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CONTRACT

Saline Area School District, Board of Ed.

MEA
1216 Kendale
E. Lansing, MI 48823

1967-68

AGREEMENT

BETWEEN

SALINE BOARD OF EDUCATION

AND

SALINE EDUCATION ASSOCIATION

RECEIVED

MAR 1 1968

OFFICE OF
PROFESSIONAL NEGOTIATIONS

2. Yes

3. 6-30-68

4. No

5. Yes

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SALINE EDUCATION ASSOCIATION AND BOARD OF EDUCATION AGREEMENT

This Agreement entered into this 1st day of July 1967 by and between the Board of Education of the Saline Area School District, Michigan, hereinafter called the "Board" and the Saline Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board 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 predominantly upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board 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 understandings which they desire to memorialize,

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

ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all state certificated teaching personnel whether under contract, on leave, on a per diem basis, employed or to be employed in a teaching capacity by the Board excluding: Superintendent, Assistant Superintendent, Principals, Assistant Principals, and supervisors within the meaning of the Public Employment Relations Act. 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 Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II

Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board 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 the Act or other laws of Michigan or the Constitutions of Michigan and the United States; 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, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 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 other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association may be allowed the use of school building facilities for Association business provided that arrangements are made beforehand with the administration in writing, if it does not interfere with regular school or scheduled school activities, and is outside of regular school hours.
- D. Duly authorized representatives of the Association and their respective affiliates may be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Association may have the right to use school equipment, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for this reasonable cost of all materials and supplies incident to such use.
- F. The Association shall have the right to post notices of its activities and matters of Association concern on teachers' lounge bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communications to teachers. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.

- G. The Board agrees to make available to the Association in response to reasonable request from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- H. The Board shall discuss with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.
- I. 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. Consistent with the Code of Ethics of the Education Profession, the private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- J. 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 and without regard to race, creed, religion, color, national origin, age, sex, marital status.

ARTICLE III

Rights of the Board

- A. 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.
- B. 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 IV

Deductions for Professional Fees

- A. The Board agrees to deduct professional fees from teachers salaries upon receipt of written authorization from individual teachers. These fees shall be used to pay membership in the Saline Education Association, the Michigan Education Association, and the National Education Association for all teachers who so desire.
- B. The deduction of fees shall be from one regular pay check each month for (10) ten months, beginning in September and ending in June of each year and the Board agrees to promptly remit to the association all fees so deducted.
- C. The Association shall hold the Board harmless on account of any dues deducted and remitted to the Association pursuant to this agreement.

ARTICLE V

Teaching Hours and Class Loads

- 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. On Fridays or on days preceeding holidays or vacations, the teaching day shall end at the close of the pupil's day. In case of emergency teachers shall be expected to remain with the students.
- 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. 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.

- (6) Vocational teachers shall not be required to conduct classes requiring more than four lesson preparations per day during any given semester. Assuming six class periods per day would provide:
- a. Four periods of classroom instruction, if B and C are included.
 - b. One period for supervised work experience programs, land laboratory, FFA Chapter work
 - c. One period for conference and preparation
- E. 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.
- F. Student teachers shall be assigned only to tenure teachers or to teachers with not less than 2 years experience.
- G. Elementary teachers may use for preparation all time during which their entire class is receiving instruction from various teaching specialists.
- H. No teacher shall be assigned more than the normal teaching load as set forth in this Article.
- I. Daily preparation for effective teaching, correcting examination papers, themes, attending faculty meetings and similar activities require many hours of application outside the classroom and add to the professional responsibilities of the teacher. In addition, demands are made for attendance at staff conferences, parent-teacher conferences, room-parents meetings, and the like, which demands can readily become excessive. It is accordingly agreed that if such extra-curricular activities shall exceed 2 hours per week, or 8 hours per month, the Board will pay the teacher for any work in excess thereof at the teacher's hourly rate. Attendance at one open house per year may exceed the two-hour limit per week.
- J. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

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.
- B. 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	34
Elementary Grades (1) thru (6)	25-30	34
English	30	35
Social Studies	30	35
General Education	30	34
Mathematics	30	35
Science, General	30	35
Language	30	34
Business	30	34
Typing	40	44
Industrial Arts	20	25
Drafting	25	30
Vocational Shops	20	25
Homemaking	20	25
Science Laboratories	24	30
Agriculture	20	24
Art	25	31
Advanced Art	15	22
Physical Education	35	40
Hygiene	30	34

- C. 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.

- D. 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 and use of such educational tools will be made by the administration. The District will at all times keep the schools reasonably and properly equipped and maintained in so far as finances permit.
- E.. 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 from the homeroom to the bus.
- F. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- G. The District shall make available in each school adequate restroom 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.
- H. Adequate telephone facilities shall be made available to teachers for their reasonable use for local calls only.
- I. 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 the Association.
- J. Parking facilities shall be made available to teachers and teachers shall park only in the area designated by the administration.
- 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.

ARTICLE VII

Department Chairman

- A. The teachers in any department of the secondary schools which has 5 or more members shall select a department chairman. This chairman shall be selected from their members in cooperation with the principals.
- B. The department chairmen, so selected, shall receive a compensation of 2% of the base BA salary. The position of department chairman shall not be considered as a supervisory position.
- C. The departmental chairman's duties shall be determined by the Principal and Department Chairman.

ARTICLE VIII

Qualifications and Assignments

- A. The employment of teachers under special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study and the Association shall be so notified in each instance.
- C. All teachers shall be given written notice of their tentative schedules for the forthcoming year no later than the last day of school. In the event that changes in such schedules are proposed, all teachers affected shall be consulted. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same. Second semester schedule changes shall be made known to the teacher no later than 3 weeks prior to the end of the semester.
- D. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B-1, the summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.
- E. Teachers employed for the full year shall be entitled to two (2) weeks paid vacation during the summer recess, with these weeks being scheduled within the summer program at the option of the teacher.

ARTICLE IX

Vacancies, Promotions, and Transfers

- 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.
- D. 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. Whenever transfers are necessary, prompt notification shall be given to the teacher transferred.
- E. 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.
- F. Requests for transfer to another building or assignment must be made prior to March 1 for the ensuing school year commencing the following September.

ARTICLE X

Illness or Disability Leave

- A. Sick leave, to be used for absences caused by illness or physical disability of the teacher or for sickness or death in the immediate family, shall be credited as follows:
- 1 - 10 years of service in the district --
1 day per month
 - 11 - 20 years of service in the district --
 $1\frac{1}{2}$ days per month.
 - 21 - and above years of service in the district--
2 days per month.
- B. Days used for which sick leave has not been accumulated shall be deducted from the teacher's salary. When sufficient sick leave has been accumulated to offset the deduction, the teacher will be reimbursed in the amount of the deduction. The unused portion of such allowance shall accumulate from year to year without limitation.
- C. The administration or the association may request a doctor's certificate attesting to the illness of any teacher after an absence of 5 consecutive school days.
- D. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year and the leave may be renewed each year upon written request by the teacher.
- E. Absence due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days. The Board shall pay to such teacher the difference between his salary and benefits received under the Michigan Workmen's Compensation Act for the duration of such absence, or not longer than 52 weeks from the date of the accident or illness.
- F. At the beginning of each school year each teacher shall contribute one day of the foregoing sick leave allowance to a common bank to be administered by the Association. Teachers who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals as determined by the association from the common bank, provided that there are sufficient days available in the bank.

ARTICLE XI

Personal Business

- A. At the beginning of every school year, each teacher shall be credited with (1) one day to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his principal at least 2 days in advance, except in cases of emergency. No personal leave day may be taken except in case of emergency, immediately before or after a holiday. In addition a teacher may use 1 day of his sick leave for personal business.
- B. Time for jury duty or to give testimony in any court shall be granted without being charged to the teacher. The amount received from such service shall be subtracted from the teacher's salary.
- C. Approved visitation at other schools or for attending educational conferences or conventions, including M.E.A. meetings, shall not be charged against the teacher.
- D. Time necessary to take the selective service physical examination shall be granted without charge to the teacher.

ARTICLE XII

Sabbatical Leave

- A. Teachers who have been employed by the school for seven years may be granted a sabbatical leave for one year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid one year at $1/2$ of the years contractual salary or 1 semester at $1/4$ of the years contractual salary. This will be retroactive.
- B. A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- C. A teacher shall return to and teach in the Saline School System for not less than two years after said leave or reimburse the school the amount paid during said Sabbatical Leave.
- D. Sabbatical leave will be limited to 1% of the faculty in any one school year.
- E. Application must be made to the Office of the Superintendent not later than February 1 of the preceding school year.

ARTICLE XIII

Unpaid Leaves of Absence

- A. A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his professional responsibilities; provided said teacher states his intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period, if a position for which the teacher is qualified is available.
- B. A military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States for the term of his original induction. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- C. A leave of absence of one year shall be granted to any teacher upon application for the purpose of serving as President of the Michigan Education Association or National Education Association. Upon return from such leave such teachers shall be placed at the same position on the salary schedule as they would have been had they taught in the system during such period.
- D. A leave of absence shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a full time public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the system during such period, if a position for which the teacher is qualified is available.
- E. Maternity leave of up to five (5) years shall be granted, commencing not later than the end of the sixth (6th) 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. Return from such leave will be no earlier than six (6) weeks after the termination of the pregnancy. A female teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which she went on leave, if a position for which the teacher is qualified is available.

ARTICLE XIV

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 Saline 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.
- C. In the event a teacher has reached retirement and has no accumulated sick leave, a minimum terminal leave pay consisting of 5 per cent of the last annual salary shall be paid, if employed 10 years or more in the Saline School System.
- D. Terminal leave may accumulate to a maximum of \$2500.

ARTICLE XV

Academic Freedom

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Consistent with the Code of Ethics, freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE XVI

Teacher Evaluation

- A. The administration shall organize a Program of evaluation for tenure and probationary teachers which shall be directed toward helping the teacher succeed in his respective assignment. The program of evaluation shall be uniform throughout the district.
- B. Evaluation of probationary teachers shall be made by a building administrator after three classroom observations of at least 25 minutes duration. Two of the three observations shall be evaluated in written form and placed in the teachers personnel file.
- C. Evaluation of probationary teachers shall be made each year approximately two months following the teachers entrance on duty, another in the middle of the probationary year, and the last to be ninety days prior to the end of the probationary school year.
- D. All monitoring or observation of a teacher shall be conducted openly and with full knowledge of the teacher.
- E. It shall be the objective of the administration to provide professional assistance to the teacher in the form of consultation following the evaluations.
- F. Tenure teachers shall be evaluated at least once every two years.
- G. Should a probationary teacher feel that he has been unjustly evaluated he may present his case to the Superintendent and/or the Board of Education. Each teacher shall have the right upon request to review the contents of his personnel files. He shall have the right to have an Association representative accompany him in such review. Privileged information such as confidential credentials from universities and other items relating to personal references normally sought at the time of employment, are specifically exempt from such review.

ARTICLE XVII

Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. The Board recognizes that the code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. In addition to the normal disciplinary actions to be taken by the administration for breaches of proper performance by the teacher, such breaches which may relate to the Code of Ethics shall be promptly reported to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.
- D. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, including adverse evaluation of teacher performance that is without just cause, asserted by the Board or representative thereof, shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

ARTICLE XVIII

Professional Improvement

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.

ARTICLE XIX

Student Discipline and Teacher Protection

- A. Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for Psychotherapy. Whenever upon evaluation it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupils.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may within reason use such force as is necessary to protect himself from attack or to prevent injury to another student.
- C. A teacher may exclude a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.
- D. Suspension of students from school may be imposed only by a principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted.
- E. Any case of assault upon a teacher in performance of assigned duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

ARTICLE XIX, CONT'D.

- F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- G. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

ARTICLE XX

Reductions in Personnel

- A. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible those teachers with permanent teaching certificates having the longest service in the district. The Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.

ARTICLE XXI

Continuity of Operations

- A. During the term of this agreement the Association shall not authorize, cause, engage in or sanction any strike, picketing, or refusal to perform the duties of employment by any teacher or teachers and no teacher shall cause or participate in a strike, picketing, or refusal to perform the duties of his or her employment.
- B. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God and nothing shall require teachers to report for work in such circumstances.

Professional Compensation

- A. The base salary for a beginning inexperienced teacher holding a baccalureate degree shall be \$5,900.
- B. New teachers shall be given full credit up to and including six years of previous teaching experience. Military experience shall receive credit on the salary schedule of one step for each two years of military service to a maximum of two steps on the schedule. This credit is not retroactive and is not in addition to but included in the six mentioned in this paragraph.
- C. After a teacher has served in the school district for fifteen years he will receive a longevity payment of five percent (5%) of current salary. Thereafter for each additional five years of service he will receive an additional longevity payment of five percent (5%) of current salary.
- D. The Salary Schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement.
- E. A teacher's hourly rate shall be \$5.00. This shall refer to Article V, Section I.
- F. Teachers involved in extra duty assignments set forth in Schedules B 1 and 2 which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed Schedules without deviation.
- G. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of ten cents (10¢) per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide property damage liability insurance protection for teachers when their personal automobiles are used as provided in this section.

ARTICLE XXIII

Insurance Protection

The Board agrees to furnish to all teachers the following insurance protection:

- A. The Board shall provide without cost to the teacher group life insurance protection which shall pay to the teacher's designated beneficiary the sum of \$5,000. upon death.
- B. The Board shall pay up to \$110.88 per year per teacher for health insurance coverage. This amount may, at the teacher's option be applied as follows:
 - 1. Individual or family Blue Cross-Blue Shield of the type presently offered by the Saline Board; or
 - 2. Individual or family NEA Basic and Major Medical and NEA income and life protection benefits.
 - 3. Individual or family may also use part of said amount toward any income protection plan or life, Washington National included, or annuity policy.
- C. Teachers shall have the option of providing and paying for their protection comprehensive public liability insurance in an amount not less than \$100,000.00 for each occurrence or accident. Coverage shall be sufficiently broad to protect teachers involved in extra-curricular activities carried on directly or indirectly under the auspices of the Board or its representatives and shall include protection against risk of injury from unusual hazards incident to supervising athletics, teaching shop, or art.
- D. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve-month period commencing October 1, 1967 and ending September 30, 1968.

ARTICLE XXIV

Special Teaching Assignments

- A. Assignments for the Adult Education, Driver Education, Vocational Agriculture and Summer School Programs will be made by the Board on the basis of preference to teachers possessing permanent teaching certificates regularly employed in the district during the normal school year. No teacher shall be required to work a split shift or to teach less than three hours in any Summer School Program. Payment for the Summer Vocational Agriculture program will be based on a standard seven and one-half hour school day. Payment shall not exceed the actual hours worked. Teachers shall be compensated for teaching in any of such programs at not less than their hourly rate, as set forth in Article XXII, Sec. E, page 27.
- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may 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 teacher. Substitutes with a degree shall be paid for a regular teaching day the sum of \$24.00 per day. Without a degree, the sum paid will be \$20.00 per day.
- C. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such teacher simultaneously. A teacher shall receive as compensation for such efforts the stipend paid by the teacher training institution.

ARTICLE XXV

Professional Grievance Procedure

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.
- C. Within five (5) school days of receipt of the grievance, the principal or supervisor shall meet with the grievant and the representative of the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three days of such meeting, and shall furnish a copy thereof to the Association.
- D. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three school days of such meeting (or eight (8) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five school days the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three school days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within three school days of such meeting (or six (6) school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven days thereafter. A copy of such disposition shall be furnished to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to an arbitration panel. The arbitration panel shall consist of a person selected by the Board, a person selected by the

Article XXV, Cont'd

Association, and a third person mutually agreed upon by the designees aforementioned. If the parties cannot agree as to the third person he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrators shall have no power to alter, add to or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrators and agree that judgment thereon may be entered in any court of competent jurisdiction.

- G. The fees and expenses of the arbitrator shall be shared equally by the parties.
- H. 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.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

ARTICLE XXVI

CURRICULUM ADVISORY COMMITTEE

- A. A Curriculum Advisory Committee shall be established to serve as a coordinating and planning group for the system-wide Saline Area Schools curriculum concerns.
- B. The appointment of the committee shall be made by the Superintendent of Schools and the President of the Association.
- C. The Committee shall meet regularly.
- D. The Committee will have responsibility for helping to plan for staff involvement in system-wide Curriculum study, for finding teachers interested in, and willing to devote time to, curriculum studies at all levels; for facilitating their organization and work.
- E. The Committee shall cause to be effected a study of the extent to which the achievements of racial and ethnic groups get fair recognition and the extent of equal educational opportunity, in the Saline Area School Curriculum and ways of improvement.

ARTICLE XXVII

Negotiation Procedures

- A. Ninety days prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the 1968-1969 year.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board of Education the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.

ARTICLE XXVIII

Miscellaneous Provisions

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of 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. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

ARTICLE XXIX

Duration of Agreement

This Agreement shall be effective as of July 1, 1967, and shall continue in effect until the 30th day of June, 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By Hallie Jane Mebler
Its President

By Ragnard Burkhardt
Its President

By Robert H. Melby
Its Secretary

By James H. ...
Its Secretary

By Alta J. Early
Chairman, Negotiating Comm.

By ...
Member

By George J. Bonick
Negotiating Committeeman

By ...
Member

By Donald H. Jeger
Negotiating Committeeman

By ...
Member

By Jay C. Starkey
Negotiating Committeeman

By Hugh Justin
Member

By Howard J. McLann
Negotiating Committeeman

By ...
Member

Dated this 14th day
of September 1967.

Schedule A
SALINE AREA SCHOOLS
1967-68 CALENDAR

FIRST SEMESTER

Sept. 14-all teachers report
 Sept. 15-----1
 Sept. 18-22-----5
 Sept. 25-29-----5
 Oct. 2-6-----5
 Oct. 9-13-----5
 Oct. 16-18-----3
 Oct. 19-20-----State Institute (2)
 Oct. 23-27-----5
 Oct. 30-----1

1st Period ends
 Monday
 30 Attendance

SECOND SEMESTER

Feb. 5-9-----5
 Feb. 12-16-----5
 Feb. 19-23-----5
 Feb. 26-29-----4
 March 1-----1
 March 4-8-----5
 March 11-15-----5

4th period
 ends
 Friday
 30 Attendance

Oct. 31-----1
 Nov. 1-3-----3
 Nov. 6-10-----5
 Nov. 13-17-----5
 Nov. 20-22-----3 Thanksgiving
 Nov. 27-30-----4 Nov. 23-24 Vacation
 Dec. 1-----1
 Dec. 4-8-----5
 Dec. 11-13-----3

2nd period ends
 Wednesday
 30 Attendance

Mar. 18-22-----5
 Mar. 25-29-----5
 Apr. 1-5-----5
 Apr. 8-12-Spring Vacation
 Apr. 15-19-----5
 Apr. 22-26-----5
 Apr. 29-30-----2
 May 1-3-----3

5th period
 ends
 Friday
 30 Attendance

Dec. 14-15-----2
 Dec. 18-21-----4 Dec. 22-Jan. 1
 Jan. 2-5-----4 Vacation
 Jan. 8-12-----5
 Jan. 15-19-----5
 Jan. 22-26-----5
 Jan. 29-31-----3
 Feb. 1-2-----2

3rd period ends
 Friday
 30 Attendance

May 6-10-----5
 May 13-17-----5
 May 20-24-----5
 May 27-29-----3
 May 31-----1
 June 3-7-----5
 June 10-14-----5
 June 17-----1

6th period
 ends Mon.
 30 Attendance

180 Attendance

June 18-----Reports
 June 19-----Reports-Graduation

Exams AM each day, last three
 days end of semesters
 Teachers all day-no students PM

	<u>BA</u>		<u>MA</u>		<u>Schedule B</u> <u>MA+30</u>		<u>Ed.</u> <u>Specialist</u>		<u>Non-Degree</u>	
1.	5900		6500		6800		6900		5400	
2.	6100	200	6750	250	7100	300	7200	300	5625	225
3.	6500	400	7150	400	7600	500	7700	500	5850	225
4.	6850	350	7500	350	8050	450	8150	450	6100	250
5.	7200	350	7900	400	8500	450	8600	450	6350	250
6.	7550	350	8300	400	8950	450	9050	450	6600	250
7.	7900	350	8700	400	9400	450	9500	450	6850	250
8.	8250	350	9100	400	9850	450	9950	450	7100	250
9.	8600	350	9500	400	10,300	450	10,400	450	7350	250
10.	9000	400	9900	400	10,800	500	10,850	450	7600	250
11.	-----	---	10,400	500	11,350	550	11,350	500	7850	250

The Association and the Board mutually agree that deviations in the schedule will be allowed only in the Industrial Arts area. In such instances where this becomes necessary it is agreed that the deviation is not to exceed two steps above where the employee would normally be placed on the schedule.

Schedule B-1

Extra Service Duties (Based on B.A. Beginning Salary)
 1967-68 (\$5900)
 Rounded to Nearest Dollar

Graduation	.017-----	\$100
Honor Society & Honor Roll	.017-----	100
FHA Sponsor	.017 each sponsor-	100
FFA Sponsor	.0254-----	150
Play Director	.0254-----	150 (each)
Chorus	.017-----	100
Cheerleader sponsors	.0085-----	50
Class sponsor		
7 & 8	.0043-----	25
9 & 10	.0085-----	50
11& 12	.034-----	200
GAA	.051-----	300
FNC	.0085-----	50
FTA	.0085-----	50
Debate & Forensics	.0085-----	50
Jr. High Student Council	.0085-----	50
Science Clubs	.0085-----	50

Timekeepers, scorekeepers, ticket sellers, crowd control attendants, etc. \$7.50 per activity.

Schedule B-2

COACHES' SALARIES

Current Salary Used

	<u>Football</u> <u>Basketball</u>	<u>Wrestling</u>	<u>Baseball</u> <u>Track</u>	<u>Golf</u> <u>Tennis</u>
Head Coach	9-10-11%	6-7-8%	6-7-8%	4-5-6%
	of teachers base			
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.

Special Ed. - 10% of (B) current salary

Band - Head - 7% of current salary

Ass't. 5% of current salary

Schedule C Cont'd.

STEP III

(If Step II is appealed, do A and B)
(If not appealed, do C and D)

- A. Date appeal received by Association _____
B. Position _____

- C. Date received by Superintendent _____
D. Position _____

Signature _____ Date _____

STEP IV

- A. Date received by Board of Education _____
B. Disposition _____

Signature _____ Date _____

STEP V

- A. Date submitted to Arbitrator _____
B. Disposition _____