

8/16/74

Southgate

AGREEMENT

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

between the

SOUTHGATE EDUCATION ASSOCIATION

Michigan State University

and the

LABOR AND INDUSTRIAL
RELATIONS LIBRARY

BOARD OF EDUCATION

SOUTHGATE COMMUNITY SCHOOL DISTRICT

1973-1974 School Year

Ending August 16, 1974



Board of Education
Southgate Community School District
13940 Leroy
Southgate, MI

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
I - RECOGNITION	1
II - MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS	1
III - BOARD RIGHTS AND RESPONSIBILITIES	3
IV - ASSOCIATION AND TEACHER RIGHTS	4
V - TEACHING LOAD	6
VI - SPECIAL STUDENT PROGRAM (K-12)	7
VII - TEACHING CONDITIONS	8
VIII - TEACHER EVALUATION AND PERSONNEL FILES	12
IX - DEPARTMENT CHAIRMEN	14
X - SUMMER SCHOOL, EXTRA-CURRICULAR AND PROMOTION	15
XI - STAFF PLACEMENT, LAY-OFF AND RECALL	16
XII - EMERGENCY LEAVE DAYS	18
XIII - LEAVES OF ABSENCE	20
XIV - DISCIPLINE (PERSONNEL)	26
XV - CONTINUITY OF OPERATIONS	27
XVI - SCHOOL CALENDAR - 1973-1974	28
XVII - PROFESSIONAL COMPENSATION	29
XVIII - TERMINAL LEAVE	30
XIX - CASES OF ASSAULT, INJURY, AND COMPLAINTS CONCERNING SCHOOL	31
PERSONNEL	
XX - INSURANCE	32
XXI - GRIEVANCE PROCEDURE	33
XXII - NEGOTIATION PROCEDURES	35
XXIII - PROFESSIONAL STUDY COMMITTEE	36
XXIV - PROCEDURE FOR HANDLING STUDENT DISCIPLINE CASES	37
XXV - CLASS SIZE	38
XXVI - PARAPROFESSIONALS	38
XXVII - STRIKES AND SANCTIONS	29
XXVIII - DURATION OF AGREEMENT	40
APPENDIX A - SALARY SCHEDULE FOR 1972-1973	42
APPENDIX A - SALARY SCHEDULE FOR 1973-1974	43
APPENDIX B - EXTRA ACTIVITIES SCHEDULE	44
APPENDIX C - STATEMENT OF LAW	46
APPENDIX D - GRIEVANCE FORM	48
APPENDIX D - GRIEVANCE REPORT TIME TABLE	49
APPENDIX E - EVALUATION FORM	50
MEMORANDUM OF AGREEMENT	57

AGREEMENT

This Agreement entered into this 25th day of September, 1973, 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 I, Section 1.1. In consideration of the following mutual covenants, it is hereby agreed as follows:

- 1.1 The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all educationally certified personnel, under contract, including permanent substitutes, employed or to be employed by the Board, excluding: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Federal Programs Co-ordinator, Curriculum Director, Supervisors as defined in the Act, Athletic Director, teacher aides, day-to-day substitute teachers, Director of Special Services, School Nurses, and Attendance Officers. 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. After twenty (20) consecutive teaching days in the same assignment, a substitute teacher who has been aggrieved shall be entitled to be represented by the Association under the Grievance Procedure only.
- 1.2 The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- 1.3 Nothing contained herein shall be construed to restrict to any teacher any rights he may have or the Board may have under the Michigan General School Laws or Constitution of Michigan or Constitution of the United States.
- 1.4 The Association agrees to maintain its eligibility to represent the members of the bargaining unit as defined in Article I, Section 1.1, by continuing to admit persons to membership without discrimination, as established by law.
- 1.5 The Board agrees to continue its policy of not discriminating against any employee, as established by law.

ARTICLE II - MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- 2.1 All teachers as a condition of continued employment shall either:
 - A. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year. Such sums shall be deducted equally from each pay starting with the first pay of October through the last pay of the school year from the salary of all teachers authorizing deductions and remitted each pay day 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, will have dues for that semester deducted from the pay periods commencing with the first pay of February, in the same manner as above, or

- B. Sign and deliver to the Board an assignment authorizing deduction of a representation fee equivalent to the dues and assessments of the Association (including the National and Michigan Education Associations). Such sums shall be deducted equally from each pay starting with the first pay of October through the last pay of the school year from the salary of all teachers authorizing deductions and remitted each pay day to the Association. Teachers beginning their employment at the beginning of the second semester and signing and delivering to the Board an assignment authorizing deduction of said representation fees may have fees for that semester deducted from the pay periods commencing the first pay of February in the same manner as above.

Any teacher who wishes to pay cash for this fee must pay the full amount to the Treasurer of the Southgate Education Association within thirty (30) days of the commencement of employment.

In the event the representation fee shall not be paid, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall immediately notify said teacher that his services shall be discontinued at the end of the current semester. The Board shall follow the dismissal procedure of the Michigan Tenure Act. The refusal of said teacher to contribute fairly to the costs of negotiation and administration of this and subsequent Agreements is recognized as just and reasonable cause for termination of employment. However, if at the end of the semester, the teacher, or teachers, receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission, or a court of competent jurisdiction, such teacher(s)' service shall not be terminated until such time as such teacher or teachers have either obtained a final decision as to the validity or legality of such charge, or such teacher or teachers have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said manner by the Tenure Commission, or a court of competent jurisdiction.

This section is subject to an Indemnity Agreement executed September 3, 1968, between the parties, which is incorporated herein by reference.

- 2.2 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 these organizations.
- 2.3 The Association shall return any and all dues to the Board which have been deducted and remitted to the Association in error.
- 2.4 The Board shall also make payroll deductions upon written authorization from teachers for annuities, credit union, savings bonds, charitable donations, or other plans or programs jointly approved by the Association and the Board.

2.5 AGREEMENT OF INDEMNITY

The Southgate Education Association shall relieve the School District of any financial exposure due to enforcement of the agency shop provision. It is agreed that in the event a teacher is notified of his discontinuation of employment under Article II, A.2, of the contract and the teacher shall contest the same, the Association shall bind itself to pay any expenses, costs, fees, obligations, or losses of any kind which may arise in connection with any phase of said contest. Legal counsel in any contest arising under this provision shall be selected by the Association.

ARTICLE III - BOARD RIGHTS AND RESPONSIBILITIES

- 3.1 The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and 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:
- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
 - B. To hire all employees, and subject to the provisions of the 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.
 - C. 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.
 - D. 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 7.1.
 - E. 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.
- 3.2 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.

- 3.3 This Agreement shall be published and paid for by the Board of Education and made available to the bargaining unit. The Association accepts full responsibility for the distribution of the Agreement and also the orientation of their membership as to its provisions.

ARTICLE IV - ASSOCIATION AND TEACHER RIGHTS

- 4.1 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, plus a charge of \$15.00 for each use of a gym or auditorium unless such charge is waived by the Superintendent. The Association shall be liable for damages to school property in the area being used by the Association, if caused by the Association's use. All applications for the use of school buildings will be made in writing to the Superintendent at least two weeks prior to the date of intended use whenever possible.
- 4.2 After the close of the regular school day, the second and fourth Monday of each month shall be set aside for Association meetings, and the first and third Monday of each month shall be set aside for faculty and/or curriculum meetings.
- 4.3 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. Such Association representatives shall first notify the Superintendent and the Building Principal.
- 4.4 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 and professional nature. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- 4.5 The Association shall have the use of bulletin boards in each faculty lounge. The Board reserves the right to also post notices, informational material and other communications they deem necessary on the same bulletin boards. The Association Building Representatives shall be responsible for the posting of Association material and the content thereof.
- 4.6 The Board agrees to fulfill any reasonable request for 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.

- 4.7 Teachers shall be permitted to wear the insignia pin of the Association.
- 4.8 The Association shall continue to have the right through its Building Representative to place material relating to the official business of the Association in the teachers' mail boxes. Material libelous to the Board of Education shall not be permitted.
- 4.9 In order to facilitate a more harmonious implementation of the teachers' contract, a conference may be arranged once a month between the Association and the Superintendent and/or his designated representative within five (5) days of the request of either party. A special conference may be arranged by mutual consent of both parties. Arrangements for such conferences shall be made in advance and an agenda of the matters to be discussed shall be presented at the time that the conference is requested. Matters discussed during this conference shall be restricted to those items listed on the agenda.
- 4.10 The Association shall be advised by the Board of any new or modified budgetary or tax programs under consideration, and the Association shall be given an opportunity to consult with the Board with respect to the proposed annual budget prior to its adoption and general publication. The authority to adopt all parts of the annual budget of the school district resides exclusively with the Board of Education and shall not be the subject of mandatory negotiation with the Association, nor subject to any proceeding under the grievance procedure.
- 4.11 The Association shall have the right to be heard at all regular Board meetings and shall be placed on the agenda under the heading "Current Business." Agendas and all supporting documents (presently entitled Enclosures A and B) not considered restricted information, for all Board meetings will be sent to the Association's President's school mail box at the same time that the Board members are sent theirs. The Board will have the option of tabling any new items brought forth by the Association until such time as it has had ample opportunity to acquaint itself with all the facts pertaining to such items, preferably no later than the next regular Board meeting. In order to improve communications, copies of all Board minutes shall be sent to the Association President and be posted in each faculty lounge no later than one week from the time of approval.
- 4.12 The Association shall be allowed to have a telephone installed in the Southgate Education Association's President's teaching station, providing it does not conflict with classroom activities. Cost of installing and providing such telephone service shall be borne by the Association.

- 4.13 The President of the Association shall be scheduled for the 4th hour conference period, and shall have the right to visit any other school within the district in order to conduct Association business during this period.

ARTICLE V - TEACHING LOAD

- 5.1 No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupil's regular school day. Teachers shall be permitted to leave fifteen (15) minutes after the close of the pupil's regular school day. Permission for earlier leave may be granted by the Building Principal or Supervisor. All certified personnel will report their late arrival to their Building Principal or Supervisor. Starting times and closing times of junior, middle, and senior high schools will be listed in the Teachers' Handbook of each building.
- 5.2 Schedules for Special Service teachers and others whose workday is irregular shall be written by said teachers and Supervisors and submitted to the Superintendent for approval at the beginning of each semester and shall be posted in the teachers' lounge in each building being serviced.
- 5.3 Hours of Kindergarten teachers shall be fixed and standardized throughout the district by the Superintendent at the beginning of each semester. Teaching schedules before students for Kindergarten teachers shall be five (5) hours per day and a duty-free lunch period of forty-five (45) minutes.
- 5.4 Modification of time schedules may be made by the Superintendent when necessary, provided such modification does not lengthen the teacher's normal workday.
- 5.5 The weekly teaching load assignments for junior, middle school, and senior high schools will be twenty-five (25) 55-minute teaching periods; five (5) 55-minute unassigned periods for conference-preparation, and a daily duty-free lunch period equal to the student lunch period. Teachers understand the meaning of conference-preparation period and will use it to the fullest advantage of the students. A teacher may consent to teach during the conference-preparation period on a full-time basis and for this assignment shall be paid one-sixth (1/6) of their current contractual salary, prorated on the basis of time actually spent in the assignment. This type of assignment will not be used unless an emergency exists. Study hall shall be considered a teaching period.
- 5.6 Secondary teachers shall not be assigned more than three (3) different subject preparations per day.

- 5.7 The Board will provide one hundred fifty (150) minutes of conference-preparation time per week for each elementary teacher in Grades 1 - 6. Thirty (30) consecutive minutes shall be allocated to each teaching day. This conference-preparation time will be provided through the use of special subject area teachers and through the use of non-certificated people, if necessary. All elementary teachers shall have a duty-free lunch period of forty-five (45) minutes. The starting times and closing times of the elementary teachers' day will be 8:15 A.M. to 3:00 P.M.
- 5.8 Preceding provisions for conference-preparation time and lunch periods are subject to change because of field trips and shortened daily schedules.
- 5.9 In order to equalize teaching loads, schedules for the teachers of elementary music and physical education shall be written and mutually agreed upon by said teachers and involved Supervisors. If travel between schools becomes necessary on a given day's schedule, travel time shall be allowed in the scheduling.
- 5.10 Counselors and librarians may be requested by the Building Principal to work an extended period of time beyond the school calendar year, if approved by the Superintendent. Paid compensation for the additional time worked will be prorated on a daily rate based on their annual contract salary. Except as a condition made prior to assignment, counselors and librarians shall not be regularly assigned classroom teaching responsibilities as a part of their normal duties.
- 5.11 Vocal music and physical education will be provided for all elementary students (Grades 1 through 6) in the elementary schools when possible.

ARTICLE VI - SPECIAL STUDENT PROGRAM (K-12)

- 6.1 The parties recognize that children having special physical, mental, emotional, and serious learning or adjustment problems may require specialized attention. The Board recognizes that the teacher should not be expected to assume the role of warden or custodian for such students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the administration will take the necessary steps to insure that the case is referred and that a follow-up is made. In all such cases the teacher(s) will be informed within five (5) school days that action has been initiated. The concerned teacher(s) will be notified of the disposition of the case.

- 6.2 Special attention will be given to reducing class size where special students are placed in a regular classroom. The parties consider reduction of class size as one method of handling such situations, but not the exclusive method. Special students shall not be placed in the regular classroom of a newly employed, inexperienced teacher.
- 6.3 Individual student programs and materials initiated at the elementary level to meet the aforesated problems shall be passed on to higher levels in order to provide equal educational opportunities. This will continue as long as the Special Services people involved recommend its continuance.
- 6.4 Students with severe adjustment problems shall be referred to the Principal, Assistant Principal, or counselor's office. Regular referral forms instigated by the teacher shall follow so that the case may be investigated by the proper Special Services personnel. The administrator will utilize all available services to render assistance in solving the problem.
- 6.5 Counseling at all levels is encouraged.
- 6.6 In special fields such as remedial reading, special education, and other special areas of need, the Board agrees to employ teachers as such needs become evident, and to the extent that the finances, facilities, and qualified teachers for special classes are available.

ARTICLE VII - TEACHING CONDITIONS

- 7.1 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 at least once a year for the purpose of improving the selection and use of such educational tools. The Board shall continue to keep the schools reasonably and properly equipped and maintained insofar as financially feasible.
- 7.2 Teachers shall continue to have the use of typing, duplicating, and copy equipment for preparation of instructional materials.
- 7.3 Teachers shall not be assigned cafeteria or bus duty on a regular basis. In case of an emergency and with the agreement of the teacher and the Building Representative, such an assignment may be made and compensation will be paid at the hourly rate prescribed in Article XVII - Professional Compensation.
- 7.4 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. At the end of the school year this issue of uniforms will be turned in.

- 7.5 The Board shall make available in each school at least one room, cleaned daily, appropriately furnished, which shall be reserved for the use as a faculty lounge. A refrigerator and hot plate may be installed for the use of the teachers at no expense to the Board and it will be the responsibility of the Association to keep this equipment clean. A work table or desk and a typewriter shall be provided in either the faculty lounge or other work room provided in the building. The furnishings shall be cleaned, repaired yearly, and replaced if necessary.
- 7.6 Telephone facilities in each school shall be made available to teachers for their reasonable use for transaction of school business. All phone calls shall be restricted to the local exchange except in cases where permission is granted by the school Principal to allow calls outside the local exchange for school business purposes only. Extension phones in the elementary schools and junior high teachers' lounges shall be made available for teachers. A direct line shall be available in the senior high school teachers' lounges. All calls shall be recorded on the forms provided with the teacher's name, number called, and date of call. The forms will be located next to the phone.
- 7.7 Vending machines may be installed in teachers' lounges provided that articles dispensed are to be negotiated between the Board representatives and the Association representatives. Proceeds from such machines will revert to the building staff for use in its professional endeavors. Management of the machines, including ordering of supplies, stocking of the machines, payment for supplies, and necessary house-keeping will be the responsibility of the Association's Building Representative.
- 7.8 The Board will continue to provide adequate off-street paved parking facilities where they now exist, properly maintained, for teachers' use.
- 7.9 The Board will provide for each teacher a desk and storage.
- 7.10 It shall be the teacher's responsibility to see that chest X-rays or skin tests denoting freedom from tuberculosis are placed on file in the Personnel Office according to state requirements. A satisfactory X-ray or skin test may be taken nine (9) months in advance of the opening of school, but must be renewed on a yearly basis, and must be on file no later than fourteen (14) days following the opening of school each year.

- 7.11 Whenever testing of a standardized nature (reading, IQ, achievement, aptitude, etc.) is initiated upon recommendation of the Professional Study Committee and approval of the Board, the Board of Education shall provide for machine scoring of such testing when feasible from the standpoint of the number of students being tested.
- 7.12 Any additional installation of public address or intercom systems shall have a visual signal installed in each classroom indicating when they are in use.
- 7.13 Teachers shall not be required to do major repair work or replacement work on property and equipment.
- 7.14 Special Education people must have a permanent room with adequate supplies.
- 7.15 The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide within financial means a teacher reference area in each school.
- 7.16 Announcement of all professional workshops and conferences shall be posted on the bulletin board in teacher lounges when received in all buildings.
- Upon approval of the Principal and Superintendent and within budget limitations, a teacher may be permitted to attend and participate in a professional conference or workshop, and the Board will pay the teacher's reasonable expenses, such as registration fees, transportation, meals and lodging.
- In the event that a teacher is refused permission to attend a professional conference or workshop the Building Principal shall explain the reason(s) for this refusal.
- 7.17 In case of future annexation and/or consolidation, all teachers shall come into the district with the same tenure status they would have held had annexation not taken place, providing it does not conflict with the Attorney-General's opinion, or any court decision.
- 7.18 Whenever possible, teachers with laboratory preparation will have access to the facilities of their rooms during their preparation period. The final determination will be made by the Building Principal.
- 7.19 Recognizing the importance of School-Community relations, teachers' attendance and/or participation in Parent-Teacher meetings, Open Houses, School Programs and activities are encouraged as a professional responsibility.

- 7.20 School rooms will be used for school functions first rather than released for other purposes. No rooms used for other purposes shall be allowed to disturb or disrupt in any way rooms used for classes in session.
- 7.21 There shall be no sign in/out sheet or device.
- 7.22 Any individual teacher shall have the right to refuse supervision of a class or a portion of any class during their conference-preparation period.
- All emergency teaching assignments within each school shall be shared on an equitable basis by all teachers.
- 7.23 A teacher engaged during the school day in any professional grievance hearings, including arbitration, shall be released from regular duties without loss of salary or accrued days for that time.
- 7.24 Teachers shall report lost, damaged, and/or stolen equipment and property as soon as detected, to their Building Principal.
- 7.25 No teacher shall be ordered to supervise the Safety Patrol or Service Squad.
- 7.26 Teachers shall continue to share in the supervision of students during the passing periods between classes.
- 7.27 No student shall have access to teacher's keys. Teachers shall immediately report any lost keys to their Building Principal or Supervisor.
- 7.28 Scheduling of all week-end or holiday use of a building by a teacher or coach shall be in conformance with existing School Board policy.
- 7.29 Teachers and children will be relocated within the building by the Principal or relocated/sent home by the Principal with approval of the Superintendent when room temperature, ventilation, or other condition becomes incompatible with health and/or safety.
- 7.30 Teachers recognize that attendance at faculty or curriculum meetings as set forth in Article IV, Section 4.2, is a reflection of professionalism. As a matter of courtesy, teachers will inform the Principal or Supervisor whenever circumstance dictates an early leave.
- 7.31 All libraries shall be opened and staffed during school hours each day if financially and procedurally feasible as determined by the Board.

- 7.32 The creation and preservation of a safe, healthful, quiet and comfortable classroom and general school facilities are necessary for the best interest of the children, the teachers and the furtherance of the educational process. Should the Association feel the above are inadequate or inadequately maintained, notice shall be given to the Building Principal for review.

ARTICLE VIII - TEACHER EVALUATION AND PERSONNEL FILES

- 8.1 Evaluation is a continuing process conducted only by an administrator. The evaluation process and procedure used by the administrator is intended to have a two-fold purpose: improvement of the teacher's effectiveness in the total school program and determination of the teacher's performance level in the assignment given.
- 8.2 Evaluations shall be conducted by the teacher's Principal in the same building or by a Supervisor otherwise familiar with the teacher's work, who shall be designated by the Superintendent. The Building Principal or Supervisor shall orient each staff member to the evaluative procedure, instrument, and when and by whom he will be evaluated.
- 8.3 As a matter of professional courtesy, the Building Principal or Supervisor shall inform the teacher at the time that he is visiting the teacher's classroom or work station that the visit is for the purpose of observing for teacher evaluation. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Only ethical and professional means and procedures shall be used to gather evaluation information.
- 8.4 Following each evaluating observation, the administrator will confer with the teacher within five (5) school days. The teacher shall receive a copy of the written observation report, signed by both parties at the time of the conference. Signatures will only signify that both parties have seen and read the observation report.
- 8.5 EVALUATION SCHEDULE:
- A. A formal evaluation of probationary teachers shall be completed by December 1 and March 15 of each school year.
 - B. A formal evaluation of tenure teachers shall be completed by March 15 of each school year.
 - C. A conference for the purpose of discussing the formal evaluation will be held on or before the dates specified in A and B above.

- 8.6 The teacher shall receive a copy of the written evaluation, signed by both parties at the time of the conference. The teacher has the right to make a written and signed comment which will be attached to the evaluation. Signatures will only signify that both parties have seen and read the evaluation.
- 8.7 When a conference between the Building Administrator and the teacher is to be held, either party may request an Association Representative, another administrator and/or both to attend the conference. If the teacher refuses the right of having an Association Representative at the conference, this refusal shall be written and signed and made a part of the written report of the conference.
- 8.8 Signed copies of the evaluation, with the teacher's comments attached, shall become a part of the teacher's personnel files.
- 8.9 The Association shall assist the administration in the development of the teacher's evaluation form.
- 8.10 All teachers shall be advised by the administration of the nature, purpose, and location of all files that exist in the school system that may contain material pertaining to the teacher. All such files shall be considered personnel files and are subject to conditions of the contract.

Each teacher shall have the right, upon request, to review the contents of his own personnel files. A representative of the Association may, at the teacher's request, accompany the teacher in such a review. The review will be made in the presence of the Administrator responsible for the safekeeping of such files. Only privileged information such as confidential credentials and related personal references normally sought at the time of employment are exempted from such review. The Administrator shall remove such credentials and confidential reports from the files prior to the review of the files by the teacher.

- 8.11 No material shall be placed in the teacher's personnel files unless the teacher has had the opportunity to read the material. The teacher shall acknowledge that he has read such material by signing his name to the actual copies to be filed, with the understanding that such signature signifies that he has read the material to be filed but does not necessarily indicate agreement with its content. The teacher shall have the right to answer in writing, with signature affixed, any material filed and his answer shall be attached to all copies.

No material derogatory to a teacher's conduct, service, character, or personality which is not in the files shall be used against the teacher in recommendations to other schools' positions.

- 8.12 The teacher shall be permitted to add any professional evaluations or documents to his personnel files if he so desires.
- 8.13 Reproduction of materials in the teacher's personnel files may be made with the exception of the initial and confidential employment materials, and at no expense to the Board.
- 8.14 If a teacher wishes to release the information in his personnel files, excluding the initial employment materials, at the building level or Central Office, to any Association Representative or agent acting on the teacher's behalf, the teacher shall request the release in writing, with signature affixed, to the administrator directly involved with the safekeeping of such records and files.

ARTICLE IX - DEPARTMENT CHAIRMEN

There shall be established throughout the district the following department positions based on the following criteria:

Secondary Building Co-ordinators:

- 9.1 Prior to June 1 of each school year the Building Principals of the junior, middle and senior high schools and the teaching staffs in each of the following areas shall confer and select a department co-ordinator for the following school year in each building:
 - I. English (junior and senior high)
 - II. Science (junior and senior high)
 - III. Business (senior high)
 - IV. Mathematics (junior and senior high)
 - V. Social Studies (junior and senior high)
 - VI. Foreign Language (district-wide co-ordinator)
- 9.2 The responsibilities of department co-ordinators shall be:
 - A. Be a means of communication and liaison between the department and the administration .
 - B. Re-evaluate departmental curriculum and procedures yearly and make suggestions for change to the Professional Study Committee.
 - C. Be aware of new texts, equipment, materials, etc., and relay the information to the staff of his department.

- D. Budget and co-ordinate supply orders for the department.
 - E. Hold department meetings on a regularly scheduled basis.
 - F. Be available to assist departmental members in solving instructional and other problems as they arise and to recommend personnel to help orient new teachers.
 - G. Attend professional meetings in department's subject areas and make recommendations for visitations and professional meetings for teachers within the department.
 - H. Work with the administration and other department co-ordinators on general school problems. Seek to co-ordinate all departments in order to best satisfy the needs of all students in our schools.
 - I. Shall assist in teacher assignments within the department.
 - J. Shall be responsible for keeping department records and minutes of all meetings and seeing they are distributed to all concerned personnel.
- 9.3 It is agreed that there may be a need for further department chairmen and/or co-ordinators in other areas throughout the district. It shall be the Professional Studies Committee's responsibility to research and recommend to the Board of Education the new positions desired.
- 9.4 Department and district-wide co-ordinators shall receive up to five (5) days released time per year in addition to their regular conference period. This released time for co-ordinators will be scheduled with the approval of the Building Principal or the immediate Supervisor.

ARTICLE X - SUMMER SCHOOL, EXTRA-CURRICULAR AND PROMOTION

- 10.1 Opportunities for summer school and extra-curricular positions shall be announced in the regular notices of vacancies as they arise and shall be posted in the teachers' lounges of all buildings. An additional copy shall be sent to the Association President. Said notices shall include the qualifications for positions.
- 10.2 Any teacher represented by the bargaining unit may apply for a posted position in writing within ten (10) working days after the posting of vacancies has occurred to the personnel office. All such applications shall specify the exact position which is requested.
- 10.3 In appraising and selection, appropriate consideration shall be given to length of service in the district, preparation, experience and qualifications. The Board agrees to give first consideration to applicants from within the district.

- 10.4 If a teacher's application is denied, he/she shall be notified in writing as to the reason(s) of denial within fifteen (15) working days.
- 10.5 For the purpose of the Article, a "promotion" shall mean a change to an administrative position.
- 10.6 A posting of all administrative vacancies and newly created administrative positions and the qualifications for such shall be made available to the teaching staff by being posted in the Central Office and a copy sent to the Association President no less than fifteen (15) working days prior to the permanent filling of such vacancy. The Board agrees to give first consideration to applicants from within the district.
- 10.7 When an administrative vacancy shall occur during the summer, notice thereof shall be given to those who have filed their request in writing.

ARTICLE XI - STAFF PLACEMENT, LAY-OFF AND RECALL

- 11.1 No reduction of staff shall take place until all reasonable avenues of placement of teachers have been explored by the Board.
- 11.2 A. Seniority date shall be either:
 1. Date of Board approval of the teacher's initial contract with the district, or the date of the first day worked, whichever comes first. A district-wide seniority list shall be established by the Board and presented to the Association. This list shall be up-dated periodically as Board action indicates losses or additions to the staff, with a copy available to the Association upon request. Tenure teachers on authorized leaves of absence will maintain their seniority ranking as an actively employed teacher.
- B. Elected officers, negotiators, and Building Representatives of the Association, who meet the requirements of the Michigan Teacher Tenure Act, shall not be subject to lay-off. A list of such officials must be presented to the Board prior to April 1 of each year.
- 11.3 A. Prior to lay-off, the Board shall develop a list of necessary staff needs based upon the proposed educational program for the forthcoming school year, and match currently employed teachers to those positions according to present assignment when possible, district seniority, certification, and qualification.

- B. Intra- and inter-building transfers and reassignments shall be made on a voluntary basis whenever possible and not without consultation with the teacher(s) involved.
- 11.4 In the event a teacher reduction or lay-off becomes necessary due to lack of finances, a decrease in student enrollment, program reduction, the Board shall give the Association notice of impending lay-off in compliance with the Michigan Teacher Tenure Act. In case of an impasse, a joint committee of the Association and administration shall review the qualifications and professional preparation of the teachers involved, and jointly resolve the impasse.
- 11.5 Qualification for recall shall be based on a valid state teaching certificate(s) or license(s). Recall shall begin as soon as possible in the reverse order of lay-off as determined by the seniority list and valid certification.
- 11.6 Teachers on leave who have indicated by written request to return to active duty shall be placed in accordance with their seniority and valid certification.
- 11.7 When all qualified teachers are recalled from "lay-off" and "leave" and vacancies still exist, those teachers who have on file a written request for transfer prior to June 1 of the current year will be given an opportunity to transfer to the existing vacancies.
- 11.8 Refusal of a laid-off teacher to accept a position for which he is qualified and certified will result in termination of services.
- 11.9 In case of closing of facilities, those teachers in the closed building shall receive top priority for reassignment, in accordance with their valid certificate, licenses, and district seniority.
- 11.10 Benefits for released teachers:
- A. A teacher released because of staff reduction will be compensated for one-fourth (1/4) of his sick leave days, if so desired.
- B. A teacher who has been released because of staff reduction shall, if he desires, have priority on the substitute list, according to seniority.
- C. Provisions for early retirement shall be made for the teacher who may wish to do so, providing there is no conflict with established state retirement policies.
- D. Any teacher who would have qualified for retirement during the reduction year, shall be permitted to teach that year so as to acquire needed service.
- E. Leaves of absence will be granted by the Board upon written request when reduction of staff is necessary in compliance with Article XIII - Leaves of Absence.

F. During said reduction such reduced teachers shall receive no insurance benefits at Board expense. Terminated (laid off) teachers may elect to continue Blue Cross insurance benefits as described in 20.1, if available, at their own expense. This section is contingent upon approval of insurance carriers and Board requirements for payment of premiums.

11.11 In the event that a professional staff reduction becomes necessary due to lack of finances or program reduction, the Board will examine all areas of the budget and programs before laying off classroom teachers.

ARTICLE XII - EMERGENCY LEAVE DAYS

The Board and the Association recognize that leave days are provided for the welfare and protection of the teachers and discourage their abuse as a disruptive force in the educational program of the district.

SICK LEAVE:

12.1 All teachers shall receive ten (10) sick leave days each school year; five (5) of these days shall be advanced at the beginning of each semester to be used for illness. Any unused portions of these sick days shall be allowed to accumulate to one hundred fifty (150) days through the years and be available as sick days in future years. Teachers who terminate their contract before the end of the school year and use more sick days than would accumulate at the rate of one (1) day per month (September to June) shall reimburse the Board for the extra days used. If the Board is unable to recoup from the teacher the salary lost for the extra days used, a number of days equal to what the teacher owes may be withdrawn from the Sick Leave Bank, upon approval of the Sick Leave Bank Committee. (Section 12.3 below)

12.2 Teachers may use sick leave, when necessary, as follows:

- A. Personal illness or injury in the immediate family group residing with the teacher.
 1. Critical illness or injury in the immediate family group considered critical by the attending physician.
- B. Quarantine or exposure to contagious disease which may endanger the health of the pupils and employees.
- C. Teachers who are off five (5) or more consecutive days because of illness will submit a physician's statement indicating their ability to return to work as not to endanger the health of pupils and other employees.

- 12.3 Teachers who have already exhausted their accumulated sick days and have the approval of the Sick Leave Committee shall be entitled to receive additional leave days from the Sick Leave Bank. The Sick Leave Committee shall be composed for four (4) members, an equal number of representatives of the Association and the Board. All approvals of the Committee shall be by a majority of the members present. The criteria for such approvals shall be set and published by the Sick Leave Committee.
- 12.4 Unused leave days credited to the Sick Leave Bank shall carry over to the following year. At the beginning of each consecutive year, the Association may contribute an amount up to or equal to one-half (1/2) the days necessary to bring the bank up to a number equal to the number of teachers in the bargaining unit, multiplied by two (2). The Board will match this amount.
- 12.5 Employees reporting at the beginning of their work periods who are forced to leave any time after three (3) hours because of illness may be counted as absent one-half (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 (1/2) day.
- 12.6 A twenty-four (24) hour automatic telephone answering service shall be provided by the Board. Therefore, teachers may call in as soon as it becomes evident that they will need a substitute. Teachers will call in at least one (1) hour prior to their starting time.
- 12.7 Emergency calls made later than forty-five (45) minutes before reporting for work are to be made directly to the Building Principal or Supervisor.

PERSONAL BUSINESS LEAVE:

- 12.8 Teachers are permitted two (2) days per year for personal business, not deductible from sick leave, to transact business which cannot be conducted after school hours or on week-ends. Notification for such leave shall be given to the Building Principal one (1) day in advance, when possible.
- 12.9 Up to three (3) additional personal business days may be permitted without pay by the Superintendent. The teacher must file a request in writing for such additional days, stating specific reasons. The request shall be made far enough in advance so as to give ample time for approval and securing of substitutes.

- 12.10 The two (2) personal business leave days or any part thereof shall be converted to accumulated sick leave at the end of the school year if they are not used.

ARTICLE XIII - LEAVES OF ABSENCE

SHORT TERM LEAVES:

- 13.1 Short term leaves of absence with pay, unless otherwise stipulated, not chargeable against the teacher's accumulative leave days, shall be granted for the following reasons:
- 13.2 A maximum of four (4) days per school year for each death in the immediate family - father, brother, husband, son, grandparents, mother, sister, wife, daughter, grandchildren, in-laws (father or mother, brother or sister, son or daughter) and any dependent as described by Internal Revenue returns for tax purposes.
- 13.3 An absence of one (1) day per school year for a death not covered by the definition of "immediate family" in Section 13.2 above, with approval of the Superintendent of Schools or his designee.
- 13.4 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. The teacher shall report for duty at his building on those days when by court rule or custom no jury trials are conducted, i.e., Monday, Federal Court; Friday, Circuit Court.
- 13.5 Court appearance as a non-party witness or when a party in a 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.
- 13.6 Administrator approved: visitation at other schools, or attending educational conferences or conventions, including Association meetings.
- 13.7 Time necessary to take the Selective Service physical examination.
- 13.8 A maximum of five (5) days shall be granted without pay for marriage, with five (5) days notice, limited to once a year.

LONG TERM LEAVES:

- 13.9 Any leaves included in the following sections shall be granted upon application to and approval by the Board. All requests shall be in writing and state the purpose and length of the leave. Requests for a year's leave shall be given to the Superintendent prior to July 1, when possible.
- 13.10 Any teacher on an approved leave of absence shall be considered an employee of the school district. Said teacher on an approved leave of absence may continue his hospitalization as defined in Article 20, Section 20.1 on a cash pay basis for the duration of the leave provided that Blue Cross will allow the same per person rate at no expense to the Board.
- 13.11 All requests for a return from any leave included in the following sections shall be made in writing to the Superintendent's office sixty (60) days prior to the date when the teacher wishes to return. If the return date was requested at the time of granting the leave and no more than one year has elapsed from the date of the leave start, the teacher will be returned to his same assignment as held before leave. Those teachers not complying with the preceding sentence, shall be returned to a comparable position for which they are certified. If no vacancies are available, the teacher will be returned to the first vacancy for which he is certified and qualified. Tenure teachers have priority in return if certification meets the vacancy need. Teachers will be placed on the salary step commensurate with his experience and degree status.
- 13.12 A salary increment shall be granted to a teacher who completes one of the following:
- A. One complete semester, or
 - B. One-half (1/2) the total number of duty days for that school year.
- 13.13 After being employed in the school district as a tenure teacher, leaves of absence for not more than one year without pay may be granted to teachers upon application to the Board for the following purposes:
- A. Study related to the teacher's field of certification.
 - B. Study to meet eligible requirements for certification, other than that held by the teacher.
 - C. Study, research, or special training assignment involving benefits to the school system.
 - D. The Board may grant a leave of absence not to exceed one (1) year for cultural travel and work experience related to education.

- 13.14 A maternity leave without pay shall be granted to any teacher who substantiates through medical evidence that further employment would endanger her health or safety in her assigned position. A statement from the attending physician indicating the date of the leave, establishing the anticipated date of delivery, and the length of time necessary for recovery shall be considered sufficient medical evidence. Wherever possible, it is desirable that leaves commence during an established break in the school calendar such as Christmas, Easter recess, etc.

The leave shall be for up to one year with a one year extension upon request. It is desirable that requests be made prior to the start of the school year for return. Teachers returning from leave must substantiate with medical evidence their ability to perform in their normal work assignment.

Teachers returning from maternity leaves consisting of a duration only long enough for satisfactory medical recovery shall be returned to the same position that they held prior to the leave. All other shall be placed in a position comparable to the one previously held.

- 13.15 Any teacher whose personal illness extends beyond the period compensated under Article 12.2, .1 and .3, upon written request and a physician's statement, shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. This teacher shall be granted a leave of absence without pay for up to one (1) year and may be renewable for up to two (2) years if necessary in order to provide for a complete recovery from such illness.
- 13.16 A leave of absence for mental health reasons may be granted for up to one (1) year, provided that said request is substantiated by a recommendation from a medical doctor selected and compensated by the Board of Education. Such leave time shall not be credited for qualification for Tenure. The regular salary increment accruing during such period shall be allowed per 13.12. Said request shall be submitted in writing to the Superintendent.
- 13.17 Teachers who are elected officers of the Michigan Education Association or National 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 (1) year.
- 13.18 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.

- 13.19 The Board shall grant a leave of absence for up to one (1) term of office without pay to any teacher elected to public office.
- 13.20 A leave of absence without pay will be granted for a period of up to two (2) years to any teacher who is a full-time participant teaching in the Peace Corps, Vista, Bureau of Indian Affairs, American Dependents' Schools, any Federally funded program or any other teaching programs not included. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Appendix A.
- 13.21 A leave of absence with pay for one year will be granted to a teacher who is accepted in a foreign exchange program which has been approved by the Board of Education.
- 13.22 Leave to care for a sick member in the teacher's immediate family: leave may be granted without pay to care for a sick husband/wife, son/daughter, of a teacher for a period not to exceed one (1) year. Sufficient proof that such leave is necessary, such as certification by the attending physician, must be submitted at the time of the request.
- 13.23 A leave of adoption shall be for one year with a one year extension upon request. It is desirable that requests be made prior to the start of the school year for return. Teachers returning from leave must substantiate with medical evidence their ability to perform in their normal work assignment.

SABBATICAL LEAVE:

13.24 A. Authorization.

1. Sabbatical leave of absence may be granted to members of the teaching staff of the Southgate Community School District. The granting of such leaves is subject to the approval of the Board upon recommendation of the Superintendent, when in its considered judgment the professional competence of the staff member and the general welfare of the public schools will be benefited.
2. The rules and regulations of the Southgate Community Sabbatical Leave Program are authorized and shall be interpreted in accordance with the Michigan Statutory provisions and any amendments thereto.

B. Eligibility and Qualifications.

1. Any teacher employed by the Southgate Community School District who meets the qualifications shall be eligible to apply for Sabbatical Leave subject to the following conditions and requirements:

- a. Applicant must hold a Life or Permanent Certification and a Master's Degree.
- b. Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the Southgate School District. A leave of absence without pay, granted by the Board, shall not be deemed a break in the continuity of service required by this section.
- c. Sabbatical Leaves of Absence may be granted to one percent (1%) of the members of the total teaching staff; excepting, that not more than one (1) such leave shall be granted to any of the three levels of instruction in any one year; excepting further, that the Board may, for exceptional reasons in the event of a lack of qualified applicants, increase the number of such leaves at any level.
- d. A Sabbatical Leave may be granted for a period of not less than one (1) full semester nor for more than two (2) full consecutive semesters.
- e. The applicant signs an Agreement to return to service with the Southgate Board of Education immediately upon termination of Sabbatical Leave and to continue in such service for a period of two (2) years (unless causes beyond his control prevent), or to refund any compensation received from the Board while on leave.

C. Purposes of Sabbatical Leave.

1. Sabbatical Leave is given to teachers to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study and/or research. Applications for Sabbatical Leave or other types of experiences will be considered on their merits and may be approved by the Board of Education upon the recommendation of the Superintendent.
2. The following information shall be presented in the application as evidence of the employee's plan to fulfill the purposes of the leave:
 - a. For Formal Study - A program of work should be outlined which will qualify the applicant for a higher credential in his profession or a program of recognized courses relating to the present or prospective service of the applicant in his profession.

- b. For Research - The proposed project shall be outlined and approved in relation to the present or prospective service of the applicant in his profession.

D. Applicant Requirements and Procedures.

1. Application for Sabbatical Leave must be filed on the prescribed forms with the Superintendent. The due date of such forms shall be February 1 for leaves beginning with the first semester and September 15 for leaves beginning with the second semester. Notice shall be given to the applicant within fifteen (15) days of filing in cases when applications are rejected by the Superintendent. Forty-five (45) days after due date, the Board shall notify the applicant of their decision.
 - a. Approval of a Sabbatical Leave by the Board will be contingent upon securing an employee qualified to assume the applicant's duties.
 - b. A Sabbatical Leave once granted may not be terminated before the date of expiration.

E. Requirements and Status while on Sabbatical Leave.

1. Financial Policies:

- a. An employee on Sabbatical Leave shall be paid at one-half (1/2) the contract salary in effect during the time of his leave. This contract salary does not include remuneration for extra duties. Such payment is to be made in two equal installments, one-half at the end of the first semester of the leave and the balance at the end of the leave after all requirements have been fulfilled.
- b. A term of Sabbatical Leave shall entitle an employee to an automatic salary schedule increment at the beginning of the next full year of school following his return to service in the system.
- c. All current insurance benefits shall be granted to teachers on Sabbatical Leave.

F. Reports Required on Sabbatical Leave.

1. An employee on Sabbatical Leave shall report to the Superintendent as follows:
 - a. An interim report shall be filed at the mid-point of the period for which the leave is taken. This report shall contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.

- b. A final report shall be filed with the Superintendent including the names of the institutions attended, courses pursued, credits received, experience gained, together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experiences gained may be applied to the benefit of the school district.
- c. The Superintendent may require, and the employee shall promptly furnish such additional reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all the requirements of the leave. In the event that the Superintendent shall find that the employee is not fulfilling the agreement or is dilatory in any respect, the entire sum paid to the employee by the Board shall become immediately due and all future payments shall cease. When an employee completes the planned program of the leave, but does not return to service with the Southgate School District, he shall within one year repay the Board the amount received by him during the Sabbatical Leave.

G. Requirements and Status Upon Returning from Sabbatical Leave.

1. At the expiration of a Sabbatical Leave the employee shall be restored to his position or to a position of like nature, seniority, status and pay; provided, that the employee remains eligible for reinstatement under other rules and regulations of the Board.
2. If an employee does not remain in the employ of the Southgate Community School District for two (2) years immediately following his Sabbatical Leave, he shall within two (2) years repay the Board the amount of money which has been granted. This rule does not apply in cases wherein the person becomes incapacitated to work.

ARTICLE XIV - DISCIPLINE (PERSONNEL)

- 14.1 Discharge, demotion, suspension, reprimands (oral or written) or involuntary change of employment status, or deprivation of salary increment shall be for just cause and preceded by:
- A. The honoring of all rights included in this Agreement or applicable statutes.
 - B. The forwarding of a written explanation, by registered mail or delivered in person, for the formal action to the staff member.

- C. A complete review of the staff member's files in respect to the charges with the staff member present. At the staff member's request, his representative(s) may be present.
- D. If requested by the staff member, a hearing before the Board.
- 14.2 Every teacher has a right to fair and equitable treatment and accordingly shall not be acted against except for just cause.
- 14.3 The Board may adopt reasonable rules and regulations not in conflict with the terms of this agreement governing the discipline of teachers.
- 14.4 During referral of a discipline problem at no time will a teacher be placed in a position of having to defend himself in the presence of students. However, a student does have the right to confront a teacher in a conference with an administrator, but if discipline is necessary it will be held in the privacy of the administrator's office.
- 14.5 Both parties recognize and understand that both teachers and administrators shall demonstrate the highest standards of ethical and professional conduct in the presence of students.

ARTICLE XV - CONTINUITY OF OPERATIONS

- 15.1 When severe weather makes it impractical to hold regular classes, school closing will be announced over radio stations WJR, WWJ and WXYZ. The announcement will be called in as soon as the decision is made in the hope that it can be broadcast as early as the station will make the announcement.
- 15.2 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.
- 15.3 Days lost due to bad weather shall be rescheduled into the school calendar, if the days lost affect the required minimum student attendance days for State Aid remuneration.
- 15.4 Hazardous conditions in a limited area of the district due to flooding or other unsafe road conditions shall be taken into consideration in the closing of the individual schools.

185 teacher duty days and 182 student instruction days

SEPTEMBER 26	Wednesday	A.M. Association meeting - one-half day P.M. Teachers' meetings in buildings - one-half day
SEPTEMBER 27	Thursday	Complete schedule for Kindergarten through 12
SEPTEMBER 28	FOURTH FRIDAY COUNT	
NOVEMBER 21	Wednesday	School closes for Thanksgiving recess at end of normal school day
NOVEMBER 26	Monday	School re-opens
DECEMBER 21	Friday	School closes for winter recess at the end of normal school day
DECEMBER 27 and 28	Thursday Friday	School is in session
DECEMBER 28		School closes at end of normal school day
JANUARY 2, 1974	Wednesday	School re-opens
FEBRUARY 15	Friday	First semester ends
FEBRUARY 16	Saturday	Records day for secondary teachers Curriculum day for elementary teachers
APRIL 11	Friday	School closes for spring recess at end of normal school day
APRIL 22	Monday	School re-opens
MAY 24	Friday	Memorial Day recess at end of normal school day
MAY 27	Monday	Memorial Day (no school)
MAY 28	Tuesday	School re-opens
JUNE 27	Thursday	Last day for students
JUNE 28	Friday	Last day for teachers

- 17.1 The annual salaries of teachers covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement.
- 17.2 Pay period: The individual teachers shall have the following options as to the payment of their annual salaries:
- A. Twenty-one (21) equal payments, September to June.
 - B. Twenty-six (26) equal payments annually with the balance paid in five (5) separate checks on the last pay day of the school year.
 - C. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations or any other plans or programs jointly approved by the Association and the Board.
- 17.3 Credit for teaching experience outside the school system should be evaluated by the Board and full credit shall be allowed on the salary schedule whenever the prior services of the individual are deemed satisfactory. Full credit shall be given for such professional experience as described in Article XIII, Section 20. Up to two (2) years of experience shall be granted for service in the Armed Forces, non-retroactive from the date of this contract.
- 17.4 In the event of annexation, teachers in the annexed district shall be placed at the same pay step that they would have had had annexation not taken place.
- 17.5 The extra duty assignments of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement.
- 17.6 When it becomes necessary for a teacher to take an additional class or portion of a class because a substitute teacher cannot be obtained, additional pay will be at the rate of \$7.50 per hour.
- 17.7 The pay for summer school, adult education, and driver education shall be as set forth in Appendix B which is attached to and incorporated in this Agreement.
- 17.8 When a teacher of the district is required to drive between schools, the said employee will be compensated at the rate of ten (10)cents per mile. Said teachers will be fully covered for all liabilities incurred during the travel time between buildings.

- 17.9 A. The Board agrees to hire under contract replacement teachers in cases where leaves of absence are for a semester or its equivalent.
- B. The Board agrees to give top priority to substitutes with full certification when filling needs brought on by absence of teachers.
- 17.10 The teacher's copy of record earnings and deductions shall include the teacher's name, total year's earnings to date, the deductions to date for federal income tax, F.I.C.A., retirement, and state income tax, as well as the normal bi-weekly earnings and personal deduction amount. Remuneration earned above the basic contractual salary shall be paid at the end of the activity or assignment (to follow past practices), excluding conference/preparation hour pay.
- 17.11 Teachers who are required to work an extended school calendar year shall be paid at their per diem rate of their current salary.
- 17.12 In order to receive compensation for college hours earned, a teacher must submit either a transcript of credits or an official grade report from the college or university at which the teacher is earning his degree. This must be in the Superintendent's office prior to the review.
- 17.13 In order to participate in the remuneration for additional college preparation, a teacher must have earned credits in specialized graduate credit courses relevant to this area of instruction or be pursuing a planned course of study at a college or university accredited for teacher education.
- 17.14 No remuneration for college semester hours beyond the Bachelor's Degree or Master's Degree will be made until a Provisional Certificate has been awarded.
- 17.15 Earned credits shall be reviewed twice a year - October 31 and April 30. Credits submitted by October 31 will earn 100% of the contracted amount. Additional credits submitted between November 1 and April 30 shall earn 50% of the contracted amount for that school year, and 100% for the subsequent years. Said adjustments shall be retroactive to the first pay period of said semester.
- 17.17 Academic credits earned beyond a Bachelor's Degree or Master's Degree shall be paid at the rate of \$20.50 per credit hour, not to exceed thirty (30) credit hours.

ARTICLE XVIII - TERMINAL LEAVE

- 18.1 This school district requires retirement at age 65. A current employee who reaches the age of 65 prior to the close of the regular teaching year shall be permitted to complete his teaching obligation. A teacher may be requested to continue teaching in the school system in compliance with the Michigan Teacher Tenure Act.

- 18.2 Terminal pay shall be granted employees who leave the district at retirement. Such pay shall be an amount equal to one-fourth (1/4) of accumulated sick days times the teacher's current daily rate of pay.
- 18.3 Terminal pay shall be granted teachers who leave prior to retirement provided their resignation meets the severance requirements as stipulated in the Michigan Teacher Tenure Act. Such pay shall be an amount equal to one-fourth (1/4) of accumulated sick days times the teacher's current daily rate of pay.
- 18.4 For teaching employees qualified under 1963 Heintzen Freeze:

"Effective July 1, 1963, employees with three or more years' service in the Heintzen Public School District who leave the employ of the district will be entitled to reimbursement at the rate of one-half (1/2) the total sick days accumulated prior to June 30, 1963. The rate of reimbursement will be in accord with the salary schedule in effect July 1, 1962. Employees entitled to bank sick days in accordance with the above described conditions may withdraw sick leave days from the sick bank without right to replace the days so used."

ARTICLE XIX - CASES OF ASSAULT, INJURY, AND COMPLAINTS CONCERNING SCHOOL PERSONNEL

- 19.1 Any case of assault upon a teacher shall be promptly reported to the Principal or Supervisor. If unprovoked by the teacher, as determined by investigation involving, but not limited to the teacher, Principal, Supervisor, Superintendent and Building Representative, the Board shall provide legal counsel and advise the teacher of his rights, and responsibilities with respect to such assault. If the assault is unprovoked, as determined above, the Board shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- 19.2 Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention with name of complainant. A teacher shall be deemed innocent of any and all charges until proven otherwise. If the complaint is not resolved by conference of parents and teachers, further action is dictated by Board of Education Policy No. 1312.
- 19.3 Any notice based upon a complaint by a parent of a student directed toward a teacher which is to be placed in the teacher's personnel file shall be promptly brought to the teacher's attention and signed by him indicating he has seen and read the report (refer to Article VIII).

- 19.4 If a teacher is injured while in the line of duty, expenses incurred for medical, dental, surgical, hospital care, etc., as stated in the Workmen's Compensation Act and Rules of Practice shall be provided by the Board.
- 19.5 When a teacher is absent from duty because of injury from an unprovoked attack during normal teaching hours or while performing extra assigned duties at school functions, the Board shall pay the difference between Workmen's Compensation received and the teacher's regular contractual weekly salary.
- 19.6 Time lost by a teacher in connection with any unprovoked assault covered by Workmen's Compensation claim shall not be charged against the teacher or his sick bank.
- 19.7 The Board will reimburse any teacher for loss of or damage to personal clothing resulting from an unprovoked attack by a student when the teacher is performing his assigned duty.

ARTICLE XX - INSURANCE

- 20.1 For teachers under contract, the Board agrees to pay the premium on Comprehensive Hospitalization, Semi-private - MVF II - ML Rider - Master Medical Option IV - Prescription Drug Program \$2.00 co-pay - Riders SA and SD.
- 20.2 The Board shall make it possible for retirees to remain a member of the group insurance plans at the expense of the retiree and at no expense to the Board.
- 20.3 The Board shall provide without cost to the teacher for the 1973-1974 contract year term group life insurance protection in the amount of \$10,000. This protection shall provide double indemnity protection in the event of accidental death. For the 1974-1975 school year the amount of insurance shall be \$15,000.
- 20.4 The Board shall make payment of insurance premiums for each teacher to assure insurance coverage for the full twelve month period commencing September 20, and ending September 19, for all teachers who complete their contractual obligations. If an employee terminates his employment for reasons other than illness prior to June, his subsidy will terminate on the premium date of the month following.
- 20.5 In the event that a teacher, absent because of illness or injury, has exhausted sick leave accrued, the above mentioned fringe benefits shall continue through the balance of the contract year as defined in Section 20.4

- 21.1 A grievance is a complaint by a teacher or the Association (reduced to writing and submitted as a grievance) involving the work situation or that there has been a deviation from, or misinterpretation or misapplication of a practice or policy concerning teachers' rights and/or responsibilities, or that there has been a violation, misinterpretation of a provision of this Agreement.
- 21.2 An individual teacher presenting a grievance on his own behalf, within the meaning and application of the Proviso of Section II or Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, shall not be accompanied by nor represented by an officer, executive, delegate, representative or agent in any capacity of any organization other than the Association.
- 21.3 LEVEL I. Within ten (10) school days of the occurrence of an alleged violation, the teacher with the complaint shall first discuss the matter with the Principal or Supervisor, either individually or accompanied by the Association representative, with the object of resolving the matter informally. If resolution of the complaint is not reached, a formal written grievance may be filed. If the Principal or Supervisor determines that the grievance is beyond his jurisdiction, he may recommend that the grievance be processed at Level III rather than Level II. His decision to do this must be written, with copies given to the grievant, the Association representative, and the original shall be attached to the formal grievance.
- 21.4 LEVEL II. If, as a result of the informal discussion with the Building Principal or Supervisor, a grievance still exists, the teacher may, within five (5) school days, make the formal grievance procedure on the form set forth in Appendix D of this Agreement, correctly filled in, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the Building Principal or Supervisor. This formal grievance shall be the official grievance at all future levels of the grievance procedure.
- Within five (5) school days of receipt of the grievance, the Principal or Supervisor shall meet with the Association and the grievant in an effort to resolve the grievance. The Principal or Supervisor shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association and the grievant.
- 21.5 LEVEL III. If the grievant or Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting, or ten (10) school days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent with reasons given for the appeal.

Within five (5) school days the Superintendent or his designee shall meet with the Association and the grievant and shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association and the grievant.

21.6 LEVEL IV. If the grievant or the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) school days of such meeting (ten (10) school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board office, filing a written copy with reasons given for the appeal thereof with the secretary. The Board, no later than its next regular meeting or sixteen (16) school days, whichever shall be later, may hold a hearing on the grievance, a disposition in writing by the Board shall be made no later than seven (7) school days thereafter. A copy of such disposition shall be furnished to the Association and the grievant.

21.7 LEVEL V. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator within thirty (30) calendar days. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party during the grievance process. The Arbitrator shall confine his decision to the question of whether or not there has been a violation of the Agreement or a specific rule or policy of the Board. The Arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement, nor have the power to rule on any of the following:

- A. The placing of a non-tenure teacher on a third year of probation.
- B. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule. (Appendix B)
- C. Any matter involving the contents of a teacher's evaluation.

Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

- 21.8 The time limits provided in this Article shall be strictly observed but may be extended by mutual agreement of both parties and reduced to a Letter of Agreement. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

ARTICLE XXII - NEGOTIATION PROCEDURES

- 22.1 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.
- 22.2 Both parties agree to submit the final Agreement for ratification to their appropriate bodies on the same mutually agreed upon calendar day. The parties will both attach their signatures after ratification within twenty-four (24) hours. The Agreement shall be signed in duplicate. One copy shall be for the Board, and one copy for the Association.
- 22.3 Submission of all tentative Agreements reached by both parties and duly signed will constitute the contract submitted to the respective parties for ultimate ratification. Any omissions of sections or articles heretofore agreed to and signed by both parties will be considered part of the negotiated document and will be submitted for ratification to both parties within fifteen (15) days after notification of the omission/omissions by either party.
- 22.4 This Agreement incorporates the entire understanding of the parties on all issues which were the subject of negotiations.

During the term of the 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.

- 22.5 This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement.
- 22.6 If any article of 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.
- 22.7 In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction or an appeal to a court of last resort, such decision shall necessitate immediate renegotiation of that provision. However, all other provisions of this Agreement shall continue in effect.

ARTICLE XXIII - PROFESSIONAL STUDY COMMITTEE

- 23.1 There is hereby established an active Professional Study Committee composed of eight (8) members - four (4) members selected by the Board, and four (4) members selected by the Association. The Board shall designate one (1) of its appointees as Chairman. The Association shall designate one (1) of its appointees as Vice-Chairman.
- 23.2 The Committee may appoint sub-committees as deemed necessary to aid in the study of problems.
- 23.3 The Committee shall meet at least twice a month during the school year.
- 23.4 The Committee shall be responsible for making recommendations to the Board concerning all phases of curriculum planning; curriculum guides, pupil testing and evaluation programs; philosophy and educational goals of the district; research and experimentation; educational specifications for buildings and related matters; selection of textbooks; selection of educational materials and supplies; planning of educational programs, workshops, and Federal projects.
- 23.5 The Committee shall be charged with the responsibility to study and submit budgetary costs and materials necessary to fulfill a proposal.
- 23.6 An agenda and minutes of all Committee and sub-committee meetings shall be kept. Minutes of the Professional Study Committee shall be distributed to the Board of Education, administrative staff, Association leaders, members of the Committee, and Building Representatives.

- 23.7 Progress reports shall be issued as the need develops. There shall also be a year-end report. Such reports will be available upon request, to all educators in the system, Board of Education members, and administrative staff.
- 23.8 All Professional Study Committee meetings shall be open to all educators in the system. The Committee shall be able to draw upon resource people as the need arises.
- 23.9 The Professional Study Committee shall have no power to make public releases of information concerning Committee business.

ARTICLE XXIV - PROCEDURE FOR HANDLING STUDENT DISCIPLINE CASES

- 24.1 Before there can be a positive learning climate in the classroom, there must be effective organization and instruction on the part of the teacher with reasonable support from the administration. A reasonable and consistent discipline policy shall be established within each school and shall be reviewed with the building staff at the initial staff meeting each year.
- 24.2 Whenever it appears that a discipline problem requires the attention of special counselors, social workers, law enforcement personnel, physicians or other available professional persons, the administration will take steps to assist the teacher with respect to such problems.
- 24.3 It shall be the joint responsibility of the administrator and teacher to develop techniques and materials to handle individual discipline problems in the classroom if the teacher requires assistance. A teacher may use reasonable measures to protect himself from attack or to prevent injury to another student, (per School Code 340755-57).
- 24.4 A student may be removed from class and sent to the office by the teacher when the intensity of the offense, the persistency of the misbehavior, or the disruption of normal classroom instruction makes the continued presence of the student in the classroom intolerable. Upon request, a written report of the incident and reasons for removal shall be submitted by the teacher to the Principal within twenty-four (24) hours. The Principal will reply in writing to the teacher within twenty-four (24) hours of the student's readmittance to the class the steps taken to correct the situation and acknowledge the teacher's written referral.
- 24.5 The student shall be readmitted after a conference with the teacher and other concerned parties and steps have been taken in an attempt to remedy the problems.

- 24.6 When a teacher has more than one student in a class who constitutes a serious behavioral problem, they should be referred to the Principal. If, after exhausting all appropriate agencies, special service personnel, and other professional help, the problem still exists, the parties shall consider transfer or mutual exchange of pupils as suggested methods of resolving the problem.
- 24.7 A continuous written record of the individual discipline cases will be maintained in the Principal's office. Such records shall be used for the intelligent administering of penalties within the scope of Board of Education Regulation #5131.2.

ARTICLE XXV - CLASS SIZE

- 25.1 Both parties recognize that the availability of optimum school facilities for both student and teacher is desirable in an attempt to provide the highest possible quality of education that is the goal of both the Board and the Association.
- 25.2 Realizing that the teacher-pupil ratio may be an important aspect in an effective educational program for students, the parties agree that class size will be given consideration when financial resources and facilities are available. Every attempt will be made to abide by the standards set by the NCA, but at no time shall exceed the number of student stations available in activity or laboratory type courses.
- 25.3 All the aforementioned efforts will be made to accommodate class size recommendations with regard to lower class sizes for classes designated as remedial.
- 25.4 Special Education classes and the number of students handled by specialists shall be established according to state criteria.
- 25.5 The Board agrees to meet with the Association during the first month of school to investigate means of alleviating any excessive class sizes. All reasonable means will be taken by the Board to alleviate excessive class sizes.

ARTICLE XXVI - PARAPROFESSIONALS

Any non-certified personnel, employed by the Board, to assist in teaching and/or non-teaching related activities such as library aides, lunchroom monitors, clerical aides, etc., will be employed and maintained by the following criteria:

- 26.1 Such personnel will be oriented to the duties and responsibilities of their positions by the certified personnel to whom they are assigned.

- 26.2 Certified personnel shall volunteer rather than having paraprofessional personnel assigned to them without option.
- 26.3 Appropriate training will be given to enhance and develop communicative skills, the concrete skills, and basic understandings of school related problems and procedures. This training would include an approach to discipline, mental health problems, and dealings with special remedial problems.
- 26.4 Much of the information teachers use or share about students and school situations is of a confidential nature. Having and using such information is a professional privilege and prerogative and is guided by high ethical standards.
- 26.5 Paraprofessionals shall not be allowed to assume the professional duties of the teacher.
- 26.6 The teachers agree to work with the administration in evaluating the effectiveness of the paraprofessional program.
- 26.7 Paraprofessionals will not be hired to change the class size.

ARTICLE XXVII - STRIKES AND SANCTIONS

The Association agrees that:

- 27.1 During the life of this Agreement, neither the Association nor any of its agents, or persons acting in its behalf, shall authorize, or support nor shall any of their members officially take part in, any strike; that is, the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful, and proper performance of the teachers' duties of employment for any purpose whatsoever.
- 27.2 The Association shall not, directly or indirectly, authorize, or support any mass demonstrations for striking purposes, including picketing, whether or not the same shall constitute a strike as above defined.
- 27.3 Violation of the Article by any teacher or group of teachers shall constitute good cause for the imposition of disciplinary action. Said disciplinary action may consist of a fine of two days' wages for each one day or part thereof that the teacher or group of teachers shall be in violation of this Article.
- 27.4 The Association will, in no event, support the action of any teacher taken in violation hereof, nor will they directly or indirectly, take or seek disciplinary action against, or impose penalties or sanctions upon, any teacher who continues or attempts to continue, the full, faithful, and proper performance of his contractual duties hereunder

or under his individual contract of employment, or who refrains from or refuses to participate in, any of the activities described in Sections A and B of this Article.

- 27.5 The Board of Education, in the event of violation of this Article, shall have the right, in addition to other remedies available at law, to seek injunctive relief and damages for breach hereof against the Association.
- 27.6 The Association recognizes that Principals, Assistant Principals, the Superintendent, and the Assistant Superintendents, and all other supervisory, administrative, and executive officials are excluded from the bargaining unit because they are representatives of the Board for the purpose of collective bargaining and the administration of this Agreement. The Association agrees that they will take no action, nor threaten to take any action, directly or indirectly, to fine, suspend, or expel from membership or otherwise impose professional sanctions upon any such supervisory or executive officials because of any decisions, actions, or statements made, either personally or in the course of their official duty relative to collective bargaining or the administration of this Agreement or the educational policies of the Board. The Association further agrees that they will impose no sanctions against the school district, the Board, or any member thereof, or any other representative of the Board, by reason of any decisions, actions, or statements made by them either personally or in the course of their official duty relative to collective bargaining or the administration of the Agreement or the educational policies of the Board.

ARTICLE XXVIII - DURATION OF AGREEMENT

- 28.1 This Agreement shall continue in full force and effect up to and including August 16, 1974.
- 28.2 This Agreement shall continue in effect for successive yearly periods after August 16, 1974, 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 August 16, 1974, 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 August 16, 1974, or on the subsequent anniversary date, as the case may be. In the event that one of the parties gives the one hundred twenty (120) days' notice to modify or amend as set forth above, either party may give subsequent notice to terminate on or after August 16, 1974, or the subsequent anniversary date, as the case may be, by giving the other party ten (10) days' notice in writing.

28.3 In witness whereof the parties hereto have caused this instrument to be executed on the day and year written below their signatures.

FOR THE BOARD

FOR THE ASSOCIATION

_____, President

_____, President

_____, Chief
Negotiator

_____, Chief
Negotiator

DATE _____

DATE _____

BACHELOR'S DEGREE

0	\$ 8,840
1	9,400
2	9,960
3	10,520
4	11,080
5	11,640
6	12,200
7	12,760
8	13,320
9	13,880
10	14,560

MASTER'S DEGREE

0	\$ 9,740
1	10,400
2	11,060
3	11,720
4	12,380
5	13,040
6	13,700
7	14,360
8	15,020
9	15,680
10	16,340
11	17,100

<u>BACHELOR'S DEGREE</u>		<u>MASTER'S DEGREE</u>	
0	\$ 9,326	0	\$10,276
1	9,929	1	10,981
2	10,532	2	11,686
3	11,135	3	12,391
4	11,738	4	13,096
5	12,341	5	13,801
6	12,944	6	14,506
7	13,547	7	15,211
8	14,150	8	15,916
9	14,753	9	16,621
10	15,360	10	17,326
		11	18,041

The following positions and additional duties, or any part thereof performed outside the teaching day may be approved by the Board, providing they have the financial resources and qualified people available to fill the positions. The acceptance and/or rejection of these assignments shall not be made a condition of continued employment, therefore, there is no tenure in these assignments or positions.

The base BA beginning salary figure shall be used in computing stipends for the following positions and extra duty assignments.

COACHING ASSIGNMENTS:

FOOTBALL

Head Coach	High School	10%
Assistant Coach	High School	8%
Head Coach	9th	7%
Assistant Coach	9th	5%
Head Coach	8th	5%
Assistant Coach	8th	5%

BASKETBALL

Head Coach	High School	10%
Assistant Coach	High School	8%
Head Coach	9th	7%
Head Coach	8th	5%
Head Coach - Girls	High School	7%

BASEBALL

Head Coach	High School	10%
Assistant Coach	High School	8%
Head Coach	9th	7%
Head Coach	8th	5%

TRACK

Head Coach	High School	10%
Assistant Coach	High School	8%
Head Coach	8th and 9th	7%

SWIMMING

Head Coach	High School	8%
Head Coach	Junior High	7%
Synchronized	High School	5%
Assistant Coach (Diving)	High School	2%

WRESTLING

Head Coach	High School	8%
------------	-------------	----

CROSS COUNTRY

Head Coach	High School	8%
------------	-------------	----

GOLF

Head Coach	High School	8%
------------	-------------	----

TENNIS

Head Coach	High School	8%
Head Coach - Girls	High School	5%

CHEERLEADING

Advisor	High School	7%
Advisor	9th	2½%
Advisor	7th and 8th	2½%

ACTIVITIES ASSIGNMENTS

Yearbook Advisor	High School	7%
Yearbook Advisor	Junior High	3%
Yearbook Advisor	Middle School	3%
Drama Advisor	High School	7%
Newspaper Advisor	High School	5%
Choir Director	High School	7%
Band Director	High School	7%
Symphony Band Director	Junior High	5%
Elementary Band Director	Elementary	2%
Choreography Director	High School	2%
Debate Coach	High School	4%

SPONSOR ASSIGNMENTS

Girls' Intramurals	High School	7%
Girls' Intramurals	Junior High	7%
Advisor, Senior Class	High School	7%
Student Council Advisor	High School	5%
Student Council Advisor	Junior High	5%

OTHER ASSIGNMENTS

Driver Education	\$7.00 per hour
Summer School	\$7.50 per hour
Adult Education	\$7.50 per hour

DEPARTMENT CHAIRMEN AND DISTRICT-WIDE CO-ORDINATORS

English	High School	9%
Social Studies	High School	9%
Mathematics	High School	7%
Science	High School	7%
Business	High School	7%
Foreign Language (District-Wide)		4%
English	Junior High	5%
Science	Junior High	5%
Mathematics	Junior High	5%
Social Studies	Junior High	5%

APPENDIX C - 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 of Joining Labor Organizations: Collective Bargaining.

SEC. 9 It shall be lawful for public employees to organize together or to form, join 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 purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and shall so be 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.

_____ Date

TO: _____ Assignment

FROM: _____ Building

REASON FOR GRIEVANCE (Statement of Facts):

(ATTACH ALL SUPPORTING PAPERS)

ARTICLES VIOLATED

ACTION REQUESTED (Relief Sought)

Signature of Employee

Signature of Association Representative

Date of Violation _____

<p>Level I Informal Discussion</p>	<p>Request meeting with principal within 10 days of occurrence. DATE _____ DAYS (10) _____</p>	<p>Principal will meet to resolve violation within the 10 days. DATE _____</p>
<p>Level II Principal or Supervisor</p>	<p>File grievance within 5 school days. DATE _____ DAYS(5) _____</p>	<p>Hold hearing within 5 school days, reply in writing within 5 school days. DATE _____ DAYS (10) _____</p>
<p>Level III Superintendent</p>	<p>File grievance within 5 school days. DATE _____ DAYS(5) _____</p>	<p>Hold hearing within 5 school days, reply in writing within 5 school days. DATE _____ DAYS (10) _____</p>
<p>Level IV Board of Education</p>	<p>File grievance within 5 school days. DATE _____ DAYS (5) _____</p>	<p>Hold hearing at next regular meeting or 16 days, whichever later, render decision in writing, within 7 days. DATE _____ DAYS (10) _____</p>
<p>Level V Binding Arbitration</p>	<p>File grievance within 30 calendar days for arbitration.</p>	<p>Decision of arbitrator is final and binding.</p>

SOUTHGATE TEACHER EVALUATION FORM

Explanatory Notes

1. The Evaluation Form is really a "packet" consisting of the following:
 - a. The Evaluation Form
 - b. The Rebuttal Form
 - c. Supplementary Comments Form
 - d. Directions for using the Evaluation Instrument
 - e. Sub-Topics Guide Lines
2. It is assumed that the additional pages would become part of the teacher's permanent file for the first year. After that, only the first three (3) pages would become part of the personnel record.
3. The Sub-Topics are worded favorably. If no comments are made pertaining to these topics, they apply as read.

Directions for Use

1. Each teacher on the staff should be acquainted with the entire evaluation "packet". In addition, each teacher should be made aware of the evaluator's expectations, number of visitations, biases, etc.
2. The "Supplementary Comments" sheet should be submitted to the teachers far enough in advance so the teachers are able to provide the evaluator with additional insights that should provide a more accurate evaluation.
3. In the "Guide" section, each of the sub-topics is stated favorably. If no comments are made pertaining to these sub-topics, they apply as read.
4. In general, the main purpose of the evaluation should be to help the teacher. It is hoped that both the teacher and evaluator share this view.

SOUTHGATE TEACHER EVALUATION SUB-TOPICS GUIDE: 1972

I. TEACHER PLANNING AND ORGANIZATION

- A. Schedules and arranges for equipment and materials;
- B. Provides for immediate and long term plans and goals;
- C. Cooperates by attempting to fulfill department or grade level curriculum; objectives for coordination purposes;
- D. Selects appropriate learning materials and resources;
- E. Maintains and uses records appropriately.

II. ABILITY TO DEVELOP LEARNING EXPERIENCES

- A. Ability to translate objectives into learning activities;
- B. Takes advantage of learning opportunities as they arise;
- C. Makes use of supplementary materials;
- D. Makes lessons (learning experiences) relevant to students' interests

III. TEACHER CLASSROOM PERFORMANCE

- A. Gives clear, concise directions;
- B. Explanations are well given;
- C. Makes effective use of instructional aids;
- D. Attempts to motivate students;
- E. Encourages students to participate in class activities
- F. Provides individual assistance when appropriate;
- G. Provides a variety of learning experiences;
- H. Varies lessons according to students' abilities;
- I. Builds continuity from lesson to lesson;
- J. Develops good work habits in students;
- K. Encourages creative thinking.

IV. RELATIONSHIP WITH CHILDREN

- A. Encourages mutual respect;
- B. Develops good rapport with students;
- C. Encourages self worth;
- D. Encourages peer acceptance;
- E. Encourages students to accept responsibility for planning and carrying classroom activities (faith in children);
- F. Is understanding of individual problems;
- G. Helps pupils develop sensitivity to rights and feelings of others;
- H. Gives favorable recognition to pupil contributions;
- I. Helps students experience success;
- J. Helps students recognize their individual progress.

V. CLASSROOM ENVIRONMENT

A. Management:

- 1. Is basically consistent in dealing with students
- 2. Clearly establishes classroom procedures (routines);
- 3. Maintains fair, firm and friendly atmosphere;

4. Uses good judgment in handling behavior problems;
5. Follows prescribed procedure for handling discipline problems;
6. Uses direct approach when subtle attempts fail;
7. Effectively organizes the use of classroom space.

B. Care:

1. Establishes and follows reasonable housekeeping procedures;
2. Is competent in using and caring for educational materials and equipment and furniture;
3. Develops good student habits in care of school property;
4. Provides a stimulating physical environment.

VI. PERSONAL AND PROFESSIONAL QUALITIES

- A. Professional affiliation;
- B. Works effectively with other staff members;
- C. Participates in conferences, committees, etc.;
- D. Attendance: Days Absent _____;
- E. Cooperates with department chairmen and administration;
- F. Keeps abreast of new developments in one's fields;
- G. Punctuality, attendance and class coverage;
- H. Implements current development and trends within his field;
- I. Experiments with innovative practices within his field;
- J. Tries new things within his field;
- K. Attempts to improve his own teaching performance;
- L. Realistically appraises his own teaching abilities;
- M. Willing to act on suggestions to improve one's teaching effectiveness;
- N. Is aware of his own abilities and limitations.

VII. ADDITIONAL COMMENTS

- A. Extra services rendered
- B. Supportive of school policies;
- C. Other.

TEACHER EVALUATION FORM, pg. 2

VII. ADDITIONAL COMMENTS

VIII. RECOMMENDATIONS

PRESENT STATUS

- Probation I
- Probation II
- Probation III
- Tenure

RECOMMENDED STATUS

- Recommended for Tenure
Date _____
- Continuing toward Tenure
- Continuing on Tenure
- Not recommended for a contract for the _____ year

DATES OF VISITATIONS

Teacher's signature indicates that the teacher has read and received a copy of this Evaluation, and does not necessarily indicate agreement.

Principal's Signature

Teacher's Signature

Date

Date

Supplementary comments attached

Initials

Rebuttal attached

Initials

Teacher Evaluation
SUPPLEMENTARY COMMENTS
(Prior to Evaluation)

TEACHER _____ DATE _____

(Prior to the evaluation, the teacher is invited to indicate his/her successes; professional involvements; etc., that might assist in making a more accurate evaluation.)

TEACHER'S SIGNATURE _____ DATE _____

Teacher Evaluation
REBUTTAL FORM

TEACHER _____ DATE _____

(Teacher may use this form to react to statements made by the evaluator in the attached evaluation.)

TEACHER _____ DATE _____

MEMORANDUM OF AGREEMENT:

DATE _____

BETWEEN BOARD OF EDUCATION, SOUTHGATE COMMUNITY SCHOOL DISTRICT
AND THE SOUTHGATE EDUCATION ASSOCIATION

Upon ratification of a new contract for 1973-74 the following schedule and associated matters and actions are agreed to for the 1972-73 school year:

Salary Schedule: BA = \$8,840 - \$14,560
MA = \$9,740 - \$17,100 (See Appendix A)

1. The Southgate Education Association and Mr. Luis Diaz, through their attorneys, shall withdraw and dismiss, action on Circuit Court Case #72-222-309 with prejudice. Official copies of all legal documents supporting such action shall be provided the Board of Education.
2. All grievances or demands for arbitration shall be withdrawn with prejudice and no new grievances shall be filed related to matters or acts which occurred during the 1972-73 school year.
3. Upon completion of the above action by the Southgate Education Association and Mr. Diaz and the ratification by the parties of the Collective Bargaining Agreement covering the 1973-74 school year, the Board of Education agrees to pay the attached salary schedule for the 1972-73 school year, without any adjustment on fringes and in the salary for extra curricular services performed in the 1972-73 school year, retroactive to those teachers who were employed during the 1972-73 school year.

FOR THE SOUTHGATE EDUCATION ASSOCIATION FOR THE BOARD OF EDUCATION

MEMORANDUM OF UNDERSTANDING

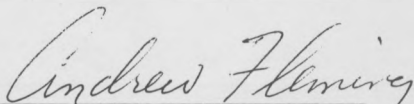
between

SOUTHGATE BOARD OF EDUCATION

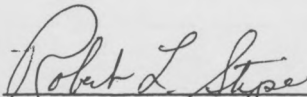
and

SOUTHGATE EDUCATION ASSOCIATION

Upon the ratification by both parties of the new contract, both parties pledge that no reprisals will be made as a result of the Concerted Action.



Andrew Fleming, Chief Negotiator
Southgate Education Association



Robert L. Stipe, Chief Negotiator
Southgate Board of Education

December 3, 1973

MEMORANDUM OF AGREEMENT: Between the Board of Education, Southgate Community School District and the Southgate Education Association

To clarify and correct certain provisions established during negotiations of the 1972-1973 and 1973-1974 contract settlement, the parties agreed on the following:

- A. All teaching loads are to be equalized as closely as possible under terms of the contract provisions. Likewise, all remuneration for teachers must be equal for equal preparation and years of experience. All individual contracts and salary notices shall be drawn based upon the provisions of this Agreement.
- B. The parties agree the remuneration for the Girls' Basketball Coach, High School, is 7% rather than 6% of the Bachelor's base salary (step "0").

FOR THE SOUTHGATE EDUCATION ASSOCIATION

FOR THE BOARD OF EDUCATION

Andrew Fleming

Robert L. Stepe