

6/30/74

SALINE AREA SCHOOLS MASTER AGREEMENT 1973

Saline

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*Saline Area Schools
Saline, Michigan 48176*

A G R E E M E N T

THIS AGREEMENT entered into this _____ day of _____, 1973 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 is influenced by 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.

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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 in a teaching capacity by the Board excluding: Superintendent, Assistant Superintendent, Principals, Assistant Principals, and Supervisors within the meaning of the Public Employees 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.
- C. The terms "Board" and "Association" shall include their members, authorized officers, representatives, and agents.

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that teachers 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. The Board 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; nor will it 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 lawful activities of the Association or collective bargaining or negotiations with the Board, or his

institution of any matter pursuant to Article XXV herein. The rights and responsibilities contained herein shall be deemed to be in addition to those contained in the above mentioned laws.

- B. 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.
- C. Duly authorized representatives of the local Association may be permitted to transact official Association business on school property at all reasonable times, i.e., prior to fifteen (15) minutes before school starts, during the lunch period, and fifteen (15) minutes following the close of school, provided that this shall not interfere with or interrupt normal school operations. Association officials who are not employees of the Board shall be permitted to transact official Association business under the above mentioned conditions, provided they first report to the principal's office upon entry and inform the principal of their presence.
- D. 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 incidental to such use.
- E. 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 regarding Association business. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.

- F. The Board agrees to make available to the Association in response to reasonable request from time to time 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. Likewise, the Board agrees to make available to the Association, in response to reasonable written request, factual information necessary for the Association to process a grievance, excluding confidential information.
- G. The Board shall, upon written request, give the Association and individual teachers a reasonable opportunity to discuss their views with the Board before the Board takes final action on proposed referenda on operating millages, proposed major revisions of educational policy, and major construction programs.
- H. 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 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, unless it interferes with his teaching performance.
- I. 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 or marital status.

- J. The Association agrees that it shall admit all teachers to its membership without discrimination by reason of race, creed, religion, color, national origin, age, sex, or marital status, and to represent all teachers equally. Further, the Association agrees that neither it nor its members will discriminate, intimidate, or coerce any employee in respect to Association activity or membership.
- K. The Board shall place on the agenda of any regular Board meeting matters properly brought to its attention by the Association through the Superintendent.

ARTICLE III - BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board reserves all responsibilities, powers, rights, and authority vested in it by the laws and Constitutions of Michigan and the United States and those which have been heretofore properly exercised by it, including such things, among others, as the determination and administration of educational policy, the operation of the school, the management and control of school properties, facilities, grades, and courses of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion, discipline, or dismissal of all personnel.
- B. The exercise of these responsibilities, powers, rights, and authority and the adoption of rules, regulations, and policies in connection therewith shall be limited by the express and specific terms of this Agreement.

ARTICLE IV - DEDUCTIONS FOR PROFESSIONAL FEES

- A. The Board agrees to deduct regular, periodic dues from teacher's salaries upon receipt of written authorization from individual teachers. These dues shall be used to pay membership in the Saline Education Association, the Michigan Education Asso-

ciation and the National Education Association for all teachers who so desire.

- B. The deduction of dues shall be from one regular pay check each month for ten (10) months, beginning in September and ending in June of each year, and the Board agrees to promptly remit to the Association all dues 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.
- D. The Board agrees to make voluntary payroll deductions for AAASCUS Credit Union upon written authorization by the teacher. Changes in amounts deducted will not be granted after September 15 of each school year except for good cause and only if approved by the Superintendent. Changes in amounts deducted as a result of a new loan shall not require the Superintendent's approval. The Board will also continue to permit payroll deductions for the United Fund under the conditions as approved above.

ARTICLE V - TEACHING HOURS AND CLASS LOADS

- A. The teacher's normal teaching hours in the schools shall be:
 - 1. Teachers arrive no later than fifteen (15) minutes before the class schedule begins.
 - 2. Teachers shall leave school no earlier than fifteen (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 thirty (30) minutes.

- C. Class schedule will not start before 8:00 a.m. or extend beyond 4:00 p.m. unless mutually agreed otherwise.
- 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 period schedule, teachers should be assigned not more than six (6) classes and/or study halls.
 3. In schools employing the eight 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 (4) lesson preparations per day during any given semester, assuming six (6) class periods per day would provide:

- a. Four (4) periods of classroom instruction, if (b) and (c) are included.
 - b. One (1) period for supervised work experience programs, land laboratory, F.F.A. Chapter work.
 - c. One (1) period for conference and preparation.
- E. Insofar 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 two (2) years' experience.
- G. Elementary teachers may use for preparation all time during which their entire class is receiving instruction from various teaching specialists. In order to provide elementary teachers with a maximum of preparation time, the Board will make a reasonable effort to provide qualified substitutes capable of carrying out the particular activity whenever music, physical education and art teachers are absent.
- 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 two (2) hours per week, or eight (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 (1) open house per year may exceed the two (2) hour limit per week.

- J. A teacher engaged in negotiations or in arbitration with the Board as a representative of the Association shall be released from his teaching duties without loss of salary. However, the parties agree to schedule such meetings outside school hours, where possible.

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. It is further agreed that the Superintendent will, upon request of the association, meet periodically with a representative of the Association to identify class size overloads and potential class size problems and to explore ways of relieving the situation.

- B. Any requirements for classroom sizes in excess of the maximums will only be by agreement between the District and the Association. Provided, however, the parties agree that in the event of an emergency, or a stringent situation the Board can make adjustments in class size beyond the maximum without the Association's agreement for a limited period of time.

| <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 |
| General Science | 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 insofar 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. In the event of a reported bomb scare, the teachers will not be assigned the duty of searching for the bomb, but rather, their responsibility shall be to supervise the students.
- 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 room in which smoking shall be permitted. Smoking shall be restricted to that room only during the school day.
- H. Adequate telephone facilities in every faculty room 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.

ARTICLE VII - DEPARTMENT CHAIRMAN

- A. The teachers in any department of the secondary schools which has five (5) or more members shall select a department chairman. This chairman shall

be selected by mutual agreement of the members in the department and the principals.

- B. The department chairmen, so selected, shall receive a compensation of two per cent (2%) of the teacher's current 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 President is notified in advance in each instance in writing. The Superintendent will keep the Association informed that State Department of Education regulations have been complied with.
- 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 fifteenth (15th) day of August preceding 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 three (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 Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. However, the hiring of administrative personnel is the sole responsibility of the administration and the Board of Education. Teachers shall be transferred to the bargaining unit from a supervisory or executive position in the school district pursuant to the applicable laws and shall be credited with the amount of sick leave accumulated at the time of transfer.
- B. 1. Whenever any vacancy in any professional position in the district arises by virtue of a newly created position, a death, leave, or resignation, the district shall within five (5) days publicize the same by giving written notice of such vacancy to the Association President and by providing for the appropriate posting in every school building. No openings shall be filled except in case of emergency until such openings shall have been posted for at least ten (10) school days. Any qualified teacher may apply in writing for said openings within the above time limit.

2. In recognition of the fact that a teacher may wish to apply for an opening occurring between June 1 and the beginning of the new school year, the District agrees to accept written applications from teachers expressing a desire for a different position and place them on file in the superintendent's office. Teachers are expected to file said written applications by June 1 with the superintendent. In the event of an opening occurring after June 1, the District will make every effort (by mail/telephone) to notify all applicants of said opening. Should a vacancy occur, the teacher will be notified in writing of the vacancy. The teacher has the responsibility of indicating further interest in the position within five days of receiving the notification of the vacancy. Information will be sent by registered letter with a return receipt. The return receipt will be evidence of attempt to deliver the communication to the teacher's summer address. If the teacher is not at the summer address, the request is void.

C. The parties recognize that some transfers (from one building to another) for administrative purposes and to insure a fair distribution of experienced and qualified teachers throughout the District may be necessary. They also recognize that involuntary transfers from one building to another may be undesirable and should be minimized. Therefore, it shall be the policy of the Board to take into consideration the desires and wishes of the teacher along with the needs and interests of the school system whenever such a transfer is made. The Superintendent shall promptly notify the teacher involved. Upon request of said teacher, the Superintendent shall inform the teacher for the reasons for the transfer. If the teacher objects to such transfer he may file a grievance but said grievance may not be processed beyond the third step (Board level) of the grievance procedure.

D. Requests for transfer to another building or assignment must be made prior to March 1 for the ensuing school year commencing the following September.

REQUEST FOR TRANSFER

Name _____

To Grade or Level _____

From School _____

To School _____

Reasons for Transfer _____

Qualifications of Applicant: _____

Address: _____

Summer address where the teacher can be reached during the summer, and phone number.

One copy shall be filed with the Principal of the building where the teacher is teaching.

One copy to the principal of the building to which a transfer is requested.

One copy with the Association.

One copy with the Superintendent.

ARTICLE X - ILLNESS OR DISABILITY LEAVE

- A. Sick leave may be used for absences caused by illness or physical disability of the teacher. Sick leave may also be used for sickness or death in the immediate family not to exceed fifteen (15) days in any school year unless otherwise approved by the Superintendent and the Association. The immediate family shall be defined as father, mother, spouse, children, brother, sister, father-in-law, mother-in-law, grandchildren or grandparents. Sick leave shall be credited as follows:
1. All teachers employed in the district will be credited with sick leave at the beginning of the school year in accordance with the following schedule:
 - a. one to ten years of service in the district-----10 days
 - b. eleven to twenty years of service in the district-----15 days
 - c. twenty-one years and over of service in the district-----20 days
- B. 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 five (5) consecutive school days.
- D. Absence due to injury or illness incurred in the course of the teacher's employment compensable under the Michigan Workmens' Compensation Act 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 Workmens' Compensation Act for the duration of such absence during that school year, provided, however, if the same absence continues into the

succeeding school year, the Board shall continue to pay said difference for tenure teachers up to a maximum of one year from the date of said accident or illness.

- E. 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. Unused sick bank days shall accumulate from year to year.
- F. In order to protect the children of the district, upon recommendation of the superintendent and with the approval of the Association, the Board may, at its expense, have a teacher take a physical or mental examination to determine whether involuntary sick leave is warranted.
- G. Health Leave. A tenure 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 or fringe benefits for the duration of such illness or disability, up to one year. A further extension shall be at the discretion of the Board.
 - 1. An employee on a health leave of absence shall give written notice to the superintendent of schools by April 15th of the year the leave expires if he intends to resign.
 - 2. The notice of intention to return to duty after a health leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill his duties. In addition, the Board, at its expense, may require the teacher to submit to an examination by an independent physician to further substantiate the teacher's ableness to return to work.

3. The teacher shall be entitled to return to his same position when it is available, or the first available comparable position for which he is qualified.
4. When an employee is granted a health leave of absence, he shall, upon re-employment, retain the following employment rights held by him before such leave was granted:
 - a. The same position on the salary schedule held prior to leave of absence.
 - b. Unused sick leave held at the start of the leave of absence.

ARTICLE XI - PERSONAL BUSINESS

- A. At the beginning of every school year, each teacher shall be credited with two (2) days 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 one (1) day 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. It is understood that personal business days may be taken in blocks of one-half (1/2) days. Personal business days shall not be taken during the last two (2) days of each semester unless approval has been granted by the Superintendent.
- B. A leave of absence with pay shall be granted regular full time teachers who are summoned and report for jury service, provided that the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis as set forth in Article XXII of this Agreement and the daily jury duty fee paid by the court for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work.

- C. Time off without loss of salary shall be allowed to make visitations to view ofhter instructional techniques or programs and to attend educational conferences, workshops or seminars, including M.E.A. or N.E.A. sponsored events not involving arbitration, negotiation or grievance processing provided no teacher shall take more than three (3) days in the school year for such purposes and provided further the teacher may be requested to file a report with the Superintendent within one week of his attendance at such visitation, conference, workshop or seminar. All requests must be submitted at least one week in advance and must be approved by the Superintendent.
- D. Time necessary to take the selective service physical examination shall be granted without charge to the teacher.
- E. A leave of absence shall be granted to a teacher for required court appearance as a non-party witness or when a party defendant incident to his employment, provided that the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis as set forth in Article XXII of the Agreement and the daily witness fee paid by the court.

ARTICLE XII - SABBATICAL LEAVE

- A. Teachers who have had a minimum of seven (7) years of continuous service in the Saline School District may be granted a sabbatical leave not to exceed one (1) year. Teachers on sabbatical leave for the entire year will receive fifty per cent (50%) of their base salary. Teachers on sabbatical leave for one semester will receive twenty-five per cent (25%) of their base salary. The school district will continue to pay the insurance premium pursuant to Article XXIII during the sabbatical period.
- 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. Unused sick leave held at the start of the leave shall be restored upon return.

- C. Before beginning a sabbatical leave, the teacher shall enter into a contract with the district to return to active service in the Saline Public School District for a period of at least two (2) years after the expiration of such leave. A teacher who does not fulfill this agreement shall repay the full amount received for the sabbatical.
- D. Sabbatical leave will be limited to one per cent (1%) of the teachers in the unit in any one school year.
- E. Application must be made to the Office of the Superintendent not later than February 1st of the preceding school year.

ARTICLE XIII - UNPAID LEAVES OF ABSENCE

- A. A one (1) year leave of absence without pay and fringe benefits shall be granted to any tenure teacher who applies in writing by April 15th of the preceding school year for the purpose of participating in exchange teaching programs in other states, territories, or countries, foreign or military teaching programs; the Peace Corps, Teachers' 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. Such leave shall commence prior to the beginning of or at the conclusion of a school year. A renewal of said leave shall be at the discretion of the Board.
 - 1. An employee on such a leave of absence shall give written notice to the Superintendent of Schools by April 15th of the year the leave expires if he intends to resign.
 - 2. The teacher shall be entitled to return to his same position when it is available or the first available comparable position for which he is qualified.

3. When an employee is granted such a leave of absence, he shall, upon re-employment, retain the following employment rights held by him before such leave was granted:
 - a. Unused sick leave held at the start of the leave of absence.
 - b. The regular salary increment occurring during such period shall be allowed.
- 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 reinstated upon completion of such service in accordance with the requirements of Act 145 of the Public Acts of 1943 as amended and placed at the same position on the salary schedule as he would have been had he taught in the district during such period. Upon re-employment, unused sick leave held at the start of the leave shall be restored.
- C. A one (1) year leave of absence without pay and fringe benefits shall be granted to any tenure teacher upon written application for the purpose of service as president of the Michigan Education Association or National Education Association.
 1. An employee on such a leave of absence shall give written notice to the superintendent of schools by April 15th of the year the leave expires if he intends to resign.
 2. The teacher shall be entitled to return to his same position when it is available or the first available comparable position for which he is qualified.
 3. When an employee is granted such a leave of absence, he shall, upon re-employment, retain the following employment rights held by him before such leave was granted:

- a. Unused sick leave held at the start of the leave of absence.
 - b. The regular salary increment occurring during such period shall be allowed.
- D. A one (1) year leave of absence without pay and fringe benefits shall be granted to any tenure teacher who applies in writing by March 1st of the preceding school year for the purpose of campaigning for himself or serving in an elected public office. Such leave shall commence prior to the beginning of or at the conclusion of a school year. A renewal of said leave shall be at the discretion of the Board.
1. An employee on such a leave of absence shall give written notice to the superintendent of schools by April 15th of the year the leave expires if he intends to resign.
 2. The teacher shall be entitled to return to his same position when it is available or the first available comparable position for which he is qualified.
 3. When an employee is granted such a leave of absence, he shall, upon re-employment, retain the following employment rights held by him before such leave was granted:
 - a. Unused sick leave held at the start of the leave of absence.
 - b. The regular salary increment occurring during such period shall be allowed.
- E. A one (1) year leave of absence without pay and fringe benefits shall be granted to any married female tenure teacher for maternity, upon written application. Further extensions shall be at the discretion of the Board.
1. The teacher requesting such leave shall file her request six (6) months before the expected birth of the child. When the employee can furnish a physician's statement certifying her fitness to

perform her tasks, she shall be allowed to continue in her position not later than 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, at the discretion of the superintendent, be permitted to complete the semester.

2. An employee on such a leave of absence shall give written notice to the superintendent of schools by April 15th of the year the leave expires if she intends to resign.
3. The notice of intention to return to duty after the leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill her duties.
4. The teacher shall be entitled to return to her same position when it is available or the first available comparable position for which she is qualified.
5. When an employee is granted such a leave of absence, she shall, upon re-employment, retain the following employment rights held by her before such leave was granted.
 - a. The same position on the salary schedule held prior to leave of absence.
 - b. Unused sick leave held at the start of the leave of absence.

A female teacher adopting a child may receive a similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court.

- F. If a teacher's leave begins after April 1st, but prior to the close of school of any school year, he shall be credited with a full year's experience as it relates to placement on the salary schedule.

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 at age 65, provided this teacher shall have been employed in the Saline School District for twenty (20) years.
- B. A teacher not teaching twenty (20) years or more in the Saline Area Schools, but of retirement age (65), 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 twenty (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 five per cent (5%) of the last annual salary shall be paid, if employed ten (10) years or more in the Saline School System.
- D. Terminal leave may accumulate to a maximum of \$2,500.00.
- E. A teacher shall notify the Board in writing on or before July 1, if he intends to retire at the end of the next school year.

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. Teacher evaluation occurs when data is gathered by observation and compared with the established Teacher Evaluation Form. The result of the comparison leads to judgments which may necessitate action.
- B. Purpose: The main objective of teacher evaluation is to assure quality education in the Saline Schools. Three subordinate purposes are:
1. To stimulate self-improvement among teachers.
 2. To provide accurate data which may result in change of status for individual teachers.
 3. To provide a continuous record of each teacher's effectiveness.
- C. Procedure:
1. Evaluation techniques by principals will be carried out in accordance with the guidelines hereby set forth and in a manner consistent with the provisions of the master agreement.
 2. A conference between the teachers and principal prior to the evaluation will be arranged to review the evaluation form and the evaluation procedures.

3. The teacher and the principal will arrange a mutually agreed upon time for at least one of the three formal evaluations which will be in written form. Two of the three shall be in written form.
4. At the time of the classroom visitation, the principal should:
 - a. be thoroughly familiar with the teacher's abilities and background.
 - b. know the background and abilities of the pupils in the class to be observed.
 - c. attempt to enter the room before the work of the class begins and/or observe a lesson in its entirety.
 - d. be as inconspicuous as possible.
 - e. move about the room to get a clearer idea of what work is involved and what is taking place.
 - f. make notations during the observation or record them immediately after the observation period.
5. The items on the Teacher Evaluation Form are intended to serve as a basis for evaluation, but may not be all-inclusive.
6. Ratings on the form are not to be altered in any way.
7. When necessary, specific remarks indicating ways to improve, should be written under the space "Comments, suggestions, recommendations."
8. A post-conference between the teacher and principal will follow the observation:
 - a. teacher and principal set a mutual time to receive the evaluation.
 - b. teacher receives a copy of the form to read and discuss.
 - c. teacher and principal discuss the form on a step by step basis.
 - d. teacher receives a copy of the evaluation and may return comments (written) within

- three school days.
- e. evaluation is returned with comments and signed and dated.
9. If the teacher or the Principal questions the evaluation, another classroom visitation will be arranged.
- D. Evaluation of probationary teachers shall be made by a building administrator after three classroom observations of at least twenty-five (25) minutes duration. Two of the three observations shall be evaluated in written form and placed in the teacher's personnel file.
 - E. Evaluation of probationary teachers shall be made each year approximately two months following the teacher's 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.
 - F. All monitoring or observation of a teacher shall be conducted openly and with full knowledge of the teacher.
 - G. It shall be the objective of the administration to provide professional assistance to the teacher in the form of consultation following the evaluations.
 - H. Tenure teachers shall be evaluated at least once every two years.
 - I. 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.

- H. The Board shall use a standard evaluation form for all teachers. Upon completion of each evaluation, the teacher shall sign the form and receive a copy of same.

ARTICLE XVII - PROFESSIONAL BEHAVIOR

- A. Teachers shall comply with reasonable written 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. Teachers shall comply with verbal directions and orders of the Board or its representatives provided that a teacher may reasonably refuse to carry out an order which threatens his physical safety or well-being.
- B. 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, with the agreement of the teacher, be promptly reported to the Association. The Association will use its best efforts to correct breaches of professional behavior.
- C. A teacher shall, at his request, be entitled to the presence of an Association representative when called to the office of an administrator for the intended purpose of being officially reprimanded or disciplined

regarding any infraction of rules or delinquency in teaching performance.

- D. No teacher shall be disciplined or reprimanded 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. Upon request of the teacher, all information forming the basis for disciplinary action will be made available to the teacher and the Association.
- E. Each teacher must assume the responsibility for filing his valid Michigan teaching certificate or other document indicating same with the superintendent of schools within fifteen (15) days after the first day of school. The superintendent will notify the teacher in question prior to the fifteen day limit. Such teacher must file with the superintendent of schools in addition to a valid Michigan teaching certificate, an up-to-date transcript of credits or a dated copy of a letter requesting that such transcript be forwarded directly to the superintendent. Failure to file this certificate, transcript, or letter may result in withholding pay until such filing has been completed or other appropriate action.
- F. In order to provide continuing health protection for students and other school personnel it shall be the policy of the Saline Area Schools that:
 - 1. Upon initial employment each teacher shall provide by certification evidence of freedom from active tuberculosis.
 - 2. At least every year thereafter the employee will show evidence of his continued freedom from active tuberculosis by either a tuberculin skin test or a chest X-Ray in accordance with state regulations.
 - 3. Failure to comply with Paragraphs 1 or 2 of this Section shall result in appropriate action being

taken, including possible withholding of pay until said paragraphs have been complied with.

- G. Teachers shall refrain from discussing collective bargaining of the local Association and Association grievance matters with pupils.

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 counselors, 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.
- 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.

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 and qualified to staff the positions still available. 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. It is understood that the Board's obligation to pay salary and fringe benefits pursuant to the individual teacher contract or this agreement shall cease if a teacher is laid off or terminated under this section. Teachers will be recalled, as nearly as possible, in order of length of service in the district if qualified to staff the positions available.

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, sanction, 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. This clause shall not apply following the close of school during the first year of this agreement if the items to be negotiated under Article XXIX have not been agreed upon and until such agreement is reached.
- 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.

ARTICLE XXII - PROFESSIONAL COMPENSATION

- A. The base salary for a beginning, inexperienced teacher holding a baccalureate degree shall be \$8,400.00.
- B. Effective the beginning of the school year 1971-72, new teachers shall be given full credit up to and including eight (8) years of previous teaching experience. This shall not be applied retroactively. Military experience shall receive credit on the salary schedule, of one (1) step for each two (2) years of military service to a maximum of two (2) steps on the schedule. This credit is not retroactive and is not in addition to but included in the eight (8) mentioned in this paragraph.
- C. After a teacher has served in the school district for fifteen (15) years, he will receive longevity payment of five per cent (5%) of current salary. Thereafter, for each additional five (5) 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. With the exception of Vocational Agriculture, a teacher's hourly rate shall be \$6.25. The rate for Vocational Agriculture shall be \$7.20. This shall refer to Article V, Section 1. The rate for Adult Education shall be \$6.55.
- 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 twelve cents (12¢) 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.

- H. A minimum of seven consecutive months of full time teaching in the Saline School System within one school year (September-June) shall be considered as one year's experience.
- I. Full time teaching of any two consecutive semesters shall constitute one year's experience. Placement on the salary schedule shall be considered on a semester basis.
- J. Additional Academic Hours: Returning teachers who plan to receive advanced degrees or complete work which will necessitate a change in their placement on the salary schedule shall notify the administration before June 1 of the current school year.
- K. The Association agrees that any error made by the administration in placing teachers on the proper step on the salary schedule shall be adjusted either for the benefit of the teacher or the school district. Any overpayment by the district shall promptly be recovered to bring the teacher back to the proper pay schedule as it pertains to the salary schedule. Any overpayment will be recovered in equal installments over the remainder of the pay periods of that particular teacher.
- L. All teachers Kindergarten through the sixth grade, new to the Saline School system, shall be required to complete, at their own expense, a course in the diagnosis and remediation of reading difficulties. All elementary teachers new to the Saline School system desiring to advance on the salary schedule to the M.A. or M.A. + 30 schedule must meet the same requirements.

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 \$5,000.00 upon death, effective October 1, 1973.
- B. Effective October 1, 1973, the Board shall pay up to \$606.00 per year for a teacher who elects hospital-surgical health insurance coverage from either Blue Cross - Blue Shield or MEA. In the event there is a change in the premium before the enrollment date of October 1, 1974, the district shall pay the increase. Teachers not choosing the Hospital-Surgical health insurance option may, at the beginning of each school year, for the life of this agreement subject to Article XXIX, elect to continue the benefit provisions available under the old contract which are as follows:
 1. The Board will pay up to \$150.00 per year per teacher for insurance coverage to be applied, at the teacher's option as follows:
 - a. Individual or family Blue Cross-Blue Shield of the type presently offered by the Saline Board.
 - b. Individual or family M.E.A. Basic and Major Medical and M.E.A. income and life protection benefits.
 - c. Income protection of life, Washington National included, or annuity.
- C. The above coverage is subject to the terms and conditions of the individual insurance policies. Unless specified otherwise, insurance coverage shall continue until a teacher terminates his employment with the Board.

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 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 two (2) hours in any summer school program. Payment for the summer vocational agriculture program will be based on a standard seven and one-half (7-1/2) 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, Section E, page 30. Summer school pay for Mathematics and Reading classroom time shall be calculated as follows:
1. A teacher teaching class for one hour shall receive one-half hour additional of preparation time.
 2. A teacher teaching class for two hours shall receive one hour additional of preparation time.
 3. No teacher shall be required to teach more than two hours of summer school.
 4. The above summer school provisions do not apply in the event the "year-round" school concept is adopted and implemented.
- B. The Board will endeavor at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. if possible, 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 \$26.50 per day. Without a degree, the sum paid will be \$22.00 per day. Substitute teachers shall not be entitled to sick leave, leaves of absence of any kind, insurance, personal business days, or terminal leave.

- 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 provisions of this Agreement may be processed as a grievance as hereinafter provided.
- B. Any teacher having a complaint or grievance may discuss the matter with the school principal during non-teaching hours, or other mutually agreeable times, with the object of resolving it informally, provided however, no grievance shall be adjusted inconsistent with the terms of this Agreement nor shall any grievance be adjusted without giving an Association representative the opportunity to be present at such adjustment. In the administration of the grievance procedure, the sole responsibility of the Association shall be the interests of the teachers.
- C. In the event a matter is not satisfactorily resolved in Section B, above, and it is a grievance, the following procedure shall be followed:
1. First Step. The grievance shall be reduced to writing within five (5) school days after discussion with the principal, and in any event not later than fifteen (15) school days after

the occurrence of the alleged violation on the form set forth in Schedule C, signed by the grievant and a representative of the Association, and delivered to the principal or supervisor.

- a. 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 (3) days of such meeting, and shall furnish a copy thereof to the grievant and the Association.
2. Second Step. If the Association is not satisfied with the disposition of the grievance, it may, within two (2) school days after receiving the decision of the principal, appeal the grievance to the Superintendent. The appeal shall be in writing.
 - a. Within five (5) school days after receipt of the appeal, the superintendent or his designee shall investigate the grievance, including giving the aggrieved teacher and an Association representative a reasonable opportunity to be heard and render his decision in writing. A copy of his decision shall be delivered to the teacher involved and the Association representative.
3. Third Step. If the Association is not satisfied with the disposition of the grievance by the superintendent, it may, within five (5) school days, appeal to the Board of Education. The appeal shall be in writing, filed with the secretary of the Board or other designee of the Board, and shall contain the reasons for the appeal and a copy of the superintendent's decision in the Second Step.

- a. The appeal shall be heard at the next regularly scheduled Board meeting, and, in any event, within ten (10) school days after receipt of the appeal, the Board, or its designated representative, shall investigate the grievance, including giving the aggrieved teacher and the Association representative a reasonable opportunity to be heard before the Board. The Board shall render its decision in writing within ten (10) school days after holding a hearing on the appeal. A copy of the Board's decision shall be delivered to the teacher involved, to the Association, and to the school superintendent.

4. Fourth Step.

- a. If a grievance is not satisfactorily adjusted, and if it involves an alleged violation of a specific article or section of this Agreement, the Association may, within five days after the decision in Step Three is rendered, submit the grievance to arbitration. Grievances which do not involve alleged violations of a specific article or section of this Agreement may be processed through Step Four, but will not be arbitrable.
- b. The submission to arbitration shall contain a statement of the issues to be arbitrated and references to the specific article and/or section allegedly violated. Parties shall attempt within ten (10) school days after the receipt of the notice of submission, to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American

Arbitration Association in the selection of an arbitrator.

- c. It shall be the function of the arbitrator, after due investigation, to make a decision in writing and to set forth his findings of fact, reasoning, and conclusions on the issue (s) submitted. The arbitrator's decision shall be rendered not later than thirty (30) days from the date of the closing of the hearing, or if oral hearings have been waived, then from the date final statements and proof are submitted to him, and shall be final and binding upon the Association, its members, all employees covered by this Agreement, and the Board. The arbitrator will be without power or authority to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, nor shall he make any decisions which require the commission of an act prohibited by law.
 - d. The cost for the services of the arbitrator, including per diem expenses, shall be borne equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.
- D. Any appeals not processed within the applicable time periods shall be considered settled on the basis of the last answer given by the respective school authority. Any grievance not answered by the respective school authority within the prescribed time limits (unless extended in writing) will be automatically referred to the next step of the grievance procedure.
- E. No back pay shall be awarded for any period prior to thirty (30) days before the date of filing of a written grievance. No claim for back wages shall exceed the amount of wages the teacher would otherwise have earned.

- F. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
- G. 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 is possible.
- H. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:
 - 1. The termination of services or failure to re-employ any probationary teacher.
 - 2. The placing of a non-tenure teacher on a third year of probation.
 - 3. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers' Tenure Act (Act 4, of Public Acts, Extra Session, of 1937 of Michigan, as amended).
- I. Notwithstanding the expiration of this agreement, any grievance reduced to writing prior to the expiration of this agreement may be processed through the grievance procedure until resolution. Any grievance not reduced to writing prior to the expiration of this agreement may not be processed.

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 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 (90) days prior to expiration of this Agreement, negotiations will begin over a successor agreement, in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning teachers' salaries, hours, and other conditions of their employment. Any agreement so negotiated shall apply to all teachers and shall be reduced to writing and signed by the Board and the Association.
- 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 negotiations described in this section have reached an impasse, the procedure described in Act 379

of the Michigan Public Acts of 1965 shall be followed.

- D. This agreement shall constitute the full and complete commitments between both parties. Therefore, the Board and the Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement or with respect to any subject or matter not specifically covered in this Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this Agreement. It is understood, however, that upon mutual agreement, conferences may be arranged to discuss problems arising under this agreement.

ARTICLE XXVIII - MISCELLANEOUS PROVISIONS

- A. 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 any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. 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.
- C. 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.

- D. 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, 1973 and shall continue in effect until the 30th day of June, 1974. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative the day and year first above written.

BOARD OF EDUCATION
Saline Area Schools

By _____
President

By _____
Secretary

SALINE EDUCATION ASSOCIATION

By _____
President

By _____
Secretary

SCHEDULE A
1973-74 CALENDAR

- Aug. 29 - All new Teachers Report
- Aug. 30 - All Teachers Report
- Sept. 4 - First full day of school
- Sept. 5 - 1/2 day school AM - Room Prep. PM
- Sept. 11 - 1/2 day school AM - In-Service PM
- Oct. 24 - 1/2 day school AM - In-Service PM
- Nov. 1 - 2 - Conferences - Elementary - K-5
- Nov. 22 - 23 - Thanksgiving Recess
- Nov. 26 - Schools reopen
- Nov. 27 - 1/2 day school AM - In-Service PM
- Dec. 20 - Jan. 2 - Christmas Vacation
- Jan. 3 - Schools reopen
- Jan. 23 - 1st Semester ends
- Feb. 18 - No School - Holiday
- Mar. 19 - 20 - Conferences - Elementary - K-5
- Apr. 12 - 1/2 day school AM - Good Friday
- Apr. 13 - 21 - Spring Vacation
- Apr. 22 - Schools reopen
- May 27 - Memorial Day - No School
- June 7 - Last Day of Classes
- June 10 - Records Day
- Jan. 22-23 - Exams
- June 6 - 7 - Exams

1. Salary Schedule

| <u>Step</u> | <u>BA</u> | <u>MA</u> | <u>MA + 30</u> |
|-------------|-----------|-----------|----------------|
| 1 | 8,400 | 9,200 | 9,500 |
| 2 | 8,700 | 9,500 | 10,000 |
| 3 | 9,100 | 10,000 | 10,525 |
| 4 | 9,500 | 10,500 | 11,100 |
| 5 | 10,000 | 11,000 | 11,700 |
| 6 | 10,500 | 11,600 | 12,300 |
| 7 | 11,000 | 12,200 | 13,000 |
| 8 | 11,600 | 12,800 | 13,700 |
| 9 | 12,400 | 13,500 | 14,400 |
| 10 | 13,200 | 14,300 | 15,250 |
| 11 | | 15,225 | 16,250 |

1. The Association and the Board mutually agree that deviations in the schedule will be allowed only with the agreement of the Association. 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. It is agreed that the Association's approval shall not be unreasonably withheld.
2. Effective January 1, 1970, future hours, earned beyond the MA schedule toward the MA + 30 schedule must be related to the teacher's major or minor, be on a degree program, or have the prior approval of the Superintendent. It is agreed that the Superintendent's approval shall not be unreasonably withheld.
3. The above salary schedule shall be subject to the Wage-Price Guidelines and all permissible increases allowed by the Pay Board under said schedule shall be granted.

SCHEDULE B-1 - EXTRA SERVICE DUTIES
(Based on First Step of B.A. Salary Schedule)

| | |
|--|------|
| Graduation | .036 |
| Honor Society & Honor Roll | .036 |
| F.H.A. Sponsor (each sponsor) | .054 |
| F.F.A. Sponsor | .05 |
| Play Director | |
| Musical | .06 |
| Regular | .036 |
| Cheerleader Sponsors | |
| High School | .05 |
| Middle School | .03 |
| Class Sponsor | |
| 7 and 8 | .024 |
| 9 and 10 | .024 |
| 11 and 12 | .054 |
| Medical Careers Club | .024 |
| F.T.A. | .024 |
| Debate | .025 |
| Forensics | .025 |
| Middle School Student Council | .024 |
| High School Student Council | .036 |
| Science Clubs | |
| High (1) | .025 |
| Middle | .025 |
| Middle School Newspaper (1) | .024 |
| Timekeepers, scorekeepers and ticket sellers, \$10.00 per activity. | |

1. In the event the Board formally authorizes and approves a new school Club, and the teacher involved does not volunteer his services, the Board shall negotiate the rate of compensation with the Association.

SCHEDULE B-2 - COACHES' SALARIES
 (Current Salary Used)

| | Football <u>Basketball</u> | Wrestling | Baseball <u>Track</u> | Cross Country Golf <u>Tennis</u> |
|----------------------|-------------------------------|-----------|--------------------------|---|
| Head Coach | 9-10-11% | 6-7-8% | 6-7-8% | 4-5-6% |
| | of teacher base | | | |
| Varsity Assistant | 7-8-9% | | | |
| J.V. Head-Football | 5 1/2% | | | |
| | 6 1/2% | | | |
| | 7 1/2% | | | |
| -Basketball | 7-8-9% | | | |
| -Freshman Basketball | 6-7-8% | | | |
| J.V. + Junior High | 5-6-7% | | 5-6-7% (Baseball) | |

- 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.

| | |
|------------------|----------------------|
| Band - Head | 7% of current salary |
| Band - Assistant | 5% of current salary |