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SAGINAW TOWNSHIP COMMUNITY SCHOOLS

a n d

SAGINAW TOWNSHIP EDUCATION ASSOCIATION

1969 - 1970 - 1971

Saginaw Township Community Schools.

Saginaw Township Community Schools
Saginaw, Michigan

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I N D E X

	Page
Preamble	1
Article I - Recognition	1
Article II - Teacher's Rights	1
Article III - Board Rights	3
Article IV - No Strike	3
Article V - Teaching Conditions	4
Article VI - Leaves of Absence	10
Article VII - Sick Leave	13
Article VIII - Other Authorized Absences From Duty	16
Article IX - Conferences	17
Article X - Student Teacher Assignments	17
Article XI - Grievance	18
Article XII - Dues Check Off	22
Article XIII - Reporting Absences	24
Article XIV - Daily Substitutes	24
Article XV - Salary Provisions	25
Article XVI - Insurance	35
Article XVII - 1969-70 School Calendar	36
Article XVIII - 1970-71 School Calendar	37
Article XIX - Savings Clause	37
Article XX - Waiver Clause	37
Article XXI - Termination	38
Memorandum of Understanding	39
Curriculum Improvement Plan 1969-71	39
Review Committee	39
Material and Equipment	40

CONTRACT BETWEEN BOARD OF EDUCATION
AND THE
SAGINAW TOWNSHIP EDUCATION ASSOCIATION

PREAMBLE

This Agreement is made and entered into this 29th day of August, 1969 by and between the Board of Education, Saginaw Township Community Schools, Saginaw, Michigan, hereinafter called the "Board", and the Saginaw Township Education Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative to the extent required by Act 379 of the Public Acts of 1965 for the following employees: All Certificated Classroom Teachers, Guidance Counselors, Permanent Substitute Teachers, School Librarians, Speech and Hearing Therapists, Visiting Teachers, Elementary Intern Consultant; Substitute Permit Teachers, Daily Substitute Teachers, and Department Heads; but excluding the Superintendent of Schools, Assistant Superintendent, Directors, Administrative Assistants, Principals, Assistant Principals, House Coordinators, Administrative Interns, Coordinators, Nurses, and all other Supervisory and Executive Personnel, for the purposes of collective bargaining in respect to hours, wages, terms and conditions of employment. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees recognized in this paragraph and such references shall mean both male and female teachers.

ARTICLE II

TEACHERS' RIGHTS

- A. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given opportunity to be present at such adjustment.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Building keys shall be allocated to teachers upon their request at the discretion of the building principal.
- D. The Association shall have the right to post notices of its activities and matters of Association concern on Association bulletin boards, one of which shall be provided in each school building.
- E. The Association may use the district's inter-school mail service and teacher mail boxes for communications to its members provided distribution of Association mail does not require the Board of Education to expend additional money or allocate additional personnel time to perform such service.
- F. Upon request in writing by the Association the following reports will be made available if the report is complete:
1. Annual Financial Report for the year ending as of June 30, after completion of the audit.
 2. Copy of budget that is presented for adoption by the Board.
 3. List of personnel covered by Master Agreement, including salaries, degree, and years of experience in system and out, age and position on salary scale.
 4. Membership Personnel and School Plant Facilities Report.
 5. Annual Statistical Report.
 6. Annual Financial Audit.
- Minutes of the board meetings are available in the Administration Office and may be reviewed by the Association.
- G. There will be equitable distribution, to all teachers, of passes for all school events for which admission is charged in accordance with Board of Education policies.
- H. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory.

ARTICLE III

BOARD RIGHTS

- A. Subject to the provisions of this Agreement, the Board, on its own behalf and on the behalf of the electors of the district, reserves unto itself full rights, authority and discretion in the discharge of their duties and responsibilities to control, supervise and manage the Saginaw Township Community School System and its professional staff under the law and the Constitutions of the State of Michigan and the United States.
- B. The exercise of the foregoing rights, authority and discretion shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- C. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.

ARTICLE IV

NO STRIKE

The Association and the Board recognizes that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with an provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE V
TEACHING CONDITIONS

A. Teaching Hours

1. The teachers' normal hours shall be as follows: teachers shall check in no later than 8:15 a.m. and leave no earlier than 3:45 p.m. The high school hours can be varied to start no sooner than 7:00 a.m. nor end later than 5:00 p.m., except a teacher will not be required to remain at school in excess of seven and one-half consecutive hours a day.
2. All teachers shall have at least a 40-minute duty free, uninterrupted lunch period. All teachers must be available, in their teaching stations, to the students 15 minutes before the first class convenes and 15 minutes after the last class is dismissed.
3. Exceptions to these regulations shall be only with permission of the building principal. Meetings called by the principal or administrator before or after school shall also excuse a teacher from the 15 minute rule.
4. The Board recognizes teaching as a professional calling and shall not impose unreasonable demands upon a teacher's time and shall agree that the work week for the teaching staff shall be maintained at a professional level and shall be distributed equitably and consistent with the work schedule of a profession.
5.
 - a. It is agreed that the time a teacher is assigned with students in the high school is five, 60 minute periods and in the middle schools six, 50 minute periods and at no time is to exceed 315 minutes except in case of emergency.
 - b. It is further agreed, that the time assigned with students will not exceed 315 minutes per day except when necessary to the efficient and proper functioning of a teaching team. In that event the time a teacher is assigned with students is at not time to exceed 1575 minutes in any one week.

c. In the event of an emergency it becomes necessary to assign a teacher to students for a longer period of time than specified above, he shall be compensated at an hourly rate to be determined by dividing the contracted salary by the number of teacher work days, the quotient of this division further divided by five.

If the overload continues for more than one semester the teacher shall be compensated at the hourly rate, as determined above, plus an additional three (3) dollars per hour of overload.

6. In the K-4 schools the teacher's planning period shall be from 8:15 to 8:45 a.m. and from 3:15 to 3:45 p.m.

7. Teachers may be required to remain after school, without additional compensation, for up to one hour (4:45 p.m.) on each of two days each month to attend meetings called by the principal or administrator.

8. Attendance at school functions, beyond the normal school day, shall be voluntary upon the part of the individual teacher.

a. All teachers should attend Parent-Teacher meetings.

B. Assignment

1. The Superintendent of Schools shall be responsible for the assignment and transfer of all faculty personnel. Teaching assignments are for one year only and within the year may be changed at the discretion of the Superintendent.

2. A transfer and change of assignment will be on a voluntary basis whenever possible. In the case of involuntary assignment and transfer the consideration and wishes of the individual teacher will be honored to the extent that this consideration does not conflict with the instructional requirements of the school. Whenever an involuntary assignment cannot be avoided a personal interview prior to June 1 or written notification with the effected party will be held to clarify the reasons for making said assignment.

a. In the event a position becomes vacant or is created and such position properly falls within the scope of the

bargaining unit, as defined in the article of recognition of this Master Contract, such vacancy shall be posted at each of the several schools for a period of ten (10) days. In the event the vacancy is filled from within the membership of the bargaining unit the vacancy created by the successful candidate will again be posted for a period of five (5) days. If the second vacancy is filled by a member of the bargaining unit the vacancy created by this transfer need not be posted.

In both cases members of the bargaining unit expressing interest in the position or positions will be given first consideration.

b. Any faculty person desiring change of assignment, as outlined above, shall request from his administrator an acknowledgement on his letter of notification indicating that the request for transfer has been mutually discussed.

c. Tentative assignments for the ensuing year shall be made prior to June 1 of each year. Changes in assignments which become necessary after this date shall be made only after the faculty person involved has been notified in writing and any change in assignment after June 30 shall be by mutual agreement.

d. Alleged violations of this Article (Article V Section B) shall be subject to the provisions of the Professional Grievance Procedure, except that they may not be appealed to arbitration.

3. In the event it becomes necessary to reduce the number of teaching positions to meet the financial resources of the district the following procedure shall be followed:

a. The Board of Education shall no later than June 1 of each year determine the number and type of teaching positions to be eliminated at each of the educational (K-4, 5-8, 9-12) levels.

b. The Board of Education shall consult with the Associ-

ation prior to June 15 to determine who of the teachers' at each of the levels specified above shall be released.

c. The Board of Education shall after the consultation as specified (b) notify those persons to be released on or before June 30.

C. Student - Teacher Ratio

1. The Board of Education agrees that the student - classroom teacher ratio for each faculty person in teaching teams at each school shall not exceed the following: (A teaching team being defined as a group of two or more professional teachers, one instructional aide, and a clerk who is assigned to the team for no less than 3 nor more than 4 hours per day when students are present in school.)

a. Instructional aides and clerks shall be placed in the team for a 60 day probationary period at which time the professional teachers on that team shall decide and notify the administration as to whether these people remain in the team.

2. The Board of Education agrees that the ratio of students to teachers not in teaching teams at each school unit as listed below will not be exceeded except for an emergency.

a. Elementary Schools (Grades 1 - 4) 27:1 (Building)

b. Middle Schools (5-8) 30:1 (weekly)

c. High School (9-12) 30:1 (weekly)

1) The individual teacher ratio shall be computed by dividing the number of students taught weekly by the number of weekly periods (as applies to the respective school level) not in teaching teams, the quotient of this division to be the ratio.

2) The only classes exempted from the above ratios are classes of music, physical education and typing where offered. The ratio in physical education, vocal music and typing shall be 60:1 (Weekly).

3. For purpose of computing a kindergarten ratio per building a full-time kindergarten teacher shall count as one (1) classroom teacher unit after dividing total kindergarten students by 2.
4. For purpose of computing all pupil-teacher ratio combinations of 1 teacher aide plus 1 clerk or 2 teacher aides may count as 1 teacher unit equivalent.
5. The above ratios may be exceeded in case of emergency. An emergency being defined as a situation in which all reasonable efforts have been made by the administration to obtain personnel needed to maintain the above listed ratios.

D. Personnel Records

1. Official teacher files shall be maintained under the following circumstances:
 - a. No derogatory material regarding a teacher's conduct, service, character or personality shall be placed in the file unless the teacher has had an opportunity to read the material.
 - b. The teacher shall have the right to answer any material filed and his answer shall be attached to the file copy.
 - c. Confidential University files, and/or those from placement agencies, will be maintained in separate files and retained in the Superintendent's Office, and are not subject to inspection, except on authorization of the Superintendent, and in no case will the file be shown to the teacher.

E. Evaluation of Probationary Faculty Personnel

1. The Administration shall evaluate the performance of Probationary Faculty Personnel prior to December 15 and prior to March 1 of the school year.
2. The results of such evaluation shall be communicated in writing to the faculty person involved.
3. The ultimate decision of retaining a Probationary Faculty Member rests solely with the Administration and is not subject to any other provision under this Agreement.

F. Assistance in Assault Cases

1. Any case of assault upon a teacher, in pursuit of his duties shall be promptly reported to the Board of Education or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to any unprovoked assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

2. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, provided the teacher was performing his duties in accordance with Board and School policies and was not unreasonable.

3. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, if the teacher was acting in a reasonable manner.

G. Damage or Destruction to Property

1. Teachers shall not be held responsible for loss within the school of school property or children's property when such loss is not the fault of the teacher.

2. The Board will reimburse teachers, in an amount not to exceed a total of \$100.00 in any school year, for loss or damage or destruction while on duty in the school of personal property of a kind normally worn or brought into school, when the teacher has not been negligent, to the extent that such loss is not covered by insurance.

3. The term "personal property" shall not include cash. The term "loss", "damage" and "destruction" shall not cover the effects of normal wear and tear and use.

4. Teachers who bring personal property into the school for classroom use will be reimbursed for damages or loss only if permission is received in writing from the principal to bring such property into the school. The amount of liability accepted by the school will also be indicated in writing.

ARTICLE VI
LEAVES OF ABSENCE

A. Procedures

1. Leaves of absence may be authorized by the Board of Education upon the recommendation of the Superintendent.
2. No leave of absence shall be granted for a period longer than one year except by specific action of the Board of Education.
3. Written application for such leave shall be made by the faculty person, addressed to the Superintendent of Schools, who shall upon receipt of same, make such investigation as may be necessary to determine to the best of his ability if the granting of such leave would serve not only the interests of the faculty person but also of the school district.
4. Such leave of absence shall be without compensation from this school district, except as may be determined otherwise by the Board of Education.
5. Leave of Absence may be denied or abrogated by the Board of Education upon evidence of violation of the Agreement.
6. A person on leave of absence may return upon the expiration of the leave when there is a position available for which he is qualified. Application to return from a leave of absence shall be filed with the Superintendent of Schools not later than March 15 preceding the September in which he wishes to return, or not later than November 1 if he wishes to return at the beginning of the second semester of any school year.
7. No guarantee will be made to person granted leave that they will be reinstated in the original position, but assurance will be made that they will be granted first consideration for a comparable or the same position as was held when leave was granted.
8. In computing service to determine the faculty person's position on the salary schedule at the expiration of the leave, time spent on leave shall not be counted as active service in the school district, except that the Superintendent of Schools may at his discretion allow part or all of such time for the

following leaves:

- a. Professional study
- b. Temporary teaching assignments outside the district
- c. Travel

B. Types of Leaves of Absence

1. Maternity Leave

- a. The Board of Education shall grant a leave of absence for maternity, without pay, to any regular faculty person who has been employed in the district for two (2) or more consecutive years, upon written request for such leave.
- b. Such leave of absence shall be for such period of time as is necessary.
- c. If the leave of absence is for less than one calendar year, prior to re-employment, a physician's statement must be submitted to the effect that the teacher is capable of performing her duties on a regular basis.
- d. The application for leave should be filed immediately after pregnancy is determined, and the faculty person shall terminate her work not later than the end of the fifth month of pregnancy, unless the Board of Education shall permit her to work in the school system for a longer period.

2. Health and Hardship Leave

- a. Faculty personnel shall be granted a leave of absence because of personal illness, accident, or other grave emergency.
- b. Whenever a leave of absence is granted as described the faculty person shall give acceptable medical evidence of recovered health or such other evidence as may be required by the Superintendent before being permitted to return to his duties in this school system.

3. Professional Study

- a. Faculty personnel who have been employed under contract for three (3) or more consecutive years, upon request, may be granted a leave of absence for one year for professional study, provided such leave does not in any way impair the

program of the school.

4. Military Leave

a. Regular faculty personnel may be granted a leave of absence for either voluntary or involuntary military service.

b. Faculty personnel engaged in active military service during the regular school year shall not be paid by the school district during such period of military service, except that if the tour of duty is for thirty (30) days, or less, and such service is performed on an involuntary basis, the district agrees to pay the difference between his regular salary and the amount he receives for his service, if any.

c. Application for re-employment shall be made within a reasonable time after discharge or release from military service but not later than ninety (90) days from the date of said discharge or release.

d. Regular faculty personnel who may be conscripted into the defense forces of the United States for service or training shall be reinstated in this school system with full credit, including the annual increment under the salary schedule, upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. Full credit shall be allowed only for the time of initial conscription.

5. Temporary Teaching Assignment Outside of District

a. Faculty personnel who have been under contract in the school district for three (3) or more consecutive years, or less by approval of the Superintendent, and who have been granted tenure status in the Saginaw Township Community Schools may be granted a leave of absence, not to exceed two (2) consecutive school years, to accept a temporary teaching assignment outside the school district. Such temporary teaching assignment shall be limited to exchange teaching; teaching in an American Dependency School Opportunity, or other governmental department.

b. Written application for such leave shall be made by the faculty person not later than sixty (60) days prior to the end of the semester following which such leave is desired.

c. Leave of absence for such temporary teaching assignment shall be considered by the Board of Education upon the recommendation of the Superintendent of Schools, on the basis of: outstanding teaching record, length of service and other education activities, and demonstrated ability to discuss educational policies and practices in an before professional groups.

d. In computing service to determine the position of the faculty person on the salary schedule, but not including sick leave, at the expiration of such leave, time spent on leave for such temporary teaching assignment shall be counted the same as active teaching service in the school system.

6 Travel

a. Faculty personnel who have been employed under contract for three (3) or more consecutive years, upon written request, may be granted, without pay, a leave of absence for travel provided such leave does not in any way impair the program of the school.

7. Sabbatical

Sabbatical Leave may be given in accordance with the Michigan School Code.

ARTICLE VII

SICK LEAVE

A. General Provisions

1. Sick leave is a form of insurance and not a form of compensation. The purpose of sick leave shall be to protect faculty personnel and pupils when faculty personnel become ill.

2. Faculty personnel shall be credited with twelve (12) days of sick leave on the opening day of school each year, and any sick leave days not used in one year shall be accumulated to a total of one hundred and eight (108) days.

3. Any teacher having exceeded his accumulated sick leave days may request additional days. The request shall be made in writing to the Sick Leave Review Board. This Board shall consist of two representatives of the Board of Education and two representatives appointed by the Executive Board of the Association. The Sick Leave Review Board shall have the right to grant or suspend additional sick leave days and shall notify the applicant of its decision in writing. Any extension will be by a majority decision of the Sick Leave Review Board.

4. Sick leave days earned prior to a leave of absence shall be held in reserve pending the return of faculty personnel from such leave.

5. Faculty personnel who leave employment of the school district, except on leave of absence, shall forfeit all of their unused days of sick leave, and days so forfeited shall not be restored if the faculty member should later re-enter the service of the school district.

6. Absence from duty for the following reasons shall be considered sick leave deductible from the accumulative sick leave:

a. Personal Illness

1) For absence resulting from personal illness or injury and not exceeding two (2) consecutive days, approval of the principal shall suffice.

2) Satisfactory medical affidavit to the effect that the absence was caused by illness may be required for illness of more than two (2) days.

3) Faculty personnel who have been absent because of personal illness for more than two weeks, before returning to duty, may be required to submit satisfactory medical evidence of ability to perform their duties. This evidence may be either a signed statement from their personal physician or a signed statement by a physician designated by the Superintendent.

b. Quarantine

1) In case of quarantine because of exposure to con-

tagious disease which could be communicated to other personnel or pupils, the approval of a physician must be presented for the entire period of absence.

c. Illness in the Immediate Family*

1) For absence because of illness or injury within the immediate family and not exceeding two (2) days, approval of the principal shall suffice.

2) Verification of this illness and proof of the need for the absence of the staff member may be required for absence of more than two (2) days.

d. Death in the Immediate Family*

1) Faculty personnel shall be allowed three (3) days of absence, and any additional days approved by the Superintendent, without loss of pay in the event of death of a member of the immediate family.

2) Faculty personnel shall be allowed one (1) day of absence, and any additional days approved by the Superintendent, without loss of pay to attend the funeral of an aunt, uncle, nephew, niece, sister-in-law, brother-in-law, or the spouse of his child.

7. A teacher who is absent from duty as the result of personal injury caused by an accident, disease, or assault upon him arising out of, and in the course of, his employment, may have the option on drawing workmen's compensation solely, or workmen's compensation plus sick leave (payment not to exceed his regular daily rate.) In the event he chooses the latter the days sick leave drawn will be chargeable to his sick leave accumulation.

*Immediate family shall include: mother, father, husband, wife, child, step-child, adopted child, sister, brother, grandparents, grandchild, father-in-law, mother-in-law, or any relative who is a permanent resident in the employee's home.

ARTICLE VIII

OTHER AUTHORIZED ABSENCES FROM DUTY

A. Death of Faculty Personnel

1. At the discretion of the Superintendent, the school shall be closed in the case of the death of faculty personnel.
2. Other members of the faculty may be allowed to attend the funeral services if satisfactory arrangements can be made to discharge their teaching responsibilities and if such absence is approved by the Principal.
3. The Principal shall be responsible for all matters concerning school in connection with the death of a faculty personnel, including: student collections, memorials, remembrances, flower arrangements, and the disposition of personal effects.

B. Personal Business

1. Faculty personnel shall be allowed not more than two (2) days in any school year for personal business which cannot normally be handled outside school hours, without loss of pay. Applications for such absences must be made in writing stating the reasons for such absences and must be filed with the Principal. Such request will be granted if approved and provided arrangements can be made to satisfactorily cover the teacher's regular duties. Such leave will not be granted before or after a scheduled holiday.

C. Jury Duty

1. Faculty personnel shall be allowed to be absent when called for jury duty. Such absences shall be allowed without loss of pay, except that any compensation for such jury duty shall be deducted from his regular salary payment.

D. Religious Holy Days

1. A faculty person who intends to be absent for such reason shall give notice in writing to the Principal of the school at least one week in advance of such proposed absence. Such request may be granted, without loss of pay, provided arrangements can be made to satisfactorily cover the teacher's regular duties.

Saginaw Twp. 1969-71

X E. The Board of Education shall permit person or persons designed by the Association a maximum of fifteen (15) days total absence, without loss of pay, to attend Association conferences. The Association shall make such request one (1) week prior to the date of such conferences. The Association shall reimburse the Board of Education for wages paid substitute teachers employed to replace the Association member in his respective class.

F. Other Absences

1. Absence from duty shall be authorized by the Building Principal except in those instances where the Board of Education policy or administrative regulations expressly reserve this authority to the Superintendent.

2. Absence for reasons not covered in this agreement or any exceptions to this agreement may be authorized by the Superintendent.

ARTICLE IX

CONFERENCES

Faculty personnel, with the approval of the Superintendent, may be allowed, without loss of pay, and reimbursed reasonable expenses, to attend special educational and professional conference. Application to attend such a conference should be made to the Principal at least ten (10) days in advance. It is the Board's position that such permission will be granted in accordance with past practice provided it is within the budgetary limitations of the district.

ARTICLE X

STUDENT TEACHER ASSIGNMENTS

1. The Board of Education agrees that no student teacher shall be assigned to a teacher in the Saginaw Township Community Schools without the supervising teacher's consent.

Compensation for the supervising teacher will be determined by dividing the total amount of monies paid by the universities involved by the number of student teachers in Saginaw Township. Each supervising teacher will receive the quotient of the above multiplied by the number of student teachers he or she has supervised.

2. The Board of Education agrees that no cadet teacher shall be assigned to teachers in the Saginaw Township Community Schools without the consent of the supervising teacher.

3. Student teachers will be assigned only to tenure teachers.

ARTICLE XI

GRIEVANCE

A. Definition

1. A grievance shall mean a complaint by a teacher in the bargaining unit that there has been to him a violation, misinterpretation or inequitable application of a specific provision of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law.

2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.

B. Procedure for Handling

1. The teacher who feels that he has a grievance should first take the matter up verbally with the Principal of the school (within ten (10) working days following the act or condition which is the basis of his grievance), who will attempt to resolve it with him.

2. If this fails to resolve the grievance, the teacher shall reduce the grievance to writing, specifying the section of the contract he alleges is violated, the events that caused the alleged violation, and the remedy he seeks.

3. Within five (5) working days of receipt of the written grievance, the Principal shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the teacher may appear personally or he may be represented by the Association representative, or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.

4. Within five (5) working days after such conference, or longer if mutually agreed to, the Principal shall answer such grievance in writing.

5. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the Principal's decision will be final.

6. If the Association does not accept the Principal's written answer, the grievance may be appealed to the Superintendent of Schools by sending such notice in writing to him within five (5) working days from the date of the Principal's written decision.

7. Within ten (10) working days of receipt of the written appeal, the Superintendent, or his designated representative, will arrange for a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.

8. Within ten (10) working days, or longer if mutually agreed to, the Superintendent, or his designated representative, shall answer such grievance in writing.

9. Such answer shall be final and binding unless appealed to the next step within 30 calendar days from the date of the Superintendent's written decision.

10. If the grievance is not settled at the preceding step it may be submitted to binding arbitration at the election of either party. The matters to be arbitrated shall be submitted to a board of three (3) arbitrators as follows:

a. Within the ten (10) days referred to above (step 9)., the party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of the dispute to be arbitrated, and designating one (1) arbitrator selected by it.

b. Within five (5) working days from the receipt of such notice, the other party shall notify the first party its statement of the matter to be arbitrated.

c. Within five (5) days after the selection of the second arbitrator, the two (2) arbitrators shall select a third.

If they are unable to agree on a third arbitrator within five (5) days, the American Arbitration Association or the Federal Mediation and Conciliation Service will be asked to immediately submit a panel of five (5) arbitrators. Upon receipt of the list the Board will first strike two (2) names, then the Association will strike two (2) names. The remaining person shall be the third arbitrator; provided that within thirty (30) days of notice of his appointment the arbitrator accepts and schedules a date for a hearing in the matter which he is to decide. If the arbitrator does not so accept and schedule a hearing as above provided, the American Arbitration Association will again be requested to immediately submit a list of five (5) names and the above procedure for selecting an arbitrator from the panel will be followed.

11. The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Board of Arbitration in the same manner as other collective bargaining agreements. The function and purpose of the Board of Arbitration is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Board of Arbitration shall, therefore, not have authority, nor shall it consider its function to include, the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Board of Arbitration shall not give any decision which in practical or actual effect modifies, revises, detracts from, or adds to, any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or subtraction) of written

terms of this Agreement. The Board of Arbitration has no obligation or function to render a decision or not to render a decision merely because in its opinion such a decision is fair or equitable or because in its opinion it is unfair or inequitable.

12. If either party shall claim before the arbitrators that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this Article, (Professional Grievance Procedure) the arbitrators shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrators shall have the authority to determine whether they will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case, where the arbitrators determine that such grievance fails to meet said test of arbitrability, they shall refer the case back to the parties without a recommendation on the merits.

13. Unless expressly agreed to by the parties, in writing, the Board of Arbitrators are limited to hearing one issue or grievance upon its merits at any one hearing. Separate Boards of Arbitration shall be constituted for each grievance appealed to binding arbitration.

14. All cases shall be presented to the Arbitrators in the form of a written brief, prepared by each party, setting forth the facts and its position and the arguments in support thereof. The Arbitrators may make such investigation as they may deem proper and may at their option hold a public hearing and examine the witnesses of each party and each party shall have the right to cross-examine all such witnesses and to make a record of all such proceedings. Within thirty (30) days after the close of the hearing, or the date established for filing Post Hearing Briefs if so desired by either party, the Board of Arbitration shall issue their decision which shall be final and binding.

15. The fees and expenses of the third impartial arbitrator, cost of transcript (if one is requested by the Board of Arbitration), and cost of the hearing room shall be borne equally by both parties. All other expenses incurred shall be paid by

the party incurring them.

ARTICLE XII

DUES CHECK OFF

- A. The Saginaw Township Community Schools Board of Education agrees that as early as practicable after date of this Agreement, payroll deduction for the payment of Saginaw Township Education Association and Michigan Education Association and National Education Association dues shall be made from the pay of the employees who voluntarily request such dues deduction, who are members in good standing of the Association, and who are employed in occupations listed under the Recognition Clause of this Agreement.
- B. Any Teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year. The Association agrees to furnish the Board with a list of all teachers requesting payroll deductions for dues at the beginning of each school year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated .
- C. Any Teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment pay a fee to the Association an amount equal to membership dues payable to the Association, the NEA and the MEA, provided, however that the teacher may authorize payroll deductions, as provided in paragraph "A" of this Article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in paragraph "A", the Board shall cause the termination of employment of such teacher at the end of the first semester of 1969 - 70 school year. The parties expressly recognize that the

failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

D. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether from membership dues or equivalent fee, the Board agrees promptly to remit to the Association that portion allocated to the Association and to remit the balance for both the NEA and the MEA, to the Michigan Education Association, 1216 Kendale Boulevard, Box 673, East Lansing, Michigan 48823, accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership to non-membership in the Association, and indicating any changed in personnel from the list previously furnished. The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board. Providing proper forms are sent to the Board at the appropriate times.

The Association shall present the Board with a certified check-off list along with proper authorization for check off and shall be fully responsible for the validity and correctness of the list and agrees to reimburse the Board for any deduction made and paid over to the Association which may later be held to have not been authorized by the individual involved or which may constitute an illegal deduction.

F. The Association shall indemnify the Board and hold it harmless against any loss or claims for damages resulting from the payment to the Association of any sums deducted under this Article and, in the event any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Association shall intervene and defend against such action or claim.

G. When an employee does not have sufficient money due him, after deductions have been made for, Social Security, Insurance, Garnishments, etc., or any other deductions authorized by the employee or required by law, Association dues for that month will be collected by the Association directly from the employee.

H. If an employee who is absent on account of illness, leave of absence, or for any other reason has no earnings due him for the period, no deductions shall be made. The Association will arrange collection of dues for that period directly with the employee.

I. All deductions of Association dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Association.

ARTICLE XIII

REPORTING ABSENCES

The teacher shall be informed of a telephone number to call prior to 7:00 a.m., to report unavailability for work. Whenever possible teachers should give the maximum amount of notice when they become aware that they will not be available for duty. Call prior to 3 p.m. for next day.

ARTICLE XIV

DAILY SUBSTITUTES

A. Unless specifically provided for in this Article the other provisions of the Master Agreement do not apply to daily substitute teachers in the system.

1.	Non-degree	First twenty-five days	\$21.00 per day
		Twenty-sixth day and over	24.00 per day
2.	Degree	First twenty-five days	\$23.00 per day
		Twenty-sixth day and over	26.00 per day

Add \$5.00 to proper category when the substitute has completed ten (10) consecutive days of substitute teaching for the regularly assigned teacher.

B. Provisions of agreement that apply to daily substitute teachers.

1. Teacher Rights (II)
2. No Strike (IV)
3. Teaching Conditions (V) except assignment, evaluation of probationary faculty personnel.
4. Grievance Procedure (XI)

ARTICLE XV
SALARY PROVISIONS

A. Definitions

1. Bachelor's Degree

a. Bachelor's category on the salary schedule shall be defined as a Bachelor's Degree from an accredited college or university and being eligible for or possessing a valid Michigan teaching certificate.

2. Bachelor's Category plus 15

a. Bachelor's category plus 15 shall be defined as possessing a Bachelor's Degree, a valid Michigan teaching certificate, plus 15 semester hours earned after the issuance of a provisional certificate or its equivalent.

3. Master's

a. The Master's category shall be defined as possessing a Master's Degree and being eligible for or possessing a valid Michigan teaching certificate.

b. 1970 - 1971 Masters plus 15 semester hours.

4. Master's plus 30 category

a. The Master's plus 30 category shall be defined as possessing a Master's Degree and being eligible for or possessing a valid Michigan teaching certificate plus 30 semester hours of graduate study or 30 semester hours of undergraduate study approved by the administration.

B. Use of Salary Scales.

1. Scale A

a. All teacher, when initially employed in this school system, shall be placed on Scale A at the appropriate salary level.

2. Scale B.

a. Upon completion of two years in this system and attainment of a permanent Michigan teaching certificate all teachers shall automatically move to Scale B.

3. Salary Credit

a. Teaching experience: Credit for experience outside the school system shall be given for years of successful teaching and work experience directly related to teaching in the teaching field only at the time of initial employment. Such experience shall be evaluated and credited by the Superintendent of Schools and credited in accordance with the following schedule:

Years Experience	Years Credit
Less than 1	No Credit
1 to 1.99	1
2 to 2.99	2
3 to 3.99	3
4 to 4.99	4
5 to 5.99	5
6 to 6.99	6
7 to 9.99	7
10 or more	8

b. Military Service

1) Military service shall count as Saginaw Township Community Schools experience, for purpose of determining placement on the salary schedule, if the teacher has performed teaching service in Saginaw Township Community Schools immediately prior to his military service. In no event will more than two (2) years credit be allowed for military service.

2) For initial employment credit, experience credit for military service and/or service in government sponsored educational programs not under the direction of a public school system may be granted to teachers who have not been employed by the Board previously in accordance with the following schedule:

Less than 13 months	No credit
13 but less than 31	1 year
31 or more months	2 years

c. Partial Years in Saginaw Township After September 6, 1967

1) Teachers who teach one semester or more shall advance to the next step (years of experience) upon their return to the Saginaw Township Community Schools the following school year.

2) Teachers who teach less than one semester shall remain on the same step upon their return the following year.

d. Teachers who qualify for advancement in pay by additional class hours or Degrees shall be paid on the new schedule effective September 1 or February 1 of any year provided satisfactory evidence is submitted to the Administration by October 15 or February 15 qualifying for such change.

e. Teachers who have earned the maximum years of experience shall receive a three percent (3%) increase on their respective scale for each five (5) years experience beyond the Salary Schedule.

C. Extended Employment Agreements

1. The Superintendent, at his discretion, may write employment agreements extending the period of employment subject to the following limitations:

a. Such agreements may be issued only if the teacher, during the extended period of employment, is performing duties similar to those he would perform while the normal teaching contract is in force.

b. Pay for the extended period shall be at the daily rate of compensation multiplied by the days of extension. The daily rate is to be determined by dividing the normal contractual salary of the teacher by the number of required work days including academic areas of summer school sponsored by the Board.

c. Academic areas of summer school or Community School programs sponsored by the Board shall be paid at an hourly rate to be determined by dividing the daily rate (as determined in "b" above) by six and three quarter (6 3/4) hours. (This section does not include Driver Training)

D. Saginaw Township Community Schools
1969 - 70 TEACHER SALARY SCHEDULE

Years Experience Credit	Bachelors		Bachelors + 15		Masters		Masters + 30	
	Amount	Index	Amount	Index	Amount	Index	Amount	Index
Probationary Contract	\$ 7,300	1.0000	\$ 7,439	1.0191	\$ 7,718	1.0573	\$ 8,136	1.1145
	7,579	1.0382	7,718	1.0573	7,997	1.0955	8,415	1.1527
	7,858	1.0764	7,997	1.0955	8,275	1.1336	8,694	1.1909
	8,136	1.1145	8,275	1.1336	8,554	1.1718	8,972	1.2291
	8,415	1.1527	8,554	1.1718	8,833	1.2100	9,251	1.2673
	8,694	1.1909	8,833	1.2100	9,112	1.2482	9,530	1.3055
	8,972	1.2291	9,112	1.2482	9,391	1.2864	9,808	1.3436
	9,251	1.2673	9,391	1.2864	9,669	1.3245	10,088	1.3819
	9,530	1.3055	9,669	1.3245	9,948	1.3627	10,372	1.4208
	9,808	1.3436	9,948	1.3627	10,227	1.4009	10,645	1.4582
Continuing Tenure Contract	8,415	1.1527	8,554	1.1718	8,833	1.2100	9,251	1.2673
	8,972	1.2291	9,126	1.2502	9,418	1.2902	9,864	1.3512
	9,391	1.2864	9,557	1.3092	9,864	1.3512	10,338	1.4162
	9,808	1.3436	9,990	1.3685	10,311	1.4124	10,812	1.4811
	10,227	1.4009	10,421	1.4276	10,757	1.4735	11,287	1.5461
	10,575	1.4486	10,784	1.4773	11,132	1.5250	11,690	1.6014
	10,924	1.4964	11,147	1.5270	11,508	1.5765	12,108	1.6586
	11,202	1.5345	11,439	1.5670	11,815	1.6185	12,457	1.7064
	11,481	1.5727	11,738	1.6080	12,136	1.6624	12,805	1.7541
	11,760	1.6109	12,038	1.6491	12,457	1.7064	13,153	1.8018

D. Saginaw Township Community Schools
1970 - 71 TEACHER SALARY SCHEDULE

Years Experience Credit	Bachelors		Bachelors + 15		Masters		Masters + 15		Masters + 30		
	Amount	Index	Amount	Index	Amount	Index	Amount	Index	Amount	Index	
Probationary Contract	1	\$ 7,850	1.0000	\$ 7,980	1.0191	\$ 8,600	1.0955	\$ 8,825	1.1242	\$ 9,049	1.1527
	2	8,150	1.0382	8,300	1.0573	8,899	1.1336	9,125	1.1623	9,349	1.1909
	3	8,450	1.0764	8,600	1.0955	9,199	1.1716	9,425	1.2005	9,649	1.2291
	4	8,749	1.1145	8,899	1.1336	9,498	1.2100	9,725	1.2387	9,949	1.2673
	5	9,049	1.1527	9,199	1.1718	9,798	1.2482	10,025	1.2770	10,249	1.3055
	6	9,349	1.1909	9,498	1.2100	10,098	1.2864	10,325	1.3153	10,549	1.3439
	7	9,648	1.2291	9,798	1.2482	10,397	1.3245	10,625	1.3535	10,849	1.3819
	8	9,948	1.2673	10,098	1.2864	10,697	1.3627	10,925	1.3917	11,149	1.4202
	9	10,248	1.3055	10,397	1.3245	10,997	1.4009	11,225	1.4299	11,449	1.4585
	10	10,547	1.3436	10,697	1.3627	11,297	1.4391	11,525	1.4681	11,749	1.4966
Continuing Tenure Contract	4	9,049	1.1527	9,199	1.1718	10,128	1.2902	10,368	1.3208	10,607	1.3512
	5	9,648	1.2291	9,814	1.2502	10,607	1.3512	10,862	1.3837	11,117	1.4162
	6	10,098	1.2864	10,278	1.3092	11,087	1.4124	11,357	1.4467	11,627	1.4811
	7	10,547	1.3436	10,743	1.3685	11,567	1.4735	11,852	1.5099	12,137	1.5461
	8	10,997	1.4009	11,207	1.4276	11,971	1.5250	12,271	1.5632	12,571	1.6014
	9	11,372	1.4486	11,597	1.4773	12,376	1.5765	12,698	1.6176	13,020	1.6586
	10	11,747	1.4964	11,987	1.5270	12,705	1.6185	13,050	1.6624	13,395	1.7064
	11	12,046	1.5345	12,301	1.5670	13,050	1.6624	13,410	1.7083	13,770	1.7541
	12	12,346	1.5727	12,623	1.6080	13,395	1.7064	13,770	1.7541	14,144	1.8018
	13	12,646	1.6109	12,945	1.6491						

E. Mileage

Teachers required in the course of their work, and have received approval from the administration to drive personal automobiles from one school to another, shall receive an allowance of eight (8) cents per mile while traveling directly between schools. School business outside of these conditions shall be paid at a rate of eight (8) cents per mile with the approval of the administration. In some cases a flat allowance of \$100 per semester is made for teachers who travel from school to school on an unscheduled basis.

F. Special Education Teachers and Counselors

1. Teacher performing the following services shall receive seven percent (7%) of the beginning salary at the educational level upon which the teacher's salary is based and shall be required to extend their working day thirty (30) minutes beyond the regular quitting time as specified in other provisions of this Agreement:

- a. Teachers of the Mentally Handicapped
- b. Speech Therapists
- c. School Social Worker
- d. Teachers of the Physically Handicapped

2. Counselors shall work a normal teaching day. If it is necessary for a counselor to meet with parents and/or children who because of their schedules cannot meet during the normal day, the counselors shall be compensated for this additional time at the rate of \$7.50 an hour. A report detailing this additional time shall be given the STEA monthly.

G. Special Assignments

1. High School

- a. It is recognized that there are many tasks in and about a school which requires persons with special qualifications and that many of these positions require the expenditure of extra time.
- b. The standard teacher contract will not reflect the compensation paid for additional duties and responsibilities. The compensation and other conditions pertaining

to special assignments will be indicated on a contract rider to be issued annually by the Board of Education and subject to cancellation at the end of the semester at the discretion of the Superintendent. The grantee of such rider is not to be guaranteed the stated position for succeeding years for semesters by reason of the tenure act of 1937 as amended.

2. Middle Schools

a. Extra curricular requirements of the middle schools in Saginaw Township differ from those of the high school as listed previously. It is agreed that a sum of money, yet to be determined, be budgeted for each middle school to pay persons supervising and sponsoring extra curricular activities suitable for middle school boys and girls.

b. It is agreed that this money will be allocated by the administration fairly and equitably considering the responsibility of the supervisor, length of time involved in the activity and contribution to the total education program and welfare of the school.

c. It is agreed that no part of this allocated sum will be used for curriculum study, teacher team leaders or any function related thereto.

3. Non-Professional Duties.

a. Teachers performing non-professional services, such as, but not limited to, ticket taking and selling, shall receive \$3.00 per hour for such services.

SPECIAL ASSIGNMENTS
1969 - 70

High School

Coaching:	1	2	Year 3	4
Head Football	\$ 880	\$ 986	\$1,091	\$1,197
1st Assistant Football	550	616	682	759
Assistant Football	440	493	546	598

In the event that an assistant football coach shall assume the position of 1st assistant coach he shall retain his current compensation until it is exceeded by the 1st assistant coach's schedule.

Head Basketball	880	986	1,091	1,197
Assistant Basketball	440	493	546	598
Head Baseball	440	493	546	598
Assistant Baseball	220	246	273	299
Head Golf	330	370	409	449
Assistant Golf	165	185	205	224
Head Swimming	550	616	682	748
Assistant Swimming	275	308	341	374
Head Tennis	330	370	409	449
Assistant Tennis	165	185	205	224
Head Track	440	493	546	598
Assistant Track	220	246	273	299
Head Wrestling	550	616	682	748
Assistant Wrestling	275	308	341	374
Head Cross Country	330	370	409	449
Assistant Cross Country	165	185	205	224
Debate	330	370	409	449
Dramatics	330	370	409	449
Cheerleading	275	308	341	374
Sea Nymphs	330	370	409	449

Directors and/or Advisors:

Athletic (2 hrs released time)	770	832	893	955
Pool Director (school year only)	330	370	409	449
Business Manager (athletics)	660	713	768	818
Intramurals (men)	440	493	546	598
Intramurals (women)	440	493	546	596
Orchestra	330	370	409	449
Vocal Music	330	370	409	449
Band (marching & concert)	770	832	893	955
Yearbook	330	370	409	449
School Paper	110	123	136	150
Ventus	110	123	136	150
Driver Training - \$5.50 per hour - Range				
Driver Training - \$6.50 per hour - Classroom				

SPECIAL ASSIGNMENTS
1970 - 71

High School

	Year			
Coaching:	1	2	3	4
Head Football	\$ 968	\$1,085	\$1,200	\$1,317
1st Assistant Football	605	678	750	835
Assistant Football	484	542	601	658

In the event that an assistant football coach shall assume the position of 1st assistant coach he shall retain his current compensation until it is exceeded by the 1st assistant coach's schedule.

Head Basketball	968	1,085	1,200	1,317
Assistant Basketball	484	542	601	658
Head Baseball	484	542	601	658
Assistant Baseball	242	271	300	329
Head Golf	363	407	450	494
Assistant Golf	182	204	226	246

Head Swimming	605	678	750	823
Assistant Swimming	303	339	375	411
Head Tennis	363	407	450	494
Assistant Tennis	182	204	226	246
Head Track	484	542	601	658
Assistant Track	242	271	300	329
Head Wrestling	605	678	750	823
Assistant Wrestling	303	339	375	411
Head Cross Country	363	407	450	494
Assistant Cross Country	182	204	226	246
Debate	363	407	450	494
Dramatics	363	407	450	494
Cheerleading	303	349	375	411
Sea Nymphs	363	407	450	494

Directors and/or Advisors:

Athletic (2 hrs released time)	847	915	982	1,051
Pool Director (school year only)	363	407	450	494
Business Manager (athletics)	726	784	845	900
Intramurals (men)	484	542	601	658
Intramurals (women)	484	542	601	658
Orchestra	363	407	450	494
Vocal Music	363	407	450	494
Band (marching & concert)	847	915	982	1,051
Yearbook	363	407	450	494
School Paper	121	135	150	165
Ventus	121	135	150	165
Driver Training - \$5.50 per hour - Range				
Driver Training - \$6.50 per hour - Classroom				

ARTICLE XVI

INSURANCE

A. Blue Cross - Blue Shield

1. The Board agrees to provide Michigan Blue Cross comprehensive hospitalization with riders F & SA, and Michigan Blue Shield MVF-1 with riders FC and SD-1.

The Board agrees to pay 100% of the families cost for Semi-private coverage.

2. Those teachers electing such coverage will receive, fully paid, by the Board, the Master Medical Plan through Blue Cross - Blue Shield for their entire family.

B. Michigan Education Association Insurance

1. Any teacher wishing to continue his MEA Health Insurance policy may have his premiums deducted through payroll deduction bi-monthly. The Board of Education shall not contribute to the cost of the premiums.

C. \$1,000.00 Term Life Insurance - Second Semester 1969-70 school year. Subject to terms of the carrier.

\$5,000.00 Term Life Insurance - 1970-71 school year. Subject to terms of the carrier.

ARTICLE XVII
1969 - 70 SCHOOL CALENDAR

	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	Attendance	Teacher Work Days					
Aug																					29 NT	(0)	*1				
Sept.	1 X	2 XT	3 XT	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	19	21			
Oct.			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23 XT	24 XT	27	28	29	30	31	21	23
Nov.	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27 X	28 X						18	18
Dec.	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24 X	25 X	26 X	29 X	30 X	31 X			17	17
Jan.				1 X	2 X	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30 XT	19	20
Feb.	2	3	4	5	6	9	10	11	12	13	16	17	18 XT	19 INSR	20	23	24	25	26	27						19	20
Mar.	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27 X	30 X	31 X				19	19
April			1 X	2 X	3 X	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27 X	28	29	30		19	19
May					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	21	21
June	1	2	3	4	5	8	9	10	11 XT	12 XT																8	10

X - No Attendance
T - Teacher Work Day

NT - New Teacher's Day
INSR - Inservice Day

180 188

*New Teachers 189

ARTICLE XVIII

School Calendar 1970 - 1971

The parties agree to negotiate this calendar at a later date and further agreed that it will include a total of 189 work days for returning teachers and 190 work days for teachers new to the system. There shall be 180 student attendance days.

ARTICLE XIX

SAVINGS CLAUSE

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 shall continue in full force and effect.

ARTICLE XX

WAIVER CLAUSE

The parties agree that all negotiable items have been discussed during negotiations leading to this agreement, and therefore agree that negotiations will not be reopened on any item, whether or not contained herein or whether or not discussed at any time during negotiations, during the life of this Agreement.

ARTICLE XXI

TERMINATION

This Agreement shall become effective August 29, 1969, and remain in effect until August 1, 1971.

At least sixty (60) days prior to the expiration of this Agreement the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the 29th day of August, 1969.

SAGINAW TOWNSHIP COMMUNITY SCHOOLS
BOARD OF EDUCATION

SAGINAW TOWNSHIP EDUCATION
ASSOCIATION

President

Secretary

Secretary

Co-Chairman, Professional
Negotiations Committee

Co-Chairman, Professional
Negotiations Committee

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into between the Saginaw Township Community Schools Board of Education and the Saginaw Township Education Association effective the 29th day of August, 1969, and will remain in effect until the 1st day of August 1971.

In view of the fact that the parties mutually agree that some subjects are more appropriately handled as professional obligations of the teaching profession and do not constitute desirable matters under a collective bargaining agreement this understanding has been arrived at by the parties:

CURRICULUM IMPROVEMENT PLAN 1969 - 71

- A. The central office staff and the assistance of other staff members both administration and faculty, shall constitute a committee and will spend time reviewing textbooks and developing a curriculum. It is an obligation of the Association to encourage its membership to give complete cooperation to help improve the educational program in the Saginaw Township Community Schools. The Association will be consulted in the establishment of the above committee.
- B. The Board agrees that teachers can and do offer a valuable contribution toward the selection of textbooks to be used in the school system. The Board agrees that a committee shall be formed to assist and recommend improvements in the textbooks used by the Saginaw Township Community School District.

REVIEW COMMITTEE

- A. The Board agrees to have a minimum of one (1) monthly meeting during the school year with the Saginaw Township Education Association negotiating committee to discuss any and all problems which are proper subjects of collective bargaining.

B. A Professional Study Committee consisting of three (3) members selected by the Board and three (3) members selected by the Association shall be established. This shall be a continuing committee which shall meet on a regular basis to consider problems of mutual concern and to recommend methods of improving the Saginaw Township Community Schools.

Among other things, the above committee shall consider the grants to be requested by the Board pursuant to the Federal Elementary and Secondary Education Act of 1965.

MATERIAL AND EQUIPMENT

- A. A teacher is responsible to requisition any special materials needed for their classroom. Requisitions shall be filled out according to required procedure and the administrators in the individual schools will set up a procedure whereby teachers may make known the priority of the requisition in the event it is impossible or impractical to consult with them during the summer if cuts are necessary as a result of budgetary limitations.
- B. Teachers shall be allowed to communicate with educational salesmen regarding new materials after proper arrangements have been made with the administrator. Discussions with salesmen must not interfere with normal school routine nor may any teacher obligate the school system in any way for either samples of other materials.

DATE: _____, 1969

SAGINAW TOWNSHIP COMMUNITY SCHOOLS
BOARD OF EDUCATION

SAGINAW TOWNSHIP EDUCATION
ASSOCIATION

President

Secretary

Secretary

Co-Chairman, Professional
Negotiations Committee

Co-Chairman, Professional
Negotiations Committee