

66-67

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PROPOSED EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this _____ day of _____, 196_ by and between the Saline Area School District hereinafter called the "District", and the Saline Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the District and the Association recognize and declare that providing a quality education for the children of the Saline Area is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS the District has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understanding which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

Definition of Terms

1. The Term "Association" shall refer to all legally certified teachers represented by the Saline Education Association for the purpose of negotiation or bargaining in good faith with respect to wages, hours and other terms and conditions of employment.
2. The term "teacher" shall refer to all legally certificated employees represented by the Saline Education Association in the bargaining or negotiation unit as above defined.
3. The term "Board" shall refer to the Saline Area School District.
4. Professional Personnel shall refer to all legally certified teachers represented by the Association.
5. Non-Association members shall refer to those legally certified teachers who are not members of the Saline Education Association.
6. The term "building representative" shall refer to that teacher appointed by the Saline Education Association for each school building in the Saline Area School District.

ARTICLE I

Recognition

A. The District hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teacher, guidance counsellors, librarians, and special education teachers, but excluding superintendents, principals, assistant principals, secretaries, bookkeepers, clerks, custodians, bus drivers, cooks, playground supervisors, crossing guards, and cafeteria helpers. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The District agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. 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 the Agreement, provided that the Association has been given opportunity to be present as such adjustment.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association and the District shall establish. Such sum shall be deducted as dues from the regular salaries of all such teachers and remitted not less frequently than monthly to the Association.

ARTICLE II

Teacher Rights

- A. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association on school property provided they do not exceed one (1) inch in diameter. Bulletin boards in the teachers' lounge, teachers' mail boxes, and the regular school mail shall be made available to the Association and its members. Copies of materials communicated in this manner shall be supplied to the Superintendent.
- B. The District agrees to make available to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information which will be necessary for the Association to process any grievance or complaint.
- C. The Association shall be allowed the use of school building facilities for Association business provided that arrangements are made beforehand with the administration, it does not interfere with regular school or scheduled school activities, and is outside of regular school hours.
- D. Pursuant to Act 379 of the Public Acts of 1965, The District hereby agrees that every employee of the District shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiating and other concerted activities for mutual aid and protection.
- E. The District undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379, that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association or collective professional negotiations with the District or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

ARTICLE II
Rights of the Board

There is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.

It is agreed that the Board retains the right, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with the provisions of this Agreement or violative of law.

ARTICLE III

Professional Compensation

- A. The salary schedule is based upon a normal weekly teaching load as hereinafter defined and not to exceed 185 days of school membership. Included in the normal teaching load would be the following: one open house per school year, one room parents meeting, and not to exceed one building faculty meeting per week, after school hours. For extra professional work the teacher shall be entitled to appropriate additional professional compensation, at his established professional hourly rate. The professional hourly rate of any teacher shall be determined by dividing his base salary, as set forth in Schedule A, by 1480 hours. With prior administrative approval the teacher shall be paid his established hourly rate for all time spent after the regular school day or on Saturdays, Sundays or holidays, and attendance at any educational or civic functions where attendance is not voluntary but required.
- B. Teachers in the system the previous year shall not be required to report more than two (2) days prior to the beginning of classes or to remain more than two (2) days after classes end in June. New teachers in the system shall not be required to report more than three (3) days prior to the beginning of classes or to remain more than two (2) days after classes end in June.
- C. One teacher from each school shall be designated by the Association as the official building representative of the Association for that school. Any official matters to be communicated to, or discussed with, the administrators of that school occurring within a school day shall be accomplished only through that representative, and no individual teacher shall be permitted to present a complaint or grievance directly to the school administration. All matters communicated under this paragraph shall be accomplished during periods that will not require a teacher's absence from the classroom. Teachers' shall be released from non-teaching duties to communicate matters under this section without loss of salary.
- D. Upon receipt of at least one school day's notice in advance, any officer of the Association or a teacher directly involved in negotiation on behalf of the Association with any representative of the District, shall be released from duties without loss of salary. The total District liability for salary paid under this paragraph shall be limited to three days for any one item being negotiated.
- F. The following holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.
- G. The Thanksgiving Recess shall include the Friday after Thanksgiving Day. The Christmas Recess shall begin not less than two (2) school days before Christmas. The Spring Recess shall include five (5) school days, of which, Good Friday may be included as a school day.

ARTICLE III Cont'd.

- H. A teacher shall be released from regular duties without loss of salary at least two days for the purpose of participation in area or regional meetings of the Michigan Education Association providing they are members of the Michigan Education Association, and to attend one professional conference covering not more than two (2) days providing the conference is in the area of their specialization and they have prior approval of the building principal and the superintendent.
- I. A teacher shall be released from regular duties without loss of salary to chaperone special educational trips and/or educational conventions attended by students. All such functions shall require prior approval by the administration.
- J. There will be no increment for additional training unless a degree is obtained except masters + 30. Increments become effective beginning of each semester of each year and advancement shall be automatic as of beginning of each semester following completion of required academic or professional work. For teachers whose contracts start on July 1, increments for advanced degrees will become effective on that date.
- K. Any teacher whose payment is based on a five class period will be paid at the rate of 1/5th of regular pay for a six period schedule, 1/6th for a seven period schedule, 1/7th for an eight period schedule.
- L. Substitute teachers shall be paid 75% of base starting salary on day basis. Substitute teachers without degree shall receive \$18.00 per diem.
- M. Credit for experience outside the school system shall be evaluated by the board and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit shall be given for the 5 years of teaching experience, but no credit shall be given for a fractional part of a year. Teachers shall be advanced one step on the salary schedule for between 1 and 3 years of active military service; and two steps for active military service in excess of 3 years. In no case shall the total credit allowed exceed more than five (5) years of teaching experience on the salary schedule.

<u>Step</u>	<u>B.A.</u>	<u>Incre.</u>	<u>M.A.</u>	<u>Incre.</u>	<u>M.A.</u> <u>+ 30</u>	<u>Incre.</u>	<u>Specialist</u>	<u>Incre.</u>
1	5000		5500		5750		6000	
2	5225	225	5725	225	5975	225	6275	225
3	5450	225	5950	225	6200	225	6450	225
4	5900	450	6400	450	6650	450	6900	450
5	6200	300	6700	300	6950	300	7200	300
6	6500	300	7000	300	7250	300	7500	300
7	6800	300	7300	300	7550	300	7800	300
8	7100	300	7600	300	7850	300	8100	300
9	7400	300	7900	300	8150	300	8400	300
10	7700	300	8200	300	8450	300	8700	300
11	8000	300	8500	300	8750	300	9000	300
12			9000	500	9050	300	9500	500
13					9500	450	10000	500
14							10500	500

Non Degree

1	4800	
2	4950	150
3	5100	150
4	5250	150
5	5400	150
6	5600	200
7	5800	200
8	6000	200
9	6200	200
10	6500	300

A teacher will be allowed full credit up to 5 years experience in other school systems when transferring into this system.

Masters Plus 30 Semester Hours

1. Course distribution must meet the following requirements:
Minimums listed in A & B.
 - A. Ten (10) semester hours of work must be in the teacher's major field.
 - B. Ten (10) semester hours must be in courses related to the teacher's major field.
 - C. Ten (10) semester hours may be of the teacher's own choice.
 - D. Teacher must be teaching in his major field.
2. Transcripts of all work taken under this program must be filed with the principal each year as soon as possible after completion of the course.
3. An average of B for all courses taken must be achieved by the teacher under this program.
4. When teacher has met requirements, A, B, C, and D they must present information to the administration and the administrator will place said teacher on proper pay scale.

FHA Sponsor	\$150.00
FFA Sponsor	\$150.00
Band Head	7% of scheduled salary
Band Ass't.	5% of scheduled salary
Play Director	\$150.00 per play
Chorus	\$100.00 per year
Cheerleader Sponsor	\$50.00 per year each
7-8th grade class Sponsor	\$25.00 per year each
9th grade class Sponsor	\$50.00 per year each
10th grade class Sponsor	\$50.00 per year each
11th grade class Sponsor	\$200.00 per year each
12th grade class Sponsor	\$200.00 per year each
G.A.A.	\$150.00 per year

COACHES' SALARIES

	Football Basketball	Wrestling	Baseball Track	Golf Tennis
Head Coach	9-10-11% of teachers base	6-7-8%	6-7-8%	4-5-6%
Varsity Ass't.	7-8-9%			
J.V. Head	5½-6½-7½%: Football 7-8-9%: Basketball 6-7-8%: Freshman Basketball			
J.V. + Junior High	5-6-7%		Baseball 5-6-7%	

- A. All coaching is on a three step plan, with each step representing a year of coaching.
- B. Credit may not be transferred from one level of coaching to another.
- C. Full credit will be allowed for all coaching experience in the Saline Area Schools.
- D. Athletic coaching experience outside the Saline Area Schools may be evaluated by the administration, but in no case shall the credit given exceed the second step on the coaching salary schedule.
- E. Where it is necessary to have more than one coach in a particular sport, one will be designated as head coach.

Summer Employment

Teachers employed under contract in their professional field during the summer shall be paid in addition to their regular school year salary. A summer salary that would be the same as their regular per diem salary multiplied by the number of days worked after the school year ends. The regular per diem salary for each teacher shall be determined by dividing his present regular salary for the school year by 185 days.

Teachers required by administration to substitute during their preparation period shall be paid \$6.00 per class room hour taught.

Teachers required by administration to use their personal means of transportation in school required activities other than travel to and from work shall be paid ten cents per mile.

ARTICLE IV

Teaching Hours

- A. The teachers normal teaching hours in the schools shall be:
 - (1) Teachers arrive no later than 15 minutes before the class schedule begins.
 - (2) Teachers shall leave school no earlier than 15 minutes after the last class unless permission is granted by the principal.
- B. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least 30 minutes.
- C. Class schedule will not start before 8 a.m. or extend beyond 4 p.m.
- D. School to begin September 8.

ARTICLE V

Teaching Loads and Assignments

- () The normal daily teaching load will be as follows:
1. In all schools employing the six period schedule, teachers should be assigned not more than five (5) classes and/ or study halls.
 2. In schools employing the seven (7) period schedule, teachers should be assigned not more than six (6) classes and/ or study halls.
 3. In schools employing the eight (8) period schedule, teachers should be assigned not more than seven (7) classes and / or study halls.
 4. In all schools where there are no **period** schedules, teachers shall be assigned not more than three hundred (300) minutes of classroom instruction, supervised study, and/ or transit time between classes. This three hundred (300) minute limitation shall also apply to items (1), (2), and (3) above.
 5. The above limitations shall not apply to a homeroom or recess period if such a period is included in the daily class schedule. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the District and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.
- () In so far as possible, teachers will be assigned to teach in their area of specialization, and teachers' desires and opinions will be taken into consideration regarding changes in assignment in the various grades, but, in the best interests of the Saline Area Schools, administrative decisions concerning these items must be final, subject only to grievance procedure.
- () Student teachers shall be assigned to tenure teachers only. Whenever possible, no class shall have a student teacher two semesters within the same school year. Student teachers will be under the direct supervision of the assigned teacher at all times unless prior written approval is obtained from the school principal, to deviate from this procedure.

ARTICLE VI

Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the District. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible. The parties agree that the District may assign classroom sizes from the norm to the maximum without formal approval of the Association, but upon request from the Association in writing, the District agrees to furnish its reasons in writing for any such assignment. The maximum class size per teacher in the secondary schools shall be determined whenever possible by the size of the room and the student stations available.

Any requirements for classroom sizes in excess of the maximums will only be by agreement between the District and the Association.

<u>CLASS OR GRADE</u>	<u>NORM</u>	<u>MAXIMUM</u>
Kindergarten	30	36
Elementary Grades (1) thru (6)	25-30	36
English	30	36
Social Studies	30	36
General Education	30	36
Mathematics	30	36
Science	30	36
Language	30	36
Business	30	36
Typing	40	48
Industrial Arts	20	25
Drafting	25	31
Vocational Shops	20	25
Homemaking	20	25
Science Laboratories	24	30
Agriculture	20	25
Art	25	31
Advanced Art	15	19
Physical Education	35	42
Hygiene	30	36

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Science	30	36
Language	30	36
Business	30	36
Typing	40	48
Industrial Arts	20	25
Drafting	25	31
Vocational Shops	20	25
Homemaking	20	25
Science Laboratories	24	30
Agriculture	20	25
Art	25	31
Advanced Art	15	19
Physical Education	35	42
Hygiene	30	36

Teaching Conditions

continued

- B. The District shall furnish without charge accessory wearing apparel for duties that in their opinion require such apparel that would not be considered for ordinary personal use.
- C. The District recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Teachers will be consulted from time to time for the purpose of improving the selection and use of such educational tools, but the final selection will be made by the administration. The District will at all times try to keep the schools reasonably and properly equipped and maintained in so far as finances permit.
- D. Teachers are required to perform functions outside of teaching duties as follows: Collection of money as far as pertains to student needs and supervision of students riding the bus.
- E. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- F. The District shall make available in each school adequate rest-room and lavatory facilities for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Smoking shall be restricted to that room only during the school day.
- G. Adequate telephone facilities shall be made available to teachers for their reasonable use for local calls only.
- H. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages shall be installed at the request of the Association, the proceeds to be used for the existing S.E.A. Scholarship Fund less electricity costs. Vending machine to be maintained by Association.
- I. Parking facilities shall be made available to teachers and teachers shall park only in the area designated by the Administration.
- J. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless it impairs or affects the ability of the individual to perform assigned duties as a teacher.

ARTICLE VI

Teaching Conditions

continued

- K. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE VII

Vacancies and Promotions

- A. The hiring of administrative personnel is the sole responsibility of the Administration and the Board of Education. They shall do everything in their power to secure the person best qualified to fill the position.
- B. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen days.
- C. Any teacher may apply for such vacancy. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels.

ARTICLE VIII

Transfers

- A. Since frequent transfers of teachers from one school to another are necessary but not desirable, it shall be the policy of the Board to take into consideration the desires and wishes of the teachers.
- B. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE IX

Leave Pay

- A. Sick leave shall be granted at the rate of one day per working month with no set limit for accumulated days.
- B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of his accumulated sick leave. Sick leave will be charged at the rate of one-half ($\frac{1}{2}$) day per school day absent.

ARTICLE X

Leaves of Absence

- A. Any teacher whose personal illness extends beyond the period compensated under Article X shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.
- B. Leaves of Absence with pay chargeable against the teacher's sick leave allowance shall be granted for the following reasons:
- (1) For a critical illness in the immediate family, Immediate family is defined as : father, mother, husband, wife, children.
 - (2) One day when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
 - (3) For attendance at the school graduation of a son, daughter, husband or wife.
 - (4) Time necessary for the conduct of personal affairs which cannot normally be handled outside school hours, such as medical and dental appointments over two (2) hours in length when such appointments cannot be made at any other time.
 - (5) Time necessary for attendance at the funeral services of a person whose relationship to the teacher warrants such attendance. Immediate family is defined in this case only as: father, mother, brothers, sisters, their children, aunts, uncles, grandparents, grandchildren or a friend at the discretion of the Superintendent.

(6) Two personal business days with prior administrative approval and deducted from accumulated sick leave.

C. Leaves of absence with pay not chargeable against the teachers allowance shall be granted for the following reasons:

- (1) Medical and dental appointments of less than two hours with administrative approval.
- (2) Absence when a teacher is called for jury service. The amount received from such service shall be subtracted from the teacher's salary.
- (3) Court appearance as a witness in any case connected with the teacher's employment or the school or whenever teacher is subpoenaed to attend any proceeding. The amount received from such service shall be subtracted from the teacher's salary.
- (4) Approved visitation at either schools or for attending educational conferences or conventions. Including M.E.A. meetings.
- (5) Time necessary to take the selective service physical examination.

D. Leaves of Absence without pay shall be granted upon application for the following purposes:

- (1) Study related to the teacher's license field.
- (2) Study to meet eligibility requirements for a license other than that held by the teacher.
- (3) Study, research or special teaching assignment involving probable advantage to the school system.

- E. A maternity leave shall be granted without pay, commencing not later than the end of the fifth month of pregnancy, except that when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester. The tenure teacher shall be entitled to return from such leave at any time before the beginning of the second school year after the birth of the child providing a vacancy exists. A non-tenure teacher shall not be eligible to return, but may reapply.
- F. Leave of Absence will be granted for up to two years to any tenure teacher who joins the Peace Corps as a full-time participant in such program and shall be rehired upon his return if there is a position open and he is qualified for that position.
(See Schedule A, Section V.)
- G. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence of not more than two (2) weeks without pay for the purpose of performing duties for the Association. Teachers given leaves of absence longer than two (2) weeks without pay shall receive credit in proportion to their period of service toward annual salary increment on the schedule appropriate to their rank.
- H. Military leaves of absence shall be granted to any teacher who shall be inducted or enlisted due to pending induction for military duty in any branch of the armed forces of the United States for the normal period of induction or enlistment.
- I. The Board shall grant a leave of absence without pay to any teacher to campaign not more than thirty (30) days for a public office.

ARTICLE XI

Terminal Leave

- A. In appreciation for services to the school district, a terminal leave payment of all accumulated unused sick leave will be paid upon retirement, provided this teacher shall have been employed in the school district for 20 years.
- B. A teacher not teaching 20 years or more in the Saline Area Schools, but of retirement age, will receive a pro-rated amount of terminal leave pay based on the number of years of teaching in the Saline Area Schools in relation to the 20 year basis.

ARTICLE XII

Teacher-Administrator Relations

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- B. A teacher shall be entitled to have a representative of the Association present when written notice of delinquency of professional performance, a warning, a reprimand, or an infraction of discipline is to be entered into the teacher's personnel file.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

ARTICLE XIII

Protection of Teachers

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognized its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps in cooperation with the building principal to relieve the teacher of responsibilities with respect to such pupil. In all cases the decision of the principal shall be final.
- B. Any assault by a child upon a teacher shall be promptly reported to his immediate supervisor. In the event of such an assault, or if a teacher is complained against or threatened with civil court action by reason of disciplinary action taken against a student, the teacher involved may, through the Association, request assistance from the Board in such matter, including financial aid for the services of legal counsel and time lost unless convicted. These requests shall be made to the Superintendent of Schools, whose determination of whether the conduct of the teacher involved justifies any assistance from the Board, and the extent thereof, shall be final.

- C. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention and the teacher shall submit a written reply to the principal and superintendent within five (5) days after such notification.
- D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE XIV

Negotiation Procedures

- A. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select one of its representatives from outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject to such ultimate ratification.
- B. If the parties fail to reach an agreement in any such negotiations, either party may request the assistance of the State Labor Mediation Board who shall exercise the powers and authority conferred upon said Board by Sections 10 and 11 of Act No. 176 of the Public Acts of 1939.
- C. Both parties agree to bargain in good faith and to do all in their power to prevent a disruption of the school program.
- D. Negotiations cut off date 1967-1968 school year April 15, 1967.

Grievance Negotiation Procedure

- A. A school representative shall be appointed for each building by the Association. (Representative shall be a teacher) This appointee shall act as a Building Representative to the teachers of that building on grievance matters and officially represent the teachers in grievance matters with the administration and the Board of Education. The Association shall also establish a Review Committee to review or screen grievances of teachers to determine their validity before negotiations are started. This will help eliminate many unnecessary meetings and disruptions of the school program.
- B. The following steps shall be followed when a grievance arises:
1. The teacher shall first discuss the grievance with the building principal.
 2. If a satisfactory decision is not made the teacher shall file the grievance in writing to the Review Committee to evaluate the merits of the complaint. If the Review Committee decides the grievance is without merit, it shall inform the teacher of their decision and the matter is closed. If the Review Committee decides it does have merit, it shall refer the matter in writing to the principal with a copy to the Superintendent. The principal shall meet with the building representative within ten (10) days in an attempt to resolve the grievance. If a decision is not reached, the building representative and principal shall meet with the Superintendent within five (5) days to present their positions on the grievance. The Superintendent shall render his decision in writing to the building representative and principal within five (5) days.

3. If the issue is still undecided, copies of all written correspondence shall be submitted to the Board of Education and, in addition to the original documents, each side shall be permitted to restate its position in writing to the Board of Education.

4. The Board of Education shall have until the next regular Board meeting to render a written decision. However, special meetings may be called to process grievances requiring more immediate action.

5. If the Board of Education decision is not satisfactory to all parties concerned, an impartial local arbitrator (preferably a resident of the Saline Area School District) agreeable to both parties shall be selected to render a decision which shall be binding on both parties.

In the selection of a local arbitrator, each party shall submit a list of five (5) persons in order of preference. Each list shall be submitted to the other side and, a time not longer than five (5) days, meet to select a person agreeable to both parties.

6. If a grievance should arise, a teacher will carry out assignments as set up by the building principal until a final decision is consummated.

- C. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost.
- D. The cost of any arbitration shall be paid equally by the Board and the Association.

ARTICLE XVI

Strikes and Sanctions

- A. 1. Although the parties recognize that Principals, Assistant Principals, the Superintendent, and the Assistant Superintendents and other supervisory, administrative and executive officials are excluded from the bargaining unit, they also recognize that it is the present policy of the Association to admit such persons to membership in the Association for professional purposes not connected with collective bargaining and/or the administration of this Agreement. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any such supervisory or executive officials because of any decisions, actions or statements made either personally or in the course of their official duty relative to collective bargaining, the administration of this Agreement or the educational policies of the Board. The Association further agrees that it will neither take nor threaten to take any reprisals against the Board, or any member thereof, by reason of any decisions, actions or statements made by them either personally or in the course of their official duty relative to collective bargaining, in the administration of this Agreement or the educational policies of the Board.
2. It is expressly understood that this Section A will not be construed as in any way restricting the right of the Association to take any lawful action or exert any lawful pressure in connection with negotiations for future professional negotiation agreements.

ARTICLE XVII

Miscellaneous Provisions

- A. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they shall call before 7:30 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute or aide.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
(Teachers failing to follow the provisions of the State Tenure Law in regard to contracts shall not be given a recommendation for another position and the Board shall take the necessary step to instigate action to cancel the teacher's teaching certificate.)
- C. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- D. 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.
- E. This Agreement shall not be effective until ratified by the Saline Education Association and the Saline Area School District.
- F. A copy of all faculty memos shall be sent to the Superintendent of Schools.
- G. No part of this agreement may be inconsistent with the Michigan General School Laws or the State Tenure Law.
- H. Professional Study Committees
Professional Study Committees may be established and composed of Board and Association members to investigate matters of common concern in the field of education.

ARTICLE XVIII

Duration of Agreement

This Agreement shall be effective as of _____
and shall continue in effect until the 30th day of June,
1967. This Agreement shall not be extended orally and it
is expressly understood that it shall expire on the date
indicated.