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# AGREEMENT

BETWEEN THE

**SOUTH REDFORD SCHOOL DISTRICT**

AND THE

**SOUTH REDFORD EDUCATION ASSOCIATION**

JULY 1, 1966

**THE SOUTH REDFORD SCHOOL DISTRICT**

**Detroit, Michigan 48239**

*MEA*  
*1216 Kendale*  
*E. Lansing, MI 48823*

*South Redford School District*

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**SOUTH REDFORD SCHOOL DISTRICT**

AND THE

**SOUTH REDFORD EDUCATION ASSOCIATION**

Reproduced by:  
Office of Professional Negotiations  
Michigan Education Association

JULY 1, 1966

**THE SOUTH REDFORD SCHOOL DISTRICT**

**Detroit, Michigan 48239**

## ACKNOWLEDGEMENTS

The Board of Education of the South Redford School District wishes to acknowledge the professional manner in which this initial Agreement between the school district and its teaching personnel came into existence. The work of Herbert Delaney, chairman, Allan Kerr, alternate chairman, Helen Bone, Robert Chartrand, and Jack Knox representing the South Redford Education Association, and the efforts of M. D. Roe, Superintendent of Schools, Chester Wachowski, chairman, Jack Salvadore, alternate chairman, Wilbur Bishoff, and Frank Block in behalf of the school district stands as a fitting tribute to the abilities of men to reach mutual understandings in the spirit of good faith through professional negotiations.

It is the sincere hope of the Board of Education that the provisions of this contract will be implemented in accordance with its intent, and that as a result of this Agreement, public education in South Redford will take another step forward.

# TABLE OF CONTENTS

## Acknowledgements

<i>Article</i>	<b>Preamble</b>	<i>Page</i>
I.	Recognition .....	3
II.	Definitions .....	3
III.	Fair Employment Practices .....	4
IV.	Rights of the Board .....	4
V.	Rights of the Association .....	4
VI.	Rights of Teachers .....	5
VII.	No-Strike Clause .....	7
VIII.	Grievance Procedure .....	7
IX.	Teaching Hours .....	10
X.	Professional Compensation .....	11
XI.	Teaching Assignments and Teaching Loads .....	11
XII.	Class Size and Composition .....	11
XIII.	Promotions .....	11
XIV.	Re-assignments and Transfers .....	12
XV.	Teaching Facilities .....	12
XVI.	Relief from Non-Teaching Duties .....	12
XVII.	Evaluation of Teachers .....	13
XVIII.	Non-Tenure Teachers .....	13
XIX.	Protection of Teachers .....	13
XX.	Supervision of Student Teachers .....	13
XXI.	Professional Conferences .....	13
XXII.	Teacher Substitutes .....	13
XXIII.	Identification of Special Students .....	14

# TABLE OF CONTENTS

(Continued)

<i>Article</i>	<i>Page</i>
XXIV. Leaves of Absence .....	14
A. Sick Leave .....	14
B. Personal Leave .....	14
C. Extended Leaves of Absence — General Provisions .....	15
D. Sabbatical Leave .....	15
E. Military Leave .....	17
F. Peace Corps Leave .....	17
G. Maternity Leave .....	18
H. Study Leave .....	18
I. Other Leaves .....	18
XXV. Group Insurance Benefits .....	18
XXVI. Credit for Previous Experience.....	19
XXVII. Increment Pay .....	19
XXVIII. Compulsory Retirement .....	19
XXIX. Required Health and Tuberculosis Examination .....	19
XXX. School Calendar .....	19
XXXI. Adult Education .....	19
XXXII. Summer School .....	19
XXXIII. Provisions Contrary to Law .....	20
XXXIV. Duration of Agreement .....	20
<b>APPENDIX A</b>	
Teachers' Salary Schedule .....	21
<b>APPENDIX B</b>	
Compensation, Extra-Curricular Coaching and Directing .....	21

**AGREEMENT**  
**BETWEEN THE**  
**SOUTH REDFORD SCHOOL**  
**DISTRICT**  
**AND THE**  
**SOUTH REDFORD EDUCATION**  
**ASSOCIATION**

THIS AGREEMENT entered into this 17th day of June, 1966, by and between the SOUTH REDFORD SCHOOL DISTRICT, TOWNSHIP OF REDFORD, STATE OF MICHIGAN, through its Board of Education, hereinafter called the "Board," and the SOUTH REDFORD EDUCATION ASSOCIATION, hereinafter called the "Association."

**PREAMBLE**

*WHEREAS*, the Board and the Association recognize and declare that providing a quality education for the children of South Redford is their mutual aim; and

*WHEREAS*, Act 379 of the Michigan Public Acts of 1965 permits an employees organization to become an exclusive bargaining agent for all employees named in a unit appropriate for such purposes; and

*WHEREAS*, a representative consent election for the professional staff was held on January 18, 1966 under the direction of the State Labor Mediation Board to determine the exclusive bargaining agent; and

*WHEREAS*, the results of the representative consent election for the professional staff did show in fact a decisive vote in favor of the South Redford Education Association; and

*WHEREAS*, the Board and the Association following extended and deliberate collective bargaining with

respect to rates of pay, wages, hours of employment, and other conditions of employment; and

*WHEREAS*, the Board and the Association have reached a collective bargaining agreement which they desire to memorialize,

THEREFORE, the Board and the Association agree as follows:

**ARTICLE I**

**RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, State of Michigan, the Board does hereby recognize the Association as the sole and exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, to the extent required by said Act for the term of this Agreement, for all certified, contractual personnel employed by the Board, including all personnel on sabbatical, maternity, military, or other leaves of absence as approved by the Board, but excluding all administrative and supervisory personnel including superintendents, assistant superintendents, administrative assistants, principals, assistant principals, directors, and attendance officers: which covered employees are hereinafter referred to as "teachers;" and all reference to male teachers shall include female teachers.

**ARTICLE II**

**DEFINITIONS**

A. Wherever the term "teacher" is used it is to include any member or members of the bargaining unit.

B. Wherever the singular is used it is to include the plural.

C. Wherever the term "grievance" is used it shall mean a complaint by a teacher or group of teachers based on an alleged violation, misinterpretation, or misapplication of established teacher personnel policy or one or more of the expressed provisions of this Agreement.

D. Wherever the term "Board" is used it shall mean the South Redford School District, its Board of Education, and shall include its designee upon whom the Board has conferred authority to act in its place and stead.

E. Wherever the term "Superintendent" is used it shall mean the Superintendent of Schools and shall include his designee upon whom the Superintendent has conferred authority to act in his place and stead.

F. Wherever the term "principal" is used it is to include the administrator of any work location or functional division or group.

G. Wherever the term "this Agreement" is used it shall mean the Agreement itself, together with all Appendices incorporated therein by reference.

H. Wherever the term "Association Representative" is used it shall mean the teacher in a school designated by the Association to represent all the teachers in that school.

I. Wherever the term "administrative staff" is used it shall mean administrative and supervisory personnel to include but not restricted to the following: superintendent, assistant superintendents, principals, assistant principals, administrative assistants, and directors.

J. Wherever the term "Association" is used it shall mean the South Redford Education Association and shall include its designee upon whom the Association has conferred authority to act in its place and stead.

### ARTICLE III

#### FAIR EMPLOYMENT PRACTICES

A. The Board agrees that it shall not discriminate against any teacher on the basis of race, color, creed, national origin, sex, marital status, or membership or participation in the activities of the Association or any other teacher organization.

B. The Association agrees that it shall admit all teachers to its membership without discrimination by reason of race, creed, color, national origin, sex, or marital status, and to represent equally all teachers without regard to membership or participation in or association with the activities of any other teacher organization.

C. The Board and the Association mutually agree that membership in the Association or any other teacher organization shall not be required as a condition of employment of any teacher with the Board.

### ARTICLE IV

#### RIGHTS OF THE BOARD

A. The Board 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:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.

2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind.

5. To determine class schedules, the hours of instruction, the duties, responsibilities and assignments of teachers, and the terms and conditions of employment.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the expressed terms of this Agreement and then only to the extent such expressed terms hereof are in conformance with the Constitution and the provisions of Public Act 379 and other laws of the State of Michigan, and the Constitution and laws of the United States.

### ARTICLE V

#### RIGHTS OF THE ASSOCIATION

##### A. Access to Financial Information

1. The Board agrees, upon written request of the President of the Association, to release to said Association, such information concerning the financial resources of the district, budgetary requirements

and allocations, and any other financial information as will assist the Association in developing intelligent, accurate, informed, and constructive proposals concerning the rates of pay, wages, hours of employment, and other conditions of employment for all teachers covered by this Agreement.

2. The Association will be advised by the Board of any new or modified budgetary or tax programs under consideration and the Association will be given an opportunity to consult with the Board with respect to the proposed annual budget prior to its adoption and general publication.

3. It is agreed, however, that except for expenditures contained in any annual budget which are required by the terms of this Agreement, the authority to adopt all parts of the annual budget of the School District resides exclusively with the Board and during the term of this Agreement shall not be the subject of mandatory negotiation with the Association, nor subject to any proceeding under the grievance procedure.

#### **B. Access to Other Information**

1. The Board agrees, upon written request of the President of the Association, to release to said Association such information, permitted by law, as may be necessary for the Association to efficiently process any grievance in the grievance procedure with the exception of privileged information such as confidential credentials and related personal references normally sought at the time of employment.

#### **C. Contract Negotiations, Released Time**

1. The Board agrees that whenever Association members are scheduled by the Board to engage during the school day in contract negotiations on behalf of the Association with representatives of the Board during the term of this Agreement, said Association members shall be released from classroom responsibilities without loss of salary. Such released time, when scheduled by the Board, shall be for a maximum of five teachers representing the Association.

#### **D. Leaves of Absence for Association Activities**

1. Officers, chairmen, or designated representatives of the Association may be granted, at the discretion of the Superintendent, short leaves of absence, not to exceed two working days, to participate

in area, regional and/or state organizational or business activities of the Michigan Education Association. Requests for such leaves shall be made to the Superintendent who shall also determine whether such leaves shall be granted with or without pay.

#### **E. Use of School Facilities**

1. The Board agrees to permit the Association the use of school buildings without charge for Association meetings fifteen minutes after the close of the pupils' school day in a place as designated by the principal thereof, upon request to the principal of such building at least 24 hours in advance of such meetings. Said meetings not to exceed such time as the building is regularly serviced by the maintenance staff.

2. The Board agrees to permit the Association the use of bulletin board space in the teachers' lounge or lounges in each school building for the purpose of posting official Association notices. The authorized Association Representative of each building shall be responsible for the posting of all such notices and the content thereof. All notices, prior to posting, shall be signed by the authorized Association Representative of that building.

3. Where school mailboxes are provided for teachers, the Board agrees to permit the Association the use of these mailboxes for purposes of distributing Association approved materials. The authorized Association Representative of each building shall be responsible for the placing of such materials and the content thereof.

### **ARTICLE VI**

#### **RIGHTS OF THE TEACHER**

A. The Board agrees to observe the rights of teachers as outlined in the following sections of Act 379 of Public Acts of Michigan of 1965:

##### **1. 17.455 (9) Lawful to Organize.**

Section 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) Unfair Labor Practices.

Section 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 representation grievance procedure.

Section 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 representatives of all the public employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and shall be so recognized by the public employer: Provided, That any individual employee at any time may present grievances to his employer and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, provided that the bargaining representative has been given opportunity to be present at such adjustment.

B. Payroll Deductions for Association Dues

1. The Board agrees to deduct from the salaries of teachers dues for the Association (S.R.E.A.), the Michigan Education Association (M.E.A.), and the National Education Association (N.E.A.), when voluntarily authorized in writing by each teacher desirous of having such dues deducted.

2. Regular dues for any or all of the above stated organizations shall be deducted together, as one deduction, in ten equal monthly installments.

3. Individual authorization forms for the deductions of said dues shall be furnished by the Association and, when executed, filed by the Association with the School District Business Office.

4. Dues authorizations filed with the School District Business Office on or before August 1st of each year, shall become effective with the first scheduled dues deduction of the coming school year. Dues authorizations filed after August 1st of each year shall become effective with the regularly scheduled dues deduction following 30 days after the filing of said authorization.

5. Dues authorizations once filed with the School District Business Office shall continue in effect until revoked by the teacher on a form available from the Association and filed with said Business Office; provided, that a revocation filed after the first working day of a school year shall not be effective until the first scheduled dues deduction of the succeeding school year.

6. The Association shall, on or before August 1st of each school year, give written notification to the School District Business Office of the amount of its dues and those of the M.E.A. and the N.E.A. which dues are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notification, shall not be subject to change during that entire school year.

7. For purposes of this Article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in June.

8. Dues deduction shall be transmitted by the School District Business Office to the Association within ten days after such deductions are made. The Association shall be responsible for disbursements of M.E.A. and N.E.A. dues paid to it to the Treasurers of those organizations.

9. The right to refund to teachers monies deducted from their salaries under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from all claims of excessive dues deductions.

**C. Other Payroll Deductions**

1. The Board agrees to make voluntary payroll deductions upon individual written authorization therefore, from the salaries of teachers, for the following:

- a. Wayne Out-County Teachers' Credit Union
- b. Tax deferred annuity plan premiums
- c. Hospitalization insurance premiums

and agrees to disburse these deductions for the purposes intended. Procedures for these payroll deductions shall be established by the Board.

D. The contents of an individual teacher's file shall be made available to the teacher and/or to the Association with the teacher's written consent; excepting, that such information as confidential credentials and related personal references normally sought at the time of employment are exempt from such review.

E. Whenever an evaluation by a South Redford School Administrator or a commendation or complaint concerning a teacher is to be placed in the teacher's personnel file, the teacher shall be allowed to review the entry before it is placed in such file.

**ARTICLE VII****NO STRIKE CLAUSE**

A. The Association agrees to observe the "no strike" provisions as set forth in the following sections of Act 379 of the Public Acts of Michigan of 1965:

1. 17.455 (1) Strike defined

Section 1. As used in this act the word "strike" shall mean the concerted failure to report for duty, the wilful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment. Nothing contained in this act shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

2. 17.455 (2) Strikes by public employees prohibited.

Section 2. No person holding a position by appointment or employment in the government of the State of Michigan, or in the government of any 1 or more of the political subdivisions thereof, or in the public school service, or in any public or special district, or in the service of any authority, commission, or board, or in any other branch of the public service, hereinafter called a "public employee," shall strike.

**ARTICLE VIII****GRIEVANCE PROCEDURE****A. Definitions**

1. A "grievance" shall mean a complaint by a teacher or a group of teachers based on an alleged violation, misinterpretation, or misapplication of established teacher personnel policy or one or more of the expressed provisions of this Agreement.

2. The term "teacher" may include a group of teachers who are similarly affected by a grievance.

3. An "aggrieved person" shall mean the person or persons making the complaint, either individually or through the Association.

4. A "party in interest" shall mean the person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

5. The term "days" when used in this Article shall, except where otherwise indicated, mean working school days.

**B. General Principles**

1. The primary purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the complaints or grievances of teachers or groups of teachers. Except as is necessary to implement this Article, both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his principal.

3. Except as otherwise provided in Level One of this procedure, any aggrieved person may be represented at all meetings and all hearings at all

levels of the grievance procedure by the Association Representative assigned to his building or by another teacher of his own choosing; provided, however, that the aggrieved person may not be represented by an officer, agent, or other representative of any teacher organization other than the Association; provided further, when a teacher is not represented by the Association, the Association shall have the right to be present at all levels of the grievance procedure after the first level.

4. There shall be one or more teachers' representatives for each school building, to be selected by the Association, or alternates, if the Association Representatives are absent, one of whom shall be designated by the Association and so recognized by the Board as the official representative of the Association for the teachers in that building for the purpose of receiving official communications under this grievance procedure.

5. If any member of the Association's Professional Rights and Responsibilities Committee (hereinafter referred to as the PR&R Committee) is a party in interest to any grievance brought before said Committee, said member shall be disqualified from considering such grievance.

6. The failure of the aggrieved person to proceed to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance; provided, however, in the event new facts are obtained which were not previously known, but which if they had been known, might have influenced the disposition of the grievance, the presentation of such information to the parties in interest shall constitute grounds to reopen the grievance procedure at Level One; provided further, in the event a decision has been rendered in a grievance and the decision has not been implemented or has been violated, the presentation of such evidence to the parties in interest shall constitute grounds to reopen the grievance at the level at which it had been terminated.

7. The failure of an administrator at any level of this procedure to communicate his decision to the aggrieved person within the specified time limits shall permit the aggrieved person and/or the PR&R Committee with the teacher's written authorization to proceed to the next level.

8. It shall be the practice of all parties in interest to process grievance procedures during such time as not to interfere with the execution of regular teaching assignments; provided, however, in the event it is mutually agreed by the aggrieved person, the Association, and the Board to hold grievance proceedings during regular working hours, a teacher engaged during the school day in grievance proceedings in his own behalf, or in behalf of the Association with any representative of the Board, or participating in any level of the grievance procedure, including mediation, may be released from regular duties without loss of salary.

9. Nothing contained herein shall be construed to prevent any teacher or group of teachers from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement; provided, that the Association has been given opportunity to be present at such adjustment. The Board agrees to provide to the Association, within two (2) days after filing, a copy of all such written grievances lodged and decisions rendered relative to these grievances, together with the supporting reasons for the decisions.

10. It shall be the policy of the Board to assure to every teacher an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his professional status.

11. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. Time limits, however, may be extended when mutually agreed upon in writing.

12. In the event a grievance is filed on or after June 1st, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the close of the school term or as soon thereafter as practicable for all parties concerned.

13. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

14. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents that have been ap-

proved by the Board and the PR&R Committee, shall be printed and given appropriate distribution by the Board so as to facilitate operation of the grievance procedure.

15. The following matters shall not be considered to be the basis of any grievance under the procedure as outlined in this Article:

- a. The termination of service or failure to re-employ by the Board of any probationary teacher; or
- b. The placing by the Board of a non-tenure teacher on a third year of probation; or
- c. Any complaint or grievance for which there is another procedure established by law, or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan, as amended).

### C. Procedure

1. **Level One** — A teacher with an alleged grievance shall first present the matter to his principal with the objective of resolving the matter informally. At such a meeting, he may have the assistance of the recognized Association Representative for his building or another teacher of his own choosing. A teacher having such a complaint shall bring the matter to the attention of his principal and request an informal meeting to discuss the problem not later than ten (10) days after the event or occurrence which is the basis of the alleged grievance. The principal will make arrangements to hold such meeting within three (3) work days after the teacher's request. If the teacher requesting the meeting so desires, the principal shall issue a written receipt to said teacher indicating the date the request for such informal meeting was made.

2. **Level Two** — In the event that the grievance is not satisfactorily resolved at Level One, the aggrieved person may give formal notice in writing to his principal and the Association. Such notice shall be filed not later than three (3) days after the informal discussion required under Level One.

Within six (6) days of receipt of the written grievance, the aggrieved person's principal shall state his decision relative to the grievance in writing, together with the supporting reasons therefore, and furnish one copy to the aggrieved person and two copies to the aggrieved person's Association Representative.

3. **Level Three** — If the aggrieved person wishes to appeal the decision of his principal, he may file the grievance in writing with the PR&R Committee within six (6) days following receipt of such decision.

The PR&R Committee shall within seven (7) days make a judgment on the merits of the grievance. If the PR&R Committee decides the grievance lacks merit, said Committee shall render its decision in writing to the aggrieved person, the Association Representative, and the aggrieved person's principal, that the matter, insofar as the Association is concerned, is terminated, and may only be continued beyond this level on the aggrieved person's own initiative and without Association support. If the PR&R Committee decides the grievance has merit, said Committee shall within five (5) days of the decision thereof, refer such grievance in writing to the Superintendent.

4. **Level Four** — Upon receipt of the grievance, the Superintendent shall designate a committee not to exceed three persons to represent the Board in meeting with three members of the PR&R Committee to attempt to arrive at a settlement of the grievance. Such committee representing the Board may include the Superintendent but shall not include any person who has previously been a party in interest to the particular grievance or any member of the Board of Education. Said PR&R Committee representing the Association shall not include any person who has previously been a party in interest to the particular grievance. Within ten (10) days after receipt of the written grievance, the Superintendent or his designated committee shall meet with the PR&R Committee to consider the grievance. At such a meeting, the attendance of a witness of any person having a knowledge of the matter may be required. Within five (5) days of said meeting, the Superintendent or his designated committee shall prepare a written report including any agreement reached, or if the matter is not resolved, an answer to the grievance, together with supporting reasons, copies of which shall be given to the aggrieved person, the PR&R Committee, and the aggrieved person's principal.

5. **Level Five** — In the event the grievance is not satisfactorily resolved at Level Four by the Superintendent and/or his designated committee and the PR&R Committee within five (5) days of its consideration by them, the grievance may be referred

by the aggrieved person to the Board of Education. Within fifteen (15) days of receipt thereof by the Secretary of the Board, the Board or a committee of its members, (in executive session) shall meet with not more than seven (7) members of the PR&R Committee to attempt to resolve the grievance. Said committees at this level shall not include any person who has previously been a party in interest to the particular grievance. Within five (5) days of such meeting, the Board or its committee, shall prepare a written report, including any agreement reached, or if the matter is not resolved, an answer to the grievance, together with supporting reasons, copies of which shall be given to the aggrieved person, the PR&R Committee, and the aggrieved person's principal.

6. **Level Six** — In the event the grievance is not satisfactorily resolved at Level Five the aggrieved person, or the Association with the aggrieved person's written authorization, may invoke the mediation procedures of section 7 of Act 336 of the Public Acts of 1947, as amended, of Michigan, and sections 10, 11, and 25 of Act 176 of the Public Acts of 1939, as amended, of Michigan. In this event, the Board and the aggrieved person may be represented in subsequent meetings or required hearings by such persons, in reasonable number, as they may each determine.

## ARTICLE IX

### TEACHING HOURS

A. The Board shall recognize the following rights and responsibilities of teachers as it sets the hours for the teacher's work day:

1. A secondary school teacher's work day shall consist of  $7\frac{3}{4}$  hours of formal responsibility. Within said  $7\frac{3}{4}$  hours of formal responsibility, a secondary school teacher shall be entitled to the following:

- a. A duty free lunch period, or periods, equivalent in total time to one class period.
- b. A minimum 45 minute assigned preparation period.

2. An elementary school teacher's work day shall consist of  $7\frac{1}{2}$  hours of formal responsibility. Within said  $7\frac{1}{2}$  hours of formal responsibility, an elementary school teacher shall be entitled to the following:

- a. A minimum 45 minute duty free uninterrupted lunch period.
  - b. A minimum 30 minute assigned preparation period.
3. A special education teacher's work day shall consist of  $7\frac{1}{2}$  hours of formal responsibility. Within said  $7\frac{1}{2}$  hours of formal responsibility, a special education teacher shall be entitled to the following:
- a. A minimum 45 minute duty free uninterrupted lunch period.
  - b. A minimum 30 minute assigned preparation period.
4. A teacher shall be required to report for work 15 minutes prior to the first scheduled class period within his building.
5. A teacher shall indicate his presence in the school building by signing in and out on a form made available to him in the school office.
6. A teacher shall be required to attend all professional staff meetings when called by the building principal. When such professional staff meetings extend beyond a teacher's hours of formal responsibility, he shall not be required to remain in excess of 60 minutes beyond the close of the pupils' school day and not more frequently than once a week.
7. Teaching periods shall be those assigned by the building principal. However, the Board agrees that except as to the provisions incorporated in this Article, no change in the present number of teaching assignments at the secondary level shall be made effective without notification to the President of the Association and consultation with said President and representatives of the teachers respecting such proposed change. Such notification shall be given with the objective of affording the Board and its representatives an opportunity to further evaluate such proposed change before any such proposed change is made effective. However, the Association agrees that the Board has the authority and responsibility of final determination respecting the scheduling of teacher assignments within the school day.
8. The Board and the Association agree that some supervisory responsibilities shared among teachers in a building on an equitable basis are necessary during and after the close of the pupils' school day. The building principal shall determine to

which of these attendance is expected, voluntary, or from which teachers may be excused.

9. A teacher's attendance and/or participation in P.T.A. meetings, open house, concerts, plays, Christmas programs, athletic events and similar school activities is encouraged as a professional responsibility.

## ARTICLE X

### PROFESSIONAL COMPENSATION

A. The salary schedules of teachers covered by this Agreement, and conditions governing such schedules, are set forth in Appendicies "A" and "B" to this Agreement, which are attached hereto and made a part hereof.

B. A teacher's salary is based upon the term of employment beginning with Labor Day and ending not later than the third Friday in June of the following calendar year. Such term to include forty (40) weeks or two hundred (200) working days inclusive of five (5) days Easter vacation with salary but exclusive of five (5) days Christmas vacation without salary.

C. A teacher shall not be required to report earlier than the Tuesday following Labor Day or to remain later than the third Friday in June of any given term of employment covered by this Agreement.

D. A teacher's professional daily rate of pay shall be based upon and subject to the provisions of Article IX, "Teaching Hours," and shall be determined by dividing his annual contractual salary by said two hundred (200) day term of contractual employment.

E. When a teacher is scheduled by the Board to perform his professional service for periods of less than his hours of formal responsibility as outlined in the provisions of Article IX, "Teaching Hours" of this Agreement, he shall be compensated proportionately in accordance with his professional daily rate of pay. Compensated time for such professional services rendered shall be limited to those programs duly authorized by the Board and may include summer employment, special committee work, courses taught after the teacher's daily hours of formal responsibility, but excluding all courses taught in conjunction with the Adult Education School. Such professional service time rendered shall accumulate and a teacher employed shall be compensated for periods of one-half ( $\frac{1}{2}$ ) day or one (1) whole day as such periods of professional

service may accumulate. Such accumulated day of professional service shall be subject to the provisions of Article IX, "Teaching Hours," of this Agreement, and shall be inclusive of the daily preparation and lunch allowance, or proportionately reduced daily preparation and lunch allowances in instances of one-half ( $\frac{1}{2}$ ) day of professional service rendered.

## ARTICLE XI

### TEACHING ASSIGNMENTS AND TEACHING LOADS

A. All teachers shall be assigned by the Superintendent to that level of instruction for which they are qualified. Teachers may not be assigned, except for good cause as determined by the Superintendent, outside the scope of their teaching certificates.

B. Teachers will be notified by their building principal of their tentative programs for the coming school year prior to the close of the current school year.

C. In secondary schools, the number of subject matter preparations assigned to a teacher shall be given due consideration by the principal. The principal will also consider the recommendations of the staff of the department involved.

## ARTICLE XII

### CLASS SIZE AND COMPOSITION

A. The Board will continue to strive to meet its goal of 25 to 30 students per academic class, with the exception of certain activity type classes such as typewriting, physical education, music and study halls. Classes having a fixed number of learning stations shall be limited to a number of students not to exceed the number of stations. The Board agrees to consider recommendations of teachers relative to class size and composition.

B. Whenever a staff vacancy occurs where a qualified replacement cannot be hired necessitating the elimination of the class, the students will be re-scheduled to other classes of the same subject or grade level consistent with the foregoing provisions.

## ARTICLE XIII

### PROMOTIONS

A. For the purposes of this Article, a promotion shall mean a change to an administrative position.

B. Notices of vacancies in administrative positions shall be posted in an appropriately designated place in each school building for not less than ten (10) teach-

ing days prior to the closing date for filing applications. (In the event a vacancy occurs during the summer, said notices shall be mailed to teachers fourteen (14) days prior to the closing date for filing applications.) Notices of such vacancies shall include the professional and personal qualifications necessary to fill the position and instructions for filing applications. All applications shall be in writing and shall be directed to the Superintendent, who will screen the applicants and recommend four (4) candidates to be interviewed by the Board.

C. Qualified teachers employed by the Board shall be given first consideration in filling vacancies in administrative positions; however, the Board reserves its right to promote on the basis of its own judgment of qualifications and also to hire new employees for vacancies in administrative positions.

D. The Board reserves its right to fill vacancies in administrative positions on a temporary basis without giving notice as outlined in paragraph "B" of this Article.

E. A teacher who shall be temporarily assigned to an administrative position and who shall later be returned to teacher status shall be entitled to such rights upon return as are consistent with the terms of the Agreement in effect at the time of his return to teacher status.

#### ARTICLE XIV

##### RE-ASSIGNMENTS AND TRANSFERS

A. For the purpose of this Article, a re-assignment shall mean a change in teaching subject or grade level, or to an assignment other than as a classroom teacher, and a transfer shall mean a change in school but not in subject or grade level.

B. Notices of opportunities for re-assignment to other than classroom teaching positions shall be announced according to the same procedure described regarding promotions.

C. Notices of opportunity for re-assignment or transfer to other grade levels or teaching subject assignments shall be posted periodically as they develop. Instructions for application for such re-assignments or transfers shall be included in the notice.

D. A teacher may request a transfer or re-assignment. Requests for transfers or re-assignment shall be submitted in writing to the Superintendent.

E. In filling any such vacancies, the Board shall consider the recommendations of both the sending and receiving principals. Length of service to the school district shall also be given due consideration by the Board.

F. While the right of determination to re-assign or transfer a teacher is vested in the Board, the Board will not, in any case, re-assign or transfer a teacher without prior discussion with said teacher.

G. When an established teaching position becomes vacant, the Board agrees to fill such vacancy with a qualified substitute teacher until such time as such established teaching position can be filled with a qualified tenure or probationary teacher; excepting, the Board reserves the right to make adjustments in class sizes that are not inconsistent with the terms of this Agreement.

#### ARTICLE XV

##### TEACHING FACILITIES

A. In so far as possible, each school building shall have the following facilities:

1. Space in the classroom where a teacher may store instructional materials and supplies
2. A teachers' lounge
3. Separate teachers' rest rooms for men and women teachers
4. A pay telephone

B. The Board, in cooperation with the Association, agrees to seek to provide workroom space for teachers in each secondary school.

C. The preservation of safe, wholesome, and pleasant surroundings shall be a paramount concern of both the Board and the Association.

#### ARTICLE XVI

##### RELIEF FROM NON-TEACHING DUTIES

A. The Board agrees that a teacher's primary responsibility is to teach and therefore the Board shall encourage the administration to carefully review with teachers all such teacher assignments related to the collection of monies and supervision of buses and cafeterias in an attempt to minimize the teacher's responsibilities in these areas.

B. Teachers shall not be required to distribute or inventory books and supplies with the exception of those used in their own classroom.

C. Whenever standardized tests are administered by teachers to a group of students, said tests shall be machine scored whenever such scoring is available.

## ARTICLE XVII

### EVALUATION OF TEACHERS

A. The work of all teachers shall be evaluated annually in writing by members of the administrative staff on such forms and with such frequency as may be prescribed by the Superintendent. Such written evaluation shall be reviewed with the teacher before it is placed in the teacher's personnel file and the teacher shall have the opportunity to attach a written statement to said form and to sign said form.

B. All monitoring or observation of the work performance of a teacher shall be done openly.

C. The Board agrees that teachers will continue to participate in an advisory capacity in the development of teacher evaluation instruments and procedures under the direction of the Superintendent. The Association agrees that the failure of the Board to place any of said teachers' recommendations in effect relative to teacher evaluation instruments or procedures shall not constitute the basis for a grievance.

## ARTICLE XVIII

### NON-TENURE TEACHERS

A. In the event the Board fails to re-employ a non-tenure teacher, the Board agrees to furnish said teacher with a statement setting forth the reason for its decision not to re-employ.

## ARTICLE XIX

### PROTECTION OF TEACHERS

A. The Board will defend academic freedom throughout the district subject to the enforcement of the ethical standards of the teaching profession.

B. Whenever a teacher is called upon by a member of the administration to explain or interpret his instructional methods and/or the contents of curriculum in his classes to members of the community, such presentation shall be scheduled at such a time that is mutually acceptable to the teacher and the administrator involved.

C. A teacher shall report in writing to his principal cases of assault or attempted assault suffered by him while in the performance of official school assignments. In the event of such an assault, the teacher involved may request assistance of the Board in such matter. These requests shall be made in writing to the Superintendent who shall, with the advice of legal counsel, make a determination as to whether the conduct of the teacher making such request justifies any assistance from the Board, and the extent thereof. The decision of the Superintendent shall be final.

D. The Board will reimburse a teacher, in an amount not to exceed \$100.00, for loss, damage, or destruction of personal property, excluding motor vehicles, as a result of an assault suffered by him on school premises when, in the judgment of the Superintendent, such assault was not provoked by said teacher.

## ARTICLE XX

### SUPERVISION OF STUDENT TEACHERS

A. A student teacher shall be assigned only by mutual consent of the building principal and district teacher.

## ARTICLE XXI

### PROFESSIONAL CONFERENCES

A. The Board agrees to continue to budget funds for teacher attendance at selected professional conferences. A teacher's request to attend a conference shall be presented to his principal for approval. Travel, meals, lodging and registration shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant.

B. Within ten (10) days after return from an approved conference, a teacher shall file with the principal and the Superintendent, a written report of all meetings attended, and shall be expected to make an oral report on request of the principal.

C. An expense report with accompanying supporting receipts shall be filed by conference participants with the school principal within ten (10) days after return from the conference.

## ARTICLE XXII

### TEACHER SUBSTITUTES

A. The Board agrees to continue to provide qualified substitutes to replace teachers absent from school. When a qualified substitute is not available to replace a teacher absent from school, teachers may be asked to assume the responsibilities of absent teachers on a rotating basis.

B. The quality of substitute teacher performance shall continue to be subject to evaluation by the Board.

**ARTICLE XVIII**

**IDENTIFICATION OF SPECIAL STUDENTS**

A. The Board acknowledges that exceptional children require special education by specifically certified teachers. Therefore, the Board agrees to continue to seek ways, means, and personnel to further expand and create appropriate programs to serve the needs of such children.

B. Procedures and criteria for the identification of exceptional children as recommended by the State Department of Public Instruction shall serve as a guide for the Board in the identification of such children.

C. Copies of referral procedures for special education programs shall be made available to all teachers. A child so identified under said procedures will not be placed in a regular classroom situation without prior consultation between the classroom teacher and the school principal.

**ARTICLE XXIV**

**LEAVES OF ABSENCE**

**A. Sick Leave**

1. Teachers shall be allowed an unlimited number of days absence due to illness. Each such absence shall be examined by the teacher's principal. If, in the opinion of the principal, the conditions causing the absence justify compensation, a recommendation is made to the Superintendent that the teacher's salary be continued during the period of absence. Approval of the Superintendent of each recommendation is required.

2. Provisions for Reporting Absence Due to Illness

a. The first day of absence shall be reported to the district office between 7:00 and 7:30 A.M. on the day of the absence.

b. If the absence will continue, the teacher shall notify the principal to this effect before 2:00 P.M. of the first day and each succeeding day of absence to permit retention of the substitute. If notice is not received by the above specified time, it will be assumed that the teacher shall return to duty the following day.

c. In case of prolonged illness, and if the principal has been so notified, the teacher is not required to make daily contact with the principal's office.

**3. Prolonged Illness**

a. For an absence due to illness in excess of three (3) working days, the principal may request the teacher to have his attending physician prepare a statement verifying the illness and suggesting the anticipated length of absence. In case of prolonged illness, the principal may request, as deemed necessary, additional statements from the teacher's physician.

**4. Absence Due to Illness before or after Legal Holidays**

a. The day immediately preceding or the day immediately following a legal holiday will not be recognized by the Board as sick leave unless it is part of a continuing sick leave, with the exception, however, of such cases which may cause undue hardship on the individual concerned. Circumstances presenting unusual conditions will, upon request, be reviewed by the Superintendent to determine whether such time will be granted.

**5. Illness in Immediate Family**

a. When a teacher is absent from duty because of a serious illness in the immediate family, or when emergency illness in the family requires a teacher to make arrangements for necessary medical or nursing care, such absence shall be reviewed by the principal as provided in paragraph one (1) of this sick leave policy. Immediate family shall be interpreted as husband, wife, son, daughter, mother, father, brother, or sister of said teacher.

**B. Personal Leave**

1. Personal leave days may be provided for legitimate business, professional, and family obligations which cannot be met outside the regular school day. They are not provided for casual or indiscriminate use. A statement of purpose to the teacher's principal is required prior to the leave. Personal leave must be arranged with the principal at least twenty-four (24) hours in advance of the anticipated absence. If, in the opinion of the principal, the conditions causing the personal leave justify compensation, a recommendation is made to the Superintendent that the teacher's salary be continued during the period

of personal leave. Approval of the Superintendent of each recommendation is required.

## 2. Personal Days Restricted

a. The day immediately preceding or the day immediately following a legal holiday will not be recognized by the Board as a personal leave day, with the exception, however, of such cases which may cause undue hardship on the individual concerned. Circumstances presenting unusual conditions will, upon request, be reviewed by the Superintendent to determine whether such time will be granted.

## C. Extended Leaves of Absence — General Provisions

1. Teachers on authorized leaves of absence for military service, Peace Corps, or Sabbatical Leave shall accumulate seniority during the period of the leave of absence. No teachers on other extended leaves of absence shall be entitled to accumulate seniority during the period of such leave.

2. Leaves of absence shall not be granted when it is determined by the Board that financial gain is the major purpose.

3. Return to duty from leaves of absence of one semester or more is subject to the following conditions.

a. Evidence of satisfactory physical and mental health must be filed with the Board as directed before the teacher is returned to duty.

b. The Board cannot guarantee the return of any teacher to a specific building, grade level or special assignment at the conclusion of a period of absence exceeding one semester in length; the Board will, however, make every effort to return a teacher to the same or comparable position to that held prior to the leave.

## D. Sabbatical Leave

### 1. Authorization

a. Sabbatical leave of absence may be granted to members of the teaching staff of the South Redford School District. The granting of such leaves are subject to the approval of the Board upon recommendation of the Superintendent, when in their considered judgment the professional competence of the staff member and the general welfare of the public schools will be benefited.

b. The rules and regulations of the South Redford Sabbatical Leave Program are authorized and shall be interpreted in accordance with the following Michigan statutory provisions and any amendments thereto:

(1) Any board after a teacher has been employed at least seven (7) consecutive years by said board, and at the end of each additional period of seven (7) or more consecutive years of employment, may grant said teacher a Sabbatical Leave for professional improvement for not to exceed two (2) semesters at any one time; provided, that the teacher holds a permanent or life certificate, or is engaged in teaching in a college maintained by the board. During said Sabbatical Leave, the teacher shall be considered to be in the employ of the said board, shall have a contract, and may be paid compensation as provided in the rules and regulations of said board; provided, however, that said board shall not be held liable for death or injuries sustained by any teacher while on Sabbatical Leave.

(2) Teachers on Sabbatical Leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the boards of controls of public school employees' retirement funds.

(3) A teacher upon return from a Sabbatical Leave shall be restored to his or her teacher position, or to a position of like nature, seniority, status, and pay. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the board made pursuant to law. (Sec. 572, School Code of 1955-M.S.A.-15, 3572).

### 2. Eligibility and Qualifications

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

(1) Applicant must hold a Life or Permanent certificate.

(2) Applicant must have seven (7) consecutive years of satisfactory service as a full time employee in the South Redford

School District. Absence from service in the district for a period of not more than one year under a leave of absence without pay, granted by the Board for professional improvement or restoration of health, shall not be deemed a break in the continuity of service required by this section and shall be included as a year of service in computing the seven consecutive years.

(3) Subsequent Sabbatical Leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years of satisfactory service as a full time employee.

(4) Sabbatical Leaves of absence may be granted to one and one-half percent (1½%) of the members of the total teaching staff; excepting, that not more than two (2) such leaves shall be granted to any of the three levels of instruction in any one year; excepting further, that the Board may, in the event of a lack of qualified applicants, increase the number of such leaves at any level.

(5) 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.

(6) The applicant signs an agreement to return to service with the South Redford Board of Education immediately upon termination of Sabbatical Leave and to continue in such service for a period of one year (unless causes beyond his control prevent), or to refund any compensation received from the Board while on leave except as the Board shall, by special action, waive such obligation.

### 3. Purposes of Sabbatical Leave

a. 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, research and/or writing, and travel. 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.

b. The following information shall be presented in the application as evidence of the employee's plan to fulfill the purposes of the leave:

(1) **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.

(2) **For Research and/or Writing** — The proposed project shall be outlined and approved in relation to the present or prospective service of the applicant in his profession.

(3) **For Travel** — A plan, including the proposed itinerary, shall be submitted stating professional objectives which are sought through such travel.

(4) **For Other Reasons** — A plan shall be submitted stating the professional objectives which are sought through the opportunities afforded by the leave, and also stating the expected value to the school system.

### 4. Application Requirements and Procedures

a. Applications 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 1 for leaves beginning the second semester. The Superintendent shall give notice to the applicant whether the request is granted or rejected within thirty (30) days after the due date for filing the application.

(1) Approval of a Sabbatical Leave by the Board will be contingent upon securing an employee qualified to assume the applicant's duties.

(2) A Sabbatical Leave once granted may not be terminated before the date of expiration, except as otherwise provided herein.

### 5. Requirements and Status While on Sabbatical Leave

#### a. Financial Policies

(1) The compensation for the staff members on Sabbatical Leaves shall be one-

half (½) of the salary he would receive were he on active staff status for the period in which the leave is effective.

(2) Payment of salary to a staff member on Sabbatical Leave shall be made in accordance with the provisions of the Board for payment of salary to other members of the teaching staff. The employee on leave shall be responsible for keeping the School District Business Office notified as to his address.

(3) 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.

(4) The regular sick leave policy shall apply to an employee on Sabbatical Leave. The Superintendent must be notified promptly of accident or illness. This notice must be sent within ten (10) days after an accident or the beginning of illness for the Superintendent's consideration.

(5) All current fringe benefits shall be granted to teachers on Sabbatical Leave.

#### 6. Reports Required on Sabbatical Leave

a. An employee on Sabbatical Leave shall report to the Superintendent as follows:

(1) 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.

(2) A final report shall be filed with the Superintendent including the names of the institutions attended, courses pursued, credits received, experience gained, or the itinerary of travel, 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.

(3) 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 South Redford School District, he shall within two years repay to the Board the amount received by him during the Sabbatical Leave.

#### 7. Requirements and Status Upon Returning from Sabbatical Leave

a. 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.

b. If an employee does not remain in the employ of the South Redford School District for one (1) year 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 or in cases wherein the rule is waived by the Board.

#### E. Military Leave

A leave of absence for military service, without salary, shall be granted upon written request to any tenure teacher under contract who enters a branch of the armed services of the United States. Such teacher shall retain and continue to accumulate seniority during his service period, provided that he applies for reinstatement with the school district within thirty (30) days after honorable discharge. Such teacher shall be returned to his former position as soon as it is practicable to do so, but in no case later than the beginning of the following school year after release from service. A teacher, upon completion of a military leave of absence granted by the Board and who has accrued any service connected benefits, may be granted a Study Leave as outlined in paragraph "H" of this Article.

#### F. Peace Corps Leave

A leave of absence, without salary, will be granted upon written request to tenure teachers who

elect to join the Peace Corps as full time participants in such program. Such leave may not extend for more than two (2) school years and said teacher shall retain and continue to accumulate seniority during his service period, provided that he applies for reinstatement with the school district within thirty (30) days after release from such program. Such teacher shall be returned to his former position as soon as it is practicable to do so, but in no case later than the beginning of the following school year after release from said program.

#### G. Maternity Leave

A maternity leave of absence, without salary, for a period of not less than one year may be granted a teacher upon written request. Such request should be filed with the Superintendent not later than sixty (60) days after pregnancy is determined. Such leaves shall begin not later than the close of the fifth month of pregnancy.

#### H. Study Leave

A leave of absence, without salary, for study may be granted a teacher upon written request and on recommendation of the Superintendent and approval of the Board. This approval shall be based upon specific plans for such study.

#### I. Other Leaves

A teacher who does not qualify for a leave authorized by this Agreement may, with the consent of the Board, be granted an extended leave of absence for special personal reasons acceptable to the Board. Such leave shall be without salary and may not exceed a period of one year. The teacher requesting the leave shall give definite assurance that he intends to return to the employ of the Board following the termination of the leave.

### ARTICLE XXV

#### GROUP INSURANCE BENEFITS

A. The Board agrees to pay into an insurance fund the sum of \$170.40 per year per teacher to be used to support a group insurance program for its teachers (dependents excluded). Any such group insurance program shall be inclusive of the following minimum specifications:

1. Group Life Insurance	Amount
a. All teachers up to age 50	\$2,000
b. All teachers on or after age 50	\$1,000

#### 2. Loss of Time

a. \$50.00 per week for 52 weeks. Begins 1st day for accidents and 8th day for sickness. House confinement not required except during vacation periods.

#### 3. Hospital - Medical - Surgical

- a. Daily room rate of \$20.00 or equivalent
- b. Hospital extras — approximately 75% of charges
- c. Minimum \$300.00 surgical schedule
- d. \$100.00 supplementary medical expense benefit for accidents
- e. Schedule of maternity benefits

#### 4. Major Medical

a. Benefits to be at least 75% of covered hospital - medical - surgical charges not paid by basic plan up to maximum payment of \$10,000.00 per person.

B. In the event of written authorization by teachers for benefits in excess of the premium amount as authorized by the Board, or in the event of written authorization by teachers for dependent coverage, payroll deductions are authorized by the Board.

C. An Insurance Committee appointed by the Superintendent, to include with other members, the President of the Association or his designee and one teacher appointed by the said President, shall meet at least twice annually, with the purpose of reviewing and evaluating the present teacher group insurance program in light of new group insurance offerings by recognized carriers. Said committee shall report its findings with appropriate recommendations to the Superintendent by March 15th of each year covered by this Agreement.

The Board agrees to give due consideration to the recommendations of the Insurance Committee. However, the Association agrees that the Board retains the right of final determination with respect to the selection of a group insurance carrier and the failure of the Board to put into effect any or all recommendations of said Insurance Committee shall not constitute a basis for a grievance.

D. In the event the premium cost for the minimum coverage as stipulated in paragraph "A" increases, the Board shall consider subsidizing such increased cost.

**ARTICLE XXVI**

**CREDIT FOR PREVIOUS EXPERIENCE**

A. Credit will be allowed on the teachers' salary schedule for previous experience to and including five (5) years. Such credit shall be limited to experience that has been obtained in private, parochial, or public educational institutions capable of being accredited, and any such allowance is to be determined by the Superintendent at the time the first contract is prepared for any individual teacher.

**ARTICLE XXVII**

**INCREMENT PAY**

A. Increment pay shall become effective on the anniversary of the original contract.

**ARTICLE XXVIII**

**COMPULSORY RETIREMENT**

A. The Board has established a compulsory retirement age of sixty-five (65) years for all teachers with the following provisions:

1. A teacher may continue for the balance of a school year providing the 65th birthday is reached on or after July 1st.
2. All teachers presently employed who at the age of 65 will have less than 10 years of public school service may be hired on a year to year basis until such time as 10 years of service will be reached.
3. No other exceptions will be made by the Board.

**ARTICLE XXIX**

**REQUIRED HEALTH AND TUBERCULOSIS EXAMINATION**

A. All newly hired teachers shall be required to file with the Board a certificate of satisfactory health signed by a competent physician of the teacher's choice. This certificate shall be filed prior to the teacher's employment.

B. All teachers shall be required to file with the Board an annual certification of freedom from tuberculosis.

**ARTICLE XXX**

**SCHOOL CALENDAR**

A. A committee, appointed by the Superintendent, shall meet with two (2) representatives of the Association during the month of April for purposes of preparing the contents of the proposed annual school calendar. Such established committee shall be concerned with but not restricted to the following items:

1. Record days for teachers at the close of marking periods
2. District workshop days
3. Staff recommendations

Recommendations received from said committee relative to the contents of the proposed calendar will be received and considered by the Superintendent prior to its presentation for adoption by the Board.

B. The Board and the Association agree that the following will be provided for in the school calendar:

1. The beginning day of the school year shall not be earlier than Labor Day and the ending day shall not be later than the 3rd Friday in June. The school term shall not exceed forty weeks or two hundred working days, including five (5) days Easter vacation with pay but excluding five (5) days Christmas vacation without pay.
2. The following days shall be paid holidays for all teachers: Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Memorial Day, and Independence Day (summer employment only). When any of these days falls on a Sunday, the following day shall be observed as the holiday. All schools to remain closed on the Friday following Thanksgiving.

**ARTICLE XXXI**

**ADULT EDUCATION**

A. The Superintendent will notify the teachers and the Association of the staff needs for the South Redford Adult Education School.

B. Certified teachers, covered by this Agreement, when employed to teach high school credit courses in the Adult Education School shall be paid on the basis of \$5.50 per hour of instruction rendered.

**ARTICLE XXXII**

**SUMMER SCHOOL**

A. In the event a summer school program is authorized by the Board, the Association and the teachers shall be advised of the anticipated vacancies in positions for such program.

B. Notices of all such anticipated vacancies shall be posted in an appropriately designated place in each school for not less than ten (10) teaching days prior to

the closing date for filing applications. Notices shall include professional and experience requirements as well as instructions for filing such applications.

C. Applications will be available through the office of the building principal.

D. In filling such anticipated vacancies the Board shall consider the qualifications of the applicant as well as the recommendations of the applicant's building principal or immediate supervisor and that of the director of summer school.

E. Applicants and the Association will be notified by June 1st of all tentative appointments. The decision of the Board relative to such appointments shall be final.

F. All teachers appointed to summer school positions shall be compensated consistent with the provisions of Article X, "Professional Compensation," and Article IX, "Teaching Hours."

ARTICLE XXXIII

PROVISIONS CONTRARY TO LAW

A. If any provision of this Agreement shall be found to be contrary to law, then this provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

ARTICLE XXXIV

DURATION OF AGREEMENT

A. This Agreement, all of its provisions and appendices, shall become effective July 1, 1966. Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:

1. Ratified by a majority of the members of the Association voting at a meeting duly called for such purpose; and

2. Approved by the Board of Education of the South Redford School District by resolution duly adopted.

B. This Agreement shall continue in full force and effect to and including June 30, 1968, and thereafter for successive one (1) year periods, unless notice of termination is given in writing by either party to the other, not less than seven (7) months nor more than eight (8) months prior to June 30, 1968, or successive anniversaries of such date; and upon the giving of such notice, this Agreement shall terminate as of June 30, 1968, or a successive anniversary of such date, as the case may be.

C. Excepting as provided in the above paragraph, it is agreed that neither party shall demand any modifications to this Agreement; nor shall either party be obligated to bargain collectively with the other with

respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered herein, even though the same may not have been within the knowledge or contemplation of either party at the time of negotiation of this Agreement.

D. During the period between the date of execution of this Agreement and the effective date of its provisions and appendices, the existing salary schedule, extra-curricular salary schedule, fringe benefits, and other personnel policies now governing the rates of pay, hours of employment, and other conditions of employment of the teacher shall remain in full force and effect.

E. Any notices required hereunder shall be sufficient if mailed by certified mail, return receipt requested:

To the Board: c/o Superintendent of Schools  
South Redford School District  
26255 Schoolcraft  
Detroit, Michigan 48239

To the Association: c/o The President of the South  
Redford Education Association  
at his residence

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

South Redford Education Association

By: Allan R. Kerr  
President, Negotiator

Herb J. Delaney  
President-Elect, Negotiator

Helen B. Bone  
Negotiator

Robert A. Chastend  
Negotiator

Jack Knox  
Negotiator

Board of Education  
South Redford School District  
Wayne County, Michigan

By: Dick M. Hock  
President

Jeanne L. Leonard  
Secretary

**APPENDIX A**  
**TEACHERS' SALARY SCHEDULE**  
**1966 - 67, 1967 - 68**

B.A. Degree			M.A. Degree		
Step	Index	Salary	Step	Index	Salary
1	1.0000	\$5750	1	1.0695	\$6150
2	1.0600	6100	2	1.1391	6550
3	1.1217	6450	3	1.2086	6950
4	1.1826	6800	4	1.2782	7350
5	1.2434	7150	5	1.3478	7750
6	1.3174	7575	6	1.4434	8300
7	1.3913	8000	7	1.5391	8850
8	1.4652	8425	8	1.6347	9400
9	1.5391	8850	9	1.7304	9950
10	1.6130	9275	10	1.8400	10,580
			16	1.8900	10,867

M.A. + 30—\$500 over the appropriate M.A. step  
Ph.D. —\$500 over the appropriate M.A. + 30 step

**APPENDIX B**  
**COMPENSATION — EXTRA-CURRICULAR**  
**COACHING AND DIRECTING**

A. The compensation for teachers appointed to extra-curricular coaching/directing positions, which positions are outlined in this Appendix, shall be established as a percent of the current B.A. salary schedule; excepting, that the step on said salary schedule for purposes of determining compensation for teachers appointed to extra-curricular assignments shall be based on the number of years experience a teacher has obtained in coaching/directing the specific sport or activity in the South Redford Schools; excepting further, that credit will be allowed on said schedule for previous experience in the specific sport or activity obtained outside the South Redford Schools to and including five (5) years; excepting further, that credit for such experience obtained outside the South Redford Schools shall be limited to experience obtained in private, parochial, or public educational institutions capable of being accredited, and such experience allowance shall be determined by the Superintendent. Compensation (salary) shall range from the 1st to the 10th step on the current B.A. schedule and all such coaches and directors shall be compensated consistent with their accepted experience credit.

B. All appointments to coaching/directing positions shall be made by the school principal with the approval of the Superintendent. Such appointments shall be made prior to the beginning of each school year.

C. The established percents for coaching/directing extra-curricular assignments are as follows:

**JUNIOR HIGH SCHOOL**

<b>Football:</b>		<b>Boys Intramural:</b>	
Head Coach .....	6%	Coach .....	6%
Assistant		<b>Girls Intramural:</b>	
Coach (3) .....	6%	Coach .....	6%
<b>Basketball:</b>		<b>Swimming:</b>	
Head Coach .....	6%	Coach .....	6%
Assistant		<b>Cheerleading:</b>	
Coach (1) .....	5%	Coach .....	5%
<b>Wrestling:</b>		<b>Band Director .....</b>	6%
Coach .....	6%	<b>Orchestra Director..</b>	6%
<b>Baseball:</b>		<b>Vocal Director.....</b>	6%
Coach .....	5%	<b>Student Council</b>	
<b>Track:</b>		Advisor .....	6%
Coach .....	5%	<b>Newspaper Advisor</b>	5%

**SENIOR HIGH SCHOOL**

<b>Football:</b>		<b>Tennis:</b>	
Head Coach .....	10%	Coach .....	8%
Assistant		<b>Boys Intramural:</b>	
Coach (2) .....	8%	Coach .....	8%
Reserve		<b>Girls Athletic</b>	
Coach (1) .....	8%	<b>Association:</b>	
<b>Basketball:</b>		Coach .....	8%
Head Coach .....	10%	<b>Cheerleader:</b>	
Assistant		Varsity Coach ....	8%
Coach (1) .....	9%	Reserve Coach ..	6%
<b>Wrestling:</b>		<b>Swim Club:</b>	
Coach .....	10%	Head Coach .....	10%
<b>Swimming:</b>		Assistant Coach..	7%
Coach .....	10%	<b>Orchestra Director..</b>	8%
<b>Cross Country:</b>		<b>Vocal Director.....</b>	8%
Coach .....	9%	<b>Senior Class</b>	
<b>Track:</b>		Sponsor .....	8%
Head Coach .....	9%	(Divided equally	
Assistant Coach..	8%	between 2)	
<b>Baseball:</b>		<b>Debate Coach .....</b>	7%
Head Coach .....	9%	<b>Forensic Coach .....</b>	5%
Reserve Coach ..	7%	<b>Scenery Director</b>	
<b>Golf:</b>		(Plays) .....	8%
Coach .....	8%	<b>Dramatic Director..</b>	9%