

# Saranac Community Schools

Board of Education

Saranac Education Association

August 22, 2020 – August 21, 2022



# S.E.A.

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THIS IS A MASTER AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE SARANAC COMMUNITY SCHOOLS, HEREINAFTER CALLED THE “BOARD,” AND THE SARANAC EDUCATION ASSOCIATION, HEREINAFTER CALLED THE “ASSOCIATION.”

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**ARTICLE 1**  
**Recognition**

A. RECOGNITION

1. The Board recognized the Saranac Education Association, hereafter referred to as the Association, as the exclusive bargaining representative for all full-time and regular part-time certified personnel, including classroom, teachers, guidance counselors, alternative education teachers, librarians, and social workers employed by Saranac Community School, but excluding
  - a. Per diem substitute teachers
  - b. Supervisory and executive personnel
  - c. Office and clerical employees
  - d. School aides
  - e. Custodians
  - f. Food service employees
  - g. School bus drivers
  - h. Maintenance employees
  - i. Saranac Adult & Community Education instructors
  - j. All other employees of the Board

The term “teacher,” when used hereafter in this agreement, shall refer to all employees represented by the Association in the bargaining unit, as defined above.

2. Where unenforceability applies only to those SEA members subject to the Teachers’ Tenure Act, the intent of the parties was to make modifications to existing language to maintain enforceability for those unaffected.

**ARTICLE 2**  
**Board Rights**

A. BOARD RIGHTS

1. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon, and invested in it, by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
  - a. to the executive management and administrative control of the school system and its properties and the employment-related activities of its employees;
  - b. to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment; to their dismissal or demotion, and to promote and transfer all such employees;
  - c. to establish grades and courses of instruction including special programs and to provide for the athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
  - d. to decide upon the means and methods of instruction, the selection of textbooks and other teacher materials, and the use of teaching aids of every kind and nature, after consultation with the teachers affected;

- e. to determine class schedules, hours of instruction, duties, responsibilities, assignments, with respect to administrative and non-teaching activities.
2. The exercise of the foregoing powers, authority, duties, and responsibilities by the Board, the adoption of policies, rules, and regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof this agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

### **ARTICLE 3**

#### **Association and Teacher Rights**

#### **A. BUILDING USE**

1. The Association and its members shall have the right to use school building facilities before or after regular working hours. Such use of the building for Association meetings must be arranged with the building principal, in advance. The principal retains the right of room assignments.
2. Bulletin boards and teachers' mailboxes shall be made available to the Association for the posting or placement of materials relating to official business of the Association. These materials must be signed by a delegated Association official.
3. The teachers' building representative will notify the building principal when using duplicating machines for Association business, and will reimburse the school district for material used.

#### **B. DOCUMENTS**

The Board agrees to furnish the Association, upon reasonable request, all available information concerning the financial resources of the District, and such other information as will assist the Association.

#### **C. PAY DEDUCTIONS**

1. The Board shall make payroll deductions, upon written request from the teacher, for annuities, credit unions, optional insurance programs, and other programs approved by the Board and the Association.
  - a. Annuities, if so elected, shall be deducted from each pay period starting with the teacher's first pay each school year. The Board agrees to forward all annuity monies to the appropriate companies within three (3) business days.

#### **D. PAY DAY**

1. The teachers' first pay day under this contract will be on the pay date two weeks after the last pay date of the previous contract year. All teachers shall have the option of receiving their contracted salary in one of three (3) ways:
  - a. biweekly over a twelve-month period
  - b. biweekly over a ten-month period

- c. salary prorated over 12 months biweekly, with the balance on the 21<sup>st</sup> paycheck
- d. if the biweekly pay falls on January 1<sup>st</sup>, it will be processed on December 21<sup>st</sup> and included in that calendar year's wage for W-2 purposes

## 2. EXTRA CURRICULAR/DUTY PAY

- a. Pay for extra duty athletic assignments (Schedule B, Group A) will be made a minimum of five times per year. These five times include at the: 1) completion of fall sports, 2) end of the first semester, 3) completion of winter sports, 4) completion of spring sports, and 5) end of the school year (payroll #21).
- b. Employees with full school year activities (Schedule B, Group B) will have the option of being paid in one of the following ways:

Option A: 26 pays over a twelve month pay period with the option of receiving the balance of pay on the 21<sup>st</sup> paycheck.

Option B: Four equal pays at completion of fall sports, end of first semester, completion of winter sports, and at the end of the school year.

- c. Employees with extra duty assignments in Schedule B, Group C will receive pay as follows:

Split Level Grades/Classes: Option A or B

Junior Class Sponsor: Option A or B

Driver Training: Pay at conclusion of driver training

Substitute During Prep Period: Upon receipt of request for payment

- d. At the request of an employee, his/her extra duty pay will be issued as a second check, using the IRS monthly deduction table.

## E. COPIES OF CONTRACT

Upon request, teachers shall receive a copy of the master contract. A copy will be provided to each SEA Executive Board Member at the beginning of each year. A copy will be available in each school building and three copies will be available at the District Office for immediate request. The contract will be kept in an electronic file on a District shared drive and/or website for review and can be printed out if necessary. A copy of the current Board Policy shall be available in each building, and all teachers shall be informed at once of any changes, which pertain to them.

## F. ANNUAL ASSOCIATION MEETING

One hour will be scheduled during the opening week work time for the Association to meet with all teachers. All teachers are required to be present.

## G. TEACHING CONDITIONS

- 1. No teacher shall be required to have a teacher's aide except as required by law or Michigan Revised School Code.
- 2. Except for Alternative Education, the Board shall make available in each school: lounge and restroom facilities exclusively for staff's use.

3. A telephone will be provided by the school district in each teachers' room and lounge.
4. Parking facilities shall be made available to the teachers for their use.
5. The teachers shall receive the necessary keys to reach their assigned rooms during the contract year, providing they are asked for and signed out by the teachers.
6. Upon request of the Association, soft drink vending machines will be installed in the teachers' lounge. The proceeds from all such machines shall be used at the discretion of the teachers in each building.

#### H. DENIAL OF TENURE FOR PROBATIONARY TEACHERS

A probationary teacher who will be denied tenure will be given a written notice of unsatisfactory performance, and a copy will be given to the Association secretary. A private or public hearing before the Board of Education will be granted upon the request of the teacher prior to the Board's decision to issue a probationary teacher notice of unsatisfactory service.

#### I. DISCIPLINARY ACTION

1. For SEA members not subject to the Teachers' Tenure Act (this specifically excludes teachers subject to the Teachers' Tenure Act):
  - a. If an administrator is considering a disciplinary action against a member, he/she shall notify the member of the intent. At any subsequent meetings held, the member shall have the right to have a building representative or an officer of the Association present.
  - b. A member shall initial and receive a copy of a warning, reprimand, or disciplinary action, if the infraction is serious enough to be placed in the member's personnel file. Initialing indicates receipt of the document and not necessarily agreement with its contents. The member may request a hearing with the Superintendent or the Board of Education, with a building representative, an officer of the Association, or a representative from the MEA present, and may file a written response to be placed in his/her file.
  - c. No member shall be disciplined including warnings, reprimands, suspensions or charge or other actions of a disciplinary nature without just cause.

#### J. SENIORITY

1. Seniority shall be defined as the total number of continuous years of service at Saranac Community School in positions that require a teacher's certificate.
2. Ties in seniority date shall be broken by drawing of lots.
3. The Association and Board shall agree upon and maintain a list of teacher seniority. The Association will be provided with a list for verification by no later than September 15 of each year. This list will be updated and signed by each member no later than October 15 of each year.
4. For SEA members



a. Not subject to the Teachers' Tenure Act (this specifically excludes teachers subject to the Teachers' Tenure Act):

1. A member shall lose seniority rights if he/she retires or resigns.

b. Subject to the Teachers' Tenure Act:

1. A teacher shall lose seniority rights if employment is severed for any reason that is not arbitrary or capricious.

5. Seniority shall not accrue for those teachers on Board-approved general leave exceeding twenty (20) days, (as defined in Article 6.E.4.c) or those on child-care leave (as defined in Article 6.E.4.b) not covered under the Family Medical Leave Act.
6. Seniority shall continue to accrue while an employee is laid off.

#### **ARTICLE 4** **Teaching Hours and Days**

**A. STAFF MEETINGS**

On Wednesdays, for no more than 1 hour, time shall be reserved for the principal's building meeting unless mutually agreed upon between building administration and SEA board. All involved teachers are required to attend these meetings, unless excused by the administrator, with properly submitted and approved leave form. Under normal circumstances a 48-hour cancellation notice will be provided if the meeting will be rescheduled. The building principal will make every effort to provide meeting dates at the beginning of the school year.

**B. WORK DAYS**

1. The agenda for scheduled "work days" shall be established by staff and administration at the building level.

It will be optional for teachers to report to school on the full work day scheduled at the end of the first semester.

2. Work days for part time teachers will be prorated based on the percentage of FTE indicated for each individual teacher's annual contract.

**C. WORKING HOURS**

1. The teacher's normal working day shall be 20 minutes total before/after school (i.e., 10 + 10). The Board may change the normal working hours for emergency reasons by notifying the Association at least 48 hours in advance. On occasions involving inclement weather or mechanical difficulties, the normal working hours may be changed immediately with notification to the staff following as soon as possible.
2. Teachers may leave five minutes after students are dismissed on Fridays and the day before a holiday period.
3. If school is dismissed early because of weather conditions, teachers shall not be asked to stay later than ten (10) minutes after the students are dismissed.
4. Travel time of ten (10) minutes shall be provided between the end time of an assignment in one building and the beginning time of an assignment in another, for teachers with assignments in both

the Junior/Senior High and Elementary buildings. District will make every effort to provide fifteen (15) minutes or have travel time connected to contracted prep time/period.

5. For Alternative Education, the teacher's workday shall be between 7:30 a.m. and 2:30 p.m., not to exceed seven (7) consecutive hours, Monday through Thursday. Because Alternative Education teachers will not have a duty-free lunch, but will eat with the students, the Alternative Education teacher may leave by 1:30 p.m. on Fridays.

Paid preparation time for Alternative Education teachers shall be thirty (30) minutes prior to the start of school each day, forty-five (45) minutes after dismissal.

#### D. LUNCH PERIOD

All teachers shall have available at least thirty (30) consecutive minutes of duty-free lunch period. This lunch period will be between 10:30 a.m. and 1:15 p.m., except if the school district has to operate in a late start, early release or half-day session.

#### E. CONFERENCE PLANNING TIME

1. Each full-time teacher will be provided with a minimum of 275 minutes weekly of preparation time for a normal five-day week. The time prior to and after official student class time or during lunch period shall not be considered part of preparation time.
2. A part-time teacher will be given preparation time according to the percent of a normal day he/she works.

#### F. SCHOOL YEAR

1. Schools will be closed the following holidays: New Year's, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day.
2. Time shall be provided for at least five days of vacation at Christmas time, including the day before Christmas.
3. No work shall be scheduled on Saturday or Sunday.
4. In the event that the state or federal government shall require a change in the normal school year, the Board and the Association will reach mutual agreement on how to meet the required changes to the calendar.

#### G. STORM DAYS

Teachers will not be expected to report for work when school is canceled due to weather or other emergencies. Teachers will not be required to reschedule or make up professional development or work time cancelled due to inclement weather, etc. unless the canceled time causes the school district to not meet the State required pupil instructional hours.

H. LOADS

1. Class size is recognized as an important aspect of effective teaching. Therefore, the Board’s goal is to maintain equalized class size at all levels, and recognizes the following as maximum class sizes:

	Pupils	Max Loads
Developmental Kindergarten.....	16	18
Kindergarten and First Grade.....	25	27
Second and Third Grade.....	27	29
Fourth, Fifth, Sixth Grade.....	28	30
Middle & Secondary –		
Industrial Arts.....	25	27
Physical Education.....	35	37
Alternative Education.....	15	17
Instrumental Music.....	unlimited	
All Others.....	29	31

2. The Board will strive to finalize teacher and student schedules for the school year no later than three (3) weeks before the first scheduled workday proceeding the beginning of the school year.
3. Exceeding these class size numbers will invoke the Schedule B split-level compensation as defined in the contract. (Schedule B. Other #1)
4. If any section exceeds the class size maximum by one or more students after the first day of school, the teacher will be compensated as provided in schedule B for split level grade/classes and Class Overloads pro-rated as stipulated below:

- a. K-6 self-contained elementary assigned the overload will receive the full stipend.
- b. For each section or hour of class overload, 7-12 teachers will receive 1/10 of the Schedule B stipend per semester.
- c. Non-core elementary teachers will share 1/5 of the overload stipend based upon the percentage of the time they are assigned the overload.

As an example: If an individual first grade was overloaded, then the elementary specials teachers would split the 1/5 of the stipend (from b. above) based on the percentage of time the first grade students spent in their class. If first grade had PE twice a week all year, but art, music, and technology only once a week then the PE teacher would get two twenty-fifths (2/5 of 1/5) of the stipend and the others would get one twenty-fifth (1/5 of 1/5) of the stipend. (1/5 of the stipend represents one hour or session of teaching per day)

1. A homeroom or core teacher in grades K-6 assigned more than one grade, or in grades 7-12 assigned more than one subject or level during the same class period, or alternative education where there are split classes and multiple preparation and levels of student work, shall be compensated as provided for on Schedule B.
  - a. In grades 7-12, a split subject class would present two distinct subjects, such as geometry and physics; a split level would be a class presenting two specifically designated levels of the same subject, such as Spanish I and Spanish II. The split-level designation does not apply to on-line classes that staff oversee.

5. Once the class size maximum is met for all sections the following will occur:
  - a. A committee review will take place within five (5) workdays after the max. load number is met. The committee will consist of the building principal, the Superintendent, the affected teachers, and one other teacher designated by the Association.
  - b. In reviewing the class size overload, the committee shall consider the following:
    - i. Number of classes taught by the teacher
    - ii. Number of students in each class
    - iii. Size of the classroom facility
    - iv. Combination classes
    - v. Number of students mainstreamed
    - vi. Instructional materials and equipment available
    - vii. Nature of the subject and skills taught, i.e. basic or enrichment
    - viii. Availability of support staff
  - c. The committee shall develop an appropriate solution from the alternatives listed below:
    - i. Reassignment of student(s) to another class or facility
    - ii. Assignment of a paraprofessional
    - iii. Any other acceptable solution
  - d. The Superintendent, or designee, will strive to initiate implementation of the solution within two (2) workdays after the maximum load threshold is met.

## ARTICLE 5 Teacher Assignments

### A. TRANSFERS

Teachers who will be affected by changes in grade assignments in the elementary school grades, or the changes of subject assignments in the secondary school grades, shall be notified by his/her principal at least two weeks prior to said change.

### B. VACANCIES

The Board shall deliver to the Association president and secretary, via email, notices of vacancies. Notices of vacancies shall be posted in each building using a bulletin board defined in Article 3. A.2. Notices of these vacancies shall be posted for a minimum of five working days and shall remain until the posting period expires. In addition, notices of vacancies shall be emailed to association members (using school-provided addresses).

The Board shall provide the Association with notification of any ESSA legislation that requires district action by the Board. When any such action involves SEA members, the Board will both notify and involve the SEA.

### C. REDUCTION IN STAFF

For SEA members not subject to the Teachers' Tenure Act (this specifically excludes teachers subject to the Teachers' Tenure Act):

In the event a reduction of personnel becomes necessary, affected personnel will be notified as soon as possible, but in no event less than 30 days prior to the reduction, and the seniority at the Saranac Community Schools will become the determining factor. The affected person may move into a position for which he or she is certified and qualified, displacing the member with the lowest seniority in said area of

certification. For purposes of this section, guidance counselors and social workers shall be considered subject to the Teachers' Tenure Act when possessing teacher certification and moving into a position for which teacher certification is a requirement (see paragraph 2 below).

D. RECALL OF STAFF

A. For SEA members not subject to the Teachers' Tenure Act (this specifically excludes teachers subject to the Teachers' Tenure Act):

- a. Laid-off employees shall receive new openings for which they are certified and indicate an interest, on the basis of seniority. Rehiring will be done in reverse order, by area of certification.
- b. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.

The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notices to teacher.

- c. A teacher shall have 14 calendar days from the postmarked date of the receipt of the registered or certified letter to notify the Board of his/her intent to accept the position. Upon receipt of notice of unclaimed mail from the US Postal Service, a notice of the recall will be sent to the SEA president or his/her designee, allowing an additional 14 days for response.

E. EXTRACURRICULAR ASSIGNMENTS

1. All extra responsibilities such as class sponsors and athletic staff will be indicated on the teacher's individual contract. If the contract has already been signed, a Change of Status amendment will be attached to the contract. The above-mentioned activities will be considered an annual appointment outside of the teacher's regular assignment, and will be optional.
2. Teachers will be notified in writing by June 30 of the appointment to extra duty assignments for the following year. Teachers who do not intend to perform the extracurricular assignment for which they are currently under contract shall notify the superintendent by May 20.

F. LEGISLATIVE IMPACT ON TEACHING ASSIGNMENTS

1. The Board shall provide the Association with notification of any ESSA legislation that requires district action by the Board. When any such action involves SEA members, the Board will both notify and involve the SEA.

**ARTICLE 6**  
**Salary and Fringe Benefits**

A. SALARIES

Salaries of teachers covered by this agreement are set forth in Schedules A and B, which are attached hereto and incorporated in this agreement.

1. Salary Schedule Advancement

- a. A teacher shall be granted, at the time of hire, one step on the salary schedule for each full year of teaching experience up to the maximum of the established range. Expected range of salary steps will be identified and stated in postings for open positions. The ranges shall remain consistent for all postings within a given school year.
- b. Each employee shall advance one (1) step on the salary schedule for each year of teaching experience at Saranac after the initial placement with the following exception. An employee on an approved leave other than sick, personal leave with pay, or FMLA must work more than one-half of the school year to be advanced one step on the salary schedule.
- c. If an employee is hired after the beginning of a school year, they will advance one step the following year if they worked one-half or more of the school year.
- d. Teachers with fifteen (15) years or more of teaching at Saranac will receive a longevity step according to the salary schedule (see Schedule A).

**B. EXTRA DUTY PAY**

- 1. Teachers shall be entitled to appropriate additional compensation as set forth in Schedule B, when they accept Schedule B responsibilities.
- 2. Extra duty percentages in athletics shall be applied against the Bachelor's schedule. Extra duty percentages in other activities shall be applied against the base scale. One (1) year experience shall be credited for each year in that sport or activity. Experience credit in other school systems will be limited to five (5) years in that sport or activity. Varsity athletic coaches will be credited with one-half year experience if coaching was other than at the varsity level in that specific sport.

**C. INSURANCE BENEFITS**

- 1. At the time that insurance rates are released, typically late April, the SEA and the Board will mutually agree on the carrier and plans that best meet the needs of the association members and the district.
- 2. Upon ratification, the Board of Education shall make premium contributions, specified below, on behalf of employees (and eligible dependents) for chosen plan options. The employee shall elect one of the selected plans by May 15<sup>th</sup> and the decision shall be irrevocable for that school year, unless compelling family change necessitates change. The election shall be made in conjunction with the Section 125 HAS Plans developed and administered by the Board.
- 3. Effective September 1, 2020, the Board will contribute the amounts listed below to provide payments toward the agreed upon insurance.

Medical Insurance amounts

- Singles - \$6,818.87/year
- 2-Person - \$14,260.37/year
- Family – \$18,596.96/year

Ancillary Insurance amounts

- Singles - \$64.69/month
- 2-Person - \$100.97/month
- Family – \$167.26/month

In no case will the total aggregate amount contributed by the Board be more than is permitted using the specific dollar amounts provided by 2011 PA 152.

Medical: Plan 1: Priority Health POS, \$1000/2000 deductible, \$10 CP, \$10/40 RX, plus Ancillary listed below

Plan 2: Priority Health POS, \$2000/4000, \$10CP, \$10/40 RX, plus Ancillary listed below

Plan 3: Priority Health HSA, \$1400/2800, 90% co-insurance after deductible, \$10/40 RX after deductible, plus Ancillary listed below

Ancillary Delta Dental (100/80/80/50, \$1000 maximum, \$2,000 orthodontic maximum), Vision (VSP2), \$15,000 Negotiated Life/AD&D, LTD.

For an employee who elects ancillary insurance only, the employer shall also provide a cash option. The cash option shall be \$3696.46 per year.

4. The amount of any cash option amount received by an employee may be applied to an annuity program of the employee's choice. The annuity program selected must be one approved by the Board, and the employee shall enter into a salary reduction agreement with the Board.

In the event that an employee selects ancillary insurance only, and elects to receive this cash option, as provided in the Section 125 document approved by the Board, any directions of this cash option to a tax-deferred annuity under Section 403(b) of the internal Revenue Code or within the meaning of Section 1224 of the Revised School Code shall be regarded as a voluntary and elective contribution made by the employee through salary reduction.

5. Any disputes relative to the administration and/or operation of the Saranac Community Schools cash option plan shall be resolved in conformance with the Claims Procedure and Appeal of Denied Claims sections of that plan.
6. The Long Term Disability Coverage shall be: 66 2/3% coverage; \$4,000 per month maximum; 120 calendar days (modified fill); freeze on offsets; alcoholism/drug 2-year maximum; mental/nervous 2-year maximum.
7. A new or revised application for insurance coverage will take effect the first month following the filing of an application in the Superintendent's office provided that the carrier, policyholder and underwriter allow the enrollment or change at that time.
8. Coverage shall terminate at the end of the month in which the teacher's resignation, dismissal, or unpaid leave of absence is effective (with the exception of Family and Medical Act Leaves), except that teacher who completes his/her contracted obligation shall be entitled to his/her coverage to the end of that year of the master contract.

#### D. TUITION REIMBURSEMENT

Each teacher shall be reimbursed up to \$300 for college tuition. Reimbursement requests must be submitted to central office with documentation of credit earned.

## E. LEAVE DAYS

### 1. Sick Leave

a. All teachers will earn 7 sick days at the beginning of the school year.

1. The unused portion of sick leave days will be accumulated to a maximum of 200 days.
2. Accumulated sick leave days are carried over for those teachers returning from the previous year, or from an approved leave of absence, or tenured teachers recalled from layoff.
3. Sick leave days used above the accumulated days shall be deducted from the next pay.
4. Any abuse of sick days shall result in a loss of five sick leave days, based on the results of an administrative hearing.
5. Hours or class periods of planned absences or emergencies shall be cumulative to full day equivalencies and deducted from sick leave days.

b. Sick leave days are provided for:

1. Personal/Family illness, injury, and/or disability, and medical or dental appointments, which cannot be scheduled at any other times. Immediate family is defined by the Family Medical Leave Act (FMLA) as: self, child, spouse, parent. Other immediate family members eligible for sick leave days are: grandchildren or if currently residing with member, a significant other family member. Also included are individuals for which the employee holds medical power of attorney.
2. Deaths in the immediate family (immediate family is defined in Article 6.E.3e). Sick leave can be used if the three (3) days provided for in Article 6.D.3c have been exhausted.

c. Qualifications for use of sick leave days:

1. The teacher must notify the appropriate school personnel, as defined by the principal, one hour before the teacher's assigned work day and state where he/she will be located, except in the case of emergency.
2. A doctor's statement may be requested to claim a sick leave day, after the teacher has received a written warning of sick leave abuse.

### 2. Personal Leave

a. Each employee will be allowed five (5) personal leave days each school year.

b. Such personal leave days shall be accumulated as sick days and shall be subject to the following provisions:

1. Arrangements for said leave shall be made at least five (5) days in advance with the principal, on the proper form.
2. Matters of an emergency nature shall be allowable upon advance notice to the principal.
3. Such days shall not be scheduled during parent-teacher conference times, unless approved by the building principal.



4. No more than three (3) teachers from a building may be granted personal leave at the same time, unless approved by the building principal.
5. Personal leave days shall be used in half hour (30 minute) increments.
6. At the end of each school year, teachers who have reached their maximum accumulated sick days pursuant to Article 6 Section E.1 may request compensation for unused personal days at the rate of \$75 per day. A day is calculated based on the teacher contracted day (6.83 hours).

3. Leave of Absence, With Pay

Leave of absence, with pay, shall be granted for:

- a. Appearance in court for jury duty or on school related business, providing the teacher shall remit to the Board all monies received for such service, minus reimbursed expenses.
- b. Educational leave. A teacher who has been employed for five (5) years in the Saranac Community School system may be granted a one (1) year educational leave at half to full salary, with the approval of the Board of Education.
- c. Up to three days per incident shall be allowed for death in the immediate family. Immediate family is defined as: spouse, child, step-child, sibling, step-sibling, parent or step-parent, spouse's parent or step-parent, grandparents or step-grandparents, spouse's grandparents or step-grandparents, and grandchildren or step-grandchildren.
- d. A coach taking a team to any event scheduled by the school, or a teacher approved by the administration to chaperone a school-sponsored event.
- e. Up to five (5) days per school year may be used for Association business as deemed necessary by the President of the Association, with approval of the Superintendent. Above five (5) days, the Association assumes the cost of the substitute teacher for the time lost from regular teaching duties. During a negotiations year, the number of days permitted for Association business shall be increased to eight (8), with the additional days used for attending training sessions for bargaining, with the Association picking up substitute teacher costs.
- f. SEA members may submit a request for leave with pay for the purpose of attending a funeral of an SEA member's current student, student's parent/guardian, or a student's sibling. The approval of the time off will be based on sub availability and is at the discretion of the building administrator.

4. Leave of Absence, Without Pay

a. Illness/Disability Leave

1. An employee eligible for leave under the Family and Medical Leave Act shall be entitled to disability leave for periods not to exceed twelve (12) weeks without pay upon written statement from a physician for the serious health condition of the employee or the employee's immediate family (spouse, parent, or child). This unpaid leave shall commence after the exhaustion of the period compensated by sick leave, vacation, and/or personal days unless the employee or employer selects otherwise. Upon request this leave may be extended for a period of up to one (1) year.

2. For SEA members not subject to the Teachers' Tenure Act (this specifically excludes teachers subject to the Teachers' Tenure Act):

Upon return from leave, the employee shall be returned to his/her position held at the time of the disability or to a position that seniority and qualifications entitles him/her. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other working conditions of employment in the same job category. In no case will an employee be returned to a position in the event a layoff has occurred, and the employee would be on layoff status if he/she had been at work during the leave.

3. The Board will continue hospital/medical, dental and vision premium contributions on behalf of the employee (and eligible dependents) for up to twelve (12) weeks for employees who are on an unpaid leave of absence under the Family and Medical Leave Act as is specified in paragraph a.1.) above. For periods beyond the twelve (12) week period described above, the payment of the premium is the responsibility of the employee. If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within thirty (30) days of demand.
4. Where an employee requests intermittent leave or reduced schedule leave for personal serious illness/disability or to care for a seriously ill family member as authorized under the Family and Medical Leave Act, the Board may request that the employee transfer temporarily to an alternative teaching position for which the employee is qualified and which has an equivalent pay rate and benefits where the temporary transfer would better accommodate the need for recurring leave, in comparison to the employee's current assignment. Where the temporary transfer is to a part-time teaching position, the pay rate and benefits shall be adjusted accordingly, in conformance with the other terms of this Agreement. Intermittent leave shall be taken in intervals of not less than two (2) hours. The employee shall attempt to schedule intermittent leave so as not to disrupt the continuity of services and instruction.
5. The employee, upon request, will supply a statement from a doctor supporting the need for a leave granted under this section. The Board retains the right to require a second opinion from a doctor of its choice at Board expense. If the second opinion differs from the first, the employee and the Board shall mutually agree upon a third doctor from whom an opinion will be sought at Board expense. The opinion of the third doctor shall be considered final and binding on the Board, employee, and Association with respect to the need for such leave.
6. Prior to return from a leave granted under this subsection, The Board retains the right to require a statement from a doctor with respect to the employee's' fitness to return to work at the conclusion of the leave.

7. This leave may be extended for a period of up to one (1) year upon request. For SEA members not subject to the Teachers' Tenure Act (this specifically excludes teachers subject to the Teachers' Tenure Act):

This leave may be extended for a period of up to one (1) year upon request. At the expiration of the extension of the leave, the employee will either be returned to a vacant position for which he/she is qualified and seniority provides or placed on lay off status in accordance with Article V,C. In the event the employee is placed on lay off status, the employee shall be returned to the first vacant position from which he/she is qualified and seniority provides in accordance with Article V,D. Posting for the vacant position in this case shall be waived.

b. Child Care Leave

1. Upon request, child care leave shall be granted to an employee otherwise eligible for such leave under the Family and Medical Leave Act for up to twelve (12) weeks commencing at a date agreed upon by the Superintendent and the affected employee. Upon request, this leave will be extended for a period of up to two (2) years. Such leave will be for the caring of a son or daughter or for the caring of a son or daughter placed in the home for adoption or foster care. When this leave is taken in order to care for a child with a serious health condition, under the Family Medical Leave Act, leave will commence upon the exhaustion of the period compensated by sick leave, vacation and/or personal leave days unless the employee or employer directs otherwise.
2. Upon return from leave, the employee shall be returned to his/her position held at the time of disability or to a position that seniority and qualifications entitles him/her. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other working conditions of employment in the same job category. In no case will an employee be returned to a position in the event a layoff has occurred and the employee would be on layoff status if he/she had been at work during the leave.
3. The Board will continue hospital/medical, dental and vision premium contributions on behalf of the employee (and eligible dependents) for up to twelve (12) weeks for employees who are on unpaid leave of absence under the Family and Medical Leave Act as is specified in paragraph b.1) above. For periods beyond the twelve (12) week period described above, the payment of the premium is the responsibility of the employee. If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or reoccurrence of a serious health condition of the employee or other circumstances beyond the employees' control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within thirty (30) days of demand.
4. Where an employee requests intermittent leave or reduced schedule leave for personal serious/illness/disability or to care for a seriously ill family member as authorized under the Family and Medical Leave Act, the Board may require that

the employee transfer temporarily to an alternative position for which the employee is qualified and which has an equivalent pay rate and benefits where the temporary transfer would better accommodate the need for recurring leave, in comparison to the employee's current assignment. Where the temporary transfer is to a part-time teaching position, the pay rate and benefits shall be adjusted accordingly, in conformance with the other terms of the Agreement. Intermittent leave shall be taken in intervals of not less than two (2) hours. The employee shall attempt to schedule intermittent leave so as not to disrupt the continuity of services and instruction.

5. This leave may be extended for a period of up to one (1) year upon request. For SEA members not subject to the Teachers' Tenure Act (this specifically excludes teachers subject to the Teachers' Tenure Act):

This leave may be extended for a period of up to one (1) year upon request. At the expiration of the extension of the leave, the employee will either be returned to a vacant position for which he/she is qualified and seniority provides or placed on lay off status in accordance with Article V,C. In the event the employee is placed on lay off status, the employee shall be returned to the first vacant position from which he/she is qualified and seniority provides in accordance with Article V,D. Posting for the vacant position in this case shall be waived.

#### c. General Leave

1. Upon request to the Superintendent, an employee may be granted an unpaid leave not to exceed twelve (12) months. The teacher will send a written request for approval of leave of absence through the principal to the Superintendent for his/her approval, at least five (5) days before the effective time of the leave of absence. Leave of absence for more than twenty (20) days must be approved by the Board of Education.
2. Leave granted under this provision shall not be granted for periods of time less than one (1) day.
3. No more than two (2) Association members may be on a leave under this subsection at any one time except as allowed by the Superintendent.
4. Leave granted under this subsection may not be used to extend a vacation and/or holiday periods or for personal reasons, except as allowed by the Superintendent.
5. Return from a leave under this subsection does not guarantee an employee's return to the same teaching assignment except if the leave is for thirty (30) days or less. Return from a leave under this subsection will be to the same position, if available, or to a similar position, if available. In no case will an employee be returned to a position in the event a layoff has occurred and the employee would be on layoff status if he/she had been at work during the leave.
6. The approval of a leave of absence under this subsection will entitle the employee to retain all seniority rights except as specifically limited in Article V, Section C.

7. An employee shall not accrue sick leave, emergency leave, or personal leave entitlement while on unpaid leave of absence under Article VI, E4.

d. Partial Leave of Absence

Upon request to the Superintendent, an employee may be granted an unpaid partial leave not to exceed twelve (12) months. A partial leave of absence for more than twenty (20) days must be approved by the Board of Education. Employees on a partial leave of absence must notify the Board of Education in writing by April 15<sup>th</sup> if they wish to return to full time employment for the following year or request a continued partial leave of absence.

e. Part-Time Teachers' Benefits

1. Part-time teachers are permitted to participate in the benefit package on a pro-rata basis. The pro-rata amount will be the same proportion as his/her teaching assignment.
2. If the teacher desires to participate in either insurance package plan A or B, the Board of Education will pay that percentage of the premium which represents the percentage of time the teacher is working for the school system. The teacher is responsible for the balance of the premium.

F. TERMINAL LEAVE

1. The number of sick leave days that can be used for terminal leave purposes will be determined as follows:
  - a. Any teacher who has accumulated 120 or more sick days at Saranac Schools as of July 31, 1989, will have that number frozen for maximum potential terminal leave, not to exceed 180 days.
  - b. Any teacher who as accumulated less than 120 sick leave days at Saranac Schools as of July 31, 1989, may accumulate up to 120 days for maximum potential terminal leave.
  - c. Any teacher hired for the school year 1989-1990 and after may accumulate 90 sick leave days for the maximum potential terminal leave.
2. Retired teachers shall receive a terminal leave payment equal to \$53.00 per day of their accumulated terminal leave days. However, the last year of teaching service prior to retirement must be with Saranac Community Schools and within five (5) years of receipt of the first retirement check. Payment will be made after retirement, in up to twelve (12) monthly payments as agreed upon between employee and business office. Any unemployment compensation collected by the retiree will be deducted from each payment.
3. If a teacher shall expire while under contract at Saranac Community Schools, a sum equal to his or her accumulated terminal leave payment as defined in 6.F.1 and 2 and G2 shall be paid to that teacher's named beneficiary.

## G. EXTRA ASSIGNMENT

1. An additional class may be assigned to a full-time experienced teacher after that class has been posted for five (5) days. A salary of 20% of that teacher's base salary will be paid for this extra class. The teacher's planning period will be arranged outside the normal school day.
2. A teacher who is asked to give up his/her preparation period by the administration, or to fill in for another teacher, shall be compensated (except when substituting less than twenty (20) minutes for a teacher who is covering a club or class meeting) as per C.3 of Schedule B or receive one (1) day comp time for every five (5) hours substituting. Comp time will be requested in the same manner as personal days (Article 4.E.2.b). A part-time teacher, working during non-contractual time, will be paid per C.3 of Schedule B. As of July 1, 1994, each employee's accumulated time for maximum carry over for the 1994-95 school year will be established. The maximum shall be either 25 hours of the amount as of July 1, 1994, whichever is greater. Should the accumulated time fall below 25 hours, then 25 hours shall be established as the new maximum.
3. If a principal asks a teacher to attend a meeting outside of contractual hours and tells the teacher s/he will be paid for that time, s/he will receive pay or comp time as agreed between the principal and the teacher. If no offer for pay or comp time is made, the teacher should not expect pay or comp time nor should this person feel obligated to participate in the requested activity and there will be no repercussions should a teacher decide not to participate.

## ARTICLE 7

### Evaluation

For SEA members not subject to Teacher Tenure Act only.

#### A. RECORD AND FREQUENCY

1. The formal evaluation of members shall be conducted by their building administrator or the person acting in that capacity. It will be in writing with a copy to the member and signed acknowledgement of same by said member.
  - a. The evaluation of the performance of member shall be conducted a minimum of once every three years.
2. If a member requests that his/her response to the evaluation be included as a part of the formal evaluation, it shall be included.
3. All members shall be rated ineffective, minimally effective, effective, or highly effective.

#### B. OBSERVATIONS

All monitoring or observation of the work performance of a member shall be conducted openly and with full knowledge of the member.

**ARTICLE 8**  
**Files**

Each teacher shall have the right, upon request to his/her principal or superintendent, to review the contents of his/her personnel file. An Association representative may be in attendance upon the teacher's request.

**ARTICLE 9**  
**Professional Development**

A. PROFESSIONAL DEVELOPMENT DAYS

Scheduling of professional development activities shall be done by mutual agreement between the Association and the Board (see yearly calendar). Planning and implementation of professional development activities shall be the responsibility of building school improvement committees.

- B. A committee comprised of the SEA Executive Board, one additional teacher from each building school administrators, and at least one Board of Education member will be invited to meet monthly, for the purpose of discussing ongoing school related problems. This committee shall conduct its first meeting by September 15 of each school year.
- C. As a condition of continued employment, each probationary teacher subject to the professional development requirements of Section 1526nof the School Code of 1976 (or its successor provision) shall complete those requirements within the time provided by stature. The Board may, but shall not be obligated, to compensate the probationary teacher for either the time connected with completion of these requirements or for other associated costs such as enrollment, course and/or registration fees.

**ARTICLE 10**  
**Negotiation Procedures**

A. SCOPE OF NEGOTIATIONS

There are no understandings or agreements or past practices which are binding on either the Board or the Association other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Board or the Association until it has been put in writing and signed by both the Board and the Association as either an amendment to this Agreement or a letter of understanding signed by both parties.

It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted hereunder.

B. TIME

Between May 1 and May 15 of the last year of the contract, or if part of the contract expires, the parties will meet to set a date for the first negotiating session for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. RELEASED TIME FOR TEACHER REPRESENTATIVES

A teacher engaged at the request of the Saranac Board of Education during the school day in negotiating on behalf of the Association, with any representative of the Board or participating in any professional grievance negotiation, shall be released from regular duties without loss of salary.

**ARTICLE 11**  
**Grievance Procedure and Arbitration**

A. REPRESENTATIVES

Any teacher, group of teachers, or the Association, believing that there may have been a violation, misinterpretation, or misapplication of any provision of this agreement, of board policy, board practice, administrative policy, or administrative practice contrary to their rights and privileges established herein, or in any way contrary to law may file a written grievance with the Board or its representative. The Board hereby designates as its representative, the Superintendent of Schools when the particular grievance arises in more than one school building or does not concern the authority of any one principal. If a teacher, group of teachers, or the Association does not file a grievance, in writing, with the principal or other designated representative within thirty (30) working days after the SEA member became aware of the occurrence then the grievance shall be considered waived.

B. ASSOCIATION GRIEVANCE PROCEDURE

For administrative convenience, the Board may cause complaints which may be the subject of grievance under the article first to be presented to the Saranac Education Association for informal processing in an effort to reduce the number of formal grievances handled under the professional grievance procedures herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedure shall not be required as a condition precedent to invoking the grievance procedure, nor shall participation of the Association in such informal procedures be deemed to be a supervisory or executive function.

C. ADMINISTRATION TIME SCHEDULE

1. Within five (5) working days of receipt of the grievance, the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. If the meeting is with the school principal, and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent, he/she shall have ten (10) working days from receipt to approve or disapprove it. If the grievance is denied by the Superintendent, either upon review of action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the secretary of the Board of Education with a statement of reasons why it is being disapproved.
2. If the Association is not satisfied with the Superintendent's response, they shall have ten (10) working days to advance the grievance to the Board of Education.

D. BOARD TIME SCHEDULE



1. Within fifteen (15) working days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided however that in no event, except by the written consent of the Association, shall final determination of the grievance be made by the Board more than fifteen (15) days after its submission to the Board.
2. If the Board is to discuss a grievance in a public meeting, the grievant will be notified in writing of the time and place of such discussion, in order that he/she and his/her Association representative may attend.

#### E. BOARD GRIEVANCE PROCEDURE

The procedure for grievances instituted by the Board of Education or its representative shall be as follows: The grievance shall be transmitted to the President and the Grievance Chairperson of the Association. The decision shall then be transmitted to the Board within fifteen (15) working days after the submission to the Association President and Grievance Chairperson.

#### F. ARBITRATION

If the Board of Education and the Association shall be unable to resolve any grievance and it shall involve an alleged violation of a specific article and section of this agreement, it may, within ten (10) days after the decision of the Board of Education, be appealed to arbitration. The Association Executive Board may file a written appeal and it shall be delivered to the American Arbitration Association and the Board of Education within said ten (10) day period, and if not so delivered, the grievance shall be abandoned. If the parties are unable to agree upon an arbitrator, he/she shall be appointed under the rules of the American Arbitration Association. The arbitrator, so selected, will confer with the parties and hold hearings promptly and will issue his/her decision. The arbitrator's decision shall be in writing, and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement. His/her authority shall be limited to deciding whether specific articles and sections of this agreement have been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan Revised School Code, or any other national, state, county, district, or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgement and discretion, under the law and this agreement. The decision of the arbitrator, if within the scope his/her authority, as above set forth, shall be final and binding. The arbitrator's fee and other expenses of arbitration shall be paid by the loser. Each party shall bear their own expenses in connection therewith.

1. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article.
  - a. Termination of services or, or failure to re-employ, any probationary teacher.
  - b. Termination or non-renewal from an extra-curricular position.
  - c. Termination of service of, or failure to re-employ, and tenured teacher.

#### G. TERMINATION

A grievance may, by mutual consent, be dropped at any stage of the grievance procedure.

**ARTICLE 12**  
**Protection of Teachers**

A. PROTECTIVE CLOTHING

The Board shall furnish protective clothing, without charge, to those teachers who require them.

B. DAMAGE TO PERSONAL PROPERTY

If the teacher has taken reasonable precautions and reports the damage within two session days, the Board will reimburse teachers for any loss, damage, or destruction of clothing or other personal property caused by students while in school or on school premises, and not collectable from other sources. A committee of three (3), one Association member, one board member, and one administrator, will determine if reimbursement is warranted.

C. ASSAULT UPON A TEACHER

1. In the event a teacher is assaulted as a result of his/her employment with the Saranac Community Schools, the incident shall be promptly reported to the Board of Education or its designated representative. The Board will provide legal assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities by contributing no more than \$2,000 for the necessary legal fees incurred by the teacher provided that the teacher was acting within the scope of his/her employment at the time the incident occurred.
2. Time lost by a teacher in connection with any incident mentioned in 1. Above shall not be charged against the teacher's leave days for the balance of the contract year during which the incident occurred unless such teacher shall be found guilty of charges brought and substantiated by a civil or criminal court.

D. SPECIAL TRAINING

Training and protection for members required to work with students with a specific health condition, communicable disease, or for members who are required to work in situations where the spread of disease may occur, shall be provided as determined by the Board.

E. EMERGENCY PROTOCOL

1. Prior to the first day of school with students, each year, the SEA staff shall be provided with the following items that they will keep next to their classroom phone at all times:
  - a. A list of the volunteers comprising medical emergency response team (MERT) members along with their contact information.
  - b. A list of the volunteers comprising the MERT team members along with their contact information.
2. All MERT members will be responsible for keeping their certifications current and notifying the Saranac School District of their intent to remove their self from the team prior to the end of the school year.
  - \* The administration will approve all trainings in order to keep members of the team current in certification such as, but not limited to, CPI/NCI, First Aid, CPR, and AED.

**ARTICE 13**  
**Duration of Agreement**

**A. DURATION**

1. This agreement shall cover the period from August 22, 2020 until August 21, 2022. This agreement shall be effective upon ratification by SEA and the Saranac Board of Education.
2. This agreement shall not be extended orally and it expressly understood that it shall expire on the date indicated.
3. Negotiations will be reopened each year of this contract for the express purpose of establishing a school year calendar.

**B. PROCEDURE FOR AGREEMENT CHANGE**


1. Either of the parties hereto desiring a change shall notify the other party, in writing.
2. Whenever notice is given for change, the nature of change desired must be specified.
3. The receiving party shall reply in writing, and within fifteen (15) working days to the originating party.
4. Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement.
5. If a change in the contract is agreed upon by the Board and the Association Executive Board, it will be placed in writing and signed by a representative of the Board and the majority of the Association Executive Board, at which time it becomes effective.


**C. EMERGENCY FINANCIAL MANAGER**

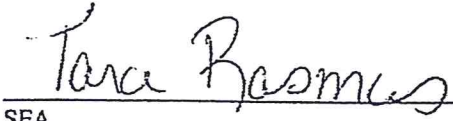
The entire agreement or specific provisions of the agreement may be rejected, modified, or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.

In witness whereof, the parties have set their hand this 24th day of August 2020.

SARANAC EDUCATION ASSOCIATION


  
SEA

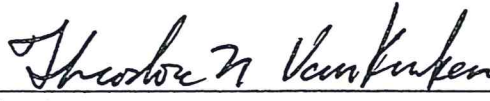
  
SEA

  
SEA

  
MEA Rep

SARANAC BOARD OF EDUCATION

  
President

  
Secretary

  
Superintendent

SARANAC COMMUNITY SCHOOLS  
 UPDATED SCHEDULE A  
 FY 20-21

	BA	BA+18	BA+30/MA	MA+18	MA+30/SP
1	35,499	36,624	38,341	39,436	40,269
2	36,834	38,192	40,443	41,602	42,523
3	38,163	39,761	42,549	43,764	44,771
4	39,497	41,432	44,654	45,923	47,024
5	40,833	42,905	46,755	48,087	49,273
6	42,164	44,475	48,858	50,249	51,525
7	43,499	46,045	50,963	52,413	53,775
8	44,833	47,615	53,066	54,576	56,029
9	46,164	49,184	55,171	56,735	58,278
10	49,046	52,410	59,140	60,822	62,504
11	50,735	54,188	60,996	62,766	64,532
16	51,244	54,774	61,577	63,522	65,370
21	51,745	55,363	62,343	64,276	66,210
26	52,765	56,383	63,363	65,296	67,230

2018-19

- No steps, with exception for those affected by Language Proposal 3. Inequities to change for FY 19 is \$15,266
  - \*\* If district enrollment is above 913 for fall count, SEA contract insurance medical hard cap will increase to the following. (single-\$6560.52) (2 person-\$13,720.07) (Family \$17,892.36)
  - \*\* If district enrollment is 912- 907 the SEA contracted medical hard cap would increase by \$750 per member.
  - \*\* If district enrollment is 900-906 the SEA contracted medical hard cap would increase by \$500 per member.
  - \*\* Increase to the cash in lieu of \$120 if any of the above are implemented.
- Increase ancillary insurance amounts to cost if student count is at, or above 900.**

2019-20

- Percentage increase of 1% if Fund Balance as a percent of revenue is at or above 8.5%  
Steps and Longevity granted if Fund Balance as a percent of revenue is at or above 9.25%

2020-2021

- Remove Step 1, added \$1,000 to new step 26
- Provided back steps (up to 3) as defined in back step doc
- Step increase provided
- 2% base salary increase to all steps
- Ancillary cap to cost (as of Jan. 1, 2020 rate)
- Medical Insurance increased up to state hard cap (as of July 1, 2020 cap)

2021-22

- Financials will be negotiated as part of a contract re-opener. (Opener attached to this contract)

\*Longevity Step at steps 16, 21, and 26

1. +18 and +30 are University/College credits or earned State Continuing Education Clock Hours (SCECHs) from workshops. Twenty-five (25) SCECHs will be the equivalent of one college credit hour. SCECHs will require prior approval by the building principal.
2. Credit hours can be earned by acquiring college credit that relates to educational theory, classroom management, relates to the subject area being taught by the member, or works towards the member earning a new area of certification, or educationally relevant specialty. State continuing Education Clock Hours (SCECHs) count equivalent to a credit hour at the ratio of 25 SCECHs to 1 credit hour.
3. To earn the “BA +30” designation (considered equivalent to a master’s degree) the employee must have earned 30 hours beyond their bachelor’s in an approved master’s program, or in an educationally related classes as defined in section 2, but those classes must be at the graduate level.
4. Likewise, to earn the “MA +30” designation (considered equivalent to a specialist degree) the employee must have earned 30 hours beyond their master’s in an approved specialist program, or in educationally related classes as defined in section 2, but those classes must be at the graduate level.
5. Credits for the “BA+18/MA+18” designations can be earned in any fashion, including graduate classes, undergraduate classes, and SCECHs, as long as they meet the criteria detailed in section 2.
6. A member’s lane should reflect the total quantity of education credits they have earned regardless of the order in which credit was earned.
7. It shall be the responsibility of the member to submit to the district central office appropriate documentation (official transcripts) and notice of lane change. The district shall have the 10 working days upon receipt of all materials to approve the lane change, or inform the member why their credits do not merit a lane change.
8. Once the district has approved a lane change, the lane change will have occurred the date that all materials were received.
9. Bargaining unit members are eligible for Step 16 upon completion of 15 years of service at Saranac Community Schools, for Step 21 upon completion of 20 years of service at Saranac Community Schools, and for Step 26 upon completion of 25 years of service at Saranac Community Schools.

**SCHEDULE B**

A. Athletics (based on Bachelor's Schedule)

1. Football, varsity.....	10%
2. Football, head junior varsity.....	7
3. Football, assistant.....	6
4. Basketball, varsity.....	10
5. Basketball, junior varsity.....	7
6. Basketball, 9 <sup>th</sup> .....	5(self-funded)
7. Baseball & Softball, varsity.....	8
8. Baseball & Softball, junior varsity.....	6
9. Track, varsity.....	8
10. Assistant track.....	5
11. Volleyball, varsity.....	8
12. Volleyball, junior varsity.....	6
13. Wrestling.....	8(self funded)
14. Cross country.....	8
15. Golf.....	8(self-funded)
16. Cheerleading, varsity.....	.8/season(self-funded)
17. Cheerleading, junior varsity.....	.4/season(self-funded)
18. Cheerleading, freshman.....	.3(self-funded)
19. Junior high coach.....	.5(self-funded)
20. Soccer, varsity.....	.8(self-funded)

B. Activities (based on the employee's base scale)

1. Middle School Athletic Director.....	5%(self-funded)
2. Music Director.....	10
3. Play Director (per play).....	5(self-funded)
4. High School Student Council Sponsor.....	7
5. Middle School Student Council Sponsor.....	7
6. FFA Sponsor.....	7
7. Honor Society Sponsor.....	7

C. Other

	<u>2016-2017</u>
1. Split level grades/classes	\$980.02
2. Driver education/other non-contractual teacher responsibility time	24.92
3. Substitute during prep period	26.67
4. Junior class sponsor	473.67
5. Destination Imagination Coordinator	1,970.89(self-funded)
6. Destination Imagination Coach	1,313.58(self-funded)

**An Agreement** to reexamine described aspects of the tentative contract agreement between the Saranac Education Association, and the Board of Education of the Saranac Community Schools

**Whereas**, the Saranac Education Association (SEA), recognizing that the coming of the COVID-19 Pandemic has caused considerable damage to the state's economy, including reduced tax revenues that was unforeseen, and unforeseeable at the time this agreement was originally negotiated, and...

**Whereas**, the SEA recognizes that this has created uncertainty with regard to the medium-term state aid that the Saranac Community Schools (the Board) can expect to receive. The SEA is willing to renegotiate the base salary (Schedule A) of the second year (2021-22) of the contract once the budgetary picture has become more clear. The first negotiating session between the SEA and SCS will occur no earlier than March 1st, 2021, and no later than May 1st, 2021; and...

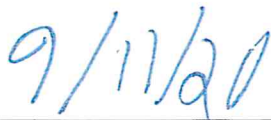
**Whereas**, the Board recognizes that the current financial condition of the Saranac Community Schools remains strong, and that the re-negotiating of a tentative agreement at the board's behest is highly unusual. The Board re-affirms its commitment to all other elements of the tentative agreement, including:

1. all language changes contained in the TA,
2. all changes in medical and ancillary insurance premium contributions in the TA,
3. all financial changes in year 1 (2020-21) of the TA including step changes and base salary increases,
4. the step changes agreed to in year 2 (2021-22) of the TA. and;

**Whereas** before ratifying the tentative agreement with this Letter of Agreement included, the Board will first take a vote at a public meeting to ratify the original TA of the contract. If the vote passes, this agreement will become moot. If that vote fails, then the board can consider for ratification the tentative agreement of the contract, including this letter of agreement.



James McRae, President,  
Saranac Education Association



Date



Jason Smith, Superintendent,  
Saranac Community Schools



Date



## LETTER OF AGREEMENT

### COVID 19 Pandemic Coverage for the 2020-2021 School Year

The Saranac Education Association and the Saranac Community Schools Board of Education have agreed to the following for the 2020-2021 school year.

Due to the unexpected and unpredictable nature of the COVID 19 pandemic and the need to keep the school a safe place for students and staff, it is agreed that:

1. Saranac Community Schools will require masks to be worn at all times (except when eating or when outdoors) when on any part of the SCS campus, by all staff and 6th - 12th grade students. For students Pre-K - 5th grade mask wearing will be modeled, encouraged, and shall be the expectation for all students to strive to adhere to. If state law shall require mask wearing by younger grades, then the mask requirements of this provision shall apply to those grades as well.
2. Saranac Community Schools will apply disinfectant materials (wipe, spray, etc.) to all chairs, desks, locker handles, doorknobs and door handles, sinks, and other school surfaces commonly touched by staff and students by custodians, between each school day. Further disinfecting as required by state law will be carried out by administrators, custodians, teachers, other staff, and students (where allowable).
3. Saranac Community Schools will certify, or an outside agent, that all air-quality systems are functional in all SCS learning spaces and meet the recommendations for indoor air quality for the start of the school year.
4. Saranac Community Schools will provide uncouncted (that is, time that does not count against sick or personal days) sick-time for any teacher who has been quarantined by a public health agency and/or doctor for the duration of the recommended quarantine.
5. Saranac Community Schools will provide uncouncted sick time, and the abrogation of any expectation to provide sub-plans for any teacher who has tested positive for COVID-19 until they have gone 14 days without symptoms, or they receive a negative test. (The teacher may, and is encouraged to, provide their own sub plans if they are capable of doing so without undue stress or exertion.)


Administration may ask for documentation of a positive test. Saranac Community Schools will provide comp. time to any teacher(s,) with prior administrative approval, who develops lessons for a teacher who is absent due to a positive coronavirus diagnosis. Teachers will be responsible to record time on task.


This will be in addition to the comp. time earned by these staff or others who provide in-person coverage for absent teachers.


6. Saranac Community Schools will provide uncounted sick time for any teacher who develops symptoms of COVID-19, provided that they immediately arrange (same day) to be tested, and return to work immediately when symptoms subside, or a negative test is returned. The district may reserve the right to ask for documentation that a test was performed from sick teachers to demonstrate good faith.
7. Saranac Community Schools will remove from the learning environment any student who has tested positive for COVID-19 or displays the symptoms of COVID-19 per health department guidelines, student may return based on guidance from the Health Department and/or medical doctor. No teacher will be required to supervise, or come in close contact with, any student after it has been determined that student is displaying a symptom of COVID-19
8. Saranac Community Schools will prohibit any but essential personnel (this is per administration approval) from entering the school building (except the secure vestibule) during school hours, and will make every practical effort to hold essential meetings with outside persons before or after the school day, or digitally.
9. Saranac Community Schools will, as a condition of enrolling in in-person instruction, expect that families will allow the district to conduct a non-invasive, non-contact temperature and health screening of their child. Those with temperatures above 100.4°F will be referred to the office for evaluation and possible parent/guardian contact.
10. Saranac Community Schools will provide PPE for all students and staff including masks, hand sanitizer, disinfecting spray or wipes, and single use cups for students/staff to use at bottle filling stations. Alternatively to providing masks, the district may provide teachers with an allowance to provide masks for themselves that shall be no less than \$50.

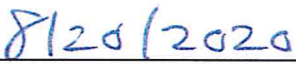
11. Saranac Community Schools will provide at least 6 hours of professional development for all staff on best-practices of online teaching before October 31st.
12. Saranac Community Schools will provide, to the greatest extent possible, whatever devices and equipment are requested by teachers(eg. air filters, partitions, desks instead of tables), to enable teachers to socially distance their classrooms.

The provisions stated above shall remain in effect until June 30th, 2021. All provisions of the current CBA not explicitly redefined or amended above, will remain in effect. If either the Saranac Education Association or the Saranac Community Schools wishes to re-negotiate any of the provisions of this agreement, or other provisions of the CBA that may be impacted by the circumstances of the COVID-19 pandemic, or changes to law, they may schedule a negotiating session to re-open this agreement at any time, provided any amendment to this agreement is agreed on by both bargaining teams, and is ratified by the Saranac Education Association, and the Saranac Community Schools Board of Education.

  
\_\_\_\_\_  
Association Representative

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Date