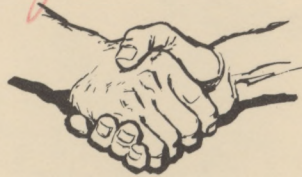


1966-67

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

Saginaw Co



The Saginaw Agreement

Saginaw Bd. of Ed

1966-67

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E. LANS., MI.

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AGREEMENT

between the

SAGINAW BOARD OF EDUCATION

and the

SAGINAW EDUCATION ASSOCIATION

COVERING THE PERIOD

from

JUNE 10, 1966

to

SEPTEMBER 1, 1967

THIS AGREEMENT IS MADE AND ENTERED INTO on this day of June, 1966, by and between the BOARD OF EDUCATION OF THE CITY OF SAGINAW, MICHIGAN(hereinafter referred to as the "Board"), and the SAGINAW EDUCATION ASSOCIATION(hereinafter referred to as the "Association").

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for a unit consisting of all certificated teaching personnel, and the director of audio-visual aids but excluding the superintendent, assistant superintendents, directors, principals, assistant principals and supervisor of special education. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement will refer to all employees in the above unit, and references to male teachers will include female teachers.
- B. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

ARTICLE II

PROFESSIONAL NEGOTIATIONS

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

- C. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member or designated representative.
- D. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- E. The Board agrees not to negotiate at any time with any teachers' organization other than that designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965. The Board further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in salaries or other conditions of employment to become effective during the term of this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

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

B. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given opportunity to be present at such adjustment.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement. In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. **Level One**
A teacher with a grievance will first discuss it with his principal or immediate superior, either directly or through the Association's School Representative, with the objective of resolving the matter informally.
2. **Level Two**
 - (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman will refer it to the Superintendent of Schools.
 - (b) The Superintendent or his designee will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the aggrieved person in an effort to resolve it.
 - (c) If a teacher does not file a grievance in writing with the Chairman of the PR&R Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived.
3. **Level Three**
If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after he has first met with the Superintendent, he may file the grievance in writing with the Chairman of the PR&R Committee within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after he has first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee will refer it to the Board. Within ten (10) school days after receiving the written grievance, a committee of the Board will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the full Board.
4. **Level Four**
 - (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after he has first met with the Board Committee, he may, within five (5) school days after a decision by the Board or fifteen (15) school days after he has first met with the Board Committee, whichever is sooner, request in writing the Chairman of the PR&R Committee to submit his grievance to arbitration. If the PR&R Committee determines that the grievance is meritorious and that it arises from the language of this Agreement or an alleged breach thereof and that submitting it to arbitration is in the best interests of the Saginaw school system, it may by written notice to the Board submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person. Grievances which do not arise from the language of this Agreement, or an alleged breach thereof, may be processed through Level Three, but will not be arbitrable.

- (b) Within ten (10) school days after such written notice of submission to arbitration, the Board Committee and the PR&R Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- (c) The arbitrator so selected will confer with representatives of the Board and the PR&R Committee and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. Arbitration of grievances arising from the language of this Agreement or an alleged breach thereof will be final and binding.
- (d) The costs for the services of the arbitration, including per diem expenses if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association.

D. Rights of Teachers to Representation

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

E. Miscellaneous

- 1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two.
- 2. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefor and will be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section C, Paragraph 4 (c).
- 3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.

5. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure provided, however, that nothing contained herein will deprive any teacher or any legal right which he presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
6. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.
7. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

ARTICLE IV

SALARIES

- A. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part hereof.
- B. The Board agrees to adopt the individual teacher contract forms attached hereto as Appendix "B."

ARTICLE V

TEACHING HOURS AND TEACHING LOADS

- A. 1. The starting and dismissal times for students shall be as follows:

All Elementary	8:30 a. m. to 3:15 p. m.
North, South, Eddy	8:30 a. m. to 3:00 p. m.
Webber Jr. (7, 8)	8:00 a. m. to 2:35 p. m.
Webber Jr. (9)	9:00 a. m. to 3:35 p. m.
Central Jr. (7, 8)	8:00 a. m. to 2:30 p. m.
Central Jr. (9)	8:55 a. m. to 3:25 p. m.
Arthur Hill Tech.	8:30 a. m. to 3:20 p. m.
Saginaw High School and Arthur Hill High School	8:00 a. m. to 2:50 p. m.
	OR
	9:00 a. m. to 3:50 p. m.

The foregoing starting and dismissal times are subject to modification by state statute or regulation by the Board; provided, however, that no modification made by the Board will increase the length of the teacher's work day.

2. The regular teachers' work day will begin twenty (20) minutes before the aforesaid starting times and will end twenty (20) minutes after the aforesaid dismissal times.

This paragraph will not apply to teachers, such as travelling teachers, who are on individual schedules not directly and necessarily related to class schedules, nor will it apply to part-time or double-session teachers.

- B. 1. The Board agrees that the teachers' work year for 1966-67 school year will not exceed 186 scheduled work days.

- C. 1. Teachers may be required to remain after school, without additional compensation, for up to one and one-half (1 1/2) hours on each of two days each month to attend meetings called by the school principal. These meetings will be chaired by the principal or his designee. Teachers may, with the approval of the principal, place appropriate educationally-related items on the agenda.
2. Teachers may be required to attend not more than two (2) evening meetings each semester. Attendance at all other evening meetings will be at the option of the individual teacher.
- D. 1. All regular teachers will have a duty-free lunch period between the hours of 1:00 A. M. and 2:00 P. M. of the following lengths:
- | | |
|------------------------|---|
| (a) Elementary School | 1 hour and 15 minutes. |
| (b) Junior High School | The length of a regular class period or the regularly-scheduled lunch period, but in no event less than 50 minutes. |
| (c) Senior High School | The length of a regular class period or the regularly-scheduled lunch period, but in no event less than 35 minutes. |
2. The following teachers will, in addition to their lunch period, have a preparation period of the following lengths each day, during which they will not be assigned to any other duties:
- | | |
|------------------------|---|
| (a) Junior High School | The Board accepts a preparation period of one (1) class hour as a primary objective which it will make every effort to achieve. Toward that end, fifteen and two-thirds (15 2/3) junior high teachers (or the equivalent) will be added to the present staff by the beginning of the 1966-67 school year. |
| (b) Senior High School | One (1) class period. |
- E. 1. High School teachers will not be assigned more than five (5) student supervision periods per day.
2. Secondary school* teachers will not be required to teach more than two (2) subjects nor more than a total of three (3) teaching preparations at any one time.
- F. 1. Exceptions to the provisions of Sections D and E above may be made if the principal or other appropriate administrative official determines that it is necessary to do so in the best interests of the educational process. A disagreement over whether an exception is justified will be subject to the grievance procedure.
2. Teacher participation in extracurricular activities for which no additional compensation is paid will be voluntary. At the same time, the teachers recognize that their responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of the normal working day, including preparation for and supervision of extracurricular student activities and functions.

*The phrase "secondary schools" includes both junior and senior high schools.

ARTICLE VI

CLASS SIZE

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

1. Elementary Schools

Kindergarten Classes through 3rd grade classes	30
4th-6th grade classes	32
Special Education Classes	15 per day
Remedial Reading Classes	8
Modified Classes	15 per day
Speech Correction Classes	75-100 case load per week

2. Secondary Schools

English	34
Social Studies	34
General Education	34
Mathematics	34
Science	34
Language	34
Business	34
Typing	45
Industrial Arts	28
Drafting	34
Vocational Shops	28
Homemaking	28
General Music	No limit
Art	34
General Physical Education	70
Swimming	35
Hygiene and Health	34
Study Hall	150 per teacher per hour
Speech	34
Beginning Instrumental Classes	34
Vocal and instrumental music teachers shall not be required to instruct more than 175 pupils per day.	
Remedial Reading	12
All Special Education	15 per session or hour
Modified Classes	26 per hour

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

C. The Board and the Association agree that further reductions in the class size limitations set forth above are desirable and a study committee of three (3) teachers and three (3) administrators will be established by November 1, 1966 to consider the problem.

ARTICLE VII

SPECIALISTS

- A. The Board and the Association recognize that proper training of students in special subjects is an important aspect of an effective educational program. Accordingly, by the beginning of the 1966-67 school year a joint Administration-Association Study Committee (consisting of three (3) elementary teacher members appointed by the Association and three (3) administrator members appointed by the Administration) will be established to consider the requirements of the Saginaw elementary schools in the following categories: vocal music, art and physical education.
- B. The report of said committee will be presented to the Board at the next professional negotiations as the joint recommendation of the administration and the Association with regard to the number of specialists necessary to meet the requirements of the Saginaw elementary schools in the foregoing categories.

ARTICLE VIII

NON-TEACHING DUTIES

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

- A. To the extent possible, the teachers will be assisted by the utilization of techniques such as use of non-teaching personnel, to perform non-teaching and administrative duties. Administrative duties will not become burdensome.
- B. Although teachers may be required to collect and transmit money to be used for worthwhile purposes, they will not be required to tabulate or account for such money. The foregoing will not apply to student activity money.
- C. Teachers will not be required to reproduce instructional materials or perform unnecessary clerical functions. A study committee consisting of three (3) teachers and three (3) administrators will be established as soon as practicable to consider means of improving clerical efficiency of tasks involving teachers.

ARTICLE IX

TEACHER EMPLOYMENT AND ASSIGNMENT

- A. The Board establishes as minimum requirements for initial employment of teachers the possession of a bachelor's degree and Michigan elementary or secondary provisional certificate or the equivalent. If it is necessary to deviate from this policy, the deviation will be in accord with the Michigan Department of Education regulations.
- B. Teachers, other than newly-appointed and substitute teachers, will be notified of their tentative programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than June 1.
- C. In order to assure that pupils are taught by teachers working within their areas of competence teachers will not be assigned, except temporarily and/or for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.

- D. Changes in grade assignment in the elementary schools and in subject assignment in the secondary schools are sometimes necessary and even beneficial. To the extent possible, such changes in grade and subject assignment will be voluntary (especially changes affecting probationary teachers) but the Board reserves the right to make such changes.
- E. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable.
- F. No regularly-assigned teacher will be used as a substitute teacher without his consent. If a teacher agrees to serve as a substitute, he will be compensated at the rate of four (\$4.00) dollars per class hour. This Section F will not apply to teachers temporarily assigned to a closed school. Such teachers will receive their regular salaries.
- G. Full credit, not to exceed seven (7) years, will be given for previous outside teaching experience, and credit, not to exceed two (2) years, will be given for military experience upon initial employment within the seven (7) year maximum credit.
- H. 1. Teachers with more than seven (7) years' previous teaching experience in the Saginaw system will, upon returning to the system, be restored to the same position on the salary schedule at which they left if they have been continuously engaged in the field of education on a full-time basis. Teachers with less than seven (7) years' previous teaching experience in the Saginaw system will upon returning to the system receive credit on the salary schedule for all teaching experience up to seven (7) years, provided they have been continuously engaged in the field of education.
- 2. Upon returning to the system, teachers who have not been continuously engaged in the field of education on a full-time basis will have one (1) salary increment deducted from the position on the salary schedule at which they left for each year during which they were not so engaged; provided, however, that no teacher returning to the system will be reduced below the allowable level of credit for outside experience.
- I. The Board agrees to adhere to its present policy of not hiring or assigning teachers on the basis of race, creed, religion, color, national origin, sex or marital status.

ARTICLE X

TRANSFERS

Although the Board and the Association recognize that frequent transfers of teachers from one school to another are disruptive of the educational process and interfere with optimum teacher performance, they also recognize that some transfers for administrative purposes and to insure a fair distribution of experienced and qualified teachers throughout the system will be necessary. Therefore, they agree as follows:

- A. Transfers and changes of assignment will be on a voluntary basis whenever possible. In making involuntary assignments and transfers the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils. Teachers being involuntarily transferred during the school year will be transferred only to a position paying at least the same compensation.

- B. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent or his designee, at which time the teacher will be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher the Association will be notified and the Superintendent or his designee will meet with the Association's representatives to discuss the transfer. Disputes under this Section B will be subject to the grievance procedure but the decision of the Board will be final, unless arbitrary, capricious or without basis in fact.
- C. 1. A list of open positions in other schools will be made available to all teachers being involuntarily transferred. If qualified, and not in conflict with the instructional requirements and best interests of the school system and the pupils, preference will be given in filling such positions on the basis of length of service in the Saginaw school system. Disputes under this Section C. 1. will be subject to the grievance procedure but the decision of the Board, unless arbitrary, capricious or without basis in fact, will be final.
 - 2. All such teachers will be given adequate time off for the purpose of visiting schools at which the open positions exist.
- D. Notice of transfers will be given to teachers as soon as practicable and under normal circumstances not later than the end of the semester preceding the effective date of the transfer.
- E. If a teacher is transferred to a non-unit supervisory or executive position and is subsequently returned to a position in the negotiating unit, he will upon his return have the status which he would have achieved if he had remained continuously in the negotiating unit.

ARTICLE XI

VACANCIES AND PROMOTIONS

- A. 1. Whenever any professional vacancy on the Administrative and Supervisory Salary Schedule shall occur, the Board will publicize the same in the Superintendent's Bulletin during the school year (September to June) and will include a general statement of the qualifications required. During the months of July and August written notice of any such vacancy will be given to the Association, including a general statement of the qualifications required. No vacancy will be filled, except on a temporary basis, within fourteen (14) calendar days from the date of distribution of the Superintendent's Bulletin or the giving of notice to the Association.
 - 2. Any teacher interested in a full-time non-administrative or non-supervisory position offering compensation above his position on the teachers' salary schedule may, at any time, file written application for such position with the Superintendent. Whenever any such vacancy occurs, each application will be given full consideration and those applicants not selected shall, upon request, receive an explanation from the Superintendent or his designee.
- B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. The parties recognize that, while the Board will continue to adhere to its policy of promotions from within its own teaching staff, the filling of vacancies of a promotional nature is a prerogative of the Board, and the decision of the Board, unless arbitrary, capricious or without basis in fact, will be final.

ARTICLE XII

SUMMER SCHOOL AND NIGHT SCHOOL

- A. Teaching positions in the Saginaw summer school and night school will be filled first by qualified teachers regularly employed in the Saginaw School System.
- B. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record and previous summer-school and/or night-school teaching experience.
- C. Application by regularly employed teachers for summer school and night school will be filed with the Superintendent at least two (2) months prior to the beginning of classes, and such applications will be renewed by the teacher for each subsequent session. The decision of the Board on such applications and the filling of such vacancies, unless arbitrary, capricious or without basis in fact, will be final.
- D. The provisions of this agreement will not apply to summer-school and night-school positions except as otherwise specifically set forth herein.

ARTICLE XIII

TEACHER EVALUATION

- A. The evaluation of the work of all teachers is a responsibility of the administration. To assist the Board in formulating adequate and fair methods of evaluation, a joint Board-Association study committee (consisting of two(2) members appointed by the Board and two(2) members appointed by the Association) will be established by November 1, 1966.
- B. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by their Supervisors and will have the right to discuss such report with their Supervisors.
- C. The teaching performance of non-tenure teachers will be observed and a written evaluation prepared at least twice each school year. The principal or his designee will hold a conference with the non-tenure teacher after each such evaluation.
- D. Any adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof will be subject to the grievance procedure herein set forth; provided, however, that nothing contained herein will deprive the Board of any rights which it has under the Michigan Tenure of Teachers Act.
- E. Any complaints regarding a teacher made to the Administration by any parents, student or other person which is considered in evaluating said teacher's performance will be promptly called to his attention. Each teacher will have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information, such as confidential credentials and related personal references obtained at the time of initial employment, are specifically exempted from such review. The Administrator will remove such credentials and confidential reports from the file prior to the review of the file by the teacher.
- F. If a teacher is to be reprimanded or disciplined by a member of the administration above the level of the principal, he will be entitled to have a representative of the Association present.

ARTICLE XIV

DISCIPLINE OF TEACHERS

- A. The Board may adopt reasonable rules and regulations not in conflict with the terms of this Agreement governing the discipline of teachers.
- B. No teacher will be disciplined, demoted, dismissed, suspended with or without pay, or reprimanded without just cause. Just cause will include, but not be limited to, inefficiency or incompetence, insubordination against the reasonable rules of the Board of Education, moral misconduct, or disability, mental or physical, as shown by competent medical evidence.
- C. Discipline of teachers will be subject to the grievance procedure set forth in this Agreement; provided, however, that the Board's decision on the termination of the services of or failure to re-employ any probationary teacher on a third year of probation will be final and will not be subject to arbitration.
- D. Nothing contained herein will deprive the Board of any rights which it has under the Michigan Teacher Tenure Act with regard to tenure teachers.

ARTICLE XV

TEACHER FACILITIES

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the Association and the Board. They recognize further that facilities should be designed to meet the needs of the educational program. To achieve this end, the Board will continue to seek the recommendations of teachers before teaching facilities are constructed or remodeled.
- B. Each school will have the following facilities:
 - 1. Space in each classroom in which teachers may safely store instructional materials and supplies.
 - 2. A work area containing adequate supplies and equipment, to be used exclusively by the staff and individual pupils accompanied by a staff member for preparation of instructional materials. A telephone to be used for work-connected calls will be available for teachers and, if feasible, will be placed in said work areas.
 - 3. An appropriately furnished room to be used as a staff lounge. To the extent possible, the lounge shall be different from the aforesaid work area. The permissibility of smoking in said lounges will be determined on a building-by-building basis by a vote of the staff.
 - 4. Adequate lunchroom facilities and well-lighted and clean teacher rest rooms, to the extent that these facilities may be provided without cost for construction or renovation of existing facilities.
- C. Where parking facilities for teachers are not considered adequate, the Board will continue to endeavor to provide such facilities.

ARTICLE XVI

USE OF SCHOOL FACILITIES

- A. After the close of school and prior to 5 P. M. ,the Association will have the right to use school buildings without cost at reasonable times on school days for meetings. The principal of the building in question will be notified in advance of the time and place of all such meetings. All requests for building use after 5 P. M. or on non-school days will conform to Board policies. It is understood that the only cost to the Association will be any additional service costs necessitated by such meetings.
- B. It will be the policy of the Board that bulletin boards in a given school will be used for the purpose of displaying educational material and other notices referring to the conduct of educational and student activities; provided, however, that there will be one(1)bulletin board, which will be placed in the staff lounge for the purpose of displaying notices, circulars and other teacher-organization material. Copies of all such material will be shown to the principal before posting, but his advance approval will not be required.
- C. In those schools where an inter-communications system exists, it will be the policy of the Board that such equipment may be used only for announcements emanating from the principal's office and in connection with information from that office to students and staff members. Such announcements will be in connection with student activities, educational announcements and announcements to the faculty with regard to school-centered activities. Other announcements beyond the above may be made at the discretion of the principal, with regard to content, time and need for such announcements.
- D. The Association may distribute materials through teachers' mailboxes if it so desires.
- E. It is expressly understood that no member of the administration will assume responsibility for the posting or distribution of material for the Association or any other teacher organization.
- F. No teacher will be prevented from wearing pins showing membership in the Association or any other teacher organization.
- G. Teachers will not tutor for pay in school buildings during the school year, unless they have the advance approval of the building principal.
- H. Teachers will not tutor their own pupils for pay.

ARTICLE XVII

SICK LEAVE

- A. Teachers shall be entitled to ten(10)sick-leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Sick-leave days may be accumulated from year to year with no maximum limit.
- B. 1. If a teacher has completed ten (10) or more years of service in the Saginaw school system, he will be paid for one-half (1/2) of all accumulated unused sick days up to a maximum of fifty (50) days at the substitute teacher rate for the 1966-67 school year, if he terminates his employment under either of the following circumstances:

- a. Voluntary retirement under the provisions of the State Retirement Act.
 - b. Forced retirement, prior to regular retirement age, 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 he is entitled.
- C. Upon the recommendation of the Superintendent, the Board may require a teacher to submit to physical or mental examinations by appropriate specialists to determine whether involuntary sick leave is warranted. Such requested examinations will be at the Board's expense.
- D. In the event of absence of a teacher for illness in excess of five(5) consecutive working days, the Board may require an examination by an independent physician, such examination to be at the Board's expense.
- E. In addition to personal illness or injury, sick leave may be utilized for the following purposes:
- 1. One (1) day when emergency illness or injury in the family requires a teacher to make arrangements for necessary medical and nursing care.
 - 2. A maximum of five(5) days per school year for a critical illness in the immediate family.
 - 3. A maximum of five(5) days per school year for a death in the immediate family or household. Further death leave may be granted at the discretion of the Superintendent.
 - 4. A maximum of ten(10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the Michigan National Guard, provided such obligations cannot be fulfilled on days when school is not in session.
 - 5. A maximum of three (3) days per school year may be used for emergency or catastrophe. Permission for such leave must be obtained from the Superintendent's office through the principal involved. Examples of such are:
 - a. Emergencies, catastrophe, fire, accident, pallbearer.
 - b. Marriage or graduation of a member of immediate family and of the employee himself.
 - c. Required court appearance involving no moral turpitude on the part of the employee.
 - d. Child born to wife.
 - e. Immediate member of family leaving for service.
 - f. Religious holidays when schools are in session.

Immediate family shall be considered to include father, mother, son, daughter, brother, sister, husband, wife, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle and relatives living in the same household.

6. Any other reason approved in advance by the Superintendent.

ARTICLE XVIII

TEMPORARY LEAVES OF ABSENCE

- A. Leaves of absence with pay not chargeable against the teachers' sick leave will be granted as follows:
 1. One (1) day each school year for legal, business, household or family matters which require absence during school hours. Application for personal leave will be made at least twenty-four (24) hours before taking such leave (except in the case of emergencies) and the applicant for such leave will not be required to state the reason for taking such leave other than that he is taking it under this Section.
 2. Teachers will be granted leave of at least one(1) day per year for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the administration.
 3. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system, if the teacher is required by law to attend.
 4. Paid holidays will be paid and will not be charged against accumulated sick leave if a teacher is absent before or after holidays.
 5. The Board will continue its policy of allowing Association representatives time off to attend State and/or National Association workshops, Conferences, conventions and other activities, provided that the total amount of time so taken will not exceed twenty (20) days per school year.
- B. Teachers will notify their principal immediately upon discovery that leave is required. Leaves of absence will be applied for in writing, except in cases of emergency.

ARTICLE XIX

EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that up to two(2) teachers designated by the Association will, upon request, be granted a leave of absence for not less than one (1) semester nor more than one(1) school year without pay or increment for the purpose of engaging in Association (local, state or national) activities.
- B. A leave of absence without pay of up to two (2) years will, upon the approval of the Superintendent, be granted to any teacher who joins the Peace Corps or serves as an exchange teacher and is a full-time participant in either of such programs. Upon return for such leave, a teacher will be considered as if he were actively employed by the Board during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent.
- C. A leave of absence for up to one (1) year without pay will, upon the approval of the Superintendent, be granted for: study related to the teacher's licensed field, study to meet eligibility requirements for a license other than that held by the teacher, and study, research or special teaching assignment involving probable advantage to

the school system. Upon return from such leave, a teacher will be considered as if he were actively employed by the Board during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent.

- D. Military leave will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of two (2) years.
- E. Maternity leave of up to five (5) years will be granted without pay or increment and will commence not later than the end of the sixth (6th) month of pregnancy, except when this date falls within one (1) school month of the end of the semester, in which event the teacher will, if she desires and is physically able, be permitted to complete the semester. Return from such leave will be no earlier than six (6) weeks after the termination of the pregnancy.
- F. A leave of absence without pay or increment of up to one (1) year may, upon the approval of the Superintendent, be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Superintendent.
- G. The Board may, upon approval of the Superintendent, grant a leave of absence without pay or increment to any teacher to campaign for or serve in a public office, such leave to be not less than one (1) semester nor more than the term of such office.
- H. Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery from such illness. Upon return from such leave, a teacher will be assigned to the same position, if available, or, if not, to the nearest equivalent available position.
- I. Other leaves of absence without pay may be granted by the Board.
- J. No benefits will accrue to a teacher during a leave of absence except as otherwise stated herein. Upon return from leave, his accumulated unused sick leave benefit accumulated at the time the leave commenced, will be restored to him.
- K. All requests for extended leaves will be applied for and granted in writing. The teacher must apply for the leave at least 60 days prior to its commencement, except in cases of emergency, and must notify the Board of his intention to return from such leave at least sixty (60) days prior to return.

ARTICLE XX

SABBATICAL LEAVE

Beginning with the 1967-68 school year, with the approval of the Superintendent of Schools, sabbatical leaves will be granted for study to a teacher by the Board subject to the following conditions:

- A. No more than five (5) teachers will be absent on sabbatical leave at any one time.
- B. Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools no later than March 1 of the school year preceding the school year for which the sabbatical leave is requested. Preference in granting such leaves will be given on the basis of length of service in the system.

- C. The teacher has completed at least seven (7) consecutive full school years of service in the Saginaw school system.
- D. Teachers on a sabbatical leave will be paid at one-half (1/2) their annual salary rate for a full year's leave or one-quarter (1/4) of their annual salary rate for a semester's leave.
- E. The teacher will agree to return to employment in the Saginaw school system for one (1) full year in the event of a semester's leave or two (2) full years in the event of a full year's leave.

ARTICLE XXI

STUDENT CONTROL AND DISCIPLINE

- A. The Board will continue to accept its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the School. Such support will be provided by the appropriate administrative personnel and when necessary will be provided directly by the Board.
- B. Any pupil who is determined by the administration after consultation with appropriate, qualified professional people to be incapable of adjusting to the regular classroom will be removed from such regular classroom.

ARTICLE XXII

PROTECTION OF TEACHERS

- A. 1. Any case of alleged assault upon a teacher which had its inception in a school-centered problem will be promptly reported to the Board or its designated representative. If the alleged assault was by a pupil, the assaulting pupil will be immediately suspended. The alleged assault will be promptly investigated by the principal or his designated representative and the appropriate assistant superintendent, or his designated representative. These two persons and the Superintendent shall determine a suitable punishment for the assaulting pupil(s). This decision will be communicated to the teacher concerned.
- 2. If the assault is by an adult person who is not a pupil, the Board will promptly report the incident to the proper law enforcement authorities.
- 3. In either case (pupil or non-pupil adult) the Board will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement, legal and medical authorities.
- B. During the term of this Agreement the Board will continue in effect its present insurance liability coverage for teachers.
- C. Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault arising out of and in the course of his employment, he will be paid his full salary (less the amount of any workmen's compensation made for temporary disability due to said injury) for the period of such absence not to exceed ten (10) school months, and no part of such absence will be charged to his annual or accumulated sick leave. The Board may, at its option, request a confirming statement from a medical doctor relative to the duration of such absence from the teaching assignment. As soon as such teacher is physically able to return to work, he shall be restored to his previous position or an equivalent position.
- D. If as a result of an accident or assault arising out of and in the course of his employment a teacher is injured or suffers damages to or destruction of clothing and

glasses, the Board of Education or its workmen's compensation carrier will reimburse the teacher for such loss and/or required medical, surgical or hospital care. Such reimbursement by the Board will cover all such costs except those covered by insurance.

ARTICLE XXIII

HEALTH INSURANCE

- A. Beginning with the 1966-67 school year, the Board will pay up to \$15 per month per teacher for health insurance coverage. This amount may, at the teacher's option, be applied as follows:
1. Individual or Family Blue Cross-Blue Shield of the type presently offered by the Board; or
 2. Individual or Family MEA Basic and Major Medical and MEA Income and Life Protection Benefits
- B. If two(2) or more teachers belong to a single family unit and are eligible for coverage under the same policy, each may, at his option, have all or any part of his \$15 applied to the cost of a single policy covering said family unit.

ARTICLE XXIV

RETIREMENT

Teachers who reach the age of 55 are eligible to retire under the Michigan Retirement Law, and will submit to the Board a written notice of intention to retire at least sixty (60) calendar days prior to the date of retirement.

- A. Teachers on tenure who will reach the age of 65 on or before July 1 of the then-current year and who desire to remain in the system will submit to the Board a written request for continuation of employment not later than March 1 of that year. The Board may require either a written statement from the teacher's personal physician or a physical examination of such employee by an appropriate specialist, such examination to be at the Board's expense. Failure by the Board to take official action or to give the teacher written notification of the action taken on his request prior to April 1 of the year in question shall constitute acceptance of the request to continue.
- B. Contracts shall be issued on a one-(1)-year basis to teachers beyond the age of 65.
- C. Mandatory retirement is at 70 years.

ARTICLE XXV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The parties recognize that in our rapidly changing society teachers must constantly review curriculum content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for achieving the optimum in teacher performance and attitudes. Therefore, they agree as follows:

- A. The Board shall pay the cost of tuition for in-service courses or courses at accredited colleges, universities or professional training schools which are taken with the advance approval of the Superintendent of Schools and his decision shall be final. It is expressly understood that this Section shall not apply to courses which are included in determining a teacher's level of professional preparation for salary purposes.

- B. The Board shall pay the reasonable expenses(including fees ,meals, lodging and/or transportation)incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent.
- C. In addition to the present pre-school conference days and regional conference days, there will be at least one (1) In-service Education Day each school year, on which the schools will be closed and workshops, seminars and/or other programs designed to improve the quality of education will be held. Teacher attendance at these programs, up to the length of a normal work day, shall be required.
- D. 1. Teacher supervision of student teachers shall be strictly voluntary. At the same time, teachers recognize that active and willing participation in the training and development of qualified new teachers is a basic professional responsibility.
- 2. At the end of each semester, twenty-five (\$25) dollars shall be credited to each supervising teacher for each student teacher supervised during that semester by him. This money may be used by the supervising teacher for any educational purpose at any time during the following two (2) years. If the money is not so used within said two (2) year period, it shall then be available for use by the teachers in that building for any educational purpose.
- E. 1. A Professional Study Committee consisting of three(3)members selected by the Board and three(3) members selected by the Association shall be established. This shall be a continuing Committee which shall meet on a regular basis to consider problems of mutual concern and to recommend methods of improving the Saginaw educational program.
- 2. Among other things, the above committee shall consider the grants to be requested by the Board pursuant to the Federal Elementary and Secondary Education Act of 1965.

ARTICLE XXVI

TEXTBOOKS

- A. To the extent possible without additional cost, the Board will provide copies of texts as follows:

- 1. Elementary Schools

Social Studies - Grades 4-6

There shall be sufficient texts available for each classroom in sets of such numbers as to provide a single copy of the same text for every child. These texts to be placed in an appropriate place(e. g. ,Material Center, or Specific Classrooms) in each building so that they may be used as needed in the Unit Study of Social Studies.

Language Arts

Dictionaries -- one for each child -- grade 4-6.

Individual schools which so decide may use a combination spelling and language text or workbook. Grades 3-6.

Science

Reference books as needed for the Saginaw Public Schools' Science Curriculum. (different books on a particular subject)

Arithmetic

A copy of the same text for each child in each class.
Grades 3-6.

2. Secondary Schools

Each child in each classroom in which textbooks are used shall have a copy for his own use.

- B. Prior to changing a textbook or selecting a new textbook, the teachers affected and/or a committee of such teachers shall be given the opportunity to meet and consult with the Superintendent or his designee regarding the proposed change or selection.

ARTICLE XXVII

STRIKES AND SANCTIONS

- A. During the term of this Agreement neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the teachers' duties of employment) for any purpose whatsoever.
- B. 1. The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his contractual duties, or who refuses to participate in any of the activities prohibited by this Article.
2. Although the parties recognize that Principals, Assistant Principals, the Superintendent, and the Assistant Superintendents and other supervisory, administrative and executive officials are excluded from the bargaining unit, they also recognize that it is the present policy of the Association to admit such persons to membership in the Association for professional purposes not connected with collective bargaining and/or the administration of this Agreement. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any such supervisory or executive officials because of any decisions, actions or statements made either personally or in the course of their official duty relative to collective bargaining, the administration of this Agreement or the educational policies of the Board. The Association further agrees that it will neither take nor threaten to take any reprisals against the Board, or any member thereof, by reason of any decisions, actions or statements made by them either personally or in the course of their official duty relative to collective bargaining, in the administration of this Agreement or the educational policies of the Board.
3. It is expressly understood that this Section B will not be construed as in any way restricting the right of the Association to take any lawful action or exert any lawful pressure in connection with negotiations for future professional negotiation agreements.

- C. 1. Violation of this Article by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties.
 2. The Board of Education, in the event of violation of this Article, will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association provided, however, that if the Association promptly disclaims, in writing to the Board and publicly, responsibility for any activity prohibited hereby, it will not be liable in any way therefore.
- D. Nothing contained in this Article will be construed as a waiver of any rights the Association or its members may have under Act 379 of the Michigan Public Acts of 1965 or which are otherwise provided by law.

ARTICLE XXVIII

GENERAL

- A. Subject to the provisions of Article XXVII of this Agreement (Strikes and Sanctions), there will be no reprisals of any kind taken against any teacher by reason of his membership or non-membership in the Association or participation or non-participation in its activities.
- B. Teachers will be informed of the telephone numbers they may call before 7:00 A.M. to report unavailability for work. Once a teacher has reported unavailability, it will be the responsibility of the administration to arrange for a substitute teacher.
- C. When, in the judgment of the administrative officials authorized to make such decisions, hazardous weather conditions prevent the opening of school, teachers will not be required to report to work. Notice of closing will be given through local radio stations at the earliest possible time. On such days teachers are requested to tune in to local stations.
- D. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- E. The Association will be notified and will have the opportunity to consult with the Board with respect to contemplated millage increases prior to public announcement.
- F. The Board will, upon request, provide the Association with any public documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with any other available information which may be necessary for the Association to process grievances under this Agreement.
- G. The Association will be provided with copies of minutes of official Board meetings and all other printed materials that are distributed to Board members at official meetings as soon as possible after such meetings. A copy of the official agenda of the meeting will be available to the Association at the Superintendent's office prior to said meeting.
- H. It will be the general practice of all parties in interest to process grievances during times which do not interfere with assigned duties; provided, however, in the event it is mutually agreed by the aggrieved person, the Association, and the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, including arbitration, on his own behalf or on behalf of the Association, with any representative of the Board, will be released from assigned duties without loss of salary.

- I. Copies of this Agreement, will be printed at Board expenses and incorporated in the Directory of the Saginaw Public School System. The Board will continue to give a copy of said Directory to each teacher.
- J. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XXIX

DUES DEDUCTION

- A. The Board agrees to deduct from teachers' salaries, dues for the Saginaw Education Association, the Michigan Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the appropriate Associations. Teacher authorizations shall be in writing in the form set forth below:

MICHIGAN-NATIONAL EDUCATION ASSOCIATIONS
CONTINUING MEMBERSHIP APPLICATION

DO NOT WRITE IN THIS BOX	SOCIAL SECURITY	
MR. MRS. MISS NAME DR. _____		
ADDRESS _____		
STREET	CITY	
	STATE	
	ZIP CODE	
ME A REGION	ME A DISTRICT	SCHOOL SYSTEM-SCHOOL PHONE
I am an NEA Life Member:	Yes <input type="checkbox"/>	
	No <input type="checkbox"/>	
I am an ME A Life Member:	Yes <input type="checkbox"/>	
	No <input type="checkbox"/>	

I hereby authorize the Saginaw Board of Education to deduct dues for professional associations in accordance with the Michigan Education Association plan. It is my understanding that the dues will be annually deducted from my salary unless I revoke this authorization in writing to the School Business Office before September 1, of any given year. I have checked the proper boxes to authorize deduction for each professional association.

National Education Association

Michigan Education Association

Active;

Saginaw Education Association

Ed. Affil;

Non-Ed.

I agree to abide by the constitutions and bylaws of these Associations, and to uphold the Code of Ethics of the Education Profession.

Date _____ (Signed) _____

- B. The Saginaw Education Association shall certify to the Board in writing the current rate of membership dues for each of the Associations named in Section A above. If any of said Associations shall change the rate of its membership dues, the Saginaw Education Association shall give the Board thirty (30) days written notice prior to the effective date of such change.
- C. Deductions referred to in Section A above will be made in ten(10) equal installments as follows: On both the first and second pay days in October and on the first pay day of each month from November through June. The Board will not be required to honor for any deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.
- D. No later than September 30 of each year, the Board shall provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for any of the Associations named in Section A above. The Board will notify the Association monthly of any changes in said list. Any teacher desiring to have the Board discontinue deductions he has previously authorized must notify the Board and the Association concerned in writing by September 1 of each year for that school year's dues.

ARTICLE XXX

DURATION

The provisions of this Agreement will be effective as of June 10, 1966, and will continue and remain in full force and effect until September 1, 1967.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this day of June, 1966.

SAGINAW EDUCATION ASSOCIATION

SAGINAW BOARD OF EDUCATION

By _____
President

By _____
President

Members of S. E. A. Negotiating Team:

Richard A. Foulds

Vena Harmon

William Hart

Gene Preston

Carol Rader

Warren Shelly

Carlos Uribe

Members of Board Negotiating Team:

Charles C. Coulter

Milford O. Holt

Leonard T. Soper

Helen M. Tewes

Edward VanderMeer

APPENDIX A

SALARY SCHEDULES FOR THE 1966-67 SCHOOL YEAR

1. TEACHERS

A. Schedule:

<u>STEP</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>BA</u>	<u>MA</u>	<u>MA + 30</u>
0	85.0% \$4845	92.5% \$5273	100% \$5700	107.5% \$6128	115.0% \$6555
1	88.7 \$5056	96.2 \$5483	104.4 \$5951	112.6 \$6418	120.8 \$6886
2	92.4 \$5267	99.9 \$5694	108.8 \$6202	117.7 \$6709	126.6 \$7216
3	96.1 \$5478	103.6 \$5905	113.2 \$6452	122.8 \$7000	132.4 \$7547
4	99.8 \$5689	107.3 \$6116	117.6 \$6703	127.9 \$7290	138.2 \$7877
5	103.5 \$5900	111.0 \$6327	122.0 \$6954	133.0 \$7581	144.0 \$8208
6	107.2 \$6110	114.7 \$6538	126.4 \$7205	138.1 \$7872	149.8 \$8539
7	110.9 \$6321	118.4 \$6749	130.8 \$7456	143.2 \$8162	155.6 \$8869
8	114.6 \$6532	122.1 \$6960	135.2 \$7706	148.3 \$8453	161.4 \$9200
9	118.3 \$6743	125.8 \$7171	139.6 \$7957	153.4 \$8744	167.2 \$9530
10		129.5 \$7382	144.0 \$8208	158.5 \$9035	173.0 \$9861
11			148.4 \$8459	163.6 \$9325	178.8 \$10192
12			152.8 \$8710	168.7 \$9616	184.6 \$10522
13			157.2 \$8960	173.8 \$9907	190.4 \$10853

B. Salary Adjustments

Salaries of all certificated employees shall be in accordance with the salary schedule adopted annually by the Board and the Association. Any change in salary shall be noted on new salary contracts at the time of the change. Salaries shall be determined in accordance with a salary schedule based on training and experience. If a salary schedule adjustment is made during a school year, any teacher who is unable to complete that school year will receive an adjustment in proportion to that part of the school year that the teacher has taught.

When a teacher earns a degree or earns sufficient semester hours to move from one salary schedule to another, adjustments on the salary schedule shall take place at the beginning of the ensuing semester. Full credit for teaching experience shall be given when adjustments are made. An official application for adjustment and a transcript of college credit must be filed with the Board prior to the semester for which the adjustment is desired.

The following shall be counted toward said adjustment.

- (i) Credits beyond the bachelor's degree must carry a grade of B or better.
 - (ii) Credits earned prior to the completion of the master's degree cannot be applied to the MA + 30 semester hours. Hours beyond the master's degree must be concentrated in the educational field.
 - (iii) College credits for educational tours shall not exceed six (6) semester hours.
 - (iv) Credits earned at foreign universities will be accepted when course requirements are equal to U.S. standards.
- C. Teachers shall have the option of receiving pay on a twenty (20) or twenty-six (26) pay period basis.

2. COMPENSATION FOR SPECIAL ASSIGNMENT AND EXTRA DUTIES BEYOND BASIC SALARY SCHEDULE

- A. Traveling teachers shall receive an additional \$200 annually to cover transportation costs.
- B. Counselors shall receive an additional one-half (1/2) of one percent of the MA maximum salary per class hour of counseling service.
- C. Teachers of the mentally and of the physically handicapped shall receive an additional three (3) percent of the teachers MA maximum salary.
- D. Diagnosticians, visiting teachers and speech correctionists shall receive an additional four (4) percent of the teachers MA maximum salary.
- E. Summer school teachers shall receive five (5) dollars per class hour for the 1966 summer. Their compensation for the 1967 summer shall be determined in connection with the next professional negotiations.
- F. Driver training teachers shall receive four (4) dollars per class hour.
- G. Night school teachers shall receive seven (7) dollars per class hour.
- H. Teachers performing non-professional services, such as, but not limited to, ticket taking and selling, shall receive \$3.00 per hour for such services.

- I. Deans will continue to be compensated at the same rate as subject supervisors.
- J. After ten(10)consecutive days of teaching in the same room assignment, substitute teachers shall be paid at the rate of \$25 per day for each day thereafter in the same room assignment.

3. GENERAL CONDITIONS

If a new position is established, the Board will negotiate with the Association over the appropriate salary for such position.

4. ATHLETIC COACHES

Coaching salaries will be based on the following schedule for 1966-67:

	<u>A. H. H. S.</u>	<u>S. H. S.</u>	<u>A. H. Tech.</u>	<u>Jr. High</u>
Athletic Director	7%	7%	3.5%	2.5%
Football, Head Coach	11%	11%	7%	4.5%
Football, Assistants	5.5%	5.5%	4%	4%
Basketball, Head Coach	11%	11%	7%	4.5%
Basketball, Assistants	5.5%	5.5%	4%	--
Swimming, Head Coach	7%	7%	--	3%
Wrestling, Head Coach	7%	7%	--	--
Track, Head Coach	7%	7%	4%	4%
Track, Assistants	3.5%	3.5%	--	--
Baseball, Head Coach	7%	7%	4%	4%
Baseball, Assistants	3.5%	3.5%	--	--
Volleyball, Head Coach	--	--	--	3%
Faculty Manager	7%	7%	3%	--
Tennis	4%	4%	--	--
Golf	4%	4%	--	--

The bachelor's schedule of 1963 was used as a base to determine the percentage. Years of coaching experience outside of Saginaw, as granted when hired into the system and coaching experience within the system, determine the place on the current year's bachelor's schedule at which the percentage is applied.

Any Coach who on the 1965-66 pay schedule in his present position received more than the above schedule calls for will continue to receive the greater figure until this schedule surpasses his present rate.

PROBATIONARY TEACHER
CONTRACT OF EMPLOYMENT

This Contract of Employment, entered into this _____ day of _____, 19 ____, by and between the Board of Education of School District of Saginaw, County of Saginaw, State of Michigan (hereinafter termed the District), and _____ hereinafter termed the Teacher.

WITNESSETH:

1. This individual contract is made pursuant to and subject to the terms and conditions of a master contract between the District and the Saginaw Education Association.
2. The District agrees to hire the Teacher for the school year 19 ____ - 19 ____, said school year to consist of no more than _____ days, commencing _____, 19 ____, and terminating _____, 19 ____, and the Teacher agrees to serve the District as a Teacher for said period and for such other duties as may be listed below together with the compensation listed therefor.
3. The District agrees to pay the Teacher the base salary listed below along with such other compensation that may be listed for other duties. Said sum shall be paid in equal installments, the first payment to be made on _____ 19 ____, with subsequent payments to be made according to the jointly approved calendar. The compensation listed below shall not be changed except as may be required by the terms of said master contract.

(Extra Duties)	Base Annual Salary
(Extra Duties)	
(Extra Duties)	\$ _____

Payments for extra duties shall be at completion of the specific assignment.

4. It is understood by the parties that the part of this contract allowing compensation for extra duties has a non-tenure status.
5. The District agrees to pay the salary above in the amount and term of months authorized by the Teacher. The District shall be authorized to make such payroll deductions as shall be required by law or authorized by the Teacher.
6. The Teacher represents that he holds all certificates and other qualifications required by law for a teacher of the District.
7. Both parties agree to obey the provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended) and the Public Employees Negotiation Act (Public Act 379 of 1965)
8. The Teacher is herewith retained on a probationary basis as defined in the Tenure Act (Act 4, Public Acts of 1937, extra session, as amended), said probationary period to be of (one) (two) year(s) duration. Continuing Tenure is not herein afforded to the Teacher, but is specifically withheld pending satisfactory performance during the probationary period.
9. The Teacher agrees that this is a contract for personal service which may not be assigned or transferred by the Teacher.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ____ day of _____, 19 ____.

Board of Education of the School District of Saginaw, State of Michigan, County of Saginaw.

Supt: _____

Teacher: _____

TENURE TEACHER
CONTRACT OF EMPLOYMENT

APPENDIX B

This Contract of Employment, entered into this _____ day of _____, 19____, by and between the Board of Education of the School District of the City of Saginaw, County of Saginaw, State of Michigan (hereinafter termed the District), and _____ (hereinafter termed the Teacher).

WITNESSETH:

1. This individual contract is made pursuant to and subject to the terms and conditions of a master contract between the District and the Saginaw Education Association.
2. The District agrees to hire the Teacher for the school year 19____ - 19____, said school year to consist of no more than _____ days, commencing _____, 19____ and terminating _____, 19____, and the Teacher agrees to serve the District as a teacher for said period and for such other duties as may be listed below together with the compensation listed therefor.
3. The District agrees to pay the Teacher the base salary listed below along with such other compensation that may be listed for other duties. Said sum shall be paid in equal installments, the first payment to be made on _____, 19____, with subsequent payments to be made according to the jointly approved calendar.

The compensation listed below shall not be changed except as may be required by the terms of said master contract.

(Extra Duties) _____	Base Annual Salary
(Extra Duties) _____	
(Extra Duties) _____	\$ _____

Payments for extra duties shall be at completion of the specific assignment.

4. It is understood by the parties that the part of this contract allowing compensation for extra duties have a non-tenure status.
5. The District agrees to pay the salary above in the amount and term of months authorized by the Teacher. The District shall be authorized to make such payroll deductions as shall be required by law or authorized by the Teacher.
6. The Teacher represents that he holds all certificates and other qualifications required by law.
7. Both parties agree to obey the provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended) and the Public Employees Negotiation Act (Public Act 379 of 1965).
8. The Teacher agrees that this is a contract for personal professional service which may not be assigned or transferred by the Teacher.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____, 19____.

Board of Education of the School District
of Saginaw, State of Michigan,
County of Saginaw

Superintendent

Teacher