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Saginaw Public Schools Board of Education and Saginaw Education Association (1989)

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Saginaw Public Schools Board of Education and Saginaw Education Association (1989)

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AGREEMENT

between

**The Board of Education of the
Saginaw Public Schools**

and

**The Saginaw
Education Association**

Saginaw, Michigan

7/90

1989-1990

AGREEMENT

between

THE BOARD OF EDUCATION OF THE
SAGINAW PUBLIC SCHOOLS

and

THE SAGINAW
EDUCATION ASSOCIATION

SAGINAW, MICHIGAN

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ARTICLE I

Recognition

- A. The Board hereby recognizes the Saginaw Education Association as the sole and exclusive bargaining representative in accordance with Act 336 of Michigan Public Acts of 1947 as amended through Act 379 of 1965, and Act 176 of Michigan Public Acts of 1939 as amended through Act 282 of 1965 for the duration of this Agreement for a unit consisting of all State Certificated, authorized or endorsed teaching personnel including librarians, social workers, diagnosticians, BRITE evaluators, coordinators, occupational and physical therapists and assistants, and Career Opportunity Center teachers, and all full time and regular part time Adult Basic Education personnel and Adult High School personnel accreted in Michigan Employment Relations Commission Case #R88-B-77 but excluding the Superintendent, assistant superintendents, directors, principals, assistant principals, daily rate substitutes, summer school and night school teachers, executive and administrative personnel and supervisors.

Unless otherwise indicated, when used in this agreement the term:

"Teacher" will refer to all employees in the above bargaining unit.

"Adult Education" refers only to those positions accreted in MERC Case #R88-B-77.

"Elementary" and "Secondary" and "K-12" do not refer to Adult Education.

- B. For the purposes of this Agreement, executive, administrative and supervisory personnel as defined by law shall be those employees who possess the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibility to direct them, or to adjust their grievances or effectively recommend the above action, as well as those employees who possess the authority to formulate, determine and effectuate district policy or whose jobs require them to effectively recommend such action.
- C. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board. The exercise of judgment and discretion by the Board and its administrators, if made in good faith and for valid reasons, not in conflict with the express terms of this Agreement, shall be upheld.
- D. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or municipal regulations as they pertain to education.

ARTICLE II

Professional Negotiations

- A. 1. Not later than June 1 of the calendar year in which this Agreement expires, or 60 days prior to the expiration of this Agreement, whichever is sooner, the Board agrees to negotiate with the Association over a Successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' salaries and all other conditions of their employment. Such negotiation will include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any agreements so negotiated will apply to all teachers, and will be reduced to writing and signed by the Board and the Association.
2. During negotiation, the Board and the Association will present relevant data, exchange points of view and make proposals and counterproposals. As of the time such information is made available to the Board, the Board will provide the Association with documents relating to budgetary proposals, requirements and allocations which are presented at any regular meeting of the full Board or to any other governmental body. The Board will make available to the Association for inspection all pertinent records of the Saginaw

School System at the written request of the Association which request shall specify the records desired. Such records will be made available at the offices of the Board and will not be removed from the Board's offices. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation.

3. If the negotiations described in this Section A have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.
- B. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- C. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member or designated representative.
- D. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- E. The Board agrees not to negotiate at any time with any teachers' organization other than that designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965. The Board will not make individual agreements with teachers in conflict with the provisions of this Agreement. The Board further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in salaries or other conditions of employment to become effective during the term of this Agreement.

(See also Article XXVII.J.)

ARTICLE III

Grievance Procedure

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers and/or arising from the language of this Agreement or an alleged breach thereof. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the unit described in Article I above will not constitute a grievance.
2. An "aggrieved person" or "grievant" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the

grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement. For the purposes of processing grievances after the close of the school year, the term "school days" as used herein shall mean weekdays, excluding holidays.

1. Level One: A teacher with a grievance will first discuss it with his/her principal or immediate superior, either directly or through the Association's Building Representative, with the objective of resolving the matter informally within thirty (30) school days of the time the teacher knew, or should have known, of the act or condition on which the grievance is based. When the immediate superior is different from the principal, the teacher will be notified who he/she is in writing.
2. Level Two:
 - (a) If the principal or immediate superior makes no decision, or does not satisfy the grievant within five (5) school days, the grievant will file the written grievance, signed by the grievant, with the Association's President or Executive Director within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented orally, whichever is sooner.
 - (b) The President or Executive Director will refer the grievance to the Assistant Superintendent-Administration and Personnel, within five (5) school days after receipt of the grievance.
 - (c) The Assistant Superintendent or his/her designee will represent the Administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Assistant Superintendent, the Assistant Superintendent or his/her designee will meet with the aggrieved person in an effort to resolve it.
 - (d) If a teacher does not file a grievance in writing with the President or Executive Director and the written grievance is not forwarded to the Assistant Superintendent within forty (40) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived.
3. Level Three: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Assistant Superintendent, he/she may file the grievance in writing with the Chairman of the Grievance Committee within five (5) school days after a decision by the Assistant Superintendent, or fifteen (15) school days after he/she has first met with the Assistant Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the Grievance Committee may refer it to the Superintendent of Schools. Said referral shall be in writing and shall state the issue involved and the relief requested. Within fifteen (15) school days after receiving the written grievance, the Superintendent, or his/her designee, will meet with the aggrieved person for the purpose of resolving the grievance.
4. Level Four:
 - (a) If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after the meeting with the Superintendent or his/her designee in Level Three, the Association may within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after the meeting with the Superintendent or his/her designee, whichever is sooner, by written notice to the Board, submit the grievance to arbitration. Grievances which do not allege a violation of a specific article and section of this Agreement may be processed through Level Three, but will not be arbitrable.

- (b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association will confer in an attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the specific period, a request for a list of arbitrators will be made by the moving party within ten (10) days to the American Arbitration Association. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- (c) The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. Arbitration of grievances arising from the language of this Agreement or an alleged breach thereof will be final and binding.
- (d) The arbitrator shall have no power to alter, modify or add to or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether a specific article and section of this Agreement has been violated. The decision of the arbitrator, if within the scope of this authority as set forth above, shall be final and binding.
- (e) The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association.

D. Rights of Teachers to Representation

- 1. No reprisals of any kind will be taken by either party or by any member for the administration against any party in interest, any School Representative, any member of the Grievance Committee or any other participant in the grievance procedure by reason of such participation.
- 2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except he/she may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

- 1. If, in the judgment of the Grievance Committee, a grievance affects a group or class of teachers, the Grievance Committee may submit such grievance in writing to the Assistant Superintendent-Administration and Personnel directly and the processing of such grievance will be commenced at Level Two.
- 2. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairman of the Grievance Committee. Decisions rendered at Level Four will be in accordance with the procedure set forth in Section C, Paragraph 4 (c).
- 3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 4. Forms for filing grievances, serving notices, taking appeals, making reports, and recommendations, and other necessary documents will be jointly prepared and given appropriate distribution by the Director of Labor Relations so as to facilitate operation of the Grievance Procedure.

5. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of any legal remedy which he/she presently has provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article, it being understood that in the event a tenure teacher is discharged pursuant to Article XIII, said tenure teacher may have the benefit of all levels of the Grievance Procedure including arbitration, provided that if a tenure teacher shall request a hearing under the provisions of the Michigan Tenure Act, the grievance shall be dismissed forthwith.
6. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.
7. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the Grievance Procedure.
8. Any claim or complaint subject to the procedure specified in the Teacher Tenure Act shall not be the basis of any grievance filed under the procedures outlined in this Article except as provided in Paragraph 5 above.
9. a.) Failure to reemploy or the termination of services of any probationary teacher shall not be the basis for a grievance.
b.) The placing of a probationary teacher on a third year probation shall be grievable but not arbitrable.
10. No back pay or financial claim shall be awarded prior to sixty (60) calendar days prior to the date of filing of a written grievance.

(See also Article XXVII., E. & G. and Appendix K)

ARTICLE IV

Salaries

- A. The salaries of all persons covered by this Agreement are set forth in Appendix A which is attached hereto and made a part hereof.
- B. The Board agrees to adopt the individual teacher contract forms attached hereto as Appendix B.
- C. Effective August 29, 1983, and thereafter, no bargaining unit member who is placed in a position other than as a classroom teacher after said date, shall be deemed to be granted continuing tenure in such position by virtue of this contract or any individual contract of employment but shall only be able to gain tenure as a classroom teacher, it being understood that Adult Education teachers are only eligible to gain tenure as Adult Education teachers.
- D. Bargaining unit members who are not covered by the provisions of the Michigan Teachers Tenure Act, i.e., are not eligible to gain tenure, shall be subject to a probationary period of two years of service with the District (i.e., four full semesters) during which time they shall be considered probationary or non-tenure teachers under the terms of the collective bargaining agreement for purposes of evaluation, dismissal, etc. Upon successful completion of their probationary period, said employees shall receive the contract of employment shown in Appendix B, Tenure Teacher; and shall be subject to the evaluation procedure for tenure teachers, although it is specifically understood that said employee is not granted teacher tenure but rather it is specifically withheld. Said bargaining unit members who have already held such position for two complete years shall be deemed to have completed their probationary period and shall be afforded the protections provided for in Article XIII, Section D., paragraphs 1 through 5, regardless of when the Board shall elect to dismiss them, while Adult Education teachers shall be afforded the protection of Article III.

ARTICLE V

Teaching Hours and Teaching Loads

K-12 TEACHERS ONLY (A through L)

- A. 1. The normal required teacher's work day between the hours of 6:45 and 5:30 p.m. shall not exceed a continuous period of (1) elementary - 7 hours, (2) junior high - 7 hours, 10 minutes, (3) senior high - 7 hours, 30 minutes. The normal required teacher's work day for non-classroom teachers such as psychologists, social workers, teacher consultants, physical and occupational therapists, audiologists, and similar ancillary personnel, shall be 7 hours exclusive of a lunch period. It is further understood that non-classroom teachers at the secondary level do not have a scheduled preparation period as such but rather whatever time is necessary for preparation, planning, and conference time is worked into their regular day's activities.
2. Exceptions to A.1 above are as noted in Appendix A./F.5.a.
3. Teachers will normally be at their teaching stations unless otherwise scheduled by the principal. Such time shall be spent in professional activities such as preparation, student evaluation, pupil conferences and, if scheduled, inservice training and faculty meetings. Parent-teacher conferences, which cannot be held during the regular work day, will be scheduled by the teacher within a reasonable period after the regularly scheduled conference period.
4. In the elementary schools the classroom teacher's normal work day shall be divided into the following segments:
- (a) Teachers shall have a planning, preparation, conference period from 8:10 a.m. to 8:40 a.m.
 - (b) The period from 8:40 a.m. to 8:45 a.m. shall be supervision.
 - (c) Classes shall begin at 8:45 a.m.
 - (d) Morning classes shall be dismissed at 11:30 a.m.
 - (e) The period from 11:30 a.m. - 12:20 p.m. shall be teachers' lunch period.
 - (f) The period from 12:20 p.m. - 12:30 p.m. shall be supervision.
 - (g) Afternoon classes begin at 12:30 p.m. and shall end at 3:00 p.m.
 - (h) The period from 3:00 p.m. to 3:10 p.m. shall be supervision.
- Group planning and evaluation sessions shall be scheduled as needed by the staff within the planning period. Said starting time, above, may be changed so long as such change does not conflict with Section "A" herein.
5. Exceptions to the above provisions and Sections D and F of this Article may be made if the principal or other appropriate administrative official determines that it is required to do so in the best interests of the educational process and in such cases the SEA Building Chairperson shall be so notified. In the event an exception is necessary, teachers will be compensated at the rate established in Appendix A., Sections 5, 6, or 7, as applicable. A disagreement of whether an exception is justified will be subject to the grievance procedure. Deviations in the case of an individual teacher will not be longer than the remainder of the school year. Acceptance of such assignments shall be in writing with a copy provided to the SEA Building Chairperson.
- B. 1. The mutually-agreed official calendars shall be attached to this agreement as Appendix C. The Board agrees that the teachers'

work year will not exceed 186 scheduled work days (187 for newly hired teachers).

2. It is agreed that at least one full day of the non-student work days during the opening week of school shall be reserved exclusively for teachers to work in their classrooms. The Administration reserves the right to spread this time over the opening week of meetings.
- C.
1. Teachers may be required to remain after school without additional compensation for up to one hour and twenty minutes after the close of the normal work day twice a month to attend meetings called by the school principal. Where split schedules exist, schedules may be arranged so that all teachers may attend the same meeting. Teachers may, upon approval of the principal, place educationally related items on the agenda, such agenda to be given to teachers twenty-four (24) hours in advance of the meeting except in emergencies. The SEA representative may give a report at the end of each meeting. Such meetings shall normally be scheduled on Tuesdays.
 2. Attendance at professional meetings, such as jointly sponsored inservice workshops and conferences, when contractual or during the regular school day, shall be a professional obligation of each teacher. Teachers are encouraged to attend professional meetings at other scheduled times.
 3. Building Representative may call two (2) building meetings per month during the teacher work day for discussion of Association matters. Such meetings shall be held at times other than when teachers are responsible for supervising students, during preparation periods, or during previously scheduled faculty meetings or school programs. This sub-section is not subject to A-2 above.
 4. Teachers shall not be required to attend more than one evening meeting per year unless otherwise agreed between the Association and the Board.
- D.
1. All full-time teachers will have a duty free lunch period between the hours of 11:00 a.m. and 2:05 p.m. of the following lengths:
 - (a) Elementary 50 minutes
 - (b) Junior High
The length of a regular class period or the regularly scheduled lunch period, but in no event less than 50 minutes.

Effective with the 1985-86 school year and thereafter, the length of a regular class period or the regularly scheduled lunch period, but in no event less than 35 minutes.
 - (c) Senior High
The length of a regular class period or the regularly scheduled lunch period, but in no event less than 35 minutes.
 2. Exception to D.1. above is as noted in Appendix A./F.5.b.
 3. All teachers in the secondary schools shall be given preparation periods equal to one class period per day. The preparation period shall be used for professional activities and shall be spent within the building unless permission to leave is given by the building principal.
 4. Elementary teachers shall be allowed to leave the class (to use the time for planning, preparation, and conference time) when the physical education, art, or music teacher has taken over the class.

5. It is the intent of the Board to make every reasonable effort to avoid scheduling secondary teachers in more than two (2) rooms (excluding homerooms) on a daily basis in two (2) consecutive years. Exceptions may be made in the case of traveling teachers or where specially equipped rooms are involved.
- E. In the event art, music and physical education are again provided on a consultant services basis, the following provisions shall apply. The assignment of such art, music and physical education consultants to the classroom teacher shall be on a mutually agreed basis between the principal and the teacher. Such assignment shall be subject to a review by the principal and teacher at the end of the semester. The teachers will be provided a schedule of visits for each special subject teacher at least one week in advance of the visit and will have an opportunity to recommend changes in such schedules. The art, music and physical education personnel shall forward a copy of their lesson plans together with the aims and objectives of the program and a list of materials to be used if applicable one week in advance where possible. The classroom teacher may request that the principals schedule a meeting with such personnel.
- F. 1. Subject to the provisions of Section D-2 above, high school and junior high school teachers will not be assigned more than five student supervision periods per day. Teachers may be required to supervise a fifteen-minute advisory period per day in addition to the aforementioned five student supervision periods.
2. Secondary teachers will not be required to teach more than two (2) subjects nor more than a total of three (3) teaching preparations per day, unless voluntarily agreed to by the teacher. A different curriculum or track, shall be considered a separate preparation. At the junior high school level, the prevailing practices in each building, as experienced during the past school year, shall be the determining factor in the interpretation of this section, provided, however, the Board agrees to continue to work toward making the practice conform to the intent of this provision. The prevailing practice is to be determined by the principal after consultation with the Association representative and the concerned teacher or teachers.
- G. 1. Teachers recognize that their responsibilities to their students and profession require the performance of duties that involve the expenditure of time beyond that of the normal working day including preparation for and supervision of co-curricular student activities and functions. When it is necessary to maintain a co-curriculum on an hourly pay basis, the teachers who voluntarily perform the functions shall be compensated equally regardless of grade level for equal function. Such voluntary activities that call for a flat-rate compensation are listed in Appendix A.
2. Lesson plans shall be kept up-to-date and will be used by substitute teachers. They shall be such that the teachers, principal, or substitute should be able to discern what has been taught and what is to be taught. They shall contain names of books, pages to be used, seating charts and necessary instruction for optimum classroom management.
- H. 1. Senior high department chairpersons, who are selected by the principal following discussion with the staff, will receive one period of released time if there are 30 to 60 class hours taught in the department and two (2) periods if there are more than 60 class hours.
2. Senior high department chairpersons will not be eligible to receive the extended schedule allowance.
3. The selection of department chairpersons for the coming school year shall take place during the second semester of the school year preceding their appointment. It is further understood that after a department chairperson has served for one year, his/her reappointment shall be subject to confirmation by members in his/her department, it being understood that if two-thirds of the members

in the department, in a secret ballot election, vote against confirmation, the principal must appoint a new chairperson.

- I. The Board recognizes its responsibility to provide textbooks and necessary supplies. Inadequacies should be reported to the building administrator and/or immediate supervisor.
- J. Subject to state regulations, parent-teacher conferences will be scheduled on three consecutive afternoons or one full day and one afternoon on a staggered basis, and if not possible, such conferences will at least be scheduled not sooner than fifteen minutes after students are dismissed.
- K. Special Education teachers shall be provided access to the following information, if available, regarding students assigned to them: student's name, date of birth, address, telephone number, parents' name and address, the student's legal guardian or person or agency having custody over the student, date of original eligibility for special education services, list of services being received, present eligibility, and date of last complete psychological testing.

Such information will, under normal circumstances, be made available within ten school days following a particular student's initial attendance day in those instances where the student was enrolled within the Saginaw School District during the prior semester.

In instances where this was not the case, e.g. a Special Education student entering from another district, such information will, under normal circumstances, be made available to the teacher within ten school days of the date the information becomes known from the school district.

In the event other information is desired, said information must be requested in writing from the respective program supervisor.

- L. The annual IEP conference will be scheduled at a time other than when the special education teacher is responsible for his/her class. A study committee consisting of three representatives designated by the Superintendent and three representatives designated by the SEA, shall be formed to examine and review current Special Education forms and procedures and attempt to lessen the amount of paper work required of and to seek to standardize procedures.

(See also Appendices N and Q)

ADULT EDUCATION TEACHERS ONLY (M through Y)

- M. Teachers will normally be at their teaching stations unless otherwise scheduled by the Board. Such time will be spent in professional activities such as, but not limited to, teaching, student conferences, student retention and recruitment, preparation, group planning meetings, evaluation meetings, student assessment and, if scheduled, in-service training and faculty meetings.
- N. Teachers are responsible for maintaining a continuous high level of educational service to the student body. Therefore, they agree as follows:
 - 1. The Board and the Association recognize that their combined functions are to provide the best learning environment possible for adult students. In addition to providing classroom instruction this may mean building a supportive alliance between the teacher and the students. Within their normal assigned duty day, teachers recognize that they are responsible to assist in recruitment and retention efforts, and that they may be required, within said normal duty day, to engage in specific tasks in recruitment and retention.
 - 2. Within their normal assigned duty day, teachers may be required to work cooperatively with the Administration in contacting their absent students during the second and third weeks of each term (Adult High School) and the second and third weeks of each half year session (Adult Basic Education.) Such contacts may be required to be documented on a form provided by the program administrator. In the Adult Basic Education Program, efforts are also to be made

to follow up on students throughout the Adult Basic Education open enrollment period who are absent for a maximum of two (2) weeks. Teachers will be provided with appropriate information in order to facilitate the notification process.

O. Teachers recognize that their responsibilities to their students and profession require the performance of duties that involve the expenditure of time beyond that of the normal working day. In this regard the Board agrees to continue to research possible techniques aimed at the reduction of non-teaching functions required of teachers, consistent with program curricular and other requirements. To this end, the Board agrees to consult with representatives of the Association regarding possible alternatives to teacher requirements in the area of clerical functions. It is understood, however, that many clerical functions are inherent in the teaching process.

P. 1. Where applicable, teachers are to inventory furniture, equipment, supplies, and books, at the conclusion of their assignment or the program year or term(s).

2. End-of-Term Work

a.) All teachers recognize that end activities and responsibilities, as required by the Administration, are a part of their normal duties and responsibilities, and may involve the expenditure of time beyond that of normal working hours. However, in an effort to assist teachers in the performance of these duties, the Board agrees to allocate Adult Education teachers with an amount of paid duty time so as to assist them in the completion of those tasks.

b.) Time shall be allocated for both fall and spring terms on the following basis:

For Adult High School teachers, the time allowed for term-end activities shall be based upon the total number of students listed on each teacher's classroom Attendance Forms during a one-week period, (said period to be any one of the four weeks immediately preceding the last week of student attendance) of each respective term.

The time to be allocated is as follows:

| <u>No. of Students</u> | <u>Time Allocation</u> |
|------------------------|------------------------|
| 5 or less | -0- |
| 6 to 10 | 30 minutes |
| 11 to 20 | 60 minutes |
| 21 to 39 | 90 minutes |
| 40 to 79 | 150 minutes |
| 80 to 119 | 210 minutes |
| 120 to 159 | 270 minutes |
| 160 to 199 | 330 minutes |
| 200 to 239 | 390 minutes |
| 240 and above | 450 minutes |

c.) It is understood that the amount of allocated paid duty time for the Adult Basic Education teachers shall be based upon past practice.

3. Beginning of Year Work

a.) In an effort to prepare for the new school year, the Board agrees to allocate to Adult Education teachers an amount of paid duty time.

b.) Time shall be allocated prior to the fall semester only on the following basis:

For Adult High School and Adult Basic Education teachers, the time allocated for beginning of year work activities shall be thirty (30) minutes of each three (3) hours teaching bloc per week.

4. Administrative regulations in regard to the details of scheduling the listing of specific required year-end activities and of the timing and nature of beginning-year preparation time, and other such matters, shall be as arrived at by the Administration and shall be related to involved staff at an appropriate time.

Q. The assignment of duties to nonprofessional employees shall be the responsibility of the Board.

R. The teachers are responsible to discharge their teaching assignment and to meet when necessary during the course of the work day, with students, administrators, and parents, (if applicable).

S. Workshops and Conferences

1. Attendance at professional meetings, i.e. in-service, workshops, and conferences, scheduled during the regular or equivalent work day, shall be the professional obligation of each teacher.

2. If attendance at meetings, per #1 above, exceeds the teacher's normal assigned duty day, and if attendance at these meetings is mandatory, a teacher will be paid for such excess time at his/her pro-rated regular hourly rate, unless the parties have mutually agreed upon another rate.

3. a.) Teachers are encouraged to attend professional meetings at other scheduled times. Effective with the 1984-85 school year, and upon the approval of the Administration, (per subsection 4, below), a teacher may be released from regular duties without loss of pay, (excluding preparation time), to participate in work shops or programs, oriented solely to improving professional competency.

b.) Said released time, per a.) above shall be limited to a total of 75 hours per semester for the Adult High School unit and a total of 50 hours per semester for the Adult Basic Education unit, provided that any teacher attending such a program or workshop shall also be allowed to use, should they so desire, their accrued leave time, per the allowance in Article XXIX., Section N., subsection 5.

c.) The number of days and/or hours granted to each teacher and the number of teachers allowed such leave at any one time will be within the discretion of the Administration.

4. Prior to there being any payment of any kind as a result of the provisions of subsections 2. and 3. above, it is understood that administrative approval of such time will have been secured, in advance, and in writing, on the appropriate forms.

5. Adult Basic Education and Adult High School teachers will be informed, to the extent possible, of district-wide in-service activities which are considered by the administration to be applicable and relevant to the Adult High School and/or Adult Basic Education Programs.

In the event any unit member wishes, as part of any provisions listed herein, to attend a district-wide and/or county-wide in-service activity, permission for such attendance must be secured in advance.

T. Lesson plans are to be prepared and are to be kept up-to-date. They shall be such that the teachers, administrator(s), or substitute should be able to discern what has been taught and what is to be taught. They shall contain names of books, pages to be used, and necessary instruction for optimum classroom management. Said lesson plans are to be available for use by substitute teachers.

U. Teachers may be required to attend staff meetings called for administrative purposes, without compensation, at times other than during the teacher's normal, scheduled, assigned duty day. Such meetings shall not, except in cases of emergency, exceed a total amount

of one (1) per semester and are not to exceed two (2) hours each. Except in cases of emergency, advance notice of such meetings shall normally be given to employees at least two (2) days prior to the day of the meeting. Schedules may be arranged so that all, or nearly all, teachers may attend the same meeting.

V. Teachers shall have a planning, preparation, conference period computed at the ratio of eight (8) minutes for each one (1) hour of duty time, in accordance with the following provisions:

1. Said planning, preparation, and conference time shall be used for professional activities only and shall be scheduled by the administration as to time and location. In the event of an emergency situation, an alteration of the normal scheduled time of the preparation period will be considered so as to meet the emergency.
2. It is understood by the parties that the scheduled preparation period is subject to the total school program and, as a result, such things as miscellaneous programs, field trips, testing programs, and assemblies may, from time to time, be substituted for preparation time. It is expected that preparation periods will be used for such things as thorough preparation, conferences with parents, teachers, and administrators, and special assistance to students.

W. All employees must report to their principal or supervisor, or to their respective designee(s), if they are unable to report to work. The report should be made as early as possible prior to the employee's scheduled starting time to allow for a substitute (if necessary) to be called, and in no event shall such notice be given any later than one (1) hour before the employee is scheduled to report for work in the morning and afternoon sessions, and in no event later than two hours before the employee is scheduled to report for work in the evening sessions, except in cases of extreme emergency. In such case(s) of extreme emergency, the employee is to file a signed written report, no later than twenty-four hours following his/her reporting to work. Failure to report the absence in keeping with these provisions may subject the employee to disciplinary action.

X. Teachers' Assignments/Hours Worked Per Week

- 1.) It is understood that the Board retains the right to limit the number of classes assigned to teachers, so that no teacher shall, as a result of the scheduling process, be scheduled for more than forty (40) hours per week, including preparation time. Said forty hour limitation is to include time worked in all capacities for the School District of the City of Saginaw.
- 2.) In the event that, at some future time, the basic instructional bloc of three clock hours of class time per class shall be altered, the Board retains the right to limit the number of class hours taught so that the above-stated forty (40) hours per week shall remain as the upward limit.

Y. It is understood that the Board retains the right, per the provisions of Article I. Section C., to schedule all instructional time blocs in the best interests of the overall educational goals of the District and the Board's decision in this regard shall be final; provided however, that in the event the Board at some future time, elects to change the time schedules of instructional blocs, the Board shall review the change(s) with the Association prior to the implementation date.

ARTICLE VI

Class Size

THIS ARTICLE DOES NOT APPLY TO ADULT EDUCATION TEACHERS

- A. Whenever feasible under the circumstances (availability of facilities and financial resources) the maximum number of pupils per teacher shall be as follows:

1. **Elementary Schools**

| | |
|------------------------------------|---------------------------|
| Kindergarten - First Grade Classes | 29 |
| Second - Third Grade Classes | 30 |
| Fourth-Sixth Grade Classes | 32 |
| Special Education Classes | 15 per day |
| Remedial Reading Classes | 5 |
| Modified Classes | 15 per day |
| Speech Correction Classes | 75-100 case load per week |
| Combination-grade Classes | 25 |
| Young 5's | 25 |
| Junior First | 29 |

2. **Secondary Schools**

| | |
|-------------------------------------------------------------------------------|--------------------------|
| English | 34 |
| Social Studies | 34 |
| General Education | 34 |
| Mathematics | 34 |
| Science | 34 |
| Language | 34 |
| Business | 34 |
| Typing | 45 |
| Industrial Arts | 28 |
| Drafting | 34 |
| Vocational Shops | 28 |
| Homemaking | 28 |
| General Music | No limit |
| Art | 34 |
| General Physical Education | 70 |
| Swimming | 30 |
| Hygiene and Health | 34 |
| Study Hall | 150 per teacher per hour |
| Speech | 34 |
| Beginning Instrumental Classes | 34 |
| Vocal and Instrumental | |
| Music teachers shall not be required to instruct more than 175 pupils per day | |
| Remedial Reading | 10 |
| Modified Classes | 26 per hour |
| All Special Education | 15 per session or hour |

- B. 1. The foregoing standards are subject to modification for educational purposes such as avoidance of split-grade classes or half-classes, specialized or experimental instruction (e.g., team teaching or large group instruction), improvement of instructional methods, distribution of students by attendance areas, changes in enrollment or any other valid reason.
2. Before any of the foregoing standards are modified upwards, the Administration will meet with the Association representative and, in good faith, attempt to work out a letter of understanding on the subject.
- C. In keeping with Section A. above, the parties agree that representatives of the Administration will meet with a representative of the Association by the thirteenth (13) day (school) of each semester to examine class loads and to explore ways of adjusting class loads where necessary. In the event of a disagreement, the Association may refer the matter to the Board for a final decision.

- D. In the elementary schools where special education pupils are mainstreamed into the regular classroom for two hours or more per day, the number of mainstreamed students shall not exceed four (4) students without the approval of the classroom teacher.

In the secondary schools where special education pupils are mainstreamed into the regular classroom, the number of mainstreamed students shall not exceed six (6) in those classes with a specified class size of 34 or under without the approval of the classroom teacher.

- E. Teachers who are assigned elementary combination classes shall be paid an additional stipend of \$250 per semester. Said teachers who teach a combination class for less than the full day will receive a prorata amount. Eligibility for this combination payout shall be determined each semester by an actual combination assignment on the fifth Monday of each respective semester. Payment for this assignment shall be at the completion of each respective semester and shall be in accordance with the provisions of Appendix E. Teachers absent for a period of time which exceeds one-half of a semester shall be ineligible for payment for that semester. Above payment shall be prorated for combination classes established after the fifth Monday of each semester. For purposes of this section, a combination class shall be two elementary grade levels in a single room under one teacher at the same time.

ARTICLE VII

Non-Teaching Duties

THIS ARTICLE DOES NOT APPLY TO ADULT EDUCATION TEACHERS

- A. The Board and the Association recognize that their combined function is solely to provide the best education possible for all of the students in Saginaw. This goal can be best realized if a maximum amount of a teacher's time and energies is used in the direct activities of preparing lessons and presenting them to students. Therefore, they agree as follows:
1. Elementary Teachers:
 - (a) The teacher is to record daily attendance, transfers, losses in the CA-10-Y Record Book, complete proof of membership and hand the book in to the office at the end of each monthly attendance period.
 - (b) Teachers will record absences once in the morning and in the afternoon, if different from the morning.
 2. Secondary Teachers:
 - (a) Secondary teachers shall be given mark sense cards two (2) days prior to the end of each marking period if possible. Cards will be due one school day after the end of the marking period or three (3) days after distribution, whichever is later.
 - (b) Teachers will record absences each class period. Principals may collect absence reports each period. Teachers will maintain an attendance record in their class record books.
 3. All Teachers:
 - (a) All cards pertaining to entering, leaving, transferring or dropping are the responsibility of the office staff.
 - (b) Grades, including absence, tardiness, citizenship and comments shall be recorded once per marking period.
 - (c) Teachers will see that each student presents a completed information card in the early fall. The office will take care of late and new enrollments after the fourth Friday following Labor Day.

- (d) Inventory of furniture, equipment, supplies and books is to be taken only once per year, in June, by each staff member.
 - (e) Form CA-15-A (initial enrollment) will be computer printout. Teachers will edit preliminary copies.
 - (f) Health information and standardized test scores will be recorded by the school office or by the counselor. Counselors may not be required to maintain these records.
- B. Any collection of money from students is to be done only during the fifteen (15) minute advisory period in junior and senior high schools and during an appropriate time in elementary classrooms which shall be determined by the teacher. Money collections in elementary classrooms shall never exceed fifteen (15) minutes in time except at the discretion of the teacher.
- C. The assignment of duties to non-professional employees shall be the responsibility of the principal. Teachers, on an individual basis, shall have the right to decline the assistance of a general classroom aide; however, they do not have the right to decline the assistance of any other paraprofessional employees such as those used in system-wide programs. Any interference by paraprofessional employees with the professional responsibilities of teachers shall be reported by the teacher to the principal and, if not corrected, may be made the subject of a grievance. The matter of utilization of aides will be the subject of further study under the Professional Study Committee.

ARTICLE VIII

Teacher Employment and Assignment

K-12 TEACHERS ONLY (A through H)

- A. The Board establishes as minimum requirements for employment of teachers the possession of a Bachelor's Degree and one of the following: (1) Michigan Elementary Provisional, (2) Michigan Secondary Provisional, (3) Michigan Vocational Certification, or (4) the equivalent of the foregoing. The Board will not hire teachers who do not meet these provisions, provided the Board may continue those presently employed who hold a Life Certificate, and provided further if no qualified Bachelor's Degree applicants are available for C.O.C. positions, then the Michigan certification laws for Vocational Education shall govern.
- B. Teachers, other than newly-appointed and substitute teachers, will be notified of their tentative programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than June 1.
- C. Teachers will not be assigned outside the scope of their teaching certificates (unless no such certificate exists for the position) and, except temporarily and/or for good cause, outside the scope of their major or minor fields of study and/or outside the scope of their qualifications.
- D. To the extent possible, changes in grade assignment in the elementary schools and in subject assignments in the secondary schools will be voluntary. If qualified, and subject to instructional requirements and student needs, preference will be given on the basis of district-wide length of service, provided the teacher in question has been in the building in question for one year or more.
- E. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Adequate time will be allowed for such required travel. Affected teachers will be notified of any changes in their schedules as soon as practicable.
- F. No regularly assigned teacher will be used as a substitute teacher without his/her consent. If a teacher agrees to serve as a substitute,

he/she will be compensated at the rate established in Appendix A. This section will not apply to teachers assigned to another school while the school to which they are assigned is temporarily closed. Such teachers will receive their regular salaries.

- G. Full credit, not to exceed seven (7) years, will be given for previous outside teaching experience, and credit, not to exceed two (2) years, will be given for military experience within the seven (7) year maximum credit, upon initial employment within the terms of this Agreement.
- H. 1. Teachers with more than seven (7) years previous teaching experience in the Saginaw system will, upon returning to the system, be restored to the same position on the salary schedule at which they left if they have been continuously engaged in the field of education on a full-time basis. Teachers with less than seven (7) years previous teaching experience in the Saginaw system will, upon returning to the system, receive credit on the salary schedule for all teaching experience up to seven (7) years, provided they have been continuously engaged in the field of education.
- 2. Upon returning to the system, teachers who have not been continuously engaged in the field of education on a full-time basis will have one (1) salary increment deducted from the position on the salary schedule at which they left for each year during which they were not so engaged; provided, however, that no teacher returning to the system will be reduced below the allowable level of credit for outside experience.

(See also Appendices H, I and Article XXVII. N. and Q.)

ADULT EDUCATION TEACHERS ONLY (I through O)

- I. No teacher shall be employed by the Board for a regular teaching assignment who cannot be certified by the State of Michigan. The employment of teachers who teach under some form of special certificate must fit within the standards set by the State of Michigan.
- J. Efforts will be made by the Board to the extent that these are consistent with other provisions of this Agreement, to employ only those teachers who meet the State of Michigan requirements for full certification, i.e., the possession, as a minimum requirement, of a Michigan Elementary Provisional Certificate, a Michigan Secondary Provisional Certificate, or Michigan Vocational Certification.
- K. Within fifteen (15) days after the first day of the school year, and/or term(s), each teacher must have on file with the Personnel Office a valid Michigan teaching certificate or other documents indicating same and a transcript of credits. Failure to file the certificate and/or transcript, may result in severe disciplinary action, up to and including discharge.
- L. All teachers shall adhere to current Board policy in regard to TB tests, said policy to be an implementation of current state law.
- M. Both parties acknowledge the responsibility of building administration to exercise the authority to reassign any teacher duties to meet any emergency situation.
- N. Teachers will not ask to be released from their teaching duties, either in whole or in part, prior to the completion of the teaching year and/or term(s), except in case of dire necessity. In the event of such a dire necessity, the teacher shall immediately inform his/her immediate supervisor in writing. Should a teacher fail to do so, it may result in a loss of seniority and of his/her employment with the Board.
- O. In the event an opening is created during the course of a given year, (ABE) or a given term(s) (AHS-Day-Night), as outlined below, and said opening is not filled by a member of the bargaining unit per the provisions of this Agreement, but is filled by an outside applicant, said employee shall/or shall not be subject to the provisions of this Master Agreement according to the provisions of this Section.

1. Adult High School-Day and Night

If the opening is of a temporary duration, i.e. of one day less than one-half of the midpoint of a given term(s), said employee shall not be covered by the provisions of this Agreement but shall be considered to be a temporary employee.

2. Adult Basic Education

For purposes of this Article the Adult Basic Education course offerings shall be divided into two equal halves. If an opening is of a temporary duration, i.e. of one day less than one-half of the midpoint of a given one-half academic year, and is filled on a temporary basis for the remaining one-half year, said employee shall not be covered by the provisions of this Agreement but shall be considered to be a temporary employee.

3. In implementing the provisions of Article IX., Sections F. through L., Teaching Assignments and Vacancies, and of this Section, the Board reserves the right to designate a temporary substitute employee, it being understood that said employee is not subject to the provisions of this Agreement.

ARTICLE IX

Transfers

K-12 TEACHERS ONLY (First Paragraph through E)

The Board and the Association recognize that frequent transfers of teachers from one school to another are disruptive of the educational process and interfere with optimum teacher performance. They also recognize that some transfers for administrative purposes and to insure a fair distribution of experienced and qualified teachers throughout the system may be necessary. A transfer is a change from one building to another.

A. Additional Involuntary Transfers.

1. Involuntary transfers may be made to attain racial balance in consideration of the following guidelines:

- a. Initial assignment of new hires,
- b. Use of voluntary transfers,
- c. Use of involuntary transfers.

Should the Board find it necessary to use involuntary transfers for racial balance, the teacher(s) selected shall be those who have the lowest district-wide length of service who satisfy racial requirements and who are certified and qualified for the position to which they are transferred.

2. Involuntary transfers may be made in the event of a school closing.

3. Involuntary transfers may be made to achieve a reduction in the number of teachers assigned to a school or program. Subject to instructional requirements and student needs, the teacher(s) selected for involuntary transfer in this event shall be those with the least district-wide length of service within the building (in the case of elementary); department (in the case of secondary) and/or program which is being reduced, who are certified and qualified to fill any available, i.e., vacant positions which the Board intends to fill. If certified and qualified, said teachers may seek reassignment within the building, department or program to positions which are vacant, and available, at the time of involuntary transfer, pursuant to the provisions of Article VIII-D. In the event the above procedures conflict with the racial balance requirements of the building, the provisions of A(1) above shall govern.

4. Placement of involuntary transfers due to paragraph 2 and 3 above shall be on the basis of district-wide length of service, qualifications and certification, subject to instructional requirements and student needs.

5. Teachers being selected for involuntary transfer under sections 2 and 3 above shall be given adequate time off for the purpose of visiting schools at which open positions exist.
 6. Under normal circumstances, known involuntary transfers will be handled by the end of the first week principals return in August.
 7. On or before June 1, the Board will consult with the staff in each building and with the SEA President, relative to enrollment projections for the coming school year.
- B. Notice of involuntary transfers will be given to teachers as soon as practicable.
- C. If a teacher is transferred to a non-unit supervisory or executive position and is subsequently returned to a position in the negotiating unit, he/she will upon his/her return have the status which he/she would have achieved if he/she had remained continuously in the negotiating unit.

Administrators who are returned to a position in the association unit from a non-unit supervisory or executive position shall, if such return is involuntary, be considered to be on an involuntary transfer status under Article IX., D.3.a. Administrators who voluntarily return to the unit from a non-unit supervisory or executive position shall be considered to be on a voluntary transfer status.

D. Voluntary Transfers

1. Teachers requesting transfers should do so no later than the last day of teacher attendance for the school year. Requests for transfers must be renewed annually by the teacher if continued consideration is desired.
2. A list of open positions within the bargaining unit will be made available to the Association by the fifteenth (15th) of each month.
3. a. Whenever any permanent openings within the bargaining unit arise by virtue of a newly created position, death, retirement, IX. C. Transfer or resignation, the District shall publicize the same by giving written notice of such vacancies to the Association in accordance with Section D-2. Except as provided in Section A above, the Board agrees that, if qualified and certified, and subject to instructional requirements and student needs, the priority in filling such vacancies shall be on a basis of district-wide seniority within the following categories and the following order:

First, teachers still on the involuntary transfer list under Paragraph A 2 and 3 above and return from leave under Article XVIII, Section A and Article XIX.

Second, teachers requesting voluntary transfers.

Third, teachers requesting a return from other leaves.

Fourth, teachers recalled from layoff.

Should there be no qualified and certified applicant within the unit for an open position, the Board shall be free to hire an applicant from outside the district.

- b. After the second week of student instruction, no such vacancy during that school year will be filled (on other than a temporary basis) until it has been posted for at least five (5) school days. The official posting shall be in the Personnel Office with a copy to the Association. Advisory copies will be sent to the buildings for posting. Teachers desiring to be considered for such positions who do not already have on file a valid voluntary transfer request must file a valid voluntary transfer request with the Personnel Office during said period.

Such vacancies arising after the close of the school year through the second week of school at the start of the next school year will be posted in the Personnel Office with a copy to the Association.

- E. Teachers being transferred will be transferred only to a position paying at least the same compensation.

(See also Appendices O, M.3, S.I.A, and P)

ADULT EDUCATION TEACHERS ONLY (F through Q)

- F. 1. Prior to the end of the school year (Adult Basic Education) and prior to the end of each academic term (Adult High School, Day, Night, and Super) the Board shall survey the teaching staff for assignment preferences on an Assignment Preference Form, and then proceed to assign to each employee an assignment for the following term(s) or year.

2. Teachers requesting a change in assignment, e.g. in subject matter taught, an increase in the number of hours taught per week, or a decrease in the number of hours taught per week, will be required to submit such a request in writing to their immediate supervisor on the above-cited Assignment Form.

3. The Board agrees to inform teachers, barring unusual and/or unforeseen circumstances, of their tentative program(s) for the ensuing term or year according to the following schedule:

Adult Basic Education - by May 20, for the following
school year

Adult High School (Day and Night) -

- fall term, by May 20

- spring term, two weeks following
the determination of the schedule

Project Super - as soon as is feasible following the
determination of the program

4. Notice of the tentative programs shall be by U.S. Mail to the teacher's last known address as said address appears on the Board's records, per the language of this Agreement.

- G. In making teaching assignments, the Board agrees to consider, to the extent possible, the following qualifications and criteria, it being understood that all teaching assignments will be made in accordance with the instructional requirements of the system and in keeping with the best interests of the students:

1. Present teaching assignment
2. Extent of academic preparation, i.e. major and minor fields of study, and/or other areas of specialized Training
3. Certification
4. Seniority
5. Previous successful teaching experience in the area or subject matter
6. Employee evaluations
7. Employee attendance records
8. In-service training, if applicable
9. Availability of the teacher to meet the specific schedule

- H. Teachers must inform their respective administrator, in writing, of their acceptance of their tentative program. In the event a teacher cannot fulfill all portions of their tentative program or if the teacher is declining the assignment (i.e. resigning), the teacher must also notify his/her respective supervisor. The above written notification, i.e. schedule acceptance, partial acceptance, or resignation must be submitted within five (5) calendar days, exclusive of holiday(s) and weekends, from the receipt of the assignment or the Administration may reschedule the hours.

Notification of teaching assignments shall be by certified mail to the teachers's last-known address as indicated on the Board's records.

- I. 1. After the initial assignments have been made, per the above provisions, and teachers indicate those assigned to them which they cannot fill, per Section H. above, or in the event a vacancy occurs due to the death, resignation, or a newly-created position, the Board agrees to post openings at the Ruben Daniels Center, the Board of Education, and to the Association.
2. Said posting requirement shall be for a six (6) business day period, exclusive of holidays and vacation breaks, or until the final scheduled teacher duty day, whichever is sooner.
3. Consideration for an entire schedule change will be given up to a point in time of six (6) weeks prior to the beginning of the fall session(s) and up to two weeks prior to the beginning of the spring session.
4. Should a teaching vacancy occur during the summer, said vacancies shall be mailed to all Adult Education teachers. Adult Education teachers will have six (6) business days to respond in writing if interested in the vacancies. A letter by regular mail to the last address on file shall be considered sufficient contact.
5. In the filling of such assignments, the Board agrees to consider applicants from within each particular unit in keeping with the criteria listed in Section G. above.
6. Following said consideration, and should no qualified (per Section G. of this Article) unit applicant apply, the Board shall consider, to the extent possible, applicant(s) from the other units in the following order of priority, and in keeping with Section G:

Openings in the Adult High School - Day

- a.) Adult High School - Night
- b.) Adult Basic Education
- c.) Project Super

Openings in Adult High School - Night

- a.) Adult High School - Day
- b.) Adult Basic Education
- c.) Project Super

Openings in Adult Basic Education

- a.) Adult High School - both Day and Night
- b.) Project Super

Openings in Project Super

Three units have same priority

- J. 1. No teacher shall be allowed to change his/her tentative and/or actual teaching schedule beyond the six (6) week and two (2) week period, in Section I.3. above, except that they may, in keeping with the provisions of this section be considered for additions to his/her teaching program during the course of the year and/or term(s). Such consideration will be given in keeping with the provisions of Section G and subsection 2 below, provided that no teacher shall be considered for an increase in his/her program until the provisions of Section L. below shall have been fulfilled.
2. In the event a teaching opening shall occur during the course of the school year in either the Adult High School program or the Adult Basic Education program, the Board agrees to follow the following procedures:
 - a.) The Board agrees to post any such teaching vacancy on a central bulletin board during the school year, as designated

by the Board, in both the Adult Education and Adult Basic Education teaching areas.

- b.) It is agreed that the Board will attempt to have supervisory personnel at the Arthur Hill, C.O.C., and Bay City work sites communicate such a posting notice to staff members at those sites.
 - c.) Such posting shall be for a period of six (6) business days, exclusive of holidays and vacation breaks.
 - d.) Any eligible staff member shall have a forty-eight hour period following the close of business on the final day of posting, to inform the Board, as directed on the posting notice, of his/her desire for consideration of the vacancy.
- K. If a teaching assignment does not fill, i.e. a tentatively-scheduled class fails to materialize because of lack of enrollees and/or attendance, the following conditions shall apply:
- 1. The Board shall have the right to administratively determine which class or classes constitutes a "non-fill" class and which is thereby to be discontinued and/or combined. Such decision(s) shall be made in keeping with the best educational interests of the total program. The Board's determinations in this regard are final, provided that these are not made in an arbitrary or capricious manner.
 - 2. During the third week of regularly scheduled classes, of each respective semester, the Board shall undertake the following personnel movements:
 - a.) Those teachers whose tentatively-scheduled class or classes have been eliminated at any time prior to the end of the third week of regularly-scheduled classes shall have the right, should their seniority, certification, and qualifications (as these are spelled out in Article XXX., Section K., subsection 1., subsection c., and except as provided below in e.) entitle them, and should they so choose, to displace the least senior teacher in an available time slot whose program or partial program has been retained.
 - b.) The single exception to the option of displacing the least senior teacher's class, per a.) above, shall be in the event that said class is offered in a time slot in which the displacing teacher is already scheduled for a class. In such an event, the displacing teacher shall be allowed to displace the next least senior teacher.
 - c.) Said right to displace shall only be permitted within a teacher's respective seniority group, as these are recognized in Article XXX., Section B.
 - d.) Said right to displace shall only be permitted to the extent of the original lessening of a particular teacher's program.
 - e.) Teachers who are removed from their teaching position(s) as a result of a displacement process will not be permitted to displace another teacher but will be given first option for any vacancy which occurs for which the teacher is certified and qualified, (per the language of Section G. of this Article) and in keeping with the procedures outlined in Section J. of this Article.
- L. All teachers whose "tentative" schedules are altered for any reason as herein outlined shall not be considered as a layoff until the first day of the fourth week on which their original, tentatively-scheduled class or classes was scheduled to meet. From that point in time on, during any given semester, the Board shall proceed, in regard to any reduction in program(s), according to the provisions of Article XXX., Section K through R.

M. Transfers

1. The Board and the Association recognize that it may be necessary for the Administration to accomplish transfers. For example, transfers may become necessary to meet load conditions, to meet instructional requirements, to maintain a balance of experienced and inexperienced teachers on a particular staff, to facilitate racial balance, or other administrative reasons.
 2. Such transfers shall be made upon the recommendation of the Board or its designee after discussion of the transfer with the Union. Employees will normally be given two (2) weeks' notice of involuntary transfer except that in those cases in which a transfer must be made in less than two (2) weeks, such notice will be given as time will allow. In making involuntary transfers, the needs of the individual employee will be considered to the extent that these do not conflict with the instructional requirements and best interests of the School System and students. If the employee so requests, he/she shall have the opportunity to meet with his/her respective supervisor to discuss the reasons for the transfer.
 3. Employees affected by a transfer shall be given the choice of available and vacant open positions or assignments for which they possess the necessary certification and qualifications.
- N. For purposes of the transfer article, each unit, i.e. Adult High School - Day, Adult High School - Night, and Adult Basic Education, shall be considered as separate and distinct, and no transfer shall be allowed except within each of these distinct units, except as might be mutually agreed to by the parties.
- O. If a teacher is transferred to a non-unit supervisory or executive position and is subsequently returned to a position in the negotiating unit, he/she will upon his/her return have the status which he/she would have achieved if he/she had remained continuously in the negotiating unit.

Administrators who are returned to a position in the association unit from a non-unit supervisory or executive position shall, if such return is involuntary, be considered to be on an involuntary transfer status. Administrators who voluntarily return to the unit from a non-unit supervisory or executive position shall be considered to be on a voluntary transfer status.

- P. The Board agrees to meet with the Association, prior to the conclusion of each respective semester, so as to inform the Association of the planning involved in the following semester's schedule of offerings, in keeping with the following guidelines:
1. The Association shall be represented at such meeting by not more than three representatives.
 2. Said meeting shall be at a time as is mutually agreed upon, it being understood that the meeting will be conducted at a time when the Association representatives are not scheduled for work, provided that this requirement may be altered at the discretion of the Board.
 3. Such a meeting(s) shall be scheduled upon the timely receipt by the Administration of a written request by the Association President.
- Q. In the event a teacher shall incur a decrease in the number of class sections taught in a given semester, then the Administration shall consider his/her "present teaching assignment," for purposes of this Article IX., Section G., sub-section 1., only, to consist of the number of class hours which were taught by the teacher(s) in the semester immediately preceding the semester in which the reduction took place. This shall only apply in the event a teacher incurs an involuntary reduction in the number of sections taught.

ARTICLE X

Supervisory and Administrative Vacancies

- A. 1. Whenever any professional vacancy on the Administrative and Supervisory Salary Schedule shall occur, the Board will publicize the same in the Superintendent's Bulletin during the school year (September to June) and will include a statement of the qualifications required. During the months of July and August, written notice of any such vacancy will be given to the Association, including a general statement of the qualifications required. Notification to the teachers in the form of the Superintendent's Bulletin shall be placed in the pay envelope of each teacher. No vacancy will be filled, except on a temporary basis, within fourteen (14) calendar days from the date of distribution of the Superintendent's Bulletin or the giving of notice to the Association.
2. Any teacher interested in transferring to a full-time administrative or supervisory position may, at any time, file written application for such position with the Superintendent. Whenever any such vacancy occurs, each application will be given full consideration, and those applicants not selected shall, upon request, receive an explanation from the Superintendent or his/her designee.
- B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. The parties recognize that, while the Board will continue to adhere to its policy of promotions from within its own teaching staff, the filling of such vacancies is a prerogative of the Board.

ARTICLE XI

Summer School and Night School

K-12 TEACHERS ONLY (A through D)

- A. Teaching positions which are vacant and available in the Saginaw summer school and night school (Adult Education evening program portion) will be filled first by qualified teachers regularly employed in the Saginaw school system. The tentative summer school program, together with the anticipated number of teaching positions involved, will be made available by May 1st of the school year. It is understood that said program is subject to revision at the discretion of the Board.
- B. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record and previous summer-school and/or night-school teaching experience.
- C. Application by regularly employed teachers from summer school and night school will be filed with the Superintendent at least one (1) month prior to the beginning of classes, and such applications will be renewed by the teacher for each subsequent session.
- D. The provisions of this Agreement will not apply to summer-school and night school positions except as otherwise specifically set forth herein.

ADULT EDUCATION TEACHERS ONLY (E through F)

- E. The use or non-use of substitute teachers, and the hourly rates paid to such substitute employees, remains the sole prerogative of the Board. Further, it is understood that the Board is under no obligation to call Association teachers for substitute duty, provided, however, that in the event the Board should elect to call an Association teacher for such substitute duty, preference will be given to Association members on layoff status and/or those whose schedules have been reduced from the previous semester and/or during the current semester, unless otherwise mutually agreed; provided, however, such teacher shall have indicated, in writing to the Board, a desire to be placed on the available substitute list, on the Substitute Availability Form. Association teachers will, while so

serving, have the status of substitute employees, and they shall not accumulate seniority credit nor shall any time accumulated, while on a substitute status be credited for any fringe benefit eligibility, nor shall any other terms and conditions of this Agreement apply in said instance.

- F. Teachers desirous of substituting in the K-12 program shall notify the Personnel Office in writing and their name will be placed on the District-wide Substitute Teaching list.

ARTICLE XII

Teacher Evaluation

- A. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by the supervisors and will have the right to discuss such report with their supervisors.
- B. The teaching performance of probationary teachers will be observed and a written evaluation prepared at least three times each year for K-12 teachers and at least two times for Adult Education teachers. For K-12 teachers two of such evaluations shall take place in the first semester and one in the second semester, each evaluation to be held in a different marking period. For Adult Education teachers, one observation shall take place in the first teacher term and one in the second. This shall not prevent the principal from making additional observations for evaluation purposes as he/she deems necessary. The principal or his/her designee will hold a conference with the non-tenure teacher after each such evaluation and provide him/her with a copy of the evaluation. Said conference shall take place within ten (10) school days of the final observation upon which the evaluation is based.
- C. All tenure/non-probationary teachers will be formally evaluated at least once every three years. A conference shall take place within ten (10) school days of the final evaluation.
- D. Each formal evaluation of tenure/non-probationary and probationary teachers shall be based on approximately twenty-five (25) minutes of observation. Such 25-minute observation will not take place during the first two weeks of class the first semester, or the last two weeks of class the second semester. The twenty-five (25) minutes shall not apply to non-classroom teachers (as defined in Article V., A.1). However, in the case of non-classroom teachers, a pre-conference will be held at least one week before the evaluation.
- E. Inasmuch as the function of teacher evaluation is to point out an individual teacher's strengths and weaknesses and inasmuch as it may provide suggestions for improvement, the content of a teacher evaluation shall not be subject to the grievance procedure, however, nonadherence to procedures set forth in this Article XII. and Article XIII.D., shall be grievable. In the event the teacher disagrees with a written evaluation, he/she shall have the option of placing his/her own written comments on the evaluation form. The teacher must submit these comments to the personnel office within a thirty (30) school day period from the time the teacher receives the evaluation. In the event a grievance is filed alleging nonadherence to procedures, said thirty (30) day period shall commence on the date on which the grievance procedure is concluded.
- F. Any complaint regarding a teacher made to the Administration by any parents, students or other person, which is considered in a written evaluation as provided above in evaluating said teacher's performance, will be promptly called to his/her attention. Such complaint shall include the name of the parent, student, or other person lodging the complaint. Each teacher will have the right, upon request, to review the contents of his/her own personnel file at the Board of Education Building. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information, such as confidential credentials and related personal references obtained at the time of initial employment, are specifically exempted from such review. The administrator will remove

such credentials and confidential reports from the file prior to the review of the file by the teacher.

- G. The principal or other administrator may add information to a teacher's personnel file at any time during the school year regarding activities of that school year, but may not place anything in such file for any prior school year. All insertions into such files are to be dated and initialed by the teachers. Should a teacher disagree with the item being placed in his file, he may have his written objection attached to said item. The teacher must attach said written objection to the item being placed in his/her personnel file within a thirty (30) school day period from the time the teacher receives the item. In the event a grievance is filed in this regard said thirty (30) day period shall commence on the date on which the grievance procedure is concluded.
- H. New evaluation forms will be reviewed by the professional study committee before being adopted by the Board.

ADULT EDUCATION TEACHERS ONLY (I)

- I. "School Days" for the purposes of this Article means days that the Board holds classes. If an Adult education teacher is not regularly scheduled to work on the tenth school day, after the final observation, the next regularly scheduled work day for the teacher shall be considered the tenth day. After the close of school, "school days" shall be Monday through Friday excluding holidays.

ARTICLE XIII

Teacher Conduct

- A. The Board may adopt reasonable rules and regulations not in conflict with the terms of this Agreement governing the conduct of teachers.
- B. No teacher will be disciplined, demoted, dismissed, suspended with or without pay, or reprimanded without just cause. Just cause will include, but not be limited to, inefficiency or incompetence, insubordination against the reasonable rules of the Board of Education, moral misconduct, or disability, mental or physical, as shown by competent medical evidence, habitual tardiness and abuse of the preparation hour, sick leave and personal leave days, and non-compliance with the provisions of the Master Agreement.
- C. If, in the judgment of the Administration, a teacher is guilty of serious misconduct or should be removed from the school, he/she may be suspended with pay pending investigation and determination of the penalty, if any. In other cases, the Administration shall warn him/her of the possible disciplinary consequences in advance. All charges of misconduct must be based on objective investigation and applied without known discrimination to all employees.
- D. The Board of Education, through the Administration, may file grievances against teachers regarding the non-compliance with the Master Agreement. Any teacher violating this Agreement may be subject to disciplinary action. Said grievance shall be filed in writing with the Association president, with a copy to the teacher involved. The Association president, shall answer the grievance in writing within five (5) school days. If the Administration is not satisfied with the president's answer, it may, within ten (10) school days, request a meeting with the Executive Board of the Association. The meeting shall take place at the next regularly scheduled Board meeting, and in any event, within ten (10) school days after receipt of the Appeal. The SEA Executive Board shall render a decision in writing within ten (10) school days after the meeting. A copy of the decision shall be delivered to the Superintendent and the Board. If the grievance is not satisfactorily adjusted, and if it involves an alleged violation of a specific Article and Section of the Agreement, the Board may, within fifteen (15) school days after receipt of the answer, submit the grievance to arbitration in accordance with the grievance procedure in Article III.
- E. Nothing contained herein will deprive the Board of any rights which it has under the Michigan Teacher Tenure Act with regard to tenure teachers.

- F. No teacher will be prevented from wearing pins showing membership in the Association or any other teacher organization.
- G. Teachers will not tutor for pay in school buildings during the school year, unless they have the advance approval of the building principal.
- H. Teachers will not tutor their own pupils for pay.

K-12 TEACHERS ONLY (I)

- I. In the event a probationary teacher is given written charges seeking his/her dismissal, said teacher shall be entitled to a hearing before the Board under the following conditions provided said request is filed in writing with the Superintendent within ten (10) days following notification to said teacher.
 - 1. The charges against the teacher shall be in writing and signed by the person making the same.
 - 2. At the option of the teacher, the hearing shall take place not less than ten (10) nor more than twenty (20) days after the filing of such charges.
 - 3. The hearing shall be conducted before the Board of Education in accordance with the following provisions:
 - (a) The hearing shall be public or private at the option of the teacher affected.
 - (b) No action shall be taken resulting in the demotion or dismissal of a teacher except by a majority vote of the members of the Board.
 - (c) Both the teacher and the person filing charges may be represented by counsel.
 - (d) Any hearing held for the dismissal or demotion of a teacher must be concluded by a decision in writing, within fifteen (15) days after the termination of a hearing. A copy of such decision shall be furnished to the teacher affected and the Association within five (5) days after the decision is rendered.
 - 4. The decision of the Board may be reviewed under the provisions of Level Four of the grievance procedure.
 - 5. Provisions of this section shall not be applicable to probationary teachers not being rehired (or being dismissed effective the end of the term of their individual contract) for a subsequent contractual period.

ADULT EDUCATION TEACHERS ONLY (J and K)

- J. In the event a probationary teacher is discharged, said probationary teacher may have the benefit of hearings at all levels of the grievance procedure, up to and including Level III, it being expressly understood that Level IV, i.e. Binding Arbitration, is expressly denied the probationary teacher. Further, it is understood that the provisions of this section shall not be applicable to probationary teachers not being rehired (or being dismissed effective the end of their current teaching term) for a subsequent teaching period.
- K. In the event it is determined that a teacher has failed to adhere to established working times, and if said failure results in a deduction of pay, said teacher will be informed of the deduct. The communication of the deduction will be made, under normal circumstances, prior to the receipt of the reduced pay.

ARTICLE XIV

Teacher Facilities

K-12 TEACHERS ONLY (A and B)

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the Association and the Board. They recognize further that facilities should be designed to meet the needs of the Educational Program. To achieve this end, the Board will continue to seek the recommendations of teachers before teaching facilities are constructed or remodeled.
- B. Each school will have the following facilities:
1. Space in each classroom in which teachers may safely store instructional materials and supplies.
 2. Locked space in a file cabinet, desk or similar facility where teachers may store valuables.
 3. A work area containing adequate supplies and equipment, to be used exclusively by the staff and individual pupils accompanied by a staff member for preparation of instructional materials. A telephone to be used for work-connected calls will be available for teachers and, if feasible, will be placed in said work areas.
 4. An appropriately furnished room to be used as a staff lounge. To the extent possible, the lounge shall be different from the aforesaid work area. The permissibility of smoking in said lounges will be determined on a building-by-building basis by a vote of the staff. Recognizing that the staff lounge facilities in some buildings are crowded, the Administration shall, within the limits of finances and facilities, provide alternative space in such buildings for non-teaching personnel to relieve the situation.
 5. Adequate off-street parking facilities, lunchroom facilities and well-lighted, clean and conveniently located teacher rest rooms, as finances permit.
 6. The Board and the Association agree that it is not educationally sound to attempt to conduct classes in a physically uncomfortable environment. The Board therefore agrees to make every effort to maintain classroom temperatures within a 68 to 75 degree range subject to applicable state and/or federal regulations. In situations in which the classroom temperature is below 60 degrees or above 80 degrees, and no relief is probable within a two-hour period, the matter will be presented to the Superintendent for a decision relative to closing the school. A written response by the Superintendent or his/her designee will be given within two (2) school days.
 7. Typing, duplicating, copying and mimeograph facilities shall be made available to aid teachers in the preparation of instructional material. In addition, a committee consisting of four representatives of the Administration and four representatives of the Association shall be formed to review the equipment available to aid teachers in the preparation of instructional materials in each school and to develop a guide to be worked toward within limitations of available finances.
 8. The Board will continue to provide audiovisual materials to aid teachers in the performance of their duties.

ADULT EDUCATION TEACHERS ONLY (C through L)

- C. 1. The Board recognizes its responsibility to provide the necessary textbooks and supplies, subject to available finances.
2. Upon the written request of the Association, the Board agrees to confer annually, prior to the final selection, with an Association Committee for the purpose of improving the selection and use of textbooks and educational supplies, this in keeping with available finances.

- D. 1. Teachers will have access to those catalogues which are available at the Adult Education Center premises, i.e. those which have been received by the Adult High School and/or the Adult Basic Education offices. Said catalogues are to remain at the center unless other arrangements are made.
- 2. In the event duplicate catalogues are available, these catalogues will be placed in the teachers' workroom at the Center. It is understood that the Administration assumes no responsibility for any and all catalogues placed in the workroom.
- E. 1. Teachers shall have access to the reasonable use of copying facilities at the Adult Education Center Building.
- 2. A typewriter and ditto machine, housed in the teacher workroom at the Lifelong Learning Center, will be made available to aid teachers in the preparation of instructional materials.
- F. A telephone to be used for work-connected calls will be available for teachers at the Adult Education Center Building and wherever possible at such other sites.
- G. Off-street lighted (to the extent finances allow) parking facilities, designated as such, will be provided for the staff, adjacent to the Adult Education Center. It is understood that the Board assumes no responsibility for the policing of this provision in the event that other than staff utilize the designated parking area. Further, the Board is not responsible for any damage to automobiles nor does it assume any other liability due to this provision.
- H. Teachers will be provided, to the extent possible, with the following at the Lifelong Learning Center:
 - 1. Individual locked space in a cabinet, desk or similar facility in the respective teaching building.
 - 2. Space in which instructional materials and supplies may be safely stored.
- I. The Board agrees to confer with the Association, should the need arise, regarding the question of security at the various Adult High School and Adult Basic Education facilities.
- J. 1. At the Lifelong Learning Center, teachers shall have access to private rest room facilities - and to one room which shall be reserved for use as a faculty lounge workroom.
- 2. At Arthur Hill High School, an effort shall be made so that teachers shall have access to a private rest room facility.
- K. Efforts will be made, subject to the limitations of space and scheduling conflicts, to provide a classroom for those teachers in the Adult Basic Education Program having a scheduled twenty-four (24) or more hours per week of instructional class time and to teachers in the Adult High School Program having a scheduled twenty-four (24) or more hours per week of instructional class time.
- L. The Adult High School and Adult Basic Education Offices shall, under normal circumstances, remain open during the lunch period(s). Should circumstances be altered so that these offices cannot remain open, the association shall be consulted in advance.

ARTICLE XV

Use of School Facilities

- A. After the close of school and prior to 5:00 p.m., the Association will have the right to use school buildings, without cost, at reasonable times, on school days, for meetings. The principal of the building in question will be consulted in advance of the time and place of all such meetings. All requests for building use after 5:00 p.m. or on non-school days will conform to Board policies. It is understood that the only cost to the

Association will be any additional service costs necessitated by such meetings.

- B. It will be the policy of the Board that bulletin boards in a given school will be used for the purpose of displaying educational materials and other notices referring to the conduct of educational and student activities. One bulletin board will be placed in the staff lounge for the purpose of displaying Association material and, as quickly as the limitations of maintenance staff and finances permit, and subject to space problems in the lounge areas, these will be approximately four-by-six (4' x 6') in size. Copies of such material will be shown to the principal but his/her approval will not be required.
- C. In those schools where an intercommunications system exists, it will be the policy of the Board that such equipment may be used only for announcements emanating from the principal's office and in connection with information from that office to students and staff members. Such announcements will be in connection with student activities, educational announcements and announcements to the faculty with regard to school-centered activities. Other announcements beyond the above may be made at the discretion of the principal, with regard to content, time and need for such announcements. Except in cases of extreme urgency the public address system will not be used when classes are in session. The public address system will be used for announcements of interest to and involving the interest of the entire student body.
- D. The Association may distribute materials through teachers' mailboxes, if it so desires.
- E. It is expressly understood that no member of the Administration will assume the responsibility for the posting or distribution of material for the Association or any other teacher organization except that the Association may use the school delivery service from the administration building on the regular delivery schedule.

ARTICLE XVI

Sick Leave

THIS ARTICLE DOES NOT APPLY TO ADULT EDUCATION TEACHERS

- A. Teachers shall be entitled to ten (10) sick-leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Sick-leave days may be accumulated from year to year with no maximum limit.
- B. Upon the recommendation of the Superintendent, the Board may require a teacher to submit to physical or mental examinations by appropriate specialists to determine whether involuntary sick leave is warranted. Such requested examinations will be at the Board's expense.
- C. In the event of an absence of a teacher for illness in excess of five (5) consecutive working days, the Board may require an examination by an independent physician, such examination to be at the Board's expense.
- D. In addition to personal illness or injury, sick leave may be utilized for the following purposes:
 - 1. One (1) day when emergency illness or injury in the family requires a teacher to make arrangements for necessary medical and nursing care.
 - 2. A maximum of five (5) days per school year for a critical illness in the immediate family.
 - 3. A maximum of five (5) days per school year for a death in the immediate family or household. Further death leave may be granted at the discretion of the Superintendent.
 - 4. A maximum of three (3) days per school year may be used for emergency or catastrophe. Permission for such leave must be obtained from the Superintendent's office through the principal involved. Examples of such are:

- (a) Emergencies, catastrophe, fire, accident, pallbearer.
- (b) Marriage or graduation of a member of immediate family and the employee himself/herself.
- (c) Required court appearance involving no moral turpitude on the part of the employee and unconnected with the teacher's employment.
- (d) Child born to wife.
- (e) Immediate member of family leaving for service.

Immediate family shall be considered to include father, mother, son, daughter, brother, sister, husband, wife, grandparents of self or spouse, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle and relatives living in the same household.

5. Any other reason approved in advance by the Superintendent.

- E. After a teacher has used up six (6) or more sick days a year, the Board reserves the right to require a doctor's statement for each subsequent absence in the school year before additional sick leave days are granted. Exceptions for the purpose of computing the 6 day use rule are injury compensable under the Michigan Workers' Compensation Act and time lost due to an illness or injury requiring hospitalization. Furthermore, this provision shall not apply until the individual teacher has been put on notice that he/she must comply with this provision for subsequent use of personal sick leave. Said doctor's statement shall be at the teacher's expense.

ARTICLE XVII

Temporary Leaves of Absence

THIS ARTICLE DOES NOT APPLY TO ADULT EDUCATION TEACHERS

- A. Leaves of absence with pay not chargeable against the teacher's sick leave will be granted as follows:
 - 1. Two days at full salary each year for urgent, necessary, legal, business household or family matters which require absence during school hours. Application for personal leave will be made at least twenty-four (24) hours before taking such leave (except in the case of emergencies) and the applicant for such leave shall state the reason for taking such leave. If these days are not used, they will be added to the teacher's accumulated leave. Hunting, fishing, recreation, vacationing and social matters are not considered proper uses of this Article. Not more than twenty (20) teachers, in order of application for such leave, will be excused under this Section on any one day, and not to exceed 25% of the faculty of any one building on any one day.
 - 2. Teachers will be granted leave of one (1) day or more per year for the purpose of visiting other schools or attending meetings or conferences of an educational nature. In the event this visitation, meeting or conference is for more than one day (i.e., a two or three consecutive day conference, etc.), and only one day is approved, the teacher may use his/her unused personal business day(s). The number of days granted and the number of teachers allowed such leave at any one time will be within the discretion of the Administration.
 - 3. A teacher subpoenaed as a non-party witness or as a party defendant with the Board in judicial proceedings connected with the teacher's employment shall receive from the Board the difference between his/her base salary as computed on a daily basis and the daily witness fee paid by the court for each day on which he/she reports pursuant to the subpoena and on which he/she would otherwise have been scheduled to work.

4. The Board will continue its policy of allowing Association representatives time off to attend State and/or National Association workshops, conferences, convention and other activities up to twenty (20) days per school year. Additional days off may be allowed at the request or with the consent of the Superintendent for educational purposes approved by the Superintendent.
 5. A teacher who is called into temporary service in a branch of the armed forces, Reserve or the Michigan National Guard shall be paid the difference between his/her military pay and his/her base salary as computed on a daily basis, for a maximum of two (2) weeks per year, provided proof of service and pay is submitted upon his/her return.
 6. A leave of absence shall be granted a teacher who is summoned and reports for jury service provided that the Board shall only be obligated to pay an amount equal to the difference between the teacher's base salary as computed on a daily basis and the daily jury duty fee paid by the Court for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work, provided said teacher cooperates with the Board in seeking to get excused.
- B. Teachers will notify their principal immediately upon discovery that leave is required. Leaves of absence will be applied for in writing, except in cases of emergency.

ARTICLE XVIII

Extended Leaves of Absence

THIS ARTICLE DOES NOT APPLY TO ADULT EDUCATION TEACHERS

- A. The Board agrees that up to two (2) teachers designated by the Association will, upon request, be granted a leave of absence for not less than one (1) semester nor more than one (1) year without pay for the purpose of engaging in Association (local, state, or national) activities. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. The SEA President is exempted from the Professional Growth Requirements while on Leave.

Under the provisions of IX.,D.3.a. and upon return from leave, the S.E.A. President shall have the option to be reassigned to the same building/department or program as the individual was assigned prior to leave under this provision, provided however written notice of intent to return from such leave shall be submitted by June 1.

- B. A leave of absence without pay of up to two (2) years will, upon the approval of the Superintendent, be granted to any teacher who joins the Peace Corps or serves as an exchange teacher and is a full-time participant in either of such programs. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
- C. A leave of absence for up to one (1) year without pay will, upon the approval of the Superintendent, be granted for: study related to the teacher's licensed field, study to meet eligibility requirements for a license other than that held by the teacher, and study, research or special teaching assignment involving probable advantage to the school system. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
- D. Military leave will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of two (2) years.

- E. 1. Parental Leave. A parental leave of absence without pay or increment shall, upon proper request, be granted to teachers who become parents of a newborn.

Such leave must be requested, in writing, prior to the six-week postnatal examination, but not less than 30 days prior to the date such leave is to become effective. Such leave shall, if applicable, be granted until the end of the school year. Upon request of the teacher filed prior to April 1 of each school year, said leave will be extended for additional periods of one school year (up to two additional).

2. Adoption Leave. An adoption leave of absence without pay or increment shall, upon proper request, be granted to teachers who become parents of an adopted child. The teacher shall apply for said leave when first notified of acceptance as an adoptive parent by the adoptive agency. The teacher shall, at intervals of 60 days, keep the personnel office informed of the status of the adoption. The leave shall commence when the teacher assumes custody of the child and shall continue for the bonding period specified by the adoption agency and if no period is specified, then for the duration of the school year. Upon request of the teacher filed prior to April 1 of the school year, said leave will be extended for additional periods of one school year (up to two additional).

3. Maternity. Maternity leaves shall be granted pursuant to Section H. Where possible, a teacher desiring such leave must file a physician's statement with the personnel office certifying pregnancy and the expected date of birth at least sixty (60) days in advance of the leave. Unless a parental leave is granted, said leave shall expire following the postnatal examination period (usually six weeks after termination of pregnancy), assuming the teacher is physically able to return to work.

- F. A leave of absence without pay or increment of up to one (1) year may, upon the approval of the Superintendent, be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Superintendent.

- G. The Board may, upon approval of the Superintendent, grant a leave of absence without pay or increment to any teacher to campaign for or serve in a public office, such leave to be not less than one (1) semester nor more than the term of such office.

- H. Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery from such illness.

- I. Other leaves of absence without pay may be granted by the Board.

- J. No benefits will accrue to a teacher during a leave of absence except as otherwise stated herein. Upon return from leave, his/her accumulated unused sick leave benefit accumulated at the time the leave commenced will be restored to him/her.

- K. All requests for extended leaves will be applied for and granted in writing. The teacher must apply for the leave at least sixty (60) days prior to its commencement, except in cases of emergency and maternity. Return from leaves shall be at the beginning of a school year provided written notification of intent to return shall be submitted by April 1st.

Any leave granted will be with the understanding that it is a leave of absence from the Saginaw Public Schools and not necessarily from a particular position. Upon return from leave, reasonable effort will be made to assign the teacher to the same or a comparable position, if available, i.e., vacant, however, teachers will not be guaranteed their former assignment but will be placed in a position for which they are certified and qualified.

Teachers desiring to return prior to the beginning of a school year must notify the District at least sixty (60) days prior to the date they desire to return. If the teacher's same or comparable position is available,

i.e., vacant, at the time said teacher desires to return as provided herein, he/she will be allowed to return prior to the beginning of the school year.

- L. Length of service with the District shall exclude time spent on leaves of absence, unless the leave was granted pursuant to Article XVIII, A., B., C., and D., in which case length of service shall continue to accrue.
- M. Notwithstanding the above, if the teacher goes on a leave after having completed the first semester, he/she will get credit on the salary schedule for the entire year on a one time basis and one time only. In other words, should a teacher take a subsequent leave, whether it should begin before or after the end of the first semester he/she will not receive credit on the salary schedule for that year.

ARTICLE XIX

Sabbatical Leave

THIS ARTICLE DOES NOT APPLY TO ADULT EDUCATION TEACHERS.

With the approval of the Superintendent of Schools, sabbatical leaves may be granted for study to a teacher by the Board, subject to the following conditions:

- A. No more than five (5) teachers will be absent on sabbatical leave at any one time.
- B. Requests for sabbatical leave must be received by the Superintendent of Schools, in writing, in such form as may be required by the Superintendent of Schools no later than March 1 of the school year preceding the school year for which the sabbatical leave is requested. Preference in granting such leaves will be given on the basis of length of service in the system. The Superintendent reserves the right to ascertain that the general program to be pursued or travel to be undertaken will be of benefit to the Saginaw Public Schools. Upon return, a written report of study undertaken will be given to the Superintendent.
- C. The teacher must have completed at least seven (7) consecutive full school years of service in the Saginaw School System. Acceptance of sabbatical leave implies agreement to return to the Saginaw School System following the sabbatical leave for a minimum of two (2) school years.
- D. Teachers on a sabbatical leave will be paid at one-half (1/2) of their annual salary rate for a full year's leave or one-quarter (1/4) of their annual salary rate for a semester's leave and will be given their regular increment. The Board will provide without cost to the member on sabbatical leave fully paid life insurance and will pay one-half (1/2) the cost provided for of health insurance coverage, if the teacher chooses such coverage.
- E. In the event the teacher shall fail to comply with the requirement in Paragraph C above, he/she shall reimburse the Board for the amount paid as sabbatical leave.
- F. All teachers on sabbatical leave must pursue only their approved sabbatical program and while doing so must maintain the status of a full-time student, if applicable, as such status is defined by the college or university which they are attending.

ARTICLE XX

Student Control and Discipline

THIS ARTICLE DOES NOT APPLY TO ADULT EDUCATION TEACHERS.

- A. The Board and the Association recognize the mutuality of responsibility shared by teachers and administrators in the maintenance of student discipline and control.

- B. For its part, the Board agrees to support and assist teachers in carrying out this responsibility and will provide direct assistance to teachers who are encountering discipline problems beyond their reasonably expectable capacity to handle (though this provision will not be construed in any way as diminishing the responsibility of teachers). The Board will, further, directly involve the Association in initially developing and evaluating rules, regulations, and enforcement policies and procedures to this end.
- C. For their part, teachers shall provide discipline and supervision over those students in their charge and assume responsibility for the maintenance of order among all students within their sphere of effective control while in the performance of their employment, especially immediately before and after school and between classes.
- D. Whenever, upon evaluating, it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board upon recommendation of the principal, will take reasonable steps within the limits of the available personnel, finance, etc. to attend to the situation. In such cases, the teacher will be notified of the disposition in writing.
- E. Any pupil who is determined by the Administration, after consultation with appropriate, qualified professional people, to be incapable of adjusting to the regular classroom will be removed from such regular classroom.
- F. A teacher may exclude a pupil from his/her class for that particular class that day when the pupil has committed acts of gross misbehavior, gross misconduct or gross persistent disobedience which makes the continued presence of the pupil in the classroom intolerable. In such cases, the teacher will furnish the principal, or his/her designated representative, as promptly as his/her teaching obligations will allow, and in any event by the end of the day, a detailed written report of the particulars of the incident. Upon receiving the written report, the administrator will respond in writing as to the disposition of the case. This will be done as promptly as his/her administrative obligations will allow, and in any event by the conclusion of the following work day.
- G. When a teacher is assaulted by a student and a written report is filed, the student will not be allowed back in that teacher's class without a consultation with the student, his/her parent, the teacher and the principal, or his/her designated representative, and the teacher agrees to the pupil's return in his/her classroom, unless there are no possible alternatives. Possible alternatives shall include, but not be restricted to, the following: changes of schedule, change of class, room or building. In any event the teacher and the Association building representative will be notified in writing of the disposition of the case.
- H. Rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior shall be promulgated. Such rules and regulations shall be distributed to students, teachers and parents at the commencement of each school year.
- I. A written statement by the Board governing use of corporal punishment of students shall continue to be published in the Personnel Policies Handbook.
- J. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Workers' Compensation, shall not be charged against the teacher unless he/she is adjudged guilty by a court of competent jurisdiction.
- K. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to assault.

ARTICLE XXI

Protection of Teachers

- A. 1. Any case of alleged assault upon a teacher which had its inception in a school centered problem will be promptly reported to the Board

or its designated representative, and notification to Association building representative. If the alleged assault was by a pupil, the assaulting pupil will be immediately suspended. The alleged assault will be promptly investigated by the principal or his/her designated representative and the appropriate assistant superintendent or his/her designated representative. These two persons and the Superintendent shall determine a suitable punishment for the assaulting pupil(s). This decision will be communicated to the teacher concerned.

2. If the assault is by an adult person who is not a pupil, the Board will promptly report the incident to the proper law enforcement authorities.
 3. In either case (pupil or non-pupil adult) the Board will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement, legal and medical authorities.
 4. The Board will also provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault.
- B. Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault arising out of and in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any workers' compensation paid for temporary disability due to said injury) for the period of such absence not to exceed ten (10) school months, and no part of such absence will be charged to his/her annual or accumulated sick leave. The Board may, at its option, request a confirming statement from a medical doctor relative to the duration of such absence from the teaching assignment. As soon as such teacher is physically able to return to work, he/she shall be restored to his/her previous position or an equivalent position.

This section B does not apply to Adult Education teachers.

(See Article XXIX., Section O. for Adult Education teachers.)

- C. If, as a result of an accident or assault arising out of and in the course of his/her employment a teacher is injured or suffers damages to or destruction of personal property, the Board of Education or its workers' compensation carrier will reimburse the teacher for such loss and/or required medical, surgical or hospital care. Such reimbursement by the Board will cover all such costs except those covered by insurance, and not to exceed two hundred (\$200) dollars.
- D. The Board will provide supervision of designated teacher parking areas on Board property during those hours the teachers are scheduled to work and at such other times as are designated by the Administration with the understanding, however, that the Board is not responsible for any damages to automobiles nor does it assume any other liability due to this provision. It is the policy of the Board to cooperate with law enforcement officials to seek to prosecute those individuals involved in damage or vandalism to employee automobiles parked in the designated parking areas.
- E. The Board will continue to explore ways of improving techniques for maintaining a secure learning climate.

ARTICLE XXII

Insurance

K-12 TEACHERS ONLY (A through J)

- A. The Board agrees to continue to pay the premiums to provide medical hospitalization insurance coverage under Blue Cross-Blue Shield MVF-II with Master Medical or MESSA Supermed-2 subject to the terms and conditions specified in the Group Insurance Agreement for regular, full-time teachers not otherwise covered by the Board in another medical hospitalization plan, or not otherwise covered or eligible to be covered by another employer paid health plan providing substantially equivalent benefits. Each year teachers desiring coverage shall sign the disclaimer

form in Appendix F. Substantially equivalent benefits will be measured by the benefit levels in Blue Cross-Blue Shield MVF-II (excluding the drug rider). Part-time teachers will be provided equivalent coverage on a pro-rated basis.

Effective July 1, 1977, the Board shall only pay the premiums up to the level of the least expensive carrier, i.e., Blue Cross-Blue Shield or MESSA (Blue Cross is to include the \$3.00 Prescription Drug Rider effective September 1, 1984). Any teacher desiring the more expensive carrier shall pay the difference between the least expensive carrier and the most expensive carrier, by filling out the necessary request forms at the business office. Said difference shall then be deducted from the teacher's pay via monthly payroll deductions.

(See also Appendix U)

- B. A committee consisting of three (3) representatives of the SEA and three (3) representatives of the Board shall be formed to study the methods of containing health care costs. The following are examples of cost containment measures which shall be studied:

- Single-Carrier Coverage
- Preferred Provider Systems
- Inservice on Health Education
- Mandatory Second Opinions in
Elective Surgery
- Out-Patient Surgery
- Pre-Admission Review
- Bidding Insurance
- Self-Insurance

The parties pledge to work in good faith toward the goal of cost containment in the health insurance area.

- C. The Board agrees to pay the premiums to provide group term life insurance (including double indemnity accidental death and dismemberment rider) in the amount of \$25,000 per teacher, for regular, full-time teachers, subject to the terms and conditions specified in the Board's Group Insurance Agreement with the carrier. The Board shall have the right to select the carrier or change carriers. Any rebates shall accrue to the Board. Part-time teachers will be provided equivalent coverage on a pro-rated basis. Effective October 1, 1984, said \$25,000 shall be increased to \$30,000.
- D. Any teacher who is taking the MESSA Supermed 2 Insurance shall have the cost of the mandatory life insurance deducted from his/her pay, unless alternate arrangements can be made.
- E. 1. The Board agrees to provide a dental program for all full-time employees in the bargaining unit who enroll in the program. Said program shall provide a benefit level of eighty percent (80%) of Class I benefits and eighty percent (80%) of Class II benefits, with a \$1,000 per person yearly maximum payout for Class I and Class II benefits. Additionally, effective October 1, 1984, there shall be provided a Class III benefit (orthodontic rider) of eighty percent (80%) with an \$800 lifetime maximum payout.
2. The Board shall have the right to select the carrier or provider or to change carrier(s) or provider(s).
3. Effective October 1, 1987, the lifetime maximum payout on class III (Orthodontic Rider) shall be increased from \$800 to \$1,300.
- F. For the life of this Agreement, effective May 1, 1982, full-time teachers who do not participate in the Board paid Group Health Insurance Program in Section A of this Article shall be eligible to participate in a tax-sheltered annuity (TSA) program under the terms and conditions outlined in this section.
1. Eligible employees must sign the appropriate forms in accordance with a schedule as established by the Board, it being understood that the sign-up period is as established by the Board. The Board shall make no contributions to a TSA until the first of the month following filing of said forms.

2. The Board shall contribute forty-five dollars (\$45.00) per month to the TSA. The method and timing of said payment shall remain the exclusive right of the Board. No contribution shall be made for any month in which the employee is on layoff or is on a leave of absence.
 3. The Board's sole obligation is limited to making the contribution as outlined herein. All TSA programs are subject to the terms and conditions outlined in the contract between the Board and the carrier including eligibility, coverage, and benefits. No matter contained in this Section shall be subject to the Grievance Procedure except the question as to whether the Board made the contribution as required herein.
 4. The selection or non-selection of eligible TSA carriers shall be the exclusive prerogative of the Board, provided, however, such selection shall be in conformance with Board policy.
 5. It shall be the responsibility of the employee to inform the Board of his/her desire for coverage herein or of any change in his/her status that may affect his/her insurance coverage, and to properly enroll in any insurance program(s) as needed and directed by the Board.
- G. The board agrees to pay the premiums to provide long-term disability insurance for regular, full-time teachers who enroll in the program. Long-term disability insurance coverage shall mean income protection subject to the terms and conditions specified in the policy, for eligible teachers, in cases of sickness or disability to age 65, except as shown in the chart contained in the insurance policy. Long-term disability payments shall be payable after a waiting period of ninety (90) calendar days from the initial date of sickness or disability providing the teacher has exhausted all his/her individual sick leave benefits. The maximum monthly benefit for eligible teachers shall be \$1,500 per month. Effective the beginning of the month, thirty (30) days following ratification of this Agreement, for eligible employees whose disability commences after said effective date, the \$1,500 per month maximum rate shall be increased to \$2,000 per month. Said benefit shall be at a rate of sixty percent (60%) of the teacher's Schedule A contract salary, at the time of disability, with any amounts received from the insurance company to be reduced to any primary remuneration received for which the employee is eligible, during the benefit period from the Board, the Michigan Public School Employees Retirement Fund, the Federal Social Security Act, Veteran's benefits or other such pensions or workers' compensation. A nervous and mental rider shall be included. Effective September 1, 1985, said 60% shall be increased to 66-2/3% for eligible employees whose disability commences after said effective date. (See also Appendix M)
- H. The Board shall provide short-term disability protection for regular full-time teachers who have personal sickness or disability providing the teacher has exhausted all his/her individual sick leave benefits. Short-term disability payments shall be payable after a thirty (30) day consecutive work day waiting period. Said short-term disability protection benefit for eligible teachers shall be at a rate of 66-2/3% of the teachers' Schedule A contract salary, at the time of disability, up to a maximum of \$1,500 per month. Said protection shall be for a maximum of ninety (90) calendar days from the date of illness or disability (exclusive of summer vacation) provided there shall be no payments under this section made during the summer vacation period. Effective the beginning of the month, thirty (30) days following ratification of this Agreement, said \$1,500 per month maximum shall be increased to \$1,800 per month for eligible employees whose disability commences after said effective date.
- I. 1. New hires, i.e., those who first work under contract in the 1984-85 school year or thereafter, or any ex-employee considered to be a new hire, who enroll in the Board-paid medical hospitalization plan and/or the Board-paid dental plan, per the provisions of this Article, shall pay the full cost of the premium(s) for coverage selected for the first one (1) month of coverage in a method as determined by the Board, provided that payroll deduction will be allowed.

2. It is understood here that in the event any employee who pays the cost of this one (1) month premium shall then elect to change the extent of the coverage, e.g., single person to two person, the employee must present proof of change of status, as is requested by the Board, in order to add additional person(s) to the coverage level.
 3. Any employee who willfully misrepresents any statement or conditions under this section may be subject to discipline, up to and including discharge.
- J. Vision care coverage shall be provided for full-time employees in the bargaining unit. The Board shall have the right to select the carrier or provider or to change carrier(s) or provider(s) provided the benefits shall be the MESSA VSP II specifications without the internal coordination of benefits or comparable coverage as agreed to by the parties.

(See also Appendix X)

ADULT EDUCATION TEACHERS ONLY (K through W)

- K. 1. The Board will, for the duration of this Agreement, and effective in September of 1981, pay the premiums to furnish a Blue Cross/Blue Shield MVF-1 medical-hospitalization insurance plan or a Group Health Service of Michigan Medical-Hospitalization insurance plan for eligible, full-time employees not otherwise covered by the Board or not otherwise eligible to be covered by another paid health plan, subject to the terms and conditions specified in the Board's group insurance contract(s) currently in force for eligible employees per the provisions of this Article, provided however, that, should the Board so choose, it shall have the right to select the carrier and to change the carriers.

Effective September 1, 1989, a "DC" rider will be added to the Blue Cross coverage noted above.

2. Effective July 1, 1981, the Board shall pay only the premiums up to the level of the least expensive carrier of the two carriers mentioned above, i.e. Blue Cross/Blue Shield or Group Health Service of Michigan. Any teachers desiring the more expensive carrier shall pay the difference between the least expensive carrier and the most expensive carrier, by filling out the necessary request forms at the business office. Said difference shall then be deducted from the teacher's pay via monthly payroll deductions during the regular school year. The monthly difference deduction for the months of July and August shall be as determined by the Board, provided that the Association shall be consulted regarding this process. For eligible employees, the option stated herein may only be exercised on an annual basis subject to applicable enrollment provisions.
- L. An employee shall be regularly scheduled to work at least thirty (30) hours a week to be eligible for the health insurance benefits set forth in Section K. and for the dental insurance benefits set forth in Section T. Said thirty (30) hour requirement shall include time worked as preparation time. In both the Adult Basic Education program and the Adult High School program, eligibility as to the thirty (30) hour requirement shall be determined as of October 15 of a given year, and shall be based upon a teacher's regularly assigned number of hours as of that date. If an employee is eligible per this and other requirements, said employee shall then remain insured until the following year except that if an employee voluntarily chooses to be employed for less than thirty (30) hours, or if his/her eligibility status should change, coverage shall cease as of that point. Coverage is not guaranteed from year to year but is determined by the above-mentioned thirty (30) hour requirement and the above-mentioned eligibility date, as well as the other provisions of this Article.
- M. The Board will, effective with the beginning of the school year 1981-82, and for the duration of this Agreement, pay the premiums to provide term life insurance for certain eligible employees as listed below, subject to the terms and conditions in the policy in effect between the Board and

the carrier. The Board shall have the right to select the carrier(s) and/or to change the carrier(s).

1. Employees regularly scheduled to work thirty (30) hours or more per week as of October 15 of a given year, \$20,000.
 2. Employees regularly scheduled to work twenty (20) hours per week but not more than twenty-nine (29) hours per week, \$15,000.
 3. Employees regularly scheduled to work twelve (12) hours per week but not more than nineteen (19) hours per week, \$10,000.
 4. Eligibility for the life insurance is determined by sections K. and L. above and by the time-lines listed in Section L. of this Article.
 5. The hourly requirements listed in M. 1., 2., and 3., above shall include time worked as preparation time.
- N. An employee must have been regularly employed and must have worked for three (3) calendar months before he/she is eligible for the insurance set forth in this Article, provided that time worked, in a regular assignment, during the school year 1979-80, shall be credited toward the three month requirement. An eligible employee shall become insured on the first of the month following his/her initial three (3) months of employment.
- O. The insurance coverage listed herein shall be discontinued on the day the employee's services are terminated or the day he/she goes on any leave of absence without pay or is laid off.
- P. Eligibility, coverage, and benefits under the insurance plans noted herein are subject to the terms and conditions, including any waiting periods or other time limits, contained in the contracts between the Board and the carrier. Any rebates or refunds on premiums paid by the Board shall accrue to the Board. No matter contained in this Article shall be subject to the Grievance Procedure, except the fulfillment of the specific obligations undertaken by the Board. The enrollment period for the coverage listed herein shall be as established by the Board.
- Q. It shall be the responsibility of the employee to inform the Board of his/her desire for coverage or of any change in his/her status that may affect his/her insurance coverage, and to properly enroll in any insurance program(s) as needed and as directed by the Board.
- R. It is understood that the Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance coverage noted herein.
- S. Any employee who falsifies any insurance claim or who applies for any coverage for which he or she is not eligible shall be subject to immediate discipline, up to and including discharge.
- T. Effective March 1, 1987, and for the duration of this Agreement, the Board will provide a dental care program for all regular, full-time (thirty hours or more per week), eligible employees in the Adult Education Unit, subject to the terms and conditions in effect between the Board and the Carrier, per the eligibility provisions of this Article. Said dental care program will provide a benefit level of eighty percent (80%) of Class I benefits (Basic Dental Services), a benefit level of eighty percent (80%) of Class II benefits (Prosthodontic Dental Services), and a benefit level of eighty percent (80%) of Class III benefits with an \$800 lifetime maximum payout. (Orthodontic Dental Services to dependent children to age 19 only.)
- U. There shall be no duplication of health and/or dental insurance coverage. Employees entitled to such paid insurance from another employer or from their spouse's employer, or from any other source, shall not be entitled to the insurance provided herein. The employee must notify the Board of any such personal coverage from another source, i.e. of such coverage from another source and must sign the proper eligibility form(s) as required by the Board.

- V. In regards to the health and dental insurance benefits provided herein, the Board reserves the right to select the provider, to change providers, to become self-insured, and/or to determine the method of providing the negotiated benefits, (including bidding such benefits), the negotiated benefits to be generally comparable to the Blue Cross/Blue Shield plan noted herein and to the dental plan noted herein.

In the event the Board implements a revised and/or alternate medical-insurance or dental program, per the options listed herein, the Union shall be notified in advance.

- W. Certain employees may be eligible for hospitalization-medical insurance coverage, paid for by the Saginaw Board of Education. The conditions which must be met in order for coverage eligibility are as follows:

1. You must be regularly scheduled to work at least 30 hours or more per week, including prep time, as of October 15 of a given year in both the Adult High School and the Adult Basic Education programs. Eligibility remains in effect only for a given year, and is subject for a succeeding year, to the thirty (30) hour requirement and the October 15 date.
2. You are ineligible if you are receiving generally comparable coverage from another employer, from the Board, from a spouse's program(s) or from any source.

The undersigned, a member of the bargaining unit represented by the Saginaw Education Association, affirms that he/she has no medical insurance coverage as spelled out in #2 above, and/or that he/she is not eligible for any such other medical insurance coverage, per the above.

In the event such second coverage or eligibility for such second coverage does exist, the undersigned shall notify the Board, in writing, that he/she elects to be covered under said second insurance policy. The penalty for continued double coverage in violation of this agreement shall be prompt reimbursement to the Board of all premiums paid by the Board for the medical-hospitalization coverage from the effective date of such coverage, and such other penalty as the Board may assess.

Notwithstanding the foregoing, if the coverage from any other source, per the above, of the undersigned, is terminated at any time, for layoff, discharge, or termination of employment, the insurance coverage granted under the collective bargaining agreement and pursuant to its terms, shall begin or be reinstated upon notification to the employer.

- X. Subject to approval of the carrier, regular, full time Adult Education teachers may purchase the same vision insurance available to K-12 teachers, subject to applicable restrictions of the carrier, if any.

ARTICLE XXIII

Retirement

- A. Teachers who reach the age of 55 are eligible to retire under the Michigan Retirement Law and will submit to the Board a written notice of intention to retire at least sixty (60) calendar days prior to the date of retirement.
- B. The mandatory retirement age shall be that which is mandated under applicable federal and/or state law provided if no retirement age is mandated by law, or if applicable law permits an earlier mandatory retirement age than age 70, which is the present mandatory retirement age in Saginaw, mandatory retirement shall again be reduced to age 65 or such other age as is permissible (not to fall below age 65), provided, however, that a teacher reaching the mandatory retirement age during the school year shall be allowed to complete the school year.

K-12 TEACHERS ONLY (C)

- C. 1. If a K-12 teacher has completed ten (10) or more years of service in the Saginaw School System, he/she will be paid for one-half (1/2) of all accumulated unused sick days up to a maximum of ninety (90)

days at the rate of thirty-five dollars per day if he/she terminates his/her employment under either of the following circumstances:

- (a) Voluntary retirement under the provisions of the State Retirement Act.
 - (b) Forced retirement, prior to regular retirement age, for health reasons.
 - (c) Death while in the employ of the Board.
2. If, after receiving a payment under this provision, a former employee resumes employment with the Board and again becomes eligible for payment hereunder, payments previously made will be deducted from any subsequent payments to which he/she is entitled.
 3. Effective the beginning of the 1989-90 school year, the \$40.00 per day amount shall be increased to \$50.00 per day.

ADULT EDUCATION TEACHERS ONLY (D)

- D. 1. If an Adult Education teacher has completed ten (10) or more years of service in the Saginaw School System, he/she will be paid for one-half (1/2) of all accumulated compensable leave time hours up to a maximum of 540 hours at a rate of \$7.50 per leave time hour if he/she terminates his/her employment under one of the following circumstances:
 - (a) Voluntary retirement under the provisions of the State Retirement Act.
 - (b) Forced retirement, prior to regular retirement age, for health reasons.
 - (c) Death while in the employ of the Board.
2. If, after receiving a payment under this provision, a former employee resumes employment with the Board and again becomes eligible for payment hereunder, payments previously made will be deducted from any subsequent payments to which he/she is entitled.

ARTICLE XXIV

Professional Development and Educational Improvement

THIS ARTICLE DOES NOT APPLY TO ADULT EDUCATION TEACHERS

The parties recognize that in our rapidly changing society teachers must constantly review curriculum content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for achieving the optimum in teacher performance and attitudes. Therefore, they agree as follows:

- A. The Board shall pay the costs of tuition and fees for inservice courses or courses at accredited colleges, universities or professional training schools which are taken with the advance written approval of the Superintendent of Schools, but will generally not include courses taken as part of a requirement for a higher degree.
- B. The Board shall pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent.
- C. 1. Teacher supervision of student teachers shall be strictly voluntary. At the same time, teachers recognize that active and willing participation in the training and development of qualified new teachers is a basic professional responsibility.

2. Supervising teachers shall receive an honorarium of \$25.00 for each student supervised. Teachers, with the exception of teachers of the deaf, will not have more than two (2) student teachers per year. Supervising teachers shall be tenure teachers.
- D. A committee consisting of one representative from the Administration and one representative from the Association will be formed to meet with program coordinators to review, develop and improve opportunities for student teachers.

ARTICLE XXV

Professional Study Committees

The Board of Education and the Saginaw Education Association agree that there are many parts of the educational program which require study and improvement. Therefore, the Board and the Association agree to organize the following study committees which will meet regularly, when the need arises, and will submit progress reports to the Professional Study Committee. Such meetings will take place during the school day, unless otherwise mutually agreed. The Professional Study Committee will give every consideration to the recommendations of these committees with the intent of improving the educational program as rapidly and as judiciously as possible.

- A. A Professional Study Committee consisting of not more than five (5) members selected by the Board and not more than five (5) members selected by the Association shall be established. This shall be a continuing committee which shall meet on a regular basis to consider problems of mutual concern and to recommend methods of improving the Saginaw educational program. Among other things, the committee shall consider all grants to be requested by the Board.

It is understood that the Adult Education program is subject to the Professional Study Committee only to the extent covered by the joint committees listed in paragraph B below.

- B. Joint committees consisting of three (3) representatives of the Administration and three (3) representatives chosen by the Association shall be established. Function and powers of each committee shall be specified.
1. Inservice Education. This committee shall develop or review education programs and recommend the implementation thereof.
 2. Critical Issues Committee. This committee shall establish guidelines and make recommendations for the teaching of such issues as race, religion, politics, sex or any newly initiated programs within the schools that become an issue. Moreover, all teaching tools questioned on racial, religious, political, ethnic or moral grounds shall be reviewed by this committee. The committee shall make recommendations on the continuance or discontinuance of use of said materials.
 3. Curriculum. This committee shall study and make recommendations concerning curriculum development and improvement. It shall serve as a clearing house for on-going projects which have significance throughout the district. It shall assist the Superintendent and/or his agents in district-wide curriculum planning. Sub-committees may be appointed by this committee as needed. This committee shall consist of eight (8) members from the Administration and eight (8) members from the Association.
 4. Job Description and Non-Teaching Duties. This committee will study the prerequisites, duties, possible functions, and responsibilities of all professional and paraprofessional positions within the system. This committee will make recommendations concerning job descriptions. Further, this on-going committee shall be empowered to recommend for immediate implementation actions which will reduce non-teaching functions required of teachers.
 5. Teacher Evaluation. This committee shall study the procedure and forms of teacher evaluation as presently in use here and in other

districts, as well as other professional improvement procedures, and make recommendations for a program.

6. Recognition Committee. This committee shall explore means, such as those used in other systems, to reward outstanding service. It shall also review co-curricular activities and recommend means of recognizing their value to the district on an equitable basis.
 7. Student Control and Discipline. This committee shall prepare proposals for district-wide guidelines in student control and discipline.
 8. Minority Problems Committee. The minority problems committee will concentrate its efforts but not be limited to the elimination of institutional racism from curricular materials, recommending minority courses of study providing for a review and possible revision of the current testing program, developing techniques to be utilized for building positive self-concepts throughout grades K-12, and recommending means to assist teachers in establishing greater sensitivity to minority students' needs and aspirations.
- C. While job descriptions are not a part of this agreement, the parties nevertheless recognize the desirability of teacher input in preparing new job descriptions. Accordingly, it is agreed that before the Board takes action to adopt a new job description, said job description will be reviewed in the Professional Study Committee. If there is a substantial change in a job description, the teacher shall have the right to use the involuntary transfer procedure under Article IX.

ARTICLE XXVI

Strikes and Sanctions

- A. During the term of this Agreement neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e. the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment) for any purpose whatsoever.
- B. 1. The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his/her contractual duties, or who refuses to participate in any of the activities prohibited by this Article.
2. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or executive officials because of any decisions, actions or statements made either personally or in the course of their official duty relative to collective bargaining, the administration of this Agreement or the educational policies of the Board. The Association further agrees that it will neither take nor threaten to take reprisals against the Board, or any member thereof, by reason of any decisions, actions or statements made by them either personally or in the course of their official duty relative to collective bargaining, in the administration of this Agreement or the educational policies of the Board.
3. It is expressly understood that this Section B. will not be construed as in any way restricting the right of the Association to take any lawful action or exert any lawful pressure in connection with negotiations for future professional negotiation agreements.
- C. 1. Violation of this Article by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties.
2. The Board of Education, in the event of violation of this Article, will have the right, in addition to the foregoing and any other

remedies available at law, to seek injunctive relief and damages against the Association, provided, however, that if the Association promptly disclaims, in writing to the Board and publicly, responsibility for any claims, for any activity prohibited hereby, it will not be liable in any way therefor.

- D. Nothing contained in this Article will be construed as a waiver of any rights the Association or its members may have under Act 379 of the Michigan Public Acts of 1965 or which are otherwise provided by law.

ARTICLE XXVII

General

- A. Subject to the provisions of Article XXVI of this Agreement (Strikes and Sanctions), there will be no reprisals of any kind taken against any teacher by reason of his/her membership or non-membership in the Association or participation or non-participation in its activities.
- B. 1. When, in the judgement of the administrative officials authorized to make such decisions, hazardous weather conditions prevent the opening of school, teachers will not be required to report to work at that school. When a school is temporarily closed, K-12 teachers not called for reassignment to another school prior to fifteen minutes before their normal starting time, shall promptly report to the administration building for assignment, while Adult Education teachers are to report to the office of the Adult Basic Education Supervisor or the Adult High School Supervisor. Such teachers will be paid their regular salaries. Notice of closing will be given through local radio stations at the earliest possible time. On such days teachers are requested to tune in to local stations.
2. In the event it is necessary to make up days of student instruction to comply with applicable law (due to school closings as a result of hazardous weather, fires, epidemics, health or other conditions) said days shall be made up without additional pay to teachers. Said days will be rescheduled as follows for the 1989-90 school year:
- a) The scheduled record day at the end of the school year shall be moved back by up to two additional school days and said days will be used as pupil instruction.
 - b) Should any additional days be required, the parties agree to meet as soon as practicable to mutually establish the additional days needed.
- C. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- D. The Association will be notified and will have the opportunity to consult with the Board with respect to contemplated millage increases prior to public announcement.
- E. The Board will, upon request, provide the Association with any public documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with any other available information which may be necessary for the Association to process grievances under this Agreement. This information shall be provided within a reasonable time.
- F. The Association will be provided with copies of minutes of official Board meetings and all other printed materials that are distributed to Board members at official meetings as soon as possible after such meetings. A copy of the official agenda of the meeting will be available to the Association at the Superintendent's office prior to said meeting.
- G. It will be the general practice of all parties in interest to process grievances during times which do not interfere with assigned duties; provided, however, in the event it is mutually agreed by the aggrieved person, the Association and the Board to hold proceedings during

regular working hours, a teacher participating in any level of the grievance procedure, including arbitration, on his/her own behalf or on behalf of the Association, with any representative of the Board, will be released from assigned duties without loss of salary.

- H. Copies of the Agreement will be printed at Board expense. The Board will give a copy of said Agreement to each teacher no later than thirty (30) days after ratification of the Master Agreement.
- I. 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 will continue in full force and effect.
- J. The parties will initial a seniority list prior to ratification. Thereafter, prior to October 15 of each school year, an updated list will be given to the Association. The initialed seniority list shall be final and binding and the Board will not be required to pay back wages or to make any retroactive changes in assignments or other working conditions because of any change in the list.
- K. A directory of the Saginaw Public School System will be given to each teacher as early in the school year as possible and under normal circumstances prior to December 15 of each year.
- L. The Board agrees to continue its present payroll deduction practices, as permitted by computer facilities.
- M. In the course of handling official Association business, representatives of the Association will report to the principal of the building being visited, or his/her designated representative, and state the purpose of the visit.
- N. The Board will continue to actively seek and hire minority group educators. To this end, the Board will implement the following procedures:
 - 1. The Board shall inform state college teacher placement officers that it is interested in receiving applications from ethnic minorities.
 - 2. The Board will contact colleges relative to interviewing and actively recruiting minority educators.
 - 3. The Board shall draw upon the resources of the community relative to recruiting.
 - 4. Among the resources used for recruiting shall be:
 - a. Association of Chicano College Admissions
 - b. Minority student organizations at the various colleges and universities
 - c. Commission on Indian Affairs (Lansing)
 - d. NAACP
 - e. Urban League
- O. Teachers whose employment changes directly from one unit to another (i.e., K-12 to Adult Education or vice-versa) and are subsequently laid off, may, at the time of layoff, apply the seniority they would have achieved had they remained continuously employed in the original unit and bump back into their original unit subject to applicable contract provisions and certification and qualifications.

K-12 TEACHERS ONLY (P through R)

- P.
 - 1. Teachers will be informed of the telephone numbers they may call to report unavailability for work. Such call is to be made at least one hour before the teacher is scheduled to report for work. Once a teacher has reported unavailability, it will be the responsibility of the Administration to arrange for a substitute teacher.
 - 2. Teachers returning from leave shall call before the end of the normal teaching day for release of the substitute. Each teacher is to have on

file a current telephone number and address at the school office and at the Board of Education Building. Unlisted numbers will be kept confidential.

- Q. In the event teachers are laid off from employment by the District, then the teachers with the most service with the District who are fully qualified to staff the positions kept active shall be retained, if practicable, provided, however,
1. No probationary teacher will be retained and a tenure teacher's service discontinued if such tenure teacher is legally certified and qualified to fill the position held by the probationary teacher.
 2. Laid-off teachers shall be recalled in order of their length of service in the District, the ones having the most service being recalled first, provided they are fully qualified and certified to fill the vacant position. Notification of recall shall be in writing by certified mail to the teacher's last known address. If a teacher fails to accept an offer of re-employment within fifteen (15) days from date of receipt of notification, the teacher shall have no further rights of reinstatement.
 3. Whenever possible, notice of discontinuance of service shall be given to both probationary and tenure teachers at least sixty (60) days before the end of the school year preceding the year in which discontinuance of service shall become effective. It is recognized, however, that in instances of lack of funds, or as otherwise provided under law, circumstances may not always allow such notice in which case the Board will give at least two weeks notice before discontinuance of service. In the event the Board fails to give the sixty (60) day notice as provided above and the notice is given after July 1, the Board will continue to pay the health insurance premiums for the laid-off teacher for a period of three months following the date the notice of layoff is given.
 4. In determining length of service for laid-off teachers, the time spent on layoff shall be excluded provided, however, if a probationary teacher is laid off for more than the length of service he/she had at the time of lay-off, his/her length of service shall be broken and he/she shall have no further recall rights.
 5. For the purpose of the collective bargaining agreement, length of service with the District shall continue to be defined as the time from the most recent date of hire under contract in the District, i.e., the date of hire being the date the teacher first signed a contract with the District, the most recent taking into account any subsequent break in service due to retirement, termination, resignation or layoff, in the case of a probationary teacher whose service is broken under paragraph 4 above.
- R. It is understood that the Board shall have the right to issue one (1) semester contracts to first year probationary teachers, said contracts being automatically renewable for an additional semester unless twenty (20) school days written notice of intent not to renew said contract is given the teacher prior to the end of the semester.

ARTICLE XXVIII

Dues Deduction

- A. The Board agrees to deduct from teachers' salaries the dues of the Saginaw Education Association and its affiliates if any. This money will then be transmitted promptly to the Association with a list of the payees. Teacher authorizations shall be in writing, a copy of which shall be provided to the Board. Such authorizations shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of any year.
- B. The Saginaw Education Association shall certify to the Board in writing the current rate of membership dues the association named in Section A above and its affiliates. If the Association and/or its affiliates shall change the rate of its membership dues, the Saginaw Education

Association shall give the Board thirty (30) days written notice prior to the effective date of such change.

- C. 1. Deductions referred to in Section A above will be made in ten (10) equal installments as follows: on both the first and second pay days in October and on the first pay day of each month from November through June. The Board will not be required to honor for any deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.
2. In the event there are unit members who begin work under contract at a point in time in the school year which renders it impossible to make the payroll deductions, as noted in C.(1) above, and/or whose payroll deduction authorizations are submitted after payroll records are normally established in the fall of the year, the Board shall deduct dues from the involved teachers in the following manner:
 - (a) Upon receipt of the dues deduct amounts from the Association, the total remaining amount will be divided by the total number of pays remaining in the school year, i.e., the number of pays remaining while school is in session, and the amount so calculated will then be deducted from each and every pay for the remainder of the school year.
 - (b) The necessary authorization form(s) and deduction amounts are to be submitted to payroll no later than seven (7) calendar days prior to the pay date on which the first deduction is to take place.
- D. 1. No later than September 30 of each year the Board shall provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for any of the associations named in Section A above. The Board will notify the Association monthly of any changes in said list. Any teacher desiring to have the Board discontinue deductions he/she has previously authorized must notify the Board and the Association concerned in writing by September 1 of each year for that school year's dues.
2. No later than September 30 of each year the Board shall provide the Association with a list of all members in the bargaining unit. The Board, on the first of each month, will provide a list of all members leaving or entering the school system during the previous month.
- E. **FINANCIAL RESPONSIBILITY:** It is recognized that because of religious convictions or otherwise, some teachers may object to joining any organization engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense to the Association. To this end, in the event a teacher shall not join the Saginaw Education Association and its affiliates, if any, and execute an authorization for dues deduction in accordance with this article, such teacher shall, as a condition of continued employment by the Board, cause to be paid to the Association a sum equivalent to the dues of the Saginaw Education Association and its affiliates, subject to applicable law. In the event that such service fee shall remain unpaid for a period of sixty days following the date the same is due and after sixty days written notice thereof has been given to the bargaining unit member by the Association, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this agreement, and upon written notification by the Association, the teacher hereby authorizes and the Board shall, subject to applicable law, deduct the service fee from the bargaining unit member's wages and remit those amounts to the Association. Should such involuntary payroll deduction become legally disallowed, the Board shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this article is just cause for discharge from employment.
- F. This article shall be subject to the provisions of the Tenure Act. In the event that this Article should be challenged through the Tenure

Commission, the Michigan Labor Mediation Board, or the Courts, the Association will pay the reasonable expenses of such proceedings, including the fees of legal counsel retained by the Board. If this Article shall be found to violate law, the Association shall be responsible for any loss or damage, including back pay, awarded by the Courts.

- G. In addition to dues and representation service fees, the Board shall deduct from the salary of any teacher contributions for Political Action Committees of the Association and its affiliates, upon appropriate written authorization from the teacher. The Board shall transmit this money promptly to the Association with a list of the payees.

ARTICLE XXIX

Leaves of Absence - Adult Education

THIS ARTICLE DOES NOT APPLY TO K-12 TEACHERS

- A. After one complete year of service (Adult Basic Education) or two complete terms of Service (Adult High School), employees are eligible to apply for a leave of absence according to the provisions of this Article. Said one year requirement will apply to all leaves except those of Section C. and D. and K.
- B. A leave of absence for up to one (1) year may, upon the approval of the Board, be granted for study related to the teacher's licensed field, study to meet eligibility requirements for a license other than that held by the teacher, and study, research or special teaching assignment involving probable advantage to the School System, as determined by the Board.
- C. Military leave will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of two (2) years. The provisions of this Section are conditioned upon the receipt of an honorable discharge.
- D. An employee who is unable or who is judged unable to perform his/her assigned duties because of personal illness or disability may, at the written recommendation of a physician, be granted a health leave of absence for the duration of said illness or disability, up to a period of two (2) years, including any extensions, or the length of his/her seniority, whichever is less. If the Board requires, at its discretion, that the employee undergo a physical examination by a physician designated by the Board, the Board shall bear all expense thereof. A written request for such leave must be submitted to the Personnel Department prior to the start of the leave.

Within thirty (30) days prior to the expiration of the leave, the employee must notify the District, in writing, of his/her intent to return to work. Said notification must be accompanied by a written statement by a physician certifying that he/she is physically sound and able to perform all duties of his/her position. The Board may choose at its option and expense to have the teacher examined by a Board-appointed physician prior to the teacher's return to work.

- E. A leave of absence without pay or increment of up to one (1) year may, upon the approval of the Board, be granted for the purpose of caring for a sick member of the teacher's immediate family, i.e. spouse, parents, children, grandparents, brothers, sister, father-in-law, mother-in-law.
- F. No benefits of any kind, i.e. pay and fringe benefits, will accrue to any employee during a leave of absence nor shall they accumulate any length of service credit, i.e. seniority, while on any leave of absence, except as might otherwise be stated herein, it being understood that an employee's seniority status is retained while said employee is on an approved leave of absence. Upon return from a leave of absence, an employee's accumulated unused sick leave benefit accumulated at the time the leave commenced will be restored to them, and they will be placed on

the same position of the current salary schedule that was held at the start of the leave. Any leave granted under this Article will be with the understanding that it is a leave of absence from the Adult High School program or the Adult Basic Education program and not from a particular position. Upon return from leave, reasonable effort will be made to assign the teacher to the same or comparable position, if available, i.e. vacant; however, employees are not guaranteed their former assignment, but will be placed in a position for which they are qualified and certified. If there are no such positions available, i.e. no vacant positions for which the employee is qualified and certified, then the Board will attempt to place said employee in a position for which he/she is qualified and certified as early as is feasible. Said requirements of placing an employee returning from a leave of absence shall remain in force for a period of time equal to the length of the employee's seniority at the time the leave commenced.

- G. All leaves of absence must be applied for in writing and on the appropriate form as provided by the Personnel Department. The request shall state the reason the leave of absence is being requested and the length of time off which the employee desires. All leave requests must be submitted at least sixty (60) days prior to commencement, except in cases of emergency.
- H. A teacher desiring to return from a leave of absence must notify the Personnel Office no later than thirty (30) days of the expiration date of the leave. Failure to act in accordance with the above shall be considered as a voluntary quit unless mutually agreed otherwise by the Association and the Board.
- I. Any employee who obtains any employment while on any leave of absence shall be automatically terminated by the Board effective the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose and unless said employment has been agreed to by the Board.
- J. Other leaves of absence without pay or benefits may be granted by the Board. It is understood that any and all leaves granted under this Section shall be at the absolute discretion of the Board.
- K. Leaves granted shall not interfere with the efficient operation of the school district.

LEAVE TIME

- L. Teachers shall be credited with compensable leave time according to their regularly assigned weekly duty schedule. Said schedule is to be calculated based on a teacher's regularly assigned duty time as of October 15 only and again as of February 15 only of each respective term/semester, provided that if a teacher, at his/her own volition, elects to be assigned a reduced schedule different from that of October 15 and/or February 15, leave time shall be credited per the new assignment.
 - 1. Effective on January 22, 1987, and for the duration of this Agreement, regularly employed teachers shall be entitled to compensable leave time in accordance with the provisions outlined below:

| <u>Teaching Blocs Per Week</u> | <u>Leave Time Per Semester/Term</u> |
|--------------------------------|-------------------------------------|
| (3..... 3 hr. tchg. blocs) | 9 hours |
| (4..... 3 hr. tchg. blocs) | 12 hours |
| (5..... 3 hr. tchg. blocs) | 15 hours |
| (6..... 3 hr. tchg. blocs) | 18 hours |
| (7..... 3 hr. tchg. blocs) | 21 hours |
| (8..... 3 hr. tchg. blocs) | 24 hours |
| (9..... 3 hr. tchg. blocs) | 27 hours |
| (10 or more 3 hr. tchg. blocs) | 30 hours |

- 2. Unit members shall receive, one (1) week prior to or one (1) week following the mid-point of each term, barring unforeseen

circumstances, an update as to the status of individual compensable leave.

3. Compensable leave may be accumulated and carried over from year-to-year, (Adult Basic Education) or term to term, (Adult High School) with no maximum limit, provided that if a teacher's seniority status is lost, for any reason, per the language of Article XXX., then said teacher shall forfeit all accumulated compensable leave.
 4. Compensable leave may be accumulated by all new employee(s) effective with the beginning of employment, but none may be used, for any purpose, by said new employee(s) before he/she has completed four (4) weeks of the assigned work.
 5. Teachers shall, at the time of reporting their absence, state the reason for absence, where they may be reached, and the anticipated length of absence. Failure to do so or failure to report absences in accordance with the provisions of Article V., Section W., "Teaching Hours and Duties," will default any pay under the provisions of this Article.
 6. Teachers may be asked, at the discretion of the Board, to present a signed statement indicating the reason for all absences, including those which are eligible for compensation under the provisions of this Article, such statement to be filed with the immediate supervisor provided that the provisions of the section shall not be applied in an arbitrary or capricious manner.
- M. Compensable hourly leave may be utilized in the event of personal sickness or injury according to the following provisions.
1. Said leave shall not be taken by an employee at his/her discretion, but shall be allowed only in the event of personal illness or physical incapacity.
 2. Teachers may be requested to provide a physician's statement, at their own expense, providing specific and detailed medical data, for an absence due to an illness or injury of three (3) or more teaching days' duration, and/or a personal affidavit stating the cause of the absence.
 3. Employees who have accumulated compensable leave due to previous service, but who are unable to begin a new academic year because of personal injury or personal illness only, may be allowed to draw upon such compensable leave.
 4. The Board may, at its discretion, require that employees submit to medical tests, either physical or mental in nature, by a Board-appointed doctor whenever compensable leave is taken pursuant to this Article, provided however, that the Board will pay the costs of such tests and examinations.
- N. In addition to personal illness or injury, compensable leave may be utilized for the following purposes, assuming a sufficient number of compensable leave hours have been accumulated by the teacher, and that the request is submitted on the proper leave form:
1. One (1) day when emergency illness or injury in the family requires a teacher to make arrangements for necessary medical and nursing care.
 2. A maximum of five (5) days per school year for a critical illness in the immediate family. This is absence necessitated because of the need of the personal attendance of the teacher. (Immediate family shall include the teacher's spouse, children, parents, parents-in-law, brothers and sisters.
 3. A maximum of five (5) days per school year for a death in the immediate family or household. Utilization of such leave shall be for the purpose of attending the funeral or making funeral arrangements in the case of the death of a teacher's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister,

grandparents, or grandchildren. The Superintendent may extend this definition upon application for such extension in unusual cases. This leave shall be for a maximum of five (5) days.

4. A maximum of three (3) days per school year may be used for emergency or catastrophe. Permission for such leave must be obtained from the Personnel Office through the supervisor involved.
 - a.) Emergencies, catastrophe, fire, accident, pallbearer.
 - b.) Marriage or graduation of a member of the immediate family and the employee himself.
 - c.) Required court appearance involving no moral turpitude on the part of the employee and unconnected with the teacher's employment.
 - d.) Immediate member of family leaving for service. Immediate family shall include the teacher's spouse, children, parents, parents-in-law, brothers and sisters.
5. Any other reason approved in advance by the Personnel Office.
6. Unit members shall have accumulated compensable leave time utilized so as to receive pay for lost "planning, preparation, and conference time" (Article V., Section V.) on days of absence taken under the provisions of Article XXIX., Section M. 1., and N.
7. a.) Unit members shall be allowed to utilize one (1) day of accumulated compensable leave time per semester for purposes of paid business leave for urgent, necessary, legal, business, household or family matters which require absence during work hours. Application for personal business leave will be made at least two (2) work days before taking such leave (except in the case of emergencies) and the applicant of such leave will be required to state in specific terms the reasons for taking such leave. This provision for personal business leave days is not to be used for hunting, fishing, recreation, vacationing, hobbies, shopping and social matters.
 - b.) No leave may be taken pursuant to this Article unless the business cannot be transacted at a time other than during normal work hours.
 - c.) Personal business days will be granted only if such granting does not interfere with the efficient operation of the School District. It is understood that a business day leave may be denied before and/or after a school holiday or vacation period.

O. Special Leaves

1. Jury Duty

Teachers who receive jury duty interview and appearance notice must notify the Board as soon as such notice is received. A special leave shall be granted to an employee for jury duty purposes, according to the following provisions:

- a.) An employee who is summoned and reports for jury duty, as prescribed by applicable law for each day on which he/she performs jury duty and on which he/she otherwise would have been scheduled to work for the Board, shall be paid the difference between what they receive from the Court as daily jury duty fees and what they would have earned from employment with the Board on that day on the basis of the number of hours the employee was scheduled to work at their regular rate of pay.
- b.) The employee must present to the appropriate administrator a written proper notice of said jury duty involvement as far in advance as possible.

- c.) It is understood and agreed that employees shall be required to report for work on any and all days and at all hours when they are not sitting as a juror.
- d.) To be eligible for jury duty pay differential, employees must furnish the Board with a written statement from the appropriate public official listing the amount and the dates on which they received pay for jury duty.
- e.) Should the employer so request, it is agreed that employees will cooperate in seeking to be excused from jury duty.
- f.) The Board's obligation to pay an employee for jury duty as provided here is limited to a maximum of thirty (30) days in any calendar year.

2. Workers' Disability

In the event a regular employee is injured on the job and the injury is compensable under Workers' Disability, such employee shall be ineligible to draw full compensable leave pay upon the initiation of workers' disability payments. Such employee may at that time, if he/she chooses, be paid the difference between his/her normal compensable leave pay and the amount received as workers' disability. If the employee chooses to be paid this difference, it shall be accounted for by a deduction from the employee's accumulated compensable leave at a rate of pay proportionate to the dollar amount contributed in salary by the Board, such benefit to continue only until the employees accumulated compensable leave is exhausted. It is understood here that the employee shall in no case ever receive more in total compensation per day than the equivalent of his/her normal daily rate of pay.

P. Miscellaneous

- 1. Any employee who willfully violates or misuses any provision of the leave time policy or who misrepresents any statement or condition under said policy shall be subject to disciplinary action up to and including dismissal.
- 2. No compensation shall be received by an employee while on compensable leave time and/or any other type of leave if the employee engages in any type of outside activity which results in compensation to the employee unless Board permission for engaging in said activity which results in compensation shall have been received in advance, in writing. It is understood that, depending on the circumstances involved, said employee may also be subject to additional disciplinary action if he/she engages in any gainful activity while on paid sick leave or any other type of leave without express written Board permission.
- 3. Under no circumstances shall compensable leave benefits be made available:
 - a.) For days of absence other than regular work days.
 - b.) During layoff periods or during a leave of absence.
 - c.) During periods when schools are shut down due to strikes, Acts of God, or any other unforeseen circumstances, unless otherwise stated herein.

- Q. In cases where inadequate performance in the classroom is believed to be the result of physical or mental duress, the Board may request teachers to obtain a physical, clinical psychologist or psychiatric examination from a physician appointed by the Board. Expenses for any such examination shall be paid in full by the Board. Failure to acknowledge and fulfill such request may result in termination of employment. Notice of a written request for any such examination shall be delivered in person by the appropriate administrator or by registered mail.

ARTICLE XXX

Adult Education Seniority and Layoff

THIS ARTICLE DOES NOT APPLY TO K-12 TEACHERS

- A. For the purpose of this Agreement, seniority shall be defined as the time from the most recent date of hire in a position within the respective bargaining unit employee group as a certificated employee, i.e. the date of hire being the date of the teacher's first working day, with the most recent date of hire taking into account any subsequent break in service due to retirement, termination, resignation, and layoff.
- B. There shall be a length of service list for each of the respective employee groups within the bargaining unit which establishes the effective date of the employee's most recent date of hire. Said employee groups as referenced herein are as follows:
1. Adult Basic Education
 2. Adult High School - Day
 3. Adult High School - Night
 4. Project Super
- C. It is understood that employees within the groups listed above shall be treated as distinct and separate employee groups for purposes of length of service credit listing, class assignment, layoff, recall, transfer, etc., except as otherwise stated herein, provided however, it is understood that an employee may concurrently earn length of service credit within one or more of the three listed employee groups.
- D. Breaks in service due to retirement, termination, resignation, and layoff, (per the provisions of Section E. 4. below), are to be considered as a total and complete severance of employment with the District and in the event of the employee's return to employment, his/her status is to be that of a new employee.
- E. An employee shall be terminated and lose his/her seniority rights, if:
1. The employee quits, retires, or is discharged.
 2. The employee is absent without a reasonable excuse for five (5) consecutive calendar days and without notice to the Board of such excuse within the five (5) days, excluding holidays and vacation breaks.
 3. The employee fails to report for work within five (5) consecutive calendar days following notification of recall from layoff, excluding holidays and vacation breaks.
 4. The employee is laid off for a period of two (2) years or the length of his/her seniority, whichever is less.
 5. The employee fails to return from a leave of absence at the designated time, without reasonable excuse acceptable to the Board.
- F. The Board will prepare and the parties will initial a length of service list prior to ratification. The initialed list shall be final and binding and the Board will not be required to pay back wages, to make any other retroactive or future financial adjustments, or to make any retroactive or future changes in assignments or other working conditions because of any change in the list.
- G. On or about October 15 of each year, and under normal circumstances, the Association will be provided with an updated length of service list.
- H. Length of service credit will not accrue during any leave of absence.
- I. Time spent on layoff shall be excluded in any compilation of length of service status.

J. Layoff

1. In the event that it becomes necessary for financial or for any other administrative reason to reduce the number of teachers in a given program(s) or employee group(s), within the bargaining unit, through layoff from employment by the District, then the teachers with the greatest length of service within the group(s) who are most fully qualified to staff the positions kept active shall be retained, if practicable, provided there are remaining certified and qualified teachers to replace and perform the assigned duties of such laid-off teachers.
 - a.) Probationary teachers shall be laid off first. In proper cases of necessary special qualifications, exceptions may be made..
 - b.) Seniority employees shall be laid off according to seniority and qualifications.
 - c.) For purposes of this Article and elsewhere in this master Agreement, the following factors shall be utilized in the application of the words "qualified" or "qualifications."
 - 1.) Extent of academic preparation, i.e. major, minor, or specialized training.
 - 2.) Certification
 - 3.) Previous successful teaching experience in unit positions
 - 4.) Employee evaluations
 - 5.) Employee attendance records
 - 6.) In-service training, if applicable
 - 7.) Vocational experience
- K. It is understood that the procedures outlined in Sections J. above and L. below need not be followed where adherence to the provisions would result in violations of the Board's staff racial balance obligations.
- L. Recall
 - 1.) Laid-off teachers shall be recalled in the order of their length of service in the respective employee group, the ones having the most length of service being recalled first, provided they are fully qualified and certified to fill the vacant position.
 - 2.) Notification of recall shall be in writing by certified mail to the teacher's last known address. If a teacher fails to respond within five (5) days after receipt of the above notice of recall, the teacher will be deemed to have refused the position offered, and he/she shall be deemed a voluntary quit.
- M. It shall be the responsibility of each teacher to notify the Board of his/her address and of subsequent change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or any other notice to the teacher.
- N. Length of service credit shall not accumulate during any period of layoff, but such employees, in the event of a recall, shall be credited with accumulated length of service credit held, if any, prior to layoff.
- O. Employees laid off in one employee group shall not displace employees in other bargaining unit employee group(s), but shall be given first consideration, if practicable, in the other bargaining unit employee group(s) in positions which are available and vacant and in keeping with the provisions of the Teaching Assignment, Vacancies and Transfers Article, provided that said teachers are certified and qualified for the vacant and available position.
- P. No application of the procedures outlined in this Article shall in any manner compel the Board to retain or recall any person in any teaching position in which he/she cannot perform all the duties and meet all the requirements of the position.

- Q. In the event an employee on layoff status is offered employment in a position for which he/she is certified and qualified, in the judgment of the Board, and said position is refused, the Board has no further obligation to offer employment and said employee shall be considered to be a voluntary quit.
- R. Teachers in the adult education program, together with new hires, will upon application, be given consideration for K-12 teaching vacancies. Adult education teachers may request, and upon request, will be granted an interview to the extent that to do so does not interfere with the operational requirements of the K-12 program. The interviewing procedure contained herein will be without effect fifteen (15) working days prior to the beginning of classes in the K-12 program. An interview, once provided to an adult education teacher, will fulfill the terms of this provision. The Board's decision with regard to which applicant shall fill a K-12 teaching vacancy shall be final, provided the decision shall not be arbitrary or capricious.

ARTICLE XXXI

Duration

This agreement shall remain in effect from August 1, 1989, through July 31, 1990.

SAGINAW BOARD OF EDUCATION SAGINAW EDUCATION ASSOCIATION

By: J. W. Wolkoff

By: Brent Parson

APPENDIX A

APPENDIX A, PARAGRAPHS 1-7 K-12 TEACHERS ONLY

A. 1. SAGINAW PUBLIC SCHOOLS - 1989-90 TEACHERS' SALARY SCHEDULE

| STEP | NON-DEGREE | BACHELOR | MASTER | MASTER+30 | Ph.D./Ed.D.* |
|------|------------|----------|--------|-----------|--------------|
| 1 | 19,881 | 22,155 | 23,434 | 24,532 | 25,677 |
| 2 | 20,793 | 22,598 | 24,497 | 25,749 | 27,005 |
| 3 | 21,758 | 23,179 | 25,613 | 27,025 | 28,393 |
| 4 | 22,773 | 24,293 | 26,928 | 28,501 | 29,978 |
| 5 | 23,838 | 25,461 | 28,349 | 30,079 | 31,662 |
| 6 | 24,952 | 26,727 | 29,870 | 31,754 | 33,450 |
| 7 | 26,120 | 28,097 | 31,495 | 33,538 | 35,340 |
| 8 | 27,334 | 29,568 | 33,219 | 35,420 | 37,333 |
| 9 | 28,754 | 31,143 | 35,044 | 37,398 | 39,423 |
| 10 | 30,430 | 32,814 | 36,972 | 39,483 | 41,617 |
| 11 | | 34,589 | 39,000 | 41,673 | 43,916 |
| 12 | | 36,514 | 41,183 | 44,011 | 46,368 |

* As of September 1, 1977, the schedule headed "MA+60" shall be replaced by one headed Ed.D. or Ph.D. In order for a teacher to become eligible for this schedule as of September 1, 1977, the teacher must have an earned Ph.D. or Ed.D. degree from an accredited college or university. All teachers who were paid under this schedule prior to September 1, 1977, when it was referred to as the "MA+60," shall continue to be paid on the schedule now designated as Ph.D./Ed.D.

2. The 1989-90 MA+30 and Ed.D./Ph.D. schedules shall be based on an existing dollar differential between the MA schedule and the MA+30 and Ed.D./Ph.D. schedule.

3. FORMULA

Since the parties are not in agreement on how to update the formula and since both the union's version of the formula and the Board's version result in a 5.5% salary schedule increase, the salary schedule increase for the 1989-90 school year shall be a 5.5% increase over the 1988-89 salary schedule as shown in Appendix A/A.1. above and neither formula will be shown in this contract.

PROFESSIONAL GROWTH STEP - K-12 TEACHERS ONLY

4. a. Teachers may earn professional growth steps based on their length of service in the District as shown on the official length of service list (see Appendix S) as provided herein. There shall be two professional growth steps for teachers with a Bachelor's Degree, Master's Degree, Master + 30 or Ph.D./Ed.D., one after 16 years of service and a second after 21 years of service. Years of service shall be measured on June 30 of the prior school year. The professional growth steps shall be \$400 after 16 years and an additional \$400 after 21 years.
- b. In order to initially qualify for the first professional growth step, a teacher must earn thirty (30) hours of approved credit through the District's Instructional and Staff Development Center within the previous five (5) years.
- c. Having once qualified for a professional growth step, in order to retain this step each school year thereafter, a teacher must continue to earn six (6) hours of such approved credit each school year in which payment is to be made.
- d. In order to qualify for the second professional growth step, a teacher must earn an additional thirty (30) hours of approved credit between the 16th and 21st years. No more than half of the hours earned to retain the first professional growth step may be credited toward the thirty additional hours. However, in the event a teacher has earned more than the 30 hours needed under Paragraph b above, when he/she qualifies for the first professional growth step, any hours in excess of the 30 shall be applied toward the additional hours required under this Paragraph d.
- e. Once a teacher attains the second professional growth step, the teacher shall only be obligated to earn six (6) hours of approved credit each school year thereafter to retain both Steps.
- f. In the event a teacher fails to obtain the six hours of credit in any school year needed to retain the professional growth step(s) there shall be no payment for that school year. If a teacher fails to earn the six hours, the teacher can have the step(s) reinstated in a subsequent school year by earning the requisite six hours in such year.
- g. Documentation of earned credit must be submitted by the teacher to the personnel office on the OFFICIAL forms provided by the Staff Development Center by June 1 of each school year in order to qualify for a professional growth step that year.
- h. Hours used for teacher certification, continuing certification or for credit on the teachers salary schedule(s) shall not be included or counted in determining hours of credit for professional growth step(s).
- i. All credit hours must be taken outside the normal required teacher work day.
- j. Teachers who have terminated their employment prior to the last month of the school year shall not be entitled to a professional growth step for that school year. Teachers who earn the required hours but go on an unpaid leave will have their stipend prorated.

- k. The District shall provide without cost (i.e., tuition or fees) to teachers at least nine (9) hours of new professional development credit training each year. Such training will be planned in cooperation with the Joint Contractual Inservice Committee provided the final determination of hours eligible for professional development credit will remain with the Superintendent or his/her designee. It is understood that an hour of credit is a clock hour. A monthly schedule of approved credit hour course offerings will be posted. In the event the District fails to offer at least nine (9) hours in any school year, teachers will be credited with any shortfall. (e.g., If only four (4) hours are offered, all teachers will receive credit for an additional two (2) hours and teachers between their 16th and 21st years of service will be credited with an additional three (3) hours for a total of five (5) hours.
- l. Courses approved for credit will be offered in blocks of at least one (1) hour. At least six credit hours will be offered on teacher duty days between the hours of 3:30 p.m. and 10:00 p.m. Where appropriate, each course will be offered at least three different occasions. This shall not preclude offering credit hours at other times including selected Saturdays.
- m. Payment of the Professional Growth Step will be made prior to June 30th of each year.
- n. Any failure to adhere to acceptable standards of professional behavior during a course will be referred to the Professional Study Committee for appropriate action.
- o. In implementing this Professional Growth Step, the thirty (30) hours requirement will be waived for all teachers with 16 or more years of service as of June 30, 1987, provided such teachers meet the six (6) hour credit in the 1987-88 school year (or the next school year in which they return to active duty in case of those teachers on leave of absence during the 1987-88 school year).

For those teachers as of June 30, 1987, who have more than 11 years of service, but less than 16, the 30-hour limit will be waived, provided such teachers meet a minimum six (6) hour credit requirement in each school year until they reach the 16-year step.

For those teachers as of June 30, 1987, who have more than 16 years of service, but less than 21, the additional 30-hour credit for Step 21 will be waived, provided such teachers obtain a minimum nine (9) hours of credit each school year until they reach Step 21.

For those teachers as of June 30, 1987, who have 21 or more years of service, the 30-hour requirement will be waived providing said teachers earn nine (9) hours credit in the 1987-88 school year (or the next school year in which they return to active duty in the case of those teachers on leave of absence during the 1987-88 school year).

- 5. Salary Adjustments. Salaries of all certificated employees shall be in accordance with the salary schedule adopted annually by the Board and Association. Any change in salary shall be noted on new salary contracts at the time of the change. Salaries shall be determined in accordance with a salary schedule based on training and experience. If a salary schedule adjustment is made during a school year, any teacher who is unable to complete that school year will receive an adjustment in proportion to that part of the school year that the teacher has taught.

When a teacher earns a degree or earns sufficient semester hours to move from one salary schedule to another, adjustments on the salary schedule shall take place at the beginning of the ensuing semester. Full credit for teaching experience shall be given when adjustments are made. An official application for adjustment and a transcript of

college credit must be filed with the Board prior to the semester for which the adjustment is desired.

The following shall be counted toward said adjustment:

- (a) Credits beyond the masters degree must carry a grade of B or better.
 - (b) Credits earned prior to the completion of the masters degree cannot be applied to the MA+30 semester hours or the MA+60. Hours beyond the masters degree must be concentrated in the educational field.
 - (c) College credits for educational tours shall not exceed six (6) semester hours per unit of 30 semester hours.
 - (d) Credits earned at foreign universities will be accepted when course requirements are equal to U.S. standards.
6. Teachers who were in the school system during the 1966-67 school year may continue receiving their pay on a 20- or 26-pay period basis. All new teachers entering the system beginning with the 1967-68 school year will receive their salaries on a 26-pay period basis.
7. It shall continue to be the policy of the Board to grant a full year's credit on the salary schedule for those teachers who are hired after the start of the school year but teach a full semester or more. Those teachers who begin teaching after the start of the second semester shall receive no credit on the salary schedule for that year. Teachers who teach one half-time will receive one year of credit on the salary schedule for each two full years of half-time teaching.

ADULT EDUCATION TEACHERS ONLY (8 through 14)

8. Adult Education Teachers' Salaries

| <u>1988-89</u> (5%) | | <u>Level I</u> | <u>Level II (MA)</u> |
|------------------------|---|----------------|----------------------|
| Step | 1 | \$14.91 | \$15.23 |
| | 2 | \$15.38 | \$15.70 |
| | 3 | \$16.17 | \$16.49 |
| | 4 | \$17.06 | \$17.38 |
| | 5 | \$17.96 | \$18.27 |
| | 6 | \$18.53 | \$18.85 |
| | 7 | \$19.11 | \$19.43 |

| <u>1989-90</u> (5.5%) | | <u>Level I</u> | <u>Level II (MA)</u> |
|--------------------------|---|----------------|----------------------|
| Step | 1 | \$15.73 | \$16.07 |
| | 2 | \$16.23 | \$16.56 |
| | 3 | \$17.06 | \$17.40 |
| | 4 | \$18.00 | \$18.34 |
| | 5 | \$18.95 | \$19.27 |
| | 6 | \$19.55 | \$19.89 |
| | 7 | \$20.16 | \$20.50 |

9. Wage Adjustments

- a. Wages of all certificated employees shall be in accordance with the hourly wage schedule adopted by the Board and the Association. Wages shall be determined in accordance with a wage schedule based on training and experience. Wage adjustments shall be based upon appropriate evidence presented as per sub-section b. 4) below.
- b. When a teacher earns a degree warranting a move from one wage schedule to another, adjustments on the wage schedule shall take place at the beginning of the ensuing term in which the teacher is employed. An official application for adjustment and a

transcript of college credit showing the degree granted must be filed with the Personnel Office prior to the term for which the adjustment is desired.

The following shall be counted toward said adjustment:

- 1.) Only earned Master's Degrees attained at an appropriately accredited college or university will be honored. Accreditation shall be determined by evidence of approval by the National Council of Accreditation for Teacher Education (NCATE).
 - 2.) The earned Master's Degree shall be concentrated in the educational field and/or directly related to the teacher's subject matter taught.
 - 3.) Determination of acceptability of Master Degree programs for purposes of wage adjustment shall reside with the Board through the Personnel Office. It shall be the responsibility of the teacher to consult with the Personnel Office to determine if a particular Master's Program will be acceptable for purposes of wage adjustment.
 - 4.) No wage adjustment will be made until an official transcript reflecting issuance of an earned Master's Degree as per the provisions above has been received by the Personnel Office.
 - 5.) Credits earned or degrees earned at foreign universities will be accepted only when course requirements are equal to or exceed United States standards as determined by independent review of an accredited United States institution. The responsibility for such review and evidence of acceptability shall be that of the teacher.
10. Effective beginning the 1989-90 school year Adult Education teachers will receive holiday pay for up to five (5) days per year. Three days holiday pay shall be paid on the last pay date prior to Christmas and two days holiday pay shall be paid on the pay date closest to Easter. Said holiday pay shall be calculated based on the teacher's bi-weekly pay for normally scheduled hours in the immediately preceding pay period. This number shall be divided by ten (10) times the number of holidays. Employees on a leave of absence, excluding compensable leaves, on a layoff status, on the date the holiday pay is paid shall not be eligible for said holiday pay.
11. Credit for previous teaching experience, in any capacity, may be given at the discretion of the Board, upon initial employment, within the terms of this Agreement. The Board's decision in this regard shall be final, it being understood that once a teacher accepts employment with the District, said teacher waives any claim for additional credit for prior teaching experience not granted at the time of employment.
12. Hourly wage schedules listed in Appendix A for a given school year shall extend from August 1 through July 31, of each particular year.
13. Salary Step Movement

Unit members shall be eligible for placement on an appropriate salary step within each respective Level based upon the regulations contained herein.

a.) Tabulation of Teaching Time

Unit members shall have their teaching credit time per semester tabulated as follows:

- 1.) Teaching credit time shall be tabulated as of the end of each respective semester.
- 2.) A teacher, in order to be given credit for any respective bloc of teaching time, must have taught that bloc of time for a period in excess of one-half of the scheduled teaching days during a given semester.

- 3.) Teaching time for purposes of all salary step movement calculations shall not include planning, preparation, and conference time, i.e. time compensated per Article V., Section V.
- 4.) Teaching time shall be credited at the conclusion of each respective semester and shall be cumulative from semester to semester and year to year, provided that a unit member's tabulation of accumulated teaching time for purposes of salary step movement shall not have been interrupted and discontinued due to breaks in service per the provisions of Article XXX., Sections D. and E.

b. Salary Step Movement

Adult Education teachers must have acquired a total of sixty (60) units of teaching time in order to be eligible for a salary step movement on the respective Salary Schedules. For example a single teaching bloc of three (3) hours per week for one semester shall be calculated and tabulated as three (3) teaching units for purposes of salary step movement. Larger amounts of teaching time shall be calculated accordingly.

c. Salary Step Placement, 1986-87 and 1987-88

- 1.) For purposes of placement on the appropriate salary step during the 1986-87 and 1987-88 school years only, the procedures noted herein shall apply.
 - 2.) Those unit members actively employed in the Adult Education unit during the 1985-86 school year, and who continued on active employment during the fall 1986-87 semester, in the Adult Education unit, shall have their teaching time accumulation, for purposes of placement on the 1986-87 salary schedule, credited with accumulated teaching time acquired during the 1985-86 school year.
 - 3.) The provisions noted above in sub-section c.2. for the 1986-87 school year, shall also apply to the 1987-88 school year. That is, salary step placement for 1987-88 shall be based on unit teaching time acquired during both 1985-86 and 1986-87, provided unit members are otherwise eligible
14. Salaries for Adult Education teachers shall be retroactive to the start of school in September, 1988. All other provisions for Adult Education teachers shall become effective upon ratification.

B. COMPENSATIONS FOR SPECIAL ASSIGNMENT AND EXTRA DUTIES BEYOND BASIC SALARY SCHEDULE (PRORATED FOR PART-TIME SERVICE).

K-12 TEACHERS ONLY, EXCEPT PARAGRAPH 1 and 2

1. Travel Costs - All teaching staff whose duties have been determined to require the use of their personal cars shall be reimbursed at the applicable IRS rate per mile for all authorized travel provided no mileage checks (reimbursement) will be issued for authorized travel which totals less than a \$5.00 yearly reimbursement figure, provided in the case of Adult Education teachers, mileage does not apply to any travel between work sites when the time between the ending of one session and the start of the next is greater than one hour.
 - a) Supervisors will establish schedules for traveling staff and using the mileage chart developed by the Board established the schedule of each staff members.
 - b) Travel outside the scheduled program must:
 - (1) be approved in advance by the Supervisor,
 - (2) be reported on the regular mileage form.

- c) Traveling staff whose schedule varies will report mileage on the form provided.
 - (d) Mileage reports must be turned in on a monthly basis by the 5th of each month for the previous month or no reimbursement will be made for that month.
 - (e) Mileage will be paid semi-annually.
2. Summer school teachers as provided in Article XI. will receive per class hour for the summer session an hourly rate of \$15.77 for the 1989-90 school year.
 3. Driver training teachers in the classroom shall receive the summer school rate except those driver training teachers teaching behind-the-wheel driving shall receive \$1.00 less per hour.
 4. Teachers performing non-professional service, such as, but not limited to, ticket-taking and selling, shall receive \$8.76 per hour for such services for the 1989-90 school year.
 5. Teachers who, upon request, voluntarily serve as temporary substitutes, or who perform professional duties such as, but not limited to, cafeteria duty and hall supervision during times when they would not normally have a regular assignment, shall receive \$15.77 per hour for such time during the 1989-90 school year.
 6. Each secondary teacher who, upon request, volunteers to teach a sixth class on a regularly assigned basis which cannot be covered normally, shall be compensated for such time at the rate of \$15.77 per hour during the 1989-90 school year.
 7. Teachers who are assigned to the extended schedule as provided in Article V.A.5., shall receive an additional \$456.00 for the 1989-90 school year.
 8. All extra understandings, including those in Sections 5, 6, and 7 herein, covering services to be performed for more than a two week period must be in writing and must be signed by the teacher involved and the Personnel Department, see forms attached as Appendices D & E. This must be done prior to the commencement of the extra pay duties in order for said teacher to receive compensation. Extra pay understandings covering services of two weeks or less shall be paid on a bi-weekly payroll basis.
- C. When a new position is placed in existence in the bargaining unit which cannot be properly placed in the existing salary schedule, or when an existing position is changed or combined with another position, to the extent that materially different skills and responsibilities are required, the Association will be notified in writing. The Board will, after said written notice to the Association, establish a rate for said position which shall be considered temporary for a period of thirty (30) calendar days following the date of notification to the Association. During this period, the Association may make a written request for a meeting between representatives of the Board and representatives of the Association to negotiate a rate for the position. When a new rate is agreed upon it shall be applied retroactive to the first day the employee began working on the job unless otherwise agreed to. If no written request is filed within the thirty (30) day period, the rate will become permanent at the end of such period.

D. COMPENSATION FOR CO-CURRICULAR ACTIVITIES (Pro-rated for part-time services)

All amounts given will be flat dollar amounts. All positions are to be approved by the Superintendent or his/her designee at the recommendation of the building principal.

| <u>Senior High School</u> | <u>1988-89</u> |
|-----------------------------|----------------|
| Band - Marching and Concert | \$1890.00 |
| Band - Concert only | \$1274.00 |
| Vocal Music | \$1256.00 |
| Debate | \$ 899.00 |
| Drama (3 Act) | \$ 635.00 |
| Drama (1 Act) | \$ 350.00 |
| Yearbook | \$ 757.00 |
| Newspaper | \$ 757.00 |
| Stage Crew | \$ 387.00 |
| Cheerleader | \$1262.00 |
| Pompon Advisor | \$ 757.00 |

| <u>Junior High School</u> | |
|----------------------------------|-----------|
| Band | \$ 948.00 |
| Vocal Music | \$ 694.00 |
| Drama (per play or variety show) | \$ 320.00 |
| Yearbook | \$ 387.00 |
| Stage Crew | \$ 320.00 |
| Cheerleaders | \$ 757.00 |
| Pompon | \$ 641.00 |
| Newspaper | \$ 320.00 |

| <u>Elementary School</u> | |
|--------------------------|-----------|
| Service Squad | \$ 320.00 |
| Safety Patrol | \$ 320.00 |
| Choir | \$ 320.00 |

E. Athletic Coaches (Senior High)

| | |
|-----------------------------|-----------|
| Baseball, Head Coach | \$2172.00 |
| Baseball, Assistant Coach | \$1250.00 |
| Basketball, Head Coach | \$3417.00 |
| Basketball, Assistant Coach | \$1712.00 |
| Cross Country | \$1250.00 |
| Faculty Manager | \$4174.00 |
| Football, Head Coach | \$3417.00 |
| Football, Assistant Coach | \$1712.00 |
| Golf | \$1250.00 |
| Hockey | \$2172.00 |
| Soccer | \$2172.00 |
| Softball, Head Coach | \$2172.00 |
| Swimming, Head Coach | \$2172.00 |
| Tennis | \$1250.00 |
| Track, Head Coach | \$2172.00 |
| Track, Assistant Coach | \$1250.00 |
| Volleyball | \$2172.00 |
| Wrestling | \$2172.00 |
| Assistant Faculty Manager | \$1551.00 |

| <u>Junior High School</u> | |
|-----------------------------|-----------|
| Baseball, Head Coach | \$1250.00 |
| Basketball, Head Coach | \$1391.00 |
| Basketball, Assistant Coach | \$1250.00 |
| Football, Head Coach | \$1712.00 |
| Football, Assistant Coach | \$1250.00 |
| Swimming, Head Coach | \$1250.00 |
| Track, Head Coach | \$1250.00 |
| Volleyball, Head Coach | \$1250.00 |

If, in consultation with the building principal, the district-wide athletic director determines that student participation warrants it, he/she may add the following positions:

| <u>Other Senior High</u> | <u>1988-89</u> |
|--------------------------------|----------------|
| Assistant Golf | \$ 958.00 |
| Assistant, Softball | \$1250.00 |
| Assistant, Swimming | \$1250.00 |
| Assistant, Volleyball | \$1088.00 |
| Assistant, Wrestling | \$1250.00 |
| Trainer/Manager-for all sports | \$3428.00 |

Other Junior High

| | |
|------------------|-----------|
| Assistant, Track | \$ 936.00 |
|------------------|-----------|

Center for Arts

| | |
|-----------|-----------|
| Band | \$1274.00 |
| Orchestra | \$1274.00 |
| Drama | \$1274.00 |
| Vocal | \$1274.00 |
| Dance | \$1274.00 |
| Stage | \$ 456.00 |

Coaching and Co-Curricular Renewal Clause:

It is understood that assignment to a co-curricular or athletic coaching activity is on a yearly basis and the Board has the right to decline to renew any such assignment at its discretion and such action shall not be subject to the grievance procedure.

 Starting with the 1984-85 year, schedules are based on the minimum standards in effect for each position.

For the 1988-89 school year, increase dollar amounts by the same percentage increase that is applied to the salary schedule.

- F.
1. Teachers who are hired at the Career Opportunities Center with less than a Bachelors Degree will be required to earn six semester hours of college credit per year before they can move from one step on the non-degree schedule to the next.
 2. Teachers employed at the Career Opportunities Center will, upon initial employment, be granted one year of experience on the salary schedule for each two years of related work experience determined by the Administration, not to exceed a total of seven (7) years. Teachers transferred to the Career Opportunities Center will have this paragraph apply from the date of transfer.
 3. In the event the Board is unable to fill a position at the Career Opportunities Center due to the salary level, the matter will be considered under the provisions of Appendix A. Section C.
 4. In the event a COC teacher teaches a third, two and one-half hour block, he/she will be paid \$60.00 per day for said extra period during the 1989-90 school year.
 5. Afternoon-Evening Schedule
 - (a) The normal required teacher's work day at the COC shall not exceed a continuous period of seven (7) hours and thirty (30) minutes, said work to be between the hours of 6:45 a.m. and 10:00 p.m., providing for the life of this agreement, the parties will continue the memo of agreement concerning the length of the work day for the 3rd and 4th sessions and continue the understanding on the COC preparation period.
 - (b) All full-time teachers at the COC will have a duty free lunch period, said lunch period to be scheduled within the confines of the teacher's scheduled work day.

- (c) Prior to the formal establishment of the afternoon-evening schedule at the COC, the parties shall mutually consider the scheduling of the afternoon-evening lunch hour, consistent with the applicable sections of Article V.

APPENDIX B

K-12 PROBATIONARY TEACHER - CONTRACT OF EMPLOYMENT

This Contract of Employment entered into this _____ day of _____ 19____ by and between the Board of Education of the School District of the City of Saginaw, County of Saginaw, State of Michigan (hereinafter termed the District), and _____, (hereinafter termed the Teacher).

WITNESSETH:

1. This individual contract is made pursuant to and subject to the terms and conditions of a master contract between the District and the Saginaw Education Association in effect during the term of this individual contract.
2. The District agrees to hire the Teacher for the school year _____, said school year to be as outlined in the master agreement; provided, however, that if there is no master agreement, it shall be the school year adopted by the Board. The Teacher hereby accepts employment with the School District and agrees to perform faithfully all his/her duties and to obey and fulfill the rules and regulations as established between the School District and to carry out the educational programs and policies of the School District during the term of this Agreement. The Teacher is subject to assignment and transfer as the School District shall prescribe through its Superintendent of Schools subject to the provisions of the collective bargaining agreement in effect at the time.
3. The District agrees to pay the Teacher the base salary listed below in the master agreement and if there is no master agreement, it shall be the salary adopted by the Board of Education along with such other compensation that may be listed for other duties. The compensation listed below shall not be changed except as may be required by the terms of said master contract.

Base Annual Salary \$ _____

4. It is understood by both parties that any agreement for compensation for extra duties has a non-tenure status and may be terminated without regard to the provisions of this Agreement. Payments for extra duties shall be at completion of the specific assignment.
5. The Teacher represents that he/she holds all certificates and other qualifications required by law and in the event the teacher's certificate expires, is suspended or revoked, or in the event the teacher is terminated, this contract may be terminated by the District without liability hereunder.
6. The Teacher agrees that this is a contract for personal professional services which may not be assigned or transferred by the Teacher.
7. This agreement may be terminated by the School District without liability hereunder for salary, fringe benefits, except as otherwise provided in the master agreement, or the like in the event the Teacher is laid off due to a reduction in personnel.
8. The Teacher is herewith retained on a probationary basis as defined in the Tenure Act (Act 4, Public Acts of 1937, extra session as amended). A continuing tenure is not herein afforded to the Teacher, but is specifically withheld pending satisfactory performance during the probationary period.
9. Any provision of this agreement prohibited by the laws of the United States or the State of Michigan shall be ineffective to the extent of such provision only without invalidating the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seal this ____ day of _____, 19 ____.

Board of Education of the School District of the City of Saginaw, County of Saginaw, State of Michigan

Superintendent: _____

Teacher: _____

APPENDIX B

K-12 TENURE TEACHER - CONTRACT OF EMPLOYMENT

This Contract of Employment entered into this ____ day of _____, 19 ____, by and between the Board of Education of the School District of the City of Saginaw, County of Saginaw, State of Michigan (hereinafter termed the District), and _____, (hereinafter termed the Teacher).

WITNESSETH:

1. This individual contract is made pursuant to and subject to the terms and conditions of a master contract between the District and the Saginaw Education Association in effect during the term of this individual contract.
2. The District agrees to hire the Teacher for the School year _____, said school year to be as outlined in the master agreement; provided, however, that if there is no master agreement, it shall be the school year adopted by the Board. The Teacher hereby accepts employment with the School District and agrees to perform faithfully all his/her duties and to obey and fulfill the rules and regulations as established between the School District and to carry out the educational programs and policies of the School District during the term of this Agreement. The Teacher is subject to assignment and transfer as the School District shall prescribe through its Superintendent of Schools subject to the provisions of the collective bargaining agreement in effect at the time.
3. The District agrees to pay the Teacher the Base salary listed below in the master agreement and if there is no master agreement, it shall be the salary adopted by the Board of Education, along with such other compensation that may be listed for other duties. The compensation listed below shall not be changed except as may be required by the terms of said master contract.

Base Annual Salary \$ _____
4. It is understood by both parties that any agreement for compensation for extra duties has a non-tenure status and may be terminated without regard to the provisions of this agreement. Payments for extra duties shall be at completion of the specific assignment.
5. The Teacher represents that he/she holds all certificates and other qualifications required by law and in the event the teacher's certificate expires, is suspended or revoked, or in the event the teacher is terminated, this contract may be terminated by the District without liability hereunder.
6. The Teacher agrees that this is a contract for personal professional services which may not be assigned or transferred by the Teacher.
7. This agreement may be terminated by the School District without liability hereunder for salary, fringe benefits, except as otherwise provided in the master agreement, or the like in the event the Teacher is laid off due to a reduction in personnel.
8. Any provision of this Agreement prohibited by the laws of the United States or the State of Michigan shall be ineffective to the extent of such provision only without invalidating the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seal this ___ day of _____, 19__.

Board of Education of the School District of the City of Saginaw, County of Saginaw, State of Michigan.

Superintendent: _____

Teacher: _____

APPENDIX B

ADULT EDUCATION PROBATIONARY TEACHER CONTRACT OF EMPLOYMENT

This Contract of Employment entered into this ___ day of _____ 19__ by and between the Board of Education of the School District of the City of Saginaw, County of Saginaw, State of Michigan (hereinafter termed the District), and _____, (hereinafter termed the Teacher).

WITNESSETH:

1. This individual contract is made pursuant to and subject to the terms and conditions of a master contract between the District and the Saginaw Education Association in effect during the term of this individual contract.
2. The District agrees to hire the Teacher for the school year _____, said school year to be as outlined in the master agreement; provided, however, that if there is no master agreement, it shall be the school year adopted by the Board. The Teacher hereby accepts employment with the School District and agrees to perform faithfully all his/her duties and to obey and fulfill the rules and regulations as established between the School District and to carry out the educational programs and policies of the School District during the term of this Agreement. The Teacher is subject to assignment and transfer as the School District shall prescribe through its Superintendent of Schools subject to the provisions of the collective bargaining agreement in effect at the time.
3. The District agrees to pay the Teacher the applicable hourly rate as set forth in the master agreement and if there is no master agreement, it shall be the hourly rate adopted by the Board of Education along with such other compensation that may be listed for other duties. The compensation listed below shall not be changed except as may be required by the terms of said master contract.
4. It is understood by both parties that any agreement for compensation for extra duties has a non-tenure status and may be terminated without regard to the provisions of this Agreement. Payments for extra duties shall be at completion of the specific assignment.
5. The Teacher represents that he/she holds all certificates and other qualifications required by law and in the event the teacher's certificate expires, is suspended or revoked, or in the event the teacher is terminated, this contract may be terminated by the District without liability hereunder.
6. The Teacher agrees that this is a contract for personal professional services which may not be assigned or transferred by the Teacher.
7. This agreement may be terminated by the School District without liability hereunder for salary, fringe benefits, except as otherwise provided in the master agreement, or the like in the event the Teacher is laid off due to a reduction in personnel.
8. The Teacher is herewith retained on a probationary basis as defined in the Tenure Act (Act 4, Public Acts of 1937, extra session as amended). A continuing tenure is not herein afforded to the Teacher, but is specifically withheld pending satisfactory performance during the probationary period.

9. Any provision of this agreement prohibited by the laws of the United States or the State of Michigan shall be ineffective to the extent of such provision only without invalidating the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seal this ___ day of _____, 19 ___.

Board of Education of the School District of the City of Saginaw, County of Saginaw, State of Michigan

Superintendent: _____

Teacher: _____

APPENDIX B

ADULT EDUCATION TENURE TEACHER
CONTRACT OF EMPLOYMENT

This Contract of Employment entered into this ___ day of _____, 19 ___, by and between the Board of Education of the School District of the City of Saginaw, County of Saginaw, State of Michigan (hereinafter termed the District), and _____, (hereinafter termed the Teacher).

WITNESSETH:

1. This individual contract is made pursuant to and subject to the terms and conditions of a master contract between the District and the Saginaw Education Association in effect during the term of this individual contract.
2. The District agrees to hire the Teacher for the school year _____, said school year to be as outlined in the master agreement; provided, however, that if there is no master agreement, it shall be the school year adopted by the Board. The Teacher hereby accepts employment with the School District and agrees to perform faithfully all his/her duties and to obey and fulfill the rules and regulations as established between the School District and to carry out the educational programs and policies of the School District during the term of this Agreement. The Teacher is subject to assignment and transfer as the School District shall prescribe through its Superintendent of Schools subject to the provisions of the collective bargaining agreement in effect at the time.
3. The District agrees to pay the Teacher the applicable hourly rate as set forth in the master agreement and if there is no master agreement, it shall be the hourly rate adopted by the Board of Education, along with such other compensation that may be listed for other duties. The compensation listed below shall not be changed except as may be required by the terms of said master contract.
4. It is understood by both parties that any agreement for compensation for extra duties has a non-tenure status and may be terminated without regard to the provisions of this agreement. Payments for extra duties shall be at completion of the specific assignment.
5. The Teacher represents that he/she holds all certificates and other qualifications required by law and in the event the teacher's certificate expires, is suspended or revoked, or in the event the teacher is terminated, this contract may be terminated by the District without liability hereunder.
6. The Teacher agrees that this is a contract for personal professional services which may not be assigned or transferred by the Teacher.
7. This agreement may be terminated by the School District without liability hereunder for salary, fringe benefits, except as otherwise provided in the master agreement, or the like in the event the Teacher is laid off due to a reduction in personnel.

8. Any provision of this Agreement prohibited by the laws of the United States or the State of Michigan shall be ineffective to the extent of such provision only without invalidating the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seal this ___ day of _____, 19__.

Board of Education of the School District of the City of Saginaw, County of Saginaw, State of Michigan.

Superintendent: _____

Teacher: _____

1989-90
OFFICIAL CALENDAR
SAGINAW PUBLIC SCHOOLS
SAGINAW, MICHIGAN

| Wks | S | M | T | W | T | F | S | Wks | S | M | T | W | T | F | S |
|-----|------------------|-----------|-----------|-----------|----|-----------|------|-----|-----------------|-----------|----------|----|-----------|----|-----|
| | AUGUST | | | | | | | | | | | | | | |
| 1 | 27 | 28 | 29 | 30 | 31 | | | 22 | 28 | 29 | 30 | 31 | | | |
| | SEPTEMBER | | | | | | | | FEBRUARY | | | | | | |
| | | | | | | | P 2 | | | | | | | 1 | P 3 |
| 2 | 3 | 4 | 5 | 6 | 7 | A | 9 | 23 | 4 | 5 | 6 | S | 8 | A | 10 |
| 3 | 10 | 11 | B | 13 | 14 | P | 16 | 24 | 11 | 12 | B | 14 | 15 | P | 17 |
| 4 | 17 | 18 | 19 | 20 | 21 | A | 23 | 25 | 18 | 19 | 20 | 21 | 22 | A | 24 |
| 5 | 24 | 25 | 26 | 27 | 28 | P | 30 | 26 | 25 | 26 | 27 | 28 | | | |
| | OCTOBER | | | | | | | | MARCH | | | | | | |
| 6 | 1 | 2 | 3 | S | 5 | A | 7 | | | | | | | 1 | P 3 |
| 7 | 8 | 9 | B | 11 | 12 | PR | 14 | 27 | 4 | 5 | 6 | S | R | A | 10 |
| 8 | 15 | 16 | 17 | 18 | 19 | A | 21 | 28 | 11 | 12 | B | 14 | 15 | P | 17 |
| 9 | 22 | 23 | 24 | 25 | 26 | P | 28 | 29 | 18 | 19 | 20 | 21 | 22 | A | 24 |
| | 29 | 30 | 31 | | | | | 30 | 25 | 26 | 27 | 28 | 29 | P | 31 |
| | NOVEMBER | | | | | | | | APRIL | | | | | | |
| 10 | | | | S | 2 | A | 4 | 31 | 1 | 2 | 3 | S | 5 | A | 7 |
| 11 | 5 | 6 | 7 | 8 | 9 | P | 11 | 32 | 8 | 9 | B | 11 | PA | 13 | 14 |
| 12 | 12 | 13 | B | 15 | 16 | A | 18 | | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 13 | 19 | 20 | 21 | P | 23 | 24 | 25 | 33 | 22 | 23 | 24 | 25 | 26 | PR | 28 |
| 14 | 26 | 27 | 28 | S | 30 | | | | 29 | 30 | | | | | |
| | DECEMBER | | | | | | | | MAY | | | | | | |
| | | | | | | | AR 2 | 34 | | 1 | 2 | 3 | A | 5 | |
| 15 | 3 | 4 | 5 | 6 | 7 | P | 9 | 35 | 6 | 7 | B | 9 | 10 | P | 12 |
| 16 | 10 | 11 | B | 13 | 14 | A | 16 | 36 | 13 | 14 | 15 | S | 17 | A | 19 |
| 17 | 17 | 18 | 19 | PA | 21 | 22 | 23 | 37 | 20 | 21 | 22 | 23 | 24 | P | 26 |
| | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 38 | 27 | 28 | 29 | 30 | 31 | | |
| | 31 | | | | | | | | | | | | | | |
| | JANUARY | | | | | | | | JUNE | | | | | | |
| 18 | 1 | 2 | S | 4 | P | 6 | | | | | | | | | A 2 |
| 19 | 7 | 8 | B | 10 | 11 | A | 13 | 39 | 3 | 4 | 5 | 6 | 7 | P | 9 |
| 20 | 14 | 15 | 16 | 17 | 18 | P | 20 | 40 | 10 | 11 | B | 13 | AR | | |
| 21 | 21 | 22 | 23 | 24 | 25 | AR | 27 | | | | | | | | |

186 - Returning Teacher Duty Days

187 - New Teacher Duty Days

180 - Student Instruction Days

August 28 - New Teachers Only

February 19 - Inservice Day

April 2 - Workshop Day/

School Improvement

(tentative only - may be changed)

Teacher Duty Days -

Students not Present

Bold Figures Indicate Student Instruction Days

P Pay Days for Staff

B Board Meetings

R End of Marking Period

S Statistical Reports

A Absent Teachers' Report

Snow Days are to be added to the end of the calendar, if necessary.

APPENDIX C

The Board agrees to consult with the SEA prior to adopting the Adult Education school calendar each school year. It is agreed that the calendar shall provide for 16 weeks of instruction each semester exclusive of legal holidays and inservice. The calendar shall include two paid inservice days, one each semester.

ADULT EDUCATION TEACHERS ONLY

ADULT EDUCATION CALENDAR

1989-90 School Year

| | |
|-----------------------|---------------------------------------------|
| August 21 | - Registration Begins |
| August 29 | - Inservice |
| August 31 | - Staff Meetings A.M. |
| August 31 | - Beginning Semester Work Day P.M. |
| September 1 | - Beginning Semester Work Day |
| September 5 | - First Semester Begins |
| September 29 | - Registration Ends |
| November 23-24 | - Thanksgiving Break |
| December 21-January 2 | - Christmas-New Year Break |
| January 3 | - Make-up Day f/Thursday, November 23, 1989 |
| January 3 | - 2nd Semester Registration Begins |
| January 4 | - Make-up Day f/Friday, November 24, 1989 |
| January 5 | - Make-up Day f/Thursday, December 21, 1989 |
| January 9 | - Make-up Day f/Friday, December 22, 1989 |
| January 10 | - End of Semester Work Day |
| January 11 | - Possible Snow Day Make-up |
| January 12 | - No School |
| January 15 | - Second Semester Begins |
| February 2 | - Registration Ends |
| April 13-20 | - Easter Break |
| May 14 | - Make-up Day f/Friday, April 13, 1990 |
| May 15 | - In-service Make-up |
| May 16 | - End of Semester Work Day |
| May 17 | - Possible Snow Day Make-up |
| May 18 | - Possible Snow Day Make-up |
| May 22 | - Adult Basic Education Day |
| May 22 | - Adult High Graduation |

APPENDIX D

Rider for Supplementary Services

It is agreed that will receive the amounts indicated below for extra services to which assigned. This rider is for work beyond the regular teaching load. Payments will be made in proportion to the term of services rendered for any particular assignment.

Payable at the completion of the individual assignment listed above, or as otherwise agreed.

It is understood by the parties that this Rider for Supplementary Services has a non-tenure status.

..... Date _____ *Arthur B. Sigler* Superintendent

APPENDIX E

SACINAW PUBLIC SCHOOLS
SACINAW, MICHIGAN

ADDED COMPENSATION REQUEST
FOR PROFESSIONAL STAFF ONLY

Submit completed form to
Assistant Superintendent for
Administration and Personnel

Article _____
(Master Agreement Article under which
request is submitted)

Date of Request _____

When properly signed, this form gives official approval for \$ _____ per hour extended payment covering more than a two-week pay period. No payment for \$ _____ per hour for additional services will be made without this form officially approved by the Assistant Superintendent for Administration and Personnel. This form is not to be used for incidental day-by-day payments.

Name of Teacher to Receive Payment _____

School _____ Hours Requested _____

Dates of Additional Services _____

Reason for Additional Services _____

Other Pertinent Information _____

Teacher's Signature _____

Signature of Principal/Supervisor _____

(To be filled out by Board of Education Office)

Amount Approved _____ Date of Denial _____

Article (Master Agreement) _____ Reason (if Denied) _____

Date of Approval _____

Approved _____ Approved _____
Name Assistant Superintendent
Administration and Personnel

Title _____ Date _____

APPROVAL IS SUBJECT TO MASTER AGREEMENT PROVISIONS

HEALTH INSURANCE

Disclaimer Form

K-12 TEACHERS ONLY

In order to continue to be eligible for the Board's Group Health Insurance Coverage, you must not be covered by another employer-paid group health insurance plan, providing substantially equivalent benefits.

If you are not covered by another employer-paid group plan with substantially equivalent benefits and you desire to be covered by the Board's health insurance plan, please sign the following form:

I certify that I am not covered under any other group health-hospital-surgical policy and desire to be covered under...."

[] MESSA Supermed II

[] BC-BS MVF II

(Please check the appropriate box)

Signature

Date

Eligibility Form

ADULT EDUCATION TEACHERS ONLY

In order to continue to be eligible for the Board's Group Health Insurance Coverage, you must not be covered by another employer-paid group health insurance plan providing generally comparable coverage.

If you are not covered by another employer-paid group plan, or any other plan, and you desire to be covered by the Board's health insurance plan, please complete and sign.

NAME _____

PROGRAM _____

HEALTH INSURANCE ELIGIBILITY FORM

I certify that I am not covered under any other group health-hospital-surgical policy and desire to be covered under...

(Please check one):

GROUP HEALTH SERVICE OF MICHIGAN
(Payroll deduction required)

BC/BS MVF-1

Signature

Date

Insurance Coverage Authorization _____

APPENDIX G

THIS APPENDIX DOES NOT APPLY TO ADULT EDUCATION TEACHERS

LETTER OF UNDERSTANDING

The Board will provide substitutes in the event of the absence of a traveling elementary art, music, or physical education teacher. It is understood that the requirement to provide substitutes during the first two days of student instruction is waived if traveling staff schedules are not completed or if those days are needed for inservice. Additionally, up to three (3) other days of absence by traveling staff may be waived from the requirement to provide substitutes if those days are needed for inservice testing or other department or program wide activities, such as the Presidential Testing Program.

APPENDIX H

THIS APPENDIX DOES NOT APPLY TO ADULT EDUCATION TEACHERS

Teacher qualifications (or the term qualified or fully qualified) as used in the master agreement between the SEA and the Board, in addition to applicable certification, and any specifically designated job description standards shall be defined as follows:

1. In order to be qualified for a 9th through 12th grade regular classroom assignment, the teacher must be certified for each subject in the entire assignment and must also meet the North Central Accreditation Association standards for teaching all of the subjects within the assignment, unless no certification or North Central Standard exists for a particular class.
2. In order to be qualified for a 7th and/or 8th grade regular classroom assignment, the teacher must either (1) have a specific endorsement on his/her certificate in the subject area which forms the majority of the teaching assignments or (2) have previously taught in the subject area in 7th or 8th grade on a regular basis (i.e. for at least one year) within the last five or (3) possess a recognized major or minor in the subject area which forms the majority of the teaching assignment. For purposes of this policy, to determine a "majority" of the assignment, each class taught is counted separately, i.e., for a person teaching five classes a majority is three out of the five classes. In the event that a teacher's assignment includes courses for which there exists no specific certification and college course work, i.e., study skills, then a teacher who possesses certification for 7th and/or 8th grade shall be deemed "qualified" for said course and said course shall be included in the calculation of a majority.
3. In order to be qualified for vocational education or bilingual education positions which provide reimbursable State aid, the teacher must possess the qualifications required by the State in order for the School District to qualify for said reimbursable aid. In order to be qualified for those areas such as psychologists and social workers where a license is required as opposed to a teaching certificate, said teacher must possess the necessary license and meet the qualifications established by the appropriate State agencies, including the Department of Education, where applicable. As long as elementary art, music and physical education are being taught as special programs, the teacher must also have a specific endorsement on his/her certificate or approval from the Michigan Department of Education in the specific area assignment.

APPENDIX I

THIS APPENDIX DOES NOT APPLY TO ADULT EDUCATION TEACHERS

Within 120 days following signing of this contract, the Board will post a list showing each teacher's majors and minors on record and a list of those subjects the teacher has previously taught for at least a full year in the 7th and 8th grade during the past five years. Teachers shall establish their majors and minors and course hours through valid, transcripts filed with the Personnel Office or other suitable documentation such as copies of actual grade reports, and letters from authorized college officials. The list, once established, shall be updated on a yearly basis.

APPENDIX J

THIS APPENDIX DOES NOT APPLY TO ADULT EDUCATION TEACHERS

In the event of a scheduled layoff, and in order to prevent the layoff of otherwise certified teachers with greater seniority standing, it is agreed that the following procedures will be utilized:

- a. In the event an otherwise fully certified teacher has a sufficient seniority standing to teach in the 7th through 12th grade but is not qualified as defined in Appendix H, the parties agree to temporarily waive the "qualification" requirement if the teacher agrees in writing to enroll in and successfully earn (i.e. achieves a letter grade of C or better) in six (6) semester hours of credit course work at an accredited college or university each year in the area of assignment, until the teacher attains the semester credit hours required. It is understood that teaching time accrued during the waiver period described herein does not qualify an individual for purposes of the "have successfully taught..." language spelled out in Paragraph 2., Section [2] of Appendix H. The one year period shall run from the date of notification of layoff and resulting new assignment.
- b. The Board agrees to pay one-half the cost of tuition for the course work required under Paragraph a. above.

APPENDIX K

In applying the provisions regarding student needs and instructional requirements, the parties agree to handle grievances arising under said provisions in the following manner:

First, Grievances regarding instructional requirements and student needs shall be filed directly at Level Two. Said Level Two meeting shall take place within ten (10) school days.

Second, If the grievance is not resolved at Level Two, it shall, within five (5) school days, be appealed to Level Three. The Level Three Hearing shall be scheduled within ten (10) school days.

Third, If the matter is not resolved at Level Three, it shall, within five (5) school days, be appealed to arbitration. For purposes of hearing grievances arising under this provision, the parties hereby appoint Arbitrator Patrick A. McDonald unless otherwise mutually agreed.

It is agreed that the parties shall make a good faith effort to conclude all hearings, appeals, and decisions (except for arbitration) within 45 school days. Arrangements will be made with the arbitrator to attempt to render a decision within 30 days following closing of the hearing.

APPENDIX L

THIS APPENDIX DOES NOT APPLY TO ADULT EDUCATION TEACHERS

JOB SHARING

The following shall constitute an understanding between the parties in regard to job sharing arrangements within the Teacher Bargaining Unit.

1. The parties acknowledge that the Board of Education may encourage, promote, or solicit participants in a job sharing program. They further acknowledge that participation in the job sharing program shall be voluntary. Refusal to participate in a job sharing program shall not be grounds for any discipline nor shall a refusal diminish any rights a teacher might have under the Collective Agreement. Job sharing shall be defined as two bargaining unit members sharing a given teaching assignment on an equal or approximately equal basis from day to day, and/or sharing on an equal or approximately equal basis the total instructional time for a given week of instruction, or for some other period of time as may be appropriate.
2. Teachers engaged in a job shared capacity shall receive no fringe benefits other than those specifically available to less than full-time staff, as outlined below:

- a.) Teachers involved in a job-sharing program shall receive pro-rated life insurance and pro-rated medical insurance, as allowed by the carrier and the Collective Bargaining Agreement.
 - b.) Participants shall not receive short-term disability coverage, long-term disability insurance coverage or dental insurance coverage.
 - c.) Participants shall not be eligible to receive a Board-paid tax-sheltered annuity should they not be eligible for normal medical coverage.
3. Participants shall be informed through the Board of Education that professional dues to the Saginaw Education Association shall not be diminished through less than full-time employment but that dues for the Michigan Education Association and National Education Association shall be pro-rated accordingly.
 4. Participants shall be credited for seniority purposes according to contract language and existing practice between the parties.
 5. Participants engaged in a less than full-time teaching capacity for a full school year shall not receive credit on the salary schedule for step increment purposes until such time as either an additional year of half-time employment has been completed or an ensuing year of full-time employment has been completed.
 6. Participants shall request a leave of absence status under Article XVIII.I. for the outstanding portion of their employment with the district and, if selected for a job sharing position, shall be granted said leave status by the Board.
 7. Participants who begin a school year as an employee less than full time may request return to full-time employment as per Article XVIII.K. of the Master Agreement, it being understood that a return to full time status shall be at the beginning of a semester only.
 8. The identification of positions available under a job sharing concept shall rest solely with the Board of Education. Half-day positions involved in a job sharing concept shall not be available for bid by other parties.
 9. The allocation of pro-rated pay amounts shall rest solely with the Board of Education provided, however, the Board's decision shall be specifically subject to the grievance procedure.

APPENDIX M

THIS APPENDIX DOES NOT APPLY TO ADULT EDUCATION TEACHERS

MEMO OF UNDERSTANDING

Insurances and LTD

The following shall serve to confirm our understanding relative to the implementation of long-term disability protection and its relationship to other provisions in the collective bargaining agreement.

1. A full-time teacher who has exhausted all his/her individual sick leave benefits and all applicable short-term disability benefits shall, prior to the expiration of both sick leave and short-term disability benefits, and per the provisions of the master agreement, make an application to be placed on an extended health leave of absence pursuant to Article XVIII., Section H., provided however, it is agreed that the Board shall continue to pay the premiums to provide health insurance and life insurance protection for said employee for a total period of up to two (2) years as outlined in number 2 below, from the date of the original disability, notwithstanding the provisions of Article XVIII., Section J. These are the only exceptions to the provision of Section J., Article XVIII. The life and health continuation is for those enrolled in and covered by said insurance at time of disability and who remain eligible under Article XXII., Section A.

2. Eligibility for the Board-paid insurances listed in #1 above shall be terminated under any one or a combination of any of the below-listed circumstances. Said listing is not all-inclusive in regard to determination of eligibility.

- a.) Ineligibility for the LTD program as determined by the LTD insurance carrier. This applies to both health and life.
- b.) Eligibility for social security medical-insurance benefits. (In this regard, eligibility for continuation of life insurance benefits shall be as mutually determined by the parties).
- c.) Eligibility for retirement under the provisions of the MI Public School Retirement Program.
- d.) Benefits are not payable with respect to any period of disability, or portion thereof, during which the teacher is not under the regular care of a legally qualified physician or surgeon.
- e.) Benefits are not payable with respect to any period of disability or portion thereof, during which the teacher is engaged in any work for compensation, wages, or profit, provided that this specific limitation shall be waived while the teacher who is otherwise eligible for the daily disability benefit under this policy participates in a program of rehabilitation, or retraining approved in writing by the insurance carrier.
- f.) An individual must remain domiciled at their normally occupied residence i.e., their normal Saginaw-based residence, during any period in which Board-paid LTD insurance(s) are in force.

Said regulation shall remain in effect unless, in the judgement of the Board, there exists properly-documented medical reasons for residency elsewhere. The Board retains the right, in this regard, to require that medical opinion(s) be obtained from Board-named physicians.

3. The parties do hereby agree that unit positions which open as a result of a teacher being placed on a Section H., Article XVIII., Leave of Absence and which are to be filled, shall be filled as follows:

- a.) Based upon available documented, written, medical evidence, positions which are expected to be open longer than one full year in duration shall be filled in accordance with the provisions of Article IX., Section D.3.
- b.) Positions which are expected to be of a duration of more than one full semester but less than one full school year shall be filled with a unit member in whatever manner the Board chooses, after consultation with the union. Said fill shall not be considered to be a permanent fill but shall be considered to have the status of a permanent substitute teacher.
- c.) Vacancies of less than one full semester in duration shall be filled in whatever manner the Board chooses.

4. It is understood that the benefits and conditions listed in this memo shall be subject to the overall terms and conditions which are specified in the Board's LTD insurance contract currently in force.

APPENDIX M/ATTACHMENT A

LONG-TERM DISABILITY

Teacher Request for Medical Insurance

NAME (print) _____ SCHOOL BASE _____

I am currently covered under the following insurance(s):

HEALTH

Spouse's Name of Spouse's Employer: _____
[] Address: _____

Other Name of Other
Employer: Employer: _____
[] Address: _____

Other Name of
Source: Source _____
[] Address: _____

OR [] I am NOT currently covered under any other
medical insurance coverage other than Board
of Education coverage.

Signature _____ Date _____

APPENDIX N

THIS APPENDIX DOES NOT APPLY TO ADULT EDUCATION TEACHERS

MEMO OF UNDERSTANDING

Lesson Plans - Averill Career Opportunities Center

The following shall constitute an understanding between the parties in regard to the implementation of Article V.G.2. as it applies to teaching staff at the Averill Career Opportunities Center.

1. All lesson plans are to comply with the Saginaw Master Agreement, Article V.G.2., with specific reference to the following:

- a.) The Form 106 Lesson Plan Book is not a mandatory format for daily and/or weekly lesson plans.
- b.) Teachers wishing to utilize a different format need simply seek review and approval of the format they are seeking to use from the administration in order that the administration might relay information about the format to potential substitute teaching personnel.
- c.) The content of the plans, in whatever form, are to comply with the Master Agreement and especially in reference to Item 2 below.

2. Lesson plan content is to reflect compliance with the Michigan Department of Education Administrative Guide for Vocational Education, under Tab 5, Section A, pages 8-11, published in October of 1978, which states:

a.) Program Standard of Quality

This Program Standard of Quality provides that a system of Competency Based Education will be utilized in each vocational-technical education program. This standard will be fully implemented by September, 1980.
(underlining added)

b.) Performance Objectives to Students

Each student shall have available a copy and explanation of program competencies.

c.) Vocational-technical education teachers will maintain records of each student's achievement of competencies that have been adopted for the vocational-technical education program.

d.) The above referenced competencies are to be outlined on the form transmitted to all staff members (Competency Profile Form).

3. Lesson plans shall reflect competencies which are being taught for the week/day. Upon review, the administration should be able to discern what competencies have been taught and what competencies are planned for at least one week in advance. Planning should include student activities, teacher activities, references and resource materials, tools and equipment, and/or media necessary for proper instruction.
4. Teachers shall not be expected or required to prepare alternative lesson plans for use by substitutes in the event of short term absence. It shall be the responsibility of the administration to direct the substitute in this regard and provide an alternative employability skills lesson plan if necessary. Teachers wishing to develop an alternative lesson plan may do so.

APPENDIX O

THIS APPENDIX DOES NOT APPLY TO ADULT EDUCATION TEACHERS

MEMO OF UNDERSTANDING

Request for Voluntary Transfer

The following shall constitute an understanding between the parties in regard to the implementation of Article IX., Section D., subsection 1.

1. A request for a transfer must be in writing, and must be signed by the teacher so requesting. It must list the following in regard to the requested transfer:
 - a.) school(s) by specific name
 - b.) grade(s) or level(s)
 - c.) subject(s), secondary
 - d.) certification
2. In order to facilitate a transfer request, the transfer request should include the following information:
 - a.) Teacher's experience
 - 1.) years in a particular subject
 - 2.) years in a particular grade
 - b.) Any other unique and/or special circumstances regarding the requested transfer.

APPENDIX P

THIS APPENDIX DOES NOT APPLY TO ADULT EDUCATION TEACHERS

MEMO OF UNDERSTANDING

Placement of Contracted Subs

In the event the Board deems it advisable, for whatever reason, to create a bargaining unit assignment category known as "permanent contracted subs," it is agreed that the following stipulations shall govern said assignment(s):

1. The placement or non-placement of individuals in such a category is entirely within the power of the Board, in keeping with attendant provisions of the master agreement.
2. Individuals so placed are considered to be on involuntary transfer status.
3. The Board will make a good faith attempt to limit the amount of "day-to-day" substitute movement (e.g. building to building), of such placements by securing, to the extent possible, long-term assignments, and/or long-term placement within a single building. However, it is understood that the assignment of said "permanent substitutes" shall be made in the overall best interests of the School District.
4. It is understood that a permanent, contracted sub may be required to accept a vacancy that arises within the bargaining unit for which he/she is certified and qualified. Such a placement shall be made on the basis of seniority, i.e.

the highest-senioried teacher on involuntary transfer status shall be assigned to a vacant and available position which the Board intends to fill. Said placement shall be made in keeping with applicable provisions of the master contract, it being understood that such a placement must be made in keeping with the provisions of the Board's staff racial balance requirements.

APPENDIX Q

THIS APPENDIX DOES NOT APPLY TO ADULT EDUCATION TEACHERS

MEMO OF AGREEMENT

The parties do hereby agree as follows:

1. Teachers assigned to 3rd. and 4th. session schedules at the C.O.C. shall have a daily schedule as spelled out herein.
2. 3rd. and 4th. session schedule

A. Monday and Thursday Schedule

| | |
|------------------------------------------------|-----------------|
| 11:00 a.m. - 12:35 p.m. (11:00 a.m. reporting) | 95 min. |
| 12:35 p.m. - 1:15 p.m. Lunch | 40 min. |
| 1:15 p.m. - 3:45 p.m. Session III | 150 min. |
| 3:45 p.m. - 3:50 p.m. | 5 min. |
| 3:50 p.m. - 6:57 p.m. Session IV | 187 min. |
| 6:57 p.m. - 7:07 p.m. (7:07 p.m. dismissal) | 10 min. |
| | <u>487 min.</u> |
| (487 min x 4 days = 1,948 min. for 4 days.) | |

B. Friday Schedule

| | |
|------------------------------------------------|----------|
| 11:00 a.m. - 12:35 p.m. (11:00 a.m. reporting) | 95 min. |
| 12:35 p.m. - 1:15 p.m. Lunch | 40 min. |
| 1:15 p.m. - 3:45 p.m. Session III | 150 min. |
| 3:45 p.m. - 4:02 p.m. (4:02 dismissal) | 17 min. |

- C. Total: 1948 (M-T-W-TH) + 302 (F) = 2,250 minutes per week.

3. The parties agree that, within the duty day as outlined above, the division of the work days, and work-week, of the 3rd. and 4th. session, teachers herein referenced shall be comparable to the work-day and work-week of the regular C.O.C. schedules. Such "division" reference refers to teaching hours, prep time, lunch time, and general duty time.

APPENDIX R

THIS APPENDIX DOES NOT APPLY TO ADULT EDUCATION TEACHERS

MEMO OF UNDERSTANDING

Seniority List

1. An official length of service list has been assembled in the following form:
 - a. Employee's social security number
 - b. Employee's payroll code
 - c. Employee's base location
 - d. Employee's last name
 - e. Employee's first name
 - f. Employee's date of birth
 - g. Employee's most recent hire date
 - h. Employee's official date of hire for length of service purposes
 - i. Employee's official length of service computed to the nearest 1/10 of a year

2. It is understood that all employees who appear on the list have had their date of hire calculated as the date the employee first began working under contract with the district. With regard to the above, the following items have been considered in said computation:
 - a. Time spent on leave of absence during which time length of service did not accrue has been deleted from total length of service.
 - b. Breaks in service by virtue of complete severance of employment have been deleted from the computation of total length of service.
 - c. A full month's credit was given for months when the employee was employed for more than half of the calendar month. (Example: Since the month of September has 30 calendar days, any employee beginning his/her employment on or before September 15 of a contract year has been given one full month's credit for the month. If the employee began on or after September 16 of a given contract year - excluding those months of September when the school year did not officially begin until on or after the 16th day of September - the employee has not been credited with that contract month. In those contract years when the official first day of school came on or after September 16, employees have been credited with the month of September). The month of June shall be computed as one month of service provided that the employee began his/her service with the District as a contracted employee on or before the final teacher duty day in the month of June as determined by Master Agreement provisions.
 - d. Employees with official hire dates reflecting their hire during the summer recess immediately preceding a school year or a hire date during the previous school year, but that being a year in which they did not actually perform services, shall reflect their hire date as per the date of their contract signing but no length of service credit is given. In no case may a teacher reflect length of service credit of more than 10 months (1.0 school years) for any single teacher contract year (although hire dates may indicate an earlier date of hire for that school year).
 - e. In the event two or more employees have identical seniority, the last four digits of each person's Social Security Number will be used, with the lowest number being considered most senior.
 - f. Within each comparable status grouping (examples: those with one year's seniority) the list is arranged with the most senior of the comparable status group being first, the second most senior, second, etc.
3. It is agreed that supervisory and/or administrative personnel, although not formally listed on the length of service list as such, will be understood to have the status on the master length of service list which they enjoy by virtue of contractual language and/or the Michigan Teacher Tenure Act, said standing to have application should said individual be notified of non-renewal of his/her administrative and/or supervisory status.
4. In no event shall the Board be required to pay any back wages by reason of the information contained in the official length of service list, nor shall the Board be required to make any retroactive change in assignment or any other working conditions by reason of the information contained in the list.
5. It is understood that said list shall be expanded or reduced as a result of the comings and goings of employees in the District. In accordance with this, the Board and the Association agree that employees added to the list by virtue of initial employment and/or return from leave of absence shall be placed on the list in accordance with the length of service computation formula referred to in item 2 above.
6. The computerized list, referred to herein, shall be known by all parties to be "the official length of service list." Both parties shall agree to individually initial each page of said computerized list consisting of 17 pages reflecting a total, as of the date of signing, of 974 names. A

copy of said computerized list shall be submitted to the Association for their records with updates of said list to be furnished the Association annually as per the terms and conditions of the Master Agreement with teacher length of service reflecting all service credit as per the terms and conditions up to and including June of the contractual school year unless otherwise mutually agreed.

7. Official hire dates for new employees shall be transmitted to the Association via the monthly personnel report provided the Association as per the Master Agreement.
8. In regard to number three (3) above, the parties agree that, except as is stated in the Master Agreement, certain aspects of administrator/supervisor seniority status upon return to the bargaining unit remain in contention between the parties.
9. A separate seniority list for Millet Center teachers hired after June 1, 1987, shall be compiled and maintained in accordance with the above provisions.

APPENDIX S

THIS APPENDIX DOES NOT APPLY TO ADULT EDUCATION TEACHERS

MEMO OF UNDERSTANDING

- I. A. "Retirement", as used in Article IX., D. 3., shall mean those eligible unit members who submit to the Board a written Intent to Retire and who receive from the Board a written acceptance by an authorized Board agent, of said Intent to Retire.

It is understood that said retirements noted in I-A above shall not be considered as final for purposes of Article IX., Section D. 3., until the conditions noted above in I-A have been fulfilled.

II. C.A.S./P.C.A.T.

- A. The Board agrees to publicize per the normal procedures outlined in Article IX., Section D., plus other procedures as the Board may so choose, position openings occurring within the limits of Article IX., Section D. 3., in the C.A.S., and P.C.A.T. Programs.
- B. The Board agrees to consider certified and qualified candidates, if any, (per Section II-C below), for any position openings noted above in II-A. Said consideration is subject to the language in Article IX., Section D.3., i.e., instructional requirements, student needs and also racial balance. Separate interviews may be held for such openings, should the Board deem it necessary.
- C. The following "Job Description Standards," in addition to the qualifications noted in Appendix H and the considerations noted above in Section II-B, are adopted and shall apply to applicants within the respective programs as noted below. Said "Job Description Standards" shall be made a part of the notification to the SEA and also a part of any position opening notices which may be disseminated.

1. C.A.S. Program

- * Minimum of a Bachelor's Degree required, Master's Degree desirable.
- * Valid Michigan Teacher Certificate with endorsement(s) appropriate to the position.
- * Minimum of three (3) successful years of teaching experience in the subject area of the assignment.
- * North Central Accreditation required for each subject in Assignment.

- * Prior experience in teaching gifted and talented students desirable.
- * Willingness to undertake advanced training related to job assignment.
- * Demonstrated strong leadership, communication, and writing skills.
- * Knowledge of and sensitivity to the needs of gifted and talented students.
- * Demonstrated evidence of creative approaches to teaching.

2. P.C.A.T. Program

- * Minimum of a Bachelor's Degree required, Master's Degree desirable.
- * Valid Michigan Teacher Certificate with an elementary endorsement.
- * Three (3) successful years of teaching experience in elementary education, in either early elementary or upper elementary.
- * Ability to work effectively in a team with multi-cultural students and adults.
- * Willingness to undertake advanced training related to job assignment.
- * Demonstrated strong leadership, communication, and writing skills.
- * Knowledge of, and sensitivity to, the needs of gifted and talented students.
- * Demonstrated evidence of creative approaches to teaching.

D. The position - filling requirements as noted herein for these two programs are considered to take effect as of the signing of this memo and do not affect the present staffing assignments in these two areas.

E. There shall be one (1) teacher representative on the interview/screening committee for these positions. This teacher shall be the President of the Saginaw Education Association or, if he/she chooses, he/she may request the supervisor of the building/program where the vacancy exists to choose a unit member of that program/building to serve as the teacher representative.

III. Subject Area Coordinators, Elementary Administrative Assistants, Instructional Theory Into Practice (I.T.I.P.)

A. Because of the unique nature of the positions referenced as "Subject-Area Coordinators" and "Elementary Administrative Assistants," and of "Instructional Theory Into Practice (I.T.I.P.) Teacher-Trainers," the parties agree to the conditions noted in this Section III.

B. The Board agrees to publicize, per normal procedures outlined in Article IX., Section D. plus other procedures as the Board may so choose, position openings occurring in the programs known as Subject-Area Coordinators, Elementary Administrative Assistants, and I.T.I.P.

C. The Board agrees to consider certified and qualified candidates, if any, (per Section III-D below) for any position openings noted

above in III-A. Said consideration is subject to the language of Article IX., Section D. 3., i.e., instructional requirements, student needs and also racial balance. Separate interviews may be held for such openings, should the Board deem it necessary.

- D. The following "Job Description Standards," in addition to the qualifications noted in Appendix H and the considerations noted above in Section III-C, are adopted and shall apply to applicants within the respective programs as noted below. Said "Job Description Standards" shall be made a part of the notification to the SEA and also a part of any position opening notices which might be disseminated.

1. Subject-Area Coordinators

- (a) A minimum of a Bachelor's Degree and a valid Michigan Secondary or Elementary Permanent or continuing Teaching Certificate with endorsement(s) in the appropriate subject area(s), where applicable. A Master's Degree in the appropriate subject area is preferred.
- (b) Evidence of knowledge of and experience regarding principles of teaching/learning.
- (c) Evidence of successful leadership roles with teaching peers, parents, students, etc.
- (d) North Central Accreditation in the subject area of the assignment where applicable.
- (e) Willingness to undertake advanced training related to job assignment.
- (f) Strong leadership, communication, and writing skills.
- (g) Minimum of five (5) years successful teaching experience in the appropriate subject area(s) preferred.

2. Elementary Administrative Assistant

(a) Certification requirements

A minimum of a Bachelor's Degree and a valid Michigan Elementary Provisional, Permanent, or Continuing Teaching Certificate. A Master's Degree in Educational Administration is preferred or coursework in Administration beyond the Bachelor's Degree.

(b) Experience

A minimum of five (5) years successful teaching experience at the elementary level is preferred.

(c) Professional Characteristics

- (1) Evidence of successful leadership roles with students, teachers, and parents.
- (2) Evidence of knowledge of and experience regarding principles of teaching, learning, and discipline.
- (3) Evidence of ability to communicate effectively both orally and in writing.
- (4) Prior practical experience in administration or quasi-administrative work (Coordinator/Facilitator) is desirable.

(d) Personal Characteristics

- (1) Demonstrated ability to work cooperatively with students, staff, and parents.
- (2) Demonstrated willingness to attend and participate in professional conferences related to task area(s).
- (3) Demonstrated ability and willingness to be open and flexible in consideration of alternative solutions/techniques in meeting a multiplicity of needs as determined by given situations/conditions.

3. I.T.I.P.

- * Minimum of a Bachelor's Degree required, Master's Degree desirable.
- * Valid Michigan Teacher Certificate with endorsement(s) appropriate to the position.
- * Five (5) successful years of teaching experience at the appropriate level desirable.
- * Evidenced ability to work effectively in a team with multi-cultural students and adults.
- * Evidenced leadership ability with teacher peers.
- * Willingness to undertake advanced training related to job assignment.
- * Demonstrated strong leadership, communication, and writing skills.
- * Thorough knowledge of teaching skills, strategies and techniques and the ability to apply said knowledge.

E. It is understood that the final determination in filling the openings as noted in the section, i.e., Subject-Area Coordinators, Elementary Administrative Assistants, and all I.T.I.P. positions, rests with the Superintendent's office, and the Superintendent's decision in this regard is not subject to the grievance procedure.

F. There shall be one (1) teacher representative on the interview/screening committee for these positions. This teacher shall be the President of the Saginaw Education Association or, if he/she chooses, he/she may request the supervisor of the building/program where the vacancy exists to choose a unit member of that program/building to serve as the teacher representative.

APPENDIX T

MEMO OF UNDERSTANDING

MONTHLY PERSONNEL REPORTS

1. As of the 15th of each month, and covering the period from the day following the submission of the previous month's report, except as noted otherwise in "1.a." below, the Board shall provide to the SEA the following personnel information:

a.) Openings -

A list of openings (vacancies) as a result of resignations, newly-created positions, deaths, voluntary transfers, involuntary transfers, leaves of absences, retirements, IX.C. transfers, and terminations. Openings (vacancies) for purposes of this memo are

those positions which the Board intends to fill which are vacant on the 15th of the month.

b.) Placements -

A list of unit members, along with their assignments, placed as a result of resignations, newly-created positions, deaths, voluntary transfers, involuntary transfers, administrative transfers, leaves of absences, terminations, recalls, and assignment(s) into a position in a program which is district-wide in nature, e.g., speech correctionists, psychologists, social workers, traveling teachers, Title I assignments involving more than one building, and ITIP assignments.

c.) Unit Members Leaving -

A list of unit members, and their former assignments, leaving because of resignations, deaths, leaves of absences, terminations, retirements, IX.C. transfers and layoffs.

d.) New Contract Hires -

A list of the names and addresses of new contract hires, and their assignments, both of a year's duration and of XXVII-R hires, along with their official hire dates.

e.) Names and Address Changes -

A list of name and address changes of the regular staff.

2. It is understood that assignment changes relating to work site and/or program nature which involve the elementary art, music, and physical education staff, and also that of the ancillary personnel positions, e.g. social workers, psychologists, and speech correctionists, will not be included in the Monthly Personnel Reports, nor will program and/or assignment changes which fall under the ambit of VIII-D assignments and/or changes. (An exception to this are those changes in assignment wherein a unit member changes from an assignment in two or more buildings into only one, i.e. from a regular classroom assignment in two buildings to a regular classroom assignment in one building.)
3. The parties agree that the obligation spelled out in Article XXVIII. Section D.2., which reads: "The Board, on the first of each month, will provide a list of all members leaving or entering the school system during the previous month," shall be waived for the life of this memo.
4. The parties agree that the entire contents of this memo, including but not limited to all definitions, descriptions, phrases and clauses shall apply only to the issue of providing personnel information to the Union, as spelled out in paragraph 1 herein, i.e., there shall be no use or intent to use any part of this memo in day-to-day contract implementation or interpretation in areas other than the Board's obligation to provide the noted information to the Union. However, it is agreed that only the non-adherence by the Board to the requirements regarding the providing of information to the Union may be grievable.

APPENDIX U

MEMO OF UNDERSTANDING

This memo of understanding constitutes the agreement(s) existing between the Board of Education and the Saginaw Education Association regarding the latest changes in MESSA medical insurance underwriters.

- (1) The parties have agreed to expand the long standing practice of offering three categories of choice for insurance offerings to include "employee with two or more children" with the understanding that the change takes effect July 1, 1985.
- (2) It is understood that, in any future Board implementation of the medical insurance choice procedures, the choices may be expanded to include a Blue Cross/Blue Shield MVF-II classification for "employee (one) with two or more children."

- (3) It is the parties understanding that this memo of understanding shall not be used as a basis to establish any claims, admission, or assertion by either party, and that the understanding is without prejudice or precedent to either party.
- (4) Association agrees to hold the Board harmless in any litigation that challenges the good faith interest of this agreement.

APPENDIX V

THIS APPENDIX DOES NOT APPLY TO ADULT EDUCATION TEACHERS

MEMORANDUM

County-Wide Program - Millet Center Mileage Reimbursement

The following shall constitute an understanding between the parties in regard to reimbursement of eligible travel costs for certain professional staff:

1. The provisions of this memo shall apply only to those eligible bargaining unit members home-based on a regular basis, at the Millet Learning Center.
2. Eligible unit members, as per the above, for purposes of this memo, shall be those who utilize their personal automobiles in the performance of their duties.
3. Said eligibility shall be determined for a particular ensuing semester on the basis of miles traveled in the performance of their duties per the following:
 - a.) Miles traveled shall be as recorded and governed by the provisions of Appendix A.B.1 of the current master agreement and by all applicable administrative memos regarding this language, and
 - b.) Those individuals whose number of miles traveled has resulted in a semester-long payout of monies which average \$2.80 per day during any given preceding semester and who are based at the Millet Center shall be determined to be eligible.
4. Eligible employees, per this memo, shall be eligible for a monthly pay-out of mileage expense, subject to all applicable language, and administrative regulations.
5. Such monthly pay-out shall be made as soon as practicable following the turn-in of the required reports, it being understood that the timing of such payout shall be as determined by the Board.
6. Strict adherence will be required in regard to the provisions of Appendix A./B.1. (d).
7. The provisions of this memo shall take effect on August 27, 1984.

APPENDIX W

THIS APPENDIX DOES NOT APPLY TO ADULT EDUCATION TEACHERS

MILLET CENTER OPERATIONS

Whereas, the present contract between the Board and the Saginaw Intermediate School District (ISD) allows the ISD the right to operate the Millet Center upon expiration of the present contract, the parties agree as follows:

1. After June 1, 1987, teachers hired for bargaining unit positions at the Millet Center will be placed on a separate seniority list. Such teachers shall have no seniority rights (including transfer, assignment and layoff) for any positions within the bargaining unit outside the Millet Center.
2. In the event the ISD takes over operation of the Millet Center after expiration of the current City-ISD contract, the Board shall, after reasonable consultation with the Association, have the right to decide

whether or not they wish to continue city student participation in the programs at the Millet Center.

3. While the Board has the right to make the decisions relative to continue participation, the Board shall negotiate any and all effects of that decision.
4. This Agreement is limited to the current programs housed at the Millet Center during the 1986-87 school year.

APPENDIX X

LETTER OF UNDERSTANDING

MISCELLANEOUS

K-12 TEACHERS ONLY

1. With respect to the evening meeting, it is understood that an elementary conference in the evening counts as a meeting and students-teachers are dismissed for that afternoon.
2. With respect to Article IX., Section A. 3., it is understood that the changing of the word "the" to "any" is intended to allow the Board to make more involuntary transfers than it has available positions.
3. With respect to Article XXVII., Section B, Snow Days, it is understood that the new provision in Article XXVII, Section B-2, regarding the so-called "Snow Day" issue is not intended and does not cover the closing of an individual school building.
4. Internal coordination of benefits for vision insurance coverage shall be discontinued on October 1, 1987.
5. For the life of this Agreement, the Professional Growth Steps will be included in Appendix A./A. as a new paragraph 4.
6. With respect to Section n. of Section A. 4. of Appendix A., no action will be taken without majority consent of the Professional Study Committee.
7. Within thirty days of ratification of this agreement, the parties agree to create a contract study committee of equal members appointed by the S.E.A. and the Administration. The purpose of the committee will be to discuss contract issues of mutual concerns to include, but not be limited to:
 - o Fringe benefit levels
 - o Fringe benefit cost containment
 - o Building level discipline/alternatives to corporal punishment
 - o Co-curricular riders
 - o Personnel matters
 - o Class size
 - o Site based management/involvement in decision-making
 - o Professional growth units
 - o Chapter I teacher reassignments
 - o Short-term assumption of teaching duties
 - o IEPC/conference time
 - o Letters in teachers' files

This committee shall meet on dates and time mutually agreed upon. This Committee shall complete its work no later than December 1, 1989. Unless otherwise mutually agreed the language in this section shall

expire on December 1, 1989. It is understood that this committee will work to recommend modifications to the Collective Bargaining Agreement. However, no modification will occur without ratification by both parties.

8. It is agreed that there will be a moratorium on holding any arbitration cases until after December 1, 1989. Further the due dates for briefs in the current Unfair Labor Practice charges will be postponed until January 1, 1990. All arbitration cases filed prior to June 6, 1989, and the pending Unfair Labor Practices will be referred to the Contract Study Committee. In the event no mutually agreed resolution is reached, said matters shall continue to be processed.

9. Memo of Understanding

In an effort to resolve Grievance #49/87-88 and #4/88-89 the parties agree as follows:

- a. The association agrees to withdraw these grievances without prejudice and/or precedent.
- b. The Board agrees that the next two full time counseling vacancies shall be filled with voluntary transfers among members in the unit, specifically excluding those returning to the unit under Article IX.,C.
- c. This shall be effective June 15, 1989, pending ratification.

10. Short-Term Disability

- a. The Board shall, for a period of time effective upon the signing of this resolution and extending through January 20, 1989, alter the method of payment of short-term disability benefits (i.e. Article XXII., Section H.
- b. The method to be utilized by the Board for the period noted above shall be as follows:
 - 1.) The first date of absence for the "thirty (30) day consecutive work day waiting period" shall be determined. Next, the remaining number of available sick days is determined. The final day of full pay sick time is, therefore, determined.

The number of unpaid days out of the "thirty (30) consecutive work day waiting period" is determined and therefore, the date of the first work day payable under Short-Term Disability (S.T.D.) is determined.

Next, the teacher's "daily rate" of pay is calculated (contract amount: either 186 or 187 days.) The number of days at no pay is multiplied by this "daily rate." The resulting dollar amount represents the amount to be deducted from the contract due for days at "no pay."

Subject to the \$1,800 monthly contractual "cap," in the first paycheck following the beginning of S.T.D. status, a check will be issued for 2/3rds of the previous normal bi-weekly. Such 2/3 bi-weekly payments shall continue until:

- a.) The teacher returns to work or,
 - b.) The teacher begins Long-Term Disability status under the Board's L.T.D. insurance carrier.
- 2.) If the teacher returns to work without having gone onto L.T.D. status, then their remaining contract due is recalculated based upon their original contract amount minus the days at no pay (daily rate x days at no pay) minus, also, 1/3 of their daily rate for all days under S.T.D. (1/3 daily rate x days on S.T.D.) This results in a "total due." From that, all prior salary paid is subtracted leaving a net contract dollar amount due.

The net contract dollar amount due is divided by the number of pays remaining in the 26 pay year, resulting in new bi-weekly amount.

3. If the teacher goes on L.T.D., or any other status normally prompting a salary "pay-up," the teacher will receive their "pay-up" of monies due minus the dollar amount for days at no pay (daily rate x days at no pay) and also minus 1/3 of the daily rate for all days on S.T.D. That total deduct will be subtracted from the "pay-up" due with the remaining pay-up to be paid in a lump sum.
- c. It is understood that the payment procedure outlined in #2 above is to be utilized on a trial basis only, and such procedure is without precedent or prejudice to either party.
- d. Following the trial period noted in #1 above, the Board reserves the right to implement its prior method of short-term disability payment, provided however, before the Board changes the payment method noted in #1 above, representatives of the Board agree to meet with the Association so as to again discuss the payment method.
- e. Following the trial period noted in #1 above, the Association reserves the right to assert that the above method of payment as well as the prior method utilized by the Board is in violation of the collective bargaining agreement and that such disagreement shall be submitted directly to Step IV of the grievance procedure.

11. TIP TRAINERS

The following agreement is entered into for the 1989-90 school year and is without prejudice or precedent to either the Saginaw Board of Education or the Saginaw Education Association.

- a. Enrollment will be on a first-come, first-served basis. If enrollment minimums are not attained, planned activities may need to be cancelled. Generally, enrollment minimums of fifteen (15) will be adhered to.
- b. ITIP Trainers who are scheduled to teach classes in the Professional Growth Program will be scheduled so as to work a seven continuous hour day (excluding lunch) on weekdays when they teach such classes. There will be no additional compensation for time worked on these seven-hour days.
- c. ITIP Trainers who teach a class on Saturday will be given the option of taking pro rata compensatory time off on the Friday preceding or the Monday following said Saturday class (as worked out with the supervisor) or receiving additional pay at the contractual rate (currently \$15.77/hour). In the event the trainer elects to take compensatory time and then requires the use of leave time, the trainer shall receive the \$15.77 per hour.
- d. Subject Area Co-ordinators who are scheduled to teach class(es) in the Professional Growth Program after the conclusion of their work day will be compensated at the contractual rate (currently \$15.77/hour) per scheduled hour of work beyond 3:30 p.m. Lunch periods will be adjusted on these days so as to end the work day at 3:30 p.m.
- e. Subject Area Co-ordinators who teach a class on Saturday will be compensated at the contractual rate (currently \$15.77/hour) per scheduled hour of work.
- f. Representatives of the administration will meet with the SEA prior to July 1, 1990, so as to review the proposed Professional Growth Unit offerings for the 1990-91 school year and to discuss any problems with this agreement.

12. SUMMER POSITIONS, POSTING

In the future, the Board agrees not to fill newly created positions (i.e. such as the recently created sex equity coordinator position) placed in the bargaining unit after the close of the school year through the second week of school at the start of the next school year until the position has been posted at least five (5) days with a copy of the Association. If the newly created position is less than full time and is combined with another position, the resulting "combined" position will be what is posted.

APPENDIX Y

1. Both parties agree that this contract is an effort to integrate the former Adult Education and current SEA contract. Any provisions formerly in the Adult Education Agreement not addressed in this Agreement shall, within thirty (30) days after ratification of this Agreement, be considered to be an oversight and the parties agree to meet to discuss where the provision shall be included.
2. It is agreed that it is not the intent of the parties to use language taken from the Adult Education contract to interpret the K-12 agreement and vice versa. Further, the K-12 master agreement shall have no impact on Adult Education teachers or the operations of the Adult Education program prior to ratification of this agreement.

APPENDIX Z

CO-CURRICULAR RIDERS

The 5.5% increase will not be applied directly to the current co-curricular indexes for 1989-90. An appropriations formula will be developed utilizing the equivalent money by the contract study committee with the intent of eliminating any inequities within the co-curricular rates. The committee will also review the issue of released time for Senior High Faculty Managers.

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This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

SEPTEMBER 05, 1989

APR 19 1990

RECEIVED
Date 9/8/89
Initial
Director of Labor Relations

DIRECTOR OF LABOR RELATIONS
SAGINAW BOARD OF EDUCATION
550 MILLARD STREET
SAGINAW, MI. 48607

PREVIOUS AGREEMENT EXPIRED
JULY 31, 1989

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Saginaw Mich Bd of Educ Prof Ees

WITH EDUCATION ASSOCIATION; NATIONAL
MICHIGAN

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

- 1. Approximate number of employees involved 1000
- 2. Number and location of establishments covered by agreement 32 school bldgs, 15 misc. sites - within the school district
- 3. Product, service, or type of business K-12 + Adult Education School District
- 4. If your agreement has been extended, indicate new expiration date July 31, 1990

Patrick M. Brennan, Div. - Labor Relations (517) 759-2238
Your Name and Position Area Code/Telephone Number

550 Millard Saginaw MI
Address City/State/ZIP Code 48607