

THE COMPACT  
of  
PROFESSIONAL EDUCATORS  
between  
THE SAGINAW EDUCATION ASSOCIATION  
and  
THE BOARD OF EDUCATION OF THE  
SAGINAW SCHOOL DISTRICT

2008-2013

Saginaw, Michigan

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**I. PURPOSE**

The purpose of this Compact is to help us meet the challenges of a rapidly changing environment in public education. It is a reality that Saginaw Schools must now compete for students in order to survive and prosper. That requires us to continually to improve education outcomes for the students, parents and community members who are our partners and our customers. The parties agree to collaboratively and continually address issues that will improve and sustain student achievement. It requires us to foster collegial work relations to support teamwork, innovation and customer service. This Compact is our attempt to describe plainly the things we must accomplish together and the improved professional work relations we must have in order to accomplish them.

**A. Objectives and Goals**

The objectives of the Saginaw School District are properly set forth in the evolving Strategic Plan for School Improvement. They include (1) curriculum improvements tailored to the Graduate Standards, (2) effective site-based school management, (3) partnerships with students, parents and the community, and (4) professional development of teachers. This Compact supports Plan objectives by aiming to accomplish six specific things:

- c engender stable and collaborative work relations through the leadership of the Professional Studies Committee ("PSC");
- c promote effective School Quality Teams ("SQTs") aligned with the Strategic Plan;
- c improve teaching and administrative quality through recruitment, hiring, mentoring and professional development;
- c enhance learning outcomes through lesson planning and achievement monitoring aligned with education benchmarks;
- c build effective parent-student-teacher partnerships through enhanced teacher accessibility and professional responsibility; and
- c pursue enrollment growth through customer satisfaction, marketing and competitive outreach.

## **B. Professional Collaboration**

The principle goal for this Compact is that we learn together to successfully engage each new challenge facing public education. That is the difference between this and the labor agreements which have preceded it. With this Compact we are entering into a dynamic relationship. It recognizes that teacher professionalism is the principle resource for achieving the goals and objectives of the Saginaw School District. It secures teacher involvement in the institutions which manage change including but not limited to, the Professional Studies Committee, School Quality Teams, and the Compact Maintenance Committee. It calls on teachers to exercise greater professional responsibility for the success of learning outcomes and public support. It promotes the ideal that a chief mission of administrators is to support professional educators in effective interaction with the students, parents and community they serve.

The method we have chosen to pursue these goals is professional collaboration among teachers and administrators -- a relationship of mutual respect, open communication, consensus-building, mutual aid and innovative problem-solving. In place of extensive rules restricting our ability to adapt to change, this Compact provides joint teacher-administrator councils to collaborate on what our innovative adaptations should be. Instead of internally focused disputes over authority, it focuses on mutual support to meet external challenges.

## **II. THE PUBLIC, THE BOARD AND SEA**

The Board of Education ("the Board"), the Saginaw Education Association ("SEA"), administrators and teachers will all promote the education objectives and goals of the District, professional service, worklife harmony, mutual trust, collaborative decision-making and responsible issue resolution.

The responsibility and authority to operate the Saginaw School District resides in the Board of Education as duly elected representatives of the citizens. Through its duly appointed Superintendent and administrators, the Board will define, communicate and implement the objectives and goals of the District. It will lead and direct professional education activities. It will provide resources and equipment for the safe and effective delivery of education services. It will accomplish these things through the exercise of all the rights and prerogatives provided by law, associated with administration and exercised by it. The exercise of judgment and discretion by the Board and its administrators made in good faith and for valid reasons, not in conflict with this agreement, shall be upheld.

The responsibility and authority of bargaining representative for Saginaw teachers and other employees within its historical work jurisdiction resides exclusively with SEA under the terms of applicable laws. SEA will represent the views of teachers in the bargaining unit. It will consult regularly with the Superintendent and senior administration on the strategies and policies to promote this Compact and education excellence. It will work together with the Human Resources Department to administer this Compact. It will appoint teachers to joint teacher-administrator councils as provided herein.

Upon SEA certification of membership or agency status and checkoff authorizations, the District will deduct monthly from each eligible employee's pay and remit to SEA an amount equal to the authorized monthly dues, PAC and other contributions for each employee, subject to applicable law.

### **III. THE BASIC COMPACT**

The Board will retain and compensate teachers and other unit employees, and will respect the Professional Rights of each, as provided in this Compact. SEA, its teachers and other unit employees will support the Purposes of this Compact and attendant objectives and goals. Each teacher will faithfully discharge his or her Professional Responsibilities.

There will be no termination or discipline of a tenured teacher or other non-probationary unit employee without just cause. There will be no lockouts, strikes, slow downs or other disruption or interruption of work. The parties pledge their best efforts to collaborate professionally and meaningfully to advance the Strategic Plan and the purposes of this Compact.

### **IV. PROFESSIONAL RIGHTS AND RESPONSIBILITIES**

The success of Saginaw Schools rests in large part on the pride, integrity and accountability of our professional educators. Collegial relations among us depend on these same values. It is fundamental to these values that each of us remain individually committed to both high standards of Professional Responsibility and mutual respect for Professional Rights. Among these are the following:

#### **A. Professional Responsibilities**

It is the Professional Responsibility of each teacher and administrator:

- to model the high standards of personal appearance, speech and behavior we wish to inculcate in our students;
- to provide students the respect, discipline, sensitivity and attention essential for good learning;
- to maintain knowledge of fundamentals and current developments in the disciplines relevant to teaching assignments, and to engage in continuing professional development toward that end;
- to be well prepared for teaching through daily and long range written lesson plans demonstrably related to learning benchmarks;
- to devote the requisite hours of professional time to teaching responsibilities during the academic year;
- to use our best efforts to form supportive teams with the parents of our students and to be accessible at reasonable times convenient to them;

- to cooperate actively in accomplishing the goals of School Quality Teams and the Professional Studies Committee; and
- to respect the Professional Rights of colleagues, to treat them with the goodwill we expect in return and to provide mutual support in all reasonable measures to improve education in the Saginaw Schools.

### **B. Professional Rights**

It is the Professional Right of each teacher and administrator:

- to be treated with respect;
- to be informed of District and school objectives and goals;
- to be engaged in a professional, collegial, collaborative and problem-solving fashion with respect to work duties and performance;
- to have ready access to principals and administrators for the purpose of addressing school matters in a candid and authentic way;
- to participate personally or through duly selected representatives in School Quality Teams and the Professional Studies Committee,
- to be evaluated regularly and constructively in a manner aimed at encouraging development of individual potential;
- to participate in improving educational methods; and
- to participate in Issue Resolution procedures and be accorded the due process provided therein.

### **V. COLLEGIAL DECISION-MAKING**

This Compact endorses the Saginaw School District's two-tier system for planning and administering education improvement. This involves a District-wide Professional Studies Committee ("PSC") to consult on policy matters and School Quality Teams to adopt and implement individual school quality plans aligned with the District-wide Strategic Plan.

## **A. The Professional Studies Committee**

The Professional Studies Committee will be composed of sixteen (16) members, appointed in equal numbers by the Superintendent of Schools and by the President of SEA. The PSC is intended to be the principle forum for continual discussions and consensus decisions among teachers and administrators respecting education and worklife policies. Its purpose is to assure positive union-management relations, to preserve the integrity and intent of this "living agreement," and to advance the shared objectives of this Compact. It is not intended to resolve day-to-day grievances or matters of the kind that can be referred to the Issue Resolution system. It may advise, support and consult with School Quality Teams in their independent development of education programs consistent with the Strategic Plan. Subject to this Compact and the lawful authority of the Board, the PSC shall adopt a Charter defining its jurisdiction consistent with the following responsibilities and procedures. The PSC Charter is attached to this Compact.

1. **Responsibilities** The responsibilities of the PSC are:
  - to maintain the integrity of the Compact between SEA and the Board;
  - to advance the Strategic Plan in cooperation with School Quality Teams;
  - to bring education policy issues to the attention of the Board;
  - to review systems for hiring, professional development and dispute resolution;
  - to select and oversee joint education task teams;
  - to provide an open forum for professionals to discuss issues important to the Saginaw Schools;
  - to consult on new or modified administrative guidelines effecting teachers;
  - to assist School Quality Teams who are unable to find consensus on issues; and
  - to guide the evolution of Saginaw Schools' work culture toward greater collaborative excellence.
  
2. **Procedures** The PSC and each of its members will make every reasonable effort to reach decisions on a consensus basis. Consensus is understood to mean that circumstance where (a) each member believes that, after full and fair opportunity to be heard, he or she understands the views of others and is in turn well understood by them, and (b) whether or not the choice being made is the one he or she most prefers, it is acceptable as the best option for the group as a whole at that time. If the Chair determines that a necessary decision can only be reached by a vote, agreement of at least nine (9) members present at a regularly scheduled meeting will constitute the decision of the PSC.

The parties intend that deliberation of a matter by the PSC and/or the CMC satisfies all obligations to bargain. Failure of the PSC to reach a decision in such a matter therefore shall not prevent the parties from exercising their rights under this Compact provided that such exercise does not violate any provision of this Compact.

Subject to Board approval, the PSC may modify or amend this Compact during its term to effect the intent of the parties; provided that no such PSC modification or amendment shall remain in effect for more than twenty-four (24) months without ratification by the SEA membership.

### **B. School Quality Teams**

Each school will have a School Quality Team and Plan as provided by law and determined by the School District. The purpose of each SQT is to promote the collaborative involvement of the school's professionals in the development, endorsement and implementation on a written School Quality Plan aligned with the District-wide Strategic Plan.

A SQT will consist of the building principal and teacher representatives selected by a method determined by the school, subject to approval of the District. SQTs should be of sufficient size and inclusiveness to fairly reflect the views and interests of the professional staff. SQTs shall also consist of support personnel, parents, and community representatives chosen by the principal after consultation with the teacher co-chair.

SQT meetings will be co-chaired. SQT co-chairs shall include the principal, teacher(s) and perhaps others. Each SQT shall meet no less frequently than monthly.

1. Team Effectiveness. Each SQT will be provided an annual in-service in team effectiveness and collaborative decision making by a professional approved by the PSC. The SEA building representative will be included in this training. Appropriate, additional training will be made available by the PSC upon request of the principal or the SQT Team.
2. Innovation. A chief advantage of the SQT-based SQT model is that it allows broad diversity and innovation in approaches to education improvement. SQTs shall have the authority to do the following:
  - a. Monitor the implementation of District-wide curriculum and instructional programs and procedures.
  - b. Schedule SQT meetings. Each building will establish a protocol for SQT meetings that will include: when meetings will take place, the time of the meeting, how the meeting will be chaired, how issues will be decided on at the building level when consensus cannot be reached, and how SQT will work with the rest of the staff. If there is a disagreement between the principal and other members of the SQT, the matter will be referred to the PSC for resolution. In the event the PSC does not reach a consensus on the matter, it will be referred to the Superintendent for decision. This protocol will be submitted to the co-chairs of the PSC after it is signed by SQT and staff members.



- c. Gather and synthesize the professional development needs of the staff aligned with the goals of the building plan. Schedule planned professional development activities for the building consistent with the school calendar.
- d. Choose mentors as needed, ensuring that the mentors chosen match the high quality standards in the mentor guidelines.
- e. Develop and/or oversee the building budget within the framework of the funds allocated. SQTs co-chairs will make a monthly building budget report to the SQT and the staff.
- f. Address issues of scheduling and team teaching.

So long as SQTs operate consistent with the Compact and Board policy, they are encouraged to innovate to improve educational performance and customer service. The PSC may grant selected waivers of Compact terms as it deems appropriate. If a co-chair believes the SQT is not fulfilling its responsibilities, the co-chair shall refer the matter to PSC for intervention.

3 Maintaining and Increasing Student Enrollment. Each School Quality Plan shall contain the goal, "Maintaining and Increasing Student Enrollment." To meet this goal, the plan should address and specify:

- a. The roles and responsibilities of all adults in the building for creating and enhancing a building atmosphere which welcomes and values parents and community, including:
  - A process for maintaining regular, positive contact with the parents and families of all students in the building.
  - A process for identifying, contacting and recruiting students new to the attendance area.
  - A process for identifying, contacting and recruiting possible school of choice students.
- b. A set of measures to monitor progress toward meeting this goal.
- c. A process for sharing results with staff on a regular basis, including monthly enrollment data.
- d. An exit interview process for all parents and students who leave the building.
- e. A process for identifying and delivering any staff training felt necessary to assist in achieving the goal.

### **C. Issue Resolution**

The success of our mutual relations under this agreement depends on our commitment to address issues in a fair and responsible way.

Our intent is that issues which arise between District employees should, whenever possible, be resolved directly between them consistent with shared professional values. There is no limit on the nature of issues which may be raised among employees; provided that failure to retain or reemploy a probationary teacher at year's end or claims pursued under the Teacher Tenure Act or other legal or statutory procedure shall not be considered discipline and shall not be eligible for Issue Resolution. In instances of discipline affected employees are assured "due process." SEA representatives may participate as SEA chooses in any phase of Issue Resolution.

1. Procedures. It is expected that worklife issues will normally be addressed according to the following procedures. Time limits may be waived by agreement of SEA and the Superintendent or his/her designee.
  - In the first instance, issues should be promptly addressed through informal problem-solving conferences between the people involved. An issue should be raised within thirty (30) days from the date on which the person initiating the issue knew or should have known of the underlying facts giving rise to it.
  - Issues not satisfactorily addressed by informal means may be promptly reduced to writing by any person involved and referred to the Issue Resolution Council (IRC), which shall convene an informal hearing on each individual matter within thirty (30) days after receiving it. Participants in the hearing will include the persons involved, an SEA representative and the designated representative of the Superintendent. A building level administrator will be assisted by a representative from the Human Resources Department or their designee.
  - The participants shall make all reasonable efforts to resolve the issue by agreement.
  - If the matter is not resolved by agreement, the Superintendent's designee shall render the written decision of the IRC within ten (10) days of the hearing. The IRC decision shall not constitute a precedent, but shall be final and binding unless SEA determines that it should be appealed to arbitration.
  - An arbitration appeal of a decision by the IRC may be made only by SEA, within ten (10) days by written notification to the Human Resources Department. The appeal will clearly identify the issue(s) involved and the resolution requested.
  - Arbitrations will follow the procedures of the American Arbitration Association or such other procedures as SEA and the Superintendent may agree.
  - The decision of the Arbitrator, if within the scope of the Arbitrator's authority and this agreement, shall be final and binding. An arbitrator may not overturn or

disturb a decision of the IRC unless that decision was arbitrary and in bad faith or in violation of this agreement; and an arbitrator may not add to, subtract from or modify the terms of this agreement. Backpay shall not be awarded beyond sixty (60) days prior to the written filing of an issue.

- SEA and the Human Resources Department will bear their own costs of arbitrating and the fee of the arbitrator shall be divided equally between them.
- SEA and the Human Resources Department may agree to such programs and intervention of facilitators, mediators or other alternative dispute mechanisms, as part of this Issue Resolution system, as they deem appropriate.

- 2 Due Process. "Due Process" means the right of an employee to have clear and timely notice of any charge against him or her, to participate in Issue Resolution procedures, to have the assistance of an employee or SEA representative of his or her own choosing, to speak on his or her own behalf, to obtain relevant documentary information and to confront adverse witnesses in an orderly hearing if required.

#### **D. Annual Comprehensive Needs Assessment**

Each building will complete an annual comprehensive needs assessment. A survey will be filled-out by the principal and the SEA building members. It will be a tool for in-building improvement. A copy will be sent to PSC for their review and to provide assistance to buildings when necessary.

### **VI. EDUCATIONAL EXCELLENCE**

It is inevitable and appropriate that the success of the School District and our professional relations will be judged by the educational outcomes delivered to our customers -- the students, parents and community we serve. Toward the objective of constantly improving those outcomes, SBE, SEA, teachers and administrators alike pledge our mutual support of one another in steadily improving the quality of learning through the following agreed systems and methods.

#### **A. Professional Talent**

Continually improving the talent of professional staff and effectively deploying that talent is the key to education improvement. Improving talent requires recruiting, retaining and developing good new teachers. It requires further development of the solid professional talent Saginaw now enjoys. Effectively deploying that talent requires professional commitment and versatile teamwork at the individual school level.

- 1 Recruiting. The Superintendent will inform the PSC of the District's needs for recruitment and hiring of professional teaching resources. It is recognized that SEA and incumbent teachers are effective resources in recruitment. It is expected that they will actively

support reasonable requests to participate in direct recruitment efforts as part of their Professional Responsibilities. The parties specifically agree that the Board may in its discretion provide signing bonuses, relocation allowances or other one-time incentives to attract individual teachers of particular skills or characteristics it deems important to the District. The initial teaching assignments of newly hired professionals will be made by the Superintendent.

a. Minimum Requirements. To be hired, teachers must possess a Bachelor's Degree in: (1) Michigan Elementary Provisional, (2) Michigan Secondary Provisional, (3) Michigan Vocational Certification, or (4) the equivalent of the foregoing.

b. Probationary Period. Unit employees who are not tenure eligible shall be subject to a four (4) year probationary period.

2. Mentoring. Effective mentoring of new teachers in their first three years is critical to the retention and development of quality teaching talent. The responsibility for providing this mentoring belongs to the SQT where the new teacher is assigned. Each SQT Plan will include a mentoring program for each probationary teacher assigned to that school. Each individual mentoring program will conform to standards set by the PSC and will include, at a minimum:

- the professional(s) accountable for mentoring the probationary teacher;
- a general schedule of contact time between them, including in-class exposure; and
- particular skills or other attributes on which the mentor intends to focus.

The particular methods and means for selecting and providing mentors are the prerogative of the SQT. Each SQT will be provided an annual mentoring budget of \$500.00 per teacher being mentored. Among the means an SQT may use for mentoring are designation of "Master Teachers," stipends for volunteers, pooling mentor allocations to retain "full-time" mentors and mentor teams. Teacher time devoted to mentoring is viewed as a credit to Professional Responsibility time and professional development commitments.

3. Professional Evaluations. Regular and constructive performance evaluation is a valuable tool in professional self-analysis and the guidance of professional development activities. Evaluations, IDPs and Improvement Assessments are not subject to the conference or hearing procedures of the Issue Resolution system.

a. Probationary Teachers. Evaluation of probationary teachers is the responsibility of the principal, in consultation with the Tenure Committee for the school or program to which the teacher is assigned. The Tenure Committee should be composed of the principal/administrator and at least two (2) experienced peer teachers, selected in consultation with the SQT if applicable. In consultation with the Tenure Committee, the principal will perform annual evaluations of each probationary teacher and will develop plans for addressing any performance

concerns. The principal/administrator is responsible for recommending to the Board whether probationary teachers should continue to be employed and/or granted tenure.

- b. Tenured Faculty. The purpose of a Performance Evaluation and/or an Improvement Assessment for a tenured faculty member is to provide the teacher candid and constructive professional feedback.

- i. Performance Evaluations. Performance Evaluations are entirely separate from Improvement Assessments and may not be used as the basis for disciplinary action.

Each tenured faculty member will be evaluated every three (3) years and at such other times as the principal/administrator may request. The evaluation is intended to be an open, informal and collegial dialogue among the professionals involved, guided by a written instrument approved by the PSC. Performance Evaluations will conclude with a brief written statement reflecting the agreement of the participants as to the topics discussed and the measures which the evaluated teacher agrees are best for his or her continued professional growth and development.

- ii. Improvement Assessment. The purpose of an Improvement Assessment is to alert a teacher to perceived concerns about his or her performance which may, unless successfully addressed, lead to disciplinary action. An Improvement Assessment will be conducted at the request of principal/administrator, with advance notice to the teacher involved. It should be based on timely information. It is intended to be a candid and forthright expression of relevant concerns and an open and professional dialogue about steps to address them. An Improvement Assessment will conclude with either the written agreement of the teacher to measures designed to address the concerns expressed or a written recommendation by the principal. Teachers may addend comments to the Assessment. Improvement Assessments may be used as the basis to support disciplinary decisions.

- c. Individual Growth Plan. The Compact calls on teachers to exercise professional responsibility for the success of learning outcomes. It further establishes a professional right for teachers to be evaluated regularly and constructively in a manner aimed at encouraging development of individual potential.

To these ends, all staff shall prepare and implement an individual growth plan which addresses at least one of the four principle components of professional practice:

- (1) Planning and preparation;

- (2) Classroom environment;
- (3) Instruction; and
- (4) Professional responsibilities.

In developing this plan, the common purpose for all Saginaw teachers is to improve student achievement. Teachers will be evaluated based on accomplishment of their individual plans. All teachers will be required as part of the evaluation process to identify and describe the student achievement data, work products, performance results, etc., that document that their plan was completed and applied. To these ends, all non-tenured teachers shall have an Individualized Development Plan (IDP). All tenured teachers will form teacher teams and collaborate with an administrator to develop a Continuous Professional Growth Plan. In developing this plan, the common purpose for all Saginaw teachers is to improve student achievement.

4. Professional Development and In-Service. It is a Professional Responsibility to maintain proficient teaching skills and to keep current with developments in relevant disciplines. It is the intent of this agreement to assist teachers in satisfying this responsibility by providing in-service opportunities tailored to teacher evaluations and professional development programs. With PSC oversight, the District will continue current District-wide in-service days of general value to the faculty. In addition, each SQT will be provided a professional development budget of \$165.00 per teacher with which to implement the building in-service opportunities in its plan.
5. Principal Leadership. Supportive and collegial leadership by principals is a key ingredient in the high-performance education environment this Compact supports. The diverse individual leadership styles we encourage should all include a devotion to the professional respect, inclusiveness, accessibility and collegial support on which our agreement rests. Leadership according to these shared professional values is a central element in this Compact.

### **B. Teacher Time**

The parties recognize that teachers devote their professional talents to the District in both structured and unstructured segments of time. We recognize further that, as demands increase to provide ever better educational results to our customers, the rigidity and uniformity of previous daily schedules has inhibited the innovations, teamwork and customer contact essential to education improvement. This Compact attempts to enhance the value of existing professional time commitments without increasing the total hours involved.

1. Professional Commitment. In addition to classroom teaching time, the teaching commitment encompasses lesson planning, grading and achievement monitoring, parent and student conferences, in-service and professional development, mentoring, supervision of co-curricular activities, faculty meetings and collegial contact. It is expected that each teacher will continue at this level of time commitment as an essential part of his or her Professional Responsibilities. Bargaining unit members are not required to "sign in" for any meetings except SQT meetings, and those meetings counted for professional development. The intent is to allow teachers productive flexibility in discharging their Professional Responsibilities:

a. Lesson Planning. The preparation of both daily/weekly and long range written lesson plans that demonstrate a connection to grade level content standards and benchmarks consistent with any applicable District pacing chart/course syllabus is a Professional Responsibility of individual teachers. The method of preparation and extensiveness of plans may vary with subject matter and teacher experience. Lesson plans are recognized as a valuable teacher's guide for instructional delivery. In preparing lesson plans, teachers will take into account what is being taught, how it is taught, and assessments of the outcomes. A substitute lesson plan of sufficient detail and clarity to enable continuity of the learning program needs to be available in the event of a teacher's absence.

b. Achievement Monitoring. The parties agree that teachers need a more efficient, user-friendly technology to assist in the time-consuming responsibility of grading and monitoring student progress against lesson plans and learning benchmarks. It is recognized that the appropriate technology should also provide teachers tools for cross-discipline coordination, team teaching and topic consolidation. Our intent is that, during the term of this agreement, the District will invest in the appropriate hardware and that each teacher will be provided the necessary equipment and training to incorporate this tool into Saginaw teaching techniques.

c. Parent Contact. A main goal of the Strategic Plan and this Compact is that we better acquaint the public with the dedication and high quality of our professional educators. To do this we must actively project teachers into positive contact with parents and the public generally. It is a Professional Responsibility of teachers to support these efforts.

Teachers are expected to make their best efforts to form a supportive learning team with the parent(s) of each student. The goal is to know the expectations of each parent and to enlist them in exceeding those expectations through effective collaboration within parent-student-teacher teams. This means both initiating

contact with each parent and being accessible at times convenient to them. It means active participation in general parent-teacher events arranged by the SQT. It is a reasonable professional expectation and responsibility that, in the absence of an emergency, meeting with parents must not be disruptive of the delivery of instruction. Normally, such meetings should be scheduled in advance. Support will be afforded bargaining unit members through the office of the principal in each building to assist in maintaining a safe and orderly atmosphere.

d. In-Service. In-service programs are one part of each teacher's responsibility to pursue continual professional development and growth of his or her individual potential. It is a Professional Responsibility to participate in appropriate District-wide and SQT in-service opportunities.

e. Faculty Meetings. It is a professional responsibility to participate in scheduled faculty meetings of reasonable time, place, frequency and duration. These may be on a District, school or specific interest group basis. Given our general concerns over the time pressures on both teachers and administrators, it is understood that every effort will be made to optimize the value and interest of such meetings for those required to attend.

2. School Schedules. Our intent is to provide school schedules which satisfy all legal requirements to obtain full state aid and at the same time provide additional flexible in-building time for planning, customer contact and professional teamwork.

a. Calendar. The Calendars for the academic years covered by this agreement are set forth in Exhibit "A." The calendar each year will have 180 days of instruction and 187 teacher workdays (190 for new teachers). School will not be in session on Martin Luther King Day nor will it be a teacher duty day. Professional development will include 2-1/2 days at the start of school, one full day during the school year, and three blocks of three hours each after school at the building level. The parent-teacher conference schedule at the elementary level each semester will consist of a half-day of instruction (190 minutes) and a half-day of PPC followed by two half-days of instruction (190 minutes) and two afternoons and one evening parent-teacher conferences. There will be at least one evening parent-teacher conference each semester at each school in order to respond to the needs of our customers (i.e., parents). Evening will be defined at least as a three-hour block of time between the hours of 4:00 p.m. and 9:00 p.m., depending on the needs of our customers, i.e., the parents/grandparents, guardians, etc. It is the intent of the parties that the Saginaw School system will in each academic year provide required instructional days/hours, and the PSC may amend the calendars to conform with this intent.

b. Building Hours. The normal workday for teachers will be scheduled between 6:45 a.m. and 5:30 p.m. by the principal, in consultation with the SQT, to cover instruction time required to receive full state aid, a forty (40) minute lunch period, ten (10) minute post-instructional supervision time, and common and individual planning time as set forth below, to be used for such things as planning,



preparation, meetings, IEPs, and conferences. Non-instructional time not required for daily in-building duties may, by agreement of a teacher and principal, be rescheduled from day-to-day and week-to-week to accommodate group meetings or other professional responsibilities. Common planning time (CPT) is to give staff time to collaborate in teams about teaching, learning and instructional issues. The use of CPT for required meetings should not exceed two (2) times per week. All meetings scheduled during CPT will be scheduled through the SQT.

Elementary. Each elementary principal and SQT shall develop a weekly schedule for 205 minutes of common planning in meaningful blocks of time for the following school year. Such schedule must be submitted to the Assistant Superintendent of Instruction and the PSC by June 1st each year.

The schedules of elementary classroom teachers will also provide an average 2-1/2 hours/week of planning release time.

- Middle School. The same process will be followed at the middle school where each principal and SQT will develop a weekly schedule for 220 minutes of common planning time. In addition, middle school teachers will be scheduled for planning time equal to one (1) class period.
- High School. High school teachers will be scheduled for common planning time of fifteen (15) minutes (and as much as fifty (50) minutes if the high schools are reorganized) and an individual planning time equal to one (1) class period.

Effective with the 2004-2005 school year, the high school day will be restructured to provide a regular weekly 50-minute block of common planning time.

Consistent with overall scheduled time commitments, the PSC may approve SQT plans for alternate building schedules.

- c. Saginaw Career Complex (SCC) and Saginaw Arts and Sciences Academy (SASA). So as to allow the District to collect the maximum allowable state aid per pupil, the District and the SEA, through the CMC, will work together to adjust instructional segments at the SCC and SASA resulting in at least one-half the hours required by the state in any particular year.

### **C. Teaching Assignments**

Teaching assignments are the responsibility of the Principal within each school. Principals will give incumbent teachers as much notice as practicable of their tentative teaching assignments and programs for the following academic year, preferably prior to June 1. Principals may effect mid-term assignment changes to meet instructional requirements and student needs. Teachers should normally not be assigned outside their major or minor fields of study unless necessary; nor will

they be assigned outside the scope of their teaching certificates or qualifications except on a temporary basis or for good cause. Teachers are responsible for maintaining their current certifications on file with the Human Resources Department.

1. In-School Reassignments. Subject to instructional requirements and student needs, preference for reassignment to open positions within a school will be on the basis of district-wide length of service among qualified teachers with at least one (1) year of service in the building.
2. Inter-School Transfers. Teachers may be transferred from school to school on an involuntary or voluntary basis. The parties recognize that voluntary transfers are preferable to involuntary ones. We also recognize, subject to instructional requirements and student needs, that district-wide length of service should be the determining criterion. Transfers to special assignments may be made without regard to length of service (see Exhibit B). Some transfers for administrative purposes may be necessary.
  - a. Involuntary Transfers. Involuntary transfers should normally be confined to school closings, program reductions, declining enrollment, unanticipated instructional needs, lawful racial balancing or balancing of experience among buildings. Subject to instructional requirements and student needs, selection of involuntary transferees for suitable assignments should be, among those qualified, in order of the least district-wide seniority within the affected building, department and/or program.
  - b. Voluntary Transfers. A teacher wishing to transfer schools for the following school year should file a written request form to do so with the Human Resources Department by the end of the first semester, specifying the school and grade or subject desired.

Once openings due to new positions, death, retirement, resignation or administrative transfers are identified at the end of each academic year, the list of opportunities will be published and timely written requests of qualified teachers with three (3) years of service will be granted in order of district-wide length of service within the following priority groups: those displaced by involuntary transfer, those with current teaching assignments, those returning from leave, those returning from layoff. Teachers should not be voluntarily transferred more than every two (2) years. Openings occurring after the end of the academic year (i.e., last student day) will be filled as the District chooses.

3. Pilot Program. A limited number of Special Education teachers will be allowed to transfer out of Special Education into vacancies in the Regular Education program for which they are certified and qualified. Transfer requests will only be allowed every other year unless all Special Education vacancies are filled with certified, qualified teachers. Preference will be given in accordance with seniority, provided the teacher must have at least seven (7) years of service with the Saginaw Public Schools as a Special Education teacher. The number of teachers allowed to transfer will be based on the number of existing vacancies in effect on July 1st of the year in which the transfers are to be granted,

using a sliding scale. If there are seven or more vacancies on said July 1st, a maximum of three (3) transfer requests will be granted. If there are six (6) vacancies, a maximum of four (4) transfers will be granted, etc., with a maximum of up to ten (10) transfer requests granted if there are no vacancies. At the end of two years, a teacher who has transferred from special education to regular education under the provision will be subject to involuntary transfer back to a vacant special education position for which he/she is certified and qualified. Said teachers will be required to maintain his/her special education certification while transferred to regular education position.

4. Special Assignments. Special assignments are those listed in Exhibit "B." Persons available for voluntary transfer to such positions should file the appropriate written form with the Human Resources Department. Timely written requests by qualified applicants for transfer to special assignments will be granted at the discretion of the Superintendent, in consultation with the PSC, without regard to an applicant's length of service.
5. Class Size. Whenever feasible under the circumstances, the ratio of students to teachers in regular instructional programs should conform to the Class Size Objectives set forth in Exhibit "C." The standards may be modified, and exceptions to them may be made, by the Superintendent in consultation with the PSC, for educational purposes such as avoiding split-grades, specialized or experimental instruction (e.g., team teaching), improvement of instructional methods, distribution of students by attendance areas or any other valid reason.
6. Special Education. The parties recognize that the demands of Special Education on the District, including instruction of at-risk, mainstreamed or inclusion students, require innovative approaches and devoted collaboration among professionals. Intensive early language development, compensatory education, disciplined assessment and referral practices and team-teaching are recognized as valuable and essential tools in addressing these needs. A chief objective of this Compact is to encourage these adaptations in the regular education program in order to optimize learning outcomes for all students within the regular classroom framework. Conscientious support of these plans is a Professional Responsibility.
7. Length of Service. Teachers accrue district-wide length of service (LOS) at the rate of one (1) month per active academic month of service from their date of hire. To be given seniority credit for such a month, the teacher must have actively worked at least 50% of the scheduled workdays in that month. LOS does not accrue during leave or layoff; and accumulated LOS expires after three (3) years layoff for tenured teachers (one (1) year for non-tenure teachers). A teacher whose LOS has expired shall no recall rights under this agree. In the event of a tie in LOS between two (2) or more teachers, the earlier date of hire shall be considered to have greater LOS. In the event that two (2) or more teachers have the same date of hire, the last four (4) digits of the teachers' social security number shall control, with the teacher with the smaller such number being considered to have greater LOS. The parties will continue to publish annually a district-wide length of service list based on existing criteria. A teacher transferred to a non-unit supervisory or executive position after the ratification of this Compact by both parties shall have his or her seniority in the bargaining unit frozen as of the date of transfer. An individual who was transferred from a position in this bargaining unit to a non-unit supervisory or

executive position prior to the ratification of this Compact will have his or her seniority in this bargaining unit frozen as of the date of the date of the ratification of this Compact by both parties.

8. Layoff. Should the District determine that involuntary reduction of the faculty is necessary, probationary teachers will be laid off first in an order determined by the District. Among tenured faculty certified and fully qualified to staff positions kept active, layoffs within the affected building, grade, program or subject matter will be in order of lowest length of District-wide service. Subject to openings, recall will be in inverse order of layoff.
9. Summer School. Teaching positions which are vacant and available in the Saginaw summer school will be filled first by certified and qualified (including highly qualified if applicable) teachers who are members of the bargaining unit. 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 experience. Application by regularly employed teachers for summer school will be filed with the Superintendent or his designee at least one (1) month prior to the beginning of classes, and such applications will be renewed by the teacher for each subsequent session. Except as set forth in this Paragraph, the provisions of this Compact will not apply to summer school positions.
10. AYP. In the event the District restructures a building as a result of failure to make adequate yearly progress (AYP), the District will consult with the SEA regarding staffing protocols. The final decision rests with the Board.

## **VII. PROFESSIONAL COMPENSATION AND BENEFITS**

Our intent is that compensation and benefits be maintained at levels which recognize the Professional Responsibilities of teachers and hold the potential for rewarding improvements in learning outcomes.

### **A. Compensation Schedules**

Teachers will be paid according to the salary schedules set forth in Exhibit "D." The Board may, in its discretion, provide additional bonuses or supplements on a faculty-wide basis to reward professional performance. Compensation for special assignments, extra duties beyond the basic salary schedule, co-curricular activities and coaching riders shall be increased by one percent (1 %), as shown in Appendix F, for each school year. The coaching and co-curricular renewal clause will continue. Placement on the salary schedule and salary step movement shall continue in accordance with existing practice.

### **B. Benefits**

1. Insurance. The Board will maintain health, life and disability insurance programs for those in the SEA bargaining unit, on the terms which follow. The details of insurance

programs are those set forth in their respective Summary Plan Descriptions, which will be provided to each unit employee.

- a Health Care. The Board will make available to all unit employees, not otherwise covered, health care insurance equivalent to that under MESSA Super CARE I type coverage with a \$5 generic, \$10 brand prescription drug, a \$100/\$200 deductible, and the preventative care rider, pro-rated for part timers. Effective January 1, 2005, the District will also offer MESSA Choices II Plan (with up to a \$10 generic/\$20 brand prescription drug rider, if available). Teachers choosing to continue to take Super Care I will pay the difference in premiums between the Choices II Plan and Super Care I Plan. The District will also offer MESSA Choices II Plan with \$10 generic/\$20 brand prescription drug rider.

All teachers taking health insurance will begin to pay a monthly health insurance premium co-pay for both MESSA SuperCare I and Choices-II as follows:

	Monthly Premium Co-Pays	
	<u>MESSA SuperCare I</u>	<u>MESSA Choices II</u>
1-Person	\$310.17	\$96.93
2-Person	\$697.60	\$217.82
Family	\$775.10	\$242.00

Teachers choosing to stay on MESSA Super Care I will also continue to pay the difference in premiums. The Board shall select the insurance carrier. Employees desiring such coverage shall sign the required disclaimer form. An eligible employee may elect to reduce his or her compensation by the contributions required of such employee under this subsection in accordance with and subject to the terms and conditions of the District's Flexible Benefits Plan. Eligible employees who do not elect this coverage may elect instead to have \$125/month of active duty paid to them at the beginning of each month as additional compensation in accordance with and subject to the terms and conditions of the District's Flexible Benefits Plan.

The District shall make a one-time payment in the amount of \$300 per teacher. To qualify for the payment, the teacher must have taken health insurance from January 1, 2006 to the end of the 2005/06 school year and remain employed by the District at time of payment in December, 2006. The money will be placed in a 403(b) as worked out by the parties.

- i. Dental. Benefits will include, for full-time unit employees, a dental program providing eighty percent (80%) of Class I and II benefits with an annual maximum payment of \$1000; and a Class III orthodontic rider of eighty percent (80%) with a lifetime maximum payment of \$1300. Teacher spouses shall have one (1) coverage.

- ii. Vision. Benefits will include, for full-time unit employees, a vision care program with benefits comparable to the MESSA VSP II program. Teacher spouses will have one coverage.
      - b. Life Insurance. Regular full-time teachers will be provided group term life insurance in the amount of \$50,000, with double indemnity, accidental death and dismemberment riders, under a policy selected and paid for by the Board.
      - c. Disability. Regular full-time teachers will be provided short-term (90-day) and long-term (to age 65) disability benefits of two-thirds (2/3) the teachers' contract salary rate for enrolled teachers who have exhausted their individual sick leave benefits, under policies selected and paid for by the Board. The monthly maximum of such benefit will increase 2%/year from the current level.
- 2. Retirement. Teachers who are eligible to retire under the Michigan Retirement Law, need to give sixty (60) calendar days notice to the District. The mandatory retirement age for teachers will be the higher of sixty-five (65) or the lowest age permitted by applicable law.

Payment of unused sick leave, however, shall be made only for retirements effective on the last day of a semester and subject to the following conditions:

  - a. Individuals retiring effective at the end of the first semester of a school year must submit their letter of intent to retire and their letter of resignation at least ninety (90) calendar days prior to the end of the first semester.
  - b. Individuals retiring with an effective date at the end of the second semester of a school year shall submit a letter of intent to retire by the end of the first semester with a letter of resignation.
  - c. In instances where the Superintendent has determined there are extenuating circumstances, the terms and conditions referenced above may be waived and no grievance shall be filed to arbitration regarding the matter.
- 3. Paid Leaves of Absence. Upon reasonable advance notice under the circumstances, and written request where possible, teachers may have paid leave from their responsibilities as follows:
  - a. Sick Leave. Teachers accrue ten (10) sick-leave days on the first day of each academic year and accumulate unused days from year to year. Teachers may use such accumulated days for sickness, critical immediate family illness (five (5) days/year), death in the immediate family or household (five (5) days/year), post-adoption bonding as required by the adoption agency (thirty (30) days/year), or other emergency or essential need approved by the Superintendent (three (3) days/year). Teachers will use professional discretion in using sick days. A doctor's written verification may be required for sick days beyond five (5) per year. Independent physician examination may be required for sick leave beyond five (5) consecutive days, or if requested in contemplation of involuntary sick leave.

Upon retirement or death, a teacher with ten (10) + years of District-wide service will be paid \$80.00/day for one-half (1/2) of his or her accumulated sick days up to a maximum of one hundred (100) days.

- b. Personal Business. Upon seventy-two (72) hours notice, teachers may take two (2) paid personal business days per year, not adjacent to holidays or vacations. Notice may be waived for emergencies. No more than twenty (20) teachers or twenty-five percent (25%) of the faculty of any building may use such leave on the same day. Unused days accumulate from year to year as sick days.
  - c. Court Business. Teachers required by legal process to attend court as jurors, non-party witnesses or civil co-defendants with the Board will be paid the difference between their regular salary and any service or attendance fee for each day they are required to appear in court.
  - d. SEA Business. SEA is granted twenty (20) paid leave days/year to allocate among its representatives for attendance at State and/or National Association workshops, conferences, conventions or other business; and it may be granted more at the discretion of the Superintendent.
  - e. Discretionary. The District may in its discretion grant a teacher one (1) or more paid leave day(s) per year to attend meetings, conferences or other education related activity.
4. Extended Unpaid Leaves of Absence. Teachers may have extended unpaid leave as follows:
- a. SEA Officers. Up to two (2) teachers designated by SEA may have leave for a semester or academic year for Association business, and upon return will be treated for salary and length-of-service purposes as if they had not been absent.
  - b. Parenting. The Superintendent may grant up to one year's leave to a teacher for parenting, maternity or adoption responsibilities and shall grant such leave as and on terms required by the Family and Medical Leave Act.
  - c. Discretionary. The Superintendent may grant such other extended unpaid leave for educational, public service or other purposes as the Superintendent may in his or her discretion deem beneficial to the District.
5. Sabbatical Leave. A teacher who has completed at least seven (7) full academic years of service without interruption by sabbatical may, in the Superintendent's discretion, be granted sabbatical leave at one-half (1/2) salary for one (1) year or one-quarter (1/4) salary for one (1) semester to engage in an approved course of academic study. No more than five (5) teachers may be on sabbatical leave at the same time.

6. FMLA. In accordance with the Family and Medical Leave Act policy of the district, employees with twelve (12) months' LOS who have worked 1250 hours during the previous twelve (12) months will be granted leave in conformance with the Act. An employee unable to return to work after the twelve (12) work week period credited to the FMLA shall be eligible to continue parenting leave. FMLA leave requests must be made thirty (30) days, if practicable, in advance and FMLA job restoration rights cease after twelve (12) work weeks of FMLA leave in a twelve (12) month period. FMLA leave necessitated by a serious health condition must be supported by medical certification and the Board may require the opinion of a second health care provider. Medical, dental and visual insurance continues during FMLA. FMLA leaves shall run concurrently with any paid absence for which the employee is otherwise eligible.

### **VIII. TERMS OF AGREEMENT**

This Compact shall be in effect from July 1, 2008, until 12:01 a.m. July 1, 2013. It shall continue in effect from year to year thereafter unless, by written notice delivered by certified mail not less than sixty (60) days prior to its expiration, a party gives notice of its termination. Agreement of the parties to adjust wages or benefits shall not operate as a termination of this Compact.

**THE BOARD OF EDUCATION OF  
THE SAGINAW PUBLIC SCHOOLS**

**SAGINAW EDUCATION ASSOCIATION**

-----  
Delana Spates-Allen, President

-----  
Leann Bauer, President  
Saginaw Education Association

-----  
Mattie Thompson, Vice President

-----  
Deanna Hull, Vice President  
Saginaw Education Association

-----  
Carlton D. Jenkins, Ph.D.  
Superintendent of Schools

-----  
Sue Rutherford, UniServ Director  
Saginaw Education Association



**APPENDIX A.1  
2011-12 OFFICIAL CALENDAR  
SAGINAW PUBLIC SCHOOLS  
SAGINAW, MICHIGAN**



**2011-2012  
OFFICIAL CALENDAR**  
Saginaw Public Schools • Saginaw, Michigan

S	M	T	W	T	F	S	S	M	T	W	T	F	S
<b>AUGUST 2011</b>							<b>FEBRUARY</b>						
	1	2	3	4	P	6				1	2	P	4
7	8	9	10	11	12	13	5	6	7	B	9	10	11
14	15	16	A	18	P	20	12	13	14	A	16	(P)	18
21	22	23	(24)	(25)	(26)	27	19	20	21	22	23	24	25
28	(29)	(30)	(31)				26	27	28	29			
<b>SEPTEMBER</b>							<b>MARCH</b>						
				(1)	P	3					1	P	3
4	5	6	7	B	9	10	4	5	6	7	8	9	10
11	12	13	B	15	P	17	11	12	13	B	15	(P)	17
18	19	20	A	22	23	24	18	19	20	A	22	23	24
25	26	27	28	29	P		25	26	27	28	29	P	31
<b>OCTOBER</b>							<b>APRIL</b>						
						1	1	2	3	4	5	6	7
2	3	4	5	6	7	8	8	9	10	B	12	P	14
9	10	11	B	13	P	15	15	16	17	A	19	20	21
16	17	18	A	20	21	22	22	23	24	25	26	P	28
23	24	25	26	27	P	29	29	30					
30	31												
<b>NOVEMBER</b>							<b>MAY</b>						
		1	2	3	4	5			1	2	3	4	5
6	7	(8)	B	10	P	12	6	7	8	B	10	P	12
13	14	15	A	17	18	19	13	14	15	A	17	18	19
20	21	22	P	24	25	26	20	21	22	23	24	P	26
27	28	29	30				27	28	29	30	31		
<b>DECEMBER</b>							<b>JUNE</b>						
				1	2	3						1	2
4	5	6	7	8	P	10	3	4	5	6	7	(P)	9
11	12	13	B	15	16	17	10	11	12	B	14	15	16
18	19	20	A	P	23	24	17	18	19	A	21	P	23
25	26	27	28	29	30	31	24	25	26	27	28	29	30
<b>JANUARY 2012</b>							<b>JULY</b>						
1	2	3	4	5	P	7	1	2	3	4	5	P	7
8	9	10	B	12	13	14	8	9	10	11	12	13	14
15	16	17	A	19	(P)	21	15	16	17	A	19	P	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30	31				

**Bold indicates Student Instruction Days**

184 – Resuming Teacher Duty Days  
 187 – New Teacher Duty Days  
 178 – Student Instruction Days  
 P – Pay Days for Staff  
 B – Board Briefing Session  
 A – Board Action Meeting

( ) Teacher Duty Days – Students Not Present  
 New Teachers Only – August 24, 25, 26  
 All Teachers – Professional Development  
 August 31, September 1, November 8,  
 February 17, March 16  
 End of Semester Days – January 19 & June 7  
 Conference Make-Up Day – December 22

**EXHIBIT A.2  
2012-13 OFFICIAL CALENDAR  
SAGINAW PUBLIC SCHOOLS  
SAGINAW, MICHIGAN**

**CALENDARS TO BE INSERTED BY DISTRICT**

**(FORTHCOMING)**

**EXHIBIT B**

**SPECIAL ASSIGNMENTS**

**Article VI.C.2.**

- a Saginaw Arts and Sciences Academy ("SASA")
- b. Program for the Creative and Academically Talented ("Handley")
- c Arthur Eddy Academy
- d Compensatory Education Programs
- e Subject Area Coordinator/Special Ed Coordinator
- f New Programs
- g. Pilot Schools -- Up to five years.
- h Co-Curricular/Coaching (high school football, basketball, boys and girls)
  - 1. Arthur Hill High School Men's Basketball Coach
  - 2. Saginaw High School Men's Basketball Coach
  - 3. Arthur Hill High School Women's Basketball Coach
  - 4. Saginaw High School Women's Basketball Coach
  - 5. Arthur Hill High School Football Coach
  - 6. Saginaw High School Football Coach
- i Teacher Trainer (District-Wide/Building-Based)

**EXHIBIT C**  
**CLASS SIZE**

A. THIS EXHIBIT DOES NOT APPLY TO ADULT EDUCATION TEACHERS

**1. Elementary Schools**

Kindergarten - First Grade Classes	29
Second - Third Grade Classes	30
Fourth - Fifth Grade Classes	32
Special Education Classes	15 Per Day <sup>1</sup>
Speech Correction Classes	60 Case Load per Week
Combination-Grade Classes	25

**2. Secondary Schools**

Sixth Grade	32
English	34
Social Studies	34
General Education	34
Mathematics	34
Science	34
Language	34
Typing/Keyboarding	45
Life Skills	28
General Music	No Limit
Art	34
General Physical Education	70
Swimming	30
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
All Special Education	12 Per Session or Hour/ 60 Total Students Per Day (See Overload Pay in Section E)
Technology Education	28

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<sup>1</sup> Or as otherwise set forth by applicable law as amended by any District waiver.

All professional certified staff (exclusive of the principal) assigned to the building on a regular, full-time basis will be utilized in the middle school advisory program. Use of regular, part-time professional certified staff assigned to the building shall be at the discretion of the principal.

- B. Teachers who are assigned elementary combination classes shall be paid an additional stipend of \$275 per semester (this does not include upgraded). Said teachers who teach a combination class for less than the full day will receive a pro-rata amount. Eligibility for this combination payout shall be determined each semester by an actual combination assignment on the first Monday following the fourth Wednesday official student membership count day for the first semester. Also, the Monday following the official membership student count day in February. Payment for this assignment shall be at the completion of each respective semester. 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.

#### **C. ELEMENTARY OVERLOADS**

1. Teachers shall be paid \$13.00 per week per pupil in classes where there is one pupil over the standard for elementary classes set forth in this Exhibit. Kindergarten classes shall be considered as separate units.
2. Overloads shall be determined by actual enrollment on the first Monday following the fourth Wednesday official student membership count day and each Monday thereafter of the first semester. Overloads shall not be paid for the first four weeks of the first semester. During the second semester, overload payments will begin immediately on the first day of the second semester. Teachers absent for a period of ten consecutive workdays or longer shall not be paid overload for that period of time.

#### **D. SECONDARY OVERLOADS**

1. Teachers shall be paid \$3.00 per week per pupil in classes where there is one pupil over the standard for secondary classes set forth in this Exhibit.
2. Overloads shall be determined by actual enrollment on the first Monday following the fourth Wednesday official student membership count day and each Monday thereafter of the first semester. Overloads shall not be paid for the first four weeks of the first semester. During the second semester, overloads shall be determined by actual enrollment on the third Monday and each Monday thereafter.
3. Overloads shall be paid at the end of each semester.
4. Teachers absent for a period of ten consecutive days or longer shall not be paid overload for that period of time.

## **E. SPECIAL EDUCATION OVERLOADS**

1. Elementary Special Education teachers shall be paid \$13.00 per week per pupil in classes where there is one pupil over the standard for elementary special education classes set forth in this Exhibit.
2. Secondary Special Education teachers shall be paid \$3.00 per week per pupil in classes where there is one pupil over the standard for secondary special education classes which shall be 12 students per session or hour at the high school, as well as over 60 contacts per day, but not both (i.e., there is no compounding).

## **F. STIPEND AND OVERLOAD**

1. A teacher may be eligible for both (a) the stipend for elementary combination classes referenced in Paragraph B above, and (b) one of the stipends for overloads referenced in Paragraphs C, D, and E above.

## **G. MAINSTREAMED STUDENTS**

1. Elementary
  - a. Students Mainstreamed Half-Time (2:45 Minutes) or More. If a handicapped student's instructional program is the primary responsibility of a regular education teacher (spends half-time or more in regular education), that student shall be counted as a general education student for class size purposes.
  - b. Students Maintstreamed Less than Half-Time. Any combination of student equaling from 1 to 2:45 minutes aggregate shall count as a total of one student for purposes of determining class size; any combination of such students equaling from 2:46 minutes to 5:30 minutes shall count as two students for class size purposes; any combination of such students equaling 5:30 minutes to 8:15 minutes shall count as three students, etc. Note: Adjust date to "thirteenth (13) day (school)."

## **H. JOB SHARING**

1. Job sharing is 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 instruction time for a given week of instruction, or for some other period of time as may be appropriate. Job sharing shall be voluntary.
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 Compact.

- 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 the Board-paid tax-sheltered annuity in lieu of 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 Compact 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 the Compact 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 per the Compact, it being understood that a return to full-time status shall be at the beginning of the a semester only.
  8. The identification of positions available under a job sharing shall rest solely with the Board of Education. Half-day positions involved in a job sharing shall not be available for posting/bidding.
  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.

**EXHIBIT D**  
**SAGINAW PUBLIC SCHOOLS – 2011-13 TEACHERS SALARY SCHEDULE**  
**TEACHERS HIRED AFTER JANUARY 22, 1996**

Step	Non-Degree	Bachelor	Master	Master +30*	Ph.D/Ed.D*
1	\$31,147	\$34,710	\$36,714	\$38,714	\$40,714
2	\$32,577	\$35,402	\$38,379	\$40,379	\$42,379
3	\$34,088	\$36,314	\$40,127	\$42,127	\$44,127
4	\$35,677	\$38,058	\$42,188	\$44,188	\$46,188
5	\$37,346	\$39,887	\$44,413	\$46,413	\$48,413
6	\$39,091	\$41,872	\$46,795	\$48,795	\$50,795
7	\$40,922	\$44,021	\$49,341	\$51,341	\$53,341
8	\$42,823	\$46,324	\$52,042	\$54,042	\$56,042
9	\$45,047	\$48,790	\$54,903	\$56,903	\$58,903
10	\$47,674	\$51,408	\$57,924	\$59,924	\$61,924
11		\$54,188	\$61,099	\$63,099	\$65,099
12		\$58,341	\$65,798	\$67,798	\$69,798

**TEACHERS HIRED BEFORE JANUARY 23, 1996**

Step	Non-Degree	Bachelor	Master	Master +30*	Ph.D/Ed.D*
1	\$31,147	\$34,710	\$36,714	\$38,097	\$39,541
2	\$32,577	\$35,402	\$38,379	\$39,958	\$41,541
3	\$34,088	\$36,314	\$40,127	\$41,908	\$43,633
4	\$35,677	\$38,058	\$42,188	\$44,170	\$46,032
5	\$37,346	\$39,887	\$44,413	\$46,595	\$48,590
6	\$39,091	\$41,872	\$46,795	\$49,170	\$51,309
7	\$40,922	\$44,021	\$49,341	\$51,918	\$54,189
8	\$42,823	\$46,324	\$52,042	\$54,816	\$57,228
9	\$45,047	\$48,790	\$54,903	\$57,871	\$60,425
10	\$47,674	\$51,408	\$57,924	\$61,089	\$63,779
11		\$54,188	\$61,099	\$64,469	\$67,297
12		\$58,341	\$65,798	\$69,363	\$72,334



\* The MA+30 and Ph.D./Ed. D. Schedules shall be based on the dollar differential that existed between the MA schedule and the MA+30 and Ph.D. Schedules in 1994-95. Said dollar differential is as set forth below:

Step	Master +30	Ph.D./Ed.D
1	\$1,384	\$2,828
2	\$1,579	\$3,162
3	\$1,781	\$3,506
4	\$1,983	\$3,845
5	\$2,182	\$4,177
6	\$2,375	\$4,514
7	\$2,577	\$4,848
8	\$2,775	\$5,187
9	\$2,968	\$5,522
10	\$3,166	\$5,856
11	\$3,370	\$6,198
12	\$3,565	\$6,536

For teachers hired after January 22, 1996, the MA+30 Schedule shall be \$2,000 over the MA and the Ph.D. Schedule shall be \$4,000 over the MA.

As of September 1, 1997, the schedule headed "MA+60" was replaced with the Ph. D./Ed. D. Schedule. 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.

In order for a teacher to become eligible for the Ph.D./Ed. D. Schedule after September 1, 1977, the teacher must have earned a Ph.D./Ed. D. degree from an accredited college or university.

The stipend for the three (3) teacher training/in-services of a District-wide nature held after the end of the normal student day shall be \$40 for each such training/in-service attended. Effective with the 2005/06 school year, the \$40 shall be increased to \$47.50 for each three (3) hour block, payable at the rate of \$15.85 per hour.

**EXHIBIT E**

**Compensation for Co-Curricular Activities (Prorated 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.

<b>SENIOR HIGH SCHOOL</b>	<b>2011-12</b>	<b>2012-13</b>
Band-Marching and Concert	\$2,918	\$2,918
Band - Concert Only	\$1,937	\$1,937
Vocal Music	\$1,912	\$1,912
Debate	\$1,369	\$1,369
Drama (3 Act)	\$968	\$968
Drama (1 Act)	\$534	\$534
Yearbook	\$1,200	\$1,200
Newspaper	\$1,200	\$1,200
Stage Crew	\$589	\$589
Cheerleader Coach	\$2,122	\$2,122
Pompon Advisor	\$1,272	\$1,272

<b>MIDDLE SCHOOL</b>	<b>2011-12</b>	<b>2012-13</b>
Band	\$1,444	\$1,444
Vocal Music	\$1,057	\$1,057
Drama (per play or variety show)	\$487	\$487
Yearbook	\$911	\$911
Stage Crew	\$487	\$487
Cheerleader Coach	\$1,196	\$1,196
Pompon	\$1,013	\$1,013
Newspaper	\$911	\$911

<b>ELEMENTARY SCHOOL</b>	<b>2011-12</b>	<b>2012-13</b>
Service Squad	\$495	\$495
Safety Patrol	\$495	\$495
Choir	\$495	\$495

<b>CENTER FOR THE ARTS</b>	<b>2011-12</b>	<b>2012-13</b>
Band	\$1,938	\$1,938
Orchestra	\$1,938	\$1,938
Drama	\$1,938	\$1,938
Vocal	\$1,938	\$1,938
Dance	\$1,938	\$1,938
Stage	\$695	\$695

<b>ATHLETIC COACHES (SENIOR HIGH)</b>	<b>2011-12</b>	<b>2012-13</b>
Baseball, Head Coach	\$3,446	\$3,446
Baseball, Assistant Coach	\$2,298	\$2,298
Basketball, Head Coach	\$5,514	\$5,514
Basketball, Assistant Coach	\$3,446	\$3,446
Cross Country	\$2,298	\$2,298
Faculty Manager	\$7,008	\$7,008
Football, Head Coach	\$5,514	\$5,514
Football, Assistant Coach	\$3,446	\$3,446
Golf Head Coach	\$2,298	\$2,298
Hockey Head Coach	\$3,446	\$3,446
Soccer	\$3,446	\$3,446
Softball, Head Coach	\$3,446	\$3,446
Swimming, Head Coach	\$3,790	\$3,790
Tennis	\$2,298	\$2,298
Track, Head Coach	\$3,446	\$3,446
Track, Assistant Coach	\$2,298	\$2,298
Volleyball, Head Coach	\$3,446	\$3,446
Wrestling, Head Coach	\$4,136	\$4,136
Assistant Faculty Manager	\$2,756	\$2,756

MIDDLE SCHOOL	2011-12	2012-13
Baseball, Head Coach	\$1,902	\$1,902
Basketball, Head Coach	\$2,154	\$2,154
Basketball, Assistant Coach	\$1,902	\$1,902
Football, Head Coach	\$2,728	\$2,728
Football, Assistant Coach	\$1,902	\$1,902
Softball, Head Coach	\$1,902	\$1,902
Swimming, Head Coach	\$1,902	\$1,902
Track, Head Coach	\$1,902	\$1,902
Volleyball, Head Coach	\$1,902	\$1,902

If, in consultation with the building principal, the District-wide Athletic Director determines that student participant warrants it, he/she may add the following positions:

OTHER SENIOR HIGH SCHOOL	2011-12	2012-13
Golf, Assistant Coach	\$1,579	\$1,579
Softball, Assistant Coach	\$2,298	\$2,298
Swimming, Assistant Coach	\$2,298	\$2,298
Volleyball, Assistant Coach	\$2,298	\$2,298
Wrestling, Assistant Coach	\$2,298	\$2,298
Trainer/Manager for all Sports	\$4,923	\$4,923
OTHER MIDDLE SCHOOL		
Assistant Track	\$1,435	\$1,435

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.

- Effective with the 02/03 school year, teachers who obtain National Board Teacher Certification with the National Board for Professional Teaching Standards shall receive an annual stipend of \$1,500.00. Teachers who, in the future, complete the formal application for certification process, will be reimbursed \$500 toward the cost of the application fee paid by the teacher.
- The hourly rate for Summer School Teachers, Drivers' Training-Simmer, and Teachers as Temporary Subs, as well as the Non-instructional hourly rate, shall increase by the same percentage increase applied to Step One of the salary schedule.

## LIST OF ADDITIONAL CONSENSUS AGREEMENTS

The following is a list of additional Consensus Agreements which are not part of the Compact.

1. *Consensus #1* All material regarding SQT will be organized in one place at each school. The SQT booklet will be maintained by the co-chairs of each SQT. The booklet will follow a format set out by the PSC and will contain such information as the SQT protocol set forth in Section B.2 of the Compact (page 6), meeting agendas, minutes of all SQT meetings, team members, voting procedures, a list of the tenure committee members, a list of mentors and mentees for the school year, and such other items as identified by PSC.
2. *Consensus #2* The annual SQT training will be expanded to include training regarding the Compact and the role and responsibilities of SQT, best practice models, the SQT booklet and record keeping. The training will take place early in the school year.
3. *Consensus #3* The parties will work to see that monies from the budgeting process are released to buildings by the end of April so purchasing can be effectuated in May and elementary supplies can be delivered to principals before principals leave for the summer (mid to late June).
4. *Consensus #4* There is a need for an overall, comprehensive, defined and integrated crisis safety plan. Mr. O'Neal, Central Office and the SEA leadership will work together to bring this about.
5. *Consensus #5* Each building will have a building crisis plan in place for the start of the 2004/05 school year. The plan will be reviewed with staff as part of the opening meetings.
6. *Consensus 6* In the event a teacher is given a new involuntary assignment by the District for which the teacher is no longer highly-qualified, the teacher shall move to the head of the list and be given preference for access to free tuition credit through the field work partnership at Saginaw Valley State University. The teacher shall remain at the head of the list until completion of the necessary course work.