

**Saline Area Schools
Board of Education**

and

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

Collective Bargaining Agreement
January 1, 2022 – December 31, 2024

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AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 2022, 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 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 not in a supervisory position 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.
- B. The Board agrees not to negotiate with any certified staff 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. 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 school 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.

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 and the Saline Education Association, recognize that cooperation, coordination and communication is absolutely necessary in order to effectively realize and attain the vision of the Saline Area School District, and;

FURTHER, that the **Saline Board of Education and the Saline Education Association** recognize that quality and excellence in every aspect of our school organization for achieving the goals stated in the Mission Statement of the Saline Area School District and;

FURTHER, that the **Saline Board of Education and the Saline Education Association** 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, 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 and the Saline Education Association, 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 pledge to accept the responsibility as individuals and on behalf of their constituents for ensuring that the afore cited Guiding Principles form the basis for all that we do in the Saline Area School District. Certified staff shall signify their pledge through signing the Acknowledgment of our Resolution for Quality and Excellence.

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 certified staff salaries, hours, and other conditions of their employment. Any agreement so negotiated shall apply to all certified staff 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 certified staff or certified staff and no certified staff 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 CERTIFIED STAFF RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that certified staff 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 certified staff 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 certified staff 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 certified staff lounge bulletin boards, at least one of which shall be provided in each school building. The Association may use the District mail service, certified staff mailboxes, and electronic communication systems for communications to certified staff regarding Association business. No certified staff 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 certified staff. Likewise, the Board agrees to make available to the Association, in response to reasonable written requests, 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 certified staff 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. Certified staff 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 certified staff 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, color, national origin, sex, (including sexual orientation or transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information or any other legally protected category (collectively, Protected Classes”)
- J. The Association agrees that it shall admit all certified staff to its membership without discrimination by reason of, to race, color, national origin, sex, (including sexual orientation or transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information or any other legally protected category (collectively, Protected Classes”) and to represent all certified staff 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 certified staff, 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 website. The cost shall be at the expense of the Board. All certified staff 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 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 certified staff and students 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
GRIEVANCE PROCEDURE

- A. A claim by a certified staff 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 certified staff 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 certified staff.
- 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:

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.

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.

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.

Within five (5) school days after receipt of the appeal, the Superintendent or his designees shall investigate the grievance, including giving the aggrieved certified staff 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 certified staff involved and the Association representative.

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.

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).

Fourth Step: 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) school 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.

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.

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) school 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.

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 certified staff.
 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 Certified Staff'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 IX
QUALIFICATIONS AND ASSIGNMENTS

- A. Special Certificates: The employment of certified staff under special certificates is to be permitted only in cases of absolute necessity or where the certified staff 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 Certified staff - Vacation: All certified staff 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 certified staff.

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

ARTICLE X
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. Administrators who have been hired from the Saline teaching staff shall be transferred to the teaching staff from a supervisory or administrative 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 certified staff may apply in writing for said opening within the above time limit.

- B. Vacancy in SEA: All known, vacant positions covered by the Bargaining Unit will be posted per current District procedures. Postings will exist for at least ten (10) school days before they are filled. Any qualified certified staff may apply in writing for said openings within the above-mentioned time limit. A position is considered vacant when it is created, vacated or restored as determined by the Board or its designee (s).”

1. Voluntary Transfer Requests: Voluntary Requests 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 XI
SENIORITY
DEFINED

- A. Date of Hire Defined: Effective with hire dates after July 1, 2006, the certified staff length of professional service in the District will begin on the first calendar day of the certified staff work year. This will be considered the certified staff 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, certified staff 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 certified staff 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 XII
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. 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.
- C. Substitute Certified Staff: The Board will endeavor at all times to maintain an adequate list of substitute certified staff.
Certified staff 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 certified staff has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute certified staff.
- D. Student Teachers: Supervision by certified staff personnel of a student teacher shall be voluntary and no certified staff shall supervise more than one such student teacher simultaneously. Student teachers shall be assigned only to tenured certified staff or to certified staff with not less than two (2) years' experience. Certified staff personnel shall receive as compensation for such efforts the stipend paid by the certified staff training institution.
- E. First Response Team Training: Members of the First Response Teams from each building shall be provided training as needed leading to certification in:
1. Adult AED – Annually Update/Training
 2. Adult CPR – Annually Update/Training
 3. First Aid – Once every three (3) years
- F. Non-Tenured Assignments:
1. No Bargaining Unit member who is placed in a position other than as classroom certified staff personnel 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 classroom certified staff personnel (if the Tenure Act so provides)
 2. Bargaining unit members who are not covered by the provisions of the Michigan Teacher 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 certified staff 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 certified staff 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 XIII
TEACHING HOURS

- A. Normal Work School Day: The certified staff normal teaching hours in the schools shall be:
1. Start Time: Certified staff shall be at their teaching station no later than fifteen (15) minutes before the class schedule begins. Certified staff may be asked to supervise students 10 minutes prior to the beginning of the class schedule.
 2. Length of School Day: The parties agree that all full time certified staff will be available at their assigned schools for a total of seven and one half (7.5) continuous hours per school day with the exception of those school days addressed below in Section B.4 and on scheduled certified staff meeting school days. Each certified staff 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 certified staff duties related to the above

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

3. Submit Hours: In order to be able to more easily administer the planning time and communicate certified staff hours to the public, a copy of the certified staff hours shall be submitted by semester to the building principal.
 4. Leaving Premises: Certified staff shall not leave school during their regularly assigned workday unless notification is provided to a building administrator. Signing out in a district provided form in the building office satisfies the notification requirement. On Fridays, or on school days preceding holidays or vacations, the teaching day shall end at the close of the pupil's day. In case of emergency, certified staff shall be expected to remain with the students.
 5. Lunch: All certified staff 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: Certified staff personnel 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 certified staff 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 certified staff, the administrator, and the association.

The foregoing language shall not be applicable to foreign language, band, orchestra, and music classes, classes within alternative education programs, 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 certified staff will use this time for classroom preparation. In order to provide elementary certified staff 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 certified staff are absent.
- E. Open House: Attendance at (1) open house per year may exceed the contractual limit. If the attendance at open houses exceeds the contractual limits; the Board will pay the certified staff for any time in excess thereof at the negotiated hourly rate.
- F: Travel Time: Certified staff traveling from one building to another in the Saline School District will be allowed 30 minutes' travel time for commuting between buildings. The traveling certified staff will have those 30 minutes compensated at the current negotiated hourly rate. In addition, the traveling certified staff will be paid one-way mileage (assuming 6 commutes per week, minus school days absent, calculated at the end of each trimester) at the current IRS reimbursement rate per the district mileage table.
- G. Extra Class (Overage): If a certified staff volunteers to teach an extra class over the normal teaching load, the certified staff shall be paid using the following formula for each class over the norm.

Kindergarten through Sixth Grade: When a full time certified staff is assigned a course that meets less than one full class period, they will be compensated each trimester that they teach the overage following the Middle School and High School Trimester schedule. Their annual/yearly salary will be multiplied by the following factor:

$\frac{\text{length of the class period}}{900}$. This is the pay per trimester.

Seventh through Twelfth Grades:

When a full time certified staff at the Middle school or High School is assigned an extra class or overage they shall be compensated at a factor of 0.0833 or (1/12) for each trimester the overage occurs. If an extra class is assigned for a period other than a full trimester, the 0.0833 or (1/12) factor shall be prorated accordingly. The pay for the extra class will be figured by multiplying the certified staff annual/yearly 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 during that trimester. The payment to the certified staff will begin within four weeks of the inception of the scheduled class. All overages will be paid for school days when students are scheduled to be in attendance, (excluding school days when the certified staff is on a leave of absence).

- 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 certified staff. In addition, demands are made for attendance at staff conferences, parent-certified staff conferences, room-parents meetings, and the like, which demands can readily become excessive. It is accordingly agreed that if such activities shall exceed two (1) hour and 12 minutes per week, or four (4) hours per month, the Board will pay the certified staff for any work in excess thereof at the negotiated hourly rate. Staff meetings will take place immediately before or after the student school day.
- I. Full Time Assignments: Full-time teaching loads for all positions covered under this agreement are subject to the following:
1. Certified staff shall not be assigned not more than three hundred (300) minutes of classroom instruction, supervised study, and/or transit time between classes, **unless the agreed upon bell schedule in the appendix is used.**
 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 certified staff 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:

**FULL-TIME
TEACHING LOAD**

Position		Units
High School Regular Ed Certified staff	4	Periods taught daily out of 5
Middle School Regular Ed Certified staff	4	Sections taught daily out of 5
Elementary Specials (HV, PR, WM)	20	72 min. sections taught each week
Kindergarten and Elementary Certified staff	1	Section taught each school day
Speech Therapist	S	7.5 hr. student days each school day

Where: S=number of scheduled student school 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 certified staff 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 certified staff 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 certified staff training school days, certified staff in-service school days and records days for the entire school day.
6. Both parties recognize the need for regular attendance at district, building, grade level and departmental meetings. Part-time certified staff 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 school day. Nevertheless, part-time certified staff share the responsibility for agenda items. Administrators may require a part-time certified staff 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 school days, record days, conferences, open houses and the like, the District shall pay part-time certified staff a flat fee as shown below. The fee shall be paid at the end of each trimester.

	3/4 (FTE \geq $\frac{3}{4}$)	2/4 ($\frac{3}{4}$ < FTE \geq $\frac{2}{4}$)	1/4 (FTE < $\frac{2}{4}$)
5 years or less	\$100	\$200	\$300
10 years or less, more than 5 years	\$150	\$300	\$450
More than 10 years	\$200	\$400	\$600

ARTICLE XIV

CALENDAR

- A. The school calendar will follow state laws regarding the number of school days and total hours of instruction.
- B. The format, dates, and total hours of Professional Development will be negotiated.
- C. Act of God School Days/Hours: Consistent with current Michigan law, the District shall schedule at least 1098 instructional hours. 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 school days of student instruction will be scheduled at the end of the school year in half day increments.
 - 3. Any additional school days and certified staff professional development hours will be scheduled following the current school schedule of school 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 certified staff to report for work in such circumstances.
 - 5. Parent Conferences: Comp time earned for working the regularly scheduled Parent certified staff conferences is taken as indicated in the calendar each year.

ARTICLE XV
TEACHING CONDITIONS AND CLASS LOADS

- A. It is acknowledged that the primary duty and responsibility of the certified staff is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the certified staff is primarily utilized to this end.
- B. Pupil-Certified Staff Ratio: Both parties recognize that the pupil-certified staff 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	TRIMESTER MAX
Kindergarten	25	28	28
Elementary (1 st Grade only, any class)	27	30	30
Elementary (2 thru 6, any class)	30	34	34
Middle School (7-8) and High School (9-12)			
English	31	35	124
Social Studies	31	35	124
Math	31	35	124
Science	30	34	120
Language	31	35	124
Business	31	35	124
Physical Education	40	45	160
Health	31	35	124
Drafting	30	34	120
Technology Education (HS 9-12)	25	28	100
Technology (MS 7-8)	31	35	
Career and Tech. Education	25	28	100
Art	30	34	120

Extra students: if it becomes necessary for a certified staff to be assigned more than the maximum number of students, the affected certified staff shall be paid \$200 for each child over the trimester maximum.

- 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 certified staff and the Association.
- D. Student Work Stations: The District shall, in consultation with the certified staff, 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. Certified staff 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: Certified staff are required to perform functions outside of teaching duties as follow: Certified staff will provide supervision of students from the homeroom to the bus. In the event of a reported bomb scare, the certified staff will assist Administration by visually scanning their classroom and assisting in supervision of students.
- I. Driving Bus: Under no conditions shall certified staff 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 certified staff 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 certified staff for their reasonable use for local calls only.
- M. Parking: Parking facilities shall be made available to certified staff and certified staff shall park only in the area designated by the administration.

- N. 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 certified staff 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 certified staff 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 certified staff will be responsible for providing the general education certified staff 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 XVI

LEADERS

A. Department Designations:

1. The High School shall have Certified Staff Leaders in the following departments: Mathematics, Science, Social Studies, Technical Education, Foreign Language, Life Management Education, Business, English, Special Education.
2. The Middle School shall have Certified Staff Leaders in the following departments: Special Education, Mathematics, Science, Social Studies, Life Management Education, English, World Language and Electives.
3. Each elementary building, and young 5's shall have the following section certified staff leaders: One per grade level at each building (Young 5's through 6) and Special Education.
4. The District shall have Certified Staff Leaders in the following departments:

Art: One (1) K-6 leader and one (1) 7-12 leader

Counseling: One (1) K-4, One (1) 5-8, and One (1) 9-12

ECSE: Early Childhood Special Education

Media: One (1) K- 5

Music: One (1) 9-12

Physical Education: One (1) K-4, One (1) 5-8, and One (1) 9-12

Psychologist

Social Work

Speech (1) K-5 (2) 6-12

World Language: One (1) K-8 and One (1) 9-12

Young Adult

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 Certified Staff Leaders:
- The members of each department so designated may recommend to the administration, in writing by May 1st, a person for appointment as a Certified Staff Leader 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 Certified Staff Leader. All certified staff leader recommendations are certified staff-leader shares are subject to District approval.

Certified Staff-leader assignments may be split by no more than two (2) people and all job shares are subject to district approval.

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

- C. Compensation: The department/section grade level certified staff leader so selected to include Young 5's, Psychologist, Young Adult, ECSE (Early Childhood Special Education, Speech 1(k-5) and 1 (6-12), Social Work shall receive compensation to the following.

No. of Members in Department or Section Rounded to the Nearest	Percent of Annual Base Salary
F.T.E.	
0-6	3%
7-8	3.5%
9-10	4%
11-13	4.5%
14 and above	5%

- D. Certified Staff Leader Duties: The certified staff leader (or certified staff leaders) is a critical component to instructional improvement.

Certified staff leader responsibilities include:

- ❖ providing leadership for implementation of Professional Development activities
- ❖ providing guidance with curricular reviews
- ❖ providing support in instructional improvement in the department and throughout the school / district

The position of certified staff leader shall not be considered as a supervisory position. Specific departmental duties shall be as previously outlined with any changes being determined by the certified staff leader(s) and the administration.

- E. Monthly Meetings: All members shall meet on a schedule to be determined between the individual building administrator and the association. In doing so the administration shall consult with his/her Certified Staff Leaders.

ARTICLE XVII
CURRICULUM ADVISORY COUNCIL

- A. Department is responsible for curriculum development 7-12.
 - 1. 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 certified staff 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. Certified Staff Leaders will facilitate the curriculum process.
 - 2. Elementary
 - a. All certified staff 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.

Certified staff leader responsibilities include:

- Providing leadership for implementation of Professional Development Activities
- Providing guidance with curricular reviews
- Providing support in instructional improvement in the department and throughout the school/district

The position of certified staff leader shall not be considered as a supervisory position. Specific departmental duties shall be as previously outlined with any changes being determined by the certified staff leader (s) and the administration.

E. Monthly Meetings: All members shall meet on a schedule to be determined between the individual building administrator and the association. In doing so the administration shall consult with his/her Certified Staff Leaders.

ARTICLE XVIII
CERTIFIED STAFF MENTOR PROGRAM

In an effort to assist new certified staff with the transition into Saline Area Schools, the District has created a certified staff mentor program. Mentor certified staff responsibilities are supportive in nature with the responsibility of evaluating new certified staff resting solely with the administration.

A. Mentor Responsibilities (FIRST YEAR)

All newly hired certified staff shall receive a mentor during their first year of teaching in Saline Area Schools who will be selected by the building principal after consultation with grade level or department chairs. The support provided to the new certified staff by his/her mentor shall be above and beyond department or grade level curriculum work. The new certified staff and his/her mentor should anticipate and document approximately 40 hours of work during the year.

1. Introduce new certified staff to all affected staff.
2. Attend new certified staff orientation in August with new certified staff.
3. Assist new certified staff with evaluation and e-portfolio preparation.
4. Become familiar with the new certified staff background, college courses and previous teaching or work experience.
5. Draft a calendar of meeting dates and submit to principal by Sept. 15.
6. Review grade level / department curriculum individually with new certified staff.
7. Professional Days Available (a total of 2 are allotted)
 - a. Mentor will assist certified staff in locating relevant staff development activities to attend.
 - b. Mentor will arrange for new certified staff to observe within or outside the District in an area of interest or need.
 - c. Other uses as determined by coach/certified staff/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.
10. The building principal, after consulting with grade level or department chairs will determine no later than June 30 whether or not the new certified staff would benefit from a second year mentor and inform both the new certified staff and his/her mentor in writing.

B. Mentor Responsibilities (SECOND YEAR)

If the building principal decides that the 2nd year certified staff would benefit from a 2nd year of support with his/her mentor above and beyond department or grade level curriculum work, the 2nd year certified staff and his/her mentor should anticipate and document approximately 20 hours of work during the year.

1. Draft a calendar of meeting dates and submit to principal by Sept. 15.
2. Assist 2nd year certified staff with evaluation and e-portfolio preparation.
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 1st.
6. Evaluate program/make suggestions for improvement.

C. Mentor Responsibilities (For certified staff deemed Ineffective or Minimally Effective)

All certified staff who receive a final effectiveness rating of ineffective or minimally effective shall receive a mentor for the next calendar year in Saline Area Schools. The support provided to the ineffective or minimally effective certified staff by his/her mentor shall be supportive in nature and above and beyond department or grade level curriculum work. The responsibility for evaluating the ineffective or minimally effective certified staff rests solely with the administration. The ineffective or minimally effective certified staff and his/her mentor should anticipate and document approximately 40 hours of work during the year.

1. Assist certified staff with evaluation and e-portfolio preparation.
2. Become familiar with the ineffective or minimally effective certified staff most recent evaluation and assist with the development of success strategies.
3. Review progress of goals established in IDP and suggest strategies for improvement.
4. Draft a calendar of meeting dates and submit to principal for approval by Sept. 15.
5. Review grade level / department curriculum individually with new certified staff.

6. Professional Days Available (a total of 2 are allotted).
 - a. Mentor will assist certified staff in locating relevant staff development activities to attend.
 - b. Mentor will arrange for new certified staff to observe within or outside the District in an area of interest or need.
 - c. Other uses as determined by coach/certified staff/administration.
7. Keep appropriate documentation of the years' activities, which is due in the building principal's office by May 1 each year.
8. Evaluate program/make suggestions for improvement.
9. The building principal will determine no later than June 30 whether or not the new certified staff would benefit from a second year mentor and inform both the new certified staff and his/her peer coach in writing.

Miscellaneous Provision:

1. Standard Stipend: A first year mentor will receive 3% 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.
2. Certified Staff Assistance Mentor Stipend: A mentor providing assistance to a certified staff who has received a final effectiveness rating of ineffective or minimally effective shall receive a stipend equal to 3% of the B.A. Step 1 base.
3. 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.
4. Tenured Certified Staff's Change of Assignment: A mentor may be assigned to a certified staff who is involuntarily transferred to a new position. For example, elementary to secondary, special education to general education, or general education to guidance counselor, etc.
 - a. In such circumstances, the mentor will receive a stipend of 1.5% of the B.A. Step 1.
 - b. The decision to grant mentor for a voluntarily transferred certified staff rests solely with the District and is not subject to the grievance procedure.

ARTICLE XIX
CERTIFIED STAFF IMPROVEMENT

- A. The parties support the principle of continuing training of certified staff, participation by certified staff 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 certified staff 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 certified staff must apply in advance for a Certified Staff Improvement Day. Each certified staff is eligible to request reimbursement for an annual certified staff improvement budget (prorated for part time staff). Certified staff may apply for a total one lump sum during the life of the current contract. Certified staff have \$700.00 of certified staff improvement funds for the academic year. Certified staff-improvement funds cannot be earned for years not employed with the district. For example, a certified staff 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 Certified Staff Improvement School 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 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. Certified Staff Improvement School Days do not have to be used before Professional School Days can be requested.

9. Everyone has two (2) Certified Staff Improvement School Days and an annual certified staff improvement budget. Additional school days may be approved by the Assistant Superintendent of Instruction. The certified staff improvement system may be accessed three (3) times in a school year.
 10. Graduate credit earned toward your Masters degree may be reimbursed through Certified Staff 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.
 11. Up to \$250 of the \$700 allocated for certified staff improvement funds may also be used to pay/reimburse fees associated with joining professional organizations, purchasing periodical subscriptions, and purchasing texts/books related to teaching responsibilities.
- C. Approval may be contingent on substitute availability. Every effort will be made to provide proper substitute coverage
- D. No more certified staff 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. **Certified Staff Training Rate:** The District, from time-to-time may offer certified staff training/professional development opportunities outside the school calendar. Attendance at these trainings will be optional and will be paid at a rate of 60% of the member's daily rate for each day of training. Days can be taken in ½ day increments.

ARTICLE XX
STUDENT DISCIPLINE AND CERTIFIED STAFF PROTECTION

- A. The Board recognizes its responsibility to give all reasonable support and assistance to certified staff with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the certified staff 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 certified staff 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 certified staff may, within reason, use such force as is necessary to protect himself/herself from attack or to prevent injury to another student.
- C. A certified staff 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 certified staff 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 certified staff, or other measures, short of suspension, will first be exhausted.
- E. Any case of assault upon a certified staff 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 certified staff of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the certified staff in connection with handling of the incident by law-enforcement and judicial authorities.
- F. Time lost by a certified staff in connection with any incident mentioned in this Article shall not be charged against the certified staff.
- G. No action shall be taken upon any complaint by a parent of a student directed toward a certified staff, nor shall any notice thereof be included in said certified staff personnel file unless such matter is promptly reported in writing to the certified staff concerned.
- H. Certified staff 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 XXI
PROFESSIONAL BEHAVIOR

- A. Certified staff 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. Certified staff shall comply with verbal directions and orders of the Board or its representative provided that a certified staff 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 certified staff reflect adversely upon the teaching profession and create undesirable conditions in the school building.
- C. Each certified staff must assume the responsibility for filing his/her Michigan teaching certificate or other document indicating same with the Human Resources office no later than 5:00 pm of June 30th of the certificate's expiration year. The Superintendent will notify the certified staff in question prior to the fifteen-day limit. Such certified staff must file with the Human Resources office in addition to a valid Michigan certified staff 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. Certified staff shall refrain from discussing collective bargaining of the local Association and Association grievance matters with pupils.

ARTICLE XXII
PERSONAL BUSINESS, PROFESSIONAL DAYS & OTHER

A. Personal Business Days: At the beginning of every school year, each certified staff shall be credited with two (2) school days to be used for the certified staff personal business. A personal business day may be used for any purpose at the discretion of the certified staff. Certified staff planning to use a personal business school day or school days shall notify his/her principal at least two (2) weeks in advance, except in cases of emergency. 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. This agreement caps the total number of approved personal business days within the district to 25 per day for all certified staff.

1. Personal Days & Holidays: The District shall limit the number of personal business days that may be used before or after a holiday, district-wide, to no more than ten (10) certified staff members per holiday.

- If a staff member wishes to request to use a personal business day (s) before or after a holiday, they shall notify the District in writing using the appropriate form by the 2nd Friday in September.
- Should more than (10) certified staff members request to use personal business day (s) before or after a holiday, a blind drawing of certified staff members submitting requests shall be conducted on the Monday after the 2nd Friday in September to determine those approved for use.
- Failure to request to use personal business days before or after a holiday by the established guidelines may request in denial of the request whereby the decision of the District shall be final and not subject to the grievance process.
- A certified staff member who is granted the opportunity to use personal business day (s) before or after a holiday shall be ineligible to do so again for the next three (3) academic years.
- The use of personal business days before or after a holiday shall not be used in conjunction with Article XXIII, Section A, subsection 4.
- 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. District Closed: If the District 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 certified staff has used all their sick days, they may convert a personal business day into a sick day.
4. Trade Sick Days for personal Business Days: If a certified staff who has been with the District 15 or more years has an emergency or family business that cannot be conducted at other reasonable times, he/she may convert available sick time into additional personal business time. The first 2 additional personal business days shall be converted at a 2:1 ratio, (2 sick for 1 additional personal business day). The remaining days, (maximum of 3 additional days) shall be converted at a 3:1 ratio, (3 sick for 1 additional personal business day). The opportunity to convert sick time into 3 or more personal business days shall occur not more than once every five (5) academic years.
5. Unused Personal Business Days: Certified staff with unused personal business day(s) remaining at the end of the school year and 30 or more sick days shall have the 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 Human Resources not later than the last scheduled certified staff member's workday, receive \$100.00 per day for any unused day(s).

Certified Staff members with fewer than 30 sick days shall have their remaining unused personal days added to their sick leave accumulation under Article XXII A (3).

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 certified staff shall take more than three (3) school days in the school year for such purposes and provided further the certified staff 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) school 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 professional 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 certified staff 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 certified staff 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 certified staff.
- D. Jury Duty: A leave of absence with pay shall be granted to certified staff who are summoned and report for jury service. Any stipends paid by the court for jury service on days for which the certified staff 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 certified staff 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 certified staff salary as computed on a daily basis and the daily witness fee paid by the court.

ARTICLE XXIII

SICK LEAVE

- A. Sick Leave: Sick leave may be used for absences caused by illness or physical disability of the certified staff. Sick leave shall be credited at the beginning of the school year in accordance with the following years of service in the District:
- | | |
|--------------------|---------|
| 1. 1-10 Years | 12 days |
| 2. 11-20 Years | 15 days |
| 3. 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 certified staff 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 certified staff may be absent for up to two periods per day (preparation period counts as one period)

4. The absent certified staff will not be assessed a partial sick day unless the covering certified staff 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 practice is for occasional and infrequent absences
- F. Accumulation: The unused portion of such allowance shall accumulate from year to year until the member accumulates 90 days. Once a member accumulates 90 sick days, their sick days shall no longer accumulate. The non-accumulation of sick days shall be contingent on the district providing long-term disability insurance.
1. For those members with more than 90 sick days, they may use those sick days for 100% pay compensation until their total equals 90.
- G. Excessive Absence: The administration may request a doctor's certificate attesting to the illness of any certified staff member after an five (5) absences in cases of suspected abuse. The Association shall be notified.
- H. Workers' Compensation: Absence due to injury or illness incurred in the course of the certified staff employment compensable under the Michigan Workers' Compensation Act shall not be charged against the certified staff sick leave days. The Board shall pay to such certified staff 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 certified staff 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 certified staff have used all their sick days, they may convert a personal business day into a sick day.
- K. Certified Staff Maternity Leave Assistance: Certified staff who will be giving birth to a baby and have exhausted their sick and personal business allowance may request assistance as determined by the District.
1. Maternity Leave Assistance will be granted when said certified staff is hospitalized or under doctor's care and unable to return to work related to giving birth (including the first 6 weeks immediately following delivery of a baby – 8 weeks if cesarean). A letter from the certified staff physician will be required to certify the need for sick bank leave. The language on Excessive Absence, also applies.
 2. No staff member will be granted more than 29 days from the sick leave bank per school year.
 3. Application for Maternity 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).

4. All Maternity 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 certified staff employee take a physical or mental examination to determine whether involuntary sick leave is warranted.
- M. Inclement Weather: In the event that certified staff personnel use one (1) sick day and the district is closed, the certified staff member shall not be charged for that one (1) sick day. This does not apply to those certified staff members on a leave of any sort.

ARTICLE XXIV
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
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 certified staff 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 weeks), 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 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: Certified staff personnel who qualify for an FMLA leave and who wish 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. Certified staff 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 certified staff being considered to have resigned, unless the certified staff 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 certified staff to submit to an examination by an independent physician to further substantiate the certified staff ability to return to work.

3. Certified staff 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 certified staff 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 certified staff 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. Certified staff on any approved leave of absence shall notify the Board, in writing, not later than March 1st if s/he intends to return to employment for the next school year immediately following said leave. Failure to supply such notice shall relieve the Board of any obligation to return the certified staff to work.
 2. Certified staff 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, Certified Staff 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 certified staff 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 certified staff 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 certified staff 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 s/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 XXV
SABBATICAL LEAVE

- A. Certified staff 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. Certified staff 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 certified staff, 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 certified staff 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 certified staff 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 certified staff 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 XXVI
CERTIFIED STAFF SEVERANCE FOR UNUSED SICK DAYS

*****Language to be removed from contract effective April 1, 2022.*****

Language remains until April 1, 2022 as the district Certified Staff Severance is available for staff who meet eligibility requirements.

- 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 certified staff shall have been employed in the Saline School District for twenty (20) years.
- B. A certified staff 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 prorated 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 certified staff per diem rate multiplied by the number of unused sick days up to a maximum of \$3,000.00 for a certified staff with 20 years or more (prorated for those with less than 20 years).
- D. A certified staff 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. The certified staff will complete the "Payout of Sick Days" form.
- E. In the event that the retiring employee dies, after having qualified to receive Certified staff Severance for Unused Sick Days, the benefits defined herein shall be paid to the beneficiary of the retiring employee.

ARTICLE XXVII
COMPENSATION

- A. Placement of Salary Scale: Certified staff shall be placed 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: Newly hired certified staff shall be given full credit up to and including one (1) year of previous teaching experience. Additional experience may be given upon the agreement by the Superintendent and SEA.

For New Hires with Advance Degrees

New hires with advanced degrees will advance to full Masters salary after 3 years of service in Saline.

- C. The Salary Schedule is based upon the academic year as set forth in Schedule A and the normal teaching load as defined in this Agreement.
- D. Curriculum Rate is \$29.90
- E. Extra Duty: Certified staff involved in extra duty assignments set forth in Schedules B-1 and B-2. The B1 Schedule is linked here. The B2 schedule is attached to and incorporated in this Agreement. Both the B1 and B2 schedules shall be compensated in accordance with the provisions thereof. All certified staff shall be compensated in accordance with the provisions of this Article and the annexed schedules without deviation.

F. Mileage Reimbursement: Certified staff 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 certified staff when their personal automobiles are used as provided in this Section.

G. One Year:

For regular full time certified staff, 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 certified staff must complete 66% of their assigned year-long schedule to qualify for one year's experience.

H. Advanced Degrees:

1. Certified staff who plan to move from the BA to MA or from MA to MM shall complete the required coursework prior to September 1. Verification shall be sent to the Human Resources office to activate the new pay rate. If verification is received after the first pay period, pay will be retroactive for the current school year once verification is presented.
2. All staff currently on the Masters Plus +30 salary lane will be grandfathered over and placed onto the double master's lane.

I. Errors: The parties agree that any error made by the administration in placing certified staff on the proper step of the salary schedule shall be adjusted either for the benefit of the certified staff 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 certified staff to their proper placement on the salary schedule or to make them 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 though no money shall be paid by either party to compensate for those errors.

J. 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 certified staff 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 certified staff 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.

K. Summer Employment:

1. Teaching staff employed during the summer for the purpose of program development or curriculum revision shall be paid at the negotiated hourly rate.
2. One \$800 stipend for additional summer work related to managing assessments, and communicating results and placements to teachers and administrative staff.
This stipend may be split by no more than two people

L. MEAP tutoring: Certified staff 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.

M. 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.

N. Retirement: The School District will pay retirement under the laws related to the Michigan School Public Employee Retirement System (MSPERS)

O. 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.

P. 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 president's 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.

- Q. Yearbook Stipend: Certified personnel who teach Yearbook classes shall qualify for an annual stipend of \$4,900.00 paid over 21 or 26 pays.
- R. Salary increases: The appropriate salary schedule for each year of this agreement is appended to this document.
- S. Payroll Statements:
1. All association members will have their pay electronically deposited in a 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 certified staff summer break checkout.
 3. The members pay will be deposited every other Friday.
- T. Special Education Stipend: The District and SEA agree that our special education staff are required to perform an extraordinary amount of work to maintain legal compliance, and as such have agreed that: all Special Education Service Providers shall receive a \$1,000.00 annual stipend to be paid in the last pay in June.
- U. Reimbursement requests from expenses incurred after July 1st and prior to December 1st shall be made no later than 5:00 pm December 15th. The district shall notify the staff of this due date starting December 1st. Failure to comply may result in denial of the reimbursement request.
- Reimbursement request from expenses incurred after December 1st and prior to April 1st shall be made no later than 5:00 pm April 15th. The district shall notify the staff of this due date starting April 1st. Failure to comply may result in denial of the reimbursement request.
- Prior approval from the building administrator is required for any reimbursable purchase made after April 15th. Any expense made during this time shall be submitted for reimbursement no later than July 15th.
- V. Along with continuing all of the Collective Bargaining Agreement rights and obligations the SEA and the District wish to emphasize that:
1. steps and lane changes will be awarded as outlined in the contract and
 2. there will be no changes to schedules B-1, B-2, or B-3.
- W. Instructional Designers shall be paid a \$2,000.00 stipend for summer work and training.
- X. Certified staff will be paid \$50 per class covered during their planning period.

ARTICLE XXIII
INSURANCE PROTECTION

The Board agrees to furnish to all certified staff the following insurance protection.

- A. Life Insurance: The Board shall provide without cost to the certified staff, group life insurance protection which shall pay to the certified staff designated beneficiary the sum of \$45,000.00 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 certified staff will be prorated.
- C. District Benefit for 2022 and 2023:
- Single = \$7,304.51 (\$6,304.51 premium / \$1,000 HSA contribution)
 - Single + 1 = \$15, 276.01 (\$13,276 premium / \$2,000 HSA contribution)
 - Full family = \$19,921.45 (\$17,921.45 premium / \$2,000 HSA contribution)
 - The District contribution for ancillary coverage (dental, vision, life and LTD) shall be the full cost of covered benefits whether Single / Single +1 / Full Family.
 - Pak B costs for the members who are not electing district health care coverage shall be the value of the single person cost.
 - The District benefit will remain the same in 2023.
 - The District benefit will increase by 1.25% over the 2023 amounts in 2024.
- D. The District will offer cash-in-lieu of benefits (C.I.L.) that will provide a \$7,500.00 benefit to any employee who declines benefit coverage through the District's plan offerings. To qualify for the C.I.L. benefit, the following will apply:
- Employees electing C.I.L. must elect PAK B single coverage at no cost to the District (and may elect PAK B 2 person or full family - also at no cost to the District).
 - Employees may purchase single +1 or full family Pak B at their own cost.
 - Saline Area Schools employee spouses of covered Saline Area Schools employees shall receive \$3,000 but the employee shall pay the cost of ancillary coverage.

E. District Provided HSA Contribution

- An employee who selects HDHP (PAK D ABC) and enrolls in an HSA (health savings account) shall also receive a \$1000 (single) or \$2000 (single + 1 or full family) District-provided HSA contribution. The District-provided contribution shall be paid in equal installments (just as the employee premium share is deducted over equal installments). Employees who receive 26 pays shall have deductions and district provided benefits preat in equal installments over their pay schedule.
- If an employee or covered family member incurs deductible expenses in excess of \$500 beyond the current District-provided HAS contribution, the employee shall receive the District- provided HSA contribution to cover the expense. In no case shall the District-provided contribution exceed the negotiated amount (\$1,000 single or \$2,000 single + 1 or full family). The employee shall provide documentation supporting the need for advancement.

ARTICLE XXIX
TAX SHELTERED ANNUITY

- A. Optional Certified Staff 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 are no Bargaining Unit members involved in that TSA program for thirty (30) calendar days.
- C. Changes may be made at any time.

ARTICLE XXX
EDUCATIONAL ASSISTANCE PROGRAM

- A. The District will create a student loan forgiveness program to attract and retain new hires. Eligibility is limited to employees within their probationary period.
- B. The program will expire on January 1, 2026, but can be continued upon mutual agreement of the District and SEA.
- C. Employees showing student loan debt may receive up to \$1500 annually at the successful conclusion of each academic year payable to the lender or the student loan servicer (details will be supplemented).
- D. Costs covered by the student loan forgiveness program must be incurred prior to employment at Saline Area Schools.
- E. This program will expire on January 1, 2026 but can be continued upon mutual agreement of the District and SEA.

ARTICLE XXXI
DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 2022 to extend the Master Agreement between the Saline Area Schools and the Saline Education Association to December 31, 2024. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

BOARD OF EDUCATION
Saline Area Schools

By: *Jennifer Steben* 01/28/2022
President, Board of Education

By: *Kandace Jones* 01/28/2022
Secretary, Board of Education

SALINE EDUCATION ASSOCIATION

By: *Brian Boze* 01/28/2022
President, SEA

By: *Brian Boze* 01/28/2022
President, WCEA/SEA

ARTICLE XXXII
NON-CERTIFICATED STAFF PROVISIONS

The below provisions shall be read in addition to or in place of existing terms contained within 2013-2015 Collection 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** certified staff, 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:

Certified staff shall be entitled to full rights of citizenship, and no religious or political activities of any certified staff or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such certified staff. Consistent with Code of Ethics of the Education Profession the private and personal life of any certified staff 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 certified staff under special certificates is to be permitted only in cases of absolute necessity or where the certified staff 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 certified staff who are working within their area of competence, certified staff 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 certified staff 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 certified staff affected shall be consulted. In no event will changes in certified staff schedules be made later than three (3) weeks preceding commencement of the school year, unless an emergency situation requires same. All certified staff 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 any time 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 certified staff. Preference in making such assignments will be given to certified staff 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 Certified Staff 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 certified staff, 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 certified staff 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 certified staff 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 certified staff 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 certified staff 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 certified staff along with the needs and interests of the school system whenever such a transfer is made. The superintendent/ designee shall promptly notify the certified staff involved Upon request of said certified staff, the Superintendent/designee shall inform

the certified staff 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 certified staff 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 certified staff 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 certified staff 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 certified staff length of professional service in the District will begin on the first calendar day of the certified staff work year. This will be considered the certified staff 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, certified staff 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 certified staff 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 certified staff employed by the Board, the Board will retain as nearly as possible:
 - 1. Those certified staff having the longest professional service in the District from the last date of hire
 - 2. Those certified staff 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.
- 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 reduction.
 - Certified staff being laid off shall be given at least thirty- (30) calendar days' notice prior to the effective date of layoff. Under normal circumstances, layoff 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 certified staff contract or this agreement will cease if a certified staff is laid off or terminated under this section, it is agreed that a certified staff 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. Certified staff 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 certified staff last known address.
 4. If a certified staff fails to accept an offer of re-employment in writing within five (5) days from date of receipt of notification the certified staff shall have no further rights of reinstatement. It is the certified staff's responsibility to keep the Board informed of his/her address and telephone number during the summer months.
 5. A certified staff 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 certified staff will be hired until certified staff eligible for recall have been recalled as provided in this Article.
- I. A. **Lay-Off Period:** The Board shall have no obligation to recall any probationary certified staff 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 Certified Staff 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 certified staff possessing permanent certificates and regularly employed in the District during the normal school year. No certified staff 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. Certified staff 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:

- A. A certified staff teaching class for one hour shall receive one-half hour of additional preparation time.
- B. A certified staff teaching class for two hours shall receive one hour additional of preparation time.
- C. No certified staff shall be required to teach more than two hours of summer school.
- D. 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, certified staff will be assigned to teach in their area of specialization, and certified staff 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 **Certified Staff Evaluation**, and read as follows:

- A. The administration shall organize a program of evaluation for tenure and probationary certified staff, which shall be directed toward helping the certified staff 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 certified staff scheduled to be evaluated for purposes of reviewing the evaluation process and procedures.
- C. For a formal, written evaluation of a classroom certified staff, 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 certified staff 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 certified staff to:
1. Receive a copy of the evaluation.
 2. Discuss the evaluation on a step-by-step basis.
 3. Allow the certified staff the opportunity to review the evaluation, and return comments (written) within three school days following the conference.
 4. Have the certified staff sign and date the evaluation. The certified staff signature indicates that s/he has read the evaluation.
 5. Final conference for probationary certified staff should occur by April 10.
 6. Final conference for tenured certified staff should be completed by May 30.
- E. The evaluation process shall be completed prior to May 30.
- F. All monitoring or observation of a certified staff shall be conducted openly and with full knowledge of the certified staff.
- G. It shall be the objective of the administration to provide professional assistance to the certified staff in the form of consultation following evaluation.
- H. Tenured certified staff shall be evaluated at least every third year at a mutually agreed upon time. Any certified staff can request an evaluation at any time.
- I. Evaluation Process: The same basic evaluation procedure and process will be used for all certified staff. Presently, said procedure is the Staff Appraisal Program as summarized below.

Probationary Certified staff

1. New certified staff coach/mentor identified and program initiated (See guidelines/expectations).
2. Certified staff and coach/mentor develop and submit yearly plan to principal/supervisor by September 30.
3. Principal/supervisor meets with probationary certified staff (and coach/mentor, if necessary or requested) to review District evaluation plan.
4. By November 1, the principal/supervisor meets with the probationary certified staff 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 Certified Staff

1. Formal evaluation every three (3) years
2. Principal/supervisor meets with all tenured certified staff 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 Certified Staff Grievance:** Should a probationary certified staff 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 certified staff may grieve the content of any evaluation only through the Board level of the grievance procedure, but not beyond. However, a probationary certified staff may grieve procedure violations through Step 4 of the Grievance Process.
- K. **Review Personnel Files:** Each certified staff 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 certified staff 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 certified staff, such breaches, which may relate to the Code of Ethics shall, with the agreement of the certified staff, 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 certified staff 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 certified staff shall be disciplined or reprimanded without just cause. Any such discipline, including adverse evaluation of certified staff 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 certified staff, all information forming the basis for disciplinary action will be made available to the certified staff and the Association.

2022-23, 23-24, 24-25 Salary Schedule

2022-2023					2023-2024 & 2024-2025				
		BA	MA	MM			BA	MA	MM
STEPS	1	\$43,500	\$49,000	\$53,000	STEPS	1	\$43,500	\$49,000	\$53,000
	2	\$45,240	\$50,960	\$55,120		2	\$45,240	\$50,960	\$55,120
	3	\$47,050	\$52,998	\$57,325		3	\$47,050	\$52,998	\$57,325
	4	\$48,932	\$55,118	\$59,618		4	\$48,932	\$55,118	\$59,618
	5	\$50,889	\$57,323	\$62,003		5	\$50,889	\$57,323	\$62,003
	6	\$52,924	\$59,616	\$64,483		6	\$52,924	\$59,616	\$64,483
	7	\$55,041	\$62,001	\$67,062		7	\$55,041	\$62,001	\$67,062
	8	\$57,243	\$64,481	\$69,744		8	\$57,243	\$64,481	\$69,744
	9	\$59,533	\$67,060	\$72,534		9	\$59,533	\$67,060	\$72,534
	10	\$61,914	\$69,742	\$75,436		10	\$61,914	\$69,742	\$75,436
	11	\$64,391	\$72,532	\$78,453		11	\$64,391	\$72,532	\$78,453
	12	\$66,966	\$75,433	\$81,591		12	\$66,966	\$75,433	\$81,591
	13	\$69,645	\$78,451	\$84,855		13	\$69,645	\$78,451	\$84,855
	14	\$72,431	\$81,589	\$88,249		14	\$72,431	\$81,589	\$88,249
	15	\$75,328	\$84,852	\$91,779		15	\$75,328	\$84,852	\$91,779
				YEARS	20	\$76,328	\$85,852	\$92,779	
					25	\$76,828	\$86,352	\$93,279	

Salary Schedule Notes

- A. Changes to pay rates go into effect with the first pay of the 2022 School Year.
- B. 2022-23: Placement upon the new pay scale:
 - 1. All staff will advance one step upon exiting the pay bridge (see Endnote)
 - 2. All staff will then add \$1400 to the salary amount of their new step
 - 3. All staff will then move to the appropriate step in the new pay scale that pays at least the value of the new step + \$1,400
- C. 2023-34: Creation of step 20 to be awarded after the completion of 19 years of service in Saline that equates to a \$1,000 increase from step 15.
- D. 2023-24: Creation of step 25 to be awarded after 24 years of service in Saline that equates to a \$500 increase from step 20.
- E. Step Movement and Lane Changes
 - 1. 2022-23: Steps and Lanes granted to eligible employees
 - 2. 2023-24: Steps and Lanes granted to eligible employees
 - 3. 2024-25: Steps and Lanes granted to eligible employees
- F. For 2022 Only: employees currently on the MA + 30 scale: These employees will move to the first step on the MM scale which represents a wage increase of at least \$1,400.

SCHEDULE B-1 EXTRA SERVICES DUTIES

- A. Percentages are multiplied on a base of:
- 2021: 41,846
 - 2022-23, 23-24, and 24-25 will be: 43,500
- B. All positions may be shared, and the stipend will be shared, with the compensation split proportionally.
- C. In the event the Board formally authorizes and approves a new school club, and the certified staff involved does not volunteer his services, the Board shall negotiate the rate of compensation with the Association.
- D. International and Domestic
1. International Trips: \$1,000.00
 2. Domestic Trips: \$500.00
 3. Overnight student trips both international and domestic, while school is in session: .01 (1%)
Overnight trips for CTE competition trips do not qualify for this stipend due to their access to the consortium stipend. (Art. XXIX(P))
- E. The link to all B1 Extra Service duties is found by [clicking here](#).

SCHEDULE B-2
MUSIC

2022-23, 23-24, 24-25: Percentages are based upon certified staff'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 7 th Grade	1.845%
Band Director 8 th Grade	1.845%
Orchestra 7 th Grade	1.845%
Orchestra 8 th Grade	1.845%
Choir 7 th Grade	1.845%
Choir 8 th 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	
Alla Breve	0.92%
5/6	3.69%
7/8	3.69%

SCHEDULE B-3

COACHING
SALARIES

- A. Steps: Each step represents a year of coaching.
- B. 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.
- C. Head Coach: Where it is necessary to have more than one coach in a particular sport, one will be designated as head coach.
- D. 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.
- E. Posting Vacancies: Whenever a vacancy within a coaching position arises which the District intends to fill, the vacancy shall be posted.

2022-23, 23-24, 24-5

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	\$3,699.88	\$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

Sports: Cross Country, 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

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 Coaches

Coaches will be placed on the following scale based on whether they are a lead coach, an assistant coach, or a blue/gold split program. Designation shall be made by the athletic director. Blue/Gold sports may have one Lead Coach per program.

Football, Basketball, Wrestling, Volleyball	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
MS-Current	\$2,034.93	\$2,441.92	\$2930.30	\$3296.59	\$3708.67	\$4172.25	\$4693.78	\$5280.50
MS-Lead Coach	\$1933.18	\$2319.82	\$2783.79	\$3131.76	\$3523.24	\$3963.64	\$4459.09	\$4963.67
MS-Asst Coach or Blue/Gold Coach	\$1729.69	\$2075.63	\$2490.76	\$2802.10	\$3152.37	\$3546.41	\$3989.71	\$4488.43

XC, Track	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
MS-Current	\$1795.53	\$2154.64	\$2585.56	\$2908.76	\$3272.35	\$3681.40	\$4141.57	\$4659.27
MS-Lead Coach	\$1705.75	\$2046.91	\$2456.28	\$2763.32	\$3108.73	\$3497.33	\$3934.49	\$4426.31
MS-Asst Coach or Blue/Gold Coach	\$1526.20	\$1831.44	\$2197.73	\$2472.45	\$2781.50	\$3129.19	\$3520.33	\$3960.38

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

Name: _____ Date: _____

Address: _____ City: _____ Zip Code: _____

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 trimester/semester

1 year

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

If you plan to continue checking your 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.

Maintain: _____ voicemail _____ email

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 works days 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 e to return to work before I am eligible to return.
- Contact HR 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 in their rights and requirements.

Employee Signature: _____ Date: _____

Approved By: _____ Date: _____

Saline Area Schools Human Resource Office, 200 N. Ann Arbor St., Saline, MI 48176

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, Benefit's, Principal/Director, SEA or ESP, District Information Office, Personnel File
Board Policy Manual Folder/FMLA Maternity Form.doc
Form Revised 10/16

Employee's Illness/Family Member's Illness

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

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

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):

If you plan to continue checking your 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 Human Resources 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

CERTIFIED STAFF MATERNITY LEAVE ASSISTANCE

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 Certified staff Maternity Leave Assistance not to exceed 29 days.

Days requested from the Certified staff Maternity Leave Assistance 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

Certified Staff Severance – Payout of Sick Days

Form Expires April 1, 2022

_____ Please process the certified staff 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 certified staff 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 certified staff 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

Certified Staff Signature: _____ Date: _____

Submit this form to the Human Resources Office before March 30, 2022.

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

1. On January 1, 2021, certified staff will move forward to a blended pay rate. Blended pay rates are indicated in the tables on the following pages. The blended rate is the value of 26 pays at a step plus 17 pays at the next step.
2. Certified staff members will be paid at the new 20 Months Pay Rate (column F) from January 1, 2021 through August 31, 2022. It is recognized by both parties that the blended pay rates extend beyond the life of the larger contract extension.
3. Employees will have the opportunity to change lanes on 1/1/21 and 9/1/21.
4. The intent of the blended pay bridge is to allow the District to transition to a pay year that matches the school working calendar without reducing the pay certified staff would receive during that transition.
5. Absent an agreement at the expiration of the pay bridge, an employee will remain at the blended rate they started on January 1, 2021.
6. Subject to negotiation, on September 1, 2022, it is the intent of the parties to return certified staff to the pay scale that exists as of November 30, 2020, giving certified staff two years on the salary schedule.
7. Stipends based on a percentage of certified staff's salary shall be computed based on the following hypothetical:

An employee that is on BA1 in December 2020, moves to a salary blend of BA2 and BA3 on January 1, 2021. If they have a salary-based stipend it would be treated as follows-

For 2021 - Stipend is calculated as a percentage of BA2

For 2022 - Stipend is calculated as a percentage of BA3