

*Southgate*  
*FOR REVIEW*

*Voting today* | *A.M. SEA*  
*P.M. Board*

*6/30/68* *67-68*  
**RECEIVED**

SEP 14 1967

OFFICE OF  
PROFESSIONAL NEGOTIATIONS

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 1967, by and between the Board of Education of the Southgate Community School District, hereinafter called the "Board", and the Southgate 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 Southgate is their mutual aim, and

WHEREAS the parties have a mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with respect to hours, wages, terms, and conditions of employment of the teachers within the unit set forth in Article II, Section A. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

A. "The Board hereby recognized the Association as the exclusive and sole bargaining representative for all educationally certificated personnel, under contract, including permanent substitutes, employed or to be employed by the Board, excluding: Superintendent, Assistant Superintendent, Principals, Assistant Principals, Federal Programs Coordinator, Curriculum Director, Supervisors as defined in the Acts, athletic director, teacher aides, substitute teachers, and all similar employees. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the unit as defined above, and reference to male teachers shall include female teachers.

"A permanent substitute is defined as anyone employed by the Board for one year in a specific teaching position."

*#270*  
*#3-6/30/68*

*#470*  
*#570*

MEA  
1216 Kendale  
E. Lansing, MI  
48823

*Southgate Community School District*

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. Nothing contained herein shall be construed to <sup>deny or</sup> restrict to any teacher any rights he may have under the Michigan General School Laws or Constitution of Michigan or Constitution of the United States.
- D. Nothing contained herein shall be construed to deny or restrict to the Board any rights it may have under the Michigan General School Laws or Constitution of Michigan or Constitution of the United States.

#### ARTICLE II - DUES DEDUCTION

- A. Within thirty (30) days of the beginning of each school year, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National Education Association and the Michigan Education Association). Such sums shall be deducted during the six consecutive pay periods commencing the 1st pay of October from the salary of all teachers authorizing deductions and remitted within thirty (30) days to the Association. Teachers joining the Association at the beginning of the second semester and signing and delivering to the Board an assignment authorizing deduction of said membership dues, may have dues for that semester deducted from the four consecutive pay periods commencing the 1st pay of February.

- B. The Association will be responsible for disbursement of the Michigan Education Association and the National Education Association dues paid to it, to the treasurers of those organizations.
- C. The Association shall return any and all dues to the Board which have been deducted and remitted to the Association in error.

### ARTICLE III - BOARD RESPONSIBILITIES

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and to transfer all such employees.
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature, subject to the provisions of Article VII, Section B.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and terms and conditions of employment.

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

ARTICLE IV -- ASSOCIATION AND TEACHER RIGHTS

A. The Association may use school rooms or multi-purpose rooms without charge after school hours from Monday through Friday during the period that school is in session and when custodians are normally in the building. If it is necessary to open a building especially for the Association, the fee charged will cover only the cost of the custodial services. A fee of \$15.00 will be charged for each use of gyms and auditoriums, unless the fee is waived by the Superintendent, plus the cost of any additional custodial services. The Association shall be liable for damages to school property. All applications for the use of school buildings will be made in writing to the Superintendent.

B. Duly authorized representatives of the Association shall be permitted to visit school premises to transact official Association business at reasonable times, provided that this shall not interfere with or interrupt normal school operations or activities. And such Association representative shall first notify the Superintendent and the building principal.

C. Typing and duplicating facilities will be made available to the Association for their use after school hours, for the purpose of producing notices, announcements, and other such items of an official nature. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

- D. The Association shall be provided adequate bulletin board space in the teacher's lounge in each school building for the posting of notices and other material relating to the official business of the Association. The Association Building Representative shall be responsible for the posting of such material and the content thereof.
- E. The Board agrees to furnish to the Association, upon reasonable request, available information concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other available information as will assist the Association in developing accurate, informed and constructive proposals, together with such available information that may be necessary for the Association to process efficiently any grievance in the grievance procedure.
- F. The superintendent shall consult with the Association, upon request, regarding any fiscal, budgetary or tax programs.
- G. Teachers shall be permitted to wear the insignia pin of the Association.
- H. The Association shall continue to have the right to place material relating to the official business of the Association in the teachers' mail boxes.

## ARTICLE V -- TEACHING HOURS AND CLASS LOAD

A. The normal weekly teaching load at the junior and senior high schools will be 25 teaching periods, 5 unassigned preparation periods and a daily duty-free lunch period of no less time than the students are permitted. In the case of unusual circumstances requiring the services of a teacher, the teachers agree to cooperate.

Immediately upon the opening of the school year, there shall be set up a study committee, consisting of the parties to this agreement, whose objective will be to explore the possibility of lengthening the lunch period in the senior high. A trial period will be given to any recommendation forthcoming from the committee.

B. The normal weekly teaching assignment in the elementary schools shall be  $27\frac{1}{2}$  hours. The Board will provide a minimum of 120 minutes of released time from the above schedule for elementary teachers in grades one through six and subject matter specialists to use for class preparation. This time will be made available in not less than 3 days. Elementary teachers will use the time when their classes are receiving instruction from subject matter specialists or participation in the physical education programs to fulfill the above requirement. Kindergarten teachers will be provided 10 minutes of preparation time per day. The Board agrees that it will endeavor to implement this program. In the event that the Board is unable to implement the program, it will promptly notify the Association. The superintendent will discuss the matter with the Association, upon request.

All elementary teachers shall have a daily duty-free lunch period of 45 minutes. In the case of unusual circumstances requiring the services of a teacher, the teachers agree to cooperate.

C. The preceding provisions for preparation time and lunch period are subject to such things as field trips and shortened daily schedules. Teachers understand the meaning of a preparation period and will use it

to the fullest advantage of the students.

D. Whenever possible teachers with laboratory preparation will have access to the facilities of their room during their preparation period. The final determination will be made by the Building Principal

E. If a teacher shall teach more than the normal teaching load as set forth in this Article, Sections A and B, teach on his preparation period, or assume the responsibility of another teacher's students along with his own, he shall receive additional compensation at the rate of \$5.50 per class hour.

#### ARTICLE VI -- SPECIAL STUDENT PROGRAM

A. Emotionally Disturbed Children: The parties recognize that special attention should be given, where possible, to any class containing a child identified by any valid criteria as an emotionally disturbed child. The parties consider reduction of class size as one method of handling such situation, but not the exclusive method.

#### ARTICLE VII -- TEACHING CONDITIONS

A. The Board agrees to keep/<sup>secondary</sup>class sizes at an acceptable number in accordance with the standards of the North Central Association and the standards for the elementary schools to be determined by the superintendent and the Association president. It is understood, however, and particularly in the junior high school, that this may not be possible at all times, but that the Board will continue its efforts to meet such standards. In the event that the Board is unable

to implement the above, it will promptly notify the Association. The superintendent will discuss the matter with the Association, upon request.

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, safety equipment, and similar materials are the tools of the teaching profession. The principals and their staffs shall confer from time to time for the purpose of improving the selection and use of such educational tools. The Board will continue to keep the schools reasonably and properly equipped and maintained.

C. Teachers shall continue to have the use of typing, duplicating, and dry copy equipment for preparation of instructional materials.

D. To relieve teachers of cafeteria duty, the Board agrees to engage aides to handle this responsibility in all schools. In the case of unusual circumstances requiring services of a teacher, the teachers agree to cooperate. Any teacher who supervises a lunch period will be paid \$5.50 per hour.

- F. The Board shall provide gym uniforms and tank suits for physical education teachers, smocks for art and home economics teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial education teachers. Proper laundering service for all of said items shall be provided without charge to the teacher.
- G. The Board shall make available in each school at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.
- H. Telephone facilities in the school office shall be made available to teachers for their reasonable use.
- I. Upon request of the Association, vending machines shall be installed in the teacher's lounges. The building principal will consult with the staff as to the use of the proceeds.
- J. The Board will continue to provide adequate off-street paved parking facilities, properly maintained, for teachers' use.
- K. This school district requires retirement of teachers at age 65. A teacher may be requested to make application to the Board to continue teaching in the school system and may be granted a contract only on an annual, non-tenure basis.

- L. The Board will continue to attempt to maintain an adequate list of substitute teachers. An automatic telephone answering service will be provided. The teacher may call in daily during an absence and state the length of time they may expect to be out.

### Article VIII - Teacher Evaluation

- A. The evaluation of the work of all teachers is a responsibility of the administration. Written evaluations shall be made for all probationary teachers as permitted by law and discussed with each teacher. A copy thereof shall be given such teacher, upon request.
- B. Each teacher shall have the right, upon request, to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The administrator shall remove such credentials and confidential reports from the file prior to the review of the file by the teacher.

### Article IX - Department Chairmen

- A. The principals of the senior and junior high schools may select among their departmental staffs a department coordinator. Interest, ability, experience, length of service, and other good qualities will be considered by the principals in making the selection. The department coor-

dinator shall be assigned duties as determined by the administration. Such coordinator shall not be considered as a supervisory employee. Any teacher selected as a department coordinator shall be compensated at the rate of \$250.00 a year.

ARTICLE X -- QUALIFICATIONS, ASSIGNMENTS, VACANCIES,  
PROMOTIONS, and TRANSFERS

A. Teachers are encouraged to file advance notice in writing with the superintendent expressing any desire for change in assignment.

When any vacancy shall occur during the school year, notice thereof shall be placed in teacher mailboxes. A reasonable effort shall be made to keep the job open for five school days. Any teacher may apply in writing for such a vacancy. Any teacher who has previously filed a preference in writing shall be considered automatically.

When any vacancy shall occur during the summer, notice thereof shall be given where possible to those who have previously filed their preferences in writing. A reasonable effort will be made to keep the job open for five days.

When any vacancy shall occur in supervisory or administrative levels, notice thereof shall be given to those teachers who meet Board established criteria.

B. In filling a vacancy within the bargaining unit, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. The Board, after consideration of the foregoing, retains the discretion to fill such vacancy.

C. The parties recognize that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and executive positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.

D. The parties recognize the changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools may be necessary. Such transfers and changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments and transfers the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.

E. All new teachers to be employed by the Board must have either a secondary or elementary permanent or provisional certificate, whenever possible.

Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers to be employed shall not be assigned, except temporarily and for good cause as determined by the Superintendent, outside the scope of their teaching certificates or their major or minor field of study. It is understood that the word temporary shall be defined as not to exceed two semesters except in cases of unusual circumstances which will be discussed with the Association in advance of any further extension.

H. On or before June 1 of the school year, the administration will give to each teacher his tentative class assignments. In the event that changes in such assignments are necessary, all teachers affected will

be notified promptly and will be given an explanation as to the need for such change.

- I. In the event the Board determines to maintain a summer school program, an adult education program, or a driver training program, the Board agrees to give preference to regularly employed teachers in the district who are qualified for the available positions and who have notified the superintendent of their desire to teach in these programs. Whenever two or more teachers apply for one of these teaching positions and in the opinion of the superintendent their qualifications are relatively equal, then length of service in the District shall be the determining factor.
- J. The rate of pay for summer school, adult education, or driver training teaching positions shall be \$5.50 per clock hour.

#### ARTICLE XVI - SICK LEAVE

- A. All teachers shall accumulate unused sick leave at the rate of ten (10) days per school year cumulative to a total of one hundred thirty (130) days.
- B. Sick Leave: Teachers may use the ten (10) days sick leave per year when necessary as follows:
1. Personal illness.
  2. Illness or death in the immediate family group.
  3. Quarantine or exposure to contagious disease which may endanger the health of the pupils and employees.

4. Sick leave will accrue and be allowed at the rate of one(1) day per month except that teachers who have little or no accumulated leave and who must use leave early in the school year and exceed their accumulation will be advanced five (5) days in addition to the amount accumulated. The amount advanced and the amount accrued are not to exceed ten (10) days for any one (1) year.
5. Half-day Absences: Employees reporting at the beginning of their work period who are forced to leave any time after three (3) hours because of illness, may be counted as absent one-half ( $\frac{1}{2}$ ) day. Employees absent from work at the beginning of the work period and reporting at least three (3) hours before the close of the day may be considered as absent one-half ( $\frac{1}{2}$ ) day.
- C. Before a teacher is permitted to return to work after an illness exceeding thirty (30) calendar days during the school year, he may be required to present a physicians statement certifying his readiness to return to work with no hazard to the health or safety of the teacher or the student.
- D. Any teacher whose personal illness extends beyond the period compensated under Sub-section A, above, shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. A leave of absence shall be in writing and granted for a definite period of time, renewable upon application. The teacher may be entitled to return to his regular position from such leave at any time

within the semester in which the leave was granted. Although the Board cannot guarantee the return of any teacher to a specific building, grade level, or special assignment at the conclusion of such leave exceeding the semester, it will return the teacher to some position within the system. The teacher will be returned to his same or comparable position at such time as a position becomes open.

## Article XI

## PERSONAL BUSINESS

A. Personal Business Leave of two days each year, without loss of pay will be granted, in cases where such business cannot be conducted after school hours or on weekends. These shall not be accumulative, nor deducted from sick leave days. They may be used when travel of great distances is involved in the burial of a member of the immediate family as defined in Article XII, section A 1.

B. Half-day Absences: Employees reporting at the beginning of their work period who leave any time after 3 hours may be counted as absent 1/2 day. Employees absent from work at the beginning of the work period and reporting at least three hours before the close of the day may be considered as absent 1/2 day.

## Article XII

## LEAVES OF ABSENCE

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

1. A maximum of three(3) days per school for each death in the immediate family--father, mother, spouse, child, brother or sister, father-in-law, mother-in-law, grandparents.

2. An absence of one (1) day per school year for a death in the family, not covered by the definition "immediate family" in Subsection 1 above.
  3. Absence when a teacher is called for jury service, provided that the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily jury duty fee paid by the court.
  4. Court appearance as a non-party witness or when a party defendant incident to his employment, provided that the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the witness fee paid by the court, if any.
  5. Administrator approved: visitation at other schools, or attending educational conferences or conventions, including Association meetings.
  6. Time necessary to take the selective service physical examination.
- B. Leaves of absence for not more than one year without pay may be granted upon application to the Board for the following purposes:
1. Study related to the teacher's field of certification.
  2. Study to meet eligible requirements for certification other than that held by the teacher.
  3. Study, research, or special teaching assignment involving benefit to the school system. The regular salary increment occurring during such period shall be allowed.

C. A maternity leave shall be granted without pay, commencing no later than the end of the fifth (5th) month of pregnancy, except that the teacher may, at the discretion of the Board, be permitted to continue for a further period of time. The Parties agree that it is preferable where possible for a teacher to commence such leave during a normal school break period, such as Christmas recess, commencement of a new semester, Easter recess, or the end of the school year. The teacher shall notify the administration of her desire to return from such leave at any time within three (3) years. The teacher will be returned to her same or comparable position at such time as a position becomes open.

D. Teachers who are elected officers of the Michigan Education Association may be given leave of absence without pay for the purpose of performing duties for the Association, provided that no such leave shall exceed one year. Such person will be re-employed upon application if a position is available.

E. An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws of the United States. Teachers on military leave shall be given the benefit of any salary increments.

F. The Board shall grant a leave of absence for up to one(1) school year without pay to any teacher elected to public office.

G. A leave of absence without pay will be granted for a period of up to two (2) years to any teacher who joins the Peace Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Appendix A. Such person will be re-employed upon application if a position is available.

## Article XIII - Professional Behavior

- A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement governing the discipline of teachers.
- B. No teacher shall be disciplined, suspended, or reprimanded without just cause.
- C. Discipline of teachers shall be subject to the grievance procedure; provided, however, that (1) as to probationary teachers the Board may give such notices of unsatisfactory work as shall be required or permitted by the Michigan Tenure of Teachers Act during the pendency of any grievance procedure and that the Board's decision on the termination of the services of or failure to re-employ any such teacher on a third year of probation shall be final, (2) as to tenure teachers pending grievance procedures shall be dismissed immediately upon the filing of written charges under the Michigan Tenure of Teachers Act and said Act shall thereafter govern all proceedings against the teacher.

## Article XIV

### Continuity of Operations

A. When severe winter weather makes it impractical to hold regular classes, school closing will be announced over radio stations WJR and WKNR. The announcement will be called in as soon as the decision is made in the hope that it can be broadcast between 7:00 and 7:30 A. M.

The decision to close school will depend primarily upon the condition of roads in the metropolitan area. If conditions are such as to make school bus travel unsafe, travel by private cars will likewise be deemed unsafe and schools will be closed.

ARTICLE XVII - SCHOOL CALENDAR

September 4 - Monday	Labor Day
September 13 - Wednesday	A.M. General meeting, Davidson Junior High P.M. Building meetings
September 14 - Thursday	A.M. Registration, Grades 1 - 12 P.M. Teachers' meetings
September 15 - Friday	Complete Schedule, Grades 1 - 12 Registration, K
September 18 - Monday	Complete Schedule, Grades K - 12
November 2 - Thursday	State Institute
November 3 - Friday	State Institute
November 22 - Wednesday	Schools close for Thanksgiving recess at end of normal school day
November 27 - Monday	Schools re-open
December 21 - Thursday	Schools close for Christmas recess at end of normal school day
January 2 - Tuesday	Schools re-open
April 11 - Thursday	Schools close for Easter recess at end of normal school day
April 16 - Tuesday	Schools re-open
May 29 - Wednesday	Schools close for Memorial Day recess at end of normal school day
June 3 - Monday	Schools re-open
June 18 - Tuesday	Schools close for the summer

Teachers on duty = 187

Full days of school for students = 181

## ARTICLE

## -- PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the one-year term of this Agreement.

B. Credit for experience outside the school system shall be evaluated by the Board and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit may be given for up to five (5) years of experience. It is understood that this provision shall not apply to teachers who currently are at or above the fifth step on the salary schedule.

C. Academic credits earned beyond a Bachelor's Degree shall be paid at the rate of \$10.00 per credit hour, not to exceed thirty (30) credit hours. Academic credits earned beyond a Master's Degree shall be paid at the rate of \$10.00 per credit hour, not to exceed thirty (30) credit hours.

1. Salaries will be adjusted for each college semester hour successfully completed in a regular degree program. Adjustments will be made at the rate of \$10.00 per semester hour from the Bachelor's Degree to the Master's Degree, and from the Master's Degree to a doctorate or specialist degree. Maximum adjustment: six (6) hours per semester during the school year.
2. No adjustments will be made until a record of credits earned is on file in the office of the Board of Education.
3. In order to participate in the remuneration for additional college preparation, a teacher must be enrolled in and pursuing a regular degree program in a recognized college or university.
4. No remuneration for college semester hours beyond the Bachelor's or Master's Degree will be made until a Provisional Certificate has been awarded.
5. Final salary adjustments for the school year will be made in October and will include remuneration for any semester hours earned during the preceding school year. In order to receive compensation for college hours earned, a transcript of credits must be in the superintendent's office not later than October 30.
6. It will be the responsibility of each teacher to see that the proper record of training and experience is on file in the office of the Board of Education.

d. When a teacher is assigned on a semi-permanent basis to teach on his conference period, he will be paid 1/6 of his contract salary rate for the period of the assignment.

E. When asked to work beyond the school year, counselors will be paid in accordance with current practice.

F. A teacher working one-half or more of the minimum membership days of a school year shall be placed on the next step of the pay scale.

Any teacher failing to meet the above requirement but teaching in this district successfully for 85 days from time of employment may be placed on the next step of the pay scale by the superintendent.

G. The extra duty assignments of teachers covered by this Agreement are set forth in Schedule B which are attached to and incorporated in this Agreement.

#### ARTICLE XIX -- TERMINAL LEAVE

Terminal pay at retirement will be granted employees who have been employed in the School District a minimum of 20 years. Such pay shall be an amount equal to one-quarter of accumulated sick leave.

#### Article XX - Cases of Assault

A. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. If unprovoked as determined by the Superintendent, the Board shall provide legal counsel to advise the teacher of his rights and obligations with respect to such assault. The Board, also, shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

#### Article XX B

No notice based upon a complaint by a parent of a student directed towards a teacher shall be placed in the teacher's personnel file unless such notice is promptly brought to the teacher's attention.

#### Article XXII - Insurance protection

The Board agrees to furnish to all teachers the following insurance protection:

A. For full time teachers, the Board agrees to pay Comprehensive Hospitalization M75 MED.-SUR. Certified S & F Riders - Master Medical - N/C Rider.

B. The Board shall provide without cost to the teacher group life insurance protection which shall pay to the teacher's beneficiary the sum of \$1,000 upon death with provision for double indemnity in the event of accidental death.

C. The Board shall provide each teacher with an opportunity to participate in a tax free annuity program.

## ARTICLE XXIII - GRIEVANCE PROCEDURE

A. A grievance is a matter involving the violation of a specific article or section of this Agreement, or the violation of a specific rule of the Board.

B. Any teacher having such a grievance may discuss the matter with the school principal during non-teaching hours, with the object of resolving it informally.

C. In the event the matter is not satisfactorily resolved, the following procedure shall be followed:

1. Step One: The grievance shall be reduced to writing within ten (10) days from date of occurrence, signed by the teacher or teachers involved, and submitted to the school principal.

a. The grievance shall specify the facts giving rise to the grievance, the article and section of the agreement allegedly violated, and the relief requested.

b. The principal shall submit an answer within ten (10) school days in writing. One copy of his decision shall go to the grievant and one copy to the building representative.

2. Step Two: Within five (5) school days after receiving the decision of the principal, or after it is due, the aggrieved teacher may appeal to the superintendent of schools or his designated representative. The appeal shall be in writing and shall contain the reasons for the appeal.

a. Within (10) ten school days after receipt of the appeal, the superintendent shall investigate the grievance, including giving the aggrieved teacher and the building representative a reasonable opportunity to be heard, and render his decision

in writing. A copy of his decision shall be delivered to the teacher involved, the building representative, and the school principal.

3. Step Three: Within five (5) school days after receiving the decision of the superintendent, or after it is due, the aggrieved teacher may appeal to the Board of Education. The appeal shall be in writing and shall contain the reasons for the appeal and a copy of the superintendent's decision at Step Two.

a. Within twenty-five (25) school days after receipt of the appeal, the Board, or its designated representative, shall investigate the grievance, including giving the aggrieved teacher and an Association representative a reasonable opportunity to be heard, and render its decision in writing. A copy of the Board's decision shall be delivered to the teacher involved, to the Association representative, and to the school superintendent.

D. Any appeals not properly processed within the applicable time periods shall be considered settled on the basis of the last answer given by the respective school authority.

E. There shall be at least one Association representative for every high school, junior high school, and grade building.

## ARTICLE XXIV NEGOTIATION PROCEDURES

- A. In any negotiations between the parties, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the teachers in the bargaining unit voting in the election, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- B. This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This article shall not be construed as prohibiting the parties, upon mutual consent, from negotiating upon items of mutual concern. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. This agreement shall supercede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

D. If any article or section of this Agreement or any Appendix thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any Appendix thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

## Article XVI - Miscellaneous

A. The Board agrees to furnish to the Association, upon reasonable request, available information concerning the financial resources of the District, tentative budgetary requirements and allocations, and such other available information as will assist the Association in developing accurate, informed, and constructive proposals, together with such available information that may be necessary for the Association to process efficiently any grievance in the Grievance Procedure.

B. Pay Period: The individual teachers shall have the following options as to the payment of salaries:

1. Twenty-one (21) equal payments, September to June.
2. Twenty-six (26) equal payments with the option that in the week in which May 1st falls, said teacher may notify the payroll department of his desire to be paid in full on the last Friday of the school year.

Any teacher who desires to elect the twenty-six (26) equal payments option shall so notify the Payroll Department at the time in September when he signs his yearly Withholding Statement.

C. Testing: Whenever testing of a standardized nature (reading, I.Q., achievement, aptitude, etc.) is administered, the Board of Education shall provide for machine scoring of such testing when feasible from the standpoint of the number of students being tested.

D. Professional Study Committee: There is hereby established a Professional Study Committee composed of four members - two members selected by the Board and two members selected by the Association. This Committee shall make an initial investigation into current practices and modern trends in education.

and professional development and make recommendations to the superintendent and the Board concerning the desirability of a more complete investigation in recommended areas. If the Board or the superintendent adopts a recommendation and appoints a committee for further study, the Association if not represented may appoint one of its members to the committee.

E. The Board agrees to take no reprisal against any teacher for participation in the action which resulted in the delay of school opening.

F. Upon approval of the Superintendent, a teacher may be permitted to attend and participate in a professional conference, and the Board will pay the teacher's reasonable expenses, such as registration fee, transportation, meals and lodging.

G. Upon request of the Association, the Board will give consideration to after school workshops, and if feasible and practical, will implement such programs.

#### ARTICLE XVII-- DURATION OF AGREEMENT

##### TERMINATION

Section 1. This Agreement shall continue in full force and effect up to and including June 30, 1968.

Section 2. This Agreement shall continue in effect for successive yearly periods after June 30, 1968, unless notice is given in writing by either the Association or the Board to the other party at least one hundred twenty (120) days prior to June 30, 1968, or any anniversary date thereafter of its desire to modify, amend or terminate this Agreement. If such notice is given, this Agreement shall be open to modification, amendment, or termination as such notice may indicate on June 30, 1968, or the subsequent anniversary date, as the case may be. In the event that one of the parties gives the one hundred twenty (120) day notice to modify or amend as set forth above, either party

may give subsequent notice to terminate on or after June 30, 1968, or the subsequent anniversary date, as the case may be, by giving the other party a ten (10) day notice in writing.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the day and year written below their signatures.

SOUTHGATE EDUCATION ASSOCIATION

BOARD OF EDUCATION

by \_\_\_\_\_  
its president

by \_\_\_\_\_  
its president

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPENDIX "A"

	<u>B.A.</u>	<u>M.A.</u>
0	\$6,200	\$6,800
1	\$6,525	\$7,125
2	\$6,850	\$7,450
3	\$7,175	\$7,775
4	\$7,525	\$8,125
5	\$7,875	\$8,475
6	\$8,250	\$8,850
7	\$8,625	\$9,225
8	\$9,025	\$9,625
9	\$9,425	\$10,025
10	\$9,875	\$10,475
11		\$10,925

## EXTRA ACTIVITIES SCHEDULE

- A. 10% of B.A. base salary  
Head coach, high school football  
Head coach, high school basketball  
Head coach, high school baseball  
Head coach, high school track  
Head coach, high school wrestling  
Head coach, high school swimming
- B. 8% of B.A. base salary  
Head coach, high school cross country  
Head coach, high school golf  
Head coach, high school tennis  
High school assistant football coach  
High school assistant baseball coach  
High school assistant basketball coach  
High school assistant track coach
- C. 7% of B.A. base salary  
Head coach, 9th grade football  
Head coach, 9th grade basketball  
Head coach, 9th grade baseball  
Head coach, 8th and 9th grade track  
Boys intramurals  
Girls intramurals  
High school cheerleading advisor  
High school drama advisor  
High school newspaper advisor  
High school band director  
High school yearbook advisor  
Senior advisor  
Safety patrol
- D. 5% of B.A. base salary  
Football coach, 8th grade  
Basketball coach, 8th grade  
Baseball coach, 8th grade  
Assistant football coach, 9th grade  
Student council advisor  
Choir director  
Basketball coach, 7th grade  
Assistant football coach, 8th grade  
Junior high cheerleading advisor  
Junior high band director  
Elementary band director

APPENDIX B

STATEMENT OF LAW

A. The following sections of the Public Employment Relations Act, Act 379 of the Public Acts of 1965, are included for informational purposes only, to inform teachers of their rights under law:

1. 17.455(9) Forming or joining labor organizations; Collective bargaining.  
SEC. 9. It shall be lawful for public employees to organize together or to form, joint or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public employers through representatives of their own free choice.
  
2. 17.455(10) Interference or discrimination by employer prohibited.  
SEC. 10. It shall be unlawful for a public employer or an officer or agent of a public employer (a) to interfere with, restrain or coerce public employees in the exercise of their rights guaranteed in section 9; (b) to initiate, create, dominate, contribute to or interfere with the formation or administration of any labor organization; Provided, That a public employer shall not be prohibited from permitting employees to confer with it during working hours without loss of time or pay; (c) to discriminate in regard to hire, terms or other conditions of employment in order to encourage or discourage membership in a labor organization; (d) to discriminate against a public employee because he has given testimony or instituted proceedings under this act; or (e) to refuse to bargain collectively with the representatives of its public employees, subject to the provisions of section 11.
  
3. 17.455(11) Exclusive bargaining representatives; rights of individual employees.  
SEC. 11. Representatives designated or selected for purposes of collective bargaining by the majority of the public employees in a unit appropriate for such purposes, shall be the exclusive representative of all the public employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and shall be so recognized by the public employer; Provided, That any individual employee at any time may present grievances to his employer and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, provided that the bargaining representative has been given opportunity to be present at such adjustment.