

Saginaw Intermediate

School District

*Saginaw Intermediate
Federation of Teachers
Michigan Federation of Teachers
and School Related Personnel,
Local 4283*

Contract

July 1, 2011 – June 30, 2013

Revised 07/01/2011

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SAGINAW INTERMEDIATE BOARD OF EDUCATION

and

SAGINAW INTERMEDIATE FEDERATION OF TEACHERS

This Agreement is entered into this 1st day of July 2011 by and between the Saginaw Intermediate School District, Saginaw, Michigan, hereinafter called the "Board," and the Saginaw Intermediate Federation of Teachers, Michigan Federation of Teachers and School Related Personnel, Local 4283, hereinafter called the "Federation."

WITNESSETH:

WHEREAS, the parties have a statutory obligation, pursuant to the Public Employment Relations Act, as amended by P.A. 112, to bargain with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, and

WHEREAS, this contract is in effect from July 1, 2011 to June 30, 2013.

THEREFORE, the Board and the Federation agree to the following:

Article I

RECOGNITION

The Board hereby recognizes the Saginaw Intermediate Federation of Teachers/American Federation of Teachers and School Related Personnel, Local 4283, AFL-CIO (SIFT/AFT/AFL-CIO) as the sole and exclusive bargaining representative as defined in Section II of the Public Acts of 1965. All full and part-time employees, including teachers, consultants, specialists, instructional center personnel, all health education coordinators, all certified special education positions including occupational therapists, occupational therapy assistants, physical therapists, physical therapy assistants, speech and language pathologists, teacher consultants for any special education eligibility category, gifted and talented coordinators, naturalists, teacher/naturalists, program coordinators, school psychologists, school social workers, early intervention teachers; excluding superintendents, assistant superintendents, directors, business managers, financial consultants, supervisors, substitutes, compliance coordinators, principals and executive personnel.

The term "bargaining unit member" when used hereinafter in this Agreement shall refer to all employees represented by the Federation in the bargaining unit as defined above.

Nothing contained herein shall be construed to prevent, deny or restrict any teacher, rights they may have under the Michigan Revised School Code or applicable civil laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

The Board agrees that neither it nor its agents shall attempt to initiate any exceptions to this Agreement, except through the Federation.

This Agreement preempts any policies of the Board which are in conflict with its written provisions to the extent of the conflict.

If any provision of this Agreement shall at any time become by legislative enactment or be held contrary to a law by a court of competent jurisdiction in the State of Michigan or of the United States, whichever is applicable and from whose judgement no appeal has been taken within the time provided for doing so, such provisions shall not be valid and subsisting except to the extent such provisions are permitted by law; all other provisions of this Agreement shall continue in full force and effect.

Article II

PROFESSIONAL NEGOTIATIONS

By mutual agreement of the parties during the calendar year in which this Agreement expires, the Board agrees to negotiate with the Federation regarding a successor agreement. Any agreement so negotiated will apply to all the members of the Federation and will be reduced to writing signed by the Board and the Federation.

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. When signed by both parties all the terms of this Agreement shall be legally binding. Despite reference herein the Board and the Federation as such, each reserves the right to act hereunder by committee, individual member or designated representative.

This Agreement may not be modified in whole or in part by the parties except as an instrument in writing duly ratified and executed by both parties.

The Board agrees not to negotiate at any time with any professional organization other than that designed as a representative pursuant to the Public Employment Relations Act, as amended. The Board further agrees to negotiate only with the Federation in regards to changes in salaries or other conditions of employment for Federation members to become effective during the term of this Agreement.

Article III

SITE BASED DECISION MAKING

The Board and Federation agree that decisions will be made utilizing the site based decision-making process. This process is based on the following five premises:

Premise One:

Collaborative decision-making is preferred, however, it is recognized that some decisions will be unilateral or based upon advice from stakeholders.

Premise Two:

Decision-making should be placed closest to those stakeholders who are affected by that decision.

Premise Three:

Collaboration results in quality when there is involvement of stakeholders in reaching shared decisions.

Premise Four:

Consensus is an effective way to make quality decisions.

Premise Five:

Quality decisions are more effectively made when parameters are established and consistently applied.

The Saginaw Intermediate School District will adhere to the above premises in its decision-making process.

Article IV

BOARD RIGHTS & RESPONSIBILITIES

The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities, and the exercise thereof conferred upon and vested in it by the laws and the Constitution of the state of Michigan and of the United States. Such rights shall include, subject to the express terms and conditions in this contract by way of illustration, and not by way of limitation, the right to:

1. Administer and control the District's facilities and equipment, and direct the operation and personnel of the district.
2. Make assignments, direct the work of all of its personnel, and determine the hours of service, and starting and ending times.
3. Establish, or modify any conditions of employment except those covered by the provisions of this Master Agreement.
4. Determine and provide the services, equipment and supplies necessary to continue its operation.
5. Adopt rules and regulations necessary for operations of the District.
6. Determine and specify the qualifications of all employees (bargaining unit members), including physical and mental conditions and fitness.

7. Determine the number and location or relocation of all facilities.
8. Determine the financial policies, including all accounting procedures necessary to operate the District.
9. Determine the policies pertaining to public relations of the district and its programs.
10. Determine the administrative structure, its functions, authority, and the amount of supervision.
11. Determine the criteria for the selection, evaluation, and/or training of its employees (bargaining unit members).
12. Determine and make policy on any other SISD matter not specifically mentioned in this Agreement.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan Revised School Code or any other national, state, district or local laws or regulations as they pertain to education.

Article V

WORKING CONDITIONS

The Board recognizes that facilities, equipment, and working space are essential to the operation of sound educational programs and will endeavor to provide the same in the better interest of Saginaw County school districts.

- A. Whenever and wherever a bargaining unit member incurs an expense with prior written approval for the purchase of equipment or services that are necessary in the performance of their job requirements, the Board shall reimburse to the bargaining unit member the full cost of such equipment or services. Any such equipment, when purchased, then becomes the property of SISD.
- B. Damage or Destruction of Property - bargaining unit members shall not be held responsible or liable for damage or destruction of SISD property when such loss is not the fault of the bargaining unit member as determined by the immediate supervisor.
 1. The Board will reimburse bargaining unit members, in an amount not to exceed \$200 (\$300 for damages to hearing aids and glasses only) in any of the school years covered by this Master Agreement for damage or destruction to certain personal property which occurs while the bargaining unit member is on duty in the work place. This section shall cover personal property of a type normally worn or brought into the work place, when the bargaining unit member has not been negligent, and only to the extent that such loss is not covered by insurance. The term "personal" property shall not include cash or jewelry (except wristwatches, which shall be covered). The damage or destruction shall not include or cover the effects of normal wear, tear and use.

2. Bargaining unit members who bring personal property into their place of work (other than that personal property as defined in 1. above) will be reimbursed for damages or loss provided that advance written permission is obtained from the immediate supervisor on forms to be provided by the Employer. The amount of liability accepted by the Board will be indicated in writing. If such personal property is already protected by the bargaining unit member's insurance program, then both Member and Board shall be exempted from this clause. Proof of personal insurance of property owned by the bargaining unit member must be made available upon request by the immediate supervisor.

C. Hartley Outdoor Education Schedule.

Regular work schedules for bargaining unit members assigned to the Hartley Outdoor Education Center will be assigned by the Director not to exceed 40 hours per week. Scheduled days of work will be based upon offerings that have been approved by the Hartley Administrator as being sufficient to the covering of total costs associated with providing the program. Hartley bargaining unit members will be given a projected calendar prior to the beginning of the school year. Initial work schedules will be assigned by the Director based on seniority. Initial scheduled work days will be pro-rated based on the percentage of projected calendar days calculated by the Director. Based on seniority, additional work days will be assigned on an equitable rotating basis. Any additional work days added to the bargaining unit member's calendar will be added so as to maintain the set ratio determined by the Director. Days used by the bargaining unit member as paid leave will not be included in maintaining the ratio. Days added to a member's calendar due to substitute teaching for paid leave will not count towards maintaining the ratio. Bargaining unit members so assigned will normally have duty free time (breaks) built into their schedule. Work schedules shall be flexible and will be assigned by the Director. Hartley staff will operate on a school year calendar. Scheduled days of work during the school year up to a maximum of one hundred and eighty seven (187) days (181 student instruction//6 professional development) shall be compensated on the Hartley staff member's per diem rate. Scheduled days of work beyond the school year calendar shall be compensated at the summer hourly rate as noted in the Agreement. Scheduled days of work will be based upon offerings that have been approved by the Hartley Administrator as being sufficient to the covering of total costs associated with providing the program.

The Hartley school year calendar will include scheduled days worked plus Opening Day and two and one-half (2.5) professional development days. If scheduled days worked with students equals one-hundred and eighty one (181) days within the school year, Hartley staff will be granted an additional two and one-half (2.5) professional development days to equal a total number of six (6) professional development/non-student days. Projected days of work shall be established by the Hartley Administrator at the beginning of the school year and will be reviewed by the Administrator in January and June of the school year with contract adjustments (if necessary) to occur in the 2nd pay of January and the 2nd pay in June.

- D. Normal work hours for bargaining unit members assigned to work in the Melvin G. Millet Center and the Transitions Center School will be as follows:
- Millet Staff hours will be from 7:50 A.M. to 3:25 P.M. on Tuesday through Friday and from 8:20 A.M. to 3:25 P.M. on Monday. Transition Center Staff hours will be from 7:45 A.M. to 3:15 P.M. Monday through Friday. There will be a 39 minute duty free lunch. With the exception of December, April and June, two hours per month are required for meetings beyond the daily scheduled work hours. (1 hour for professional development as designed by the Building Administrator; .5 hours for work team meetings and .5 hours for teacher prep time) Actual scheduled times for these meetings will be worked out on an annual basis with the relevant decision-making group, such as the building school improvement team or self-directed work team. This annual schedule shall be provided to the Superintendent at the beginning of each school year covered by this Agreement. Bargaining unit members shall not be required to report for work more than one (1) hour prior to student arrival time and shall not be required to remain at work for more than one (1) hour after the daily scheduled work time. There will be one (1) staff meeting per month that begins 30 minutes prior to the regular scheduled start time. One evening meeting per year may be required.
- E. Regular work schedules for Non-Millet classroom based bargaining unit members will not exceed a 40-hour week. The work schedule will follow the daily schedule of the building to which the bargaining unit member is assigned.
- F. Bargaining unit members, to the extent possible, will not be required or assigned to health care training and direct health care support with medically fragile students. An exception to this may be made, by consensual agreement, if nursing staff are consistently available on site and the bargaining unit member has been trained by a nurse. Bargaining unit members will not be required to direct or supervise other personnel engaged in activities falling within the scope of nursing practices.
- G. Salary schedules will be based on one-hundred and eighty seven (187) work days for bargaining unit members, including one-hundred and eighty-one (181) student instruction days, five (5) professional development days, and one (1) teacher record day.
- Teacher Record day is for bargaining unit members to work on Progress Reports and information needed for IEPC's and/or METs. It is further recognized that record days shall take place on the recognized Martin Luther King Holiday.
 - For purposes of one (1) professional development day within Center Based schools, Federation representation will be included in the collaborative professional development planning process. Federation representation for this day will be determined by Federation officers. There shall be equal representation between administrative staff and the Federation. These practices must be relevant to the SISD schedule, and conform to MDE and IDEA rules.

All Act of God days or delays will be made up at the end of the year in accordance with the provisions of paragraph A., ARTICLE VI, WEATHER/SCHOOL CLOSURE unless mutually agreed upon by the Board and Federation.

- H. West Saginaw County and other bargaining unit members assigned to work sites other than Millet and the Transitions Center School will follow the above work days/hours and will follow the calendar of the districts to which they are assigned. Scheduling conflicts with local district calendars shall be addressed in advance between the bargaining unit member and the appropriate supervisor.

ARTICLE VI

WEATHER/SCHOOL CLOSURE

- A. In the event of severe inclement weather or when otherwise prevented by an Act of God, nothing in this Article shall require the Board to keep schools or other work places open. When ISD facilities or school buildings in which bargaining unit members perform their jobs are closed due to the above-mentioned conditions, members shall not be required to report for duty except as noted in Section B. The District shall not require make-up of the first thirty (30) hours of school closure due to hazardous weather, fires, epidemics, health or other conditions which necessitate school closure. In the event it is necessary to make up hours beyond the thirty (30) as noted herein, said hours shall be made up without additional pay to bargaining unit members. Said hours will be rescheduled at the end of the school year unless other days/hours are agreed upon by both the Federation and the Board.
- B. With respect to the closing of school buildings or other facilities in which bargaining unit members work, members will follow procedures for such contingencies at their established place of work (including constituent school districts). When school is canceled for students at Millet Learning Center and/or the Transitions Center School bargaining unit members whose primary work place is located at Millet Learning Center and/or the Transitions Center School are not required to report. Bargaining unit members whose work place is other than the Millet Learning Center or the Transitions Center School, such as bargaining unit members assigned to classrooms in other buildings, will follow the school closure procedures or policies for bargaining unit members of that district. They shall not be required to report to Millet Learning Center or other SISD site in the event that their work place is closed and any other site is open. When school is open in the school district in which a classroom program resides, classroom staff will report for work. These days will be counted against required student instruction make up dates. Instructional make up days for classroom staff will only be determined on the basis of instructional days worked in that classroom. Bargaining unit members whose duties require travel and who have scheduled work on that day in other local school districts shall report to the scheduled districts that are open.

Article VII

PROTECTION OF EMPLOYEES

- A. Any case of assault on a bargaining unit member arising out of or in the course of a member's employment shall be reported to the Board or its designated representative. If a legal suit is brought against a bargaining unit member as a result of confidential information or misuse of such information, the Board will pay for legal counsel for such member if proven innocent and only if such coverage is provided by an insurance program paid for by the Board.
- B. During the term of this Master Agreement, the Board will continue to purchase errors and omissions and liability insurance for bargaining unit members for a minimum of \$1,000,000.00 (one million dollars) protection.
- C. Time lost by a bargaining unit member in connection with any incident mentioned in this Article shall not be charged against the member up to a maximum of five (5) days. Additional time lost, if required, may be charged against sick or personal leave with prior written approval from the immediate supervisor. Proper notification will be given to the appropriate administrator.
- D. Within sixty (60) days of ratification of this Master Agreement the Board will provide the bargaining unit members with copies of the insurance policies purchased by the Board which affect bargaining unit members.
- E. Any member of the bargaining unit will be entitled at all times to have a representative of the Federation present whenever a hearing is being conducted for possible discipline. When such request for representation is made no action shall be taken with respect to the bargaining unit member until such representation by the Federation is present. All written reprimands (excluding those issued to probationary employees) must be for just cause and are subject to the grievance procedure through and including binding arbitration.
- F. Any complaint made against an employee by any parent, student or other person will be brought to the attention of the employee in a timely manner by the appropriate administrator if such complaint is to be used as a basis for any disciplinary or legal action against the specified employee.
- G. The probationary period for bargaining unit members who are subject to the Michigan Teacher Tenure Act, as amended, shall be that as specified in the Act. All other bargaining unit members hired after July 1, 1999 shall be subject to a four (4) year probationary period.
- H. If legal action is brought against a bargaining unit member as a result of disciplinary measures implemented with a student, the Board will provide legal counsel and assistance to the bargaining unit member provided the bargaining unit member performed his/her professional responsibility in accordance with Board policies, building level discipline procedures, the student's current IEP, the student's current behavior plan and/or other

provisions of applicable statute or department rule.

Article VIII EVALUATION

The evaluation of the performance of each bargaining unit member is the responsibility of the administration and shall be conducted in accordance with State Law. The SIFT and the Board agree that the performance evaluation system implemented for use for Special Education Classroom Teachers in 2011-2012 will be utilized while the State Board of Education develops a statewide instrument and evaluation format. Both parties agree to adhere to all State legislation applicable during the life of this Agreement.

- A. The SIFT and the Board agree to work toward the development and implementation of a performance based stipend program to be applicable to all bargaining unit members at the end of the 2011-2012 school year.

- B. Evaluation time lines shall be as follows:
 - 1. All tenured teachers and non-probationary bargaining unit members will be evaluated annually. Additional evaluations may be conducted from time to time when deemed necessary by the administrator. On an annual basis, each tenured and non-probationary bargaining unit member and supervising administrator will meet to discuss and develop professional development goals and concerns.
 - 2. Probationary teachers/bargaining unit members will be evaluated annually.

- C. Monitoring or observing the work performance of an employee will be done openly. Covert surveillance, including the use of electronic devices, will not be used without the full knowledge and permission of the employee.

- D. The teacher may attach a written reply to an evaluation or observation report within ten (10) working days after receipt of the evaluation or report.

- E. Tenured teachers shall be evaluated in accordance with State laws. Listed below are guidelines for administrators when conducting evaluations for tenured teachers and non-probationary bargaining unit members.
 - 1. If a tenured teacher/non-probationary bargaining unit member receives an overall rating of Ineffective or Minimally Effective he/she shall be placed on an Individualized Development Plan (IDP) with the objective of performance remediation. The tenured teacher/non-probationary bargaining unit member shall be consulted in the formulation of the IDP and shall sign a statement on the IDP attesting to that involvement and acknowledging receipt of the IDP. Any direct cost related to classes or purchase of materials, as directed by the IDP, shall be borne by the District.

2. If a tenured teacher or non-probationary bargaining unit member is at risk of being dismissed or demoted because of inadequacies observed in the teacher's professional work with students or non-compliance with the Individualized Development Plan, such action must minimally be preceded by:
 - a. Clear written direction to the teacher/non-probationary bargaining unit member of what the inadequacies are, what improvements are expected, and the consequences for failing to do so.
 - b. Opportunity, time and support for the teacher/non-probationary bargaining unit member to comply.
 - c. Provision for administrative assistance to aid the teacher's/non-probationary bargaining unit member's improvement.
- F. Probationary teachers shall be evaluated in accordance with State laws. Listed below are guidelines for administrators when conducting probationary evaluations for teachers and other probationary bargaining unit members.
 1. As a condition of continued employment, each probationary teacher/bargaining unit member subject to the professional development requirements of Section 1526 of the School Code of 1976 (or its successor provision), shall complete professional development requirements within the time provided by statute. The Board shall not be obligated to compensate the probationary teacher for either the time connected with completion of these requirements or for other associated costs such as enrollment, course and/or registration fees.
 2. A probationary teacher's/bargaining unit member's supervisory administrator shall provide the probationary teacher/bargaining unit member with an Individualized Development Plan (IDP) containing: instructional and performance goals; plans for professional development; evaluation standards and procedures; and other matters relevant to the probationary teacher's growth and performance. The probationary teacher/bargaining unit member shall be consulted in the formulation of the IDP and shall sign a statement on the IDP attesting to that involvement and acknowledging receipt of the IDP.
 3. If a probationary teacher/bargaining unit member receives an overall evaluation rating of Ineffective or Minimally Effective, his/her IDP will be reviewed and, if necessary, amended with the objective of performance remediation. The probationary teacher shall be consulted in any amendment or modification of the IDP and shall sign a statement attesting to that involvement and acknowledging receipt of the modified IDP. The IDP will contain the forms of assistance to be provided by the administration or other sources. The probationary teacher shall be responsible for implementing the IDP with assistance from the administrator. The IDP shall specify a time interval for desired performance remediation. Any direct cost related to classes or purchase of materials, as directed by the IDP, shall be borne by the District.

4. All dismissals, non-renewal of probationary teacher/bargaining unit member contracts shall be handled in accordance with the Michigan Teacher Tenure Act as amended and shall not be subject to the grievance procedure set forth in this agreement.
 5. In the event a probationary teacher/bargaining unit member is not continued in employment, the evaluator will advise the probationary teacher of the reasons therefore in writing.
- G. For the first three years of his/her employment in classroom teaching, a teacher shall be assigned by the school in which he/she teaches to one or more master teachers, or college professors, or retired master teachers, who shall act as a mentor or mentors to the teacher.
- During the three year period, the teacher shall satisfactorily complete an intensive professional development induction into teaching based on the Individualized Development Plan which shall consist of at least fifteen days of professional development, the experiencing of effective practices in university-linked professional development schools, and regional seminars conducted by master teachers and other mentors, including classroom management and instructional delivery. The district shall not be required to provide released time to the teacher to satisfy the fifteen day professional development requirement mandated by law, shall not provide additional compensation to the teacher for these fifteen days of professional development, and shall not reimburse the teacher for any cost incurred in fulfilling this statutory requirement.

Article IX

LEAVES

- A. At the beginning of each school year, each bargaining unit member shall be credited with fifteen (15) days of leave, the unused portion of which shall accumulate up to ninety (90) days. For bargaining unit members, the 15 combination sick/personal business leave days will be 10 for sick days, 3 for personal business requiring 24 hour advance notice and 2 for emergencies. Emergency leave days do not require advance notice or explanation to be granted. All of these days may be used as sick days, if needed. The unused portion of these days will continue to accumulate in the same manner as stated elsewhere in the contract. Summer school teachers will be credited with two (2) non-cumulative sick days. The Board shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total leave credit. Any retiring bargaining unit member who indicates retirement and submits an irrevocable letter of resignation ninety (90) days prior to retirement (excluding the summer program) with between thirty (30) and ninety (90) days of accrued sick leave on July 1 of the school year in which they retire will not be required to use sick leave for personal illness/disability leave days identified in Article VII, section 3 with the following exceptions:
1. Illness/disability absences in the school year in which the bargaining unit member is retiring exceeds forty-five (45) days;
 2. The bargaining unit member qualifies for workers compensation.

B. For purposes of this Section, the term dependent shall be defined as anyone identified by the bargaining unit member as requiring the bargaining unit member's consideration as permitted under this Section. Leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

1. Jury Duty - When a bargaining unit member is called to jury duty, such jury duty time shall not be counted against their leave time. Bargaining unit members shall be reimbursed, by the Board, for the purposes of pay, the difference between jury duty-reimbursed expenses and their per diem rate.
2. Personal Illness and Disability - bargaining unit members may use all or any portion of their leave to recover from their own medical condition, illness or disability. Bargaining unit members may use up to five (5) days of their leave for the medical condition, illness or disability of a family member or dependent. The use of additional leave days may be authorized by the Superintendent. A bargaining unit member absent from work because of mumps, scarlet fever, measles, chicken pox, pink eye, or treatment for communicable infestations such as ringworm, lice, scabies, or impetigo shall suffer no diminution of compensation and shall not be charged with loss of personal sick leave.
3. The District shall comply with the provisions of the Family Medical Leave Act.
4. Child Care Leave - A member shall be granted an unpaid child care leave of up to one year upon satisfactory evidence that in the opinion of proper professional or medical authorities, the child's physical or mental well being would be adversely affected by failure of the Board to grant such leave to a member. Fringe benefits beyond the requirements of the Family Medical Leave Act may be continued at the bargaining unit member's expense under the provisions of COBRA.
5. Medical or Nursing Care - The bargaining unit member may take up to five (5) days to make arrangements for medical or nursing care for a family member or dependent.
6. Death- Bargaining unit members may take leave for up to five (5) days per year for death of a family member and/or dependent which shall not be deducted from accumulated leave. Additional time, which shall be deducted from accumulated leave, may be granted with the approval of the superintendent.
7. Extended Illness - A bargaining unit member who is unable to perform services because of personal illness or disability must first exhaust their personal sick leave, and/or group leave bank. However, upon completion of forty-five (45) continuous sick days, that member will be eligible to apply for compensation under the LTD program which shall be responsible for any continuation of pay subject to the terms of the LTD program. That employee shall be granted leave of absence and shall receive disability compensation, if any, under the terms of the LTD program for the duration of such illness or disability. The Board agrees to continue its contributions for medical benefits for the period of time that the

employee is supplementing LTD with their personal sick leave. Absence due to injury or illness incurred in the course of the employment shall not be charged against the bargaining unit member's sick leave days and the Board shall pay to such member the difference between their salary and benefits received under the Michigan Workmen's Compensation Act for the duration of such absence. (Such payments shall be for a maximum of twelve (12) months.)

8. Sabbatical Leave - bargaining unit members who have been employed for seven (7) years may be granted a sabbatical leave for one (1) year, provided the application for the sabbatical leave is accompanied by proof of a well considered plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and the best interest of the Saginaw Intermediate School District, and provided that said member shall sign a contract agreeing to return to employment with the District for at least the following school year. During said sabbatical leave, said member shall be considered to be in the employ of the Board for the purposes of salary schedule placement and seniority only, and shall be paid one half (1/2) of their annual salary. A bargaining unit member, upon return from a sabbatical leave, shall be returned to their former position or to a position of like nature and status and shall be placed at the same position on the salary schedule as they would have been had they worked in the District during such a period. A maximum of five (5) bargaining unit members per year may be granted a sabbatical leave. Bargaining unit members may, upon request, be granted a leave of absence not to exceed two (2) consecutive contractual years, to accept another temporary professional assignment with the Saginaw Intermediate School District. Time spent on said leave shall be counted the same as active service in the Saginaw Intermediate School District and shall accrue all the benefits of seniority. Bargaining unit members must return to employment for at least two years or repay all income received during sabbatical.
 9. Military Leave - The Board will grant military leaves in accordance with applicable Michigan and Federal statutes.
 10. Federation Days - The Board shall allow individuals appointed by the Federation a maximum of ten (10) days total absence, without reduction or loss of pay, to attend Federation conferences. The Federation shall reimburse the Board for wages paid substitute teachers employed to replace the bargaining unit member during said absence.
- C. Return From Leave - Upon return from leave of ninety (90) or more work days, the bargaining unit member shall be restored to either the same position from which leave was taken or to another position for which the bargaining unit member is certified and qualified provided the bargaining unit member is not subject to layoff.

Article X

STAFF SENIORITY, LAYOFF AND RECALL

A. Seniority

1. SISD/bargaining unit seniority will commence with the SISD hire date (date of Board approval) and shall apply to all members of the bargaining unit and shall be ranked from the highest to the lowest within the bargaining unit. When more than one (1) employee is hired on the same date, seniority rank will be determined by lot. Bargaining unit members hired after July 1, 1999 shall not have seniority during the probationary period, however upon successful completion of the probationary period; seniority shall be counted retro-actively to the SISD hire date (Board approval). Seniority for current bargaining unit members shall be as of the date stated in the seniority list published in January of 1999. Seniority for bargaining unit members hired after January 1, 1999 shall be defined by date of Board action to hire.
2. The bargaining unit member assigned to the regular school year program/services shall be given first priority for the continued delivery of service/programming needs that extend beyond the regular school year. If that bargaining unit member declines, assignments will be made based upon appropriate certification/qualifications and seniority from the pool of interested bargaining unit members.
3. Seniority shall accrue on all medical and approved leaves excluding sabbatical, of one (1) year or less. For employees who have extended leaves of absence beyond one (1) year, seniority shall be capped at one (1) year. Employees on layoff status shall have their seniority frozen at the time of layoff. Seniority shall not accrue to laid-off employees.
4. Seniority shall be counted and shall accrue to members of the bargaining unit (except probationary employees) on a per contracted work day basis and shall conform to the following formula:
 - a. Members who work at least the contracted Federation calendar year shall earn one (1) year of seniority.
 - b. Members of the bargaining unit who work less than the contracted Federation calendar year shall accrue seniority on a pro-rated basis.
 - c. Members of the bargaining unit who work at least 1/2 day shall be credited 1/2 day of seniority. Members who work less than 1/2 day shall not be credited with seniority.
5. Each year the Board shall prepare a seniority list by certification and classification and transmit a copy of the same to the Federation on or before the 1st day of November, which shall be updated by February 1st. If no objections to the seniority list are received within thirty (30) days from its distribution, the Board's

List shall be regarded as conclusive.

B. Layoff

In order to promote an orderly reduction in bargaining unit personnel when the educational program, curriculum and staff are reduced, the following procedure will be used.

1. Probationary employees shall be laid off first provided there is a tenured employee who is certified (where required), or a non tenure employee who is state approved, authorized and available to perform the duties of the position the probationary employee is vacating, or unless the position that the probationary employee is vacating is being eliminated together.
2. If reduction of bargaining unit personnel is still necessary, then tenured and non-probationary employees in the specific positions in classifications being reduced or eliminated shall be laid off in the inverse order of seniority.
3. For purposes of this Article, "classification" shall mean areas of certificate endorsement, approval or state authorization. For example, Emotionally Impaired (EI) constitutes a single classification.
4. A tenure or non-probationary employee who is identified for reduction pursuant to this Article has the right to be placed in a Federation position for which he/she has full certification (for positions requiring certification) or state approval to fill, as of the time of layoff, and which is occupied by an employee with less seniority. Any exercise of this right by a bargaining unit member must be within ten (10) calendar days of his/her receipt of a layoff notice. Layoff notice shall be served either by registered mail to the bargaining unit member's last known address, return receipt requested, or by personal service to the bargaining unit member.

C. Recall Procedure

1. Tenured and non-probationary bargaining unit members on layoff shall be recalled in order of seniority, provided the more senior bargaining unit member is certified (for positions requiring certification) or state approved to fill the vacant assignment.
2. No new personnel shall be employed by the Board to fill vacant Federation positions while there are properly certified (for positions requiring certification) or state approved bargaining unit members on layoff status eligible for recall. No probationary employee shall be recalled prior to a tenure or non-probationary employee certified (for positions requiring certification) or approved to fill the available assignment.
3. The Board shall give written notice of recall from layoff by sending a certified letter to said employee at his/her last known address. It shall be the responsibility of each employee to notify the Board of any changes in address by certified letter. The employee's address as it appears on the Board's records shall be conclusive

when used in connection with layoff, recall, or other notices to employees.

4. An employee on layoff status will be considered to have voluntarily terminated his/her employment if:
 - a) He/she fails to respond to a letter of recall within ten (10) calendar days of the date received by sending a certified letter indicating intent to return by reporting date specified in the recall notice and reporting for work on that date, unless otherwise excused in advance by the administration.
 - b) A laid-off bargaining unit member (with the exception of probationary employees) employed under contract by another Michigan K-12 or Intermediate School District at the time of recall may properly refuse call. However, if the bargaining unit member is offered a position by July 1 at SISD for the ensuing school year, the bargaining unit member's refusal of the offer shall constitute a resignation and his/her employment shall automatically terminate.
5. Probationary bargaining unit members shall remain on the recall list and shall be eligible for recall for a period not to exceed one (1) year from their effective date of layoff, or their length of service with the District whichever interval is shorter. At the expiration of the recall period, all rights to re-employment are automatically lost. Tenured bargaining unit members and other non-probationary members shall remain on the recall list and shall be eligible for recall for a period not to exceed three (3) years from their effective date of layoff. At the expiration of the recall period, all rights to re-employment are automatically lost.
6. Laid-off bargaining unit members eligible for re-call and fully certified and/or state approved for the specific vacancy shall be recalled prior to implementation of the posting procedure (Reference Article IX). Recall rights of laid-off employees shall supersede requests for internal transfers and re-assignments.

D. Employees - Special Grants

Employees, whose salaries are paid from special grant funds may be laid-off when such funds are no longer available, provided the positions remain unfilled. Efforts to secure renewal of grants to continue employment of employees whose salaries are paid from these funds will be made unless the Board decides to discontinue the project.

E. Notice of Certification and Approval

An employee shall provide written notice to the Board and Federation of any change to his/her certificates, endorsements, licenses, or approvals after the original filing of same with the Board. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon. The employee shall further notify the Board and Federation, in writing, in the event that he/she petitions the State board of Education for nullification or limitation of his/her certificate, one or more endorsements thereon or a grade level certification appearing on the certificate.

The certification (and/or approval) of an employee to be laid off shall be the certification (and/or approval) on file with the Board at the time the notice of layoff is sent. The certification (and/or approval) of an employee to be recalled from layoff shall be the certification (and/or approval) on file with the Board at the time the notification of recall from layoff is sent. It is the employee's duty to make sure the Board's records are correct and to notify the Board, in writing, of any inaccuracies or changes.

Article XI

VACANCIES/TRANSFERS

Definitions and Procedures

1. Assignment: The position designated in writing to the bargaining unit member.

Procedure: Assignments from one year to the next are the prerogative of the Board. Assignments will be designated in writing at least twenty (20) days prior to the beginning of the school year. For new bargaining unit members, it is the position for which the individual was hired. All assignments must be based on professional certification, highly qualified status, licensure, approvals, attained seniority, the instructional requirements and student needs for said position.

2. Reassignment: Any change in assignment after the initial assignment has been made. Reassignments must be based on professional certification, highly qualified status, licensure, approvals, attained seniority, the instructional requirements and student needs for said position.

Procedure: The Board and Federation recognize that frequent reassignment of bargaining unit members is disruptive of the educational process and interferes with optimum performance. They also recognize that some reassignments may be necessary. Under no circumstances will a position be altered at the request of another bargaining unit member.

3. Relocation: Bargaining unit member is directed to move to a new work location.

Procedure: Bargaining unit members who are directed to move to a new work location will be granted up to two (2) student free workdays to accomplish relocation or reassignment.

4. Voluntary Transfer: A bargaining unit member requests to transfer to a vacant position.

Procedure: The bargaining unit member will notify the Superintendent in writing no later than April 15th, or within ten (10) days of vacancy posting, if the bargaining unit member is interested in a voluntary transfer.

5. Involuntary Transfer: A bargaining unit member is transferred involuntarily.

Procedure: Written notice of the involuntary transfer will be provided at least ten

(10) calendar days prior to the effective date of transfer. The Superintendent will not make these changes without good cause. In considering involuntary transfers, the Superintendent will give due weight to professional certification, highly qualified status, licensure, approvals, attained seniority, the instructional requirements and student needs for the position.

6. Vacancy: Vacancy is a position not currently filled by a bargaining unit member.

Procedure:

- a. Vacancies within the unit, resulting from reassignments, resignation, death, retirement, or re-establishment of a reduced position not filled by the recall procedure, shall be posted, and made available to the bargaining unit members within fifteen (15) days after the Board knows of the vacancy. If the vacancy occurs during the summer months, an appropriate written notice shall be given to all bargaining unit members. All bargaining unit members are free to requests a reassignment for personal or professional reasons. The Board will make an effort to reassign bargaining unit members as per their request whenever possible.
- b. In filling such vacancy, the Board agrees to give due weight to the professional certification, highly qualified status, licensure, approvals, attained seniority, the instructional requirements and student needs for said position, and other relevant factors of all applicants from within the bargaining unit.
- c. Assignments from one year to the next are the prerogative of the Board. Assignments shall be considered by the Board and discussed with the bargaining unit member and the Federation in advance of such assignment.

Article XII

GRIEVANCE PROCEDURE

A. Definition

Any claim by a bargaining unit member of the Federation that there has been a violation or misinterpretation of the specific terms or provisions of this Agreement, or a complaint concerning disciplinary action against a non-probationary bargaining unit member which has been implemented without reasonable and just cause shall be a grievance and shall be resolved through the procedure set forth herein. Any complaint subject to the procedures of the Teacher Tenure Act shall not be the basis of any grievance filed under the procedure outlined in this article. Complaints or claims involving non-renewal, dismissal or discipline of probationary bargaining unit members shall not be subject to the grievance procedure.

B. Procedure of Handling

1. The bargaining unit member who feels that they have a grievance should first take the matter up verbally with the supervisor who will attempt to resolve it.
2. If this discussion with the supervisor fails to resolve the grievance, the bargaining unit member shall reduce the grievance to writing, (within ten working days following the act or condition which is the basis of the grievance) specifying the section of the contract the teacher alleges is violated, the events that caused the alleged violation, and the remedy the teacher seeks.
3. Within five (5) working days of receipt of the written grievance, the Supervisor shall arrange a conference to review and consider the grievance. At the time of conference, the bargaining unit member may appear personally or they may be represented by the Federation representative, or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the bargaining unit members.
4. Within five (5) working days after such conference or longer if mutually agreed to, the Supervisor shall answer grievance in writing.
5. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the Supervisor's decision will be final.
6. If the Federation does not accept the Supervisor's written answer, the grievance may be appealed to the Superintendent, or designee sending such notice in writing to the bargaining unit member within five (5) working days from the date of Supervisor's written decision.
7. Within ten (10) working days of receipt of the written appeal, the Superintendent, or designated representative, will arrange for a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the bargaining unit members.
8. Within ten (10) working days, after the conference or longer if mutually agreed to, the Superintendent, or designated representative, shall answer such grievance in writing.
9. Such answer shall be final and binding unless appealed to the next step by the Federation within thirty (30) calendar days from the date of the Superintendent's written decision.
10. If the grievance is not settled at the preceding step it may be submitted to binding arbitration at the election of the Federation if appealed within fifteen (15) days of the Superintendent's decision. Such appeal shall be made pursuant to the rules of the American Arbitration Association (AAA), with a copy submitted to the Superintendent.
11. The fees and expenses of the impartial arbitrator, cost of transcript (if one is requested by the Arbitrator), and cost of the hearing room shall be borne equally

by both parties. All other expenses incurred shall be paid by the party incurring them.

12. The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as the collective bargaining agreements. The function and purpose of the Arbitrator shall, therefore, not have authority, nor shall they consider their function to include, the decision of any issue not submitted to or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to, any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in what is in effect a modification (whether by addition or detraction) of written terms of this Agreement. The Arbitrator may not render a decision merely because in his/her opinion such a decision is fair or equitable or because in his/her opinion it is unfair or inequitable.
 13. Unless expressly agreed to by the parties, in writing, the Arbitrator is limited to hearing one issue or grievance upon its merits at any one hearing. Separate Arbitrators shall be constituted for each grievance appealed to binding arbitration.
- C. Any employee who is a member of the bargaining unit covered under this Agreement, or any group of such members of the Federation believing that they are aggrieved, may file a grievance and have it resolved in accordance with the principles and procedures designated in this Article. Individual bargaining unit members may not appeal a grievance beyond the Supervisor's level. Nothing contained herein shall be construed as limiting the right of any employee to discuss the matter informally with his/her supervisor as described in Level One of the grievance procedure.
 - D. An employee or group of employees may be represented at any level of the grievance procedure by a designated representative of the Federation.
 - E. The primary purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible. Both the Federation and the Board agree that these proceedings shall be kept confidential as may be appropriate at each level of the procedure.
 - F. The term "days" in this article shall mean calendar days except where otherwise indicated.
 - G. It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered to be the maximum and every effort should be made to expedite the process. The parties may, however, mutually agree to extend the time limits at any step.
 - H. No reprisals of any kind shall be taken by or against any party of interest or any participant in the procedure by reason of such participation.

- I. A grievance may be withdrawn by mutual agreement at any level without prejudice.
- J. Neither party may assert, in arbitration proceedings, any evidence not disclosed to the other party prior to the arbitration hearing.
- K. In processing grievances, release time will be granted upon mutual consent by the aggrieved person, Federation and Superintendent or if so required by the arbitrator. Such release time shall be without loss of pay or penalty.

Article XIII

PAYROLL WITHHOLDING PROGRAMS

Such deductions shall only be made with the affirmative written and voluntary consent of the bargaining unit member, on file with the Board, in accordance with applicable statutory provisions. Nothing in this Article shall be interpreted or applied to allow involuntary or passive deduction of employee contributions to political action or other similar funds of the Federation or its affiliates.

Article XIV

MASTER AGREEMENT AMENDMENTS AND EMERGENCY MANAGER

Changes and/or additions to the Master Agreement by the negotiating committees of both the Board and the Federation shall be considered a part of the master contract upon approval of both the Federation and the Board.

An Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4214, MCL 141.1501, et seq., shall be able to reject, modify or terminate this Agreement as provided in the Act.

Article XV

NO STRIKE CLAUSE

The Federation and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Federation and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Federation therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slow-down or stoppage or work, boycott, picketing or similar interruption of activities in the school system. Failure or refusal on the part

of any teacher to comply with any provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

Article XVI

FINANCIAL DATA

The Board agrees to furnish the Federation, upon request, information concerning the financial resources of the district, including, but not limited to, annual financial budgets or reports, registers of bargaining unit personnel, membership data, salaries paid thereto and educational background, and such other information that is necessary for negotiations and the representation and processing of grievances. Such information shall be transmitted to the Federation within a reasonable time or the Federation shall be notified if such information is not available.

Article XVII

NON-DISCRIMINATION

The parties agree that it shall be a violation of this Agreement for the Board or Federation to limit, segregate, or classify any employee which in any way deprives any employee of employment opportunities or otherwise adversely affect their status as an employee because of such individual's race, color, religion, sex, age, marital status, height, weight, handicap or national origin.

Article XVIII

AGENCY SHOP

The Board and the Federation agree that the Union's duties to persons employed in the bargaining unit require that each unit member share the costs associated with the negotiation of and administration of this collective bargaining agreement. Therefore, each person employed in the bargaining unit shall either become a member of the Federation, and pay dues required of members, or agree to pay a service fee in an amount determined by the Federation.

1. Promptly after approval of their hiring, the Federation will be notified of the name(s) of each person newly employed by the Board who will be assigned to a position in this bargaining unit. The employee will have thirty (30) calendar days from Board date of action to hire to decide whether to become a Federation member or pay a service fee.
2. In the event the bargaining unit member shall not pay such Service Fee directly to the Federation or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Federation, deduct the service fee from the bargaining unit member's wages and

- remit same to the Federation under the procedures provided below.
3. The procedure in all cases of non-payment of the service fee shall be as follows.
 - a. The Federation shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b. If the bargaining unit member fails to remit the service fee or authorized deduction for same, the Federation may request the Board to make such deduction pursuant to paragraph 3a. above.
 - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Federation or authorized payroll deduction of same. Additionally, the bargaining unit member may request that the Board of Education withhold or suspend involuntary wage deduction due to any asserted legal infirmity with the Federation's internal procedures by which bargaining unit members may protest the calculation of the agency shop/service fee which is alleged to be not properly chargeable to bargaining unit members who elect not to become members of the Federation.
 - d. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
 4. The employer will deduct dues or service fees from the paychecks of persons who have agreed to such deductions. Dues or service fees will be withheld on the schedule approved by the employee. Employees may have dues deducted in equal amounts from their paycheck according to a schedule to be jointly determined by the Federation and the Board or annually from the first paycheck in October.
 5. A Federation member or service fee payer may pay either dues or service fees directly to the Federation in such a manner and on such a schedule as the Federation may approve.
 6. The Federation will determine the amount of the service fee in accordance with prevailing law. Presently, the law permits the Federation to allocate its expenses as chargeable or non-chargeable based on their relationship to negotiation and enforcement of the collective bargaining agreement. The Board may request, and receive, information explaining which fees or expenses the Federation has determined to be chargeable to service fee payers.
 7. Nothing in this Article shall be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar

funds of the Federation or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions.

8. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations, shall not be required to join, or maintain Federation membership or otherwise financially support the Federation as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one of three such charitable organizations as mutually designated by the District and the Federation.
9. The Federation shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the District in reliance upon information furnished to the District by the Federation in the course of enforcing this Article. Further, the Federation agrees to indemnify and save the District, the Board of Education, the individual members of the Board and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorney's fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of, action by the District or its agents for purposes of complying with the Federation's security provisions of this Agreement. The Federation also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.
10. The Federation will provide the Board a copy of its Process for Resolution of Objections, and any changes to the Process.

Article XIX

SICK LEAVE BANK

A sick bank is hereby established consisting of five hundred (500) days established by the Board and Federation.

If the utilization of the sick bank causes it to fall below five hundred (500) days in order to maintain five hundred (500) days the bargaining unit members days in excess of ninety (90) at the end of the year will be placed in the bank to maintain up to five hundred (500) days. If the sick bank goes below two hundred and fifty (250) days the Board will add additional days to maintain the bank at the two hundred and fifty (250) day level. A reporting of the status of the bank will be done at the beginning of each school year.

Sick bank will be used for the same purposes as Personal Illness/Disability leave days. Upon accumulation of ninety (90) leave days all excess days will be placed in the Federation

community sick bank for bargaining unit member use in case of illness or temporary disability.

The sick bank shall be administered by the Federation and the Administration who shall have equal representation.

Criteria for Use of the Community Sick Bank:

1. Must be employed with Saginaw ISD for one (1) full year from date of hire to be eligible to use.
2. The request must be submitted in writing to both the Federation President and the Personnel Director or designee.
3. The bargaining unit member must exhaust all personal banked time (sick, personal business, emergency) prior to being eligible.
4. The personal illness or disability must be documented with written verification from the treating physician.
5. The community sick bank will not be utilized by the bargaining unit member for elective surgeries that could be scheduled outside of the school year and will not be used for routine medical, dental, or vision appointments.
6. For Long Term Use: use of the sick leave bank is tied to the application for Long Term Disability (LTD) benefits. Days eligible for use will be the total number of days needed to qualify for LTD
7. For Short Term Use: short term use will be capped at a maximum of seven (7) days per bargaining unit member per school year. Short term use may only be used by the bargaining unit member for their own personal illness/disability.
8. The bargaining unit member will be notified of the decision within five (5) working days of submission of said request.

Article XX

SALARY SCHEDULE

Differential Categories

- A. Salary schedule adjustments will be made twice a year, before February 1, and before September 1, according to college credit earned.
- B. An employee earning a doctorate from an accredited institution or discipline which complements their teaching assignment will be placed on the Ph.D. or Ed.D. schedule of the salary schedule. (Ex: Doctor of Optometry while teaching visually impaired students.) (Example which would not apply would be a Doctor of Theology.)

2011-2012 STAFF SALARY SCHEDULE

	No Bachelor Degree Required-Grandparented	No Bachelor Degree Required As of 7/1/2005	BA	MA	MA 30	PHD
step						
1	34,980	34,980	38,982	41,235	43,165	45,178
2	36,587	36,587	39,762	43,102	45,306	47,517
3	38,283	38,283	40,786	45,067	47,552	49,959
4	40,069	40,069	42,744	47,379	50,147	52,749
5	41,944		44,799	49,879	52,926	55,711
6	43,903		47,025	52,558	55,872	58,858
7	45,959		49,437	55,416	59,011	62,181
8	48,093		52,026	58,451	62,323	65,690
9	50,593		54,798	61,683	65,804	69,366
10	53,543		57,736	65,052	69,472	73,225
11	55,684		60,859	68,621	73,323	77,271
12	57,911		64,249	72,465	77,437	81,585
18	58,491		64,891	73,190	78,211	82,400
25	59,368		65,865	74,288	79,385	83,637

*Summer hourly rate = \$29.44/hr.

2012-2013 STAFF SALARY SCHEDULE

	No Bachelor Degree Required-Grandparented	No Bachelor Degree Required As of 7/1/2005	BA	MA	MA 30	PHD
step						
1	34,980	34,980	38,982	41,235	43,165	45,178
2	36,587	36,587	39,762	43,102	45,306	47,517
3	38,283	38,283	40,786	45,067	47,552	49,959
4	40,069	40,069	42,744	47,379	50,147	52,749
5	41,944		44,799	49,879	52,926	55,711
6	43,903		47,025	52,558	55,872	58,858
7	45,959		49,437	55,416	59,011	62,181
8	48,093		52,026	58,451	62,323	65,690
9	50,593		54,798	61,683	65,804	69,366
10	53,543		57,736	65,052	69,472	73,225
11	55,684		60,859	68,621	73,323	77,271
12	57,911		64,249	72,465	77,437	81,585
18	58,491		64,891	73,190	78,211	82,400
25	59,368		65,865	74,288	79,385	83,637

* Summer hourly rate = \$29.44/hr.

C. Tuition Reimbursement

Bargaining unit members, subject to budgetary allowance and the prior approval of the Superintendent, will be eligible for reimbursement for actual costs of tuition up to a maximum of two hundred twenty-five (\$225) dollars per semester credit hour upon successful completion of college/university classes determined by the Superintendent as likely to enhance the bargaining unit member's professional performance. Success is defined as a 3.0 or better grade point. In courses where the grade is designated as Pass/Fail, Pass will define successful completion. Non-approval of a request for reimbursement shall not be subject to the grievance procedure or any other avenue of appeal.

D. The summer school hourly rate is increased by the percentage increase that is applied to the salary increase for each year of this Agreement.

The summer hourly rate for OT/PT staff is \$40 per hour. The summer hourly rate for OT/PT staff shall be increased by the percentage increase that is applied to the salary increase for each year of the bargaining agreement.

E. Beginning with the 2011-12 school year, a 1% off schedule stipend will be available for merit/performance based pay in accordance with guidelines as developed by the SIFT and the Board.

F. Longevity

At the beginning of the 18th year of employment with SISD, bargaining unit members will be given an additional one percent (1%) to be added to the salary schedule.

Example:

Bargaining Unit Member with M.A. at Step 12 begins their 18th year. The salary per the 2001/02 Salary Schedule is 61,543. Longevity of one percent (1%) is added to increase the salary to 62,158. The next year, the same bargaining unit member begins their 19th year. The salary per the 2002/03 Salary Schedule is 63,389. Longevity of one percent (1%) is added to increase the salary to 64,022.

In addition to the one percent (1%) longevity to be added at the beginning of the 18th year of employment with SISD, at the beginning of the 25th year of employment with SISD, bargaining unit members will be given another one and one-half percent (1.5%) to be added on an annual basis to their salary as established by the Salary Schedule plus the one percent (1%) longevity beginning with the 18th year.

Example

Bargaining Unit Member with M.A. at Step 12 begins their 25th year. The salary per the 2001/02 Salary Schedule is 61,543. Longevity of one percent (1%) was added beginning with the 18th year to increase the salary to 62,158. Another one and one-half percent (1.5%) is added to this amount to increase the salary for the 25th year to \$63,090.

For purposes of calculation of the 18th and 25th years, time employed by the City of Saginaw and assigned to Millet or time employed by a West Side Consortium member district and supervised, assigned and directed by the West Side Consortium will be grand-parented.

G. When a Special Education Teacher's caseload/class size exceeds limits identified in Michigan Administrative Rules for Special Education Supplemented with IDEA Federal Regulations (April 2009) or approved Special Education Waivers, or any R340.1832 ISD Special Education Plan amendments, the teacher will be compensated as follows:

Process:

1. Compensation will be calculated per semester
2. Calculation will be based on average attendance.

Formula:

Average attendance for semester X the number of weeks in semester X \$28.00.

For purposes of the calculation of overload compensation (see above), teachers will not receive compensation for a student that is receiving Homebound Services.

Article XXI

EMPLOYEE BENEFITS

- A. The Board will pay the IRS approved rate per mile for work-connected travel.
- B. Bargaining unit members who work at least seventy-five percent (75%) of the master contract days will receive full fringe and insurance benefits. Bargaining unit members working less than seventy-five percent (75%) will be afforded leave and employee benefits on a prorated basis.
- C. Bargaining unit members having previous years of experience shall be placed on the appropriate step of the salary schedule.

Benefit Plans

- A. The Board agrees to furnish to all members of the bargaining unit the following protection subject to the rules and regulations of the applicable carriers.

- Medical and Prescription Drug Plan

The District will provide a fully self funded plan (SISD Plan) utilizing the services of a Third Party Administrator (TPA) and Provider Network. The Annual Deductible and Member Contributions for the SISD Plan are as follows:

SISD Plan - Option A

Annual Plan Deductible

\$250 Single

\$500 2 Person/Full Family

Member Contributions (On a payroll deduct/pre-tax basis).

20% of premium cost for Medical/Prescription Drug.

Prescription Drug Plan

The member co-payments for the prescription drug plan for both Retail and Mail Order will be as follows:

\$5 Generic/\$12 Preferred Brand/\$25 Brand

DAW Penalty

Retail Refill Limit/Maintenance Drugs. Mail Order Refill/2 Co-Pay

for 90 Day Supply

SISD Plan – Option B

Annual Plan Deductible

\$1,000 Single

\$2,000 2 Person/Full Family

Out of Pocket (Co-Insurance Cost)

\$1,000 Single

\$2,000 2 Person/Full Family

Member Contribution (On a payroll deduct/pre-tax basis)

10% of premium cost for Medical/Prescription Drug.

Prescription Drug Plan

34 Day Supply – 20% co-pay (\$100 max.)

90 Day Supply – 20% co-pay (\$100 max.)

DAW penalty

Retail Refill Limit/Maintenance Drugs.

Employee contributions as noted above are effective 10/01/2011. On an annual basis during the life of this Agreement, annual rates will be provided to bargaining unit members during the month of September in conjunction with Open Enrollment.

The Board agrees to furnish to all members of the bargaining unit the following benefits subject to the rules and regulations of the carrier(s):

- Dental Care Plan
 - Vision Care Plan
 - Term Life Insurance
 - LTD Insurance
- B. Bargaining unit members who do not elect to enroll in a health care plan as noted above, shall be given cash in lieu of payment of \$150 per month.
- C. There will be a monthly member contribution of \$10.00 per month for those bargaining unit members who are enrolled in only the dental and vision plans.
- D. Bargaining unit members who have health care coverage through another plan (i.e., spouse's plan) are ineligible for enrollment in the SISD Health Care Plan as noted herein.
- E. In the event a bargaining unit member is terminated or resigns or is on unpaid Board leave during the school year, the insurance shall be continued until the member has received the pro-rated portion of the twelve (12) month insurance year earned at the time of the termination or resignation or unpaid Board leave.
- F. A member who is hired with an effective first work day after the first required work day of the school year shall be entitled to fringe benefits for a duration determined on a pro-rated basis. In the event a bargaining unit member dies during the school year and providing the carrier permits continued coverage, the Board shall continue payment of the applicable coverage(s) for sixty (60) days from date of death.

The Board shall make payment of insurance premiums for all persons to assure insurance coverage for the full twelve-month period commencing September 1, and ending August 31 even though the bargaining unit member may not be returning the next contract year. For bargaining unit members who retire, all District provided benefits will end with the effective date of retirement. The open enrollment period shall be established by the District.

When necessary, premiums in behalf of the bargaining unit members shall be made retroactively or prospectively to assure uninterrupted participation and coverage. The Board shall be responsible for providing insurance information including applications and claim materials.

Article XXII

RETIREMENT

- A. 1. If a teacher has completed ten (10) or more years of service in Saginaw ISD, they will be paid for accumulated unused sick days up to a maximum of one hundred and five (105) days at the rate of \$100 per day provided they terminate their employment under the following circumstances:
 - a. Voluntary retirement under the provisions of the State Retirement Act.
 - b. Disability retirement prior to regular retirement for health reasons.
 - c. Death while in the employ of the Board.
- 2. If after receiving a payment under this provision, a former employee resumes employment with the Board and again becomes eligible for payment hereunder, payments previously made will be deducted from any subsequent payments to which the employee is entitled.

Article XXIII

MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and the individual bargaining unit member shall be subject to and consistent with the terms and conditions of this Agreement and shall be expressly made subject to and consistent with the terms of this or subsequent collective bargaining agreements. If an individual contract contains any language inconsistent with this Agreement, this Agreement for the duration shall be controlling.
- B. Vacated teaching positions within the bargaining unit will not be subcontracted.
- C. Bargaining unit members who serve as mentors will receive a \$350 stipend.

Bargaining unit members who serve in more than one (1) mentoring experience during the school year will receive a maximum \$500 stipend. Said stipend shall be paid at the end of the school year.

- D. Bargaining unit members who serve as Building Team Leader or District Team Leader shall be eligible to receive the following stipend:

Building Team Leader \$350

Said stipend shall be paid at the end of the school year.


- E. The parties mutually agree to work toward the development and implementation of a staff wellness plan.


Article XXIV

DURATION OF AGREEMENT

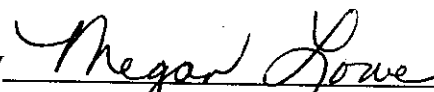
This Agreement shall become effective July 1, 2011 to June 30, 2013.

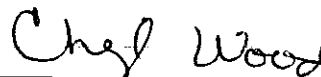
SAGINAW INTERMEDIATE BOARD OF EDUCATION

By  Date 10/13/2011
Authorized Signature
Board President

By  Date 10/13/2011
Authorized Signature
Board Trustee

**SAGINAW INTERMEDIATE FEDERATION OF TEACHERS
SIFT/AFT, AFL/CIO**

By  Date 10/10/11
Authorized Signature
Federation Negotiating Member

By  Date 10-10-11
Authorized Signature
Federation Negotiating Member