

FILE

Saranac
Rating 9
1966-67

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

Dear Mr. Crispson:

1966-67

Due to a lack of master copy contracts available at present, I am able to send only one copy of our final contract. I hope this will fill the need.

Sincerely
L. Thejima

Lonia

MASTER CONTRACT FOR
SARANAC COMMUNITY SCHOOLS

Saranac
B-1 of C-1.

MEA
1216 KENDALE
E. LANS., MI.
48824

MASTER CONTRACT

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Article I

Teachers Rights and Recognition

A. The Board hereby recognizes the Saranac Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts 1965, for all professional qualified teachers, including teachers on tenure, probation, classroom teachers, guidance counselors, librarians, and substitute teachers who have been hired more than ten (10) consecutive school days, employed or to be employed by the Board, but excluding supervisory, executive personnel, office and clerical employees. 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.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under Michigan General School Law, or any other laws and regulations, including Public Acts 379.

Article II

Teachers Rights

A. The Association and its members shall have the right to use school building facilities outside of school hours for meetings with the approval and assignment by the Administration. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be available to the Association and its members, with knowledge and the consent of the Administration.

Article II (cont.)

B. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in recommending 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.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Associations. (including the National Education Association and the Michigan Education Association). During the term of this agreement, such sum shall be deducted as dues from the regular salaries of all such teachers during the first six pay periods and remitted to that Association after each pay period.

Article III

Board of Education Rights Clause

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

Article III (con't.)

- (2) To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotions; and to promote, and transfer all such employees;
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching aids of every kind and nature;
- (5) To determine class schedules, and the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the United States.

Article IV

Teaching Hours, Loads and Assignments

- A. The teacher's normal working day at school shall be from 8:00 A.M. to 3:35 P.M. Teachers may leave 5 minutes after students are dismissed on Friday and the last day before a holiday period. If school is dismissed early because of weather conditions, teachers shall be asked to stay no later than ten (10) minutes after students dismissal.
- B. All teachers shall have available at least forty-five (45) minutes for lunch. The exact time may vary from year to year and from building to building but it shall be between 11:00 A.M. and 1:30 P.M.
- C. Teachers shall be at their assigned place of duty no later than 8:15 A.M. and shall leave school no earlier than 3:35 P.M. unless permission is granted by principal.
- D. All teachers shall be entitled to a duty-free uninterrupted lunch period.
- E. Elementary and seventh grade teachers will be provided with two (2) release periods per week, at which time students will receive music instruction. These periods will be approximately 20-25 minutes each. Secondary teachers, not including seventh grade teachers, will be given one preparation period at least 4 times a week.

Article IV (con't.)

F. Teachers shall not be required to report more than three days prior to the beginning of classes in September or to remain more than two days after classes end for the school year. (excluding Saturday, Sunday and legal holidays).

G. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day. Time shall be provided in the school calendar for at least a week of Christmas vacation including the day before Christmas. Good Friday, the Monday following Easter and the Friday following Thanksgiving, schools, will be closed.

H. Teachers shall not be assigned except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study.

I. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principal as soon as practicable and prior to July 1st except when an emergency arises, which is beyond the reasonable control of the Board.

Article V

Teaching Conditions

- A. Since the Board of Education recognizes the importance of a low pupil-teacher ratio, the Board will make all reasonable effort to provide sufficient facilities and staff to maintain class loads in accordance with high educational standards, and shall not exceed state recommended standards.
- B. No teacher shall be required to have more than two teacher aides during any one class period.
- C. The Board recognizes that appropriate texts, library materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the (teaching) profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board will undertake promptly to implement all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the school reasonably equipped and maintained.
- D. The Board of Education shall make available in each school lunchroom and restroom facilities exclusively for teachers use. At least one room shall be furnished as a faculty lounge in which smoking will be permitted.
- E. Telephone facilities shall be made available to teachers for their reasonable use. A telephone shall be readily available to the coaches in the Elementary School for athletic purposes after the regular school hours. In case of emergency during the school day teachers may use the telephone in the kitchen.

Article V (con't.)

F. Parking facilities shall be made available to teachers for their use.

G. The Board shall furnish without charge, smocks or like protective clothing to those teachers who require them.

Article VI

Vacancies and Promotions

A. 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.

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels.

Article VII

Sick Leave

- A. 1. Each teacher shall be allowed ten (10) days sick leave per year.
 2. Teachers with five (5) consecutive years service in the Saranac Community Schools will be allowed an additional two (2) sick leave days per year.
 3. Unused days of sick leave shall be accumulated up to 150 days.
- B. Use of Sick Leave Time
1. Absence from school for personal illness, or illness or death in the immediate family, or for a funeral of a relative or friend shall be deducted from the current year allotment of sick days. Thereafter, any additional days of sick leave shall be subtracted from the teacher's accumulated sick leave days.
 2. Two days per year of the current year sick leave may be used for personal reasons other than illness.

Article VIII

Leave of Absence

- A. Any teacher whose personal illness extends beyond the period compensated under Article VII shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. A doctor's approval to work will be submitted upon return, and the teacher shall be assigned to the same position, if available, or a substantially equivalent position.

Article VIII (cont.)

B. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

1. Absence when a teacher is called for jury service providing the teacher shall remit to the Board all money received for such service.
2. Court appearance as a witness in any case connected with the teacher's school employment provided that the teacher shall remit to the Board all money received from such service.
3. Two days per school year to attend educational conferences, approved by the Administration, that directly apply to a teacher's assignments. The Board shall compensate the teachers for the basic expenses of the conference or conferences up to two (2) days. The basic expenses are understood to be room, board, transportation (mileage) and entrance fees.
4. Time necessary to take the selective service physical examination.

C. A maternity leave shall be granted without pay, commencing at a date decided by the Superintendent, based upon an agreement with the teacher and her doctor. A teacher shall be entitled to return from such leave at any time within two (2) school years, providing there is a position available in the system. This time will not count on seniority. A doctor's approval will be submitted upon return to work.

D. A leave of absence for a maximum of two (2) years will be granted at the end of a school year to any teacher who joins the Peace Corps as a full-time participant in such a program. Military leaves of absence shall be granted to any teacher, for a maximum of five (5) years, who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. Any period thus served shall be treated as time taught in the system for purposes of the salary schedule.

Article VIII (con't.)

E. Teachers who have been employed for five (5) years in the Saranac Community School System may be granted a sabbatical leave for one year. A teacher upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature, seniority and status.

F. Teachers who are officers of the Saranac Educational Association or appointed to a committee, upon two (2) days prior notice will be given leave of absence without pay for the purpose of performing duties for the Association. No more than two (2) teachers will be absent at any one time.

G. The Board shall grant a leave of absence without pay to any teacher to campaign, or serve in, a public office.

Article IX

Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eaves-dropping, closed circuit television, public address or an audio-system, and similar surveillance devices shall be strictly prohibited.

B. Each teacher shall have the right upon request to review the contents of his own personnel file except credentials. A representative of the Association shall be requested to accompany the teacher in such review.

C. A teacher shall be entitled to have a copy in writing, when he has been reprimanded, warned or disciplined for an infraction of any rule, or regulation, of policy, or for delinquency in professional performance.

Article X

Protection of Teachers

A. Any case of assault upon a teacher 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 the handling of the incident by law enforcement and judicial authorities.

B. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher unless such teacher shall be found guilty of charges brought and substantiated by a civil or criminal court.

C. Upon approval the Board will reimburse teachers for any loss, damage or destruction of clothing or other personal property, if student inflicted in school or on school premises and not collectable from other sources.

D. Any complaints by a parent of a student directed toward a teacher shall, at the discretion of the administration, be promptly called to the teacher's attention.

Article XI

Negotiation Procedures

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board of Education and the Saranac Education Association for life of this agreement, and each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated except by mutual agreement, to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. At least sixty days prior to June 1, 1967, the parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

C. A teacher engaged at the request of the Saranac Board of Education 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 XII

Professional Grievances Negotiation Procedure

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation, or misapplication of any provision of this agreement may file a written grievance with the Board or its representative. The Board hereby designates as its representative the Superintendent of Schools when the particular grievance arises in more than one school building or does not concern the authority of any one principal.

B. Within five days of receipt of the grievance, the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers will be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent, who shall have five (5) days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent, he shall have ten (10) days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the secretary of the Board with a statement of reasons why it is being disapproved.

C. Within fifteen (15) days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be

Article XII (cont.)

(c)

made by the Board more than twenty (20) days after its submission to the Board.

D. 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. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid him minus compensation earned during this period.

E. The cost of any mediation under this Article shall be paid jointly by the Board and the Association.

F. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to Saranac Education Association for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedure shall not be required as a condition precedent to invoking the grievance procedure, nor shall participation of the Saranac Education Association in such informal procedures be deemed to be a supervisory or executive function.

Article XIII

Professional Study Committee

A. A Professional Study Committee shall be formed of five members -- two (2) from the Association, two (2) from the Board, and the Superintendent of Schools or his representative. This committee will meet from time to time throughout the school year, but not less frequently than once every sixty (60) days. The Committee will discuss any and all areas of education in Saranac, including the feasibility of different types of curriculum not presently used in the district. The final authority on curriculum, though, will rest with the Board and its designated representative.

Article XIV

Miscellaneous Provisions

A. 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 7:00 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.

B. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession (as set up by the National Education Association and the Michigan Education Association and presented in the Policies of the Board of Education in Section 4.28) in accordance with the terms thereof and 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.

Article XIV (con't.)

C. This Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supercede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all teachers now employed and hereafter employed by the Board.

E. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Article XV

Terminal Leave

A. Upon receipt of the first teacher retirement check from the Retirement Fund Board, the retired teacher shall receive a terminal leave payment equal to \$10 times his accumulated sick leave days providing last year of teaching service, prior to retirement, was at Saranac Community Schools.

Article XVI

Other Provisions

- A. A teacher shall be paid \$100.00 for each year up to five years for teaching experience at other school systems, but not above the maximum of the Salary Schedule.
- B. If a degree or additional 15 semester hours is earned before September 1, a new contract will be given to place the teacher on the appropriate schedule.
- C. In order to acquire a needed teacher, the Board may advance this teacher up two steps on the Salary Schedule above what he normally would receive. This teacher would then stay at that salary until his proper place on the Salary Schedule calls for greater salary.
- D. Non-Degree teachers must earn six semester hours yearly for contract renewal.
- E. A teacher's base salary or compensation for other duties shall not be less than that received in the 1965-66 contract.
- F. There will be an additional \$100.00 paid the teacher with a split grade in the Elementary School.
- G. Substitute teachers employed on an irregular basis shall be paid a daily rate of \$17.00. Substitute teachers who have been assigned the same position for ten (10) consecutive days or more shall be paid \$20.00 per day. Substitute teachers who have been assigned the same position for thirty (30) consecutive days or more shall be paid \$25.00 per day.
- H. The salaries of teachers covered by this Agreement are set forth in Article XVII.

Article XVII

Duration of Agreement

This Agreement shall be effective as of the first day of September, 1966, and shall continue in effect for one year until the first day of September, 1967. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

1966-67 Salary Schedule

<u>Years Experience at Saranac</u>	<u>ND</u>	<u>Bachelor</u>	<u>+15</u>	<u>Masters</u>	<u>+15</u>
0	\$5000	\$5200	\$5300	\$5500	\$5600
1	5100	5300	5400	5600	5700
2	5250	5450	5550	5750	5850
3	5400	5600	5700	5900	6000
4	5550	5750	5850	6050	6150
5	5700	5900	6000	6200	6300
6	5850	6050	6150	6350	6450
7	6000	6200	6300	6500	6600
8	6150	6350	6450	6650	6750
9	6300	6500	6600	6800	6900
10	6450	6600	6750	6950	7050

Extra Teaching Duties - % of Base at Saranac

Agriculture	30%	Girls & Jr. High	4%
Music	12%	Baseball and Track	5% each
Year Book	2%	Cheerleaders	2%
Debate	2%	Tennis, Golf X Country	2% each
Paper	5%	Gymnastics	2%
Safety Patrol	2%	Dramatic Productions	3% each
Head Coach	7%	Work at athletic contests	\$5.00
Assistant Coach	5%	Chaperone	\$5.00
Special Education	\$600.00	Drivers Training	\$4.00 per hr.

Date Ratified

Board of Education

By _____

Its President

By _____

Its Secretary

Date Ratified

Education Association

By _____

Its President

By _____

Its Secretary