

Saranac 9

8/23/72

1970-72

Article I	Rights	1
Article II	Teacher's Rights	2
Article III	Board of Education Rights	4
	School Calendar	5
Article IV	Teaching Hours, Loads and Assignments	6
Article V	Teaching Conditions	9
Article VI	Penalties and Promotions	10
Article VII	Sick Leave	11
Article VIII	Leave of Absence	12
Article IX	Teacher Evaluation	14
Article X	Protection of Teachers	15
Article XI	Negotiation Procedures	16
Article XII	Professional Grievance Negotiation Procedure	17
Article XIII	Professional Study Committee	20
Article XIV	Miscellaneous Provisions	21
Article XV	Terminal Leave	22
Article XVI	Other Provisions	23
Article XVII	Duration	25
Article XVIII	Salary Schedules	26

MASTER CONTRACT
for
SARANAC COMMUNITY SCHOOLS

1971-72

Saranac Community Schools Board of Ed.

8/24/70-8/23/72

MEA
1216 KENDALE
E. Lansing, MI
48823

MASTER CONTRACT
Table of Contents

Article I	Rights and Recognition	1
Article II	Teachers' Rights	2
Article III	Board of Education Rights	4
	School Calendar	5
Article IV	Teaching Hours, Loads and Assignments	6
Article V	Teaching Conditions	9
Article VI	Vacancies and Promotions	10
Article VII	Sick Leave	11
Article VIII	Leave of Absence	12
Article IX	Teacher Evaluation	14
Article X	Protection of Teachers	15
Article XI	Negotiation Procedures	16
Article XII	Professional Grievance Negotiation Procedure	17
Article XIII	Professional Study Committee	20
Article XIV	Miscellaneous Provisions	21
Article XV	Terminal Leave	22
Article XVI	Other Provisions	23
Article XVII	Duration of Agreement	25
Article XVIII	Salary Schedule	26

ARTICLE I
Rights and Recognitions

- A. The Board of Education of Saranac, Michigan, hereafter called the "Board" and the Saranac Education Association, hereafter called the "Association", in consideration of the mutually binding covenants set forth herein, hereby agree with each other as follows:
- B. The Board hereby recognizes the Saranac Education Association as the exclusive bargaining representative, as defined in Section I, 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 five (5) 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.
- C. 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 Act 379. The rights granted to the teachers hereunder shall be deemed to be in addition to those provided by law.

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. The building Association representative will notify the building principal when using duplicating machines, bulletin boards or mailboxes for the Association. The Association will inform such principal of general content of communication.
- 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, and such other information as will assist the Association in recommending intelligent, accurate, informed, constructive program 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. The Board of Education shall make a payroll deduction, upon written request from the teacher, for annuities, credit union, savings bonds, medical and hospitalization insurance, scholarship contributions, union dues, and other plans or programs jointly approved by the Saranac Board of Education and the Saranac Education Association.

All authorizations for payroll deductions will be into the Superintendent's office by the first Friday of school.

The total dues and contributions will be deducted from the last pay in September or in 20 equal installments starting the last pay in September.

Hospitalization insurance will be deducted from the first pay each month.

Teachers may elect to have their salaries in 20½ or 26½ payments, ½ payment September 3rd; or teachers may elect to have their salaries in 20 or 26 equal payments, 1st payment September 17th. The last payment will be June 9th for 20 or 20½ pays or September 1st for 26 or 26½ pays.

- D. At the beginning of the school year, each teacher shall receive a copy of the master contract. A copy of current board policy shall be available in each building; and all teachers shall be informed at once of any changes which pertain to them.
- E. In the event a probationary teacher is not continued in employment, the board will advise the teacher of the reasons therefore in writing with a copy to the association and provide for a hearing where requested. Suspension or dismissal proceedings of a probationary teacher, all evaluations and responses thereto shall be admissible. The association recognizes that abuses of sick leave or other leaves,

ARTICLE II, continued

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. The board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction and indicate a reasonable period for correction. Alleged breaches of discipline or the code of ethics of the education profession shall be promptly reported to the offending teacher and to the association. The association will use its best efforts to correct breaches of professional behavior by any teacher and in appropriate cases, may institute proceedings against the offending teacher.

- F. One hour will be scheduled during the pre-school conference for the Saranac Education Association to meet with all teachers, when all teachers are required to be present.
- G. The Saranac Education Association will develop and enforce a dress code for teachers.

"The members of the SEA acknowledge the desirability of a professional mode of grooming and dress. Members agree to keep themselves well groomed and to avoid extremes of dress that would disturb the functioning of the learning process and to dress in a reasonable manner not repugnant to his or her status or employment nor inconsistent with classroom decorum and to dress within the restrictions of decency. The SEA furthermore agrees to take the necessary and available action to make said members comply with this dress code."

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 limitations all powers, rights, authority, duties and responsibilities conferred upon and invested 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 employment related activities of its employees;
2. to hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment; to 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 the athletic, recreational and social events for students; all as deemed necessary or advisable by the Board;
4. to select the 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 to administrative, non-teaching activities (chaperones, ticket takers, club sponsors, etc) and the terms and conditions of employment;
6. the Board agrees that in all its decisions relating to professional education matters, the Board shall consider carefully and give proper weight to the recommendations and evaluations of the association and its members.
7. In the event that a reduction of personnel becomes necessary seniority will become the determining factor. Those teachers with the least seniority in the system in each area of certification will be released first.

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 judgement 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.

July

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

August

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
28	29	30	31	

September

		2	3	4
		1	2	3
	5	6	7	8
	9	10	11	12
13	14	15	16	17
19	20	21	22	
27	28	29	30	

October

				23
24	25	26	27	28
4	5	6	7	8
29	30	31	32	33
11	12	13	14	15
34	35	36	37	38
18	19	20	21	22
39	40	41	42	43
25	26	27	28	29

November

44	45	46	PTC	PTC
1	2	3	4	5
47	48	49	50	51
8	9	10	11	12
52	53	54	55	56
15	16	17	18	19
57	58			
22	23	24	25	26
59	60			
29	30			

December

		61	62	63
		1	2	3
64	65	66	67	68
6	7	8	9	10
69	70	71	72	73
13	14	15	16	17
74	75	76	77	
20	21	22	23	24
25	26	27	28	29

January

78	79	80	81	82
3	4	5	6	7
83	84	85	86	87
10	11	12	13	14
88	89	90	91	92
17	18	19	20	21
92	93	94	95	96
24	25	26	27	28
97				
31				

February

	98	99	100	101
	1	2	3	4
102	103	104	105	106
7	8	9	10	11
107	108	109	110	111
14	15	16	17	18
112	113	114	115	
21	22	23	24	25
116	117			
28	29			

March

		118	119	120
		1	2	3
121	122	123	124	125
6	7	8	9	10
126	127	128	129	130
13	14	15	16	17
131	132	133	134	135
20	21	22	23	24
136	137	138	139	
27	28	29	30	31

April

140	141	142	143	144
10	11	12	13	14
145	146	147	148	149
17	18	19	20	21
150	151	152	153	154
24	25	26	27	28

May

155	156	157	158	159
1	2	3	4	5
160	161	162	163	164
8	9	10	11	12
165	166	167	168	169
15	16	17	18	19
170	171	172	173	174
22	23	24	25	26
	175	176		
27	30	31		

June

			177	178
			1	2
179	180	181	182	183
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

ARTICLE IV
Teaching Hours, Loads and Assignments

- A. The teacher's normal working day at school shall be from 8:00 a.m. to 3:00 p.m. eastern time. Teachers shall be at their assigned place of duty no later than 8:00 a.m. They shall be in this assigned room for at least five minutes after the dismissal bell and shall leave the school no earlier than 3:00 p.m. unless permission is granted by the principal. Teachers may leave five minutes after students are dismissed on Friday and the first 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 are dismissed. Teachers will not report for work when school is not in session due to weather. Teachers may leave the last work day of the school year when they receive check out clearance from the building principal.
- B. All teachers shall have available at least thirty (30) minutes for lunch. For secondary teachers the thirty (30) minutes will end at the warning bell. The exact time may vary from grade to grade and from building to building, but it shall be between 11:00 a.m. and 1:00 p.m. All teachers shall be entitled to a duty free uninterrupted lunch period.
- C. Elementary teachers will be provided with at least 50 minutes of release time per week, at which time students will receive other instruction. Secondary teachers will be given preparation period at least four times a week, for a five period day, and five times a week for a six period day, except activity period.
- D. 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)
- E. 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. The Friday following Thanksgiving schools will be closed. Half day sessions will be held on the day before the Christmas vacation, and the last day of school.
- F. Teachers shall not be assigned except temporarily and for good cause, outside the scope of the teaching certificates or their major or minor fields of study.
- G. Teachers assignments as specified on individual contracts, will not be changed except by written consent of that teacher.

ARTICLE IV, continued

- H. The school calendar for 1971-72 shall be part of this agreement. The changing of the school calendar after August 27, 1971 must be with consent of both the Board of Education and the Saranac Education Association. Any attendance days missed in excess of five (5) will be made up on a day or days agreed to by the Association and the Board, but not beyond contract days. Contract days are August 27, 1971 to June 9, 1972.
- I. One additional day shall be included in school calendar for the purpose of professional improvement of the staff. The program of the day shall be the responsibility of the Association. Any cost will be shared equally after receiving approval by the superintendent and the president of the Association.
- J. Monday afternoons between 2:45 and 3:30 shall be reserved and kept free by the teachers for administrative meetings and or educational committee or individual work.
- K. All teachers shall be provided with relief and preparation time to the same extent as classroom teachers in the district.
- L. A Teacher who is asked to give up his preparation period by the administration to fill in for another teacher who is absent for any reason shall be compensated for this loss by receiving either one (1) free day for each four (4) preparations taught, or an amount prorated at \$6.00 per hour at teachers choice. This free day shall not be a reason for loss of salary or counted as a sick day.
- M. All extra responsibilities such as class or club sponsors will be so indicated on the teachers individual contract. Class and club sponsorship or any similar activities will be considered outside of teachers regular assignment and will be voluntary.
- N. A teacher will be notified 60 days before the end of the school year of any change in extra curricular assignment, or with the teachers written consent thereafter.
- O. Calendar (see attached school calendar) 182 session, 188 work returning teachers, 189 work new teachers.
- P. The elementary reading teacher will relieve each elementary teacher in the classroom for (2) two thirty minute periods per week, except the beginning and ending 4 week periods.
- Q. The Board of Education recognizes the importance of limiting the number of different teacher preparations in the high school academic classes, such as English and science, and where possible will limit the teacher to three preparations.

Article IV, continued

- R. The Board of Education recognizes the importance of low pupil teacher ratio, and as a goal will try to limit the number of students in a class to 30.

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 efforts to provide sufficient facilities and staff to maintain class loads in accordance with high educational standards, and shall not exceed a ratio of 25 students per certified teacher or 28 students per full time classroom teacher, as defined in Article I paragraph B.
- B. No teacher shall be required to have teacher aides.
- C. The Board recognizes that appropriate tests, 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, lunch room and restroom facilities exclusively for teachers use. At least one room in each building 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 installed in the coaches office in the elementary school for athletic purposes after the regular school hours, but will be removed if uncontrolled long distance calls become a problem.
- 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.
- H. The teachers shall receive necessary keys to reach their assigned rooms during the contract year, providing they are asked for and signed out by the teacher.
- I. Upon the request of the Association, soft drink vending machines will be installed in the teachers lounge. The proceeds from all such machines shall go into the Don Sharritts Scholarship Fund.
- J. Upon the request of an athletic coach, and with the written permission from the Superintendent of Schools, the number of students out for a given sport may be reduced.

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. Each teacher will be given $1\frac{1}{2}$ sick days per month for ten months. (September through June)
- B. Unused days of sick leave shall be accumulated up to 180 days.
- C. Sick days used above accumulated days shall be deducted from the last pay of the school year. If this amount is more than his last pay, his proceeding pay shall be used.
- D. Use of sick leave time.
 - 1. Days absent from school for personal illness, illness or death in the immediate family or a funeral of a relative or friend, (A three day limitation for a funeral of a friend or relative) shall be deducted from the current year allotment of sick days. Thereafter any additional days of sick leave shall be subtracted from the teachers accumulated sick leave days.
 - 2. Two (2) days a year of sick leave allowance may be used for personal reasons, non-cumulative. Teachers shall notify his principal at least one day in advance, except in case of emergency. Not more than three (3) teachers from each (K-6) and (7-12) may use personal days at the same time.
- E. A teacher who is habitually tardy will first receive a warning in writing, with a copy to SEA president, and subsequent tardiness shall result in a salary deduction of \$2.00 for each fifteen minute unit or part thereof that they are tardy.
- F. When a teacher requests the use of a sick day the teacher shall state where they will be located. Any abuse of sick leave days shall result in the loss of five sick leave days, based on an agreement between the Superintendent of Schools and the President of the SEA.

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.
- B. Leaves of absence with pay not chargeable against the teachers' 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 services. And court appearance as a witness provided that the teacher shall remit to the Board all money received from such services.
 2. Written requests to attend educational meetings or conferences will be forwarded through the principal to the superintendent of schools for his approval. Approval shall allow the teacher to be reimbursed for mileage, lodging, meals and registration fees.
 3. Time necessary to take the selective service physical examination.
 4. A teacher may be granted, with the permission of the superintendent of schools, up to two days leave of absence to accompany students to a college, where the student is interested in enrolling.
 5. Any teacher who is absent because of injury compensable under the Michigan Workmans Compensation Act shall receive from the Board of Education the difference between workmans compensation payment prescribed by law and his regular salary, with a limit of 180 session days.
 6. A teacher shall receive a three day leave of absence for death of their spouse or their child.
 7. A single teacher shall receive a three day leave of absence for death of their parent.
- C. Maternity leave shall be granted without pay, commencing at a date decided by the superintendent, based upon consultation 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. A doctor's approval will be submitted upon return to work. (This time will not count on seniority.)
- D. A leave of absence for a maximum of two (2) years will be granted at the end of school year to any teacher who joins the Peace Corp as a fulltime participant in such a program. Military leaves of absence shall be granted to any teacher, a maximum of two (2) years if drafted or four (4) years if he or she enlists in any branch of the Armed Services 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, continued

- 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 sabbatical leave, shall be restored to his former position or to a position of a like nature, seniority and status. A teacher who has been employed for ten (10) years in the Saranac Community School System may be granted a leave of absence for one (1) year at one-half ($\frac{1}{2}$) to full salary with the approval of the Board of Education
- F. Teachers who are officers of the Saranac Education 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 for and serve in that public office.
- H. A leave of absence for personal reasons may be granted, without pay, upon request by the teacher, and an approval by the superintendent of schools.

ARTICLE IX
Teacher Evaluation

- A. Probationary teachers shall be observed for the purpose of evaluation at least three times during the school year. These observations shall occur at least one month following a teachers commencement of service, and ninety days prior to the end of the probationary school year. Tenure teachers shall be observed for the purpose of evaluation at least once every year. Evaluations shall only be conducted by a qualified individual designated by the Board of Education. Each observation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observations of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. A personal interview shall be held within ten (10) days of the observation. A written evaluation shall be submitted to the superintendent within fifteen (15) school days of the observation with a copy to be furnished the subject teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file.
- B. Each teacher shall have the right upon request to review the contents of his own personal file except credentials. A representative of the Association shall be requested to accompany the teacher in such review.
- C. A teacher shall receive a copy in writing and may request that an Association member be present, when he is to be reprimanded, warned or disciplined for an infraction of any rule, or regulation, or policy, or for delinquency in professional performance.
- D. A joint committee of teachers, administrators, and Board of Education shall decide on any question involving means and methods of instruction.
- E. All teachers will develop written objectives for the school year due in the principals office no later than the Friday of the 3rd week of school. Written progress reports will be submitted at the end of each semester to the principal. These reports will be bound in a booklet for the use of all teachers.
- F. Each year teachers will be evaluated and ranked by the forced method of selection, by a committee consisting of the teachers building representative, the building principal and the superintendent.

ARTICLE X
Protection of Teachers

- A. Any case of assault upon a teacher shall be promptly reported to the Board of Education or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to 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. 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 be promptly called to the teachers attention, if action is to be taken.
- E. Student discipline:
 - 1. Since the teacher's authority and effectiveness in his room are undermined when students discover that there is insufficient administrative backing and support to teachers with respect to the maintenance of control and discipline in the classroom: The Board further agrees that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students, or be charged with the responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physician or other professional persons the Board will take reasonable steps to relieve the teacher responsibilities with respect to such pupils.
 - 2. A teacher may exclude a pupil from one 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 obligation will allow, full particulars of the incident.

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 of 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 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 his knowledge or contemplation or either or both of the parties at the time they negotiated or signed this agreement.
- B. Between March 1, and March 15, of the year the contract or part of the contract expires, 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 shall be released from regular duties without loss of salary.

ARTICLE XII
Professional Grievance 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. If a teacher or group of teachers does not file a grievance in writing with the principal or other designated representative within thirty (30) membership days after the occurrence, then the grievance shall be considered waived. The thirty (30) day limit also applies to the Board of Education.
- B. Within three working days of receipt of the grievance, the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. 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 three (3) working days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent, he shall have five (5) working days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of 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 ten (10) working 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 the express written consent of the Association, shall final determination of the grievance be made by the Board more than fifteen (15) days after its submission to the Board.
- D. If the Board of Education and the teacher organization shall be unable to resolve any grievance and it shall involve an alleged violation of a specific article and section of this agreement, it may within ten (10) days after the decision of the Board of Education be appealed to arbitration. The Association executive board may file a written appeal and it shall be delivered to the American Arbitration Association and the Board of Education within said ten day period, and if not so delivered, the grievance shall be abandoned. If the parties are unable to agree upon an arbitrator, he shall be appointed under the rules of the American Arbitration Association. The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact

ARTICLE XII, continued

reasoning, and conclusions on the issues submitted. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this agreement. His authority shall be limited to deciding whether specific article and sections of this agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgement and discretion under the law and this agreement. The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.

The arbitrators fee and other expenses of arbitration shall be paid by the loser. Each party shall bear his own expense in connection therewith.

1. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:
 - a. Termination of services of or failure to reemploy any probationary teacher.
 - b. The placing of a non-tenure teacher on a third year of probation.
 - c. Termination of services of or failure to reemploy any tenure teacher.
- E. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with the 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.
- F. For administrative convenience, the Board may cause complaints which may be the subject of grievance under this Article first to be presented to the 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.
- G. Grievance Procedure for grievances instituted by the Board of Education or its representatives shall be as follows:

The grievance shall be transmitted to the President of the Association to be forwarded to the Chairman of the SEA Grievance Committee. The committee shall then have ten (10) working days to approve or disapprove the grievance. The decision shall then be transmitted to the Board.

ARTICLE XII, continued

- H. A grievance may by mutual consent be dropped at any stage of the grievance procedure.

ARTICLE XIII
Professional Study Committee

- A. A professional study committee shall be formed of five (5) 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 (upon request of the Superintendent) but at least 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 however 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) in accordance with the terms thereof. The Board recognizes that the code of ethics of the profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- 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 a 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.
- F. If asked to take over extra curricular duties the person will be paid the amount agreed upon by the administration and association.
- G. Teacher daily rate of pay shall be determined by dividing the number of work days into his total salary.

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 50% daily rate of the last contracted year, but not to exceed the rate of a daily substitute, times his accumulated sick leave days, providing the last year of teaching service prior to retirement was at the Saranac Community Schools.

- B.
 - 1. If a teacher shall expire while teaching at the Saranac Community Schools a sum equal to 50% daily rate of present salary, not to exceed the rate of a daily substitute, times the number of unused sick leave days shall be paid to that teacher's estate.
 - 2. The Board may carry life insurance on teachers to satisfy the payment of the death clause.

ARTICLE XVI
Other Provisions

- A. A teacher shall be advanced one step on the salary schedule for each year teaching experience in the Saranac school system.
- B. A teacher shall be advanced one step on the salary schedule for each year teaching experience in other school systems up to 7 years, provided this experience was within the past 11 years. Experience once allowed on contract will be allowed on future contracts.
- C. If a degree or the additional eighteen (18) semester hours is earned before September 1, or February 1st, a new contract will be given to place the teacher on the appropriate schedule.
- D. Non-degree teachers must earn six semester hours yearly for contract renewal.
- E. If any teacher is paid above schedule as called for in article XVIII, all other teachers will be paid the same amount above schedule.
- F. Substitute teachers employed on an irregular basis shall be paid a daily rate of \$20.00. Substitute teachers who will be assigned the same position for thirty (30) consecutive days or more shall be paid \$28.00 per day. Substitute teachers will not be hired for less than one half day.

- G. The Board of Education will pay for insurance benefits according to the following schedule:

Yrs at Saranac	1970-71	1971-72
1st	50%	50%
2nd	60%	60%
3rd	70%	70%
4th	80%	80%
5th	80%	90%
6th or more	80%	100%

The % is times the cost of the insurance a teacher can qualify for. Present rates are: self \$18.04 per month; self and children \$33.26; self and spouse \$60.74 per month; self, spouse and children \$46.64 per month. A teacher whose spouse is covered by another employer will qualify as a single teacher. Any new or revised application for insurance coverage will take effect one month after the application is filed in the superintendents office. Insurance will be as provided in the MEA group policy now carried by the district.

- H. Extra duty percentages shall be applied against the base scale, with 1 years experience credited for each year in that specific activity. Experience credit in other school systems will be limited to six years in that specific activity. Varsity athletic coaches will be credited with ½ year experience if coaching was other than at the varsity level in that specific sport.

ARTICLE XVI, continued

- I. Teachers and their spouses to be admitted free to home athletic events, and that league passes would be issued on first come basis.
- J. The salaries covered by this agreement are set forth in article XVIII.
- K. If any monies result from the following formula:

$$\frac{65\% \cdot [(X - \$538,262) - (\frac{Z - 1254}{25} \cdot 7500)]}{N}$$

- X = net state aid for day students
- Z = number of day students
- N = number of full time equivalent teachers.

teachers will receive a bonus, payable after the last state aid payment has been received.

- L. A teacher will be credited for a year teaching experience for each year in the military service, with a maximum of four years allowed, provided the teacher held a valid teaching certificate prior to the entering of military service.

ARTICLE XVII
Duration of Agreement

- A. This agreement shall be effective as of the 24th day of August, 1970 and shall continue in effect for two years through the 23rd day of August, 1972. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. It is mutually agreed that only the calendar, salary schedule, five items selected by the SEA, and five items selected by the Board of Education will be the basis for the negotiation of any changes to this contract for the 1971-72 contract year.

ARTICLE XVIII
Salary Schedule

Part 1

A. Yrs Experience
See Art XVI A&B

	B	B+18	MorB+30	M+18
0	7,500	7,800	8,100	8,300
1	7,800	8,130	8,430	8,730
2	8,100	8,460	8,760	9,060
3	8,400	8,790	9,090	9,390
4,	8,700	9,120	9,420	9,720
5	9,000	9,450	9,750	10,050
6	9,300	9,780	10,080	10,380
7	9,600	10,110	10,410	10,710
8	9,900	10,440	10,740	11,040
9	10,200	10,770	11,070	11,370
10			11,400	11,700

ARTICLE XVIII
Salary Schedule

Part 2. Extra Duty Pay = % of Individuals base pay.

		%	Maximum
A. Football	Varsity	8	850
	Assist varsity	6	650
	Jr varsity	6	650
	Assist Jr varsity	5	550
	Jr High	5	550
Basketball	Varsity	8	850
	Jr varsity	6	650
	Freshman	5	550
	Jr High	5	550
	Girls varsity	6	650
	Girls Jr varsity	5	550
	Girls freshman	4	450
Baseball	Varsity	6	650
	Jr varsity	4	450
Track		6	650
Wrestling		6	650
Golf		5	550
Cross Country		4	450
Gymnastics		4	450
Tennis		4	450
GAA		3	350
Girls track		4	450

