

File

Southfield 7
6/30/72

1970-1972

Agreement

between

The Board of Education of
the Southfield Public Schools

And

The Southfield Education Association

Southfield, Michigan

Southfield Public Schools Board of Education

7/1/70-6/30/72

AEEA
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The Southfield Education Association

AGREEMENT

PREAMBLE

This Agreement entered into this 31 day of August, 1970 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 objectives and programs designed to improve educational standards, and

WHEREAS, The Board and Association have a statutory obligation to bargain one with the other, as representatives of the public and members of the bargaining unit, with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate 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 certified teaching personnel under contract or on leave including Diagnosticians and Social Workers but excluding: Superintendent, Associate Superintendent, Assistant Superintendent, Administrative Assistants, Coordinators, Directors, Principals, Assistant Principals, House Supervisors, and Administrative interns.

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

Deductions For Professional Dues

A. Employees covered by this agreement are to either select membership in the Association during the term of this agreement, or to pay the Association a fee equal to the United Profession (S.E.A., M.E.A. and N.E.A.) dues.

B. The authorized deduction of dues or fees shall be made from a regular paycheck each month, for ten (10) months, beginning in September and ending in June of each year. The Board agrees to remit to the Association all monies so deducted, accompanied by a list of teachers from whom deductions have been made.

C. Each teacher of the bargaining unit having paid dues shall be entitled to vote upon and present items for the contract whether an active member or not.

D. In any case or proceeding brought against the Board at any time before any court or tribunal in which an employee or employees, or any person or organization on their behalf contest any action taken or not taken by the Board in order to comply with the provisions of this dues deduction provision, the Association agrees to reimburse the Board, promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in such action, and also for any and all damages for which the Board may be adjudged liable in such action. The Association further agrees that if it shall fail to reimburse the Board promptly upon demand for the aforesaid fees, expenses and damages, the Board shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Association to the Board, until paid in full, all service charges, membership fees and dues collected by the Board on behalf of the Association pursuant to the provisions of this Section.

Article III, Teacher And Association Rights And Responsibilities

A. Nothing contained herein shall be construed to deny or restrict to any teacher rights provided him under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided citizens of this State.

B. The parties recognize that not all terms and conditions of the employment relationship are specifically contained in this Agreement. Yet the parties agree that certain forms of conduct are not. For the purpose of providing guidelines and adhering to them, the parties agree that teachers shall be judged by the code of ethics established by the education profession, as developed by the National Education Association. Administrators shall be judged by the code of ethics established by the national organization most nearly representative of their assignment (i.e. National Association of Secondary School Administrators), and the Board to be judged in accordance with the provisions of the Code of Ethical Procedures of the Michigan Association of School Boards.

C. The Association will repay in kind any materials used by its members in the conduct of Association business.

D. 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 or amended rules and regulations governing the use of school buildings and facilities.

E. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

Outside resource people or non-employees of either party are not to enter any building without first reporting to the office unless they are participating in a meeting of which the administrator of that building has been previously informed.

In order to more effectively represent the teachers, the President, and Association Representatives shall not be assigned any non-instructional duties. Should a scheduling conflict prevent the implementation of this paragraph, the parties shall confer as to a solution. Any misuse of this released time by the building representative, et. al. shall be brought to the attention of the Association President by the Administration for his study and appropriate action. Association Representatives in the buildings with less than ten (10) teachers shall not be released from non-instructional duties. The Association agrees not to increase its representation ratio from the present level of one Association representative for every twenty (20) teachers or major fraction thereof in each building during the life of this contract.

F. A minimum of ten (10) square feet of bulletin board in each building's faculty room shall be designated for Association use.

G. Teachers shall be permitted to wear insignia or pins of Association membership on school premises.

H. The Association shall be provided a mail box at the Southfield-Lathrup Senior High School. From this point, mail shall be picked up and distributed on a regular basis. All inter-school mail directed to the Executive Director shall be delivered and deposited therein also. One copy of all general mailings to teachers shall be deposited therein.

I. The Board agrees to send to each building sufficient copies of the Board minutes and the Superintendent's reports on the day of the Board meeting to equal the number of Association representatives in each building. These copies are for the use of the faculty and the responsibility for distribution shall be the building administrator's. Should circumstances prevent these minutes and reports from being sent on time, a representative, to be designated by the Association, shall be notified by the Superintendent's office. A list of Association representatives shall be presented to each building administrator at the beginning of the school year. Subsequent changes shall be brought to his attention immediately.

J. 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.

K. Within the limits of professional behavior and generally accepted moral standards, the private and personal life of any teacher is not appropriate matter for the concern or attention of the Board.

L. 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.

M. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time, adopted by the Board or its representatives which are not inconsistent with accepted professional behavior necessary to carry out duties and responsibilities, and are not in violation of the provisions of this Agreement.

N. The interschool mail service and the teachers' school mail boxes shall be allowed the exclusive use thereof by the Association, provided that:

1. General communications shall be labeled or signed by the sending party.
2. General communications shall be made available immediately to the Superintendent and the Principals of the buildings in which they are distributed.
3. Abuse of this privilege shall result in its withdrawal.

O. Professional teachers voluntarily attend many school and community functions. 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.

P. 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, together with all information necessary for the Association to process any grievance or complaint. After written request the Board will have twenty (20) days to furnish the Association all materials not readily available.

Q. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, and shall not be individually liable for any damage or loss to person or property, except in case of negligence and/or neglect of duty.

R. It is expected that each teacher shall fulfill the conditions of his contract.

S. Upon its request, the Association shall be given the opportunity to discuss with the Board its views on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy prior to their adoption.

Article IV, Rights Of The Board

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 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.

Article V, 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. A Master's Degree in Social Work shall be regarded as a Master's Degree plus thirty (30) semester hours on the salary schedule when the holder of such a degree shall have completed the total of sixty (60) semester hours over the Bachelors Degree.

B. All special education classroom teachers may have their contracts extended one additional week, three days before the opening of school and two days after the closing of school, upon request of the teacher and approval of the Superintendent, at prorated salary.

All school social workers, diagnosticians and counselors may have their contracts extended, one week of which will be at prorated salary.

Notice of such extensions shall be given on or before May 15.

C. The salary schedule is based upon a normal weekly duty load as hereinafter defined in Articles VI and VII and in the Calendar.

D. All teachers newly employed shall be given up to four years credit on the salary schedule set forth in Appendix A for all outside teaching experience in any school district in the State of Michigan and other teaching experience acceptable to the Board. Newly employed School Social Workers shall be given up to four years credit on the salary schedule for experience as a social worker or teacher.

Teachers who return to the district will receive full credit for experience previously gained in the district. Credit up to two years will be given toward the maximum of four years for service in the Peace Corps, Volunteers in Service to America, or military services.

Newly hired teachers must file their valid certificate and their official transcript of credits with the personnel office by November 15.

Teachers hired after December first (1st) must file their valid certificate and their official transcript within thirty (30) calendar days of the beginning of contractual employment. Failure to file the certificate, permit, and/or transcript shall result in the withholding of pay until such filing has been completed.

E. A joint committee made up of four persons, two each from the administration and the Association will be continued for the purposes of recommending university credit courses to be conducted in the school district. Reimbursement for tuition shall be provided up to a maximum of twelve thousand dollars (\$12,000) for the 1970-71 school year, and up to a maximum of sixteen thousand dollars (\$16,000) for the 1971-72 school year. Prior to registration, the joint committee shall determine the amount of reimbursement to be received by each teacher who successfully completes these courses. The committee shall recommend programs and procedures for future university course reimbursement.

F. Any extension in work weeks for any professional personnel shall be at the discretion of the Board of Education.

G. Compensation for employment occurring before or after the school year defined in Appendix B, shall be paid at summer school rate. 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 (40) week contract signed as a teacher.

H. When clerical personnel are on duty in the Library Services Department, at least one professional staff member shall be assigned responsibility for their work.

I. The Board shall pay one-half (1/2) additional increment on the salary schedule to all counselors, speech correctionists, reading clinicians, and special education teachers. Similarly school social workers and school diagnosticians shall be paid one (1) additional increment on the salary schedule. Increments above the top steps on the salary schedule shall be computed by using the same differential as that between the final two steps for that degree level into which the teacher normally qualifies.

J. Speech correction teachers shall begin teaching not earlier than two weeks after the opening of school, nor continue beyond two weeks prior to the close of school in June. The time thus made available shall be used for record keeping, screening of students, and similar professional activities.

K. Teachers required in the course of their work to drive personal automobiles from one school building to another or on other approved school business, which shall be subject to Board policy shall receive a car mileage allowance of ten cents (10¢) per mile. Reimbursement shall be requested at least once every three (3) months, and shall cover a period no longer than three (3) months.

L. 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.

M. Teachers who successfully complete hours of graduate credit from an accredited institution of higher education as published in Accredited Institution of Higher Education by the American Council on Education, for the Federation of Regional Accrediting Commissions of Higher Education, shall be placed on the higher and appropriate salary schedule upon verification as described in Section N of this Article.

N. Salary adjustments into a higher salary scale for advanced training must be requested on the provided form and sent to personnel office not later than October 15, in order to receive salary credit for the first semester, or March 15 for the second semester.

O. Basic salaries for teachers will be based on 26 pays unless the personnel department is notified annually in writing, or by proper notation on appropriate forms that the payment plan should only extend for 21 pays. If the twelve month plan is selected, it will not be possible to withdraw accumulated monies in advance. Summer checks will be mailed at regular two-week intervals to the address designated by the employee.

Personnel who terminate employment prior to the last day of school will have their pay re-computed on a daily rate basis from the first day of employment and the current school year to the date of termination of employment, and the additional amount due will be included in the final check.

Under either plan, each day of absence without pay will be computed by dividing the contractual amount by 200 days, thus determining the amount of daily deduction.

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.

P. All else being equal, assignments for the Adult Education, Driver Education, and Summer School programs will be made by the Board on the basis of preference to teachers possessing regular teaching certificates, regularly employed in the district during the normal school year. No teacher shall be required to work a split shift or teach less than two hours in any Summer School program. A teacher shall not be prevented from accepting a teaching assignment which is one hour in duration if the course programming has been so designed.

Q. It is further understood and agreed that the salary schedule shall apply to only regular, full-time teachers. Part-time teachers' salaries shall be prorated in accordance with the amount of time such teachers are employed relative to the full-time teachers in their assigned buildings.

R. The librarians in any library not directly serviced by the Library Services Department shall be employed for one week before the opening of school in the fall.

S. Should administration approval be granted for the school library to remain open longer than five days prior to the closing of school, an additional day will be added to the term of the librarians regular teacher contract for each day the library remains open beyond that date.

Article VI, Teaching Hours

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

| | SHS | S-L HS | Jr. HS | Elem. |
|---|------|--------|--------|-------|
| Teachers report for duty no later than: (a.m.) | 7:30 | 8:00 | 8:05 | 8:30 |
| Teachers shall leave school no earlier than: (p.m.) | 3:10 | 3:40 | 3:30 | 3:45 |

B. In order to maintain an open channel of bilateral communication between the building administrators and the staff, teachers shall reserve after duty hours of the second and fourth Mondays of each month for building faculty meetings. Agendas, frequency, time and place of such meetings shall be set up by the building administration and the Association representative.

After duty hours of the first and third Mondays of each month shall be reserved for intra/extra building committee activities. Agendas, frequency, time and place of these meetings shall cooperatively be arranged by three (3) representatives of the Association and three (3) representatives of the administration. Nothing herein shall require that a meeting be held. However, when meetings are arranged, attendance is required. (Exceptions due to illness, family jeopardy or required university course work not available at any other time during that term are illustrative of valid reasons for absence.)

C. At the direction of the Superintendent, principals will prepare non-instructional duty schedules and make assignments. Such assignments are to be rotated each year to the degree practicable. Teachers are expected to accept and execute such assignments as part of the regular duty schedule. In those buildings where bus duty is necessary such duty shall be shared as nearly equal as practicable. Upon request of the Association representative, the building administration shall be advised by him in regard to the bus duty schedule which duty may conclude after regular duty hours. The Board agrees to arrange bus schedules so far as possible to provide that under normal operating conditions buses shall depart from schools within fifteen (15) minutes after school is dismissed. Teachers in performing bus duty will maintain every reasonable precaution so long as children are in their charge. Special subject teachers are expected to assume a fair share of extra duties as above defined.

Article VII, Teaching Loads And Assignments

A. In accordance with sound educational practices, it is recognized that teachers shall be given time during the school day when students are in attendance in order to prepare for classroom instruction. In a normal work week or the pro-rata part thereof, elementary teachers shall have a minimum of 180 minutes of preparation and conference time, one-half of which shall be in periods of not less than thirty (30) minutes. Secondary teachers shall have at least five (5) full unassigned preparation and conference periods per week.

B. Teachers shall not be asked to substitute for absent or tardy teachers except in the case of emergency. An emergency shall be defined as a period of time when a teacher is unable to be at his teaching station, and the administration or teacher has followed the agreed procedure to acquire a substitute. Insofar as practicable substitution shall be rotated. Those teachers asked to substitute shall be selected on the following basis:

- First:** Teachers or other certified personnel in the bargaining unit who are scheduled for duty during that period.
- Second:** Teachers or other certified personnel in the bargaining unit who are assigned to other than classroom teaching assignments.
- Third:** Teachers on preparation period, provided compensatory time be given for such preparation time used. Nothing herein contained shall indicate that such compensatory time is to be taken from the regular teaching assignment.

C. All secondary school teachers shall have a duty free uninterrupted lunch period of at least forty (40) minutes including passing time. These lunch periods shall not begin after 1:00 p.m. nor end before 11:00 a.m. Exceptions due to modular scheduling or similar educational innovations may determine the beginning and ending time of this lunch period and shall be arranged between the building administrator and Association representative for that building.

All elementary school teachers shall have a duty free, uninterrupted lunch period totaling not less than 250 minutes per week. Exceptions shall be arranged between the building administrator and the Association representative for emergency conditions or inclement weather. However, on no day shall these uninterrupted periods be less than thirty (30) minutes per day. Teachers may leave the building during the lunch period in accordance with the policy as developed by the building administrator and the Association representative. Emergency provision for supervision of elementary children during lunch period shall be developed by the building administrator and Association representative.

D. 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 fields 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 teachers prior to implementation of the decision.

E. 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.

F. Classroom teachers will prepare all fourth Friday attendance sheets when necessary, except the final copy.

G. The parties recognize that students are entitled to be taught by fully qualified teachers while at the same time recognizing a professional responsibility to assist in the preparation of student teachers. Therefore, supervision by a teacher of a student teacher shall be voluntary. No teacher shall serve as a supervising teacher more than one-half his total teaching time each year. Should the college or university provide funds for this service, such funds shall be regarded as an honorarium and shall be distributed to those teachers involved with a particular student on a prorated share according to the time for which the supervising teachers were responsible.

H. In order to provide an equitable distribution of available summer school teaching assignments and to provide a sound educational program, qualified teachers will be selected for employment according to the following with tenure teachers having priority over probationary teachers, all the following being equal:

1. Teachers applying who have taught the preceding summer (limit two summers)
2. Teachers applying who have not taught for the two immediately preceding summers.
3. Teachers applying who have not taught during the preceding summer.
4. Teachers applying who have taught the immediately preceding two previous summers.

If after following the above procedure positions remain unfilled, teaching personnel outside the system may be employed for that summer's assignments. Application must be filed in the Superintendent's office on or before the fifteenth day of April 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. Notification of the teachers applying shall take place on or before the first of May or as soon as necessary information is known.

I. Teacher absence from school is to be reported by the teacher involved to an agent of the Board of Education to be designated from time to time. Teachers shall notify the Board of Education's agent at least one hour prior to the check-in time 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 direction of the building principal and/or the Superintendent of Schools. The above procedure is to 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's agent.

J. The parties recognize that efficient staff utilization is a desirable goal. They recognize further that time spent traveling between schools adds to the direct cost of school operation. Therefore, to the degree practicable, teachers shall be assigned to as few buildings as possible. Also, to the extent possible, vocal music, physical education, art, and library teachers shall be moved for no less than half a day at a time. Instrumental music class scheduling shall reflect adequate time for traveling between buildings and for setting up and dismantling equipment between classes.

K. As a book selection is a part of the librarian's (media center specialist) normal duty, time shall be provided for group meetings

of librarians (media center specialists) during the regular duty hours for this purpose. However, such time shall not exceed five (5) hours per month, and every effort should be made to keep the instructional materials center open during this time.

L. It is recognized that elementary teachers may occasionally require emergency relief. When such relief is required, the building administration will be responsible for providing temporary supervision.

M. Conference Days: When conference days with parents are scheduled in elementary schools, the interview shall be during duty hours. Each parent who desires a conference with a particular teacher will be given the opportunity to do so, by the teacher.

Each building principal and Association representative will be allowed to develop a conference system that would reflect the needs and desires of that particular building. However, in no case shall the number of conferences held per day exceed reasonable limits. Under this system, each teacher will be provided regular lunch hour.

N. Kindergarten teachers shall be provided one additional records day at the close of the first semester.

O. No teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university and meets the Michigan Certificate Code requirements.

P. The Association shall be represented in the planning of the teachers' in-service programs.

Q. Every effort will be made to assign reading clinicians only instructional and directly related non-instructional duties during normal school hours.

R. The criteria for determining the order of employment of teachers in summer curriculum projects will be:

1. Those teachers who directly participated in the development of the project.
2. Teachers who will be involved in the immediate implementation of the project. In any single school or department, if a choice between individuals is necessary, the principal and the staff will make the decision.

Article VIII, Teaching Conditions

A. The Board and the Association agree to the following maximum class loads:

1. **Elementary (K - 6)**

- a. The maximum average number of students per teacher in the kindergarten sections shall not exceed 29 per building.
- b. Sufficient teachers shall be assigned to each elementary school to keep the average number of students in the lower elementary level (grades 1-3) to 29 per building, and the average number of students in the upper elementary level (grades 4-6) to 29 per building.
- c. The planning of split grades shall be cooperatively developed between the principal and the staff, particularly the teachers involved. The number in a split grade should be less than the average for the building.

2. **Secondary (7 - 12)**

- a. The number of students assigned per teacher in the academic areas shall not exceed 160 per day.
- b. The number of students assigned to laboratory facilities shall not exceed the number that the laboratory is planned to serve.
- c. A full-time qualified Instructional Media Specialist shall be provided for every 700 students or major fraction thereof. In each Junior High School one co-op student should be assigned on a half-time basis.
- d. The Board of Education will work toward limitations of 55 students in all physical education classes in the district.

3. **Exceptions to the class-size and load limitations listed under 1 and 2 above may be made in any of the following circumstances:**

- a. There is no suitable space available within the school system to permit scheduling of any additional class or classes in order to reduce class-size.
- b. Conformity to the class-size objectives would result in placing additional classes on short time schedule.
- c. The teachers involved have agreed to different sizes in order to better meet the needs of children, e.g. Reading Readiness groups in first grade.

d. At no time shall the class-size exceed the reasonable physical limits of the room or facilities (especially for small classes.)

e. Classes containing concentrations of disadvantaged students shall be reduced in size to a number which permits optimum learning opportunities for such pupils.

4. The class sizes and loads listed under 1 and 2 above are subject to modification for educational purposes such as specialized or experimental instruction (e.g. team teaching or large group instruction), improvement of instructional methods, or any other valid reason which will be communicated to the Association as soon as practical.

B. It is agreed that any provisions regarding class size shall be considered along higher student performance as a rationale for consideration. It follows, small class sizes should lead to higher student performance.

C. The Board will continue to provide appropriate texts, library references facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standardized tests, questionnaires, field trips, and similar materials as they are the tools of the teaching profession and the benefit of the students of the district, providing financial conditions permit.

D. The Board shall continue to make available in each school to the extent permitted by existing facilities, a lunch room and/or faculty lounge as well as restroom and lavatory facilities exclusively for adult use. Should the Association feel such facilities are inadequate, notice shall be given to the Administration for review with the Board of Education.

E. Telephone facilities will continue to be made available to teachers for their reasonable personal use for unit free or collect calls. All other personal calls will be billed to the individual.

F. 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.

G. Normal maintenance of facilities and equipment is the duty of each teacher as part of his employment. When extensive repairs or maintenance are necessary it will be brought to the attention of the building principal for his disposition.

H. Each teacher will be issued, for personal use, a copy of all texts used in each of the courses of his assignment.

I. Each teacher shall be assigned for personal use, a locked facility and will also be assured work space when necessary.

J. A teacher on the secondary level shall not be assigned more than three different course or grade level preparations. Should more than three preparations (as above defined) be necessary, the Association shall be notified prior to implementation.

K. Teachers shall not be assigned to share one classroom at the same time while providing different curriculum offerings.

L. The Board shall provide in each kindergarten classroom, as a minimum, a one-way communication device connecting the classroom with the office for use by the teacher in alerting office personnel to an emergency situation.

M. Whenever possible elementary classroom teachers' assignments to more than one school shall be avoided. If a two-building assignment is deemed necessary, teacher aide help up to 180 minutes per week shall be provided to compensate for time spent in travel and care of additional facilities. Elementary special subject teachers shall be excluded from this provision.

Article IX

Department And Grade Level

Chairmen And Teacher Advisors

A. In all departments of the junior and senior high schools, having twenty four (24) sections or more, the principal shall appoint a department chairman. Departments of a school having fewer than five members, except for those departments identified in E below, may be combined with other departments in that school. The physical education department in the junior high school shall continue to have a department chairman. The department chairman shall exercise such coordinating and administrative functions as have

heretofore been performed, including serving as liaison between the teachers of the department and the school administration. A department chairman shall not be considered a supervisory employee.

B. Department chairman shall be assigned at least one less class per day or equivalent. Department chairmen in departments with eleven or more members shall be assigned two fewer classes. Senior high department chairmen in departments with ninety (90) sections or more shall be assigned three (3) fewer classes. Newly appointed department chairmen will not serve in dual roles as Athletic Director or Teacher Advisor.

C. Teacher advisors at the secondary level in Math, Social Studies and English shall be released from teaching duties for at least two periods each day. All other Teacher Advisors at the secondary level shall be released from teaching duties for at least one period each day. Teacher advisors at the elementary level shall be released from teaching duties one-half day each day. Teacher Advisors shall not be assigned non-instructional duties.

A part of the teacher advisor's released time shall coincide with the released time of the corresponding department chairman in the building, and back up to his conference period if at all possible. This time should be arranged during the first two periods of the day.

D. Every effort also will be made to provide secretarial assistance through the curriculum office.

E. In each junior high school, there shall be appointed a coordinating teacher in industrial arts, home economics and art. Each of these teachers shall be released from one period of non-instructional duties, the equivalent of one class period, if at all possible.

F. The employment of department chairmen and teacher advisors may be extended upon administrative recommendation up to a maximum of one week beyond the closing of school.

G. Each elementary special teacher's chairman (art, vocal music, physical education) shall be given at least one hundred eighty (180) minutes per week for his duties to function in the coordination of his specialty.

Article X, Vacancies And Promotions

- A. Once during the school year the Board agrees to post appropriate notices in connection with its screening program for positions of counselor and administrative interns, in the offices and faculty rooms in every school building for at least ten (10) days when school is in session.
- B. When vacancies occur in positions of department chairman or athletic director, notices of such vacancies shall be posted in all offices and faculty rooms for ten (10) days when school is in session before the position is filled. Any qualified teacher may apply for the vacancies. The administration will give due consideration to all applications so filed.
- 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 paragraphs A and B above and the Board agrees to give due consideration to all applications so filed.
- E. Teachers who have applied and have been interviewed for positions other than classroom teaching shall be given continued consideration for unexpected openings during the subsequent school year and before a new screening program is completed. When such openings occur the building principal shall be informed by the personnel office of those persons from the previous screening so that he may include them in his considerations before making an appointment recommendation.
- F. After March 1, any professional position within the bargaining unit which becomes vacant shall be filled on a temporary basis only until the end of the school year. During the first ten (10) school days of May such positions shall be posted in office and faculty rooms before a permanent assignment is made for the following school year.

Article XI, Transfers

- A. The parties agree that transfers are to be minimized.
- 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 X.
- C. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels or schools unless the teacher requests such a change. Whenever such change is contemplated the Association will be consulted.
- D. 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.
- E. A teacher may request a voluntary transfer for the following school year any time after February 1 and before the end of the second week in May. Every effort will be made to notify persons of transfer request acceptance or rejection before the end of the present school year.
- F. When a reduction in the number of teachers in a particular school is necessary, Section C shall not prevail. To the extent possible all volunteers shall first be transferred. Based on the need within the area of specialization, transfers will be made on the basis of years of service in the district. When, however, years of service in the district are equal, years of service in the building shall be the basis for determining transfers, those lowest in the time of service being transferred first. Notice of transfer will be given to the teachers concerned as soon as practicable.
- G. Before the Board makes any necessary reduction in personnel, it will first notify the Association regarding the effects of such reduction. This notification will include, but not be limited to, such information as the criteria used for the determination as to who will be discharged.

Article XII, 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, mother-in-law, father-in-law, or any human dependent of the immediate household residence.
3. Observance of religious holidays and holy days.
4. Reasons deemed appropriate by the immediate supervisor and the Superintendent who may be advised by the Association.

B. Each teacher shall be entitled up to thirteen (13) days of leave without loss of pay annually accumulated at the rate of 1.5 days for each month worked. The thirteen (13) leave days for the school year involved will be advance-credited on the opening day of each new school year.

In each school year two of these days may be taken as personal leave days, without loss of pay without explanation. However, these two days may not be taken on the opening or closing days of school, nor days immediately preceding or following legal or religious holidays. Some illustrative examples of legitimate reasons for granting such leave days are:

1. Attendance at a ceremony awarding a degree to the teacher for such portion of the day as is necessary.
2. One day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband, or wife.
3. Time necessary for the conduct of personal affairs which cannot normally be handled outside school hours, such as performance of religious obligations, court appearances, and medical and dental appointments when such appointments cannot be made at any other time.
4. Required appearance for income tax hearing.
5. Closing of a home mortgage.
6. Taking time off to get married.

Illustrative examples of absences not considered legitimate under this policy are:

1. Taking a trip, either for personal reasons or to accompany a spouse on a business trip.

2. Visiting or entertaining relatives or friends.

C. Unused leave days will be cumulative to 213 days. A statement of accumulated leave days will be issued at least quarterly.

D. Absence due to injury or illness incurred in the course of the teacher's employment by the district, shall not be charged against the teacher's leave days, except for that portion of his salary not covered by Workmen's Compensation.

E. The Sick Leave Bank shall be maintained. Each teacher upon initial employment shall deposit one leave day from his individual leave bank. Each year the Board shall deposit in the Sick Leave Bank, to the extent available, a sufficient number of unused leave days of teachers who terminate their employment with the school district in order to maintain a level equal to one day for each employee in the bargaining unit. Withdrawals may be made from the bank upon written application to the Leave Day Committee by a teacher who has exhausted his own leave days or under other provisions stated in this contract.

The Leave Day Committee shall be composed of two members of the administrative staff and two members of the Association and shall meet no less frequently than monthly. The Committee shall be empowered to approve or disapprove all such applications and determine the number of days allowable if approved. The teacher receiving such an allowance from the bank shall not be expected to repay the days so provided.

F. Additional leave without loss of pay not chargeable against the teacher's leave day allowance shall be granted for the following reasons:

1. **Education Conference Attendance:** 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.

2. **Court Appearance:** Court appearance as a witness in any case connected with the teacher's employment, the school, or whenever the teacher is subpoenaed to attend such proceedings.

3. **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, mother-in-law, father-in-law 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.

4. **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.

G. A teacher who is exposed on the job and is subsequently absent from work because of mumps, scarlet fever, measles or chicken pox shall have days charged against leave days restored from the sick bank upon the presentation of evidence of on-the-job exposure to the Leave Day Committee.

H. Teachers who abuse the privilege of leave without loss of pay shall be subject to appropriate discipline by the Board which may be advised by the Leave Day Committee.

I. A teaching contract assumes full service except for necessary absences as covered under this Article. Therefore, personal leave without remuneration is granted only for reasons in Section A above.

J. If the building principal and the Association Representative agree that there is an abuse of sick leave with regard to a particular teacher and have advised the teacher of such an agreement, such teacher shall be asked to provide a doctor's statement for subsequent absences due to illness.

Article XIII, Leaves Of Absence

A. 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 general welfare of the public schools will be benefited.

1. Any teacher who has served continuously in the Southfield Public Schools for a period of at least seven (7) years and has a teacher's permanent or life certificate, may be granted a sabbatical leave of absence, not to exceed one (1) year for the following purposes:

- a. Approved study.
- b. Approved educational travel.
- c. Other activities approved by the Board.

2. 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. He shall also receive insurance benefits as if he were not on leave.

3. Notice of intent to apply for leave of absence shall be made on or before March 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 April 15. The total number of teachers on sabbatical leave in any one year shall not exceed two per cent (2%) of the contractual staff. Disposition of the request for leave shall be communicated not later than May 15.

4. 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.

If the application of a qualified teacher, for sabbatical leave in one year is denied due to an excess of the two per cent (2%)

provided in 3 above, he shall have his application considered first in the succeeding year should he reapply and be eligible.

5. 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.

6. A teacher upon return from a sabbatical leave shall be restored to his teaching 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.

7. To protect the Board against the teacher's failure to return to his teaching position provided he is physically and mentally capable, the teacher shall execute a non-interest bearing note in the amount of the salary payable while on leave. This note shall be paid off by one of two methods:

a. The face amount of the note shall diminish by an amount equal to one-tenth ($1/10$) of the original face amount for each eighteen (18) days of service rendered.

b. The note shall, upon failure of the teacher to return to the system to teach, be payable in twenty (20) installments, beginning with October 1st of the year the teacher should have returned and continuing for the next twenty two (22) months, excluding the intervening July and August. During such payments there shall be added to each payment an amount to cover interest so that the effective rate of interest the Board receives will be four (4) per cent on the unpaid balance, effective January 1st of the year the sabbatical was actually used. The teacher shall, after notifying the Board that he will not return, have the option of paying the note in full with no interest prior to September 1st of the school year he would have assumed his normal teaching station.

8. During the sabbatical leave the teacher shall not be allowed to hold any full-time paid teaching position. However, this section shall not be construed to deny any teacher the right to fellowships, scholarships, grants-in-aid, or other scholastic stipends.

B. Leave 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 a maternity leave may be granted to a tenure teacher. Such leave is mandatory at the start of the fifth month of pregnancy, as verified by a physician's statement, unless the fifth month begins after May 15, in which case leave begins at the end of the school year. A written request 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) weeks or more than one (1) year, after the termination of the pregnancy, subject to a one (1) year extension, upon request of the teacher and upon approval by the Board. Notification is the responsibility of the individual. Failure to notify the superintendent in writing thirty (30) days before the beginning of the fifth month of pregnancy may be grounds for refusal of the request. Those teachers who are not on tenure, or who are refused the requested maternity leave, shall be terminated no later than the beginning of the fifth month of pregnancy.

3. **Adoption Leave:** A female teacher who is on tenure and is adopting a child, may be granted leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which she went on leave. The leave shall be granted for a period of one (1) year, and may be renewed for an additional year.

4. 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 certified 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.

C. Leaves of absence without pay granted for the following reasons shall be given credit on the salary schedule as though the teacher had taught in the system during the period.

1. Exchange Teaching: Leaves 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.

2. 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.

3. **Peace Corps:** Peace Corps leave may be granted for one (1) year. This may be extended one (1) additional year upon written request to the Superintendent.

4. **Volunteers in Service to America (VISTA):** A maximum of one (1) year may be granted.

D. Leaves of absence may be granted without pay for the following reasons and for the periods indicated, without gaining credit on the salary schedule.

1. **Leave for serving in professional organizations:** Leaves for service in professional organizations, S.E.A., M.E.A., N.E.A., may be granted for a maximum of one (1) year.

2. Leave for approved work experience in business, industry, and/or government, may be granted for one (1) year, which may be extended for an additional year at the approval of the Board.

3. **Leave for campaigning or serving in public office:** A leave of absence not to exceed one (1) year, unless extended by the Board may be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office.

4. **Leave for educational research:** An educational research leave may be granted for a maximum of one (1) year.

5. **Leave for 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.

E. **Return from Leave:** Upon return of the teacher from leave, all benefits accrued before leave will be restored. Sixty (60) days prior to expiration of the leave, the teacher will notify the superintendent in writing of his intentions. Failure to do so shall be considered as resigning from service in the district, and may prevent the reinstatement. The superintendent, upon notification, will take the necessary steps to complete the termination of leave. A teacher, upon return from leave, shall be restored to a position for which he is qualified.

F. Any teacher who while on leave of absence takes employment as a teacher in another district or in any other way violates the terms of his leave shall be deemed to have terminated his relationship with the Southfield Public Schools and there shall be no further obligation upon the Board.

Article XIV, Insurance Protection

A. The Board shall select the insurance carrier and support the cost for the teachers of four thousand dollars (\$4,000.00) group term life insurance after the individual teacher shall have paid the cost of two thousand dollars (\$2,000.00) of coverage during the 1970-71 school year. Such program shall pay to the teacher's designated beneficiary the sum of six thousand dollars (\$6,000.00) upon death with provisions for double indemnity in the event of accidental death.

Beginning with the 1971-72 school year, the Board shall select the insurance carrier and support the cost for the teachers of six thousand dollars (\$6,000.00) group term life insurance after the individual teacher shall have paid the cost of two thousand dollars of coverage. Such program shall pay to the teacher's designated beneficiary the sum of eight thousand dollars (\$8,000.00) upon death with provisions for double indemnity in the event of accidental death.

B. The Board agrees to provide semi-private coverage for each teacher (and dependents) who is the declared head of the household or principal wage earner and is not otherwise covered, at a rate not to exceed the rate charged for Michigan Education Special Services Association Super Med (exclusive of optional benefits-- Loss of Time benefits, additional Life Insurance, Dependent Life Insurance and Long Term Disability.) Any teacher who is not the declared head of household or principal wage earner and who is not otherwise covered, will be provided with the same coverage on a single subscriber basis. At the teacher's option, a Michigan Hospital Service Plan (Blue Cross-Blue Shield comprehensive Hospital, Semi-private only, Riders F, SA, MVF-1, Riders FC, S, SDGB, Medicare Options, Blue Cross-2, Blue Shield-1, Master Medical) of equivalent cost to the Board may be selected. The Board shall provide information about Blue Cross-Blue Shield and M.E.A. insurance at the time of initial employment and shall enroll the new person in the program of his choice.

C. The Board shall provide five dollars (\$5.00) coverage per month, beginning February 1, 1971 toward MESSA/DCI Dental Service Plan for teachers who select it.

Beginning February 1, 1972, the Board shall provide eight dollars (\$8.00) coverage per month toward MESSA/DCI Dental Insurance Plan for teachers who select it.

D. Subject to the terms of the contracts with the respective insurance carriers, it is the intent of the parties that insurance benefits provided for in Article XIV shall commence on the first compensable working day of teachers and that coverage shall remain in effect continuously for the duration of this agreement as long as the teacher is actively employed by the Board (or is on leave pursuant to Article XII of this Agreement). The parties further intend that teachers on sabbatical leave will be covered as provided for in Article XIII, Section A-4 of this Agreement. There will be no coverage for teachers on any other type of leave.

E. Teachers on Leave of Absence for health reasons may continue under group coverage for six (6) months. During such time the teacher shall be responsible for submitting premium payments directly to the Board. At the end of six (6) months, teachers will be dropped from the Board's group coverage.

F. There shall be no duplication of insurance. The teacher must notify the personnel office of any personal coverage or coverage from spouse's insurance plan. If the teacher is covered by any other hospitalization insurance, the Board obligations under this provision shall be waived.

G. Upon initial employment, the teacher may be required to submit an affidavit of 'supporting spouse or family. Refusal or failure to submit such an affidavit can mean the reduction of hospitalization and health care insurance coverage to single subscriber benefits until such an affidavit as mentioned above is produced.

H. The terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters including but not limited to benefits, eligibility and termination of coverage.

I. The Board, by payment of the premium payments required to provide the coverage shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Association, nor shall such failure be considered a breach by either of them of any obligation.

Article XV, 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 official personnel folder, located in the Personnel Office, in the presence of an administrator:

1. Any document prepared by the teacher himself.
2. College transcripts.
3. Any 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 an Association representative is made by the teacher or administrator, 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 XVIII, 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 Adminis-

tration 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 shall be observed at least twice during the school year, by November 1 and March 1 of each probationary year. Probationary teachers who begin their employment after the regular opening of the school year shall have the above schedule adjusted to provide two observations during each probationary year.

F. At least two observations shall be conducted by the probationary teacher's appropriate supervisor. Each observation shall be made in person for a minimum of twenty consecutive minutes. More and longer periods are encouraged.

G. The teacher, administrator and observer, if other than the administrator, shall confer following each observation, such conference to be scheduled to occur within a reasonable time following the observation. The purpose of such a conference is to aid the probationer through critique, suggestions and discussion.

H. No later than March 25th of each probationary year, a written evaluation report will be furnished to the superintendent, covering each probationary teacher. This report will contain the principal's recommendation regarding employment for the ensuing school year. This report shall be signed by the probationer, signifying his awareness of content. If the report contains information not previously made known to and discussed with, the probationary teacher, the administrator shall discuss such information prior to submitting the report to the superintendent. In the event the principal's recommendation indicated dismissal or third year probation, his evaluation when sent to the superintendent, shall be accompanied by the building tenure committee's recommendation if available. This building tenure committee's recommendation shall be returned to the building principal after appropriate action by the Board. In the event a probationary teacher is not to be continued in employment, the Board shall so advise the teacher in writing in accordance with the Michigan Tenure Law.

Article XVI, 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 support the teacher with respect to such pupil.

B. Subject to the policy and procedures developed and published by the building principal and faculty, 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 to the principal full written particulars of the incident, as defined above, as promptly as his teaching obligations will allow, but no later than the end of the following school day. The principal, at the request of the teacher, will communicate his disposition of the problem or indicate his intent to act on the matter, in writing, before the end of the following school day, following receipt of the written report of the teacher.

C. Suspension of students from school may be imposed only by a principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and parent when warranted. Transfer of the student to another teacher will be discussed with the teachers involved, or other measures short of suspension will first be exhausted. In the development of pupil placement assignments, consideration will be given for pupils who are being serviced by the school social worker. Efforts will be made to divide these pupils as equitably as possible among classroom teachers. All available resources of the school will be taken into account.

D. 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.

E. If any teacher has a complaint against him lodged with the police department, or issued as a result of any action taken by the teacher while in the performance of his regularly assigned

duties and performing properly, lawfully and in accordance with written Board policy and written administrative regulations, the Board shall refer the matter to its insurance carrier with the request that all necessary assistance be rendered to the teacher in his defense.

F. Time lost by a teacher in connection with a complaint or suit, as mentioned in this Article, shall not be charged against the teacher, should the teacher be found innocent or the charge dismissed.

G. Should a teacher incur injury or damage to himself or his personal property as the result of an accident suffered in the course of his employment, the Board shall refer the claim to its insurance carrier for appropriate disposition.

H. Teachers authorized to participate in school activities before or after school hours shall be regarded as extensions of employment for purposes of insurance coverage.

Article XVII, Negotiation Procedures

A. It is contemplated that matters not specifically covered by this agreement but of common concern to the parties, shall be, upon consent of both parties, subject to professional negotiations between them from time to time during the period of this agreement. 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, and not more than one hundred twenty (120) days before the close of school 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 negotiation or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district.

Article XVIII, Professional Grievances

A. A grievance is a complaint by a teacher in the bargaining unit concerning any alleged violation of this Agreement, or 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 within five (5) days of the alleged occurrence, discuss the grievance informally. A teacher not satisfied with the results of the personal conference with his supervisor may take his grievance to the Association representative for consultation. The Association, upon consideration, will determine whether or not to represent the teacher. If the Association decides to represent the individual, the Association representatives may visit the supervisor within fifteen (15) days of the alleged violation in a further effort to resolve grievance.

Step 2 - If the grievance is not resolved at Step 1, it shall be reduced to writing, clearly stating the claim basis for the grievance and shall be signed by the teacher and presented to the supervisor in duplicate by the Association representative 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 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 supervisor shall communicate his decision in writing together with the supporting reasons, to the Association representative.

Step 3 - Within five (5) school days after delivery of the supervisor's decision, the grievance may be appealed to the Personnel Administrator by the Association representative. 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 Personnel Administrator shall investigate the grievance and shall communicate his decision in writing, together with the supporting reasons, to the Association and to the supervisor.

Step 4 - Within five (5) school days after delivery of the Personnel Administrator'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 Personnel Administrator, and to the 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 - If the grievance remains unresolved at the conclusion of Step 5, it may be submitted to advisory arbitration at the request of the Association, provided written notice of the request for submission to arbitration is delivered to the Board within twenty (20) working days after the date of the Board's written communication of its decision under Step 5. Following the written notice of request for submission to arbitration the Association and a committee of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within fifteen (15) working days after the date of the request for submission, the arbitrator shall be selected according to the rules of the American Arbitration Association. The arbitrator shall render his opinion only with respect to the particular grievance submitted to him, and such opinion shall be advisory only, and not binding upon the Board or the Association. The arbitrator's fee and expenses shall be shared equally by the Board and the Association.

C. If a grievance arises from the alleged action of authority higher than the immediate supervisor, the grievance may be originally presented at the appropriate step of the grievance procedure. The supervisor shall receive a copy of the grievance from the Association representative.

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 comply with the time limits in Step 1 shall bar the grievance. Failure to file a grievance within the time specified 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 grievance after Step 1.

F. In the case of an individual teacher electing to represent himself in a grievance, the term Association, or Association Representative 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 Association except as provided in Section E above, the supervisor, Personnel Administrator, and the Superintendent, may request other persons to be present.

Article XIX, Continuity Of Operations

A. 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.

B. No teacher shall be required to report for work on any day where an official public notice over radio stations WXYZ, WWJ, and WJR, shall have closed the Southfield Public Schools. In the event of adverse conditions on days when students are not scheduled to report, but teachers are, teachers shall report unless such official public notice indicates otherwise.

Article XX, Miscellaneous

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Such list may include teachers on maternity leave from this system only following the sixth week after the pregnancy has been terminated. Once a teacher has reported unavailability it shall be the responsibility of the Administration to arrange for a substitute teacher.

B. Teachers who know that they will not return to teach in the district for the ensuing year shall verbally advise their supervisor if asked, of that fact. Such notification is informal and not binding on the teacher or the Board.

C. 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.

D. As a condition of initial employment, all teachers shall be required to have a physical examination and a tuberculin test. Such examination shall be recorded on forms provided by the Board. As prescribed by law, each teacher shall provide to the Board evidence of a negative tuberculin examination annually.

All certificates of health required by the Board subsequent to the physical examination at initial employment and not for the purpose of returning from a health leave, extended illness exceeding two weeks, or for securing use of the leave bank, shall be at Board expense by a doctor appointed by the Board.

E. Probationary teachers may be discharged upon 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.

F. 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 building faculty and approved by the Administration to assist in the evaluation of probationary teachers. If the voluntary program is selected, it is agreed by the parties that Appendix D will be adhered to.

G. A certified teacher, regardless of status, who wishes to terminate employment should hand in a written notice to the superintendent's office as soon as his decision is final, but only after such action has been reported to and discussed with his principal or immediate supervisor. A teacher shall not discontinue his 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.

H. The retirement age shall be sixty-five (65) years. Teachers reaching 65th anniversary of their birth after June 15 shall retire at the end of the ensuing school year.

I. Payroll Deductions:

1. 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.

2. The Board will make retirement deductions in accordance with the law.

3. Teachers may request that additional deductions be made from their pay for the following purposes:

a. Washington National Income Protection Insurance approved by S.E.A.

b. Professional Association, S.E.A., M.E.A., N.E.A., dues, or fees.

c. United Foundation contributions.

d. Detroit Teachers Credit Union.

e. Tax Deferred Annuity - Michigan Education Association, Lincoln National, or Equitable Life.

f. Health Insurance - Blue-Cross - Blue-Shield, Michigan Education Association sponsored health insurance.

g. Detroit City Income Tax.

h. Dental Insurance after February 1, 1971 - MESSA-DCI.

i. Michigan State Income Tax.

J. The Board shall provide up to a total of fifty-five (55) days per year for the collective use of the Association members for Association business. Application for use of these days shall be processed through regular conference attendance channels and shall be signed by the Association President signifying his approval. No deduction from the individual's leave day accumulation shall be made for days so granted. It is understood that the only expense to the Board is the regular compensation of the teacher and employment of substitute teachers. In addition, the Association President shall be released one period per day for the performance of Association business.

K. 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.

L. 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.

M. Copies of this Agreement shall be prepared 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.

N. Each teacher shall prepare and have on file an adequate two-day lesson plan for use in the case of an emergency absence for which no regular lesson plan is available.

O. It shall be the responsibility of teachers to interpret the program of the schools to the community in ways which will improve the public's understanding of purposes and procedures and encourage its involvement and support.

P. All days of attendance for pupils shall be used for instructional programs unless designated otherwise by the Board.

Article XXI, Duration Of Agreement

This Agreement shall be effective as of the 1st day of July, 1970 and shall continue in effect for two (2) years until the 30th day of June, 1972. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

APPENDIX A

Southfield Public Schools

Salary Schedule 1970 - 71

| Steps | Years | B.A. | M.A. | M.A. 30 |
|-------|-------|-------|-------|---------|
| 1 | 0 | 8000 | 8500 | 9000 |
| 2 | 1 | 8200 | 8700 | 9200 |
| 3 | 2 | 8500 | 9000 | 9500 |
| 4 | 3 | 9500 | 9800 | 10300 |
| 5 | 4 | 10000 | 10400 | 10900 |
| 6 | 5 | 10500 | 11000 | 11500 |
| 7 | 6 | 11100 | 11600 | 12100 |
| 8 | 7 | 11700 | 12300 | 12800 |
| 9 | 8 | 12300 | 13000 | 13500 |
| 10 | 9 | 12900 | 13800 | 14300 |
| 11 | 10 | | 14600 | 15100 |
| 12 | 11 | | 15400 | 15900 |

Salary Schedule 1971 - 72

| Steps | Years | B.A. | M.A. | M.A. 30 |
|-------|-------|-------|-------|---------|
| 1 | 0 | 8464 | 8993 | 9522 |
| 2 | 1 | 8676 | 9205 | 9734 |
| 3 | 2 | 8993 | 9522 | 10051 |
| 4 | 3 | 10051 | 10368 | 10897 |
| 5 | 4 | 10580 | 11003 | 11532 |
| 6 | 5 | 11109 | 11638 | 12167 |
| 7 | 6 | 11744 | 12273 | 12802 |
| 8 | 7 | 12379 | 13013 | 13542 |
| 9 | 8 | 13013 | 13754 | 14283 |
| 10 | 9 | 13648 | 14600 | 15129 |
| 11 | 10 | | 15447 | 15976 |
| 12 | 11 | | 16300 | 16822 |

APPENDIX B

Southfield Public Schools

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 VI, Section B.

| SENIOR HIGH SCHOOL | Level 1 | Level 2 |
|---|----------------|----------------|
| 1. Head Coach (major sports: football and basketball) | 13% | 17% |
| 2. Head Coach (minor sports: all others) | 9 | 13 |
| 3. Assistant Coaches (major sports) | 7 | 10 |
| 4. Assistant Coaches (minor sports) | 5 | 7 |
| 5. Intramural Director | 7 | 9 |
| 6. Student Congress Sponsor | 5 | 7 |
| 7. G.A.A. Director | 5 | 7 |
| 8. Cheerleading Coach | 5 | 7 |
| 9. Cygnettes Director | 5 | 7 |
| 10. Faculty Manager | 5 | 7 |
| 11. Debate Coach | 13 | 17 |
| 12. Assistant Debate Coach | 5 | 7 |
| 13. Marching Band Director | 7 | 9 |
| 14. Yearbook Director | 5 | 7 |
| 15. Newspaper Director | 5 | 7 |
| 16. Vocal Music Director | 5 | 7 |
| 17. Director of Plays and Musicals | 5 | 7 |
| 18. Producer of Plays and Musicals | 5 | 7 |
| 19. Forensics Director | 2 | 3 |
| 20. Class Sponsor (chairman) | 2 | 3 |
| 21. Orchestra Director | 2 | 3 |
| 22. Photography Director | 2 | 3 |
| 23. Radio Sponsor | 5 | 7 |
| JUNIOR HIGH SCHOOL | | |
| 1. Head Coach (major sports) | 8 | 10 |
| 2. Head Coach (minor sports) | 6 | 7 |
| 3. Assistant Coach (major sports) | 6 | 7 |
| 4. Assistant Coach (minor sports) | 4 | 5 |
| 5. G.A.A. Director | 3 | 5 |
| 6. Cheerleading Coach | 3 | 5 |
| 7. Student Council Sponsor | 3 | 5 |
| 8. Dramatics Director | 2 | 3 |
| 9. Band Director | 2 | 3 |

Junior High cont'd

| | | |
|-----------------------------------|---|---|
| 10. Vocal Music Director | 2 | 3 |
| 11. Student Publications Director | 2 | 3 |
| 12. Yearbook Sponsor | 2 | 3 |
| 13. Instrumental (orchestra) | 1 | 2 |

DRIVER EDUCATION

The Driver Education rate for 1970-71 shall be:

| | | |
|----------|--------|----------|
| 1st year | \$5.40 | per hour |
| 2nd year | 6.00 | per hour |
| 3rd year | 6.25 | per hour |
| 4th year | 6.75 | per hour |

The Driver Education rate for 1971 Through Duration shall be:

| | | |
|----------|--------|----------|
| 1st year | \$5.65 | per hour |
| 2nd year | 6.25 | per hour |
| 3rd year | 6.50 | per hour |
| 4th year | 7.00 | per hour |

ELEMENTARY SCHOOL

LEVEL I

LEVEL II

| | | |
|----------------------------|---|---|
| 1. Service Squad Sponsor | 2 | 3 |
| 2. Safety Patrol Sponsor | 2 | 3 |
| 3. Student Council Sponsor | 2 | 3 |
| 4. Newspaper Sponsor | 2 | 3 |

All percents are computed using the B.A. salary at Step 1.

Each level is reached by years of experience in the special assignment or sport in the district.

Examples: first year class Sponsor (Chairman) would be level I, second year would be level II.

SUMMER EMPLOYMENT

The summer school employment rate will be \$6.50 per hour retroactive to July 1, 1970 and will remain in force until 7/1/71 when the rate shall increase to \$7.00 per hour.

APPENDIX C

1970 - 71 SCHOOL CALENDAR

| | | |
|-------------------------|-------------------------|-----------------|
| September 3,4, 1970 | In-Service | Teachers Report |
| September 7 | Labor Day | Schools Closed |
| September 8 | First Day (Students) | |
| October 1, | Insufficient Membership | Schools Closed |
| November 26, 27 | Thanksgiving Recess | Schools Closed |
| December 21 - January 1 | Winter Recess | Schools Closed |
| January 29, 1971 | Records Day | No Students |
| February 15 | Curriculum Workshop | No Students |
| April 9 - 16 | Spring Recess | Schools Closed |
| May 31 | Memorial Day | Schools Closed |
| June 17 | Last Day for Students | |
| June 18 | Last Day for Teachers | |

The calendar for the 1971 -72 school year will consist of 181 student attendance days and 186 teacher days. Specific dates and holidays will be established by a joint administration - Association committee during April, 1971.

APPENDIX D

Tenure Policy

During the month of September the tenure committee will be established. The tenure committee (as selected by tenured faculty members with the approval of the building administrator) will appoint a tenure coach for each probationer.

A. Tenure Committee

1. A tenure committee should consist of five members.
 - 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 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 reacquaint 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 Assessment Form I.
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.

B. Tenure Coach shall:

1. Be a tenure teacher.
2. Whenever possible, be a 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 assigned to him.

C. We believe the tenure committee will be of invaluable assistance to:

1. New teachers, by providing a broader base for the evaluation of their talents, goals and ambitions in terms of the needs of education.
2. The tenure teachers, upon whose shoulders will fall considerable responsibility for the welfare of their building.
3. 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.
4. 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.

IN WITNESS 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 Robert R. Scrase
Robert R. Scrase - President

By Harold I. Bussey
Harold I. Bussey - Secretary

**THE SOUTHFIELD EDUCATION
ASSOCIATION**

By Duane Winter
Duane Winter - President

AND NEGOTIATING COMMITTEE

Elizabeth Watchko
Elizabeth Watchko

Daniel Karstofsky
Daniel Karstofsky

Frederick Peters
Frederick Peters

Gerald E. Haymond
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