

PROLOGUE

THIS MASTER AGREEMENT entered into this 1st day of July, 2009, by and between the Board of Education of the Saline Area Schools, hereinafter called the "Employer" or the "District", and the Saline Area Schools Managers' Association, hereinafter called the "Association." Administrator shall mean anyone included in the bargaining unit. Superintendent shall mean Superintendent and/or designee.

ARTICLE I

Recognition

The District recognizes the Association as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of employment, and conditions of employment for: Director of Facilities, Director of Technology, Director of Food Services, Director of Transportation, Business and Pupil Accounting Manager and Human Resource Manager, Director of Instructional Technology.

ARTICLE II

Association Rights

- A. The Association shall be provided a copy of all the individual contracts issued to Bargaining Unit Members covering any part of the term of this Agreement.
- B. No Administrator shall be required to perform duties outside the Bargaining Unit on a regular basis.
- C. The Board agrees that the private life of any Administrator is not an appropriate matter for the concern or attention of the Board, unless it adversely affects the Administrator's ability to carry out his/her professional functions or responsibilities to the school District or to act as a representative of the District.
- D. Each Administrator shall have the right to control employee discipline within his/her department, consistent with the law, unless otherwise limited by Board policy and procedures concerning the discipline of the employees.
- E. All Administrators shall be notified by April 1 of their tentative administrative assignments for the upcoming school year.

ARTICLE III

Board Rights

The Board reserves unto itself all rights, powers, and privileges inherent in it, or previously exercised in it, or vested in it, or conferred upon it by the laws of the Constitution of Michigan and the United States, and any other source, except as expressly limited by this Agreement or by the Public Employment Relations Act as amended.

ARTICLE IV

Resolution to Quality and Excellence

WHEREAS, the Saline Board of Education, the Saline Educational Support Personnel Association, the Saline Education Association, the Saline Area Schools Administrators' Association, the Saline Area Schools Directors' Association, and Non-Affiliated Administrative, Educational and Support Personnel recognize that cooperation, coordination and communication among all employees and between all employee groups is absolutely necessary in order to effectively realize and attain the vision of the Saline Area School District, and;

FURTHER, that all of the foregoing groups, associations and individuals recognize that quality and excellence in every aspect of our school organization including all instructional, operational, administrative, and community service functions are conditions for achieving the goals stated in the Mission Statement of the Saline Area School District and;

FURTHER, that all of the foregoing parties subscribe to and affirm their commitment to the beliefs and values which form the base upon which achievement of the goals of the Saline Mission Statement are built, and;

FURTHER, that all of the foregoing recognize that excellence in everything that Saline Area Schools does is a requirement for staying in business in the 21st century, and;

FURTHER, that it is further recognized that the purpose of all that we do in the Saline Area School District, whether as an organization, a group, team, or individual, must be based upon achieving World Class student outcomes.

THEREFORE BE IT RESOLVED, that the Saline Board of Education, the Saline Educational Support Personnel Association, the Saline Education Association, the Saline Area Schools Administrators' Association, the Saline Area Schools Directors' Association, and Non-Affiliated Administrative, Educational and Support Personnel make a joint and individual commitment to total quality and uncompromising excellence in all of our efforts to maximize service to our students and our community through the provision of comprehensive, integrated, outcomes-based educational programs based on the following guiding principles:

1. Constancy and consistency of purpose with a focus on providing educational experiences which meet or exceed World Class Standards.
2. Responsiveness to the need for meaningful, positive change based on the needs of students, parents, community, business, and industry.
3. Commitment to continuous improvement in all that we do organizationally and individually.
4. Creation of a learning organization wherein all employees are supported and encouraged to continue to attain new knowledge and skills and constantly enhance their knowledge base.
5. Institution of systemic monitoring, evaluating and adjusting of individual and organizational performance in a continuous and consistent manner.
6. Establishment of an atmosphere and a structure which encourages employee involvement and participation in making and implementing decisions affecting the future of Saline Area Schools and which fosters open communication throughout the organization.
7. Institution of ongoing training programs for all employees based on the ever-changing needs of students and society.
8. Integration of a quality and excellence philosophy into the mindset of every employee as well as assistance in translating that philosophy into everyday practice.
9. Development of an organizational environment which nurtures trust and respect and eliminates the fear which stifles innovation and risk-taking.
10. Implementation of an organization-wide program of reaching out to parents, community, business and industry in recognition of a need to work together on all fronts to make our community all it can be.
11. Commitment to integrity without compromise in all matters both internally and externally.

As a symbol of our lasting and joint commitment to Total Quality and Excellence in all aspects of our performance at all levels of our educational community, the parties hereto hereby set their hands hereon this day and date, July 1, 2009, in the presence of one another and pledge to accept the responsibility as individuals and on behalf of their constituents for ensuring that the aforelisted Guiding Principles form the basis for all that we do in the Saline Area School District.

ARTICLE V

Collective Negotiations

The Board proposes to establish an ongoing committee of members of the Directors' Association which will meet regularly with the Board's representatives, no less than once every two months, for the purpose of discussing contract issues not agreed upon in the sessions leading up to the ratification of this contract. The parties may meet more frequently by mutual agreement.

ARTICLE VI

Site Based Shared Decision Making

The SASMA supports the concept of Site-Based Shared Decision Making and will work collaboratively with all employee groups, central administration, and the Board of Education to design and implement the process in Saline Area Schools. The Board and the SASMA support a leadership team including but not limited to representatives from all employee groups, central administration, and the Board to develop and implement a Site-Based Shared Decision Making model on a pilot basis.

In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:

- A. The Board shall mean the Board of Education of the Saline Area Schools or its designated representatives.
- B. Association shall mean the Saline Area Schools Directors' Association.
- C. Administrators shall mean anyone included in the Bargaining Unit.
- D. The Superintendent shall mean the Superintendent of Schools of Saline Area Schools or his/her designee.
- E. In the construction of the words used in this collective bargaining agreement, the use of the singular shall include the plural, and the masculine shall include the feminine.
- F. The term "year-end" shall be construed as a fiscal year, July 1 through June 30.

ARTICLE VII

Staff Protection

The District shall provide the Administrator with full protection against claims that may be entered against him/her as a result of carrying out assigned responsibilities.

To protect its own financial resources as well, the Board shall provide sufficient liability coverage and malpractice insurance for the Administrator.

ARTICLE VIII

Citizen Complaint

The Board agrees that in the case of a complaint on the part of a citizen regarding an Administrator, or program, or an employee he supervises, such citizen be requested to first discuss the matter with the Administrator involved before any Administrator not within the unit or the Board of Education takes official action on the matter. It is understood and agreed that, if an Administrator's decision is appealed to the Superintendent, such Administrator shall have the opportunity to provide the necessary background information before any further action is taken on the matter. No action shall be taken, in any instance, before the Administrator is notified of any citizen complaint and given the opportunity to present information concerning the complaint.

ARTICLE IX

Tenure Exclusion

The employment of the Administrator in an administrative capacity shall not be governed by the Teacher Tenure Act of the State of Michigan in that the Administrator is hereby expressly denied continuing tenure in administrative capacity and shall not be granted nor acquire continuing tenure in the administrative position by virtue of employment with the Saline Area Schools. The individual employment contract shall also include such tenure exclusion.

ARTICLE X

Reduction in Force

- A. The Association recognizes the Board's right to reduce the number of administrative personnel.
- B. For the purpose of this Article, the term "reduced" shall mean the termination of an Administrator from a position within the bargaining unit.
- C. Such reduction of administrative personnel shall be determined by the Board of Education for reasons including, but not limited to, the lack of necessary funds, declining enrollment, program reductions, and reorganization of administrative structure within the District.
- D. In any necessary reduction of administrative personnel, the Administrator shall remain in the employ of the school District as long as his/her years of service are greater than those of any other employee of equal or lesser status. Therefore, the Administrator, upon receiving layoff notice from the Directors' bargaining unit, must have accrued seniority in ESP Association in order to have "bumping" rights into the ESP bargaining unit.
- E. If in the Board's opinion, it is ever necessary to reduce the administrative staff, the best qualified people as determined by the Superintendent, with Board approval, shall be retained.
- F. Administrators, who have been laid off and returned to the ESP Bargaining Unit, shall retain all sick leave accumulated while a member of the ESP bargaining unit, and shall in no circumstances be left without Board paid premiums on insurance coverage as specified in this contract, before fringe benefits, as specified in the ESP contract become effective.

- G. Administrators will be recalled, as nearly as possible, in order of length of administrative service in the District from last date of hire, if qualified to staff the position(s) available. Notification shall be in writing by certified mail to the Administrator's last known address. If an Administrator fails to accept an offer of re-employment within five (5) days from date of receipt of notification, the Administrator shall have no further rights to reinstatement. It is the Administrator's responsibility to keep the Board informed of his/her current address.

ARTICLE XI

Reassignment and Transfer

The Board retains the right to reassign the Administrator to another administrative or, if applicable, to a support staff position at any point during the term of his/her one, two, or three-year individual contract. Notwithstanding any other provisions of this contract, if the Administrator is so reassigned during the first year of this contract, the salary of the reassigned Administrator shall be at the same rate as his/her present assignment or at the rate of the new assignment, whichever is higher. If reassigned to a position covered by the ESP Bargaining Unit, the Administrator shall be paid the appropriate ESP salary, and the Board will pay the difference between said ESP salary and the Administrator's then current salary for the balance of that Administrator's contract.

ARTICLE XII

Evaluation

The Association supports a philosophy of professional and personal growth as an important component for each Administrator. The following process will support this belief:

- A. Each Administrator shall be evaluated on the form as shown in Appendix A of this Master Agreement.
- B. Each Administrator shall be evaluated annually, before March 15, by the Superintendent. At this time, all Administrators will develop at least two mutually agreeable goals, with measurable objectives, for the upcoming school year for the purpose of improving the Administrator's performance in his/her current assignment and/or to support the Administrator in the continuous improvement efforts for the individual or the District.
- C. New Administrators hired after March 15, but before the beginning of the school year, will develop at least two goals, with measurable objectives, for the upcoming school year. These will be used with the Superintendent as part of the evaluation process. This will take place by the end of the first month of employment.

Administrators hired after the beginning of the school year will develop at least one goal, with measurable objectives, for the current school year. This will take place by the end of the first month of employment. This Administrator would then participate in the evaluation cycle with the Superintendent by the next March 15.

- D. In all cases except Item #5 of the evaluation instrument, the Administrator shall be evaluated as "satisfactory," "needs improvement," or "unsatisfactory." In Item #5 of the evaluation instrument, the Administrator shall be evaluated as "satisfactory," "waiver granted," or "unsatisfactory." When the Administrator has been evaluated as "unsatisfactory" or "needs improvement," the evaluator shall prescribe the corrective action required and the timetable to improve the Administrator's performance in the space provided under "comments" on the evaluation form shown in Appendix A.

1. When evaluating the Administrator's overall performance as "unsatisfactory" or "needs improvement," the evaluator shall cite specific instances of performances targeted for improvement or marked as unsatisfactory.
 2. The absence of a formal evaluation of the Administrator as prescribed in this article shall be interpreted as an evaluation of "satisfactory" for the annual evaluation of the Administrator.
 3. The evaluator shall establish a timetable for follow-up conference(s) with the Administrator to continue the examination and encourage improvement of the performances in question.
 4. An unsatisfactory annual evaluation shall also be an indication of notification of non-extension and shall serve as notification that the Administrator will not receive a salary increase for the succeeding year, and that an Administrator shall be subject to termination if an unsatisfactory annual evaluation is repeated.
- E. If, after implementing the steps of the evaluation procedures as noted above and if the Superintendent determines that the Administrator's overall performance is "unsatisfactory," the Superintendent shall recommend the Administrator for non-renewal of contract or dismissal on or before March 31.
1. Such notice of recommendation for non-renewal or dismissal shall be made in writing, and the Administrator shall sign a copy of the notice acknowledging receipt of the notice.
 2. Such notice of recommendation for non-renewal or dismissal shall cite the specific unsatisfactory performances as shown on the evaluations of the Administrator and the evaluator's observations of the Administrator's non-compliance with required improvements cited by the evaluator in a prescribed program of corrective measures.
 3. A written notice shall be delivered to the Administrator at least ten (10) days prior to the meeting of the Board of Education, at which time the Superintendent shall make his/her recommendation of dismissal or non-renewal. The date and place of the meeting of the Board of Education shall be included in the notice, as well as a statement advising the Administrator of rights to representation and the right to appear before the Board.
 4. If the Administrator wishes to ask for a hearing before the Board of Education, the Administrator must make such a request to the secretary of the Board of Education within thirty (30) days after the receipt of the notice of dismissal or non-renewal.
 5. Proceedings by the Board of Education in the consideration of non-renewal or dismissal of an Administrator shall be consistent with the requirements of the laws of the State of Michigan and requirements of the Teacher Tenure Commission of the State of Michigan. (See Section 8A of Act No. 267 of the Public Acts of 1976, being Section 15.268 of the Michigan Compiled Laws.)
 6. If a hearing is scheduled by the Board of Education at the request of the Administrator to consider the question of non-renewal or dismissal, the secretary of the Board of Education shall advise the Administrator of the Board's disposition, in writing, within fifteen (15) days following the completion of the hearing.

ARTICLE XIII

Discipline and Misconduct

In the event of acts of misconduct, as opposed to unsatisfactory performance, an Administrator may be disciplined up to and including discharge, provided that the Administrator has received notice from the Board or Superintendent stating alleged cause(s). Such notice shall include statements of rights of representation and hearing before the Board of Education, assuring compliance with rights of due process.

ARTICLE XIV

Medical Examination

At the Board's request, the Administrator may be required to submit to a physical and/or psychological examination by a licensed physician as named by the Board of Education. Should the medical insurance coverage provided by the Board of Education not cover the cost of such examination, the Board of Education shall cover all costs of such examination.

ARTICLE XV

Grievance Procedures

Section A - Definition and Restrictions

Any Administrator or the Association covered by this agreement who believes that such agreement has been violated, may file a grievance in accordance with the procedures detailed in Sections B and C of this Article. A grievance shall be defined as an alleged violation of the expressed terms of this Agreement, and that the person alleging a violation of this agreement shall place said grievance in writing indicating (a) the date of the alleged violation, (b) the specific article and wording of this agreement that has allegedly been violated, and (c) the resolution requested. Failure to meet the limits as detailed under each step of the grievance procedure automatically waives the right to continue the grievance. Failure to provide an answer as called for in each step shall automatically cause the grievance to be moved to the next higher step in the grievance procedure.

Section B - Administrator's Grievance

Step No. 1

Any Administrator who believes there has been an alleged violation of this Agreement shall meet with the Superintendent or designee within five (5) working days of the alleged violation. If the grievance is not resolved in said meeting, the Superintendent shall provide a written answer within ten (10) working days of the discussion.

Step No. 2

If the Administrator does not agree with the answer provided by the Superintendent or his designee, he may request, within ten (10) working days of said answer, a hearing before the a committee of the Board of Education. Such hearing shall be held by the Board within thirty (30) days from the receipt of the request. The Board shall provide a written answer within ten (10) working days after said hearing.

Step No. 3

If the Administrator does not agree with the answer provided by the Board, he may appeal, within ten (10) working days of the receipt of said answer, to the Michigan Employment Relations Commission for mediation as provided in the Public Employment Relations Act.

Section C - Cost Sharing

Should the State of Michigan discontinue providing mediation services free of charge to the parties, any cost related to the mediation shall be shared equally by both parties to this Agreement.

ARTICLE XVI

Organizational Membership

The District agrees to pay the Administrator's membership dues and school service fees in a state and national professional organization during the term of the contract.

ARTICLE XVII

Reimbursement of Expenses, Travel and Conference Attendance

- A. The Administrator shall be reimbursed by the Board for all reasonable out-of-pocket expenses incurred while performing official functions of the Board in accordance with Board policy and regulations.
- B. It is mutually agreed that in the event the Administrator uses his personal automobile for school purposes within or without the school District, the District shall reimburse the Administrator at the present maximum allowable rate as prescribed by the Internal Revenue Service.
- C. Approval of requests to attend state and national conferences, workshops, graduate courses, and/or other administratively-related training programs at the District's expense, shall be determined by the appropriateness of the program as it relates to the District's current educational endeavors and the availability of funds in accordance with Board policy and regulations.

ARTICLE XVIII

Education Reimbursement

The Board of Education and the Saline Administrators' Association recognize that it is of primary importance for all Saline administrative personnel to continue their professional educational growth and development. It is further recognized that each Administrator shall maintain through continuous quality improvement, his/her administrative competencies, technical skills, and his/her knowledge of current professional practices.

Pursuant to this philosophy, the Board shall reimburse each Administrator for his/her graduate classes and/or SB/CEU-granting workshops, conferences, or seminars.

The following conditions are to be met:

- A. Reimbursement for graduate level credits shall be paid to each Administrator upon successful completion of each course. When college credit has the option of a grade or pass/fail, the Administrator must take the grade option and have a "B" or better in order for the course work to qualify. When college credit can only be secured through "pass/fail," the credit will count if the Administrator earns "pass." Proof of successful completion and receipts must be given to the Superintendent or his/her designee within forty-five (45) calendar days of successful completion of the course work.
- B. Reimbursement shall be limited to no more than 4 graduate level credits during each fiscal year.

- C. Administrators taking more than 4 graduate level credits during a fiscal year toward a degree program related to educational leadership, curriculum, educational theory, or other school administration areas approved in writing in advance by the Superintendent or his/her designee that are directly related to the course, direction, philosophy and goals for the Saline Area School District, will be reimbursed up to 8 credit hours per year.

ARTICLE XIX

Personal Leave, Funeral Leave, Sick Leave, Jury Duty

- A. Neither use of personal business leave nor funeral leave shall reduce the sick leave of the Administrator.
- B. **Personal Business:** The Administrator shall request approval of the Superintendent or designee in advance of personal business.
- C. **Funeral Leave:** The Administrator shall be granted up to 10 days for death in the immediate family. The immediate family shall be defined as father, mother, spouse, children, brother, sister, grandchildren, grandparents, and in-laws in these same categories. Use of such days shall not reduce the employee's vacation, sick or personal business leave.
- D. **Sick Days:** The Administrator shall have annually available fifteen (15) sick days which can be accumulated if unused to a maximum of one hundred thirty (130) days, at which time Long-Term Disability becomes effective. Excessive absence due to illness may require a doctor's excuse upon request of the employer. All absences due to illness will be reported to the employer. Once the Administrator has accumulated 130 sick days, their bank will be restored to 130 days annually on July 1.

Administrators with less than 130 accumulated sick days, who become ill or disabled, shall be granted additional sick days to cover absences from work due to illness or disability, up to a total maximum of 130 sick days in a school year, providing that medical certification of the illness or disability is submitted to the Human Resources office upon request of the Superintendent/designee.

- E. **Jury Duty:** A leave of absence shall be granted for required jury duty, court appearance as a non-party witness, or when a party defendant incident to his employment, provided that the Board shall only be obligated to pay an amount equal to the difference between salary as computed on a daily basis and the daily fee paid by the court.

ARTICLE XX

Leaves of Absence

- A. Family & Medical Leaves/FMLA The complete Saline Area School FMLA Administrative Regulations are available by contacting the Benefits Coordinator or Human Resources Office.
1. FMLA Purpose: A leave of absence for up to 12 weeks* may be granted under the federal requirements and limitations of the Family Medical Leave Act (FMLA) for the following:
 - a. Birth of a child and in order to care for such child;
 - b. The placement of the child with the employee for adoption or foster care;
 - c. In order to care for an immediate family member (spouse, child, parent) of the employee if such family members has a serious health condition;
 - d. For the employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

- e. For qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

*A leave of absence for up to 26 weeks may be granted under the federal requirements and limitations of the Family Medical Leave Act (FMLA) for the following: An employee who is a spouse, son, daughter, parent or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of 26 work weeks of unpaid leave during a "single 12-month period" to care for the service member.

2. FMLA Qualifications: FMLA provides for the continuation of the employee's current health insurance benefits for the approved FMLA leave providing the employee meets the requirements of the law, including:
 - a. The employee has worked for the District for at least 12 months, and
 - b. The employee has worked at least 1250 hours over the previous 12 months.
3. FMLA Notice Requirement: An employee is required to give 30-days notice in the event of a foreseeable leave. A Request for Family/Medical Leave form should be completed by the employee and returned to the Human Resources office. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed Request for Family/Medical Leave form. If an employee fails to give 30-days notice for a foreseeable leave with no reasonable excuse for the delay, the leave will be denied until 30 days after the employee provides notice.
4. Paid & Unpaid Time:
 - a. The employee will be required to use accrued sick time for any part of a family/medical leave taken for reasons for which paid sick time is otherwise available under Article XVI. For leave taken for reasons not covered under Article XVI - Sick Leave, leave shall be unpaid.
 - b. For a family leave related to birth or adoption, an employee who gives birth is eligible to use sick days for any scheduled work-days within the six (6) calendar weeks immediately following delivery (8 weeks if it was a cesarean birth). After the six-week period (8 week if cesarean), the days are unpaid unless medical certification is presented which qualifies for use of additional sick days within Article XVI.
 - c. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave.
5. Medical Certification: For leaves taken because of the employee's, or a covered family member's serious health condition, the employee must submit medical certification to the Human Resources Office within 15 days after the leave is requested, or as soon as reasonably possible.
6. Return to Work:
 - a. If the employee returns to work immediately following an approved FMLA leave (maximum 12-26 workweeks) he/she will be reinstated to his/her formal position or an equivalent -position with equivalent pay and benefits.
 - b. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.
 - c. If the employee fails to return following the approved FMLA (and has not been granted an extended leave in writing), in accordance with the Master Agreement and applicable laws,

the employee will be reinstated to his/her same or similar position, only if it is available. If the employee's same or similar position is not available, the employee may be terminated.

- B. Unpaid Leaves of Absence may be granted by the Board of Education upon the recommendation of the Superintendent of Schools
- C. **Sabbatical** - Administrators may apply for sabbatical leave. The decision to grant or reject the request for a sabbatical leave shall be made by the Board of Education upon consideration of the recommendation by the Superintendent. Consideration of such leave shall be based on the length of employment of the applicant in the District, the immediate administrative needs of the District, the length of the leave requested, the administrative skills to be acquired during the leave, the availability of funds and the commitment of the applicant to return to the District at the termination of the leave.
 - 1. Administrators granted sabbatical leave shall receive at least 50% of salary plus all fringe benefits as specified in this Master Agreement.
 - 2. An Administrator, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status and shall receive at least the same salary as he/she would have received had he/she worked in the District during the period of the leave.
 - 3. Unused sick leave held at the start of the leave shall be restored upon return.
 - 4. Before beginning a sabbatical leave, the Administrator shall enter into a contract with the District to return to active service in the Saline Area Schools for a period of at least two (2) years after the expiration of such leave. The Administrator who does not fulfill this Agreement shall repay the full amount of salary received for sabbatical leave.
 - 5. Applications shall be made to the Office of the Superintendent not later than February 1 of the school year preceding the time requested for sabbatical leave.
- D. **Selective Service Exam** - Time necessary to take the selective service physical examination shall be granted. Leave shall be granted to persons selected for military service through the Selective Service System.

ARTICLE XXI

Insurance

Insurance: The SASMA is interested in working together with the Board of Education to continue an insurance plan that will maintain the current level of services but at a reduced cost to the District. SASMA is committed to continue working with the Board, to seek more cost effective delivery systems for its fringe benefit packages. Pursuant to the authority, as set forth in Michigan School Code, Section 380.632 and 380.1255, the Board agrees to provide the following fringe benefits upon submission of written application.

A. Health Insurance

- 1. The Board shall provide, without cost, to all full-time Administrators, The Saline Area Schools Health Plan. The new insurance will be for a 12-month period for each Administrator who completes a full fiscal

year of employment and his/her family and any other single eligible dependents as defined by the U.S. Internal Revenue Service. SASMA members may be included in the insurance plan selection process per the Letter of Agreement fashioned during Collaborative Bargaining.

2. Administrators newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.
3. Deductible: \$50.00 single person; \$100.00 full family deductible will start as of January 1st of each year.
4. Prescription Drugs: Per the Saline Area School Health Plan.
5. Changes in family status shall be reported by the employee to Human Resources within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
6. An Administrator eligible for Medicare shall enroll for Medicare benefits within thirty (30) days of his/her first eligibility date. The Administrator shall be held responsible for any overpayment of insurance premiums made by the Board for failure to comply with this paragraph.
 - a. Administrators eligible for Medicare benefits must notify the Board of Education, in writing, of their primary program election. Administrators can either elect Medicare or the school-provided plan as their primary program (as required by T.E.F.R.A.).
 - b. The Board of Education shall not be liable for any penalties against the employee by the insurance carrier (including Medicare) as the result of his/her election.
 - c. To the extent permitted by law, premiums for Medicare supplement and Medicare premiums shall be paid on behalf of the Administrator's spouse and/or qualified dependents eligible for Medicare.
7. The Board agrees to provide the mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
8. To be eligible for coverages (or increase in coverages), Administrators must be able to perform the "at work requirements" with this employer before benefits are effective.
9. Administrators working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment.
10. An open enrollment period shall be provided annually.
11. A "Flexible Spending Account" Plan will be implemented for Management Members. Both Dependent Care and Unreimbursed Medical Expenses will be included in the Plan. See Appendix E for a list of eligible expenses.

B. Cash in Lieu of Health Insurance Options

The Board will pay the premiums for health insurance at no cost to each full-time Administrator electing such coverage. Insurance benefits for part-time Administrators will be pro-rated.

Administrators not choosing the Hospital-Surgical Health Insurance Option may, at the beginning of each school year for the life of the Agreement, elect cash in lieu of the health benefits.

1. The Board will pay an amount equal to \$1000, \$3000, or \$3500 depending on the level of coverage the Administrator is entitled to receive:

| | |
|---------------|---------|
| Single person | \$1,000 |
| Two person | \$3,000 |
| Full family | \$3,500 |

2. The cash in lieu of will be applied on a pro-rated basis for part-time Administrators on the amount of premium actually paid by the Board. Administrators may change insurance carriers during the month of September. If there are changes in family condition; e.g., death or divorce, which result in a loss of health coverage to an Administrator not originally choosing the health insurance option, the affected Administrator may elect in writing to take the health insurance provided by the Board and be provided such coverage as soon as the carrier permits.

C. Term Life Insurance

Each Administrator (if insurable) shall receive a term life insurance policy in an amount equal to two times the nearest thousand as each Administrator's salary is rounded up to the nearest thousand.

1. The beneficiary shall be designated by the Administrator.
2. Administrators who have Board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Any Administrator electing his/her right of conversion in order to keep life insurance in force must contact the insurance carrier within thirty (30) days of the last day of employment with the Saline Area Schools.
3. The sole authority for the selection of the term life and accidental death and dismemberment insurance carrier shall be with the Board, subject to the commonly accepted rules governing competitive bidding. The Board may change insurance carriers provided the benefits afforded hereby shall not be diminished.
4. The accidental death and dismemberment rider shall be attached to each Administrator's term life insurance policy providing double the face value of the insurance policy at death resulting from specified causes in the accidental death and dismemberment rider.

D. Dental Insurance

The Board shall pay full premium costs for the Administrator, spouse, and eligible dependents for a Saline Area Schools Self Funded Plan, including incentive rider, which provides 80% coverage for preventive care, etc., with a cap of \$1,500.00 on an orthodontic rider.

E. Long-Term Disability Income Protection

All wages shall be paid by the Board during the qualifying period of twenty-six (26) weeks; thereafter all benefits of the long-term disability insurance will provide a long-term disability plan that provides for 70% of the monthly income replacement as per the Terms and Conditions of the employer's contract with the carrier.

F. Vision Insurance

The Board shall pay full premium costs for the Administrator, spouse, and eligible dependents of the Saline Area Schools Self Funded Plan, Ultra-Vision Plan III.

ARTICLE XXII

Salary Supplement & Payroll Deduction

A. The Board shall provide an annual Stipend to each Administrator as per schedule:

| | |
|---------|---------|
| Year 1 | \$2,000 |
| Year 2 | \$2,500 |
| Year 3 | \$3,000 |
| Year 4 | \$3,500 |
| Year 5 | \$4,000 |
| Year 8 | \$4,500 |
| Year 10 | \$5,000 |
| Year 15 | \$5,500 |
| Year 20 | \$6,000 |

B. Payroll Deduction Programs

The Board shall provide payroll deduction programs for 403B investments at the request of an employee. The vendor is “The Standard.”

ARTICLE XXIII

Holidays and Snow Days

- A. Directors and Managers shall be granted 22 holidays each fiscal year. They will observe the ESP 12 month holiday calendar. Directors and Administrators will use their additional holidays when it is best for their department’s work schedule.
- B. When school is cancelled because of inclement weather, Administrators are expected to report to work as soon as reasonably able. Administrators will notify the Superintendent when not able to appear at the workplace.

ARTICLE XXIV

Vacations

A. Each Administrator shall be credited with vacation days on July 1 according to their length of service as an administrator in Saline Area Schools:

Year 1: 15 days
Year 2: 20 days

B. Normally, non-work days are to be taken when school is not in session. However, upon approval of the Superintendent and the willingness of the other Administrators to assume the responsibility of the acting Administrator, non-work days may be taken when school is in session.

C. All remaining non-work days must be scheduled to be completed by August 15 of the succeeding contract year unless scheduled with the Superintendent.

D. The Board will not pay in excess of the workday schedule.

ARTICLE XXV

SASMA Salary Schedule

| Step Tier 1 | 2009-2010 Tier 1 | Step Tier 2 | 2009-2010 Tier 2 |
|------------------------|-----------------------------|------------------------|-----------------------------|
| 1 | 51,157 | 1 | 49,148 |
| 2 | 53,881 | 2 | 51,605 |
| 3 | 56,872 | 3 | 54,185 |
| 4 | 59,598 | 4 | 56,894 |
| 5 | 63,651 | 5 | 59,739 |
| 6 | 67,945 | 6 | 59,739 |
| 7 | 72,483 | 7 | 62,726 |
| 8 | 77,839 | 9 | 65,862 |

| | | | |
|----|--------|----|--------|
| 10 | 81,730 | 12 | 67,509 |
| 15 | 86,011 | 15 | 69,197 |
| 20 | 90,739 | | |

- A. The Board shall provide twenty-six (26) equal payrolls bi-monthly throughout the contract year.
- B. New hires may be hired at Steps 1 through 7 at the discretion of the Superintendent.
- C. The creation of a new administrative position shall be at the discretion of the Board and Superintendent. Placement on a table shall be determined by conferring with SASMA. However, if agreement cannot be reached, the Board of Education will have final authority to determine placement of a new position on a table.
- D. Administrators with a degree beyond Bachelors in a Board-approved program shall have the following amount added to their base salary:

Masters: \$750

Masters +30: \$1,000

Completion and notification of degree changes must be submitted in writing to the Personnel Office by June 30 of the current school year. Failure to comply will result in a one-year delay in the Stipend. No mid-year salary adjustments will be honored. Only the final degree shall be compensated.

- E. **On Call Stipend** Positions which are assigned the responsibility of being “on-call” 24 hours shall receive an additional annual stipend of \$2,000.

ARTICLE XXVI
Retirement Stipend

- A. The following Retirement Stipend will be in effect for the period beginning July 1, 2009, and concluding on June 30, 2010. This provision and the opportunity to receive the corresponding stipend expires and shall be null and void after June 30, 2010.
- B. To be eligible for participation in this program, an Administrator must satisfy all of the following requirements:
 1. Completed seven (7) years of administrative service or twenty four (24) years of total service in the Saline Area Schools (excluding periods of layoff and unpaid leave).
 2. The Administrator must be employed with the Saline Area School District on the last workday prior to his/her retirement.
 3. The Administrator must submit a written resignation to the school District to the Associate Superintendent for Personnel not later than March 1st of the year he/she intends to retire.
 4. The Administrator must be eligible, make application, and be accepted to receive retirement benefits from the Michigan Public School Employee Retirement System. The retiring Administrator shall furnish verification to the school District that he/she has retired through MPSERS.
 5. Retirement may only be exercised between academic years (summer), unless otherwise approved by the Superintendent.

- C. An Administrator who satisfies the requirements set forth above to receive the retirement stipend shall, before the effective date of his/her retirement, make a written election to the Executive Director of Human Resources to receive payment of the Stipend under any one of the plans described below:
 - 1. Ten thousand dollars (\$10,000) lump sum payment to the Administrator made on September 30 of the calendar year in which the Administrator retires.
 - 2. Ten thousand dollars (\$10,000) lump sum payment to the Administrator made on January 15 of the calendar year next succeeding the calendar year during which the Administrator retires.
 - 3. It is understood and agreed that no monies paid under any of the foregoing provisions will be included in the recipient's wages for retirement purposes nor will the school District make any retirement contribution to the Michigan Public School Employees Retirement System on these monies.
 - 4. A written election to receive the Retirement Stipend shall be irrevocable once it is received by the administration. Exceptions may be granted in unique situations at the sole discretion of the administration and are non-grievable.
- D. The creation of this opportunity to receive a Supplemental Retirement Stipend is intended by the parties to act as an additional benefit for those Administrators who elect to voluntarily retire in order to receive benefits under the Michigan Public Schools Employees Retirement Act of 1979, MCLA 38.1301 et seq. The creation of this opportunity or institution of this Stipend shall not in any way bind the parties or their successors to incorporate such feature in any successor Collective Bargaining Agreement or to otherwise perpetuate the conditions outlined herein. In the event that this Retirement Stipend is found to be contrary to law during the term of its existence, this Agreement shall be immediately cancelled.
- E. An Administrator retiring under this plan will have his/her Stipend reduced by any amount he/she receives as unemployment compensation charged against the Saline Area Schools.
- F. This paragraph shall apply to Administrators who satisfy the seven (7) year service requirement but who have periods of part-time service within those years.
- G. The payment(s) under this Retirement Stipend program are in addition to whatever other compensation to which the retiring Administrator is otherwise entitled.

ARTICLE XXVII

Terms and Modifications

This agreement shall be effective from July 1, 2009, and shall continue in full force and effect until 11:59 p.m., June 30, 2010.

- A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- B. If neither party shall give notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.
- C. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

SASMA Representative: _____ Date: _____

SASMA Representative: _____ Date: _____

Board of Education: _____ Date: _____

Superintendent: _____ Date: _____

APPENDIX A

Administrator Evaluation Instrument

School Year _____ Evaluation of _____ in the position of _____

1. **Administrative and Organizational Effectiveness:** Delegates effectively. Follows up on efforts of others. Provides aid and counsel to assist subordinates in meeting objectives. Self-motivated. Adequate level of energy.

____ SATISFACTORY ____ NEEDS IMPROVEMENT ____ UNSATISFACTORY

Comments:

2. **Human Relations & Communications:** Communicates the objectives of the school effectively. Respected by others. Gets others to do what he/she wants them to do.

____ SATISFACTORY ____ NEEDS IMPROVEMENT ____ UNSATISFACTORY

Comments:

3. **Dependability and Flexibility:** Can be relied upon to do the job. Ability to handle different problems simultaneously. Copes with the unexpected and rapidly changing conditions.

____ SATISFACTORY ____ NEEDS IMPROVEMENT ____ UNSATISFACTORY

Comments:

4. **Analysis & Judgment:** Ability to think through complex and diverse problems and arrive at sound conclusions.

____ SATISFACTORY ____ NEEDS IMPROVEMENT ____ UNSATISFACTORY

Comments:

5. **Educational Certification:** Successfully completed required state/contract course work/CEU's for the current contract year:

____ SATISFACTORY ____ WAIVER GRANTED ____ UNSATISFACTORY

NARRATIVE RE: ADMINISTRATOR'S TARGETED OBJECTIVES AND COMMENTS

(Use back of form or attach an additional sheet of paper.)

OVERALL EVALUATION:

____ SATISFACTORY ____ NEEDS IMPROVEMENT ____ UNSATISFACTORY

Comments:

Reviewed with Administrator: _____ **Evaluated by:** _____
(Date) (Signature of Evaluator)

My signature below acknowledges receipt of this evaluation.

Administrator's Signature: _____

APPENDIX B

**Employment Agreement for
Administrators in the Saline Area Schools**

THIS AGREEMENT, made between the Saline Area School District Board of Education, hereinafter called First Party,
and _____, hereinafter called the Second Party.

WITNESSETH:

1. First party hereby agrees to employ Second Party as _____
for a period of 1 year, beginning July 1, 2009 , and ending June 30, 2010 , both dates
inclusive.
2. Second Party hereby accepts such employment for the period as above set forth.
3. For such services, First Party shall pay to Second Party an amount as provided in the Master Contract Agreement
between the Board of Education of the Saline Area Schools and the Saline Area Schools Managers' Association
for the period as set forth above.
4. It is mutually agreed that the salary provided for in the aforesaid Master Contract Agreement is for fifty-two (52)
weeks of the contract year commencing July 1 and ending June 30. The salary and benefits shall be prorated for
if the Second Party is employed for less than the full 52 weeks.
5. Second Party represents himself/herself as being fully qualified for the position which he/she is accepting, and in
consideration of the contract of the First Party to employ him/her, does hereby contract himself/herself to
faithfully perform the powers and duties of his/her position in the Saline Area Schools.
6. It is understood and agreed that the employment of Second Party as shall not be deemed employment in the
administrative capacity under the Teachers' Tenure Act of the State of Michigan, and Second Party is hereby
expressly denied continuing tenure in administrative capacity and shall not be granted nor acquire continuing
tenure in the administrative position capacity by virtue of the EMPLOYMENT CONTRACT.
7. It is understood and agreed that the employment of Second Party is hereby expressly subject to all of the terms
and conditions of the Master Contract Agreement between the Board of Education of the Saline Area Schools and
the Saline Area Schools Directors' Association.

BOARD OF EDUCATION OF THE SALINE AREA SCHOOLS

FIRST PARTY: _____ DATE:

(Superintendent)

SECOND PARTY: _____ DATE: