

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

FILE
66-6247

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

~~_____~~ Agreement

between

The Board of Education

of the

Southfield Public Schools

and

The Southfield Education Association

Southfield Public Schools

MEA
1216 Hendale
East Lansing, Mich.
48823

SOUTHFIELD EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this *6th* day of *Sept.*, 1966 by and between the Board of Education of the City of Southfield, Michigan, hereinafter called the "Board", and the Southfield 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 Southfield Public Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

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

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

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

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

ARTICLE I

Recognition

The Board recognizes the Association as the sole and exclusive bargaining representative for all personnel in the bargaining unit described as follows:

All certificated teaching personnel under contract;
Excluding: Superintendent, Assistant Superintendents;
Administrative Assistants, Coordinator-Director of:
Audio-Visual, Communication, Elementary Education,
Secondary Education, Special Services, Testing, Reading Services; Administrative Interns, Principals, Assistant Principals, House Supervisors; Director of Adult Education, Director of Driver Training, Director of Physical Education.

The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined, and reference to male teachers shall include female teachers.

ARTICLE II

Dues Deduction

Within fifteen days of the beginning of their employment hereunder, teachers may sign and deliver to the

Board a written assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and Michigan Education Association) in such amounts as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all such teachers and remitted not less frequently than monthly to the Association. The deduction shall consist of ten (10) equal monthly installments starting with the second pay period in September, or one (1) payment deducted from the second pay period of October. The parties further agree that the Association is solely responsible for the collection and accounting of all non-deducted membership fees.

Any teacher may cancel or revoke the authorization for deduction upon thirty days written notice to the Board. The Board of Education will promptly notify the Association of all revocations of authorization.

The Association will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board for the purpose of complying with Article II of this Agreement.

ARTICLE III

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership or his participation in any activities of the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of teachers appropriately to invoke the assistance of the State Labor Mediation Board.

C. The Association and its members shall have the right to use school buildings and facilities at all reasonable hours for Association business subject to the existing rules and regulations governing the use of school buildings and facilities. 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 in non-student areas and other presently established media of communication shall be made available to the Association and its members. Abuse of the communication media will result in its withdrawal.

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all regularly available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing programs on behalf of the teachers and their students, together with normally available information which may be necessary for the Association to process any grievance or complaint.

ARTICLE IV

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.

B. Compensation for special assignments shall be as set forth in Appendix B.

C. The salary schedule is based upon a normal weekly duty load, as hereinafter defined in Articles V and VI and in the calendar. (Appendix C).

D. The Board shall continue to pay one additional increment to all counselors, speech correctionists, and special education teachers. Further, visiting teachers and school diagnosticians shall be paid two additional increments. Teacher advisors shall be allocated one teaching period per school day for duties and responsibilities as such. Chairmen shall be allocated one teaching period per day for duties and responsibilities as such.

E. Compensation for extension of normal employment will be pro-rated on the basis of the current contract covering 40 weeks. Such earnings shall be paid at the next

regularly scheduled pay period following completion of the work and will not be allocated through the ordinary forty week contract signed as a teacher.

F. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, when such meetings have been arranged by mutual consent, shall be released from regular duties without loss of salary. The Association shall assume the costs of substitute teachers when required.

G. In order to maintain a high standard of educational opportunities teachers recognize that it is part of their professional responsibility to engage in activities involving the expenditure of time beyond that of the normal working day without additional compensation, except where extenuating circumstances warrant absence. Such activities include P. T. A. meetings and Open Houses.

ARTICLE V

Teaching Hours

A. The classroom teacher's normal duty hours in the school shall be as follows:

	<u>H.S.</u>	<u>J.H.S.</u>	<u>ELEM.</u>
Teachers check in no later than	7:30 a.m.	8:00 a.m.	8:30 a.m.
Teachers at assigned place of duty not later than	7:40 a.m.	8:10 a.m.	8:45 a.m.
Teachers shall leave school no earlier than	3:10 p.m.	3:30 p.m.	3:45 p.m.

B. Building Meetings - In order to maintain an open channel of bilateral communication between the building administrators and the staff, a building procedure will be developed by the faculty and the Administration as to date, time, place and frequency of meetings. This procedure shall include a reasonable number of faculty-administration meetings. Regular attendance is expected.

C. Duty Schedules - At the direction of the Superintendent, principals will prepare duty schedules and make assignments of duties. Teachers will accept and execute duty assignments as part of the regular teaching schedule.

Teachers will share assigned duties and will maintain every safety precaution as long as children are in their charge or on school grounds.

ARTICLE VI

Teaching Loads and Assignments

A. Classroom teachers in the secondary schools will not be required to accept more than 25 full academic teaching periods per week on a regular basis and shall have 5 full unassigned preparations periods per week.

Elementary teachers shall have at least 3 hours preparation time per week.

Except in cases of emergency all teachers shall have a duty free lunch period of at least 28 minutes, not including up to 12 minutes passing time.

B. Since pupils are entitled to be taught by teachers, who are working within their area of preparation, teachers shall not be assigned teaching duties outside the scope of their teaching certificates or their major or minor field of study. In the event that it is deemed necessary by the Board to assign teachers outside such fields of study, the Board shall consult with the Association and teacher prior to implementation of the decision.

C. Teachers who will be affected by a change of grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principals as soon as practicable. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such a change.

D. All special subject teachers should meet with students in a class situation or on special duty assignment for the same period of time per week as prescribed for regular classroom teachers at each particular educational level.

E. Classroom teachers will prepare fourth Friday (green) attendance sheets. Office secretarial staff will prepare 4th Friday final (white) attendance sheets.

F. Summer School Teaching - The Board recognizes that many teachers desire the opportunity to teach summer school classes. In order to provide an equitable distribution of the available assignments, the following rotational order will be followed for consideration of employment of qualified personnel:

1. Teachers who have not taught during the past two (2) summers.
2. Teachers who have taught one (1) of the last two (2) summers.
3. Teachers who have taught the last two (2) summers.

Application must be filed in the Superintendent's office on or before the first of May in order that assignments can be made at the earliest possible date. Final approval by the School Board of the summer school staff shall be upon recommendation of the Superintendent.

G. Teacher Absence Requiring a Substitute - Teacher absence from school is to be reported by the teacher involved to the Board of Education office. Teachers shall notify the Board of Education office prior to 7:00 a.m. of the day that they are to be absent, or the day before, when possible. Failure to do so may require a day's salary to be withheld at the discretion of the building principal and/or the Superintendent of Schools. The above procedure should be adhered to as closely as possible. If the length of expected absence is known, the matter should be made clear to the Board of Education office. When absent the teacher shall inform the local school office of his expected return not later than 3:00 p.m., of the school day prior to such return.

ARTICLE VII

Teaching Conditions

A. The Board and the Association recognize that optimum school facilities and adequate class size, among other factors, are ingredients of a quality program of instruction.

The Board and the Association further recognize that "adequate class size" is a phrase that must be defined. Therefore, a joint Special Study Committee shall be immediately established to prepare class size recommendations with a general priority objective of achieving to the extent advisable and possible, maximum class size of 30 students for regular classes and 15 students for Special Education classes. This committee shall study the following factors in determining recommended class sizes:

1. Existing class sizes.
2. Existing educational programs.
3. Existing state requirements.
4. Existing programs in other school districts.
5. Instructional programs which might be established in the future that may be directly related to the determination of class size.
6. Other relevant factors.

B. Such recommendations will be applied by the Board to the extent of the availability of qualified personnel, funds, and facilities existing and under construction.

C. The Board recognizes that appropriate texts, Library reference facilities, maps and globes, laboratory equipment, Audio Visual equipment, art supplies, athletic equipment, current periodicals, standard tests, questionnaires,

and similar materials are the tools of the teaching profession. The Board and the Association will confer from time to time for the purpose of reviewing the selection and use of such educational tools. Both parties will undertake to implement all joint decisions thus made.

D. The Board shall continue to make available in each school, to the extent permitted by existing facilities, a lunch room and/or a faculty lounge as well as restroom and lavatory facilities exclusively for adult use.

E. Telephone facilities will continue to be made available to teachers for their reasonable use.

F. The Board will continue its policy of non-discrimination against any teacher by reason of his race, creed, color, national origin, age, sex, marital status or membership in, or association with the activities of any employee organization. Further, the Board will continue to recognize full citizenship rights of teachers.

G. The Association will continue to admit teachers to membership and will represent teachers without discrimination by reason of race, creed, color, national origin, age, sex, or marital status. Further, the Association shall continue to recognize full citizenship rights of the members of the bargaining unit.

H. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE VIII

Vacancies and Promotions

A. During the school year the Board agrees to post appropriate notices in connection with its screening program for positions of counselors and administrative interns in every school building for at least 14 calendar days, before the same is filled on a permanent basis.

B. During the school year, with respect to any other vacant professional positions, the Board agrees to post appropriate notices in every school building for at least 14 calendar days before the same is filled on a permanent basis.

C. During the posting period vacancies under A and B above may be filled on a temporary basis.

D. Any qualified teacher may apply for the program or vacancies described in paragraph A and B above and the Board agrees to give due consideration to all applications so filed.

ARTICLE IX

Transfers

A. The parties agree that transfers are to be minimized and avoided whenever possible.

B. In the event that transfers of teachers are necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VIII.

C. Any teacher who shall be transferred to a supervisory or executive position and shall later be returned to a teacher status shall be entitled to such rights as he may have had under this agreement prior to such transfer to supervisory or executive status.

D. Teachers transferring into the Southfield Public Schools shall continue to be allowed up to four (4) years prior teaching experience on the salary schedule.

ARTICLE X

Leave Days

A. Subject to the limitations set forth hereinafter, teachers shall be entitled to leave without loss of pay for the following reasons:

1. Personal illness
2. Illness in the immediate family, which shall be interpreted as father, mother, husband, wife, child, sister, brother, or any dependent of the immediate household residence.
3. Observance of religious holidays and holy days.
4. Reasons deemed appropriate by the Superintendent who may be advised by the Association.

B. Each teacher shall be entitled to up to ten days of leave without loss of pay annually accumulated at the rate of one day for each month worked. The ten leave days for the school year involved will be advance-credited on the opening day of each new school year.

C. Unused leave days will be cumulative to 180 days. A statement of accumulated leave days will be issued at least quarterly.

D. Any tenure teacher who has exhausted his leave days may apply to a Sick Leave Committee for an advance of leave days. The Sick Leave Committee shall consist of two members appointed by the Board and two members appointed by the Association. All such requests shall be in writing and will be subject to the approval of the Sick Leave Committee and the Board. Any leave days so advanced will be charged either against future leave days as earned by the teacher or in the event the teacher terminates employment prior to full

restitution, such days shall be deducted from the teacher's pay.

E. Teachers who abuse the privilege of leave without loss of pay shall be subject to appropriate discipline by the Board.

ARTICLE XI

Leaves of Absence

A. Leaves of Absence, without loss of pay, not chargeable against the teacher's leave day allowance shall be granted for the following reasons:

1. Personal Leave - All employees shall be allowed two (2) days per year, such days not to be accumulated. Such days, when taken must be reported by filing a statement on a form secured from the building principal indicating whether the time off is to be used for personal business or religious observance. The personal leave days are not to be used on the first or last day of a school semester or year, or on a day preceding or following a vacation or a national holiday.
2. Leave for death in the family - A maximum of five (5) days leave, which will not be cumulative, shall be allowed for death in the immediate family, which shall be interpreted as father, mother, husband, wife, child, sister, brother, or dependent of the immediate household residence. Such leave will be subject to the approval of the Superintendent who may be advised by the Association.
3. Leave for death of relative or friend - Upon permission of the Superintendent, one (1) day will be allowed when requested, for the

death of a relative outside the immediate family, or for other persons where the closeness of relationship warrants. An additional two (2) days may be allowed but will be deducted from leave day credit. If no leave day credit is available, there will be a full deduction of these two (2) days from the teacher's pay.

4. Education Conference Attendance - Conference attendance is an integral part of the Board's plan for In-Service growth of personnel. All staff members will be considered for conference attendance.
5. Court Appearance - Court appearance as a witness in any case connected with the teacher's employment or the school, or whenever the teacher is subpoenaed to attend any proceedings.
6. Sabbatical Leave - Leave may be granted to teachers of the professional staff of the Southfield School District upon the recommendation of the Superintendent of Schools, who may be advised by the Association, and finally upon approval of the Board, when in their considered judgment the professional competence of the staff member and the general welfare of the public schools will be benefited.
 - a. Any teacher who has served continuously in the Southfield Public Schools for a period of at least seven (7) years may be granted a sabbatical leave of absence, not to exceed one (1) year, for the following purposes:
 - (1) Approved study
 - (2) Approved travel
 - (3) Other activities approved by the Board

- b. Any teacher on sabbatical leave shall receive a salary equal to one-half of the contractual amount he would have received had he remained. Such salary will be paid on the regular pay periods during the leave.
- c. Notice of intent to apply for leave of absence shall be made on or before April 15 of the school year previous to the school year for which leave of absence is requested. Request for such leave must be made on or before May 15. The total number of teachers on sabbatical leave in any one year shall not exceed two percent of the contractual staff.
- d. Before beginning the sabbatical leave, the teacher shall enter into contract to return to active service in the Southfield Public Schools for a period of at least one (1) year after the expiration of such leave. A teacher who does not fulfill this agreement shall repay to the Board within two (2) years the amount received by him during the sabbatical leave. This rule does not apply in cases where the person becomes incapacitated, or in cases wherein the rule is waived by the Board.
- e. Teachers on sabbatical leave shall be allowed credit toward retirement for the time spent on such leave in accordance with rules and regulations established by Boards of Control of public school employees' retirement funds.
- f. A teacher upon return from a sabbatical leave shall be restored to his teacher position or to a position of like nature and status. Increments shall be added as if the teacher had been teaching in the school district during the time of sabbatical leave. Said teacher shall be entitled to participate in any other benefits that may be provided by rules and regulations of the Board made pursuant to law.

B. Leaves of absence without pay may be granted for any of the following reasons:

1. Health Leave - Subject to the right of the Board to terminate a teacher for just cause, in those instances where a teacher's health warrants it, a health leave shall, after one (1) year of service, be granted up to a maximum of one (1) year plus an unfinished year, at the end of which leave, the teacher must either return or resign unless a special extension is recommended by the Superintendent. When the teacher's health permits his return he shall so request the Superintendent in writing and submit a statement from a physician certifying his fitness to return.
2. Maternity Leave - On recommendation of the Superintendent, maternity leave may be granted after one (1) year of service. Such leave is mandatory at the start of the fifth month of pregnancy as verified by a physician's statement. Written notice to the Superintendent is required. The leave will remain in effect until the teacher, her physician, and the Superintendent agree that the leave be terminated and the teacher re-employed. In no case shall the leave be terminated in less than six (6) months or more than one (1) year after the birth of the child, subject to renewal at the will of the Board.
3. Military Leave - Any teacher covered by the salary schedule who leaves the school district to perform active service in the Armed Forces of the United States is entitled to re-employment rights in the position he is vacating or one of like status and pay scale, provided:
 - a. The position vacated is other than temporary.
 - b. He is honorably discharged from the Armed Forces.
 - c. He is still qualified and competent to perform the duties of such teaching position.

- d. He applies for re-employment within ninety (90) days after discharge or if hospitalized when discharged as a consequence of his active service in the Armed Forces, within one (1) year after such discharge.

In the event of re-employment the following provisions shall apply:

- a. Accrual of seniority shall be granted.
- b. Increments shall be added as if the teacher had been in the school district's employ during the time of such active service in the Armed Forces.
- c. In the case of a certificated teacher, his status under contract shall be the same as when employment was terminated at the time military leave was granted.

Further, all provisions of this policy shall be in accordance with state and federal laws governing military leaves of absence.

4. Leave for Serving in Professional Organizations - Leave for service in professional organizations, S.E.A., M.E.A., N.E.A., may be granted for a maximum of one (1) year.
5. Leave for Work Experience in Business, Industry, and/or Government - Work experience in Business, Industry, and/or Government leave may be granted for a maximum of one (1) year.
6. Research - Research leave may be granted for a maximum of one (1) year.
7. Exchange Teaching - Leave may be granted for a maximum of one (1) year. The leave may be extended for one (1) additional year upon receipt of a written request from the teacher, recommendation of the Superintendent and approval of the Board. Increments shall be added as if the teacher had been in the school district's employ during the time of such leave.

8. Overseas Dependent Schools - A leave for teaching in Overseas Dependent Schools may be granted for a maximum of one (1) year. The leave may be extended for one (1) additional year upon receipt of a written request from the teacher, recommendation of the Superintendent and approval of the Board.
9. Study or Travel - Study or travel leave may be granted for a maximum of one (1) year, upon the recommendation of the Superintendent and approval of the Board.
10. Peace Corps - Peace Corps leave may be granted for a maximum of two (2) years.
11. Volunteers in Service to America (V.I.S.T.A.) - A maximum of one (1) year may be granted.

C. Return from Leave - Upon return of the teacher from leave, all benefits accrued before leave will be restored. Ninety (90) days prior to expiration of the leave, the teacher will notify the Superintendent in writing of his intentions. The Superintendent will take the necessary steps to complete the termination of leave.

ARTICLE XII

Insurance Protection

The Board will pay on behalf of the teacher, upon selection by the teacher, a maximum of one hundred twenty dollars (\$120.00) per year to the teacher for comprehensive hospitalization, medical, and surgical protection. This benefit will be paid only for those teachers who are the principal subscribers under the Southfield Board of Education Blue Cross - Blue Shield Plan or under the current Michigan Education Association Insurance Plan.

ARTICLE XIII

Teacher Evaluation

A. All evaluation or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

B. By mutual appointment, every teacher, accompanied at his request by a representative of the Association, shall have the opportunity to review the following documents in his personal folder, in the presence of an administrator:

1. Any document prepared by the teacher himself.
2. College transcripts.
3. Progress evaluation forms prepared by the principal or supervisor.
4. Other miscellaneous documents which in the opinion of the administration are not privileged or confidential.

C. A teacher shall at all times be entitled to the presence of a representative of the Association when he is being reprimanded or disciplined for any delinquency in professional performance, when such action is to be recorded in the form of a written report.

When a request for the presence of representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Such representation must be provided within two (2) school days.

D. The Board reserves all its rights under the statutes and laws of the State of Michigan including the Michigan Teacher Tenure Act, to discipline, demote, reprimand in writing, and discharge employees for reasonable and just cause. Any discipline, demotion, written reprimand, or discharge including reduction in rank, compensation or other status for disciplinary purposes, and not covered by the Michigan Tenure Act, shall be subject to the professional grievance procedure hereinafter set forth in Article XVI up to but not beyond step five (5). Nothing in this paragraph shall be deemed to apply to annual assignments made by the Board or the Administration involving extra pay for extra duty.

Unless rescinded by the Board any statement and notice given to a probationary teacher pursuant to the Michigan Tenure of Teachers Act shall be fully effective for the purposes of such Act whether or not a grievance is instituted pursuant to this paragraph.

E. Probationary teachers will be evaluated at least once during each school year. The building principal and the teacher will evaluate in conference. A written report shall be prepared in duplicate and signed by the building principal and the probationary teacher. One copy is to be sent to the Superintendent and one copy is to be retained by the building principal. A joint effort will be made by the Administration and the Association to develop a procedure for evaluation of tenure teachers.

ARTICLE XIV

Protection of Teachers

A. The Board continues to recognize its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a pupil requires the attention of Special Services, social workers, law enforcement personnel, physicians or other professional persons, the Board will continue to take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. Any teacher suffering a personal injury or a loss or damage to personal property should promptly report the same to his principal in order to determine whether compensation is due under Workman's Compensation or the School District's insurance policies.

C. Complaints by a parent directed toward a teacher shall be called to the teacher's attention if a permanent record is to be made of such a complaint.

ARTICLE XV

Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties

shall be subject to professional negotiations between them from time to time during the period of this agreement upon consent of both parties. The parties will undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. At least ninety (90) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XVI

Professional Grievances

A. A grievance is a complaint by a teacher in the bargaining unit concerning (1) any alleged violation of this Agreement; (2) any alleged violation of the written Policies or Conditions of Employment established by the Board from time to time; or (3) any disciplinary action not covered by the Michigan Tenure of Teachers Act.

B. All grievances shall be handled by the following procedure:

STEP 1 The teacher shall first promptly discuss the grievance with the Principal (supervisor) in an attempt to resolve the grievance informally.

A teacher not satisfied with the results of the personal conference with his Principal (supervisor) may take his grievance to the Southfield Education Association for consultation. The Association, upon due consideration, will determine whether or not to represent the teacher.

If the Association decides to represent the individual, the Association representatives may visit the Principal (supervisor) in a further effort to resolve the grievance.

STEP 2 If the grievance is not resolved at Step 1, it shall be reduced to writing, clearly stating the claimed basis for the grievance and shall be signed by the teacher and presented to the Principal (supervisor) by the Association within ten (10) school days after the original informal conference under Step 1 of this procedure. The written grievance may be presented to and discussed with the Principal (supervisor) by not more than two representatives of the Association accompanied by the teacher at the discretion of the Association.

Within five (5) school days after receiving the written grievance, the Principal (supervisor) shall communicate his decision in writing, together with the supporting reasons, to the Association.

STEP 3 Within five (5) school days after delivery of the Principal's (supervisor's) decision, the grievance may be appealed to the Assistant Superintendent, having charge of the department, by the Association. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by a copy of the decision

at Step 2.

Within ten (10) school days after delivery of the appeal, the Assistant Superintendent shall investigate the grievance and shall communicate his decision in writing, together with the supporting reasons, to the Association and to the Principal (supervisor).

STEP 4 Within five (5) school days after delivery of the Assistant Superintendent's decision, the grievance may be appealed to the Superintendent by the Association. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions.

Within ten (10) school days after delivery of the appeal, the Superintendent shall investigate the grievance and shall communicate his decision in writing, together with the supporting reasons, to the Association, to the Assistant Superintendent and to the Principal (supervisor). As part of his investigation, the Superintendent may give an opportunity to be heard to the aggrieved teacher and also to the Association.

STEP 5 Within five (5) school days after delivery of the Superintendent's decision, the grievance may be appealed to the Board of Education by the Association. The

appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions.

Within fifteen (15) school days after delivery of the appeal the Board shall give the Association an opportunity to be heard. The Board shall render its decision in writing, together with the supporting reasons, within twenty (20) school days after the delivery of the appeal.

STEP 6 Following the decision of the Board of Education at Step 5, the Association reserves its right to utilize the procedures of the Michigan Labor Mediation Board as provided by statute. After such mediation efforts by the Michigan Labor Mediation Board have been exhausted and if they do not bring about agreement with respect to the grievance, the parties agree that the provisions of Section 25 of Act No. 176 of the Public Acts of 1939, as amended, may be applied upon request of either party. To that end, the Board shall, pursuant to such section, adopt a resolution affirming the procedures of such section, which resolution shall remain in full force and effect for the duration of this Agreement.

C. If a grievance arises from the alleged action of authority higher than the principal of a school (supervisor),

the grievance may be originally presented at the appropriate step of the grievance procedure.

D. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within the time specified in Step 2 shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision and shall bar further appeal. Time limits may be extended in any specific instance by mutual agreement in writing.

E. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given the opportunity to be present at such adjustment of grievances after Step 1.

F. In the case of an individual teacher electing to represent himself in a grievance, the term Association shall mean teacher in Steps 2, 3, 4 and 5 of this grievance procedure.

G. In all steps of this procedure it is understood that the principal, supervisor, assistant superintendent, and superintendent may request other members of the administration to be present.

ARTICLE XVII

Professional Study Committees

A. By mutual consent, joint Professional Study Committees may be established as required, to be composed of members selected by the Board and by the Association.

B. The purpose of such Committees shall be to investigate areas and topics related to improvement in growth of education in Southfield, and recommendations made by such committees shall be considered by the Board in making its policy decisions in such matters.

C. The necessary clerical expenses of such Committees shall be borne by the Board.

ARTICLE XVIII

Miscellaneous Provisions

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Once a teacher has reported unavailability, (Article VI, Section G) it shall be the responsibility of the Administration to arrange for a substitute teacher.

B. The Board shall continue to make every reasonable effort to avoid assigning teachers to substitute for other teachers.

C. The Association shall deal with ethical problems arising under the Code of Ethics of the N.E.A., M.E.A., and S.E.A. in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the N.E.A., M.E.A., and S.E.A. is considered by the Association and its membership to define acceptable criteria of professional behavior.

D. The Board shall continue to hire only those classroom teachers who meet the State of Michigan Certification requirements.

E. The probationary period for teachers new to the Southfield staff and who are entering their first teaching post, is two (2) years. A third year of probation may be required at the recommendation of the building principal. Under the Michigan Tenure Law, teachers who have completed in a satisfactory manner, their probationary period in another school district in Michigan, will after one (1) year of service in the Southfield Schools be eligible for continuing tenure.

F. Probationary teachers may be discharged upon the recommendation of the Superintendent and approval of the Board. The statutory written statement and notice will be delivered to the teacher not less than sixty (60) calendar days prior to the effective date of separation or not less

than sixty (60) days prior to the end of the school year. A teacher may, prior to the effective date of discharge, request an interview with the Superintendent to review the reason for discharge. The statement and notice delivered to the teacher shall be fully effective whether or not an interview is requested or takes place.

G. The Board in recognition of the merits and values of the Advisory Tenure Committee and Tenure Coach system will continue to support a voluntary program of such committees and coaches selected by the Administration to assist in the evaluation of probationary teachers. (Appendix D)

H. Tenure Contract (Section H is intended to summarize the law only and is not intended to add to or detract from the provision of the Michigan Tenure of Teaching Act.)

1. After the satisfactory completion of the probationary period, a teacher shall be employed continuously by the Board under which the probationary period has been completed.

The tenure contract refers to teaching positions only, and continuing tenure, therefore, does not apply to positions other than the active classroom teacher.

In addition, continuing tenure shall not apply to an annual assignment of extra duty for extra pay.

2. The state of Michigan now operates under a statewide continuing tenure act. Thus, in the event a teacher is employed by the board after achieving tenure in another school district, the probationary period cannot be

more than one (1) year. The Board in such circumstances does have the option of placing such a teacher immediately on continuing tenure.

3. Discharge or demotion of a teacher on continuing tenure may be made only for a reasonable and just cause. Specification of charges, notice to all parties concerned, hearing and final determination are all procedural matters governed by the Continuing Tenure Act.
4. All charges against the teacher shall be made in writing and signed by the person making the same and shall be filed with the secretary, clerk or other designated officer of the Board, provided that charges concerning the character of professional services shall be filed at least sixty (60) days before the close of the school year. The Board, if it decides to proceed upon such charges shall furnish the teacher with a written statement of the charges. At the option of the teacher, the Board shall provide for a hearing to take place not less than thirty (30) days nor more than forty five (45) days after the filing of such charges.
5. In the matter of teacher suspension, the Board may suspend the teacher in question, on the filing of charges, from active performance of duty until a decision is rendered by the Board.
6. The conduct of hearings shall be carried out in accordance with provisions as specified in the Michigan Continuing Tenure Act.
7. Any teacher on permanent tenure whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the school district for which he is certified and qualified.
8. No teacher on continuing tenure shall discontinue his services with the Board except by mutual consent without giving written notice to said Board at least sixty (60) days before September 1 of the ensuing school year. Any teacher discontinuing his services in any

other manner than as stated above shall forfeit his rights to continuing tenure.

9. The procedures concerning an unrequested leave of absence will be followed as specified in the Michigan Continuing Tenure Act.
10. A teacher who has achieved tenure status has the right of appeal of any decision of the Board to a state Tenure Commission. The procedures to follow would be those contained in the Michigan Continuing Tenure Act under the section on Appeal.

I. As a condition of employment, all teachers will be required to have a physical examination. Such examination shall be recorded on a form furnished by the Board. Subsequent examinations may be required by the Board at Board expense by a doctor appointed by the Board.

Teachers are required to have a chest x-ray or its equivalent every two (2) years.

J. Each member of the school staff is required to fulfill the terms of his contract of employment. Certified teachers, regardless of status, who wish to terminate employment should hand in written notice to the Superintendent's office as soon as their decision is final, but only after such action has been reported to and discussed with their principal or immediate supervisor. Teachers shall not discontinue their services with the Board of Education at any time after sixty (60) days before September first of the ensuing school year, except by mutual consent. In the event

of re-employment, such employment shall be considered as a teacher new to this school system. However, the Superintendent of Schools is authorized to review each individual case to ascertain what circumstances may exist that warrant consideration beyond the normal case.

K. The retirement age shall be sixty five (65)years Teachers reaching 65 after July shall retire at the end of the ensuing school year.

L. Payroll Deductions

1. At the time the teacher signs his contract or receives his salary statement, he shall be given the option of 21 or 25-26 pay periods. The total salary contracted for, shall be paid in equal amounts depending upon which option the teacher has selected. To the extent possible, pay checks will be issued on the last school day prior to a school holiday during which a pay period shall occur. Should a teacher fail to select an option, he shall be paid in 25-26 equal amounts. Such option cannot be changed once made.
2. All new teachers must have on file an exemption card for withholding tax as required by I.R.S. in the accounting office. Any teacher desiring a change in exemptions shall do so by filing a new card. Deductions are based upon a schedule supplied by the Federal Government.
3. The Board will make retirement deductions in accordance with the law.

4. Teachers may request that additional deductions be made from their pay for the following purposes:
 - a. Washington Income Protection Insurance approved by S.E.A.
 - b. Professional Association S.E.A., M.E.A., N.E.A. dues as described in Article II.
 - c. United Foundation
 - d. Detroit Teachers Credit Union
 - e. Michigan Education Association Tax Deferred Annuity Program
 - f. Hospital Insurance - Blue Cross-Blue Shield

M. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made 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.

N. Subject to the provisions of this agreement and except as expressly provided otherwise by the terms of this agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the

proper discharge of their duties and responsibilities, to control, supervise and manage the Southfield School District and its professional staff, to determine and administer educational policy, to operate the schools and to direct the professional staff, and otherwise retain all rights, authority and discretion which are exclusively vested in the Board or in the Superintendent under governing law, ordinances, rules and regulations as set forth in the Constitution and laws of the State of Michigan and of the United States.

O. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association, and teachers in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

P. During the term of this Agreement the Association will not authorize, sanction, condone or acquiesce in, nor will any member of the bargaining unit take part in, any strike as defined in Michigan Public Act 336 of 1947 as amended

by Michigan Public Act 379 of 1965. In the event of any strike in violation of this agreement, the Association will post notices immediately at any or all schools affected, advising that such strike is unlawful, in violation of this agreement and unauthorized by the Association, and the Association shall advise the striking teachers to return forthwith to their regular duties. The Association shall further take any and all other action reasonably within its power to bring the strike to an end. If the Association takes the foregoing steps and has not acted in violation of its obligations under this Article, it shall not be liable in any way for such strike.

Q. Copies of this Agreement shall be printed at the expense of the Board and will be presented to all members of the bargaining unit now employed or hereafter employed by the Board.

ARTICLE XIX

Duration of Agreement

This Agreement shall be effective as of the 1st day of July, 1966 and shall continue in effect for one (1) year until the 30th day of June, 1967. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WHINESS WHEREOF, the parties have executed this document by their duly authorized representatives the day and year first above written.

BOARD OF EDUCATION OF THE
SOUTHFIELD PUBLIC SCHOOLS

By _____
President

By _____
Secretary

THE SOUTHFIELD EDUCATION
ASSOCIATION

By _____
Its _____

AND NEGOTIATING COMMITTEE

APPENDICES

APPENDIX A

SALARY SCHEDULE

<u>Steps</u>	<u>Years</u>	<u>B.A.</u>	<u>M.A.</u>	<u>M.A.+30</u>	<u>Ratio</u>
1	0	5600	5936	6272	1.000
2	1	5908	6262	6617	1.055
3	2	6216	6589	6962	1.110
4	3	6524	6915	7307	1.165
5	4	6888	7301	7715	1.230
6	5	7252	7687	8122	1.295
7	6	7616	8073	8530	1.360
8	7	8036	8518	9000	1.435
9	8	8456	8963	9471	1.510
10	9	8876	9409	9941	1.585
11	10	9296	9854	10411	1.660
12	11		10240	10819	1.725

COMPENSATION FOR SPECIAL ASSIGNMENTS

Teachers shall not begin extra duty assignments for which they receive extra pay prior to the end of their normal duty hours as set forth in Article IV, Section A.

Compensation for Special Assignments

<u>Senior High School</u>	<u>Level 1</u>	<u>Level 2</u>
1. Head Coach (major sports, football and basketball)	12%	16%
2. Head Coach (minor sports, all others)	8%	12%
3. Assistant Coaches (major sports)	6%	9%
4. Assistant Coaches (minor sports)	4%	6%
5. Intramural Director	6%	8%
6. G.A.A. Director	4%	6%
7. Cheerleading Coach	4%	6%
8. Cygnettes Director	4%	6%
9. Faculty Manager	4%	6%
10. Debate Coach	12%	16%
11. Marching Band Director	4%	6%
12. Yearbook Director	2%	4%
13. Newspaper Director	4%	6%
14. Vocal Music Director	4%	6%
15. Forensics Director	1%	2%
16. Class Sponsor (Chairman)	1%	2%
<u>Junior High School</u>		
1. Head Coach (major sports)	6%	9%
2. Head Coach (minor sports)	4%	6%
3. Assistant Coach (major sports)	4%	6%
4. Assistant Coach (minor sports)	2%	4%
5. G.A.A. Director	2%	4%
6. Cheerleading Coach	2%	4%
7. Student Council Sponsor	1%	2%
8. Dramatics Director	1%	2%
9. Band Director	1%	2%
10. Vocal Music Director	1%	2%
11. Student Publications Director	1%	2%
<u>Elementary School</u>		
1. Service Squad Sponsor	1%	2%
2. Safety Patrol Sponsor	1%	2%
3. Student Council Sponsor	1%	2%

All percents are computed using the B.A. base salary.

APPENDIX B - (Continued)

Each level is reached by years of experience in the special assignment. Example: first year as debate coach would be Level #1, second year would be Level #2.

Summer School

The Summer School rate shall be \$5.00 per hour.

Driver Education

The Driver Education rate shall be:

1st. Year	\$4.00
2nd. Year	\$4.50
3rd. Year	\$4.75
4th. Year or More	\$5.00

APPENDIX C
SOUTHFIELD PUBLIC SCHOOLS
1966-67 Calendar

Monday	September 5	Labor Day
Tuesday	September 6	Building Meetings
Wednesday	September 7	Student Registration & Orientation - Half Day
Thursday	September 8	Classes Full Day (all students)
Thursday & Friday	November 3 & 4	Region Conference Days
Wednesday	November 23	Thanksgiving Recess Schools close, end of day
Monday	November 28	Classes Resume
Thursday	December 22	Winter Vacation Schools close, end of Day
Tuesday	January 3	Classes Resume
Friday	January 27	Records Day - End of First Semester, no school
Monday	January 30	Classes Resume
Thursday	March 23	Spring Vacation Schools close, end of day
Monday	April 3	Classes Resume
Monday & Tuesday	May 29 & 30	Memorial Day Holiday
Wednesday	June 14	Students dismissed at end of day for the year
Thursday	June 15	Records Day
Friday	June 16	Schools close - end of day - Report Cards Posted

APPENDIX D
TENURE POLICY

During the month of September the principal will appoint a Tenure Coach for each probationer, and provide for the establishment of a Tenure Committee. The functions of each are outlined as follows:

- A. A Tenure Coach shall:
1. Be a tenure teacher
 2. Whenever possible, be at same grade level or same subject matter specialist. (In the case of Special Teachers a second Tenure Coach might be provided from another building.)
 3. Make the newcomer familiar with the policies and procedures of the school system.
 - a. Building
 - b. System
 - c. Professional Associations
 - d. Professional Code of Ethics
 4. Not assume the position of being a supervisor of the classroom work of the probationer, but rather stand in the position of a counselor and personal advisor.
 5. Be advised of the confidential nature of the relationship between himself and the probationer.
 6. Assist the probationer in his relationship with the personnel in his building.

7. Answer such questions as the probationer may present during the school year regarding building routines, procedures and policies.
8. Help in the personal adjustment of the probationer to school-community life, and offer constructive suggestions and encouragement.
9. Serve as a helper to the probationer in determining his own worth as an educator.
 - a. Through classroom visits.
 - b. Through general impressions received in talking with fellow teachers.
10. Formulate his impressions for the purpose of reporting to the Tenure Committee, in order to assist that committee in its responsibilities.
11. Whenever practicable, make arrangements to observe the probationer at work in the classroom and for the probationer to visit the Coach at work.
12. Be eligible to serve on the Tenure Committee with full rights but shall not vote on matters pertaining to the probationer (s) assigned to him.

B. Tenure Committee

1. A Tenure Committee should consist of five members, whenever possible, appointed by the principal or elected by tenure teachers.
 - a. Two members for three years.
 - b. Two members for two years.
 - c. One member for one year.
 - d. As these terms expire members will be elected for a three year term.

2. The chairman shall call at least two meetings of the Tenure Committee during the year. Other meetings may be called by the chairman upon request of a committee member, a coach or the principal.
3. A Secretary from the committee shall be appointed to write the minutes of all meetings. The chairman and principal shall be furnished with a copy of all minutes.
4. The Tenure Committee shall be informed by each coach of the progress of probationers as often as it is necessary to make the committee records complete. In turn the coach shall be informed by the chairman of all entries made in his probationer's records by the committee.
5. The Tenure Committee is to make a report each semester, with recommendations on each probationer, directly to the principal, and maintain a copy in the file of the Tenure Committee. All reports regarding status of the probationer shall bear the signatures of all committee members. The reports of the committee shall be considered advisory and confidential. The committee reports of an individual probationer shall be made available to the Southfield Education Association upon request of the probationer.
6. During the first month of the school year the Tenure Committee should have a tenure meeting with all teachers to re-acquaint and inform them of tenure policies.

7. During the first month of the school year each Tenure Committee should hold a meeting with all probationers to discuss the personnel policies of the Southfield school system.
8. All probationary teachers are to be observed at least once a semester by a Tenure Committee Member, to aid in making the semester report.
9. All building Tenure Committees are to use the same evaluation form.
10. All data acquired by the Tenure Committee is to be kept in the principal's office.
11. There must be a conference between the probationer and Tenure Committee following each semester's evaluation.

Conclusion: We believe that tenure will be of invaluable assistance to:

- A. New Teachers, by providing a broader base for the evaluation of their talents, goals and ambitions in terms of the needs of education.
- B. The Tenure teachers, upon whose shoulders will fall considerable responsibility for the welfare of their building.
- C. Principals in the evaluation of their teaching staffs, as they will have the support and help of their teachers by asking cooperation in determining whether a probationer possesses the necessary requirements to make a successful teacher in that building.

D. Both Administration and Staff, since it will develop a heightened sense of responsibility in working together for the continuous improvement of the educational profession in general, and the Southfield Public Schools in particular.