance payment, unless an emergency arises after March 30th and an exception is approved by the Superintendent/designee.
- E. In the event that the retiring employee dies, after having qualified to receive Teacher Severance for Unused Sick Days, the benefits defined herein shall be paid to the beneficiary of the retiring employee.

ARTICLE XXIX

TRANSITION MENTOR STIPEND

- A. The Board recognizes the need for mentors to perform valuable tasks in the district. The Transition Mentor Program addresses that need. The program is a three-year commitment. A Transition Mentor will provide assistance in any activity that is beneficial to the district. Examples could be:
1. Guide and assist staff members who request assistance in preparing, organizing, and implementing curriculum courses of study.
 2. Developing and implementing programs
- B. A Transition Mentor receives a stipend of \$3,200 per year for three years. It is understood that after the three years, the Transition Mentor Stipend would no longer apply. The \$3,200 payment is an annual stipend, is not cumulative, is not included in the base salary, and is not used in computing any other stipends or salaries. The total over the three years would be \$9,600.
- C. If a teacher receives the Transition Mentor Stipend for three years, that teacher is not eligible for the Teacher Severance. If a teacher retires or leaves employment before the completion of the three-year Transition Mentor Stipend, the remainder of the Transition Mentor Stipend will be applied to and become the new combined amount of the Supplemental Retirement Stipend and the Teacher Severance.
- D. All planning, developing and implementation shall occur outside of the regularly scheduled workday.
- E. The mentor tasks will not exceed twelve (12) hours, nor be less than ten (10) total hours in a school year.
- F. The mentor tasks cannot displace established positions within this contract.
- G. All eligible members will be provided with and or assisted in creating positions to meet this article. All positions will be approved jointly by the Board and the Association.
- H. Eligibility: To be eligible for participation in this stipend, a teacher must satisfy all of the following requirements:
1. The completion of fifteen (15) years of teaching service in the Saline Area Schools (excluding periods of layoff and unpaid leave).
 2. The completion of his/her 20th year of teaching.
 3. Sign up by August 30th of the year of implementation or with special permission by the Superintendent or designee.
 4. Submit plan to building principal by August 30th.
 5. Submit your annual log no later than June 1st.

ARTICLE XXX
COMPENSATION

- A. Placement on Salary Scale: 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. Employees who qualify to move scales, may move once the official verification is submitted as stipulated below in Section I.

An employee who is hired after the start of the school year shall have their first year salary prorated based upon the numbers of actual workdays. Subsequent years will be calculated based upon the number of days from the first day of school through the date of hire on the previous year's step and the remaining days on the new step for a "custom" salary. Each subsequent year will be calculated in the same manner with 'half' steps until the employee reaches the top of the scale. This custom schedule will be calculated at the start of each school year.

For example: An employee hired on the BA 1 schedule beginning December 14 would have their first year salary prorated by the balance of the number of days left in the school year and the next year salary will be calculated using the BA 1 schedule for first day of school until December 14 and then December until the end of the year at BA 2.

- B. New Hires: 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. Provisions of this section shall not be retroactive nor subject to any grievance procedure.
- C. Longevity: During the term of this Agreement, the following longevity provisions shall apply:
Longevity will not be a factor of compensation at which time the district payroll software is updated to reflect this calculation is omitted from pay for those employees receiving longevity payment.
- 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. Negotiated Hourly Rate:
- 2012-2013: \$25.55
2013-2014: \$25.87
- F. Extra Duty: 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. Mileage Reimbursement: 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. One Year:
For regular full time teachers, a minimum of 120 days of full-time teaching in the Saline School System within one school year (September-June) shall be considered as one year's experience. Part-time teachers must complete 66% of their assigned year-long schedule to qualify for one year's experience.
- I. Advanced Degrees:
1. A teacher who plans to move from the B.A. to the M.A., or from the M.A. to the M.A. plus 30, or to the M.M. (second Master's degree), shall complete the required coursework prior to the start of the school year. Verification shall be sent to the Human Resource office to activate the new pay rate. If verification is received after the first pay period, pay will be retroactive for that current school year once verification is presented.
 2. Hours earned beyond the MA Schedule toward the MA+30 Schedule must be related to the teacher's major or minor, or be on a degree program, or be coursework in any area of curriculum or educational administration, or have the prior approval of the Superintendent/designee. If a teacher wishes to take coursework in an area other than those listed, a request for prior approval shall include an explanation of how said coursework will benefit the teacher as professional educator. It is agreed that the Superintendent's approval shall not be unreasonably withheld.
- J. Errors: 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.
- K. Extended Work Schedule:
1. 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.
 2. 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.
- L. 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.

- M. MEAP Tutoring – Teachers agreeing to provide tutoring as designed by a District committee will be paid 40% of their daily rate for each of the planned two-hour sessions.
- N. Deviations: 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.
- O. Retirement: The School District will pay retirement under the laws related to the Michigan School Public Employee Retirement System (MSPERS)
- P. Vocational Stipend: Vocationally certified personnel who are in the Career Technical Education Department qualify for a \$1,000 Stipend – paid over 21 or 26 pays.
- Q. President's Release/Stipend: The association President shall be released for one half (.5) of their scheduled workday.

The SEA will compensate Saline Area Schools \$2500 per year for the life of the contract. At the end of the presidents term the said person will be reinstated and made whole to their position prior to their term unless both the SEA president and the superintendent mutually agree upon a new position.

Should the SEA & SBOE desire to increase the percentage of release time, both parties shall share the additional cost.

- R. Journalism Stipend: Certified personnel who teach the High School Newspaper and Yearbook classes shall qualify for an annual stipend of \$4,900.00 paid over 21 or 26 pays.
- S. Salary increases for the next year (2013-2014) shall equal one and one quarter (1.25%). The expiration of this contract (2012-2014) will revert to an additional one and one quarter percent (1.25%) on July 1st of 2014.
- T. Payroll Statements:
 - 1. All association members will have their payroll electronically deposited to the financial institution of their choice
 - 2. The member will elect the pay period schedule of 21 or 26 pays for the next school year as a procedure during teacher summer break checkout.
 - 3. The members pay will be deposited every other Friday

ARTICLE XXXI

INSURANCE PROTECTION

The Board agrees to furnish to all teachers the following insurance protection.

- A. Life Insurance: 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 \$25,000 upon death.

- B. Medical, Dental, and Vision Insurance Options:
The district and SEA agree to participate in the Consortium Agreement as written and attached in Appendix B. Insurance benefits for part-time teachers will be pro-rated.

- C. Insurance through August: 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.

ARTICLE XXXII
TAX SHELTER ANNUITY

- A. Optional Teacher Paid Annuity Carriers: The number of Tax Sheltered Annuity (TSA) carriers shall be capped at fifteen (15) 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.

- B. A carrier shall be removed from the approved list when there is no Bargaining Unit members involved in that TSA program for thirty (30) calendar days.

- C. Changes may be made at any time.

ARTICLE XXXIII
DURATION OF AGREEMENT EXTENSION

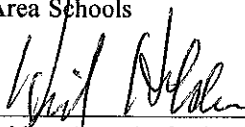
This Agreement shall be effective as of July 1, 2012 to extend the Master Agreement between the Saline Area Schools and the Saline Education Association to June 30, 2014. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

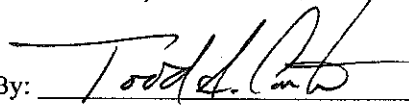
The extension of this agreement shall be effective beginning July 1, 2012 and shall continue in effect until June 30, 2014.

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

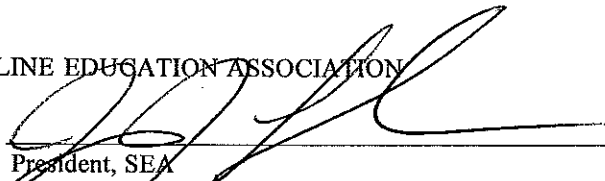
BOARD OF EDUCATION

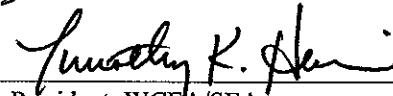
Saline Area Schools

By:  3/12/13
President, Board of Education

By: 
Secretary, Board of Education

SALINE EDUCATION ASSOCIATION

By: 
President, SEA

By: 
President, WCEA/SEA

ARTICLE XXXIV
NON-CERTIFICATED STAFF PROVISIONS

The below provisions shall be read in addition to or in place of existing terms contained within 2013-2014 Collective Bargaining Agreement between the Saline Area Schools Board of Education and the Saline Education Association County Education Association SEA/WCEA MEA/NEA, and shall only apply to those members of the Saline Education Association County Education Association SEA/WCEA MEA/NEA, whose employment is **NOT** regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191 or who are **NOT** teachers, as that term is defined in section 1 of article I of 1937 (Ex Sess) PA 4, MCL 38.7.

(1) **Article VI, Section H**, shall read as follows:

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.

(2) **Article XI**, shall read as follows:

- A. **Special Certificates:** 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/designee will keep the Association informed that State Department of Education regulations have been complied with.
- B. **Area of Assignment:** 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. **Notice of Assignment:** 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 three (3) weeks preceding commencement of the school year, unless an emergency situation requires same. All teachers shall be given written notice of their second and third trimester schedules no later than three (3) weeks prior to the end of the previous trimester. It is also understood that in addition to that, changes can be made at anytime with mutual agreement between the association and district administration.
- D. **Additional Optional Assignments:** 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.

(3) **Article XII, Section B(1)** shall read as follows:

- a. Transfer requests shall only remain on file for a period of one year.
- b. Recalls from layoff will be processed after reviewing staff reassignments, both voluntary and involuntary, as well as returns from leave pursuant to the Michigan Teacher Tenure law.
- c. Part-time personnel already under contract will be given consideration for reassignment or transfer prior to full time staff.
- d. 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.
- e. When an opening occurs after the last day of school, the District will attempt to notify all applicants for the position by telephone and/or by email.

(4) **Article XII, Section B(2)** shall read as follows:

Interviews for Transfers: The following are steps for filling vacant positions for tenured staff, assuming contract timelines and requirements have been strictly adhered to:

- a. A classroom teacher who applies for a transfer to another classroom position for which he/she is properly certificated and qualified, (See Article XI: Qualifications) 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.
- b. 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.

- c. 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.

(5) **Article XII, Section C**, shall read as follows:

Involuntary Transfers: The parties recognize that some transfers may be necessary (from one building to another) for administrative purposes and to insure a fair distribution of experienced and qualified teachers throughout the District. 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/ designee shall promptly notify the teacher involved Upon request of said teacher, the Superintendent/designee 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.

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 was filed with the Human Resources office by March 30.
- c. Required certification for the former position has been maintained.
- d. When an involuntarily transferred teacher is returned to the position from which he/she has been involuntarily transferred, no interview will be required.

(6) **Article XIII**, shall be titled **Reductions in Personnel**, and read as follows:

- A. **Date of Hire Defined:** Effective with hire dates after July 1, 2006, the teacher's length of professional service in the District will begin on the first calendar day of the teacher work year. This will be considered the teacher's date of hire. For mid-year hires, the date of hire will be their first day of work as approved by the Board.
- B. **Seniority Defined:** Seniority will be defined starting with the date of hire. Time spent on layoff, unpaid health leaves, and unpaid personal leaves shall not count as time worked. Time spent on sabbatical, Peace Corps, teacher corps, NEA president, MEA president, WCEA president and public offices leaves will be considered time worked.
- C. **Tie in Seniority for Layoff/Recall:** Seniority for teachers hired on the same date will be determined by the last four digits of their social security number, based on the highest number being the most senior and the lowest number being the least senior. An exception to this process shall be made for those employees hired between May 1, 2005, and June 30, 2005, who participated in a lottery for purposes of determining seniority.
- D. 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:
 1. Those teachers having the longest professional service in the District from the last date of hire
 2. Those teachers having valid teaching certificates and qualified to staff the position(s) still available, subject to the provision(s) of the Tenure Act.
- E. By definition, qualified shall mean: (1) Highly Qualified as defined by ESEA (2) academic preparation; (3) applicable North Central Association Accreditation rules; (4) successful teaching experience in the Saline Schools at the level or subject area.
- F. 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.
 1. 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.
 2. Teachers being laid off shall be given at least thirty- (30) calendar days notice prior to the effective date of layoff. Under normal circumstances, lay off notices shall be given at least 30 days prior to June 30.

G. **Insurance through August:** 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.

H. **Recall:**

1. Teachers will be recalled in order of length of professional service in the District from last date of hire if qualified to staff the positions available.
 2. Recalls from layoff will be processed after reviewing staff reassignments, both voluntary and involuntary, as well as returns from leave.
 3. Notification of recall shall be in writing by either email format with return receipt, in person with signed receipt, or by certified mail to the teacher's last known address.
 4. If a teacher fails to accept an offer of re-employment in writing 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.
 5. A teacher laid off from a full time position remains eligible for recall to a full time position regardless of whether they accept or decline recall to a part time position.
 6. It is understood that no new teachers will be hired until teachers eligible for recall have been recalled as provided in this Article.
- I. **Lay-Off Period:** 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. Bargaining unit members who are not, covered by the provisions of the Michigan Teachers' Tenure Act, and have completed four full years of probationary service as defined in Article XIV, Special Teaching Assignments, Item E. 2, shall be eligible for, recall for up to three years from effective date of layoff.

(7) **Article XIV**, shall include the following additional section:

Adult Education, Driver's Education, Summer School: Assignments for 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 and 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 be compensated for teaching in any such programs at not less than their hourly rate. Summer school pay for any summer course taught for credit 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.

(8) **Article XIV**, shall include the following additional section:

Teaching Assignment: 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.

(9) **Article XXIII**, shall be titled **Teacher Evaluation**, and read as follows:

- 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. 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.
- C. 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. During the classroom observation, 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.
- D. 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 April 10.
 6. Final conference for tenured teachers should be completed by May 30.
- E. The evaluation process shall be completed prior to May 30.
- F. All monitoring or observation of a teacher shall be conducted openly and with full knowledge of the teacher.
- G. It shall be the objective of the administration to provide professional assistance to the teacher in the form of consultation following evaluation.
- H. 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.
- I. Evaluation Process: 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

1. New teacher's coach/mentor identified and program initiated (See guidelines/expectations).
2. Teacher and coach/mentor develop and submit yearly plan to principal/supervisor by September 30.
3. Principal/supervisor meets with probationary teachers (and coach/mentor, if necessary or requested) to review District evaluation plan.
4. By November 1, the principal/supervisor meets with the probationary teacher and his/her coach/mentor to assist in goal setting.
5. Evaluation deadline: April 10
6. Years 2-4: repeat the process. Successful evaluation will lead to a tenure recommendation at the conclusion of the probationary period.

Tenured Teacher

1. Formal evaluation every three (3) years
2. Principal/supervisor meets with all tenured teachers to be evaluated by October 15.
3. Goal-setting conference deadline: November 1.
4. Final appraisal conference and evaluation deadline: May 30.
5. 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.
3. Informal meeting as outlined in administrative procedures.
4. Three-level improvement program if no resolution is reached in "A". (See addendum to Part II of Staff Appraisal Program).

J. **Probationary Teacher Grievance:** 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 the Grievance Process.

K. **Review Personnel Files:** 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.

(10) **Article XXIV, Section B,** shall read as follows:

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.

(11) **Article XXIV,** shall include following additional sections:

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.

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 otherwise provided in the Article on Grievance Procedures. Upon request of the teacher, all information forming the basis for disciplinary action will be made available to the teacher and the Association.

**SCHEDULE A
TEACHER SALARIES**

**2012-13
Schedule A**

OLD STEPS	NEW STEPS	BA Scale	MA Scale	MA30 Scale	MM Scale
Step 1	Step 1	39,439	45,762	46,655	48,442
	Step 2	40,327	46,678	47,589	49,411
Step 2	Step 3	41,214	47,593	48,522	50,379
Step 3	Step 4	43,275	49,972	50,947	52,898
	Step 5	44,574	51,471	52,476	54,485
Step 4	Step 6	45,872	52,970	54,004	56,072
Step 5	Step 7	49,541	57,208	58,324	60,557
	Step 8	51,523	59,497	60,658	62,980
Step 6	Step 9	53,504	61,786	62,991	65,402
Step 7	Step 10	57,785	66,729	68,031	70,635
	Step 11	59,808	69,064	70,412	73,107
Step 8	Step 12	61,830	71,399	72,792	75,579
Step 9	Step 13	66,157	76,398	77,889	80,870
	Step 14	66,488	76,779	78,278	81,275
Step 10	Step 15	66,819	77,160	78,666	81,679
Step 10+L	Step 16*	68,988	79,677	81,232	84,343
Step 10+L+\$600	Step 17A**	69,588	80,277	81,832	84,943
Step 10+5%+\$600	Step 17B**	70,760	81,618	83,200	86,363
Step 10+10%+\$600	Step 17C**	74,101	85,476	87,133	90,447

**2013-14
Schedule A**

OLD STEPS	NEW STEPS	BA Scale	MA Scale	MA30 Scale	MM Scale
Step 1	Step 1	39,932	46,334	47,239	49,048
	Step 2	40,831	47,261	48,183	50,028
Step 2	Step 3	41,729	48,188	49,128	51,009
Step 3	Step 4	43,816	50,597	51,584	53,559
	Step 5	45,131	52,114	53,132	55,166
Step 4	Step 6	46,445	53,632	54,679	56,773
Step 5	Step 7	50,160	57,923	59,053	61,314
	Step 8	52,167	60,241	61,416	63,767
Step 6	Step 9	54,173	62,558	63,779	66,220
Step 7	Step 10	58,507	67,563	68,881	71,518
	Step 11	60,555	69,927	71,292	74,021
Step 8	Step 12	62,603	72,291	73,702	76,524
Step 9	Step 13	66,984	77,353	78,862	81,881
	Step 14	67,319	77,739	79,256	82,290
Step 10	Step 15	67,654	78,125	79,650	82,700
Step 10+L	Step 16*	69,850	80,673	82,248	85,398
Step 10+L+\$600	Step 17A**	70,458	81,280	82,855	86,005
Step 10+5%+\$600	Step 17B**	71,644	82,638	84,240	87,442
Step 10+10%+\$600	Step 17C**	75,027	86,544	88,222	91,577

* To reach Step 16, the member must complete 15 Years of Service

** To reach Step 17, the member must complete 19 Years of Service

17A: Teachers hired after February 1, 1985

17B: Teachers hired prior to February 1, 1985 who were not receiving longevity as of June 30, 1984

17C: Teachers hired prior to February 1, 1985 who were receiving longevity as of June 30, 1984

Note: On June 30, 2014 Schedule A Salary Schedules increase 1.25% to 2009-10 schedule

SCHEDULE B-2

MUSIC

2012/2013: Percentages are based upon teacher's own base salary, less 10%

2013/2014: Percentages are based upon teacher's own base salary

Position	Percentage
Music Coordinator	3.69%
High School Band Director	4.61%
Orchestra	4.61%
Choir	4.61%
Jazz Band	4.61%
Middle School	
Band Director 7th Grade	1.845%
Band Director 8th Grade	1.845%
Orchestra 7th Grade	1.845%
Orchestra 8th Grade	1.845%
Choir 7th Grade	1.845%
Choir 8th Grade	1.845%
Marching Band	
Director (1)	11.06%
Assistant (up to 3)	8.30%
Drill Instructor (up to 2)	5.53%
Percussion Instructor	6.45%
Color Guard Instructor	2.76%
6th Grade	
Band Director	0.92%
Orchestra	0.92%
Choir	0.92%
5th Grade	
Band Director	0.92%
Orchestra	0.92%
Choir	0.92%
Elementary	0.92%
Alla Breve	
5/6 Grade	3.69%
7/8 Grade	3.69%

SCHEDULE B-3
COACHING SALARIES

- A. Steps: Each step represents a year of coaching.
- B. Previous Credit for Experience: 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. Transferring: When transferring within the school system in the same sport, coaches shall be placed on the next closest step to the following year's salary if moving to a higher level. When transferring to a lower level, full credit will be granted for years coaching with the Saline School system.
- D. Head Coach: Where it is necessary to have more than one coach in a particular sport, one will be designated as head coach.
- E. Substitutes: 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 negotiated hourly rate.
- F. Posting Vacancies: Whenever a vacancy within a coaching position arises which the District intends to fill, the vacancy shall be posted in each building with a copy to the Unit Director of the WCEA/SEA. For fall sports, known vacancies shall be posted by June 30th for winter sports by October 14th and for spring sports by February 1st. Vacancies occurring after the deadline dates shall be posted as soon as reasonable.

2012-13

B1 Base \$38,692

Sports: Baseball, Softball, Football, Basketball, Wrestling, Volleyball

Scale A	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Head Coach	\$3,288.82	\$3,946.58	\$4,735.90	\$5,327.89	\$5,993.87	\$6,743.11	\$7,586.00	\$8,534.25
Varsity Assistant	\$2,631.06	\$3,157.27	\$3,788.72	\$4,262.31	\$4,795.10	\$5,394.49	\$6,068.80	\$6,827.40
JV Coach	\$2,466.62	\$2,959.94	\$3,551.93	\$3,995.92	\$4,495.41	\$5,057.33	\$5,689.50	\$6,400.69
Freshman Coach	\$2,137.73	\$2,565.28	\$3,078.34	\$3,463.13	\$3,896.02	\$4,383.02	\$4,930.90	\$5,547.26
Middle School	\$1,808.85	\$2,170.62	\$2,604.75	\$2,930.34	\$3,296.63	\$3,708.71	\$4,172.30	\$4,693.84

Sports: Xcountry, Track, Soccer, Swimming, Gymnastics, Strength & Conditioning

Scale B	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Head Coach	\$2,901.90	\$3,482.28	\$4,178.74	\$4,701.08	\$5,288.71	\$5,949.80	\$6,693.53	\$7,530.22
Varsity Assistant	\$2,321.52	\$2,785.82	\$3,342.99	\$3,760.86	\$4,230.97	\$4,759.84	\$5,354.82	\$6,024.17
JV Coach	\$2,176.43	\$2,611.71	\$3,134.05	\$3,525.81	\$3,966.53	\$4,462.35	\$5,020.15	\$5,647.66
Freshman Coach	\$1,886.24	\$2,263.48	\$2,716.18	\$3,055.70	\$3,437.66	\$3,867.37	\$4,350.79	\$4,894.64
Middle School	\$1,596.05	\$1,915.25	\$2,298.30	\$2,585.59	\$2,908.79	\$3,272.39	\$3,681.44	\$4,141.62

Sports: Tennis, Golf, Cheerleading

Scale C	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Head Coach	\$2,514.98	\$3,017.98	\$3,621.57	\$4,074.27	\$4,583.55	\$5,156.49	\$5,801.06	\$6,526.19
Varsity Assistant	\$2,011.98	\$2,414.38	\$2,897.26	\$3,259.41	\$3,666.84	\$4,125.20	\$4,640.85	\$5,220.95
JV Coach	\$1,886.24	\$2,263.48	\$2,716.18	\$3,055.70	\$3,437.66	\$3,867.37	\$4,350.79	\$4,894.64
Freshman Coach	\$1,634.74	\$1,961.68	\$2,354.02	\$2,648.27	\$2,979.31	\$3,351.72	\$3,770.69	\$4,242.02
Middle School	\$1,383.24	\$1,659.89	\$1,991.86	\$2,240.85	\$2,520.95	\$2,836.07	\$3,190.58	\$3,589.40

2013-14

B1 Base \$43,528

Sports: Baseball, Softball, Football, Basketball, Wrestling

Scale A	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Head Coach	\$3,699.88	\$4,439.86	\$5,327.83	\$5,993.81	\$6,743.03	\$7,585.91	\$8,534.15	\$9,600.92
Varsity Assistant	\$2,959.90	\$3,551.88	\$4,262.26	\$4,795.04	\$5,394.43	\$6,068.73	\$6,827.32	\$7,680.73
JV Coach	\$2,774.91	\$3,329.89	\$3,995.87	\$4,495.35	\$5,057.27	\$5,689.43	\$6,400.61	\$7,200.69
Freshman Coach	\$2,404.92	\$2,885.91	\$3,463.09	\$3,895.97	\$4,382.97	\$4,930.84	\$5,547.20	\$6,240.60
Middle School	\$2,034.93	\$2,441.92	\$2,930.30	\$3,296.59	\$3,708.67	\$4,172.25	\$4,693.78	\$5,280.50

Sports: Volleyball, Xcountry, Track, Soccer, Swimming, Gymnastics

Scale B	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Head Coach	\$3,264.60	\$3,917.52	\$4,701.02	\$5,288.65	\$5,949.73	\$6,693.45	\$7,530.13	\$8,471.40
Varsity Assistant	\$2,611.68	\$3,134.02	\$3,760.82	\$4,230.92	\$4,759.79	\$5,354.76	\$6,024.11	\$6,777.12
JV Coach	\$2,448.45	\$2,938.14	\$3,525.77	\$3,966.49	\$4,462.30	\$5,020.09	\$5,647.60	\$6,353.55
Freshman Coach	\$2,121.99	\$2,546.39	\$3,055.67	\$3,437.62	\$3,867.33	\$4,350.74	\$4,894.59	\$5,506.41
Middle School	\$1,795.53	\$2,154.64	\$2,585.56	\$2,908.76	\$3,272.35	\$3,681.40	\$4,141.57	\$4,659.27

Sports: Tennis, Golf, Cheerleading

Scale C	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Head Coach	\$2,829.32	\$3,395.18	\$4,074.22	\$4,583.50	\$5,156.44	\$5,800.99	\$6,526.11	\$7,341.88
Varsity Assistant	\$2,263.46	\$2,716.15	\$3,259.38	\$3,666.80	\$4,125.15	\$4,640.79	\$5,220.89	\$5,873.50
JV Coach	\$2,121.99	\$2,546.39	\$3,055.67	\$3,437.62	\$3,867.33	\$4,350.74	\$4,894.59	\$5,506.41
Freshman Coach	\$1,839.06	\$2,206.87	\$2,648.24	\$2,979.27	\$3,351.68	\$3,770.64	\$4,241.97	\$4,772.22
Middle School	\$1,556.13	\$1,867.35	\$2,240.82	\$2,520.92	\$2,836.04	\$3,190.54	\$3,589.36	\$4,038.03

**Request for Family Leave of Absence
Maternity/Parental Leave**

Name: _____ Date: _____
Address: _____
Home Phone: _____ Cell: _____ Voice Mail: _____
Position: _____ Building/Dept: _____

I am requesting a Maternity/Parental Leave for the: birth / adoption / foster of a child for: (circle one)
_____ weeks 1 semester 1 year

Estimated date leave will begin: _____ date of return to work: _____

If you plan to continue checking you voice mail and email while on leave it can be maintained. If not, we will temporarily discontinue your accounts until you return. Please check the option you prefer.

Voice Mail: _____ maintain _____ discontinue until my return

Email: _____ maintain _____ discontinue until my return

I plan to use sick days and/or personal business days under the following condition (check off any that apply):

_____ Birth Mother: For any regularly scheduled workdays within the 6-week period immediately following delivery of the baby. Up to 8 weeks if cesarean – notice from doctor or hospital required.

_____ Birth Father & Adoptive/Foster Parents: Up to 15 sick days maximum may be used for family illness in one year. The ESP, SASAA, SASMA, SEA contracts allow family illness days to be used upon adoption of a child if on FMLA leave.

_____ I have applied for additional days from the Sick Bank (SEA members only).

Attach Request for Sick Bank Days. The form is in your SEA Contract.

- I agree to notify the Human Resources Office of any changes in the estimated dates listed above.
- I will notify the Human Resources Office of the date of delivery/adoption as soon as possible and provide a copy of the documentation.
- Birth Mothers Only: I will submit a doctor's notice clearing me to return to work before I am eligible to return.
- Contact Karen Healy at ext. 8008 to determine how the use of sick days, vacation days, personal days and health insurance coverage relate to this leave.
- Members of SASAA, SASMA, and SEA & ESP should refer to their collective bargaining agreement and the Family Medical Leave Administrative Regulation for information on their rights and requirements.

Employee Signature: _____ Date: _____

Approved By: _____ Date: _____

Saline Area Schools Human Resource Office, 200 N. Ann Arbor St., Saline, MI 48176 Fax 734-429-8092

Office Use Only. Initial when completed and all parties notified.

_____ Approval / denial of leave distributed on (date) _____

_____ Long-term sub assigned: _____

_____ Actual date leave begins: _____

_____ Date employee confirms they will return to work: _____

Documents Received:

_____ Delivery/Adoption Official Date: _____ Type of Delivery: _____ regular _____ cesarean

_____ Doctor's release to return to work

_____ Doctor's notice of additional qualifying sick days other than the 6 or 8-week post delivery period.

_____ Explain: _____

cc: Employee, Payroll, Benefits, Principal/Director, SEA or ESP, District Information Office, Personnel File
BoardPolicyManualFolder/FMLAMaternityForm.doc

Form Revised 10/05

Request for Leave of Absence

Employee's Illness/Family Member's Illness

Name: _____ Date: _____
Address: _____
Home Phone: _____ Cell: _____ Voice Mail: _____
Position: _____ Building/Dept: _____

1. I am requesting a Family/Medical Leave of Absence for:
_____ Employee's own illness or serious health condition that makes the employee unable to perform the function of his/her position.
_____ to care for an immediate family member who has a serious health condition requiring my assistance.
Family member's relationship to employee (circle one): Child / Spouse / Parent

2. Method of leave requested:
_____ Consecutive leave. Estimated date leave will begin: _____ end: _____
_____ Intermittent or reduced schedule leave (specify schedule below with projected beginning & ending dates):

3. If you plan to continue checking you voice mail and email while on leave it can be maintained. If not, we will temporarily discontinue your accounts until you return. Please check the option you prefer.

Voice Mail: maintain _____ discontinue until my return
Email: _____ maintain _____ discontinue until my return

- I understand this form must be signed by the Director of Human Resources/designee, to grant a leave of absence for more than two weeks, regardless of whether such leave is covered by sick days, or not. Failure to file this request form promptly may risk the employee's return status.
- I understand that I must submit a Health Care Providers Certification form or other notification from my physician within 15 days of this original request to certify my need for a leave from work.
- If the leave is for my own illness, I understand I must submit a doctor's notice to the Human Resources Office clearing me to return to work before I am eligible to return.
- I agree to notify the Human Resources Office promptly of any changes in the estimated dates listed above.
- Contact Lana Mayfield at ext. 2033 to determine how the use of sick days, vacation days, personal business days and health insurance coverage relate to this leave.
- Members of SASAA, SASMA, SEA, & ESP should refer to their collective bargaining agreement and the Family Medical Leave Act Administrative Regulation for information on their rights and requirements.

Employee Signature: _____ Date: _____
Approved by: _____ Date: _____

Saline Area Schools Human Resource Office, 200 N. Ann Arbor St., Saline, MI 48176 Fax 734-429-8010

Office Use Only. Initial when completed and all parties notified.
 _____ Approval / denial of leave distributed on (date) _____
 _____ Long term sub assigned: _____
 _____ Actual date leave began: _____
 _____ Date employee confirms they will return to work: _____
 Documents Received:
 _____ Health Care Provider's Certification form received: (date) _____
 _____ Doctor's release to return to work received.

cc: Employee, Payroll, Benefits, Principal/Director, SEA or ESP, District Information Office, Personnel File
BoardPolicyManualFolder/FMLAIllnessForm.doc
Form Revised 4/05

REQUEST FOR SICK BANK DAYS

Name: _____ Date: _____

Position: _____ Building: _____ Voice Mail: _____

Approximate Date Leave Begins: _____ Approximate Date Return to Work: _____

I have contacted the Benefits Coordinator in the Business Office and as of _____, 20____,

I have: _____ Sick Days + _____ Personal Business Days = _____ Total Days Available.

I must use all of my sick days before qualifying for sick bank days. Since I will not have sufficient Sick Days to cover my Leave of Absence for Personal Illness/Maternity I am requesting:

_____ Days from the Sick Bank (Not to exceed 29 days from the Sick Bank)

Days requested from the Sick Bank are paid at 70% of the per diem salary.

Employee Signature

Date

Approved by
Director of Human Resources

Date

Submit this request to the Human Resources Office

cc: Employee, Payroll, Benefits, SEA President, Personnel File

Teacher Severance -- Payout of Sick Days

_____ Please process the teacher severance pay for which I qualify.

If you retire under the terms of MPSERS and have not received either the Transition Mentor stipend from Saline Area Schools during your career, you will qualify for a payout of up to \$3,000 for unused sick days. The payment is based upon the teacher's per diem rate multiplied by the number of unused sick days up to the maximum of \$3,000. Employees with 20 years or more of employment as a teacher in Saline Area Schools qualify for up to the full \$3,000. Those with less than 20 years, but who still qualify for retirement under the terms of MPSERS, will have the \$3,000 maximum stipend prorated based on the number of years taught in Saline Area Schools in relation to 20 years.

(# years taught ÷ 20 = % x \$3,000 = Maximum Stipend)

Example: 15 years taught ÷ 20 years = .75 x \$3,000 = \$2,250 maximum stipend

Teacher's Signature: _____ Date: _____

Submit this form to the Human Resources Office before March 30.

cc: Payroll, Benefits, Principal/Director, SEA President, Personnel File

Transition Mentor Program – Request Form

Name: _____ Voice Mail: _____ Phone: _____

Email: _____

Position: _____ Building: _____

I am requesting to begin the Transition Mentor Program beginning August 30, 20____.

I understand that:

- This is a three (3) year commitment and must adhere to language found in Article XXXI.
- I will not be eligible to participate in some other District program as specified in the Transition Mentor Program.
- The Transition Mentor Stipend of \$3,200 per year will be paid along with my regular salary payments.

Association Member

Date

Superintendent/Designee

Date

This form should be submitted to the Assistant Superintendent for Instructional Services along with a description of the work to be completed.

cc: Payroll, Benefits, Principal/Director, SEA President, Personnel File

2012-13ELMSFINAL 2012-2013 Elementary/Middle School Calendar

		August								
		S	M	T	W	T	F	S		
29 - PD 30 - .5 PD/.5 WD 31 - Labor Day Holiday					1	2	3	4	Monthly	
		5	6	7	8	9	10	11	Student days =	0.0
		12	13	14	15	16	17	18	Teacher days =	2.0
		19	20	21	22	23	24	25	To-Date	
		26	27	28	29	30	31		Student days =	0
									Teacher days =	2

		September								
		S	M	T	W	T	F	S		
3 - Labor Day 4 - School begins								1	Monthly	
		2	3	4	5	6	7	8	Student days =	19.0
		9	10	11	12	13	14	15	Teacher days =	0.0
		16	17	18	19	20	21	22	To-Date	
		23	24	25	26	27	28	29	Student days =	19
		30							Teacher days =	2

		October								
		S	M	T	W	T	F	S		
19 - PD			1	2	3	4	5	6	Monthly	
		7	8	9	10	11	12	13	Student days =	22.0
		14	15	16	17	18	19	20	Teacher days =	1.0
		21	22	23	24	25	26	27	To-Date	
		28	29	30	31				Student days =	41
									Teacher days =	3

		November								
		S	M	T	W	T	F	S		
20 - Afternoon & PM Conf. 21 - Comp. Day 22 & 23 - Thanksgiving 29 - Afternoon & PM Conf. 30 - .5 RD/.5 PD						1	2	3	Monthly	
		4	5	6	7	8	9	10	Student days =	18.0
		11	12	13	14	15	16	17	Teacher days =	1.0
		18	19	20	21	22	23	24	To-Date	
		25	26	27	28	29	30		Student days =	59
									Teacher days =	4

		December								
		S	M	T	W	T	F	S		
21 - Last day before Winter Break 25 - Christmas								1	Monthly	
		2	3	4	5	6	7	8	Student days =	15.0
		9	10	11	12	13	14	15	Teacher days =	0.0
		16	17	18	19	20	21	22	To-Date	
		23	24	25	26	27	28	29	Student days =	74
		30	31						Teacher days =	4

		January								
		S	M	T	W	T	F	S		
1 - New Year's Day 7 - School Resumes 21 - MLK, Jr. Day 25 - PD				1	2	3	4	5	Monthly	
		6	7	8	9	10	11	12	Student days =	17.0
		13	14	15	16	17	18	19	Teacher days =	1.0
		20	21	22	23	24	25	26	To-Date	
		27	28	29	30	31			Student days =	91
									Teacher days =	5

2012-13ELMSFINAL 2012-2013 Elementary/Middle School Calendar

		February								
		S	M	T	W	T	F	S		
15-18 - Presidents Days							1	2	Monthly Student days = 18.0 Teacher days = 0.0 To-Date Student days = 109 Teacher days = 5	
		3	4	5	6	7	8	9		
		10	11	12	13	14	15	16		
		17	18	19	20	21	22	23		
		24	25	26	27	28				

		March								
		S	M	T	W	T	F	S		
14 - Afternoon & PM Conf. 15 - .5 PD/ .5 RD 28 - Last day before break							1	2	Monthly Student days = 19.0 Teacher days = 1.0 To-Date Student days = 128 Teacher days = 6	
		3	4	5	6	7	8	9		
		10	11	12	13	14	15	16		
		17	18	19	20	21	22	23		
		24	25	26	27	28	29	30		
		31								

		April								
		S	M	T	W	T	F	S		
8 - School Resumes			1	2	3	4	5	6	Monthly Student days = 17.0 Teacher days = 0.0 To-Date Student days = 145 Teacher days = 6	
		7	8	9	10	11	12	13		
		14	15	16	17	18	19	20		
		21	22	23	24	25	26	27		
		28	29	30						

		May								
		S	M	T	W	T	F	S		
24 - .5 PD/ .5 Comp 27 - Memorial Day					1	2	3	4	Monthly Student days = 21.0 Teacher days = 1.0 To-Date Student days = 166 Teacher days = 7	
		5	6	7	8	9	10	11		
		12	13	14	15	16	17	18		
		19	20	21	22	23	24	25		
		26	27	28	29	30	31			

		June								
		S	M	T	W	T	F	S		
13 - .5 School/.5 RD								1	Monthly Student days = 9.0 Teacher days = 1.0 To-Date Student days = 175 Teacher days = 8	
		2	3	4	5	6	7	8		
		9	10	11	12	13	14	15		
		16	17	18	19	20	21	22		
		23	24	25	26	27	28	29		
		30								

Tri 1 = 59 Tri 2 = 60 Tri 3 = 56
 Professional Development 5
 Records Day 1.5
 Work Day 0.5

2012-2013 High School Calendar

		August								
		S	M	T	W	T	F	S		
29 - PD 30 - .5 PD/ .5 WD 31 - Labor Day Holiday					1	2	3	4	Monthly Student days = 0.0 Teacher days = 2.0 To-Date Student days = 0 Teacher days = 2	
		5	6	7	8	9	10	11		
		12	13	14	15	16	17	18		
		19	20	21	22	23	24	25		
		26	27	28	29	30	31			

		September								
		S	M	T	W	T	F	S		
3 - Labor Day 4 - School begins								1	Monthly Student days = 19.0 Teacher days = 0.0 To-Date Student days = 19 Teacher days = 2	
		2	3	4	5	6	7	8		
		9	10	11	12	13	14	15		
		16	17	18	19	20	21	22		
		23	24	25	26	27	28	29		
		30								

		October								
		S	M	T	W	T	F	S		
18 - Evening Conf. 19 - PD			1	2	3	4	5	6	Monthly Student days = 22.0 Teacher days = 1.0 To-Date Student days = 41 Teacher days = 3	
		7	8	9	10	11	12	13		
		14	15	16	17	18	19	20		
		21	22	23	24	25	26	27		
		28	29	30	31					

		November								
		S	M	T	W	T	F	S		
21 - Comp Day for 10/18 & 1/24 22 & 23 - Thanksgiving 28 - Full Day Exams 29 - .5 Exams/.5 RD 30 - .5 PD/.5 RD					1	2	3	Monthly Student days = 18.0 Teacher days = 2.0 To-Date Student days = 59 Teacher days = 5		
		4	5	6	7	8	9		10	
		11	12	13	14	15	16		17	
		18	19	20	21	22	23		24	
		25	26	27	28	29	30			

		December								
		S	M	T	W	T	F	S		
21 - Last day before Winter Break 25 - Christmas								1	Monthly Student days = 15.0 Teacher days = 0.0 To-Date Student days = 74 Teacher days = 5	
		2	3	4	5	6	7	8		
		9	10	11	12	13	14	15		
		16	17	18	19	20	21	22		
		23	24	25	26	27	28	29		
		30	31							

		January								
		S	M	T	W	T	F	S		
1 - New Year's Day 7 - School Resumes 21 - MLK, Jr. Day 24 - Evening Conf. 25 - PD			1	2	3	4	5	Monthly Student days = 17.0 Teacher days = 1.0 To-Date Student days = 91 Teacher days = 6		
		6	7	8	9	10	11		12	
		13	14	15	16	17	18		19	
		20	21	22	23	24	25		26	
		27	28	29	30	31				

2012-2013 High School Calendar

		February								
		S	M	T	W	T	F	S		
15-18 - Presidents Days							1	2	Monthly	
		3	4	5	6	7	8	9	Student days =	18.0
		10	11	12	13	14	15	16	Teacher days =	0.0
		17	18	19	20	21	22	23	To-Date	
		24	25	26	27	28			Student days =	109
									Teacher days =	6

		March								
		S	M	T	W	T	F	S		
13 - Full Day Exams 14 - .5 Exams/.5 RD 15 - .5 PD/.5 RD 28 - Last day before break							1	2	Monthly	
		3	4	5	6	7	8	9	Student days =	19.0
		10	11	12	13	14	15	16	Teacher days =	2.0
		17	18	19	20	21	22	23	To-Date	
		24	25	26	27	28	29	30	Student days =	128
		31							Teacher days =	8

		April								
		S	M	T	W	T	F	S		
8 - School Resumes			1	2	3	4	5	6	Monthly	
		7	8	9	10	11	12	13	Student days =	17.0
		14	15	16	17	18	19	20	Teacher days =	0.0
		21	22	23	24	25	26	27	To-Date	
	30 - 1 Hr PM Conf	28	29	30					Student days =	145
									Teacher days =	8

		May								
		S	M	T	W	T	F	S		
1 - 1 Hr PM Conf 2 - 1 Hr PM Conf					1	2	3	4	Monthly	
		5	6	7	8	9	10	11	Student days =	21.0
		12	13	14	15	16	17	18	Teacher days =	1.0
		19	20	21	22	23	24	25	To-Date	
	24 - .5 PD/ .5 Comp	26	27	28	29	30	31		Student days =	166
	27 - Memorial Day								Teacher days =	9

		June								
		S	M	T	W	T	F	S		
12 - Full Day Exams 13 - .5 Exams/.5 RD								1	Monthly	
		2	3	4	5	6	7	8	Student days =	9.0
		9	10	11	12	13	14	15	Teacher days =	1.0
		16	17	18	19	20	21	22	To-Date	
		23	24	25	26	27	28	29	Student days =	175
		30							Teacher days =	10

Tri 1 = 59 Tri 2 = 60 Tri 3 = 56

Professional Development 5
Records Day 2.5
Work Day 0.5

LETTER OF AGREEMENT

This Letter of Agreement is entered into between Manchester Community Schools, and Saline Area Schools (the "District") and Manchester, and Saline Education Association, MEA/NEA] (the "Association").

Recognizing the importance of making quality health care products and services available and doing so in a cost effective manner, the District and the Association agree as follows:

1. The Association acknowledges that the District has elected to become a member of a Health Plan Purchasing Consortium (the "Consortium") as authorized under Section 5(3) of the Public Employee Health Benefit Act, and as further authorized under the provisions of the Revised School Code.
2. The District and Association further recognize and acknowledge the duty to bargain insurance benefits, policy specifications, coverages and the allocation of premium responsibility for employee benefit plans are under the Public Employment Relations Act. The Association recognizes that it is within the District's sole discretion to enter into or withdraw from the Consortium at the date of renewal. If the District elects to withdraw from the Consortium, then the District and the Association shall abide by the contractual language of the collective bargaining agreement regarding health insurance prior to entering the Consortium. The District shall provide notice to the Association of intent to bargain 30 days prior to the renewal date.
3. The District and the Association acknowledge that employee benefit plans or products from MESSA will be made available to eligible Association bargaining unit members through the District's participation in the Health Plan Purchasing Consortium. The District and the Association have agreed that Association bargaining unit members will be allowed to enroll in those plans effective July 1st, 2012 and that such plans or products made available through the Consortium shall replace those otherwise in effect for Association bargaining unit members on that date.
4. The duration of the commitments made in this Letter of Agreement shall not be affected by the expiration of any current or successor collective bargaining agreement between the District and the Association. The durational commitments for participation in the employee benefit plans accessed through the Consortium shall supersede any conflicting or contrary terms of an existing or successor collective bargaining agreement between the District and the Association, to the extent of any such conflict or inconsistency.
5. The parties further voluntarily waive and relinquish their respective rights

7/1/12 11:00 AM GR B. AB AR

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under the Public Employment Relations Act (PERA) for the period beginning July 1st, 2012 and concluding on June 30th, 2014 to negotiate any contrary durational commitment with regard to the procurement and maintenance of the specified insurance products and employee benefit plans through the June 30th, 2014 end date. Further, the District and the Association agree that their designation of specified insurance products and employee benefit plans through the Consortium satisfies their mutual obligation to bargain over the benefits, policy specifications and coverage's of those insurance products and employee benefit plans, and that neither party shall be obligated to bargain with respect to those matters for the duration of the commitment to maintain those insurance products and employee benefit plans, as indicated in this Letter of Agreement. However, these limitations shall not apply to the offering of alternative plan structures through the initially selected vendor, as is specified in paragraph 3 of this Letter of Agreement.

6. Nothing in this Letter of Agreement shall waive, qualify, or diminish in any way, the respective rights and obligations of the District and the Association to negotiate over allocation of premium responsibility between the District and enrolled Association bargaining unit members for the insurance products and employee benefits plans in which those individuals and their eligible dependents (if applicable) are enrolled. Each District shall pay no more of the annual costs or illustrative rates and any payments into a health savings account, flexible spending accounts, or similar accounts used for health care costs than a total amount equal to the State defined "Hard Cap" or 80% of annual premiums based upon single person, individual and spouse, and full family coverage for that school year. Further, nothing in this Letter of Agreement constitutes a limitation on the obligation of the District to comply with those provisions of state or federal law that may require a specified level of employee premium contribution for enrollment in any employee benefit plans.
7. Nothing in the terms of this Letter of Agreement is intended to confer eligibility upon any employee (or their eligible dependants, if applicable) to enroll in an employee benefit plan or program, it being recognized that those eligibility determinations are set forth in the collective bargaining agreement between the District and the Association and are not intended to be altered or modified by the terms of this Letter of Agreement.
8. Any disputes over the interpretation, application, or implementation of the terms of this Letter of Agreement shall be resolved under, the grievance procedure in the collective bargaining agreement then in effect between the District and the association. The grievance procedure shall survive the expiration of the collective bargaining agreement for disputes over the interpretation, application or implementation of the terms of this Letter of

N.M.W. Call 9th B.M.B. A.P.

Agreement.

- 9. By entering into this Letter of Agreement, neither the District nor the Association amend, modify, waive, or qualify any other provisions, conditions, rights or duties specified in their current or any successor collective bargaining agreement between them, except as are otherwise specifically waived, modified or relinquished herein.
- 10. The parties agree the insurance provider for the Consortium shall provide to the District the claim data specified in MCL 124.85(3) regarding the District's covered beneficiaries. If the data is not provided, the carrier shall be notified it has 30 days to cure the issue. If the data is not provided within the 30 day cure period, the District shall have the right to withdraw from the Consortium prior to June 30, 2014.
- 11. Upon the expiration of this Letter of Agreement on June 30th, 2014, the District and the Association shall resume negotiations to bargain over the benefits, policy specifications and coverage's of those insurance products and employee benefit plans within or outside of the Consortium .
- 12. This Letter of Agreement shall become effective, July 1st, 2012 and shall expire on June 30, 2014.

**Manchester Area Schools
Board of Education**

By: D. Marlene Wager
Its: President

Dated: June 26, 2012

**Manchester Education Association,
MEA/NEA**

By: Cheryl E. Case
Its: President

Dated: June 26, 2012

97 88 MB 488

CS

6/2012

**Manchester Education Support
Personnel Association, MEA/NEA**

By: Stephen J. Boyd
Its: PRESIDENT

Dated: 6/28, 2012

**Saline Area Schools
Board of Education**

By: [Signature]
Its: Superintendent

Dated: 6/26, 2012

**Saline Education Association, ,
MEA/NEA**

By: [Signature]
Its: President

Dated: 6/26/, 2012

Participating District

Lincoln Consolidated Schools
Board of Education

By: [Signature]
Its: Superintendent

Dated: 6/28/, 2012

Participating Association,

Lincoln Education Association
MEA/NEA

By: Jacklyn J. Shock
Its: President

Dated: June 28, 2012