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B O A R D O F E D U C A T I O N
SAGINAW TOWNSHIP COMMUNITY SCHOOLS

a n d

SAGINAW TOWNSHIP EDUCATION ASSOCIATION

1971 - 1972

Saginaw Township Community Schools

Saginaw Township Community Schools
Saginaw, Michigan

12/6/71-8/1/72

MEA
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East Lansing, Mich.
48823

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CONTRACT BETWEEN BOARD OF EDUCATION
AND THE
SAGINAW TOWNSHIP EDUCATION ASSOCIATION

PREAMBLE

This Agreement is made and entered into this 6th day of December, 1971 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.
 7. Information concerning economic data of fringe benefit program, if such information is reasonably available in the business office.
 8. Names of new teachers entering system after they begin employment.
- 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 in grades K-8 shall be as follows: teachers shall check in no later than 8:00 a.m. and leave no earlier than 3:30 p.m. Teachers in the high school shall check in no later than 7:45 a.m. and leave no sooner than 3:15 p.m.

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 8:00 to 8:30 a.m. and from 3:00 to 3:30 p.m.

7. Teachers may be required to remain after school, without additional compensation, for up to one hour 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. It is hereby recognized that it is within the discretion of the Board of Education to reduce the educational program and curriculum and staff when economic necessity dictates.

In order to promote an orderly reduction in personnel when the educational program and curriculum and staff is curtailed, the following procedure will be used:

(1) Probationary employees will be paid off first where any teacher who has acquired tenure and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.

(2) In the event tenure teachers must be paid off, layoff

will be on the basis of seniority within classification, knowledge, skill and efficiency on the job, physical fitness and providing that the following qualifications are equal:

- a. Majors and minors
- b. Professional Growth - graduate credits
- c. Prior Experience in the Classification
- d. Evaluation and Progress Report

(3) It is expressly understood that the Association shall have the right to review the layoff list prior to notification of the individual teachers to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to meet with representatives of the Board concerning the layoff list.

RECALL: Teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified and qualified in accordance with the above procedure.

The recall list shall be maintained by the Board for a period not to exceed two (2) years. Thereafter, a teacher on layoff shall lose his rights to recall.

It is expressly understood and agreed that the provisions of this Article are not subject to the grievance procedure unless the Boards action is arbitrary and capricious.

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 K - 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. Special Teachers (Music, Art, Physical Education)

Special teachers shall be made available to the K-4 schools beginning no later than the second semester 1971-1972 School Year. The number of special teachers shall be computed as follows: special teachers shall be in a ratio of 1:20 with K-4 classrooms, as computed in the pupil-teacher ratio. These teachers shall be assigned to the individual buildings as equitably as their efficient use will permit.

Adjustments in the above personnel will be made upward and downward in accordance with available funds. Every attempt will be made to maintain the balanced program agreed to herein.

E. 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.

F. 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.

G. 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.

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.

H. 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.

I. Student Discipline

The Board agrees to provide all teachers with a copy of the student discipline policies in effect.

The Board further agrees that whenever changes are made concerning these policies, the Saginaw Township Education Association shall be consulted.

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 for teachers who have at least two (2) years service and tenure in this district.

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. 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. Teachers shall be returned to the same or similar position of equal pay (not including coaching or extra duties) and status; if there are no openings to qualify in accordance with this provision the least senior employee shall be laid off.

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 leave in accordance with Section A.,1, Article VI.

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 without regard to Section A,1., Article VI.

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 qualifies under Section A, 1., Article VI, 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 qualify under Section A., 1, Article VI, upon request, 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.
- 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 and 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 qualify under Section A, 1, Article VI, 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, however, it will not be denied on an arbitrary or capricious basis.

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 thirty-two (132) 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 contagious 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. Hunting, fishing, recreation and vacationing are not considered proper uses of this Article.

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.

2. Subpeona.

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.

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.

4. No teacher shall be assigned a student teacher for more than the equivalent of twenty (20) weeks per year.

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 Griev-

ance 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 complete list of all teachers each year 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 on the following dates: January 7, 21; February 4, 18; March 3, 17; April 14, 28; May 12, 26. Teachers employed as of Second Semester - Annual dues will be deducted over five pays on the following dates: March 17; April 14, 28; May 12, 26.

Any notification for dues deductions received after payroll cut-off date of December 30, 1971 (1st Semester) or March 9, 1972 (2nd Semester), will be taken on the following pay date with any accumulated amount to be deducted at that time.

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. 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.

a provisional certificate or its equivalent.

3. Master's

a. The Master's category shall be defined as possessing a Master's Degree and be eligible for or possess 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 be 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 of \$8.00 per hour probationary teachers and \$9.00 per hour tenure teachers. (This section does not include Driver Training)

D. Saginaw Township Community Schools TEACHER SALARY SCHEDULE

Years Experience	Bachelors Amount	Bachelors+15 Amount	Masters Amount	Master+15 Amount	Master+30 Amount
Probationary Contract					
1	8250	8339	8987	9222	9456
2	8516	8674	9299	9536	9770
3	8830	8987	9613	9849	10083
4	9143	9299	9925	10163	10397
5	9456	9613	10239	10476	10710
6	9770	9925	10552	10790	11023
7	10082	10239	10865	11103	11337
8	10395	10552	11178	11417	11651
9	10709	10865	11492	11730	11964
10	11022	11178	11805	12044	12278

Continuing
Tenure
Contract

4	9456	9613	10584	10835	11084
5	10082	10256	11084	11351	11617
6	10552	10741	11586	11868	12150
7	11022	11226	12088	12385	12683
8	11492	11711	12510	12823	13137
9	11997	12235	13057	13396	13736
10	12393	12646	13404	13768	14132
11	12709	12978	13768	14148	14527
12	13025	13317	14132	14725	14922
13	13342	13657	14625		

The above salary schedule will be pro-rated for the 1971-72 School Year based on the number of work days remaining as of December 6, 1971.

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.

E. Department Heads

When Department Heads are used they shall be released from their regular class load the equivalent of one hour per day plus be paid \$400.00 per year.

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, and the \$2.00 co-payment prescription drug plan. (Said drug rider to be implemented as soon as practical)

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. \$10,000.00 Term Life Insurance beginning second semester of the 1971-1972 School Year - Subject to terms of the carrier.

ARTICLE XVII

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 XVIII

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 XIX

TERMINATION

This Agreement shall become effective December 6, 1971, and remain in effect until August 1, 1972.

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 _____ day of December 1971.

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 6th day of December, 1971, and will remain in effect until the 1st day of August 1972.

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:

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: _____, 1971.

SAGINAW TOWNSHIP COMMUNITY SCHOOLS
BOARD OF EDUCATION

SAGINAW TOWNSHIP EDUCATION
ASSOCIATION

President

Secretary

Secretary

Co-Chairman, Professional
Negotiations Committee

Co-Chairman, Professional
Negotiations Committee

1971-72 SCHOOL CALENDAR

	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	Atten- dance Days	Teacher Work Days	
Aug.																					0	2	
Sept.			1 XT	2 XT	3 XT	4 Lab- Day X	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Oct.					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Nov.		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Dec.				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	11	11
Jan.		3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Feb.			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Mar.					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Apr.		3 X	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
May		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
June					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
																						12	13
																						180	188

X - No Attendance
 T - Teacher Work Day
 Saturday, January 22 - Teacher Workday
 Friday, February 4 - End of 1st Semester
 Saturday, February 5 - Teacher Workday
 Friday, June 16 - End of 2nd Semester
 Saturday, June 17 - Teacher Workday