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Saginaw

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The

Saginaw

Agreement

1972 - 1974

LTS
Board of Education
550 Millard Street
Saginaw, MI

AGREEMENT

between the

SAGINAW BOARD OF EDUCATION

and the

SAGINAW EDUCATION ASSOCIATION

COVERING THE PERIOD

from

AUGUST 16, 1972

through

AUGUST 14, 1974

SAGINAW, MICHIGAN

TABLE OF CONTENTS

Article	Subject	
I	RECOGNITION	1
II	PROFESSIONAL NEGOTIATIONS	1
III	GRIEVANCE PROCEDURE	2
IV	SALARIES	5
V	TEACHING HOURS AND TEACHING LOADS	5
VI	CLASS SIZE	8
VII	NON-TEACHING DUTIES	9
VIII	TEACHER EMPLOYMENT AND ASSIGNMENT	10
IX	TRANSFERS	12
X	SUPERVISORY AND ADMINISTRATIVE VACANCIES	13
XI	SUMMER SCHOOL AND NIGHT SCHOOL	13
XII	TEACHER EVALUATION	13
XIII	TEACHER CONDUCT	14
XIV	TEACHER FACILITIES	16
XV	USE OF SCHOOL FACILITIES	17
XVI	SICK LEAVE	17
XVII	TEMPORARY LEAVES OF ABSENCE	18
XVIII	EXTENDED LEAVES OF ABSENCE	19
XIX	SABBATICAL LEAVE	20
XX	STUDENT CONTROL AND DISCIPLINE	21
XXI	PROTECTION OF TEACHERS	22
XXII	INSURANCE	22
XXIII	RETIREMENT	23
XXIV	PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	24
XXV	PROFESSIONAL STUDY COMMITTEES	24
XXVI	STRIKES AND SANCTIONS	25
XXVII	GENERAL	26
XXVIII	DUES DEDUCTION	28
XXIX	DURATION	29
Appendix A	TEACHERS' SALARY SCHEDULE	30
Appendix B	INDIVIDUAL TEACHER CONTRACTS	34 - 35
Appendix C	CALENDARS	36 - 37

ARTICLE I

RECOGNITION

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

Unless otherwise indicated, the term "teacher" when used in this Agreement, will refer to all employees in the above bargaining unit.

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

ARTICLE II

PROFESSIONAL NEGOTIATIONS

- A. 1. Not later than April 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 will not make individual agreements with teachers in conflict with the provisions of this Agreement. The Board further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in salaries or other conditions of employment to become effective during the term of this Agreement.

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.

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 building representative, with the objective of resolving the matter informally within twenty (20) school days of the time the teacher knew, or should have known, of the act or condition on which the grievance is based. If the principal or immediate superior makes no decision, or does not satisfy the grievant within five (5) school days, the grievant will file the written grievance, signed by the grievant, with the principal or immediate superior, and Association building chairman. When the immediate superior is different from the principal, the teacher will be notified who he is in writing. All responses by principals or immediate superiors to written grievances at Level One must be in writing to the grievant and the Building Chairman.

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 five (5) school days after presentation of the written grievance at Level One, he may file the grievance in writing with the Association's President or Executive Director within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented orally, whichever is sooner.
- (b) The President or Executive Director will refer the grievance to the Superintendent of Schools within five (5) school days after receipt of the grievance.
- (c) 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.
- (d) If a teacher does not file a grievance in writing with the President or Executive Director and the written grievance is not forwarded to the 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 Grievance 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 Grievance Committee may refer it to the Board. Said referral shall be in writing and shall state the issue involved and the relief requested. Within fifteen (15) school days after receiving the written grievance, 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 Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after the

meeting with the Board Committee in Level Three, the Association may, within five (5) school days after a decision by the Board or fifteen (15) school days after the meeting with the Board Committee, whichever is sooner, by written notice to the Board, submit the grievance to arbitration. Grievances which do not allege a violation of a specific article and section of this Agreement may be processed through Level Three, but will not be arbitrable.

- (b) Within ten (10) school days after such written notice of submission to arbitration, the Board Committee and the Association 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 specific period, a request for a list of arbitrators will be made by the moving party within ten (10) days to the American Arbitration Association. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- (c) The arbitrator's decision will be in writing and will set forth his 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 arbitrator shall have no power to alter, modify or add to or subtract from the provisions of this Agreement. His authority shall be limited to deciding whether a specific article and section of this Agreement has been violated. The decision of the arbitrator, if within the scope of this authority as set forth above, shall be final and binding.
- (e) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association.

D. Rights of Teachers to Representation

- 1. No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any School Representative, any member of the Grievance Committee or any other participant in the grievance procedure by reason of such participation.
- 2. Any party in interest may be represented at all stages of the grievance procedure by a person of his 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 the grievance procedure.

E. Miscellaneous

- 1. If, in the judgment of the Grievance Committee, a grievance affects a group or class of teachers, the Grievance Committee may submit such grievance in writing to the 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 Grievance 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 of any legal remedy 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.
8. Any claim or complaint for which there is another specific remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedure specified in the Teacher Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan, as amended) shall not be the basis of any grievance filed under the procedures outlined in this article.
9.
 - a. Failure to reemploy or the termination of services of any probationary teacher shall not be the basis for a grievance.
 - b. The placing of a non-tenure teacher on a third year probation shall be grievable but not arbitrable.
10. No back pay or financial claim shall be awarded prior to eighteen (18) months prior to the date of filing of a written grievance, and, in addition to the time limits already contained herein, no grievance may be processed unless it is reduced to writing and presented to the Superintendent at Level Two within eighteen (18) months from the date, the act, or condition on which the grievance is based arose.

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 normal required teacher's work day between the hours of 6:45 a. m. and 5:30 p. m. shall not exceed a continuous period of (1) elementary - 7 hours, 25 minutes, (2) junior high - 7 hours, 10 minutes, (3) senior high - 7 hours, 30 minutes.
 2. Teachers will normally be at their teaching stations unless otherwise scheduled by the principal. Such time shall be spent in professional activities such as preparation, student evaluation, pupil conferences and, if scheduled, inservice training and faculty meetings. Parent-teacher conferences, which cannot be held during

the regular work day, will be scheduled by the teacher within a reasonable period after the regularly scheduled conference period.

3. In the elementary schools the classroom teacher's normal work day shall be divided into the following segments:

1. Teachers shall have a planning, preparation, conference period from 8:10 A. M. to 8:40 A. M.
2. The period from 8:40 A. M. to 8:45 A. M. shall be supervision.
3. Classes shall begin at 8:45 A. M.
4. Morning classes shall be dismissed at 11:30 A. M.
5. The period from 11:30 - 12:45 shall be teachers' lunch period.
6. The period from 12:45 - 12:55 shall be supervision.
7. Afternoon classes shall begin at 12:55 P. M. and shall end at 3:25 P. M.
8. The period from 3:25 P. M. to 3:35 P. M. shall be supervision.

Group planning and evaluation sessions shall be scheduled as needed by the staff within the planning period. Said starting time, above, may be changed so long as such change does not conflict with Section "A" herein.

4. Exceptions to the above provisions and Sections D and F of this article may be made if the principal or other appropriate administrative official determines that it is required to do so in the best interests of the educational process and in such cases the SEA Building Chairman shall be so notified. In the event an exception is necessary, teachers will be compensated at the rate established in Appendix A. A disagreement of whether an exception is justified will be subject to the grievance procedure. Deviations in the case of an individual teacher will not be longer than the remainder of the school year. Acceptance of such assignments shall be in writing with a copy provided to the SEA Building Chairman.

B. The mutually-agreed official calendars shall be attached to this agreement as Appendix C. The Board agrees that the teachers' work year will not exceed 186 scheduled work days (187 for newly hired teachers).

C. 1. Teachers may be required to remain after school without additional compensation for up to one hour and thirty minutes after dismissal of children twice a month to attend meetings called by the school principal. Where split schedules exist, schedules may be arranged so that all teachers may attend the same meeting. Teachers may, upon approval of the principal, place educationally related items on the agenda, such agenda to be given to teachers twenty-four (24) hours in advance of the meeting except in unusual circumstances. The SEA Representatives may give a report at the end of each meeting. Such meetings shall normally be scheduled on Tuesdays.

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

3. Building Representative may call two (2) building meetings per month during the teacher work day for discussion of Association matters. Such meetings shall be held at times other than when teachers are responsible for supervising students, during preparation periods, or during previously scheduled faculty meetings or school programs. This subsection is not subject to A-2 above.

4. Teachers shall not be required to attend evening meetings unless otherwise agreed between the Association and the Board.

D. 1. All full time teachers will have a duty free lunch period between the hours of 11:00 A. M. and 2:05 P. M. of the following lengths:

- | | |
|----------------|---|
| A. Elementary | 1 hour and 15 minutes |
| B. Junior High | The length of a regular class period or the regularly scheduled lunch period, but in no event less than 50 minutes. |
| C. Senior High | The length of a regular class period or the regularly scheduled lunch period, but in no event less than 35 minutes. |

2. All teachers in the secondary schools shall be given preparation periods equal to one class period per day. The preparation period shall be used for professional activities and shall be spent within the building unless permission to leave is given by the building principal.

3. Elementary teachers shall be allowed to leave the class when the physical education teacher has taken over the class. In addition, elementary teachers shall also be allowed to leave the class (to use the time for planning, preparation and conference time) when art and music teachers take over the class, as agreed to between said art or music teacher and the classroom teacher.

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

E. The assignment of consultant services to the classroom teacher shall be on a mutually agreed basis between the principal and the teacher. Such assignment shall be subject to a review by the principal and teacher at the end of the semester. The teacher will be provided a schedule of visits for each special subject teacher at least one week in advance of the visit and will have an opportunity to recommend changes in such schedules. The consultant service personnel shall forward a copy of their lesson plans together with the aims and objective of the program and a list of materials to be used if applicable one week in advance where possible. The classroom teacher may request that the principals schedule a meeting with the consultant service personnel.

F. 1. Subject to the provisions of Section D-2 above, high school and junior high school teachers will not be assigned more than five student supervision periods per day. Teachers may be required to supervise a fifteen-minute advisory period per day in addition to the aforementioned five student supervision periods.

2. Secondary teachers will not be required to teach more than two (2) subjects nor more than a total of three (3) teaching preparations per day. A different curriculum or track, shall be considered a separate preparation. At the junior high school level, the prevailing practices in each building, as experienced during the past school year, shall be the determining factor in the interpretation of this section, provided, however, the Board agrees to continue to work toward making the practice conform to the intent of this provision. The prevailing practice is to be determined by the principal after consultation with the Association representative and the concerned teacher or teachers.

G. 1. Teachers recognize that their responsibilities to their students and profession require the performance of duties that involve the expenditure of time beyond that of the normal working day including preparation for and supervision of co-curricular student activities and functions. When it is necessary to maintain a co-curriculum

on an hourly pay basis, the teachers who voluntarily perform the functions shall be compensated equally regardless of grade level for equal function. Such voluntary activities that call for a flat-rate compensation are listed in Appendix A.

2. Lesson plans shall be kept up-to-date and will be used by substitute teachers. They shall be such that the teacher, principal, or substitute should be able to discern what has been taught and what is to be taught. They shall contain names of books, pages to be used, seating charts and necessary instruction for optimum classroom management.
- H.
1. Senior high department chairmen, who are selected by the principal following discussion with the staff, will receive one period of released time if there are 5 to 12 teachers in the department, two periods for 13 through 16 teachers and three periods for 17 or more teachers. This time is to be used for purposes of curriculum development, communications and other departmental activities.
 2. Senior high department chairmen will not be eligible to receive the extended schedule allowance.
 3. The selection of department chairmen for the coming school year shall take place during the second semester of school year preceding their appointment. It is further understood that after a department chairman has served for one year, his reappointment shall be subject to confirmation by members in his department, it being understood that if two-thirds of the members in the department, in a secret ballot election, vote against confirmation, the principal must appoint a new chairman.
- I. The Board recognized its responsibility to provide textbooks and necessary supplies. Inadequacies should be reported to the building administrator and/or immediate supervisor. A committee consisting of three administrators and three association representatives shall be formed to study ways of making information on designated system-wide test scores and birth dates for each child on the class list available to each teacher on a semester basis.
- J. Subject to state regulations, parent-teacher conferences will be scheduled on three consecutive afternoons or one full day and one afternoon on a staggered basis, and if not possible, such conferences will at least be scheduled not sooner than fifteen (15) minutes after students are dismissed.

ARTICLE VI

CLASS SIZE

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

Kindergarten Classes through Third-grade classes	30
Fourth-Sixth Grade Classes	32
Special Education Classes	15 per day
Remedial Reading Classes	5
Modified Classes	15 per day
Speech Correction Classes	75-100 case load per week
Combination-grade classes	25
 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	30
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	10
All Special Education	15 per session or hour
Modified Classes	26 per hour

- B. 1. 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.
2. Before any of the foregoing standards are modified upwards, the Administration will meet with the Association representative and, in good faith, attempt to work out a letter of understanding on the subject.
- C. In keeping with Section A above, the parties agree that representatives of the Administration will meet with a representative of the Association by the thirteenth (13th) day (school) of each semester to examine class loads and to explore ways of adjusting class loads where necessary. In the event of a disagreement, the Association may refer the matter to the Board for a final decision.

ARTICLE VII

NON-TEACHING DUTIES

- A. The Board and the Association recognize that their combined function is solely to provide the best education possible for all of the students in Saginaw. This goal can be best realized if a maximum amount of a teacher's time and energies is used in the direct activities of preparing lessons and presenting them to students. Therefore, they agree as follows:
1. Elementary teachers:
- (a) The teacher is to record daily attendance, transfers, losses in the CA 10-Y Record Book, complete proof of membership and hand the book in to the office at the end of each monthly attendance period.
- (b) Teachers will record absences once in the morning and in the afternoon, if different from the morning.

2. Secondary teachers:
 - (a) Secondary teachers shall be given mark sense cards two (2) days prior to the end of each marking period if possible. Cards will be due one school day after the end of the marking period or three (3) days after distribution, whichever is later.
 - (b) Teachers will record absences each class period. Principals may collect absence reports each period. Teachers will maintain an attendance record in their class record books.
3. All teachers:
 - (a) All cards pertaining to entering, leaving, transferring or dropping are the responsibility of the office staff.
 - (b) Grades, including absence, tardiness, citizenship and comments shall be recorded once per marking period.
 - (c) Teachers will see that each student presents a completed information card in the early fall. The office will take care of late and new enrollments after the fourth Friday following Labor Day.
 - (d) Inventory of furniture, equipment, supplies and books is to be taken only once per year, in June, by each staff member.
 - (e) Form CA-15-A (initial enrollment) will be done once, in ink. All necessary copies will be carbon or other type copies of the original.
 - (f) Health information and standardized test scores will be recorded by the school office or by the counselor. Counselors may not be required to maintain these records.
- B. Any collection of money from students is to be done only during the fifteen (15) minute advisory period in junior and senior high schools and during an appropriate time in elementary classrooms which shall be determined by the teacher. Money collections in elementary classrooms shall never exceed fifteen (15) minutes in time except at the discretion of the teacher.
- C. The assignment of duties to non-professional employees shall be the responsibility of the principal. Teachers, on an individual basis, shall have the right to decline the assistance of a general classroom aide, however, they do not have the right to decline the assistance of any other paraprofessional employees such as those used in system-wide programs. Any interference by paraprofessional employees with the professional responsibilities of teachers shall be reported by the teacher to the principal and, if not corrected, may be made subject of a grievance. The matter of utilization of aides will be the subject of further study under the Professional Study Committee.

ARTICLE VIII

TEACHER EMPLOYMENT AND ASSIGNMENT

- A. The Board establishes as minimum requirements for employment of teachers the possession of a Bachelor's Degree and one of the following: (1) Michigan Elementary Provisional, (2) Michigan Secondary Provisional, (3) Michigan Vocational Certification, or (4) the equivalent of the foregoing. The Board will not hire teachers who do not meet these provisions, provided the Board may continue those presently employed who hold a Life Certificate, and provided further if no qualified Bachelor's Degree applicants are available for C. O. C. positions, then the Michigan certification laws for Vocational Education shall govern.

- 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. To the extent possible, changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be voluntary. If qualified, and not in conflict with the instructional requirements of the system, preference will be given on the basis of length of service in the building. Disputes under this section will be subject to the grievance procedure.
- 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. Adequate time will be allowed for such required travel. Affected 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 established in Appendix A. This section will not apply to teachers assigned to another school while the school to which they are assigned is temporarily closed. Such teachers will receive 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 within the seven (7) year maximum credit, upon initial employment within the terms of this Agreement.
- 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. Subject to the present racial balance policy, the Board shall continue 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.
- J. The Board shall continue to actively seek and hire minority group educators on the teaching faculty which will give the faculty a percentage balance as determined by the joint staff balance committee. This obligation does not require the Board of Education to violate the civil or constitutional rights of any person.

ARTICLE IX

TRANSFERS

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 may be necessary. A transfer is a change from one building to another. Therefore, they agree as follows:

- A. Transfers will be on a voluntary basis whenever possible. In making involuntary 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. Teachers being involuntarily transferred because of the elimination of their position will be given preference over other applicants.
- 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.
- 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.
 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 six weeks prior to 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.
- F. Teachers requesting transfers should do so no later than the last day of teacher attendance for the school year. Requests for transfers must be renewed annually by the teacher if continued consideration is desired.
- G. A list of open positions within the bargaining unit will be made available to the Association by the fifteenth (15th) of each month.
- H. Whenever any permanent openings within the bargaining unit for the coming school year arise by virtue of a newly created position, death, or resignation, the District shall publicize the same by giving written notice of such vacancies to the Association in accordance with Section G. In filling the vacancy, the Board agrees to give due weight to the professional background and attainment of all applicants, the length of time each has been in the school system, and other relevant factors. However, the final determination respecting the filling of such openings shall be made by the Superintendent.

ARTICLE X

SUPERVISORY AND ADMINISTRATIVE VACANCIES

- 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 statement of the qualifications required. During the months of July and August, written notice of any such vacancy will be given to the Association, including a general statement of the qualifications required. Notification to the teachers in the form of the Superintendent's Bulletin shall be placed in the pay envelope of each teacher. 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 transferring to a full-time administrative or supervisory position 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 such vacancies is a prerogative of the Board.

ARTICLE XI

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. The tentative summer school program, together with the anticipated number of teaching positions involved, will be made available by May 1st of that school year. It is understood that said program is subject to revision at the discretion of the Board.
- 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 one (1) month prior to the beginning of classes, and such applications will be renewed by the teacher for each subsequent session.
- D. The provisions of this Agreement will not apply to summer-school and night-school positions except as otherwise specifically set forth herein.

ARTICLE XII

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by the supervisors and will have the right to discuss such report with their supervisors.
- B. The teaching performance of non-tenure teachers will be observed and a written evaluation prepared at least three times each year. Two of such evaluations shall take place in the first semester and one in the second semester, each evaluation to be held in a different marking period. This shall not prevent the principal from making addi-

tional observations for evaluation purposes as he deems necessary. The principal or his designee will hold a conference with the non-tenure teacher after each such evaluation and provide him with a copy of the evaluation. Said conference shall take place within ten (10) school days of the final observation upon which the evaluation is based.

- C. All tenure teachers will be formally evaluated at least once every three years. A conference shall take place within ten (10) school days of the final evaluation .
- D. Each formal evaluation of tenure and non-tenure teachers shall be based on approximately twenty-five (25) minutes of observation.
- E. 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 Teacher Tenure Act. Further, in the event a teacher disagrees with a written evaluation, he shall have the option of placing his own written comments on the evaluation form.
- F. Any complaint regarding a teacher made to the Administration by any parents, students or other person which is considered in a written evaluation as provided above in evaluating said teacher's performance, will be promptly called to his attention. Such complaint shall include the name of the parent, student, or other person lodging the complaint. Each teacher will have the right, upon request, to review the contents of his own personnel file at the Board of Education Building. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safe-keeping 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.
- G. The principal or other administrator may add information to a teacher's personnel file at any time during the school year regarding activities of that school year, but may not place anything in such file for any prior school year. All insertions into such files are to be dated and initialed by the teachers. Should a teacher disagree with the item being placed in his file, he may have his written objections attached to said item.
- H. New evaluation forms will be reviewed by the professional study committee before being adopted by the Board.

ARTICLE XIII

TEACHER CONDUCT

- A. The Board may adopt reasonable rules and regulations not in conflict with the terms of this Agreement governing the conduct of teachers.
- B. No teacher 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, habitual tardiness and abuse of the preparation hour, sick leave and personal leave days, and non-compliance with the provisions of the Master Agreement.
- C. If, in the judgment of the Administration, a teacher is guilty of serious misconduct or should be removed from the school, he may be suspended with pay pending investigation and determination of the penalty, if any. In other cases, the Administration shall

warn him of the possible disciplinary consequences in advance. All charges of misconduct must be based on objective investigation and applied without known discrimination to all employees.

- D. In the event a probationary teacher is given written charges seeking his dismissal, said teacher shall be entitled to a hearing before the Board under the following conditions provided said request is filed in writing with the Superintendent within ten (10) days following notification to said teacher.
1. The charges against the teacher shall be in writing and signed by the person making the same.
 2. At the option of the teacher, the hearing shall take place not less than ten (10) nor more than twenty (20) days after the filing of such charges.
 3. The hearing shall be conducted before the Board of Education in accordance with the following provisions:
 - (a) The hearing shall be public or private at the option of the teacher affected.
 - (b) No action shall be taken resulting in the demotion or dismissal of a teacher except by a majority vote of the members of the Board.
 - (c) Both the teacher and the person filing charges may be represented by council.
 - (d) Any hearing held for the dismissal or demotion of a teacher must be concluded by a decision in writing, within fifteen (15) days after the termination of a hearing. A copy of such decision shall be furnished the teacher affected and the Association within five (5) days after the decision is rendered.
 4. The decision of the Board may be reviewed under the provisions of Level Four of the grievance procedure.
 5. Provisions of this section shall not be applicable to probationary teachers not being rehired (or being dismissed effective the end of the term of their individual contract) for a subsequent contractual period.
 6. In the event the statutory procedure for dismissal of tenure teachers is eliminated, the provisions of this Section D shall become applicable to said tenure teachers.
- E. The Board of Education, through the Administration, may file grievances against teachers regarding the non-compliance with the Master Agreement. Any teacher violating this Agreement may be subject to disciplinary action. Said grievance shall be filed in writing with the Association president, with a copy to the teacher involved. The Association president shall answer the grievance in writing within five (5) school days. If the Administration is not satisfied with the president's answer, it may, within ten (10) school days, request a meeting with the Executive Board of the Association. The meeting shall take place at the next regularly scheduled Board meeting, and in any event, within ten (10) school days after receipt of the Appeal. The SEA Executive Board shall render a decision in writing within ten (10) school days after the meeting. A copy of the decision shall be delivered to the Superintendent and the Board. If the grievance is not satisfactorily adjusted, and if it involves an alleged violation of a specific Article and Section of the Agreement, the Board may, within fifteen (15) school days after receipt of the answer, submit the grievance to arbitration in accordance with the grievance procedure in Article III.
- F. Nothing contained herein will deprive the Board of any rights which it has under the Michigan Teacher Tenure Act with regard to tenure teachers.
- G. No teacher will be prevented from wearing pins showing membership in the Association or any other teacher organization.

- H. Teachers will not tutor for pay in school buildings during the school year, unless they have the advance approval of the building principal.
- I. Teachers will not tutor their own pupils for pay.

ARTICLE XIV

TEACHER FACILITIES

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the Association and the Board. They recognize further that facilities should be designed to meet the needs of the educational program. To achieve this end, the Board will continue to seek the recommendations of teachers before teaching facilities are constructed or remodeled.
- B. Each school will have the following facilities:
 - 1. Space in each classroom in which teachers may safely store instructional materials and supplies.
 - 2. Locked space in a file cabinet, desk or similar facility where teachers may store valuables.
 - 3. A work area containing adequate supplies and equipment, to be used exclusively by the staff and individual pupils accompanied by a staff member for preparation of instructional materials. A telephone to be used for work-connected calls will be available for teachers and, if feasible, will be placed in said work areas.
 - 4. An appropriately furnished room to be used as a staff lounge. To the extent possible, the lounge shall be different from the aforesaid work area. The permissibility of smoking in said lounges will be determined on a building-by-building basis by a vote of the staff. Recognizing that the staff lounge facilities in some buildings are crowded, the Administration shall, within the limits of finances and facilities, provide alternative space in such buildings for non-teaching personnel to relieve the situation.
 - 5. Adequate off-street parking facilities, lunchroom facilities and well-lighted, clean and conveniently located teacher rest rooms, as finances permit.
 - 6. The Board and the Association agree that it is not educationally sound to attempt to conduct classes in a physically uncomfortable environment. The Board therefore agrees to make every effort to maintain classroom temperatures within a 68 to 75 degree range. In situations in which the classroom temperature is below 60 degrees or above 80 degrees, and no relief is probable within a two-hour period, the matter will be presented to the Superintendent for a decision relative to closing the school. A written response by the Superintendent or his designee will be given within two (2) school days.
 - 7. Typing, duplicating, copying and mimeograph facilities shall be made available to aid teachers in the preparation of instructional material. In addition, a committee consisting of four representatives of the Administration and four representatives of the Association shall be formed to review the equipment available to aid teachers in the preparation of instructional materials in each school and to develop a guide to be worked toward within limitations of available finances.
 - 8. The Board will continue to provide audio-visual materials to aid teachers in the performance of their duties.

ARTICLE XV

USE OF SCHOOL FACILITIES

- A. After the close of school and prior to 5:00 P. M. the Association will have the right to use school buildings, without cost, at reasonable times, on school days, for meetings. The principal of the building in question will be consulted in advance of the time and place of all such meetings. All requests for building use after 5:00 P. M. or on non-school days will conform to Board policies. It is understood that the only cost to the Association will be any additional service costs necessitated by such meetings.
- B. It will be the policy of the Board that bulletin boards in a given school will be used for the purpose of displaying educational materials and other notices referring to the conduct of educational and student activities. One bulletin board will be placed in the staff lounge for the purpose of displaying Association material and, as quickly as the limitations of maintenance staff and finances permit, and subject to space problems in the lounge areas, these will be approximately four-by-six (4' x 6') in size. Copies of such material will be shown to the principal but his 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. Except in cases of extreme urgency the public address system will not be used when classes are in session. The public address system will be used for announcements of interest to and involving the interest of the entire student body.
- 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 the responsibility for the posting or distribution of material for the Association or any other teacher organization except that the Association may use the school delivery service from the administration building on the regular delivery schedule.

ARTICLE XVI

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. 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.
- C. 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.
- D. 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 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 and unconnected with the teacher's employment.
 - (d) Child born to wife
 - (e) Immediate member of family leaving for service

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.

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

- E. A sick leave bank shall be established with a total of one day times the number of teachers employed by the Board on the fourth Friday of September for use by teachers who are suffering from personal illness or injury and who have exhausted their personal sick leave allowance. The sick leave bank shall not be used for the reasons stated in Section D above. A committee of three representatives selected by the Association and three representatives selected by the Board shall be established to implement this provision and to provide safeguards against unfair use of the bank, it being understood that the sick leave bank is for use only to aid staff members in periods of difficulty due to personal illness or injury.

ARTICLE XVII

TEMPORARY LEAVES OF ABSENCE

- A. Leaves of absence with pay not chargeable against the teacher's sick leave will be granted as follows:
1. Two days at full salary each year for urgent, necessary, 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 shall state the reason for taking such leave. If these days are not used, they will be added to the teacher's accumulated leave. Hunting, fishing, recreation, vacationing and social matters are not considered proper uses of this Article. Not more than twenty (20) teachers, in order of application for such leave, will be excused under this Section on any one day, and not to exceed 25% of the faculty of any one building on any one day.
 2. Teachers will be granted leave of one (1) day or more per year for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The number of days granted and the number of teachers allowed such leave at any one time will be within the discretion of the Administration.

3. A teacher subpoenaed as a non-party witness or as a party defendant with the Board in judicial proceedings connected with the teacher's employment shall receive from the Board the difference between his base salary as computed on a daily basis and the daily witness fee paid by the court for each day on which he reports pursuant to the subpoena and on which he would otherwise have been scheduled to work.
 4. 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 up to twenty (20) days per school year. Additional days off may be allowed at the request or with the consent of the Superintendent for educational purposes approved by the Superintendent.
 5. A teacher who is called into temporary service in a branch of the armed forces Reserve or the Michigan National Guard shall be paid the difference between his military pay and his base salary as computed on a daily basis, for a maximum of two (2) weeks per year, provided proof of service and pay is submitted upon his return.
 6. A leave of absence shall be granted a teacher who is summoned and reports for jury service provided that the Board shall only be obligated to pay an amount equal to the difference between the teacher's base salary as computed on a daily basis and the daily jury duty fee paid by the Court for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work, provided said teacher cooperates with the Board in seeking to get excused.
- 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 XVIII

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) year without pay for the purpose of engaging in Association (local, State, or national) activities. 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.
- 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 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.
- 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 one (1) year 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 provided further said leave will be extended for additional periods of one (1) school year (up to four additional) if the teacher notifies the Board in writing by April 1st of each year that she desires to have her leave extended. The notification requirement shall apply to all teachers currently on maternity leave starting with the 1972-73 school year. Return from such leave will be no earlier than six (6) weeks after the termination of the pregnancy. In the event this section is declared illegal in a court of competent jurisdiction from whose decision no appeal is taken, then the parties agree to meet to renegotiate said clause.
- 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 sixty (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 XIX

SABBATICAL LEAVE

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. The Superintendent reserves the right to ascertain that the general program to be pursued or travel to be undertaken will be of benefit to the Saginaw Public Schools. Upon return a written report of study undertaken will be given to the Superintendent.
- C. The teacher must have completed at least seven (7) consecutive full school years of service in the Saginaw School System. Acceptance of sabbatical leave implies

agreement to return to the Saginaw School System following the sabbatical leave for a minimum of two (2) school years.

- D. Teachers on a sabbatical leave will be paid at one-half (1/2) of 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 and will be given their regular increment.
- E. In the event the teacher shall fail to comply with the requirement in Paragraph C above, he shall reimburse the Board for the amount paid as sabbatical leave.

ARTICLE XX

STUDENT CONTROL AND DISCIPLINE

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the school, it being understood that it is the teacher who is responsible for the maintenance of control and discipline in the classroom. Whenever, upon evaluating, it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board, upon recommendation of the principal, will take reasonable steps within the limits of the available personnel, finance, etc. to attend to the situation. In such cases, the teacher will be notified of the disposition in writing.
- 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.
- C. A teacher may exclude a pupil from his class for that particular class that day when the pupil has committed acts of gross misbehavior, gross misconduct or gross persistent disobedience which makes the continued presence of the pupil in the classroom intolerable. In such cases, the teacher will furnish the principal, or his designated representative, as promptly as his teaching obligations will allow, and in any event by the end of the day, a detailed written report of the particulars of the incident. It shall be the responsibility of the teacher to contact the principal, or his designated representative, to determine the disposition of the case.
- D. When a teacher is assaulted by a student and a written report is filed, the student will not be allowed back in that teacher's class without a consultation with the student, his parent, the teacher and the principal, or his designated representative, and the teacher agrees to the pupil's return in his classroom, unless there are no possible alternatives. Possible alternatives shall include, but not be restricted to, the following: changes of schedule, change of class, room or building. In any event, the teacher and the Association building representative will be notified in writing of the disposition of the case.
- E. Rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior shall be promulgated. Such rules and regulations shall be distributed to students, teachers and parents at the commencement of each school year.
- F. A written statement by the Board governing use of corporal punishment of students shall continue to be published in the Personnel Policies Handbook.
- G. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Workmen's Compensation, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction.
- H. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to assault.

ARTICLE XXI

PROTECTION OF TEACHERS

- A. 1. Any case of alleged assault upon a teacher which had its inception in a school-centered problem will be promptly reported to the Board or its designated representative, and notification to Association building representative. If the alleged assault was by a pupil, the assaulting pupil will be immediately suspended. The alleged assault will be promptly investigated by the principal or his 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.
4. The Board will also provide legal counsel to advise the teacher of his rights and obligations with respect to such assault.
- B. Whenever a teacher is absent from school as a result of personal injury caused by an 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 paid for temporary disability due to said injury) for the period of such absence not to exceed ten (10) school months, and no part of such absence will be charged to his 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.
- C. 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 personal property, 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, and not to exceed two hundred (200) dollars.
- D. The Board will provide supervision of designated teacher parking areas on Board property during those hours the teachers are scheduled to work and at such other times as are designated by the Administration with the understanding, however, that the Board is not responsible for any damages to automobiles nor does it assume any other liability due to this provision. It is the policy of the Board to cooperate with law enforcement officials to seek to prosecute those individuals involved in damage or vandalism to employee automobiles parked in the designated parking areas.
- E. The Board will continue to explore ways of improving techniques for maintaining a secure learning climate.

ARTICLE XXII

INSURANCE

- A. The Board agrees to continue to pay the premiums to provide medical hospitalization insurance coverage under Blue Cross-Blue Shield MVF-II with Master Medical or MESSA Supermed 2 subject to the terms and conditions specified in the Group Insurance Agreement for regular, full-time teachers not otherwise covered by the Board in

another medical hospitalization plan. Part-time teachers will be provided equivalent coverage on a pro-rated basis.

- B. The Board agrees to pay the premiums to provide group term life insurance (including double indemnity accidental death and dismemberment rider effective October 1, 1972) in the amount of \$10,000 per teacher for regular, full-time teachers, subject to the terms and conditions specified in the Board's Group Insurance Agreement with the carrier. The Board shall have the right to select the carrier or change carriers. Any rebates shall accrue to the Board. Part-time teachers will be provided equivalent coverage on a pro-rated basis.
- C. Any teacher who is taking the MESSA Supermed 2 insurance shall have the cost of the mandatory life insurance deducted from his pay, unless alternate arrangements can be made.

ARTICLE XXIII
RETIREMENT

- A. 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.
- B. Effective September 1, 1971, the mandatory age for retirement shall be age 65, provided, however, any employee who is age 60 or over on September 1, 1971 shall be subject to the policy in effect in the 1970-71 Master Agreement, except that no such employee (age 60 or over) may work for more than five (5) years beyond the September 1, 1971 date.
- C. 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.
- D. Contracts shall be issued on a one (1) year basis to teachers beyond the age of 65.
- E.
 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-five (55) days at the substitute teacher rate for the current 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.
 3. Effective the beginning of the 1973-74 school year, the maximum accumulated unused sick days in paragraph 1 above shall be increased to sixty (60) days.

ARTICLE XXIV

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 costs of tuition and fees for inservice courses or courses at accredited colleges, universities or professional training schools which are taken with the advance written approval of the Superintendent of Schools, but will generally not include courses taken as part of a requirement for a higher degree.
- 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.
 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. Supervising teachers shall receive an honorarium of \$25.00 for each student supervised. Teachers, with the exception of teachers of the deaf, will not have more than two (2) student teachers per year. Supervising teachers shall be tenure teachers.
- D. A committee consisting of one representative from the Administration and one representative from the Association will be formed to meet with program coordinators to review, develop and improve opportunities for student teachers.

ARTICLE XXV

PROFESSIONAL STUDY COMMITTEES

The Board of Education and the Saginaw Education Association agree that there are many parts of the educational program which require study and improvement. Therefore, the Board and the Association agree to organize the following study committees which will meet regularly, when the need arises, and will submit progress reports to the Professional Study Committee. Such meetings will take place during the school day. The Professional Study Committee will give every consideration to the recommendations of these committees with the intent of improving the educational program as rapidly and as judiciously as possible.

- A. A Professional Study Committee consisting of not more than five (5) members selected by the Board and not more than five (5) 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. Among other things, the committee shall consider all grants to be requested by the Board.
- B. Joint committees consisting of three (3) representatives of the Administration and three (3) representatives chosen by the Association shall be established. Function and powers of each committee shall be specified.
 1. Inservice Education. This committee shall develop or review education programs and recommend the implementation thereof.

2. Critical Issues Committee. This committee shall establish guidelines and make recommendations for the teaching of such issues as race, religion, politics, sex or any newly initiated programs within the schools that become an issue. Moreover, all teaching tools questioned on racial, religious, political, ethnic or moral grounds shall be reviewed by this committee. The committee shall make recommendations on the continuance or discontinuance of use of said materials.
 3. Curriculum. This committee shall study and make recommendations concerning curriculum development and improvement. It shall serve as a clearing house for on-going projects which have significance throughout the district. It shall assist the Superintendent and/or his agents in district-wide curriculum planning. Subcommittees may be appointed by this committee as needed. This committee shall consist of eight (8) members from the Administration and eight (8) members from the Association.
 4. Job Description and Non-Teaching Duties. This committee will study the prerequisites, duties, possible functions, and responsibilities of all professional and para-professional positions within the system. This committee will make recommendations concerning job descriptions. Further, this on-going committee shall be empowered to recommend for immediate implementation actions which will reduce non-teaching functions required of teachers.
 5. Teacher Evaluation. This committee shall study the procedure and forms of teacher evaluation as presently in use here and in other districts, as well as other professional improvement procedures, and make recommendations for a program.
 6. Recognition Committee. This committee shall explore means, such as those used in other systems, to reward outstanding service. It shall also review co-curricular activities and recommend means of recognizing their value to the district on an equitable basis.
 7. Student Control and Discipline. This committee shall prepare proposals for district-wide guidelines in student control and discipline.
 8. Minority Problems Committee. The minority problems committee will concentrate its efforts but not be limited to the elimination of institutional racism from curricular materials, recommending minority courses of study, providing for a review and possible revision of the current testing program, developing techniques to be utilized for building positive self concepts throughout grades K-12, and recommending means to assist teachers in establishing greater sensitivity to minority students' needs and aspirations.
- C. While job descriptions are not a part of this agreement, the parties nevertheless recognize the desirability of teacher input in preparing new job descriptions. Accordingly, it is agreed that before the Board takes action to adopt a new job description, said job description will be reviewed in the Professional Study Committee. If there is a substantial change in a job description the teacher shall have the right to use the involuntary transfer procedure under Article IX.

ARTICLE XXVI

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 teacher's 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. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any 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 therefor.
- 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 XXVII
GENERAL

- A. Subject to the provisions of Article XXVI 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. 1. Teachers will be informed of the telephone numbers they may call to report unavailability for work. Such call is to be made at least one hour before the teacher is scheduled to report for work. Once a teacher has reported unavailability, it will be the responsibility of the Administration to arrange for a substitute teacher.
- 2. Teachers returning from leave shall call before the end of the normal teaching day for release of the substitute. Each teacher is to have on file a current telephone number and address at the school office and at the Board of Education Building. Unlisted numbers will be kept confidential.
- 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 at that school. When a school is temporarily closed, teachers not called for reassignment to another school prior to fifteen minutes before their normal starting time, shall promptly report to the administration building for assignment. Such teachers will be paid their regular salaries. 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. This information shall be provided within a reasonable time.
- 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 the Agreement will be printed at Board expense. The Board will give a copy of said Agreement to each teacher no later than thirty (30) days after ratification of the Master Agreement.
- 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.
- K. In the event that it becomes necessary for financial or other reasons to reduce the number of teachers through layoff from employment by the District, then the teachers with the most service with the District who are fully qualified to staff the positions kept active shall be retained, if practicable.
- L. A directory of the Saginaw Public School System will be given to each teacher as early in the school year as possible.
- M. It is understood that the Board shall have the right to issue one semester contracts to first year probationary teachers, said contracts being automatically renewable for an additional semester unless twenty (20) school days written notice of intent not to renew said contract is given the teacher prior to the end of the semester.
- N. The Board agrees to continue its present payroll deduction practice, as permitted by computer facilities.

ARTICLE XXVIII

DUES DEDUCTION

- A. The Board agrees to deduct from teachers' salaries the dues of the United Profession or any combination of Saginaw Education Association, Michigan Education Association, and National Education Association when Life Membership is held in one or two of them, upon individual authorization by said teachers. This money will then be transmitted promptly to the Association with a list of the payees. Teacher authorizations shall be in writing in the form set forth below (unless previously submitted).

LOCAL-MICHIGAN-NATIONAL EDUCATION ASSOCIATIONS
CONTINUING MEMBERSHIP APPLICATION

DO NOT WRITE IN THIS BOX	2. <input type="checkbox"/> PAYROLL DEDUCTION <input type="checkbox"/> CASH PAYMENT	5. <u>MEA</u> <input type="checkbox"/> ACTIVE <input type="checkbox"/> LIFE PAYING <input type="checkbox"/> LIFE PAID <input type="checkbox"/> NON-EDUCATOR	6. <u>NEA</u> <input type="checkbox"/> ACTIVE <input type="checkbox"/> LIFE PAYING <input type="checkbox"/> LIFE PAID <input type="checkbox"/> ASSOCIATE	7. PRESENT POSITION 8. HIGHEST DEGREE HELD <input type="checkbox"/> NONE <input type="checkbox"/> M.A.-M.S. <input type="checkbox"/> B.A.-B.S. <input type="checkbox"/> SPECIALIST <input type="checkbox"/> DOCTORATE
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1. SOCIAL SECURITY NUMBER

9. MR. HOME PHONE _____
 MRS. NAME _____
 MISS ADDRESS _____
 DR. CITY _____ STATE _____ ZIP CODE _____

10. SCHOOL SYSTEM _____
 11. SCHOOL BUILDING _____
 MEA REGION _____ COUNTY _____

I AUTHORIZE THE BOARD OF EDUCATION TO DEDUCT LOCAL, MICHIGAN, AND NATIONAL EDUCATION ASSOCIATION DUES AND ASSESSMENTS, UNLESS I REVOKE THIS AUTHORIZATION IN WRITING, PRIOR TO SEPTEMBER 1 OF ANY GIVEN YEAR.

DATE _____ SIGNATURE, IF PAYROLL DEDUCTION _____



Membership implies that the member will abide by the constitutions and bylaws of these associations and uphold the Code of Ethics of the Education Profession.

- 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 paydays in October and on the first payday 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. 1. 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.
2. No later than September 30 of each year the Board shall provide the Association with a list of all members in the bargaining unit. The Board, on the first of each month, will provide a list of all members leaving or entering the school system during the previous month.
- E. FINANCIAL RESPONSIBILITY: It is recognized that because of religious conviction or otherwise, some teachers may object to joining any organization engaged in collective

bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense to the Association. To this end, in the event a teacher shall not join the United Profession (SEA, MEA, NEA) and execute an authorization for dues deduction in accordance with this Article, such teacher shall, as a condition of continued employment by the Board, cause to be paid to the Association a sum equivalent to the dues of the United Profession. In the event that such sum shall remain unpaid for a period of sixty days following the date the same is due and after sixty days written notice thereof has been given to the teacher by the Association, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such teacher shall be discontinued. The refusal of the teacher to contribute fairly to the costs of negotiation and administration of this and subsequent agreements as herein required is recognized by the parties as reasonable and just cause for termination of employment.

- F. This Article shall be subject to the provisions of the Tenure Act. In the event that this Article should be challenged through the Tenure Commission, the Michigan Labor Mediation Board, or the Courts, the Association will pay the reasonable expenses of such proceedings, including the fees of legal counsel retained by the Board. If this Article shall be found to violate law, the Association shall be responsible for any loss or damage, including back pay, awarded by the Courts.

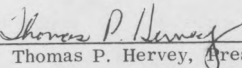
ARTICLE XXIX

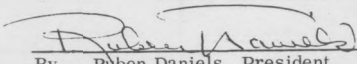
DURATION

This Agreement shall remain in effect from August 16, 1972 through August 14, 1974.

SAGINAW EDUCATION ASSOCIATION

SAGINAW BOARD OF EDUCATION


By Thomas P. Hervey, President


By Ruben Daniels, President

Members of SEA Negotiating Team:

Members of Board Negotiating Team:

Michael A. Frost, Chief Negotiator
S. Dale Lathers, Executive Director
Daniel Burch, Past President
Betty Gimesky, Vice-President
Ruth Ann Knapp, Recorder
Willie Mathews
Joseph Murphy
Richard Thomas

Keith H. Birdsall
Foster B. Gibbs
Berneeta Pedlow
Edward VanderMeer
Fred Schwarze, Counsel
Richard E. Kelley, Co-Chairman
Leonard T. Soper, Co-Chairman

APPENDIX A

1. SAGINAW PUBLIC SCHOOLS - 1972-1973 - TEACHERS' SALARY SCHEDULE

<u>STEP</u>	<u>NON-DEGREE</u>		<u>BACHELOR</u>		<u>MASTER</u>		<u>MASTER +30</u>		<u>MASTER +60</u>	
1	95.	8170	100.0	8600	108.5	9331	115.5	9933	122.8	10561
2	100.	8600	105.9	9107	115.5	9933	123.5	10621	131.5	11309
3	105.	9030	111.8	9615	122.5	10535	131.5	11309	140.2	12057
4	110.	9460	117.7	10122	129.5	11137	139.5	11997	148.9	12805
5	115.	9890	123.6	10630	136.5	11739	147.5	12685	157.6	13554
6	120.	10320	129.5	11137	143.5	12341	155.5	13373	166.3	14302
7	125.	10750	135.4	11644	150.5	12943	163.5	14061	175.0	15050
8	130.	11180	141.3	12152	157.5	13545	171.5	14749	183.7	15798
9	135.	11610	147.2	12659	164.5	14147	179.5	15437	192.4	16546
10	140.	12040	153.1	13167	171.5	14749	187.5	16125	201.1	17295
11	--	-----	159.0	13674	178.5	15351	195.5	16813	209.8	18043
12	--	-----	164.7	14164	185.5	15953	203.5	17501	218.5	18791

2. SAGINAW PUBLIC SCHOOLS - 1973-74 - TEACHERS' SALARY SCHEDULE

<u>STEP</u>	<u>NON-DEGREE</u>		<u>BACHELOR</u>		<u>MASTER</u>		<u>MASTER +30</u>		<u>MASTER +60</u>	
1	95.	8503	100.0	8950	109.0	9756	116.0	10382	123.3	11035
2	100.	8950	105.9	9478	116.0	10382	124.0	11098	132.0	11814
3	105.	9398	111.8	10006	123.0	11009	132.0	11814	140.7	12593
4	110.	9845	117.7	10534	130.0	11635	140.0	12530	149.4	13371
5	115.	10293	123.6	11062	137.0	12266	148.0	13246	158.1	14150
6	120.	10740	129.5	11590	144.0	12888	156.0	13962	166.8	14929
7	125.	11188	135.4	12118	151.0	13515	164.0	14678	175.5	15707
8	130.	11635	141.3	12646	158.0	14141	172.0	15394	184.2	16486
9	135.	12083	147.2	13174	165.0	14768	180.0	16110	192.9	17265
10	140.	12530	153.1	13702	172.0	15394	188.0	16826	201.6	18043
11	--	-----	159.0	14231	179.0	16021	196.0	17542	210.3	18822
12	--	-----	164.7	14741	186.0	16647	204.0	18258	219.0	19601

3. 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:

- (a) Credits beyond the bachelor's degree must carry a grade of B or better.
 - (b) Credits earned prior to the completion of the master's degree cannot be applied to the MA + 30 semester hours or the MA + 60. Hours beyond the master's degree must be concentrated in the educational field.
 - (c) College credits for educational tours shall not exceed six (6) semester hours per unit of 30 semester hours.
 - (d) Credits earned at foreign universities will be accepted when course requirements are equal to U.S. standards.
4. Teachers who were in the school system during the 1966-67 school year may continue receiving their pay on a 20- or 26-pay period basis. All new teachers entering the system beginning with the 1967-68 school year will receive their salaries on a 26-pay period basis.

B. COMPENSATION FOR SPECIAL ASSIGNMENT AND EXTRA DUTIES BEYOND BASIC SALARY SCHEDULE (PRO-RATED FOR PART-TIME SERVICE)

1. Travelling teachers and occupational training coordinators shall receive an additional \$200 annually to cover transportation costs.
2. Counsellors shall receive an additional \$175 during 1972-73 only.
3. Travelling art, music, physical education and reading teachers shall receive an additional \$285 during 1972-73 only.
4. Diagnosticians, school social workers, speech correctionists and teachers of the mentally and physically handicapped shall receive an additional \$500 during 1972-73 only.
5. Summer school teachers shall receive per class hour for the summer session an hourly rate of \$8.00.
6. Driver training teachers in the classroom shall receive the summer school rate, except those driver training teachers teaching behind-the-wheel driving shall receive \$1.00 less per hour.
7. Night school teachers shall receive \$8.00 per class hour.
8. Teachers performing non-professional services, such as, but not limited to, ticket-taking and selling, shall receive \$4.00 per hour for such services.
9. Substitutes will be paid at the rate of \$25.00 per day.
10. Teachers who, upon request, voluntarily serve as temporary substitutes, or who perform professional duties such as, but not limited to, cafeteria duty and hall supervision during times when they would not normally have a regular assignment, shall receive \$8.00 per hour for such time.
11. Each secondary teacher who, upon request, volunteers to teach a sixth class on a regularly assigned basis which cannot be covered normally, shall be compensated for such time at the rate of \$8.00 per hour.
12. Teachers who are assigned to the extended schedule as provided in Article V-A-3 shall receive an additional \$300.00.

13. No teacher shall receive less total pay due to the salary reductions in B-2, 3 and 4 above.

C. When a new position is placed in existence in the bargaining unit which cannot be properly placed in the existing salary schedule, or when an existing position is changed or combined with another position, to the extent that materially different skills and responsibilities are required, the Association will be notified in writing. The Board will, after said written notice to the Association, establish a rate for said position which shall be considered temporary for a period of thirty (30) calendar days following the date of notification to the Association. During this period, the Association may make a written request for a meeting between representatives of the Board and representatives of the Association to negotiate a rate for the position. When a new rate is agreed upon it shall be applied retroactive to the first day the employee began working on the job unless otherwise agreed to. If no written request is filed within the thirty (30) day period, the rate will become permanent at the end of such period.

D. COMPENSATION FOR CO-CURRICULAR ACTIVITIES

(Pro-rated for part-time service)

All amounts given will be flat dollar amounts. All positions are to be approved by the Superintendent or his designee at the recommendation of the building principal.

	<u>1972-73</u>	<u>1973-74</u>
1. <u>Senior high school:</u>		
Band	\$420	\$437
Vocal Music	\$315	\$328
Debate	\$315	\$328
Drama (per three-act play; number approved by principal)	\$210	\$218
Drama (per one-act play; number approved by principal)	\$105	\$109
Yearbook	\$210	\$218
Newspaper	\$210	\$218
Stage Crew	\$105	\$109
Cheerleader	\$157.50	\$164
2. <u>Junior high school:</u>		
Band	\$210	\$218
Vocal Music	\$210	\$218
Drama (per play or variety show; number approved by principal)	\$105	\$109
Yearbook	\$105	\$109
Newspaper	\$105	\$109
Stage Crew and Audio-Visual Coordinator	\$105	\$109
Cheerleader	\$105	\$109
3. <u>Elementary school:</u>		
Service Squad	\$105	\$109
Safety Patrol	\$105	\$109
Choir (to be approved by Director of Music)	\$105	\$109

E. ATHLETIC COACHES:

	<u>Senior High</u>		<u>Junior High</u>	
	<u>1972-73</u>	<u>1973-74</u>	<u>1972-73</u>	<u>1973-74</u>
Football, Head Coach	\$1,570	\$1,633	\$640	\$666
Football, Assistants	\$ 785	\$ 816	\$570	\$593
Basketball, Head Coach	\$1,570	\$1,633	\$640	\$666
Basketball, Assistants	\$ 785	\$ 816	---	---
Swimming, Head Coach	\$1,000	\$1,040	\$425	\$442
Wrestling, Head Coach	\$1,000	\$1,040	---	---
Track, Head Coach	\$1,000	\$1,040	\$570	\$593
Track, Assistants	\$ 500	\$ 520	---	---
Baseball, Head Coach	\$1,000	\$1,040	\$570	\$593
Baseball, Assistants	\$ 500	\$ 520	---	---
Volleyball, Head Coach	---	---	\$425	\$442
Faculty Manager	\$1,570	\$1,633	---	---
Tennis	\$ 570	\$ 593	---	---
Golf	\$ 570	\$ 593	---	---

	Senior High		Junior High	
	1972-73	1973-74	1972-73	1973-74
Cross Country	\$ 570	\$ 593	---	---
Girls' Swimming (Full inter-scholastic schedule of 10 or more contests)	\$ 425	\$ 442	---	---
Girls' Extra Mural Basketball (3 contest schedule)	\$ 128	\$ 133	\$ 128	\$ 133
Girls' Swimming Program (2 weeks duration)	---	---	\$ 86	\$ 89
Girls' Track and Field Day (1 contest with approximately one week after school preparation.)	---	---	\$ 43	\$ 45

If, in consultation with the building principal, the district-wide athletic director determines that student participation warrants it, he may add the following positions:

	1972-73	1973-74
Senior High School Assistant Swimming Coach	\$ 500	\$ 520
Senior High School Assistant Wrestling Coach	\$ 500	\$ 520
Trainer-Manager for all sports (Senior High School)	\$1,570	\$1,633
Junior High School Assistant Track Coach	\$ 425	\$ 442
Girls' Athletics (Senior High School)	\$ 425	\$ 442

Coaching and Co-Curricular Renewal Clause:

It is understood that assignment to a co-curricular or athletic coaching activity is on a yearly basis and the Board has the right to decline to renew any such assignment at its discretion and such action shall not be subject to the grievance procedure.

- F. 1. Teachers who are hired at the Career Opportunities Center with less than a Bachelors Degree will be required to earn six semester hours of college credit per year before they can move from one step on the non-degree schedule to the next.
2. Teachers employed at the Career Opportunities Center will, upon initial employment, be granted one year of experience on the salary schedule for each two years of related work experience determined by the administration, not to exceed a total of seven (7) years. Teachers transferred to the Career Opportunities Center will have this paragraph apply from the date of transfer.
3. In the event the Board is unable to fill a position at the Career Opportunities Center due to the salary level, the matter will be considered under the provisions of Appendix A, Section C.
4. The five teachers hired at the Career Opportunities Center before August 20, 1972 will be kept on the individually agreed salary provided;
 - (1) that the salary is not less than the teacher would be eligible for under Appendix A
 - (2) that the teacher shall remain on the individually agreed salary until such time as he would be eligible for a higher salary in the scale in Appendix A, at which time the higher rate shall become effective.

APPENDIX B

PROBATIONARY TEACHER
CONTRACT OF EMPLOYMENT

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 in effect during the term of this individual contract.
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)	(Extra Duties)
(Extra Duties)	Base Annual Salary \$ _____

 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 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.
10. In the event the Board closes the schools and lays off all its employees, it is understood that there is no obligation to pay the balance of the salary listed above, salaries being prorated based on the time worked, but all fringe benefits will continue.

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

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

Superintendent: _____ Teacher: _____

APPENDIX B

TENURE TEACHER
CONTRACT OF EMPLOYMENT

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 in effect during the term of this individual contract.
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)	(Extra Duties)
(Extra Duties)	Base Annual Salary \$ _____

 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.
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.
9. In the event the Board closes the schools and lays off all its employees, it is understood that there is no obligation to pay the balance of the salary listed above, salaries being prorated based on the time worked, but all fringe benefits will continue.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ____ day of _____, 19____.
Board of Education of the School District of the City of Saginaw, County of Saginaw, State of Michigan

Superintendent: _____ Teacher: _____

OFFICIAL CALENDAR 1972-1973

SAGINAW PUBLIC SCHOOLS Saginaw, Michigan

Wks.	S	M	T	W	T	F	S	Wks.	S	M	T	W	T	F	S
	SEPTEMBER							20	21	22	23	24	25	A	27
1	3	4	5	6	7	A	9	21	28	29	30	31	1	P	3
2	10	11	12	13	14	P	16	FEBRUARY							
3	17	18	19	20	21	A	23	22	4	5	6	S	8	A	10
4	24	25	26	27	28	P	30	23	11	12	13	14	15	P	17
	OCTOBER							24	18	19	20	21	22	A	24
5	1	2	3	S	5	A	7	25	25	26	27	28	1	P	3
6	8	9	10	11	12	P	14	MARCH							
7	15	16	17	18	19	AR	21	26	4	5	6	S	8	AR	10
8	22	23	24	25	26	P	27	27	11	12	13	14	15	P	17
9	29	30	31	S	2	A	4	28	18	19	20	21	22	A	24
	NOVEMBER							29	25	26	27	28	29	P	31
10	5	6	7	8	9	P	11	APRIL							
11	12	13	14	15	16	A	18	30	1	2	3	S	5	A	7
12	19	20	21	P	23	24	25	31	8	9	10	11	12	P	14
13	26	27	28	29	30	AR	2		15	16	17	18	19	A	21
	DECEMBER							32	22	23	24	25	26	PR	28
14	3	4	5	S	7	P	9	33	29	30	1	2	3	A	5
15	10	11	12	13	14	A	16	MAY							
16	17	18	19	20	21	P	23	24	6	7	8	S	10	P	12
	24	25	26	27	28	A	30	35	13	14	15	16	17	A	19
17	31	1	2	3	4	P	6	36	20	21	22	23	24	P	26
	JANUARY							37	27	28	29	30	31	A	2
18	7	8	9	S	11	A	13	JUNE							
19	14	15	16	17	18	PR	20	38	3	4	5	6	7	PR	9
								39	10	11	12	S			

181 1/2 Student Instruction Days
(less 1 day for inservice
education and 1/2 day for
B-I-E Day to be determined
by Board)

185 Teacher Duty Days

P—Pay days for teachers
B—Board Meetings
R—Report cards issued
S—Statistical reports
A—Absent teachers' reports

Teacher Duty Days—Students Not Present

Bold Figures Indicate Student Instruction Days

OFFICIAL CALENDAR 1973-1974

SAGINAW PUBLIC SCHOOLS

Saginaw, Michigan

Wks.	S	M	T	W	T	F	S	Wks.	S	M	T	W	T	F	S	
	SEPTEMBER							21	20	21	22	23	24	A	26	
1	27	28	29	30	31	1		22	27	28	29	30	31	P	2	
2	2	3	4	5	6	A	8		FEBRUARY							
3	9	10	11	12	13	P	15	23	3	4	5	S	7	A	9	
4	16	17	18	19	20	A	22	24	10	11	12	13	14	P	16	
5	23	24	25	26	27	P	29	25	17	18	19	20	21	A	23	
	OCTOBER							26	24	25	26	27	28	P	2	
6	30	1	2	S	4	A	6		MARCH							
7	7	8	9	10	11	PR	13	27	3	4	5	S	7	AR	9	
8	14	15	16	17	18	A	20	28	10	11	12	13	14	P	16	
9	21	22	23	24	25	P	27	29	17	18	19	20	21	A	23	
10	28	29	30	S	1	A	3	30	24	25	26	27	28	P	30	
	NOVEMBER								APRIL							
11	4	5	6	7	8	P	10	31	31	1	2	S	4	A	6	
12	11	12	13	14	15	A	17	32	7	8	9	10	P	12	13	
13	18	19	20	P	22	23	24		14	15	16	17	18	A	20	
14	25	26	27	S	29	AR	1	33	21	22	23	24	25	PR	27	
	DECEMBER							24	28	29	30	1	2	A	4	
15	2	3	4	5	6	P	8		MAY							
16	9	10	11	12	13	A	15	25	5	6	7	S	9	P	11	
17	16	17	18	19	20	P	22	36	12	13	14	15	16	A	18	
	23	24	25	26	27	A	29	37	19	20	21	22	23	P	25	
18	30	31	1	S	3	P	5	38	26	27	28	29	30	A	1	
	JANUARY								JUNE							
19	6	7	8	9	10	A	12	39	2	3	4	5	6	PR	8	
20	13	14	15	16	17	PR	19									

180 Student Instruction Days
 187 New Teacher Duty Days
 186 Returning Teacher Duty Days

P—Pay days for teachers
 B—Board Meetings
 R—End of Marking Period
 S—Statistical reports
 A—Absent teachers' reports

August 27—New Teachers Only

October 24—B.I.E. Day

☐ Teacher Duty Days—Students Not Present

Bold Figures Indicate Student Instruction Days