

2016-2019

# **AGREEMENT**

Between

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

And

**The Saginaw  
Education Association**

**Saginaw, Michigan**

## TABLE OF CONTENTS

	<b>Page</b>
I. RECOGNITION .....	1
II. PURPOSE .....	2
A. Objectives and Goals .....	2
B. Professional Collaboration .....	3
III. THE BOARD AND SEA .....	4
IV. PROFESSIONAL NEGOTIATIONS .....	5
V. PROFESSIONAL RIGHTS AND RESPONSIBILITIES .....	7
A. Professional Responsibilities .....	7
B. Professional Rights .....	7
VI. GRIEVANCE PROCEDURE .....	9
A. Definitions .....	9
B. Purpose .....	9
C. Procedure .....	9
D. Rights of Teachers to Representation .....	11
E. Miscellaneous .....	11
VII. SALARIES .....	13
VIII. TEACHING HOURS AND TEACHING LOADS .....	14
IX. CLASS SIZE .....	18
X. NON-TEACHING DUTIES .....	21
XI. TEACHER EMPLOYMENT AND ASSIGNMENT .....	22
XII. SUPERVISORY AND ADMINISTRATIVE VACANCIES .....	24
XIII. TEACHER EVALUATION .....	25
XIV. TEACHER CONDUCT .....	26
XV. PROFESSIONAL COMPENSATION AND BENEFITS .....	27
A. Compensation Schedules.....	27
B. Benefits .....	27

XVI.	TEACHER FACILITIES .....	31
XVII.	USE OF SCHOOL FACILITIES .....	32
XVIII.	STUDENT CONTROL AND DISCIPLINE .....	33
XIX.	PROTECTION OF TEACHERS .....	34
XX.	GENERAL .....	35
XXI.	SCHOOL QUALITY TEAMS .....	37
XXII.	DURATION .....	38
XXIII.	TERMS OF AGREEMENT .....	38
	APPENDICES .....	39
APPENDIX A:	Teacher Salary Schedules .....	40
APPENDIX B:	MA Plus 30 Language .....	42
APPENDIX C:	Compensation for Co-Curricular Activities .....	43
APPENDIX D:	Official Calendars .....	46
APPENDIX E:	Class Size .....	49
APPENDIX F:	Professional Learning Communities Language .....	50
APPENDIX G:	Process Protocols .....	51
APPENDIX H:	Added Compensation Request .....	52

**ARTICLE I**  
**Recognition**

- A. The Board hereby recognizes the Saginaw Education Association as the sole and exclusive bargaining representative in accordance with Act 336 of Michigan Public Acts of 1947 as amended through Act 379 of 1965, and Act 176 of Michigan Public Acts of 1939 as amended through Act 282 of 1965 for the duration of this Agreement for a unit consisting of all State Certificated, authorized or endorsed teaching personnel including librarians, social workers, school psychologists, coordinators, and teachers but excluding the Superintendent, Assistant Superintendent, directors, principals, assistant principals, daily rate substitutes, executive and administrative personnel and supervisors.

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

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

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

## ARTICLE II

### Purpose

The purpose of this Agreement 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 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 Agreement 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 Agreement supports Plan objectives by aiming to accomplish five specific things:

- define the function of effective School Improvement Teams (“SITs”) aligned with the Strategic Plan; (see p. 34, Article XXI)
- improve teaching and administrative quality through recruitment, hiring, mentoring and professional development;
- enhance learning outcomes through lesson planning and achievement monitoring aligned with education benchmarks;
- build effective parent-student-teacher partnerships through enhanced teacher accessibility and professional responsibility;
- pursue enrollment growth through customer satisfaction, marketing and competitive outreach; and
- define the function of effective Professional Learning Community aligned with the Strategic Plan.

## **B. Professional Collaboration**

The principle goal for this Agreement is that we learn together to successfully engage each new challenge facing public education. 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 School Improvement Teams and the Contract Maintenance Committee (CMC). 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.

**ARTICLE III**  
**The Board and the 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, work-life harmony, mutual trust, collaborative decision-making and responsible issue resolution.

**The Board**

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 Board will provide a 15<sup>th</sup> of the Month report and an updated seniority list by October 31<sup>st</sup> annually.

**The SEA**

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 Agreement and education excellence. It will work together with the Human Resources Department to administer this Agreement. It will appoint teachers to joint teacher-administrator councils as provided herein.

**ARTICLE IV**  
Professional Negotiations

- A. 1. Not later than June 1 of the calendar year in which this Agreement expires, or 60 days prior to the expiration of this Agreement, whichever is sooner, the Board agrees to negotiate with the Association over a Successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' salaries and all other conditions of their employment. Such negotiation will include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any agreements so negotiated will apply to all teachers, and will be reduced to writing and signed by the Board and the Association.
2. During negotiation, the Board and the Association will present relevant data, exchange points of view and make proposals and counterproposals. As of the time such information is made available to the Board, the Board will provide the Association with documents relating to budgetary proposals, requirements and allocations which are presented at any regular meeting of the full Board or to any other governmental body. The Board will make available to the Association for inspection all pertinent records of the Saginaw School System at the written request of the Association which request shall specify the records desired. Such records will be made available at the offices of the Board and will not be removed from the Board's offices. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation.
3. If the negotiations described in this Section A have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.
- B. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- C. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member or designated representative.
- D. This agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- E. The Board agrees not to negotiate at any time with any teachers' organization other than that designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965. The Board will not make individual agreements with teachers in conflict with the provisions of this Agreement. The Board further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in salaries or other conditions of employment to become effective during the term of this Agreement.



- F. It is understood that the parties shall comply with the Americans with Disabilities Act (ADA). The Board and SEA shall bargain before any accommodation is made pursuant to the ADA, if the accommodation is contrary to the provisions of the Collective Agreement.
  
- G. It will be the general practice of all parties in interest to process grievances during times which do not interfere with assigned duties; provided, however, in the event it is mutually agreed by the aggrieved person, the Association and the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, including arbitration, on his/her own behalf or on behalf of the Association, with any representative of the Board, will be released from assigned duties without loss of salary.

**ARTICLE V**  
**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 remains 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 employee:

- 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 Improvement Teams; 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 employee:

- 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 Improvement Teams;
- 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.

**ARTICLE VI**  
Grievance Procedure

A. Definitions

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

B. Purpose

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

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement. For the purposes of processing grievances after the close of the school year, the term "school days" as used herein shall mean weekdays, excluding holidays.

1. Level One: A teacher with a grievance will first discuss it with his/her principal or immediate supervisor, either directly or through the Association's Building Representative, with the objective of resolving the matter informally within thirty (30) school days of the time the teacher knew, or should have known, of the act or condition on which the grievance is based. When the immediate supervisor is different from the principal, the teacher will be notified who he/she is in writing.

2. Level Two:

- (a) If the principal or immediate supervisor makes no decision, or does not satisfy the grievant within five (5) school days, the grievant will file the written grievance, signed by the grievant, with the Association's President or Executive Director within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented orally, whichever is sooner.
- (b) The President or Executive director will refer the grievance to the Assistant Superintendent - Personnel and Employee Relations, within five (5) school days after receipt of the grievance.
- (c) The Assistant Superintendent or his/her designee will represent the Administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Assistant Superintendent, the Assistant Superintendent or his/her designee will meet with the aggrieved person in an effort to resolve it.
- (d) If a teacher does not file a grievance in writing with the President or Executive Director and the written grievance is not forwarded to the Assistant Superintendent within forty (40) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived.

3. Level Three: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Assistant Superintendent, he/she may file the grievance in writing with the Chairman of the Grievance Committee within five (5) school days after a decision by the Assistant Superintendent, or fifteen (15) school days after he/she has first met with the Assistant Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the Grievance Committee may refer it to the Superintendent of Schools. Said referral shall be in writing and shall state the issue involved and the relief requested. Within fifteen (15) school days after receiving the written grievance, the Superintendent, or his/her designee, will meet with the aggrieved person for the purpose of attempting to resolve the grievance.

4. Level Four:

- (a) If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after the meeting with the Superintendent or his/her designee in Level Three, the Association may within five (5) school days after a decision by the Superintendent, or fifteen school days after the meeting with the Superintendent or his/her designee, whichever is sooner, by written notice to the Board, submit the grievance to arbitration. Grievances which do not allege a violation of a specific article and section of this Agreement may be processed through Level Three, but will not be arbitrable.

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

#### D. Rights of Teachers to Representation

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

#### E. Miscellaneous

1. If, in the judgment of the Grievance Committee, a grievance affects a group or class of teachers, the Grievance Committee may submit such grievance in writing to the Assistant Superintendent-Administration and Personnel directly and the processing of such grievance will be commenced at Level Two.

2. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairman of the Grievance Committee. Decisions rendered at Level Four will be in accordance with the procedure set forth in Section C, Paragraph 4 (c).
3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports, and recommendations, and other necessary documents will be jointly prepared and given appropriate distribution by the Personnel Department so as to facilitate operation of the Grievance Procedure.
5. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of any legal remedy which he/she presently has provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article, it being understood that in the event a tenure teacher is discharged pursuant to Article XIII, said tenure teacher may have the benefit of all levels of the Grievance Procedure including arbitration, provided that if a tenure teacher shall request a hearing under the provisions of the Michigan Tenure Act, the grievance shall be dismissed forthwith.
6. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.
7. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the Grievance Procedure.
8. Any claim or complaint subject to the procedure specified in the Teacher Tenure Act shall not be the basis of any grievance filed under the procedures outlined in this Article except as provided in Paragraph 5 above.
9. Failure to reemploy or the termination of services of any probationary teacher shall not be the basis for a grievance.
10. No back pay or financial claim shall be awarded prior to sixty (60) calendar days prior to the date of filing of a written grievance.

## ARTICLE VII

### Salaries

- A. The salaries of all persons covered by this Agreement are set forth in Appendix A which is attached hereto and made a part hereof.
  
- B. Bargaining unit members who are not covered by the provisions of the Michigan Teachers Tenure Act, i.e., are not eligible to gain tenure, shall be subject to a probationary period of five years of service with the District (i.e., ten full semesters) during which time they shall be considered probationary or non-tenure teachers under the terms of this collective bargaining agreement for purposes of evaluation, dismissal, etc.



**ARTICLE VIII**  
Teaching Hours and Teaching Loads

- A. The normal required work day between the hours of 6:45 and 5:30 p.m. shall not exceed 7 hours, 30 minutes which includes a 40 minute duty free lunch and prep time to be mutually agreed upon annually.
- B. The mutually-agreed official calendar shall be completed and disbursed prior to the end of the current school year.
- C. The Board agrees the teacher's work year will align with MCL 388.1701.
- D. It is agreed that at least one full day of the non-student work days during the opening week of school shall be reserved exclusively for teachers to work in their classrooms. The Administration reserves the right to spread this time over the opening week of meetings.

Teachers may be required to remain after school without additional compensation for up to one hour and twenty minutes after the close of the normal work day once a month to attend meetings called by the school principal. Where split schedules exist, schedules may be arranged so that all teachers may attend the same meeting. Teachers may, upon approval of the principal, place educationally related items on the agenda, such agenda to be given to teachers twenty-four (24) hours in advance of the meeting except in emergencies. The SEA representative may give a report at the end of each meeting. Thursdays shall be reserved for SEA meetings.

Teachers may be required to remain after school without additional compensation for one additional principal meeting each semester.

Attendance at professional meetings, such as jointly sponsored in-service workshops and conferences, when contractual or during the regular school day, shall be a professional obligation of each teacher. Teachers are encouraged to attend professional meetings at other scheduled times.

Building Representative may call two (2) building meetings per month during the teacher work day for discussion of Association matters. Such meetings shall be held at times other than when teachers are responsible for supervising students, during preparation periods, or during previously scheduled faculty meetings or school programs.

The District shall, subject to state regulations, provide a total of two (2) one-half days (one each semester) to be used for elementary teachers' planning, preparation, conference time. Said half days shall be scheduled on student instruction days as provided in Appendix D.

It is the intent of the Board to make every reasonable effort to avoid scheduling secondary teachers in more than two (2) rooms (excluding homerooms) on a daily basis in two (2) consecutive years. Exceptions may be made in the case of traveling teachers or where specially-equipped rooms are involved.

- E. In the event art, music and physical education are again provided on a consultant services basis, the following provisions shall apply. The assignment of such art, music and physical education consultants to the classroom teacher shall be on a mutually agreed basis between the principal and the teacher. Such assignment shall be subject to a review by the principal and teacher at the end of the semester. The teachers will be provided a schedule of visits for each special subject teacher at least one week in advance of the visit and will have an opportunity to recommend changes in such schedules. The art, music and physical education personnel shall forward a copy of their lesson plans together with the aims and objectives of the program and a list of materials to be used if applicable one week in advance where possible. The classroom teacher may request that the principals schedule a meeting with such personnel.
- F. Secondary teachers will not be required to teach more than two (2) subjects nor more than a total of three (3) teaching preparations per day. Academic intervention will not be considered as an additional subject as the administration will be responsible for providing a prepared lesson for the duration of this class period. A different curriculum or track, shall be considered a separate preparation. At the middle school level, the prevailing practices in each building, as experienced during the past school year, shall be the determining factor in the interpretation of this section, provided, however, the Board agrees to continue to work toward making the practice conform to the intent of this provision. The prevailing practice is to be determined by the principal after consultation with the Association representative and the concerned teacher or teachers. In the case of 6<sup>th</sup> grade in the middle school, the Technology Education component shall not be considered a separate preparation or subject, even though a grade may be given.
- G. Teachers recognize that their responsibilities to their students and profession require the performance of duties that involve the expenditure of time beyond that of the normal working day including preparation for the supervision of co-curricular student activities and functions. When it is necessary to maintain a co-curriculum on an hourly pay basis, the teachers who voluntarily perform the functions shall be compensated equally regardless of grade level for equal function. Such voluntary activities that call for a flat-rate compensation are listed in Appendix C.

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. Bargaining unit members are not required to “sign in” for any meetings except SIT meetings, and those meetings counted for professional development. The intent is to allow teachers productive flexibility in discharging their Professional Responsibilities.

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.

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.

Parent Contact. A main goal of the Strategic Plan and this Agreement 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 SIT. It is a professional expectation and responsibility that, in the absence of an emergency, meeting with parents must not be disruptive of the delivery of instruction. 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.

It is a Professional Responsibility to participate in appropriate District-wide professional development during normal working hours.

- H. Senior high department chairpersons, who are selected by the principal following discussion with the staff, will receive one period of released time if there are 30 to 60 class hours taught in the department and two (2) periods if there are more than 60 class hours. Senior high department chairpersons will not be eligible to receive the extended schedule allowance. The selection of department chairpersons for the coming school year shall take place during the second semester of the school year preceding their appointment. It is further understood that after a department chairperson has served for one year, his/her reappointment shall be subject to confirmation by members in his/her department, it being understood that if two-thirds of the members in the department, in a secret ballot election, vote against confirmation, the principal must appoint a new chairperson.
- I. The Board recognizes its responsibility to provide textbooks and necessary supplies. Inadequacies should be reported to the building administrator and/or immediate supervisor.

- J. Subject to state regulations, parent-teacher conferences at the elementary level will be scheduled on two consecutive afternoons and one evening on a staggered basis, and if not possible, such conferences will at least be scheduled no sooner than fifteen minutes after students are dismissed.

Parent-teacher conferences at the secondary level shall be scheduled one evening per semester. The conference date and times can be mutually agreed upon by both parties.

- K. Special Education teachers shall be provided access to the following information, if available, regarding students assigned to them: student's name, date of birth, address, telephone number, parents' name and address, the student's legal guardian or person or agency having custody over the student, date of original eligibility for special education services, list of services being received, present eligibility, and date of last complete psychological testing.

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

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

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

## ARTICLE IX

### Class Size

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

1. **Elementary Schools**

Kindergarten - First Grade Classes	29
Second - Third Grade Classes	30
Fourth - Sixth Grade Classes	32
Special Education Classes	15 per day
Speech Correction Classes	75-100 case load per week
Combination-grade Classes	25

2. **Secondary Schools**

<b>Seventh-Twelfth</b>	<b>34 (except for the following)</b>
Vocal or Instrumental Music	No Limit
General Physical Education	45
Swimming	30
Strategic Reading or Math	25
Modified Classes	26 per hour
All Special Education	15 per session or hour
Technology Education	34
No teacher shall be required to instruct more than 250 pupils per day	

**Classes at the Saginaw Career Complex will follow the guidelines for CTE programs set by the State.**

B. The foregoing standards are subject to modification for educational purposes such as avoidance of split-grade classes or half-classes, specialized or experimental instruction (e.g., team teaching or large group instruction), improvement of instructional methods, distribution of students by attendance areas, changes in enrollment or any other valid reason.

Before any of the foregoing standards are modified upwards, the Administration will meet with the Association representative and, in good faith, attempt to work out a letter of understanding on the subject.

C. Both parties agree to comply with Appendix F.

D. Teachers who are assigned elementary combination classes shall be paid an additional stipend of \$500 per semester (this does not include ungraded). 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 fifth Monday 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.

E. 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.

F. 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.

G. 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).

H. 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.

I. 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 Mainstreamed 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)."

J. 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.

**ARTICLE X**  
Non-Teaching Duties

- A. The Board and the association recognize that their combined function is solely to provide the best education possible for all of the students in Saginaw. This goal can be best realized if a maximum amount of a teacher's time and energies is used in the direct activities of preparing lessons and presenting them to students.
  
- B. Teachers will turn in required year end material (i.e., grade book, keys, etc.) to their principal or supervisor on the teacher's last day of work in the school year.



**ARTICLE XI**  
Teacher Employment and Assignment

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 affect midterm 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. Teachers are responsible for maintaining their current certifications on file with the Human Resources Department.

- A. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Adequate time will be allowed for such required travel. Affected teachers will be notified of any changes in their schedules as soon as practicable.
- B. No regularly assigned teacher will be used as a substitute teacher without his/her consent. If a teacher agrees to serve as a substitute, he/she will be compensated at the rate established in Appendix A. This section will not apply to teachers assigned to another school while the school to which they are assigned is temporarily closed. Such teachers will receive \$22.62/hr.
- C. Credit for previous teaching experience, in any capacity, may be given at the discretion of the Board, upon initial employment, within the terms of the agreement, up to three (3) years. The Board's decision in this regard shall be final, it being understood that once a teacher accepts employment with the District, said teacher waives any claim for additional credit for prior teaching experience not granted at the time of employment.
- D. Upon returning to the system, teachers who have not been continuously engaged in the field of education on a full-time basis will have one (1) salary increment deducted from the position on the salary schedule at which they left for each year during which they were not so engaged; provided, however, that no teacher returning to the system will be reduced below the allowable level of credit for outside experience.
- E. Reassignments and transfers will be at the sole discretion of the Administration.
- F. The Administration will follow the District's staffing protocols.
- G. 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.

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 Appendix "E." The standards may be modified, and exceptions to them may be made, by the Superintendent in consultation with the CMC, for educational purposes such as avoiding split-grades, specialized or experimental instruction (e.g., team teaching), and improvement of instructional methods, distribution of students by attendance areas or any other valid reason.

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 Agreement 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.

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 have no recall rights under this agreement. 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 Agreement 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 Agreement will have his or her seniority in this bargaining unit frozen as of the date of the date of the ratification of this Agreement by both parties.

Layoff. The Union and the employee will be notified of layoffs. The District will follow appropriate Board policy and applicable law as it relates to layoff.

- H. Whenever any professional vacancy on the Administrative and Supervisory Salary Schedule shall occur, the Board will publicize the same during the school year (September to June) and will include a statement of the qualifications required. During the months of July and August, written notice of any such vacancy will be given to the Association, including a general statement of the qualifications required. Notification to the teachers shall be sent via email. No vacancy will be filled, except on a temporary basis, within fourteen (14) calendar days from the date of distribution of the Superintendent's Bulletin or the giving of notice to the Association.

**ARTICLE XII**  
Supervisory and Administrative Vacancies

- A. Any teacher interested in transferring to a full-time administrative or supervisory position may, at any time, file a written application for such position with the Superintendent or his/her designee. Whenever any such vacancy occurs, each application will be given full consideration, and those applicants not selected shall, upon request, receive an explanation from the Superintendent or his/her designee.
  
- B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. The parties recognize that, while the Board will continue to adhere to its policy of promotions from within its own teaching staff, the filling of such vacancies is a prerogative of the Board.

**ARTICLE XIII**  
**Teacher Evaluation**

The evaluation process will be in compliance with P.A. 173 of 2015.

- A. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by the supervisors and will have the right to discuss such report with their supervisors.
- B. The teaching performance of probationary teachers will be observed and a written evaluation prepared at least two times each year for K-12 teachers. For K-12 teachers one such evaluation shall take place in the first semester and one in the second semester. This shall not prevent the principal from making additional observations for evaluation purposes as he/she deems necessary. The principal or his/her designee will hold a conference with the non-tenure teacher after each such evaluation and provide him/her with a copy of the evaluation. Said conference shall take place within ten (10) school days of the final observation upon which the evaluation is based.
- C. Any complaint regarding a teacher made to the Administration by any parents, students or other person, which is considered in a written evaluation as provided above in evaluating said teacher's performance, will be promptly called to his/her attention. Such complaint shall include the name of the parent, student, or other person lodging the complaint. Each teacher will have the right, upon request, to review the contents of his/her own personnel file at the Board of Education Building. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information, such as confidential credentials and related personal references obtained at the time of initial employment, are specifically exempted from such review. The administrator will remove such credentials and confidential reports from the file prior to the review of the file by the teacher.
- D. The principal or other administrator may add information to a teacher's personnel file at any time during the school year regarding activities of that school year, but may not place anything in such file for any prior school year. All insertions into such files are to be dated and initialed by the teachers, if the insertions are disciplinary or evaluative in nature. These documents must be initialed and dated within a 30 day time period after the occurrence of events contained in the document. Non-initialed documents shall not be released to individuals outside the District and shall not be introduced in the grievance procedure or tenure hearings. Should a teacher disagree with the item being placed in his/her file, he/she may have his/her written objection attached to said item. The teacher must attach said written objection to the item being placed in his/her personnel file within a thirty (30) school day period from the time the teacher receives the item. In the event a grievance is filed in this regard said thirty (30) day period shall commence on the date on which the grievance procedure is concluded.
- E. New evaluation forms will be reviewed by the District's Evaluation Committee before being adopted by the Board.

**ARTICLE XIV**  
Teacher Conduct

- A. The Board may adopt reasonable rules and regulations not in conflict with the terms of this Agreement governing the conduct of teachers.
- B. No teacher shall be reprimanded in the presence of parents or students. In addition, no reprimand shall occur in the presence of other school personnel unless their presence is directly related to the reprimand or they hold a supervisory position.
- C. No teacher will be prevented from wearing pins showing membership in the Association or any other teacher organization.

## XV. 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

There will be an economic reopener for the 2017-18 and 2018-19 school years.

Teachers will be paid according to the salary schedules set forth in Exhibit "A." The Board may, in its discretion, provide additional bonuses or supplements on a faculty-wide basis to reward professional performance. 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

Saginaw Public Schools will guarantee that the health care plan option selected for the 2016-17 school year will not be changed for the 2017-18 school year for any reason.

Health care options will be reopened for negotiations in the 2018-19 school year.

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.

Health Care. Health Care-In compliance with PA 152 of 2011, the Board will make available to all unit employees: health care insurance. During this agreement, employees covered by this agreement will receive MESSA Choices II, \$500/\$1000 in network deductible, SaverRx drug program, \$20.00 office visit co-pay, \$25.00 urgent care facility co-pay and \$50.00 emergency room co-pay.

All employees enrolled in health/medical insurance shall be required as a condition of enrollment, to pay twenty-four percent (24%) of the premium for their enrollment category.

The Board shall be the policyholder. 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. If at least 70 members of the Association are enrolled the amount will increase to \$250/month.

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.

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.

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.

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. 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.

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. Leave. Teachers accrue twelve (12) 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 or personal business. Teachers will use professional discretion in using sick days. A doctor's written verification may be required for sick days beyond five

(5) consecutive days. In the event an employee needs to use three (3) or more consecutive days for personal business, they will fill out the proper paperwork and turn into the Human Resources Department at least two (2) weeks in advance for approval. Permission may be granted after use in the event of an emergency.

Upon retirement or death, a teacher with ten (10) + years of District-wide service will be paid \$100.00/day, or current sub pay, whichever is higher, for one-half (1/2) of his or her accumulated sick days up to a maximum of one hundred (100) days.

- b. Court Business. Teachers required by legal process to attend court as jurors, nonparty 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.
- c. 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.
- d. 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.

**ARTICLE XVI**  
**Teacher Facilities**

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the Association and the Board. They recognize further that facilities should be designed to meet the needs of the Educational Program. To achieve this end, the Board will continue to seek the recommendations of teachers before teaching facilities are constructed or remodeled.
- B. Each school will have the following facilities:
1. Space in each classroom in which teachers may safely store instructional materials and supplies.
  2. Locked space in a file cabinet, desk or similar facility where teachers may store valuables.
  3. A work area containing adequate supplies and equipment, to be used exclusively by the staff and individual pupils accompanied by a staff member for preparation of instructional materials.
  4. An appropriately furnished room to be used as a staff lounge. To the extent possible, the lounge shall be different from the aforesaid work area. Recognizing that the staff lounge facilities in some building are crowded, the Administration shall, within the time limits of finances and facilities, provide alternative space in such buildings for non-teaching personnel to relieve the situation.
  5. Adequate off-street parking facilities, lunchroom facilities and well-lighted, clean and conveniently located teacher rest rooms, as finances permit.
  6. The Board and the Association agree that it is not educationally sound to attempt to conduct classes in a physically uncomfortable environment. The Board therefore agrees to make every effort to maintain classroom temperatures within a 68 to 75 degree range subject to applicable state and/or federal regulations. In situations in which the classroom temperature is below 60 degrees or above 80 degrees, and no relief is probable within a two-hour period, the matter will be presented to the Superintendent for a decision relative to closing the school. A written response by the Superintendent or his/her designee will be given within two (2) school days.
  7. The Board understands the importance of modern technology in the daily workflow of today's teachers. This technology includes but is not limited to computers, printers, and copiers. These tools will be made available to teachers, and every effort will be made to repair them in a timely manner.
  8. The Board will continue to provide audiovisual materials to aid teachers in the performance of their duties.

**ARTICLE XVII**  
Use of School Facilities

- A. After the close of school and prior to 5:00 p.m., the Association will have the right to use school buildings, without cost, at reasonable times, on school days, for meetings. The principal of the building in question will be consulted in advance of the time and place of all such meetings. All requests for building use after 5:00 p.m. or on non-school days will conform to Board policies. It is understood that the only cost to the Association will be any additional service costs necessitated by such meetings.
  
- B. It will be the policy of the Board that bulletin boards in a given school will be used for the purpose of displaying educational materials and other notices referring to the conduct of educational and student activities. One bulletin board will be placed in the staff lounge for the purpose of displaying Association material and, as quickly as the limitations of maintenance staff and finances permit, and subject to space problems in the lounge areas, these will be approximately four-by-six (4'x6') in size. Copies of such material will be shown to the principal but his/her approval will not be required.
  
- C. In those schools where an intercommunication system exists, it will be the policy of the Board that such equipment may be used only for announcements emanating from the principal's office and in connection with information from that office to students and staff members. Such announcements will be in connection with student activities, educational announcements and announcements to the faculty with regard to school-centered activities. Other announcements beyond the above may be made at the discretion of the principal, with regard to content, time and need for such announcements. Except in cases of extreme urgency the public address system will be used for announcements of interest to and involving the interest of the entire student body.
  
- D. This Association may distribute materials through teachers' mailboxes, if it so desires.
  
- F. It is expressly understood that no member of the Administration will assume the responsibility for the posting or distribution of material for the Association or any other teacher organization except that the Association may use the school delivery service from the administration building on the regular delivery schedule.

**ARTICLE XVIII**  
Student Control and Discipline

- A. A teacher may exclude a pupil from his/her class for that particular class that day when the pupil has committed acts of gross misbehavior, gross misconduct or gross persistent disobedience which makes the continued presence of the pupil in the classroom intolerable. In such cases, the teacher will furnish the principal, or his/her designated representative, as promptly as his/her teaching obligations will allow, and in any event by the end of the day, a detailed written report of the particulars of the incident. Upon receiving the written report, the administrator will respond in writing as to the disposition of the case. This will be done as promptly as his/her administrative obligations will allow, and in any event by the conclusion of the following work day.
- B. When a teacher is assaulted by a student and a written report is filed, the student will not be allowed back in that teacher's class without a consultation with the student, his/her parent, the teacher and the principal, or his/her designated representative, and the teacher agrees to the pupil's return in his/her classroom, unless there are no possible alternatives. Possible alternatives shall include, but not be restricted to, the following: changes of schedule, change of class, room or building. In any event the teacher and the Association building representative will be notified in writing of the disposition of the case.
- C. Rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior shall be promulgated. Such rules and regulations shall be distributed to students, teachers and parents at the commencement of each school year.
- D. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Workers' Compensation, shall not be charged against the teacher unless he/she is adjudged guilty by a court of competent jurisdiction.
- E. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to assault.

**ARTICLE XIX**  
Protection of Teachers

- A. 1. Any case of alleged assault upon a teacher which had its inception in a school centered problem will be promptly reported to the Board or its designated representative, and notification to Association building representative. If the alleged assault was by a pupil, the assaulting pupil will be immediately suspended. The alleged assault will be promptly investigated by the principal or his/her designated representative and the appropriate assistant superintendent or his/her designated representative. These two persons and the Superintendent shall determine a suitable punishment for the assaulting pupil(s). This decision will be communicated to the teacher concerned.
2. If the assault is by an adult person who is not a pupil, the Board will promptly report the incident to the proper law enforcement authorities.
3. In either case (pupil or non-pupil adult) the Board will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement, legal and medical authorities.
4. The Board will also provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault.
- B. Whenever a teacher is absent from school as a result of personal injury caused by an assault arising out of and in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any workers' compensation paid for temporary disability due to said injury) for the period of such absence not to exceed ten (10) school months, and no part of such absence will be charged to his/her annual or accumulated sick leave. The Board may, at its option, request a confirming statement from a medical doctor relative to the duration of such absence from the teaching assignment. As soon as such teacher is physically able to return to work, he/she shall be restored to his/her previous position or an equivalent position.
- C. If, as a result of an accident or assault arising out of and in the course of his/her employment a teacher is injured or suffers damages to or destruction of personal property, the Board of Education or its workers' compensation carrier will reimburse the teacher for such loss and/or required medical, surgical or hospital care. Such reimbursement by the Board will cover all such costs except those covered by insurance, and not to exceed two hundred (\$200) dollars.
- D. The Board will provide designated teacher parking areas on Board property during those hours the teachers are scheduled to work and at such other times as are designated by the Administration with the understanding, however, that the Board is not responsible for any damages to automobiles nor does it assume any other liability due to this provision. It is the policy of the Board to cooperate with law enforcement officials to seek to prosecute those individuals involved in damage or vandalism to employee automobiles parked in the designated parking areas.
- E. The Board will continue to explore ways of improving techniques for maintaining a secure learning climate.

## ARTICLE XX

### General

- A. 1. When, in the judgment of the administrative officials authorized to make such decisions, hazardous weather conditions prevent the opening of school, teachers will not be required to report to work at that school. When a school is temporarily closed, K-12 teachers not called for reassignment to another school prior to fifteen minutes before their normal starting time shall promptly report to the administration building for assignment. Notice of closing will be given through local media outlets at the earliest possible time. On such days teachers are requested to tune in to media outlets.
2. In the event it is necessary to make up days of student instruction to comply with applicable law (due to school closings as a result of hazardous weather, fires, epidemics, health or other conditions) said days shall be made up without additional pay to teachers. Said days will be rescheduled as follows, except as the Appendix D calendars may provide:
  - a) The scheduled record day at the end of the school year shall be moved back by up to two additional school days and said days will be used as pupil instruction.
  - b) Should any additional days be required, the parties agree to meet as soon as practicable to mutually establish the additional days needed.
- B. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- C. The Association will be notified and will have the opportunity to consult with the Board with respect to contemplated millage increases prior to public announcements.
- D. The Board will, upon request, provide the Association with any public documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with any other available information which may be necessary for the Association to process grievances under this Agreement. This information shall be provided within a reasonable time.
- E. As requested, the Association will be provided with copies of minutes of official Board meetings and all other printed materials that are distributed to Board members at official meetings as soon as possible after such meetings. A copy of the official agenda of the meeting will be available to the Association at the Superintendent's office prior to said meeting.
- F. Electronic copies of the Agreement will be provided to each SEA member no later than thirty (30) days after signing of the Master Agreement.

- G. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- H. The parties will initial a seniority list prior to ratification. Thereafter, prior to October 15 of each school year, an updated list will be given to the Association. The initialed seniority list shall be final and binding and the Board will not be required to pay back wages or to make any retroactive changes in assignments or other working conditions because of any change in the list.
- I. The Board agrees to continue its present payroll deduction practices, as permitted by computer facilities.
- J. In the course of handling official Association business, representatives of the Association will report to the principal of the building being visited, or his/her designated representative, and state the purpose of the visit.
- K.
  - 1. Teachers will be informed of the procedure to report their unavailability for work. Such notification is to be made at least one hour before the teacher is scheduled to report to work. Once a teacher has reported unavailability, it will be the responsibility of the Administration to arrange for a substitute teacher.
  - 2. Teachers returning from leave shall call before the end of the normal teaching day for release of the substitute. Each teacher is to have on file a current telephone number and address at the school office and at the Board of Education Building. Unlisted numbers will be kept confidential.
- L. In the event teachers are laid off from employment by the District, then the teachers with the most service with the District who are fully qualified to staff the positions kept active shall be retained, if practicable, provided, however.
  - 1. In determining length of service for laid-off teachers, the time spent on lay-off shall be excluded provided, however, if a probationary teacher is laid off for more than one year, or if a tenure teacher is laid off for more than three years, his/her length of service shall be broken and he/she shall have no further recall rights. (Teachers on layoff as of September 1, 1995 are grandfathered under the provisions of the 1993-95 agreement.)

**ARTICLE XXI**  
School Improvement Teams

Each school will have a School Improvement Team Plan and Charter as provided by law and determined by the School District. Each Plan and Charter will be submitted to Association leadership and the Instructional Division. The purpose of each SIT is to promote the collaborative involvement of the school's professionals in the development, endorsement and implementation on a written School Improvement Plan aligned with the District-wide Strategic Plan.

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

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

Innovation. A chief advantage of the SIT-based model is that it allows broad diversity and innovation in approaches to education improvement. SITs shall have the authority to 1) monitor the implementation of District-wide curriculum and instructional programs and procedures and 2) Schedule SIT meetings. Each building will establish a protocol for SIT 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 SIT will work with the rest of the staff. If there is a disagreement between the principal and other members of the SIT, the matter will be referred to the CMC for resolution. In the event the CMC 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 CMC after it is signed by SIT and staff members.

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 CMC for their review and to provide assistance to buildings when necessary.



**ARTICLE XXII**

Duration

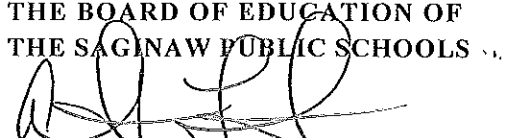
This agreement shall remain in effect from July 1, 2016 through June 30, 2019.

**XXIII**

**TERMS OF AGREEMENT**


This Agreement shall be in effect from July 1, 2016, until 12:01 a.m., June 30, 2019. 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 Agreement.

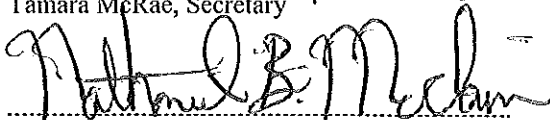
**THE BOARD OF EDUCATION OF  
THE SAGINAW PUBLIC SCHOOLS**

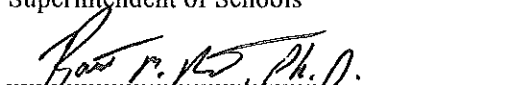
  
-----  
Alexis S. Thomas, President

-----  
Mattie L. Thompson, Vice President

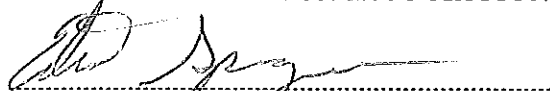
  
-----  
Ruth Ann Knapp, Treasurer

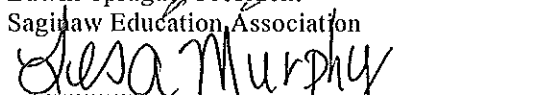
  
-----  
Tamara McRae, Secretary

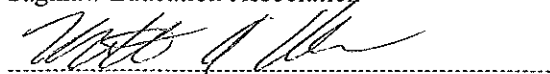
  
-----  
Nathaniel B. McClain  
Superintendent of Schools

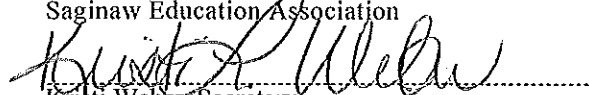
  
-----  
Ramont M. Roberts, Ph.D., Assistant Supt.  
Human Resources/Labor Relations

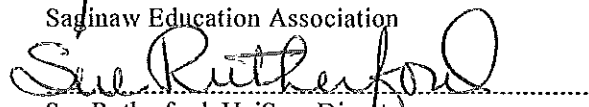
**SAGINAW EDUCATION ASSOCIATION**

  
-----  
Edwin Sprague, President  
Saginaw Education Association

  
-----  
Lisa Murphy, Vice President  
Saginaw Education Association

  
-----  
Matthew Olk, Treasurer  
Saginaw Education Association

  
-----  
Kristi Weber, Secretary  
Saginaw Education Association

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

## **APPENDICES**

## APPENDIX A

### SAGINAW PUBLIC SCHOOLS – Teachers Salary Schedule for 2016-17, 2017-18 and 2018-19 School Years

#### 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

\*See Appendix B.

1. Teachers performing non-professional service, such as, but not limited to, ticket-taking and selling, shall receive half of the hourly rate.
2. Teachers who, upon request, voluntarily serve as temporary substitutes, or who perform professional duties such as, but not limited to, cafeteria duty and hall supervision during time when they would not normally have a regular assignment shall receive \$22.62 per hour.
3. Each secondary teacher who, upon request, volunteers to teach a sixth class on a regularly assigned basis which cannot be covered normally, shall be compensated for such time at the rate of \$22.62 per hour.
4. At the elementary level, each teacher who, upon request, serves as a temporary substitute receiving additional students will be compensated at the rate of \$30.00/day and will not receive more than 5 students.
5. Travel Costs – All teaching staff whose duties have been determined to require the use of their personal cars shall be reimbursed at the applicable IRS rate per mile for all authorized travel provided no mileage checks (reimbursement) will be issued for authorized travel which totals less than a \$5.00 yearly reimbursement figure.
  - a) Supervisors will establish schedules for traveling staff and using the mileage chart developed by the Board establish the schedule of each staff member.
  - b) Traveling outside the scheduled program must:
    - (1) Be approved in advance by the supervisor,
    - (2) Be reported on the regular mileage form.
  - c) Traveling staff whose schedule varies will report mileage on the form provided.
  - d) Mileage reports must be turned in on a monthly basis by the 5<sup>th</sup> of each month for the previous month or no reimbursement will be made for that month.
  - e) Mileage will be paid semi-annually.

## APPENDIX B

### **MA Plus 30 Language:**

All graduate credits earned for the purpose of salary advancement or certification after July 1, 2013 must be:

- From an accredited college/university; and
- Concentrated in the educational field; and
- Related to the teacher's current assignment or future educational career goals; and
- Carry a grade of B or better; and
- Be submitted on official college or university transcripts

Credits earned at foreign universities will be considered if the course credits have been evaluated and converted to U.S. standards.

Graduate level courses taken prior to July 1, 2013 will be grandfathered and allowable towards the MA+30 completion requirements.

## APPENDIX C

### 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.

SENIOR HIGH SCHOOL	2016-17 thru 2018-19 School Year
Band-Marching and Concert	\$2,918
Band - Concert Only	\$1,937
Vocal Music	\$1,912
Debate	\$1,369
Drama (3 Act)	\$968
Drama (1 Act)	\$534
Yearbook	\$1,200
Newspaper	\$1,200
Stage Crew	\$589
Cheerleader Coach	\$2,122
Pompon Advisor	\$1,272

MIDDLE SCHOOL	2016-17 thru 2018-19 School Year
Band	\$1,444
Vocal Music	\$1,057
Drama (per play or variety show)	\$487
Yearbook	\$911
Stage Crew	\$487
Cheerleader Coach	\$1,196
Pompon	\$1,013
Newspaper	\$911

ELEMENTARY SCHOOL	2016-17 thru 2018-19 School Year
Service Squad	\$495
Safety Patrol	\$495
Choir	\$495

<b>Saginaw Arts and Sciences Academy</b>	<b>2016-17 thru 2018-19 School Year</b>
Band	\$1,938
Orchestra	\$1,938
Drama	\$1,938
Vocal	\$1,938
Dance	\$1,938
Stage	\$695

<b>ATHLETIC COACHES (SENIOR HIGH)</b>	<b>2016-17 thru 2018-19 School Year</b>
Baseball, Head Coach	\$3,446
Baseball, Assistant Coach	\$2,298
Basketball, Head Coach	\$5,514
Basketball, Assistant Coach	\$3,446
Cross Country	\$2,298
Faculty Manager	\$7,008
Football, Head Coach	\$5,514
Football, Assistant Coach	\$3,446
Golf Head Coach	\$2,298
Hockey Head Coach	\$3,446
Soccer	\$3,446
Softball, Head Coach	\$3,446
Swimming, Head Coach	\$3,790
Tennis	\$2,298
Track, Head Coach	\$3,446
Track, Assistant Coach	\$2,298
Volleyball, Head Coach	\$3,446
Wrestling, Head Coach	\$4,136
Assistant Faculty Manager	\$2,756

<b>MIDDLE SCHOOL</b>	<b>2016-17 thru 2018-19 School Year</b>
Baseball, Head Coach	\$1,902
Basketball, Head Coach	\$2,154
Basketball, Assistant Coach	\$1,902
Football, Head Coach	\$2,728
Football, Assistant Coach	\$1,902
Softball, Head Coach	\$1,902
Swimming, Head Coach	\$1,902
Track, Head Coach	\$1,902
Volleyball, Head Coach	\$1,902

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

<b>OTHER SENIOR HIGH SCHOOL</b>	<b>2016-17 thru 2018-19 School Year</b>
Golf, Assistant Coach	\$1,579
Softball, Assistant Coach	\$2,298
Swimming, Assistant Coach	\$2,298
Volleyball, Assistant Coach	\$2,298
Wrestling, Assistant Coach	\$2,298
Trainer/Manager for all Sports	\$4,923

<b>OTHER MIDDLE SCHOOL</b>	<b>2016-17 thru 2018-19 School Year</b>
Assistant Track	\$1,435



# APPENDIX D

## 2016-2017 OFFICIAL CALENDAR Saginaw Public Schools • Saginaw, Michigan

S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
<b>AUGUST 2016</b>							<b>FEBRUARY</b>						
	1	2	3	4	5	6				1	2	3	4
7	8	9	10	11	12	13	5	6	7	B	9	P	11
14	15	16	A	18	19	20	12	13	14	A	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	P	25
28	(29)	(30)	(31)				26	27	28				
<b>SEPTEMBER</b>							<b>MARCH</b>						
				(1)	2	3				1	2	3	4
4	5	6	7	8	P	10	5	6	7	B	9	P	11
11	12	13	B	15	16	17	12	13	14	A	16	17	18
18	19	20	A	22	P	24	19	20	21	22	23	P	25
25	26	27	28	29	30	2	26	27	28	29	30	31	
<b>OCTOBER</b>							<b>APRIL</b>						
						1							1
2	3	4	5	6	P	8	2	3	4	5	6	P	8
9	10	11	B	13	14	15	9	10	11	B	13	14	15
16	17	18	A	20	P	22	16	17	18	A	20	P	22
23	24	25	26	27	28	29	23	24	25	26	27	28	29
30	31						30						
<b>NOVEMBER</b>							<b>MAY</b>						
		1	2	3	P	5		1	2	3	4	P	6
6	7	(8)	B	10	11	12	7	8	9	B	11	12	13
13	14	15	A	17	P	19	14	15	16	A	18	P	20
20	21	22	23*	24	25	26	21	22	23	24	25	26*	27
27	28	29	30				28	29	30	31			
<b>DECEMBER</b>							<b>JUNE</b>						
				1	P	3					1	P	3
4	5	6	7	8	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	31	25	26	27	28	29	P	
<b>JANUARY 2017</b>							<b>JULY</b>						
1	2	3	4	5	6	7							1
8	9	10	B	12	P	14	2	3	4	5	6	7	8
15	16	17	A	19	(20)	21	9	10	11	12	13	P	15
22	23	24	25	26	P	28	16	17	18	A	20	21	22
29	30	31					23	24	25	26	27	P	29
							30	31					

2017-2018  
**OFFICIAL CALENDAR**  
 Saginaw Public Schools • Saginaw, Michigan

S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
<b>AUGUST 2017</b>							<b>FEBRUARY</b>						
		1	2	3	4	5					1	2	3
6	7	8	9	10	P	12	4	5	6	7	8	P	10
13	14	15	A	17	18	19	11	12	13	B	15	16	17
20	21	22	23	24	P	26	18	19	20	A	22	P	24
27	(28)	(29)	(30)	(31)			25	26	27	28			
<b>SEPTEMBER</b>							<b>MARCH</b>						
					1	2					1	2	3
3	4	5	6	7	P	9	4	5	6	7	8	P	10
10	11	12	B	14	15	16	11	12	13	B	15	16	17
17	18	19	A	21	P	23	18	19	20	A	22	P	24
24	25	26	27	28	29	30	25	26	27	28	29	30	31
<b>OCTOBER</b>							<b>APRIL</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	B	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					
<b>NOVEMBER</b>							<b>MAY</b>						
			1	2	P	4			1	2	3	P	5
5	6	(7)	B	9	10	11	6	7	8	B	10	11	12
12	13	14	A	16	P	18	13	14	15	A	17	P	19
19	20	21	22 <sup>+</sup>	23	24	25	20	21	22	23	24	25 <sup>+</sup>	26
26	27	28	29	30			27	28	29	30	31		
<b>DECEMBER</b>							<b>JUNE</b>						
					P	2						P	2
3	4	5	6	7	8	9	3	4	5	6	7	8	9
10	11	12	B	14	P	16	10	11	12	(B)	14	P	16
17	18	19	A	21	22	23	17	18	19	A	21	22	23
24 <sup>/</sup> 31	25	26	27	28	P	30	24	25	26	27	28	P	30
<b>JANUARY 2018</b>							<b>JULY</b>						
	1	2	3	4	5	6	1	2	3	4	5	6	7
7	8	9	B	11	P	13	8	9	10	11	12	P	14
14	15	16	A	18	(19)	20	15	16	17	A	19	20	21
21	22	23	24	25	P	27	22	23	24	25	26	P	28
28	29	30	31				29	30	31				

2018-2019  
**OFFICIAL CALENDAR**  
 Saginaw Public Schools • Saginaw, Michigan

S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
<b>AUGUST 2018</b>													
			1	2	3	4						1	2
5	6	7	8	9	P	11	3	4	5	6	7	P	9
12	13	14	A	16	17	18	10	11	12	B	14	15	16
19	20	21	22	23	P	25	17	18	19	A	21	P	23
26	(27)	(28)	(29)	(30)	31		24	25	26	27	28		
<b>SEPTEMBER</b>							<b>MARCH</b>						
						1						1	2
2	3	4	5	6	P	8	3	4	5	6	7	P	9
9	10	11	B	13	14	15	10	11	12	B	14	15	16
16	17	18	A	20	P	22	17	18	19	A	21	P	23
<sup>23/</sup> <sub>30</sub>	24	25	26	27	28	29	<sup>24/</sup> <sub>31</sub>	25	26	27	28	29	30
<b>OCTOBER</b>							<b>APRIL</b>						
	1	2	3	4	P	6		1	2	3	4	P	6
7	8	9	B	11	12	13	7	8	9	B	11	12	13
14	15	16	A	18	P	20	14	15	16	A	P	19	20
21	22	23	24	25	26	27	21	22	23	24	25	26	27
28	29	30	31				28	29	30				
<b>NOVEMBER</b>							<b>MAY</b>						
				1	P	3				1	2	P	4
4	5	(6)	7	8	9	10	5	6	7	B	9	10	11
11	12	13	B	15	P	17	12	13	14	A	16	P	18
18	19	20	A*	22	23	24	19	20	21	22	23	24*	25
25	26	27	28	29	P		26	27	28	29	30	P	
<b>DECEMBER</b>							<b>JUNE</b>						
						1							1
2	3	4	5	6	7	8	2	3	4	5	6	7	8
9	10	11	B	13	P	15	9	10	11	B	13	(P)	15
16	17	18	A	20	21	22	16	17	18	A	20	21	22
23	24	25	26	27	P	29	23	24	25	26	27	P	29
30	31						30						
<b>JANUARY 2019</b>							<b>JULY</b>						
		1	2	3	4	5		1	2	3	4	5	6
6	7	8	B	10	P	12	7	8	9	10	11	P	13
13	14	15	A	17	(18)	19	14	15	16	A	18	19	20
20	21	22	23	24	P	26	21	22	23	24	25	P	27
27	28	29	30	31			28	29	30	31			

**APPENDIX E**

**ARTICLE IX**

Class Size

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

**1. Elementary Schools**

Kindergarten - First Grade Classes	29
Second - Third Grade Classes	30
Fourth - Sixth Grade Classes	32
Special Education Classes	15 per day
Speech Correction Classes	75-100 case load per week
Combination-grade Classes	25

**2. Secondary Schools**

<b>Seventh-Twelfth</b>	<b>34 (except for the following)</b>
Vocal or Instrumental Music	No Limit
General Physical Education	45
Swimming	30
Strategic Reading or Math	25
Modified Classes	26 per hour
All Special Education	15 per session or hour
Technology Education	34
No teacher shall be required to instruct more than 250 pupils per day	

**Classes at the Saginaw Career Complex will follow the guidelines for CTE programs set by the State.**

## APPENDIX F

### Professional Learning Communities

Effective PLCs include a commitment to:

- Educators working in collaborative teams and taking collective responsibility for student learning rather than working in isolation.
- Collaborative teams implementing a guaranteed and viable curriculum, unit by unit.
- Collaborative teams monitoring student learning through an ongoing assessment process that includes frequent, team-developed common formative assessments.
- Educators using the results of common formative assessments to:
  - Improve individual practice
  - Build the team's capacity to achieve its goals
  - Intervene/enrich on behalf of students.
- The school providing a systematic process for intervention and enrichment.

Possible configurations of a PLC include:

- Building wide PLC to address issues affecting student learning at all grade levels and/or content areas
- Grade bands
- Grade level
- Content area

Members of a PLC should share common students or common content. PLCs use data to inform discussions and decisions about student learning and instruction. Data includes but is not limited to curriculum, student work, common formative assessment data, summative assessment data, behavior data, etc. Professional Talk is based on data and should result in actions being taken (i.e. adjustment to instruction, search for new strategies, regrouping of students to address needs identified by the data, etc.)

The work of a PLC includes but is not limited to:

- Focus on creating a “guaranteed and viable curriculum” by unpacking curriculum unit by unit and identifying learning targets for each standard.
- Focus on identifying learning targets in a unit of instruction for which common formative assessments will be given by the team.
- Focus on creating common formative assessments and a timeline for administering them as well as when the data will be discussed in PLC.
- Focus on assessment data that leads to adjustments in instruction, search for new strategies, etc.
- Focus on pre-assessment data as planning for a unit of instruction begins.
- Focus on summative data at the end of the unit to analyze the appropriateness of learning targets and the common formative assessments in teaching students what they needed to know.
- Focus on identifying strategies to be used to address challenges identified by data including researching new strategies.

Each PLC should be documented using the District PLC Protocol.

## APPENDIX G



### SCHOOL DISTRICT OF THE CITY OF SAGINAW *Office of the Assistant Superintendent*

**TO:** Principals, SIT-Chairs and Building Reps.

**FROM:** Ramont M. Roberts, Ph.D.  
Asst. Superintendent, HR/LR, Facilities & Support Services

**DATE:** TBD

**RE:** **Process Protocols for Enrollment Verification**

Please be advised that I have collaborated with the S.E.A. on a process for verifying weekly student count and staffing assignments for the (TBD) academic year. As a result, the process is as follows:

1. Week One: Building Administrator, Building Representative and School Improvement Team Chair review classroom numbers.
  - a. Start considering building level balancing of classes and staff reassignments.
  - b. Present recommendations for potential changes to Asst. Superintendent for H.R. Adjustments can be made as early as week two if necessary.
  - c. Building administrators and SIT can make adjustments with staff in their buildings that do not include the addition or reduction of any staff members.
  - d. Present a proposal to Asst. Superintendent for H.R. and the S.E.A. by (Date)
2. Week Two: Principal, School Improvement Team Chair, and Building Reps meet with staff to review the numbers and see if adjustments are still necessary. Staffs discuss possible ways of addressing classroom shortages or overages and make recommendations to the building administrator. Building administrators make recommendations to Asst. Superintendent for H.R. and the SEA. Recommendations are then shared with the Superintendent by (Date).
3. Week Three: Review week two recommendations and numbers. Asst. Superintendent and S.E.A. meets the week of (Date) to review numbers and makes necessary adjustments and recommends final approval for changes to Superintendent. Joint communication sent out from Asst. Superintendent for H.R. and S.E.A. to the buildings (S.E.A. Building Rep., School Improvement Team Chair).
4. Week Four: Suggested changes are reviewed, finalized by Superintendent's office, Human Resources, Finance and SEA and authorized for implementation by (Date). Principal, SIT – Chair and Building Rep meet with the building staff to inform them how the changes will occur.
5. After OFFICIAL count data is reviewed, a determination will be made as to the need for modification of staffing by the Asst. Superintendent for H.R., S.E.A., Finance and the Superintendent's office.

APPENDIX H

ADDED COMPENSATION REQUEST  
FOR PROFESSIONAL STAFF ONLY

Submit Completed Form to:  
Human Resources and Labor Relations

Date of Request \_\_\_\_\_

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

Name of Staff Member to Receive Payment \_\_\_\_\_

Building \_\_\_\_\_

Total Hrs. Requested \_\_\_\_\_ x Hrly Pay of \$ \_\_\_\_\_ = Total Amt. Added Comp. \$ \_\_\_\_\_

Dates of Additional Services \_\_\_\_\_

Reason for Additional Services \_\_\_\_\_

Account # \_\_\_\_\_

Employee Signature \_\_\_\_\_

Signature of Principal/Supervisor \_\_\_\_\_

Signature of Assistant Superintendent \_\_\_\_\_

(To Be Completed by Administrative Office)

Approved \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Approved \_\_\_\_\_  
Assistant Superintendent for  
Human Resources & Labor Relations

Approved Finance \_\_\_\_\_

Date \_\_\_\_\_

Date of Approval \_\_\_\_\_

Reason (If Denied) \_\_\_\_\_

Approved \_\_\_\_\_  
Superintendent

\_\_\_\_\_ Date \_\_\_\_\_

Date of Approval \_\_\_\_\_

APPROVAL IS SUBJECT TO MASTER AGREEMENT PROVISIONS