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S. Redford (2)

PROPOSED AGREEMENT

Michigan Education Association  
Region 2 Metro Area Office  
2240 Middlebelt Road  
Garden City, Michigan 48135  
Telephone: 313/261-2510

BETWEEN THE

SOUTH REDFORD SCHOOL DISTRICT

AND THE

SOUTH REDFORD EDUCATION ASSOCIATION

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University  
JAN 30 1975

September 1, 1968

Prepared by the

South Redford School District

Board of Education

Professional Negotiating Committee

South Redford School District

M. E. A.  
1216 Kendall,  
East Lansing, Mich.

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

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1968, 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," affiliated with the Michigan and National Education Associations.

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, 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 confirm by contract,

THEREFORE, the Board and the Association agree as follows:

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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, but not limited to, the superintendent, assistant superintendents, administrative assistants, principals, assistant principals, and directors\* which covered employees are hereinafter referred to as "teachers," and all reference to male teachers shall include female teachers.

\* Except Continuing Education Director

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ARTICLE II

DEFINITIONS

- A. Wherever the term "teacher" is used, it is to include any member or members of the bargaining unit. Area chairmen are considered as 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 groups of teachers based on an alleged violation of one or more of the expressed provisions of this Agreement.
- D. An "aggrieved person" shall mean the person or persons making the complaint.
- E. The term "days" when used in this Agreement shall, except where otherwise indicated, mean working school days.
- F. Wherever the term "Board" is used, it shall mean the South Redford School District Board of Education, and shall include its designee upon whom the Board has conferred authority to act in its place and stead.
- G. 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.
- H. Wherever the term "principal" is used, it is to include the administrator of any work location or functional division or group.
- I. Wherever the term "this Agreement" is used, it shall mean the Agreement itself, together with all Appendices incorporated therein by reference.
- J. 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.
- K. 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, (excluding the director of continuing education).
- L. 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.
- M. Wherever the term "school year" is used, it shall include the period beginning with the first teacher working day or school in the fall to the last teacher working day of school in June.

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.

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 administration and management of the school system and its properties and facilities, and the professional responsibilities 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, and the selection of textbooks and other teaching materials.

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, together with the written consent of the individual teacher concerned, to release to said Association such information, including screening committee reports, as may be necessary for the Association to efficiently process any grievance in the grievance procedure with the exception of personal references normally sought at the time of employment.

C. 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.

Rights of the Association - continued

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.

D. Time 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.
2. Released time for the President of the S.R.E.A. for Association activities may be provided upon review of the Superintendent of Schools. In the event such released time is authorized the Association shall reimburse the District for that portion of time a substitute serves.

E. 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.

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.
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. 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.
8. The obligation 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 deductions is by error in excess of the proper deduction, and agrees to hold the Board harmless from all claims of excessive dues deductions.

**Rights of Teachers - continued**

The board agrees to deduct from the salaries of teachers dues for the

**C. Pay Procedures**

1. Where school mailboxes are provided employee paychecks will be placed in said mailboxes by lunch hour on alternate Fridays, beginning with the third Friday after Labor Day.
2. Regular dues for any or all of the above stated organizations shall be deducted from the salaries of teachers. Contractual salaries will be divided by  $20\frac{1}{2}$  to determine the gross bi-weekly amount, except for those teachers who request a division by 26, on appropriate forms furnished by the Accounting Department. These amounts will be paid to the employee, less deductions required by law, and less other deductions authorized by the employee on the appropriate forms, for Association dues, any additional health or life insurance premiums, Credit Union (bi-monthly), and tax-deferred annuities.
3. Any balance in the contractual salary commitment to a teacher on the  $20\frac{1}{2}$  pay plan shall be paid on the last Friday of the school year.
4. Should a regular pay date fall during a period when school is not in session, teachers will receive, whenever possible, the pay due on that date on the last day prior to recess.

**D. Complaints Concerning Teachers**

1. Whenever a complaint concerning a teacher is to be placed in the teacher's personnel file, the teacher shall review the entry and may attach a written statement before it is placed in such file.

ARTICLE VII

PROGRAM CONTINUITY

The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, and without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any strike action against the Board by any teacher or group of teachers. Accordingly, the Board agrees that it will not, under the terms of this Agreement, directly or indirectly engage in or assist in any unfair labor practice, or take any unilateral action to modify the terms of this Agreement.

ARTICLE VIII

CONTINUING CONTRACT REVIEW

A. The Board and the Association mutually agree that the terms and conditions set forth in this agreement represent the full and the complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in an amendment here to.

B. An Implementation Committee shall be formed for the purpose of reviewing the working effectiveness of the contract and to attempt to resolve problems that might arise in its implementation.

1. The implementation committee shall be composed of not more than 5 administrators appointed by the Superintendent, and not more than 5 appointed by the association.

2. The implementation committee will meet as a minimum on the last schoolday Tuesday of each month. These meetings are not intended to bypass the grievance procedure.

3. All meetings between the parties will regularly be scheduled to take place as promptly as possible, at times when the teachers involved are free from assigned instructional responsibilities (unless otherwise mutually agreed).

4. Each party will submit to the other on or before the Tuesday prior to the meeting, an agenda covering what they wish to discuss.

5. Only those items mutually agreed to at the opening of each meeting shall be discussed.

6. Refusal to discuss an item, shall not constitute an unfair labor practice or be the basis for a grievance.

7. Salary items shall not be considered under the terms of this article.

8. Items considered under this article shall not be subject to the mediation or fact finding procedures of Public Act 379.

C. Should the efforts of the Implementation Committee result in a mutually acceptable amendment to the agreement then the amendment shall be subject to ratification by the Board and the Association.

## ARTICLE IX

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A grievance shall mean a complaint by a teacher or a group of teachers based on an alleged violation of one or more of the expressed provisions of this Agreement.
2. A grievant shall mean the person or persons making the complaint.
3. The term "days" when used in this article, shall, except where otherwise indicated, mean working school days.
4. The Professional Rights and Responsibilities Committee (P.R. & R.) shall mean a committee of members within the bargaining unit selected by the S.R.E.A. to facilitate teacher representation at appropriate levels of the grievance procedure.

#### 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 this procedure, any grievant may be represented at all meetings and all hearings at all levels of this procedure by the Association Representative; and 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. The grievant shall be allowed to be present at all levels of the grievance procedure.
4. 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 has been terminated.

Grievance Procedure - continued

5. The failure of an administrator at any level of this procedure to communicate his decision to the grievant within the specified time limits shall permit the grievant and/or the Professional Rights and Responsibilities Committee (P.R. & R.) with the teacher's written authorization to proceed to the next level.
6. 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 grievant, 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 and arbitration, will be released from regular duties without loss of salary.
7. 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.
8. 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.
9. In the event a grievance is filed on or after May 15, the time limits set forth herein may be reduced by mutual agreement 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.
10. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
11. The form to be used in submitting a grievance appears at the end of this article.
12. 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

Grievance Procedure continued

3. The failure of an administrator at any level to follow the procedure of
- b. The placing by the Board of a non-tenure teacher on a third year of probation; or
  - cc 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).

13. In the event, that in the informal discussion between the grievant and the building principal or his immediate supervisor, it is mutually agreed that the grievance would be better advanced to a more appropriate level, it will be so stated in writing and the grievant, if he wishes to be represented by the Association will present his grievance in writing to the P.R. & R. Committee within ten (10) days, and the grievance will be considered to commence at that level. Should the grievant not desire processing of the grievance by the Association, he may within ten (10) days take his grievance to Level Two and a written copy of that grievance will be forwarded to the Association.

C. Procedure

Preface - Prior to invoking this procedure, a teacher with an alleged grievance shall first present the matter to his principal with the objective of resolving the matter formally.

1. LEVEL ONE - In the event that the grievance is not satisfactorily resolved at the informal meeting with the principal, the aggrieved person may give formal notice in writing to his principal. Such notice shall be filed not later than ten (10) days after the event or occurrence which is the basis for the grievance. Such written notice shall specify the facts giving rise to the grievance and the article and section of the Master Agreement allegedly violated. 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 and furnish copies to the aggrieved person, the aggrieved person's Association Representative, the Association and the Superintendent of Schools.
2. LEVEL TWO - If the aggrieved person wishes to appeal the decision of his principal, he shall file the grievance in writing with the Superintendent of Schools and the Association within ten (10) days following receipt of the principal's written decision required under Level One. Upon receipt of the grievance, the Superintendent of Schools shall designate a committee not to exceed four (4) persons to represent the Board of Education in meeting with four (4) members of the Association's P.R. & R. Committee and the grievant to attempt to resolve the grievance. Such Committee representing

Grievance Procedure - continued

the Board of Education may include the Superintendent of Schools. Within ten (10) days after receipt of the written grievance, the Superintendent of Schools or his designated committee shall meet with the aggrieved person and the P.R. & R. Committee to consider the grievance. At such a meeting, the aggrieved person shall indicate whether or not the P.R. & R. Committee shall speak in his behalf. Within five (5) days of said meeting, the Superintendent of Schools or his designated committee shall prepare a written report including any agreement reached, or in the matter in not resolved, an answer to the grievance, copies of which shall be given to the aggrieved person, the P.R. & R. Committee, and the aggrieved person's principal.

3. LEVEL THREE - In the event the grievance is not satisfactorily resolved at Level Two, the grievant, or the Association with the grievant's written authorization, may within ten (10) days following disposition at Level Two 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 grievant may be represented in subsequent meetings or required hearings by such persons, in reasonable numbers, as they may each determine. In the event the Board and the Association mutually agree, this Level Three may be eliminated and the grievance may be advanced to Level Four.
4. LEVEL FOUR - If either the Board or the Association is not satisfied with the disposition of the grievance at Level Three, then the grievance may be submitted to final and binding arbitration under the rules of the American Arbitration Association which shall act as administrator of the proceedings. If neither party files a demand for arbitration within ten (10) days of the date of receipt of the decision rendered by the Board at Level Three, then the grievance shall be withdrawn. Neither the Board nor the Association will be permitted to assert any grounds or evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the agreement, and shall be restricted in his judgement to the expressed provisions thereof. However, it is mutually agreed that the arbitrator is empowered to include in his award such financial reimbursements as he judges to be proper. Each party shall bear the full costs for its side of the arbitration, and will pay one-half ( $\frac{1}{2}$ ) of the costs for the arbitrator.

**SOUTH REDFORD SCHOOL DISTRICT**

the Board of Education may include the Board of Schools. Within ten (10) days of the receipt of the report of the Superintendent, of Schools or his designated representative, with the aggrieved person and one representative of the grievant. At such a meeting, the aggrieved person shall

represent of Schools. In the event of a grievance, the aggrieved person shall meet to confer with the aggrieved person shall

**Grievance No.** \_\_\_\_\_  
\_\_\_\_\_ which five (5) days of said report of Schools or his designated representative, including any agreement reached or resolved, or answer to the grievance, shall be given to the aggrieved person, and the aggrieved person's principal.

**Distribution of Form**

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

**SUBMIT TO PRINCIPAL IN DUPLICATE**

**Building**                      **Assignment**                      **Name of Grievant**                      **Date Filed**

**LEVEL II**

A. Date Cause of Grievance Occurred \_\_\_\_\_ -

B. Article and Section of Master Agreement Allegedly Violated \_\_\_\_\_

1. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

ARTICLE X

TEACHING RESPONSIBILITIES

- A. The teacher's work day is set forth as follows:
1. A senior high school teacher's work day shall consist of a maximum of 7½ hours of formal responsibility. Within said hours, senior high teachers shall be responsible for and entitled to the following:
    - a. A maximum of 5 assigned formal teaching periods. Said periods shall be no more than 55 minute durations.
    - b. A minimum 55 minute designated preparation period.
    - c. A duty free lunch period, or periods, equivalent in total time to one class period.
  2. A junior high school teacher's work day shall consist of a maximum of 7½ hours of formal responsibility. Within said hours, a junior high teacher shall be responsible for and entitled to the following:
    - a. A maximum of 5 assigned formal teaching periods and 1 non-academic assignment or period. Said periods shall be no more than 45 minute durations.
    - b. A minimum 45 minute designated preparation period.
    - c. A duty free lunch period, or periods, equivalent in total time to one class period.
  3. An elementary school teacher's work day shall consist of a maximum of 7½ hours of formal responsibility. Within said hours, an elementary teacher shall be responsible for and entitled to the following:
    - a. A maximum of 5½ hours of instructional time in front of students.
    - b. A minimum 30 minute designated preparation period.
    - c. A minimum 45 minute duty free uninterrupted lunch period.
  4. All senior and junior high school teachers shall be required to report for work 15 minutes prior to the beginning of the students' school day.
  5. All elementary school teachers shall be required to report for work 30 minutes prior to the beginning of the students' school day.

Responsibilities - continued

6. The Board and the Association agree that that portion of the teachers hours of formal responsibility prior to the opening of, during and after the closing of the students' school day, shall be utilized by the teachers in a professional manner. It is further agreed that some supervisory responsibilities are also necessary during this time, and such responsibilities will be shared among teachers in a building on an equitable basis.
7. All teachers shall be required to attend staff meetings when called by the building administrator. Such meetings are to be no more than 60 minutes beyond the close of the teachers' work day and not more frequently than once a week.
8. All teachers shall indicate their presence in the school building by signing in and out on a form made available in the school office.
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.

B. Teaching Qualifications and Program Assignments

1. The Board will continue to strive to maintain a fully certified teaching staff.
2. The Board and the Association agree that all teachers will be assigned, whenever possible, to teach within the area for which they were hired. No teacher shall be required to teach outside the scope of their certification.
3. Teachers will be notified by their building principal of their tentative programs for the coming year prior to the close of the current school year. In the event that changes in the teacher's tentative schedule are necessary after the close of the current school year, the teacher will be so notified, as soon as possible.
4. 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 regarding, among other things, balancing of teaching responsibilities and class assignments.
5. The Association agrees that, subject to the foregoing provisions, the Board has the authority and responsibility of final determination in respect to the scheduling of teacher assignments within the school day and that teaching periods shall be those assigned by the building principal.

ARTICLE XI

PROFESSIONAL COMPENSATION

- A. The salary schedules of teachers covered by this Agreement, and conditions governing such schedules, are set forth in Appendices "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 \_\_\_\_\_, "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 \_\_\_\_\_, "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 shall include summer employment and courses taught after the teacher's daily hours of formal responsibility, but excluding all courses taught in conjunction with the Continuing Education Program. 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 \_\_\_\_\_, "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 XII

CLASS SIZE

A. The Board will continue to strive to meet its goal of 25 to 30 students per elementary and secondary academic class, with the exception of certain large group instructional classes, performing music, and study halls. The Board will also strive to meet its goal of 35 to 45 students per physical education and swimming classes. The Board will also continue to strive to limit the size of Special Education classes to that number of participants for which supplemental state support monies are provided. Classes having a fixed number of learning stations shall be limited to a number of students not to exceed the number of stations. Said fixed number of stations will be determined by the administration after discussion between the administrator and the teacher involved.

B. In the event that it becomes necessary to exceed the above stated goals, the excess students will be equitably distributed by the administrator among the teachers in that building and at that grade level, after due consideration and consultation with the teacher involved.

ARTICLE XIII

ADMINISTRATIVE VACANCIES

A. Notices of vacancies in administrative positions shall be posted in an appropriately designated place in each school building and in selected universities and colleges for not less than ten (10) teaching 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' summer addresses of record fourteen (14) days prior to the closing date for filing applications.) Notices of such vacancies shall include the 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 make a recommendation to the Board of Education.

B. All qualified applicants shall be given equal 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.

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

D. 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

CURRICULUM DEVELOPMENT

A. It is mutually agreed in principle that curriculum improvement is a continuous process that requires the co-operative efforts of teachers and administrators.

B. In recognition of this principle, a curriculum council, composed of teachers and administrators, shall meet on a regular schedule to work on the improvement of the instructional program.

C. The results of this committee's work will be regularly reported in writing to the district personnel.

D. All recommendations of the committee will be reviewed by the administration for possible implementation.

ARTICLE XV

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 XVI

TEACHING FACILITIES

A. Insofar 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 teacher's lounge.

3. Separate teacher's rest rooms for men and women teachers.

4. A pay telephone in an appropriately quiet location.

5. Workroom space for teachers in the Secondary Schools.

B. Teachers will not be expected to wash boards, empty wastebaskets, or perform other similar maintenance duties, but will be expected to maintain a standard of general good housekeeping procedures.

C. The administration agrees to review with teachers the clerical services available to teachers and give due consideration to recommendations from the teaching staff regarding these services.

D. The Board agrees to review existing Audio-Visual equipment inventories and to consider possible additional purchases of this type equipment to insure distribution of same based on demonstrated needs of individual schools.

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

ARTICLE XVII

RELIEF FROM NON-TEACHING DUTIES

- A. The Board and the Association agree 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; and further agrees to provide adequate clerical and maintenance services.
  
- 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 XVIII

EVALUATION OF TEACHERS

A. The professional responsibilities of all teachers shall be evaluated at least annually in writing by members of the administrative staff on such forms as may be prescribed by the Superintendent. Such written evaluation shall be reviewed with the teacher before it is placed in the teachers personnel file and the teacher shall have the opportunity to attach a written statement to said form and to sign said form. A duplicate copy of the completed and signed evaluation will be provided the teacher.

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

C. The Board agrees to a continuing review of evaluation procedures. A committee of administrators appointed by the Superintendent shall meet annually with a committee of teachers appointed by the Association to review existing evaluation instruments and to make recommendations for any proposed revisions to these to the Superintendent no later than March 15th each year. Failure to effect said committee's recommendations shall not constitute the basis for a grievance.

ARTICLE XIX

NON-TENURE TEACHERS

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 XX

PROTECTION OF TEACHERS

A. The Board shall reimburse a teacher, in an amount not to exceed \$100.00, for loss, damage, or destruction, while on duty in the school, of his personal property of a kind normally worn or brought into the school building, when the same has not been caused by the negligence of the teacher. This obligation shall not encompass wear, tear, or gradual deterioration of property or loss of money.

Any established acts of vandalism to motor vehicles of a teacher while on duty at school, or an authorized school function, shall be investigated by the Superintendent of Schools for possible reimbursement. Such possible reimbursement shall not exceed \$100.00.

These above stated obligations shall extend only to that portion of any such losses not covered by insurance of said teacher.

ARTICLE XXI

STUDENT DISCIPLINE

A. Since the teacher's authority and effectiveness in his classroom are enhanced when students discover that there is sufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

B. Discipline policies and procedures shall be reviewed at least annually by the staff and the administration in each school building.

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. A staff member who elects to alleviate an emergency situation by teaching an additional class, as such class relates to an unfilled teaching position, thereby requiring the teacher to exceed the teaching load as defined in Article \_\_\_\_\_ of this agreement, said teacher shall do so on a day to day basis and such vacancy will be filled by the Board as soon as possible. Notice of all such vacancies shall be posted as they occur.

ARTICLE XXIII

INCLEMENT WEATHER

Every attempt will be made to make available to teachers announcements of school closing due to inclement weather through the use of public media no later than 7 a.m.

ARTICLE XXIV

STUDENT TEACHERS

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

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 a brochure detailing procedures for all special education programs shall be made available to all teachers as soon as possible. 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. A child officially diagnosed and identified by an outside agency as emotionally disturbed will not be placed in a regular classroom situation without prior consultation and consent of the classroom teacher.

D. The Board further recognized that the teacher may not fairly be expected to assume the ongoing responsibility for psycho-therapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take appropriate steps to assist the teacher with respect to such pupil.

E. The teacher should feel free to consult with their immediate administrator about these children without fear of recrimination or reflection on their teaching ability.

ARTICLE XXVI

ABSENCES

A. Sick Time

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 due to illness. Each such absence shall be reported to the district office prior to 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.

Absences - continued

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 Time

1. Personal leave days may be provided for legitimate personal business that cannot be accommodated outside the regular school day. Unauthorized personal time of a casual or indiscriminate nature is subject to administrative action. 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 Time 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.

**ARTICLE XXVII**

**LEAVES OF ABSENCE**

**A. 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.

## B. 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).

## Sabbatical Leave - continued

### 2. Eligibility and Qualifications

B. SABBATICAL LEAVE Any teacher employed by the South Redford School District who meets the qualifications shall be eligible to apply for

1. Authorized 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.

## Sabbatical Leave - continued

### 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.

Sabbatical Leave - continued

- (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 ( $\frac{1}{2}$ ) 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.

Sabbatical Leave - continued

- (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.

An Alternate plan to the above stated Sabbatical Leave policy will be discussed and considered under the Article \_\_\_\_\_ "Continuing Contract Review".

**C. MILITARY LEAVE**

1. 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.

**D. PEACE CORPS LEAVE**

1. 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.

**E. MATERNITY LEAVE**

1. 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.

**F. STUDY LEAVE**

1. A leave of absence, without salary, for study may be granted a tenure 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.

**G. OTHER LEAVES**

1. 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 XXVIII

GROUP INSURANCE PROTECTION

- A. The Board agrees to provide a group insurance program that includes life insurance for its teachers and hospital, medical, surgical and major ~~medical for its teachers~~ and their dependents, such program to meet at least as minimum standards the coverage provided during the 1967-68 school year.
- B. In the event of written authorization by teachers for benefits in excess of the program authorized by the Board, or in the event of written authorization by teachers for additional 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.

The Association agrees that the Board retains the right of final determination with respect to the selection of a group insurance carrier.

ARTICLE XXIX

TEACHER RESIGNATIONS

The Board and the Association agree that teacher resignations submitted during the school year or in late summer may jeopardize the educational program because of the problem of obtaining suitable replacements. Therefore, in accordance with the tenure law, teachers may terminate their services with the Board only by mutual consent unless written notice is received by the Board at least sixty days prior to September 1st of any given school year.

ARTICLE XXX

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 consideration. Travel, meals, lodging and registration shall be deemed appropriate expenses by the Board, as well as the cost of the substitute teacher needed to relieve the participant. In the event that the expense of attending a conference so authorized by the administration places such a burden on the established conference budget as to be prohibitive, the teacher and the Board may mutually agree to share the burden of such expenses.

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

ARTICLE XXXI

CREDIT FOR PREVIOUS EXPERIENCE

Credit will be allowed on the teachers' salary schedule for full years, or portions herein defined, of previous contractual teaching experience. For the purpose of this article, a full year of previous contractual teaching experience shall mean a minimum of 75% of the appropriate district's contractual year. A one-half year of previous contractual teaching experience shall mean a minimum of 50% of a full year of previous contractual teaching experience as herein defined. 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 XXXII

COMPULSORY RETIREMENT

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 XXXIII

REDUCTION OF STAFF

In the event that it becomes necessary to reduce the number of teachers employed in the School District, primary consideration will be given to seniority, provided however those teachers with greatest seniority are fully certificated and whose services are required in their area of competencies.

ARTICLE XXXIV

REQUIRED HEALTH AND TUBERCULOSIS EXAMINATION

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

B. All teachers shall be required to file with the Board a certification of freedom from tuberculosis within ten (10) working days after the first day of regular school session of each year.

ARTICLE XXXV

ARTICLE

SCHOOL CALENDAR

REQUIRED HEALTH AND SAFETY TRAINING

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.

Recommendations received from said committee relative to the contents of the proposed calendar will be received and considered by the Superintendent prior to adoption by the Board of Education of an official school calendar.

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 fall on a Sunday, the following day shall be observed as the holiday. All schools to remain closed on the Friday following Thanksgiving.

C. A copy of the approved school calendar for the 68-69 school year will be affixed to this agreement as Appendix \_\_\_\_\_.

ARTICLE XXXVI

SECTION 1

**PROVISIONS CONTRARY TO LAW**

A committee, appointed by the Superintendent shall meet and (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.

Recommendations received from the committee relative to contents of the proposed contract shall be reviewed and approved by the Superintendent prior to submission to the Board of Education of the district, school, or school.

The Board and the Superintendent shall be notified of any provisions provided for in the contract as follows:

The beginning and ending dates of the contract shall be stated in the contract. The beginning and ending dates shall not be later than the 31st day of August and the 31st day of May, respectively. The contract shall be in full force and effect from the first day of September until the last day of the school year. The contract shall be in full force and effect from the first day of September until the last day of the school year. The contract shall be in full force and effect from the first day of September until the last day of the school year.

The agreement shall be in full force and effect from the first day of September until the last day of the school year. The contract shall be in full force and effect from the first day of September until the last day of the school year. The contract shall be in full force and effect from the first day of September until the last day of the school year. The contract shall be in full force and effect from the first day of September until the last day of the school year. The contract shall be in full force and effect from the first day of September until the last day of the school year.

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ARTICLE XXXVII

DURATION OF AGREEMENT

- A. This Agreement, all of its provisions, and appendices, shall become effective September 2, 1968. 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 August 31, 1970, and thereafter for successive one (1) year periods, unless notice of termination is given in writing by either party to the other not later than by January 1, 1970, or successive anniversaries of such date; and upon the giving of such notice, this Agreement shall terminate as of August 31, 1970, or a successive anniversary of such date, as the case may be.
- C. It is agreed, however, that either the Association or the Board may, by written notice to the other, request amendments to any or all of the provisions contained in Appendix A, Appendix B, the Group Insurance Article, and the Professional Compensation Article; such notice to be given not later than January 1st each year; and upon the giving of such notice, the provisions of the four (4) aforementioned items shall be subject to negotiation of amendments thereto for the school year beginning the following Labor Day. In the event agreement is not reached on these items (Appendix A, Appendix B, Group Insurance, and Professional Compensation) then the balance of the Agreement will not be in effect until such time as an Agreement on these economic items is ratified by both parties.
- D. Excepting as provided in the last paragraph above, 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 excepting as provided in Article VIII "Continuing Contract Review: as contained in this Agreement.
- E. During the period between the date of execution of this Agreement and the effective date of its provisions and appendices, the existing



*Don't Redford*

APPENDIX A

September

TEACHERS' SALARY SCHEDULE

1968-69

*ok*

B.A. DEGREE			M.A. DEGREE		
Step	Index	Salary	Step	Index	Salary
1	1.0000	\$6,900 ✓	1	1.0695	\$7,380
2	1.0600	7,314 ✓	2	1.1391	7,860
3	1.1217	7,740 ✓	3	1.2086	8,339
4	1.1826	8,160 ✓	4	1.2782	8,820
5	1.2434	8,579 ✓	5	1.3478	9,300
6	1.3174	9,090 ✓	6	1.4434	9,959
7	1.3913	9,600 ✓	7	1.5391	10,620
8	1.4652	10,110 ✓	8	1.6347	11,279
9	1.5391	10,620 ✓	9	1.7304	11,940
10	1.6130	11,130 ✓	10	1.8400	12,696

Beginning 16th year for M.A. Degree + \$300  
Beginning 16th year for B.A. Degree + \$200

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

Authorized Committee work shall be compensated at the rate of \$6.90 per hour.

APPENDIX B

COMPENSATION - EXTRA-CURRICULAR  
COACHING AND DIRECTING

- A. The compensation for teachers appointed to extra-curricular coaching/directing positions, as 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 teachers 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, directors, and area chairmen shall be compensated consistent with their accepted experience credit.
  
- B. All appointments to coaching/directing and area chairmen 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 Board will determine annually what extra-curricular and area chairmen activities will be provided in the school program.
  
- D. The established percents for coaching/directing and area chairmen assignments are as follows:

JUNIOR HIGH SCHOOL

Football:

Head Coach . . . . . 6%

Assistant Coach (3). 6%

Basketball:

Head Coach . . . . . 6%

Assistant Coach (1). 5%

Wrestling:

Coach . . . . . 6%

Baseball:

Coach . . . . . 5%

Track:

Coach . . . . . 5%

Assistant Coach. 5%

**Boys Intramural:**

Coach . . . . . 6%

**Girls Intramural:**

Coach . . . . . 6%

**Swimming:**

Coach . . . . . 6%

**Cheerleading:**

Coach . . . . . 5%

Band Director . . . . . 6%

Orchestra Director . . . . . 6%

Vocal Director . . . . . 6%

Student Council Advisor. 6%

Newspaper Advisor . . . . . 5%

Area Chairman . . . . . 10%

SENIOR HIGH SCHOOL

**Football:**

Head Coach . . . . . 10%

Assistant Coach  
(2). . . . . 8%

Reserve Coach  
(2). . . . . 8%

**Basketball:**

Head Coach . . . . . 10%

Assistant Coach . . . . . 9%

**Wrestling:**

Head Coach . . . . . 10%

Assistant Coach . . . . . 8%

**Swimming:**

Coach . . . . . 10%

**Cross Country:**

Coach . . . . . 9%

**Track:**

Head Coach . . . . . 9%

Assistant Coach . . . . . 8%

**Baseball:**

Head Coach . . . . . 9%

Reserve Coach . . . . . 7%

Scenery Manager (Plays). 8%

**Golf:**

Coach . . . . . 8%

**Skiing:**

Coach . . . . . 8%

**Tennis: . . . . .**

Coach . . . . . 8%

**Boys Intramural:**

Coach . . . . . 8%

**Girls Athletic Association:**

Coach . . . . . 8%

**Cheerleader:**

Varsity Coach . . . . . 8%

Reserve Coach . . . . . 6%

**Swim Club:**

Head Coach. . . . . 10%

Assistant Coach . . . . . 7%

Orchestra Director . . . . 8%

Vocal Director . . . . . 8%

Senior Class Sponsor  
(Divided equally  
between 2) . . . . . 8%

Debate Coach . . . . . 7%

Forensic Coach . . . . 5%

Dramatics Coach . . . 9%

Area Chairman . . . . 10%

APPENDIX C

SOUTH REDFORD SCHOOL DISTRICT

APPROVED CALENDAR FOR THE 1968-69 SCHOOL YEAR

(Approved by the Board of Education July 22, 1968)

September 2	Labor Day (Legal Holiday)
September 3	Orientation and Preparation day for teachers - Teachers report to assigned buildings
September 4	Registration - Instruction begins
September 4 - October 23	School in Session
October 7, 8	Parent-Teacher Conferences - Jr. High Schools (P.M. dismissal only)
October 23	1st Report Card Marking - Sr. High School
October 24, 25	M.E.A. Regional Conference (State Institute Days)
October 28 - November 27	School in Session
November 10 - 16	American Education Week
November 11	1st Report Card Marking - Elementary Schools
November 11 - 15	Parent-Teacher Conferences - Elementary Schools
November 15	1st Report Card Marking - Jr. High Schools
November 28, 29	Thanksgiving Recess
December 2 - 20	School in Session
December 4	2nd Report Card Marking - Sr. High School
December 4, 5	Parent-Teacher Conferences - Sr. High School (P.M. dismissal only)
December 9, 10	Parent-Teacher Conferences - Jr. High Schools (P.M. dismissal only)
December 9	Kindergarten Report Cards
December 21-- January 1	Christmas Recess
January 2 - January 23	School in Session
January 24	Record Day - End of 1st Semester 2nd Report Card - Elementary & Jr. High Schools 3rd Report Card - Sr. High School

1968 - 69 Adopted School Calendar (continued)

	SCHOOL DISTRICT
January 27 - April 3	School in Session
February 7	In-Service Workshop Day
February 25, 26	Parent-Teacher Conferences - Jr. High Schools (P.M. dismissal only)
March 12	4th Report Card Marking - Sr. High School
March 12, 13	Parent-Teacher Conferences - Sr. High School (P.M. dismissal only)
March 17	Kindergarten Report Cards
April 3	3rd Report Cards - Elementary & Jr. High Schools
April 4 - 11	Easter Recess
April 14 - May 29	School in Session
April 14 - 18	Parent-Teacher Conferences - Elementary Schools
April 30	5th Report Cards - Sr. High School
May 30	Memorial Day (Legal Holiday)
June 2 - 11	School in Session
June 4	Jr. High School Orientation for 6th Graders
June 8	High School Baccalaureate
June 11	Last Day of Classes
June 12	High School Commencement Record Day
June 13	Final Report Cards mailed to <u>all</u> students

**INSTRUCTION DAYS**

	<u>Days in Month</u>	<u>Instruction days</u>	<u>Other</u>
September	21	19	1 - Labor Day ** 1 - Orientation and Preparation Day *
October	23	21	2 - MEA *
November	21	19	2 - Thanksgiving **
December	22	15	7 - Christmas Recess **
January	23	21	1 - New Year's Day ** 1 - Record Day *
February	20	19	1 - In-Service Workshop Day *
March	21	21	
April	22	16	6 - Easter Recess **
May	22	21	1 - Memorial Day **
June	10	8	1 - Record Day * 1 - Closing Day *
	<u>205</u>	<u>180</u>	
	- 5 Christmas Vacation teachers not paid for this time		
	<u>200</u>		

This calendar fulfills provisions for the State School Code as amended to provide 180 days of Student Instruction.

("A day of Student Instruction shall be a day when teachers and pupils are scheduled to be present and instruction is provided, with at least 60% of the total pupil membership of a school district in session.")

The above calendar accounts for 205 days.

\* Days teachers worked (non-instruction) 7

\*\* Legal and school holidays 18