

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

**2004-05**

**2005-06**

**2006-07**

**SOUTH REDFORD SCHOOL DISTRICT**  
**26141 Schoolcraft**  
**Redford, Michigan 48239**

An Equal Opportunity Employer

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SOUTH REDFORD SCHOOL DISTRICT  
AND THE  
SOUTH REDFORD EDUCATION ASSOCIATION

THIS AGREEMENT entered into this 25<sup>th</sup> day of October, 2004, 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, Public Employment Relations Act, Act 379 of the Michigan Public Act of 1965 (hereinafter referred to as PERA) permits an employees' organization to become the exclusive bargaining agent for the employees named in the unit appropriate for such purposes; and

WHEREAS, The Board has statutory obligation, pursuant to PERA, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and

WHEREAS, The Board and the Association following extended and deliberate collective bargaining have reached certain understandings which they desire to confirm in the Agreement,

THEREFORE, The Board and the Association have agreed 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 school nurse and 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

# **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 based on an alleged violation of one or more of the expressed provisions of this Agreement.
- D. An "aggrieved person" shall mean the person 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.

## Definitions - Continued

- 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 of school in the fall to the last teacher working day of school in June.
- N. Doctoral Candidate Certificate shall mean official university verification of completion of all academic requirements for Doctoral Degree with the exception of the "dissertation." Equivalent to Specialist Degree for purposes of implementation of Appendix "A."

Seniority shall be defined as total years of uninterrupted service, teaching or administrative, to the South Redford School District. Military, Peace Corps, VISTA or sabbatical leaves of absence when authorized by the Board shall not be considered to be an interruption of years of service, and shall be counted toward seniority. Authorized professional growth or parental leaves of absence shall accumulate seniority but shall not accumulate incremental or longevity credit during the period of the leave of absence up to two years. All other extended leaves of absence as authorized by the Board shall not count as years of service. All seniority is lost when there is both a severance of employment and an interruption of service, provided, however, seniority is retained if a severance of employment and an interruption in service is due to layoff. In such cases, employees so affected shall retain all seniority that has been accrued as of the effective date of layoff.

### **ARTICLE III**

#### FAIR EMPLOYMENT PRACTICES

- A. Every teacher as herein defined shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted legal activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the laws of the State of Michigan and the United States; nor will it discriminate against any teacher with respect to wages, hours, or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, or the institution of any grievance or complaint under this Agreement, or otherwise with respect to any terms or conditions of employment.
- B. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status.
- C. 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 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.

### B. Access to Other Information

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.
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.

## Rights of the Association - Continued

3. The Board agrees that a phone shall be installed and maintained by the Association at the assigned work station of the Association President.
4. 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. The Association shall be granted fifty (50) leave days per year for each school year covered by this Agreement to participate in business activities of the South Redford Education Association. Such leave days shall be purchased by the Association at the minimum substitute rate and the Association shall reimburse the Board within ten (10) days of each leave. A teacher within the Association shall be eligible to utilize such leave provided he/she submits written notice to the Superintendent's office twenty-four (24) hours in advance of the leave, which notice to be valid, shall bear the signature of the Association President. The Association President shall not authorize more than six (6) leave days for any one teacher and shall limit leave authorizations to not more than six (6) teachers on any given day. Further, the Association President shall not use more than fifteen (15) days in any school year for Association activities.
2. The Association President shall be granted 1/5 release time for the purpose of fulfilling responsibilities to the Association and to the District. Said released time shall be without loss of compensation and at no cost to the Association.
  - a. If the Association President is a secondary teacher, the President will be granted one period (1/5) of released time per day.
  - b. If the Association President is other than a secondary teacher, the released time will be provided on the basis of one day per week or any variations of his/her regular daily schedule mutually satisfactory to the parties.

## Rights of the Association - Continued

### 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 (5) teachers representing the Association.

### F. Agency Shop

1. All teachers, as a condition of employment, shall either:
  - a. Join the Association (including the National Education Association and the Michigan Education Association) and pay their dues and assessments, or execute an Assignment of Wages Form in accordance with paragraph 5 of this Section F; or
  - b. Cause to be paid to the Association a representation fee equivalent to the dues and assessments levied by said Association on their membership.
2. In the event that a teacher's dues or representation fee shall remain unpaid for a period of sixty (60) days following commencement of employment of the teacher, or the ratification of this Agreement by the parties, whichever is later, the Board agrees that in order to effectuate the purpose of this Agreement, the services of such teacher shall be terminated at the end of the school year in which employment commenced. For the proper administration of this provision, the Association shall provide the Board with the names of those teachers who have joined the Association or contributed a representation fee by means other than through a payroll deduction plan and the Association shall notify the Board in writing of any teacher failing to comply with this provision. The refusal of said teacher to contribute such dues or fees shall be recognized by the parties as reasonable and just cause for termination of employment. Teachers while on leave, other than sabbatical, shall not be subject to the terms of this provision. Teachers on layoff shall not be subject to the terms of this provision.
3. No employee shall be terminated under this Section F unless:

Rights of the Association - Continued

- a. The Association first has notified the teacher by letter that he has not complied with the provisions of this Section F, and warning said teacher that unless such compliance is effected within thirty (30) days, said teacher will be reported to the Board for termination as provided in this Section F, and
- b. The Association has furnished the Board with a copy of the letter sent to the teacher serving notice that said teacher has not complied with the provisions of this Section F. When requesting the Board to terminate such teacher, the Association shall further specify the following by written notice to the Board:

Date \_\_\_\_\_

"The Association certifies that \_\_\_\_\_ has failed to comply with the provisions of Article V, Section F, required as a condition of employment under the Master Agreement and requests that the Board terminate this employee at the close of the current school year."

4. The Board agrees that, within ten (10) days of the receipt of the notice provided in the last preceding paragraph, it shall notify the employee that his services shall be terminated at the end of the current school year. The Board further agrees that after it has received the said notice from the Association it will not accept a check-off authorization from such employee without the consent of the Association.
5. Teachers may, by the close of the initial pay period, or within ten (10) days of their commencement of employment, whichever is later, sign and deliver to the Board an Assignment of Wages Form as appears in Appendix C, attached hereto and incorporated in this Agreement, which form authorizes deduction of membership dues and assessments of the Association, (including the National Education Association and the Michigan Education Association), or deduction of a representative fee equal to the dues and assessments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the Board and the Association signed by the teacher and received between June 1, and September 1, preceding the designated school year for which revocation is to take effect.

Rights of the Association - Continued

6. The deductions authorized above shall be made in equal amounts ending with the last pay period in May. The Board agrees to remit to the Association all such monies deducted, within ten days of each deduction, accompanied by a list of teachers from whom the deductions have been made. The Board shall notify the Association if any changes in said list due to teachers entering the program or leaving the system. The Association agrees to reimburse any teacher from whose pay dues and assessments or representation fees were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association actually received the excessive amount.
7. The Association shall, on or before September 1 of each year, give written notice to the School District Business Office of the dollar amount of dues and assessments of the Association including the National Education Association and the Michigan Education Association, which dues and assessments are to be deducted in the coming school year under all current payroll deduction authorizations. The total for these deductions shall not be subject to change during the school year.
8. The Association shall indemnify and hold the Board harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this Section F. If any suit or proceedings of any kind be brought against the Board before any tribunal contesting a discharge under the provisions of this Section F, the Association agrees to reimburse the Board, promptly upon written demand, for all reasonable fees and expenses incurred by the Board in defending itself in such suit or proceedings, and also for any and all back pay or other damages for which the Board shall be adjudged liable. The Association further agrees that if it shall fail to reimburse the Board promptly, upon written demand for the aforesaid fees, expenses and damages, the Board shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Association to the Board, until paid in full, all membership dues and representative fees collected by the Board on behalf of the Association pursuant to the provisions of this Section F.

# **ARTICLE VI**

## **RIGHTS OF THE TEACHER**

### **A. Pay Procedures**

1. Teachers shall have the option of having their contractual salaries divided by twenty-one (21) or twenty-six (26) to determine the gross biweekly amount to be paid each pay period. Those teachers electing the twenty-six (26) pay option shall receive the balance of their salary, together with the twenty-first (21) paycheck, on the final teacher work day of each school year.
2. The Board will make all deductions required by law and upon receipt of proper authorization, other deductions for Association dues or representative fees, credit union, United Fund, additional health and life insurance premiums, tax deferred annuities, and Detroit City Income Tax.
3. Paychecks will be placed in the teacher's mailbox by the lunch hour of the pay Fridays. Should a regular pay date fall during a period when school is not in session, teachers will receive the pay due on that date on the last day prior to the recess.

### **B. Complaints Concerning Teachers**

1. No material may be included in a teacher's personnel file without first notifying the teacher of the inclusion and the teacher may submit a written comment to his personnel file concerning such included material within ten (10) days of notice of inclusion.
2. No complaint or other material may form the basis of any action taken by the Board against any teacher unless said material or complaint was brought to the affected teacher's attention prior to any Board action.

### **C. Teacher Personnel File**

1. Official teacher personnel files shall be maintained in the administrative offices of the District. The personnel file of each teacher shall contain copies of all evaluation reports and recommendations.

## Rights of the Teacher - Continued

2. A teacher shall have the right, upon request, to review the contents of his/her personnel file, with the exception of pre-employment evaluations, confidential placement records and references, and reports from other than the South Redford Schools. A representative of the Association may, at said teacher's request, accompany the teacher in the review of said file.
- D. Board Support of Teachers in the Performance of Duties
1. The Board recognizes its responsibility to continue to give reasonable support and assistance to all teachers with respect to the maintenance of control and discipline in the classroom.
  2. Any case of assault upon a teacher shall be promptly reported to the Board. The Board will provide legal counsel, if necessary, to advise the teacher of his rights and obligations with respect to such assault. The Board shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities, providing the teacher signs a complaint against the person involved.
- E. No teacher will be required to administer any first aid or medication prescribed for a student.
- F. No teacher shall be required to transport any child for any reason.
- G. The Association agrees that all teachers shall observe rules respecting discipline of students as established by the Board. The Board agrees to seek the assistance and advice of the teachers in the development of rules governing the conduct and disciplining of students.

## **ARTICLE VII**

### 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 hereto.



## Continuing Contract Review - Continued

- 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 five (5) representatives of the Board appointed by the Superintendent, and not more than five (5) representatives of the Association appointed by its president, of which at least three (3) representatives shall be from the bargaining unit.
  2. The Implementation Committee will meet as a minimum on the last school day 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. Failure to reach mutual agreement on any item discussed shall not constitute an unfair labor practice or be the basis for a grievance.
  6. Salary items shall not be considered under the terms of this Article.
  7. 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 VIII**

## GRIEVANCE PROCEDURE

### A. Definitions

1. A grievance shall mean a complaint by a teacher based on an alleged violation of one or more of the expressed provisions of the Agreement.
2. An aggrieved person shall mean the person making the complaint.
3. The term "days" when used in this Article, shall, except where otherwise indicated, mean working school days.

### B. General Principles

1. The Association may file grievances involving alleged violations of the terms and conditions of this Agreement, provided said grievances are signed by the current Association president.
2. The primary purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the complaints or grievances 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.
3. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his principal.
4. Except as otherwise provided in this procedure, any aggrieved person may be re presented 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 aggrieved person shall be allowed to be present at all levels of the grievance procedure.

## Grievance Procedure - Continued

5. 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 with any representative of the Board, will be released from regular duties without loss of salary.
6. Nothing contained herein shall be construed to prevent any teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement; provided, that the Association has been given 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.
7. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
8. The form to be used in submitting a grievance appears at the end of this Article.
9. 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 reemploy by the Board of any probationary teachers;
  - or
  - b. 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).

## Grievance Procedure - Continued

### C. Time Limits

1. 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 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.
2. 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 Association with the teacher's written authorization to proceed to the next level.
3. 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.
4. 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.
5. If a teacher leaves the employ of the School District while involved in pursuing a grievance, the Association may, with the written consent of the affected teacher, continue processing the grievance through the levels provided herein.
6. Notwithstanding the expiration of this Agreement, any grievance filed prior to termination of this Agreement may continue to be processed through the levels provided herein.

## Grievance Procedure - Continued

### D. Procedure

1. LEVEL ONE - A teacher with a grievance shall first present the matter to his principal with the objective of resolving the matter informally. 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 for the grievance. The principal shall hold such a meeting within three (3) work days after the teacher's request. In the event that in the informal discussion at Level One between the grievant and the building principal, it is mutually agreed that the grievance would be better advanced to a more appropriate level, it will be so stated in writing by both parties, and the aggrieved person may then, within ten (10) days, present his grievance to the Superintendent of Schools at Level Three and the grievance will be considered to commence at that level.
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 five (5) days after the informal discussion required under Level One. Within five (5) days of the receipt of the written grievance, the aggrieved person's principal shall state his decision relative to the grievance in writing and furnish one copy to the aggrieved person and one copy to the Association.
3. LEVEL THREE - In the event that the grievance is not satisfactorily resolved at Level Two, the aggrieved person may 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 Two. 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 not more than four (4) representatives of the Association and the aggrieved person to attempt to resolve the grievance. Such committee representing the Board of Education may include the Superintendent of Schools. Within ten (10) days after receipt of the written grievance, the Superintendent of Schools and/or his designated committee shall meet with the aggrieved person and the Association to consider the grievance. Within five (5) days of said meeting, the Superintendent of Schools or his designated committee shall prepare an answer to the grievance, copies of which shall be given to the aggrieved person and the Association.

## Grievance Procedure - Continued

4. LEVEL FOUR - Any grievance which remains unsettled after having been fully processed through Level Three of the grievance procedure may, only at the option of the Association, be submitted to binding arbitration under the written demand of the Association under the American Arbitration Association. In order to be effective, such written demand must be made within fifteen (15) days after the final answer of the Superintendent's Committee at Level Three. If such a demand is not made within said fifteen (15) day period, the grievance shall be deemed settled on the basis of the last answer of the Board. The voluntary arbitration rules of the Association shall apply to the selection of the impartial arbitrator and to the arbitration proceedings. The Board and the Association agree to accept the arbitrator's award as final and binding upon all parties including the teacher(s) involved in the grievance.

In connection with the arbitration of any grievance hereunder the following rules shall apply:

- a. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, and shall be restricted in his judgment to the expressed provisions thereof. The decision of the arbitrator shall be in writing and shall cover only the issues in dispute without recommendations as to other matters.
- b. The fees and expenses of the arbitrator and the fees of the American Arbitration Association shall be shared equally by the Board and the Association.

SOUTH REDFORD SCHOOL DISTRICT

**GRIEVANCE REPORT FORM**

Grievance No. \_\_\_\_\_ Distribution of Form

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

SUBMIT IN DUPLICATE

Building \_\_\_\_\_

Assignment \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Date Filed \_\_\_\_\_

CHECK LEVEL II. \_\_\_\_\_ III. \_\_\_\_\_ IV. \_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

# **ARTICLE IX**

## TEACHING HOURS AND RESPONSIBILITIES

- A. The teacher's work day shall consist of continuous hours of formal responsibility as defined below. The hours of formal responsibility are subject to change contingent upon the establishment of a calendar consistent with time requirements as established by law:
1. A secondary (senior and middle school) teacher's work day is set forth as follows:
    - a. A maximum of five (5) assigned formal teaching periods. Such periods shall be a maximum of fifty-six (56) minute durations, and, whenever possible, no more than three (3) formal teaching periods shall be scheduled in succession.
    - b. A designated preparation period equivalent in time to one assigned formal teaching period.
    - c. A minimum twenty-five (25) minute duty free uninterrupted lunch period.
  2. An elementary teacher's work day is set forth as follows:
    - a. A maximum of five (5) hours of classroom instructional time.
    - b. Elementary teachers, on a weekly basis, shall receive five (5) forty-minute (40) designated preparation periods inclusive of "student passing time." As a minimum, elementary teachers shall have at least one (1) preparation period four (4) days per week.
    - c. A minimum forty-five (45) minute duty free uninterrupted lunch period.
    - d. Elementary special teachers will have the same hours of formal teaching responsibilities as regular classroom teachers. This may necessitate an increase in the number of sections of students taught by the special teacher.
  3. All teachers shall be required to report for work fifteen (15) minutes prior to the beginning of the students' instructional day.



## Teaching Hours and Responsibilities - Continued

4. All teachers shall be required to remain at work fifteen (15) minutes after the close of the students' instructional day.
  5. All teachers shall actively participate in student supervision during "passing time" between scheduled class periods. When additional supervisory responsibilities become necessary during the teacher's work day, such supervisory responsibilities shall be shared among teachers in a building on an equitable basis.
  6. The teacher's hours of formal responsibility shall be utilized by the teacher in a professional manner.
  7. All teachers shall be required to attend staff meetings when called by the building administrator. Teachers shall be notified of such meetings at least twenty-four (24) hours in advance. Such meetings are to be no more than sixty (60) minutes beyond the close of the teacher's work day and not more frequently than once a week.
  8. All teachers shall indicate their presence in the school building by personally 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.
  10. Teachers shall not be required to accept lunch period responsibilities, but may do so on a voluntary basis.
  11. Teachers who volunteer to participate in District-approved overnight education programs shall have the option of being compensated at the rate of seventy-five dollars (\$75) per night or one-half (1/2) work day release for each night.
- B. If the interpretation of the current school code means that the buildings are not in compliance for the total number of hours and/or days required during this contract, the continuing contract review committee will meet to decide how the hours and/or days will be provided. This will be done at no additional cost to the district and, further, there will be no loss of service to students and the community. By way of example, events such as parent conferences, capsule classroom, and orientation sessions will continue to be offered in the same manner as they currently are.

## Teaching Hours and Responsibilities - Continued

- C. Three (3) extra days for professional development for new hires in the first year of employment.
- D. The specific dates and times of parent/teacher conferences, as set forth in the calendar, may be changed if agreed to by the Superintendent or his designee in consultation with the teachers directly involved.

## **ARTICLE X**

### PROFESSIONAL COMPENSATION

- A. The salary schedules of teachers covered by this Agreement, and conditions governing such schedules, are set forth in Appendix A to this Agreement, which is attached hereto and made a part hereof.
- B. Teacher's salary schedules are based upon a term of employment beginning with the first day teachers report to work and ending not later than the third Friday of June of any given year covered by this Agreement in accordance with the calendars attached to this Agreement as Appendices E, F, and G made a part hereof. Such terms to include forty to forty-one (40-41) weeks in accordance with the calendars attached to this Agreement as Appendices E, F, and G.
- C. All adjustments to the salary schedule for additional hours or degrees will be added to payroll using the following timelines:
  - 1. Official notification to the Personnel Department of completion of hours or receipt of a degree must be submitted on or before October 15. The additional pay will be calculated from the beginning of the current fall semester. There will be no retroactive payment for credit or degrees earned in previous years.
  - 2. Official notification of hours or degrees received after October 15 but before March 1 of the current school year must be submitted to the Personnel Office on or before March 2. The additional payments will be calculated from the beginning of the second semester. There will be no retroactive payment for credit or degrees earned in previous years.
- D. A teacher shall not be required to report earlier than or to remain later than the negotiated reporting days set forth in calendars which are attached to this Agreement as Appendices E, F, and G.

## Professional Compensation - Continued

- E. A teacher's professional daily rate of pay shall be based upon and subject to the provisions of Article IX, "Teaching Hours and Responsibilities," and shall be determined by dividing his/her annual contractual salary by two hundred and two (202) days.
- F. If a teacher agrees to accept an academic teaching assignment of a regularly scheduled class period in excess of the normal teaching load as set forth in Article IX, "Teaching Hours and Responsibilities," he shall receive additional remuneration at the rate of 1/5 (20%) of his professional daily rate of pay as defined in Section E above.
- G. During the first year of employment, all newly hired teachers shall work three (3) additional days.
- H. Teachers who agree to substitute during their preparation period shall receive additional remuneration at the rate of 1/5 (20%) of their professional daily rate, not to exceed a rate of \$50/assignment.
- I. Teachers, under their base contract, will participate in Professional Development days as required by law. To the extent possible, the calendar shall include the dates of these Professional Development days. Evidence of such participation will be presented to the Board no later than June 1 of each school year. Failure to participate will result in discipline, including loss of pay for each professional development day in which the teacher did not participate.
- J. New Teachers and Current Probationary Teachers

Probationary teachers will complete fifteen (15) days of professional development activities during their first three (3) years of employment as part of their base contract. These days are in addition to the professional development days which are required for all teachers.

## **ARTICLE XI**

### 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

Class Size - Continued

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.
- C. Class sizes shall be limited to the following maximums for the grade levels and school years as indicated below:

K - 2      28  
3 - 12     30

In grades kindergarten through 12, the above-stated maximums may be exceeded by up to three (3) students without the consent of the teacher. Classroom teachers with an extra student(s) shall be compensated with the following stipend:

Middle School or High School	1 over	\$100/student/class period/semester
	2 over	\$150/student/class period/semester
	3 over	\$200/student/class period/semester
Elementary	1 over	\$500/student/semester
	2 over	\$750/student/semester
	3 over	\$1,000/student/semester

The above stipend shall be prorated when the overage has been for less than one semester.

- D. Combination classes in the elementary schools shall be limited to 25 students.
- E. It is agreed that the contractual class size limits may be exceeded in music and physical education classes when necessary to accommodate Adjusted Study Program students. It is further agreed that in those instances where elementary art classes exceed the contractual class size limits because of additional Adjusted Study Program students the teacher shall be compensated at the rate of \$100 per semester for each Adjusted Study Program student over the class size limit. The excess students shall not exceed two (or with the permission of the teacher, three).

## Class Size - Continued

- F. If categorical classrooms have an aide in the classroom, the aide, when practical, will accompany the students to the special teacher's classroom where the need is deemed to be the greatest.
- G. If the number of students in a special classroom exceeds thirty-five (35), the teacher shall be compensated at the rate of \$100 per semester (pro rated if for a partial semester) for each student over the thirty-five (35) student limit.

## **ARTICLE XII**

### ADMINISTRATIVE VACANCIES

- A. Notices of vacancies in administrative positions shall be posted in an appropriately designated place in each school building 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. However, the Board agrees to avoid, whenever possible, any such temporary administrative appointments.
- D. Employees currently assigned to an administrative position and who shall later be returned to teacher status shall be entitled to seniority credit for his/her entire length of service to the South Redford School District including administrative service, and shall be placed on the teacher's salary schedule consistent with such accumulated seniority.

## Administrative Vacancies - Continued

- E. A teacher who shall be assigned to an administrative position and who shall later be returned to teacher status shall be entitled to seniority credit acquired as a teacher.

## **ARTICLE XIII**

### SCHOOL IMPROVEMENT

- A. It is mutually agreed in principle that school improvement is a continuous process that requires the cooperative efforts of teachers and administrators.
- B. In recognition of this principle, school improvement teams will meet at the building level to work on the improvement of building programs on a regular basis in compliance with Article IX, Section 7.
- C. A District Coordinating Council composed of school improvement teams and District administrators shall meet on a regular basis to work on the improvement of District and building programs.
- D. Persons on school improvement teams will receive training in consensus-based decision making.
- E. Decisions of committees will be made on a consensus basis. All decisions of school improvement committees will be reviewed as needed.
- F. A facilitator of each school improvement committee will be selected by the committee.
- G. If meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties and given school business time.
- H. The committees are free to address topics affecting school programs, but shall not address salaries, benefits, or teacher performances. Committee plans that are contrary to the terms and conditions of this agreement must receive final approval from the continuing contract review committee.
- I. Building school improvement team chairpersons shall meet at least once a year.
- J. The committee will decide how school improvement money allocated to their building will be spent.

## School Improvement - Continued

- K. All staff members are invited and welcome to participate at any time.
- L. All teachers will attend school improvement meetings during staff meeting times as well as other school improvement meetings scheduled during the regular school day. In those instances where committees are part of the school improvement process, teachers who are interested in serving on a particular committee may do so by advising the principal and/or the committee's facilitator. School improvement meetings held outside of the school day will be done on a voluntary basis.
- M. The building administrator shall receive input from the building staff with respect to the selection of school improvement team members. The final determination is the responsibility of the building principal.

## **ARTICLE XIV**

### ASSIGNMENT - REASSIGNMENT - TRANSFER

#### A. Teacher Qualifications

- 1. Based on the availability of applicants, the Board will endeavor, for regular teaching assignments, to employ degreed and certificated teachers and/or teachers certified by the State of Michigan to teach Vocational Education.
- 2. Special Area Certification is a prerequisite to Special Area Contractual employment in the following areas in the South Redford School District: Art, Physical Education, Vocal Music, Instrumental Music, Counseling, Library/Media and Special Education.

#### B. Assignment Qualifications

- 1. 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.

## Assignment - Reassignment - Transfer - Continued

2. 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 the teaching responsibilities and class assignments.
3. 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.

### C. Annual Assignment

1. All teachers shall be given written notice of their tentative assignment for the forthcoming year no later than the preceding first day of June.
  - a. At the elementary level, assignment shall be defined as: Building and grade level.
  - b. At the secondary level, assignment shall be defined as: Building and subject area or areas.
2. In the event that changes in such tentative assignments become necessary, all teachers affected will be notified promptly and consulted. In no event will changes in teacher's assignments be made later than the 25th day of August preceding the beginning of the school year unless for emergency reasons, such as financial, and/or changes in student distribution and/or changes in enrollment, the situation requires such changes in assignment and the Association shall be notified in each instance.
3. The Association agrees that subject to the foregoing provisions, the Board has the authority and responsibility of final determination with respect to teachers' annual assignments.



## Assignment - Reassignment - Transfer - Continued

### D. Temporary Filling of Vacancies

1. Whenever any teaching vacancy occurs during the school year or a newly created teaching position is established within the bargaining unit, the Board shall publicize the same by giving written notice to the Association. No vacancy shall be posted between the beginning of any school year and the first day in May, and all such vacancies shall be filled on a temporary basis.

E. 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.

F. Notice of opportunities for re-assignment or transfer to all known teaching vacancies, including those filled during the school year on a temporary basis, shall be posted once annually on the first Monday in May in an appropriately designated place in each school building for a period of ten (10) teaching days. Notice of such opportunities shall include the qualifications necessary to fill the positions.

G. A teacher may at any time file with the personnel office a written request for re-assignment and/or transfer. Such request shall remain valid until the first day of school of the following school year unless withdrawn in writing or the request has been met.

H. Determination of re-assignments or transfers shall be made by the first Monday in June, and each applicant shall receive a written copy of said determination.

I. 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.

J. 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 and in a manner not inconsistent with the provisions of this Article.

## **ARTICLE XV**

### 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 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 XVI**

### RELIEF FROM NONTEACHING 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 busses and cafeterias in an attempt to minimize the teacher's responsibilities in these areas; and further agrees to provide adequate clerical and maintenance services.

## Relief from Nonteaching Duties - Continued

- B. Teachers shall not be required to distribute or inventory books and supplies with the exception of those used in their own classrooms.
- C. Whenever standardized tests are administered by teachers to a group of students, said test shall be machine scored whenever such scoring is available.

## **ARTICLE XVII**

### EVALUATION OF TEACHERS

- A. The professional responsibilities of all tenure teachers shall be observed and discussed for the purposes of evaluation at least annually by a member of the administrative staff. The observation shall occur no later than twenty-five (25) calendar days prior to the end of the school year.
- B. Similar evaluations, observations, and discussions for all probationary teachers shall be made at least twice annually and a written evaluation shall occur no later than fifty-five (55) calendar days prior to the end of the school year.
- C. This does not preclude other evaluations, observations, and/or discussions from taking place at other times and within twenty-five (25) calendar days of the end of the school year.
- D. All written evaluations shall be done on forms as may be prescribed by the Superintendent.
- E. The professional responsibilities of all teachers assigned to coaching/directing activities as outlined in Appendix "B" of this Agreement shall be evaluated at least annually in writing by a member of the administrative staff on such forms that may be prescribed by the Superintendent.
- F. Each teacher, within thirty (30) days of his/her employment, or within thirty (30) days from the commencement of the school year, whichever is later, shall be provided a copy of all evaluation forms to be used and shall be apprised of the criteria upon which he/she will be evaluated including expected levels of teacher performance where applicable.

## Evaluation of Teachers - Continued

- G. In most instances, a pre-evaluation conference shall be held between the teacher and the observing administrator so that the teacher's objectives, methods and materials planned for the teaching-learning situation to be evaluated can be discussed with the administrator prior to classroom observation.
- H. The observing administrator shall hold a conference with the teacher within ten (10) days following the observation and discuss the observation and supporting documents. At this conference, if the administrator finds the teacher not meeting expected levels of performance, the reasons therefore shall be set forth in writing as well as identification of the ways the teacher is expected to improve, including the types of assistance that may be provided by the administration and other staff members. A written evaluation will be provided to the teacher within thirty (30) calendar days of this conference, but not later than the end of the school year. One copy of the evaluation report shall be retained by the teacher and an additional copy of the evaluation, signed by the teacher, shall be placed in the teacher's personnel file. Within ten (10) days of receipt of the written evaluation, the teacher may submit signed comments concerning his/her written evaluation which shall be attached to the evaluation report in his/her personnel file. No written evaluations of classroom observations shall be placed in the teacher's personnel file unless they are previously disclosed to the teacher.
- I. Any tenure teacher whose services are to be terminated for lack of acceptable performance shall be so notified in writing at least sixty (60) calendar days prior to the close of the school year, with a copy of said notice to the Association. Such written notice shall state the reasons for termination. In the event of termination for lack of acceptable performance, such written notice shall advise the tenure teacher of his right to a hearing before the Board of Education. At the request of a tenure teacher, the Board will provide for a hearing to occur not less than thirty (30) calendar days after notification of the intent to terminate or more than forty-five (45) calendar days after such notification.
- J. All monitoring or observation of the performance of the professional responsibilities of the teacher in the classroom shall be conducted openly and with the full knowledge of the teacher.
- K. A committee comprised of the SREA and the Administration will meet to review current evaluation practices and to explore alternative evaluation processes.

## **ARTICLE XVIII**

### SEQUENTIAL CORRECTION.

- A. The Board, through its administrative personnel, in recognition of the concept of sequential correction, shall, for just cause, notify the teacher in writing of alleged misconduct which, if continued, may result in formal discipline up to and including loss of pay and/or suspension or discharge. Such notice shall:
1. Identify the misconduct.
  2. Indicate expected correction.
  3. Establish a period for correction, and
  4. Identify formal disciplinary action to be taken in event misconduct is repeated.
- B. A principal shall hold a conference with the teacher as soon as practical to discuss the aforementioned notice.

## **ARTICLE XIX**

### NONTENURE 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 reasons for its decision not to re-employ.
- B. The Board agrees to grant a hearing upon written request of said teacher. Such written request for a hearing shall be made within twenty (20) days from receipt of the notice of failure to re-employ. Such hearing to occur not less than thirty (30) calendar days after notification nor more than forty-five (45) calendar days. Hearing shall be closed and not deemed to be a hearing under the provisions of Michigan Tenure Act, 1937 as amended.
- C. Failure to re-employ a non-tenure teacher shall not be subject to the grievance procedure.
- D. Non-tenured teachers who have completed a minimum of three (3) years of continuous service shall not be demoted, disciplined, or discharged without just cause.

## **ARTICLE XX**

### PROTECTION OF TEACHERS

- A. The Board shall reimburse a teacher, in an amount not to exceed \$250.00, for loss, damage, or destruction of his personal property of a kind normally worn or brought into the school building, when such property is located in the school building and when the same has not been caused by the negligence of the teacher. This obligation shall not encompass normal wear, tear, or gradual deterioration of property or loss of money.
1. 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 Board for possible reimbursement. Such possible reimbursement shall not exceed \$250.00.
  2. These above stated obligations shall extend only to that portion of any such losses not covered by insurance of said teacher.

## **ARTICLE XXI**

### DISTRICT POLICY MANUALS

- A. Copies of the Board Policy Manual shall be distributed with copies of the Master Agreement to all teachers upon initial employment. Copies of Board Policy Manual revisions shall be distributed through the shared drive to all teachers as said revisions are made.

## **ARTICLE XXII**

### TEACHER SUBSTITUTES

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

## Teacher Substitutes - Continued

- C. Any staff member who elects to alleviate an emergency situation by teaching an additional class, as such class related to an unfilled teaching position, thereby requiring the teacher to exceed the teacher load as defined in Article IX of this Agreement, said teacher will do so on a day to day basis and such vacancy will be filled by the Board as soon a possible.

### **ARTICLE XXIII**

#### INCLEMENT WEATHER

- A. Every attempt will be made to make available to teachers announcements of school closings due to inclement weather through the use of public media (radio stations WJR and WWJ) no later than 7:00 a.m.

### **ARTICLE XXIV**

#### STUDENT TEACHERS

- A. A student teacher shall be assigned only by mutual consent of the building principal and the teacher involved.
- B. A committee comprised of three (3) teachers and three (3) administrators shall meet at least annually and shall prepare recommendations dealing with student teachers to be submitted to the Board of Education for its consideration and inclusion in the Policy Manual.

### **ARTICLE XXV**

#### 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.

## Identification of Special Students - Continued

- 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. A student identified under said procedures and criteria will not be placed in a regular classroom situation without prior discussion between the classroom teacher and the school principal.
- D. The Board further recognizes that the teacher may not fairly be expected to assume the ongoing responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the 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.
    - a. Teachers employed less than five (5) years by the South Redford School District shall receive ten (10) paid sick days per year. Teachers shall accumulate any unused sick days during this four (4) year period. These accumulated days shall not be added on to the unlimited sick leave program. If in the event a teacher suffers a catastrophic illness or accident, the teacher may be provided the unlimited sick leave program as described in paragraph b below, subject to the approval of the Superintendent. Each such absence shall be examined by the teacher's principal and a physician's statement shall be furnished by the teacher at the principal's request if the teacher's attendance record reflects a possible abuse of the sick leave program. If, in the opinion of the principal, the conditions causing the absence justify compensation, a recommendation will be made to the Superintendent that the teacher's salary be continued during the period of absence. If, in



## Absences - Continued

the opinion of the principal, the conditions causing the absence do not justify compensation, a recommendation will be made to the Superintendent that the teacher's salary not be continued during the period of absence. Approval of the Superintendent of each recommendation is required.

- b. Teachers employed five years or more shall be provided an unlimited sick leave program for personal illness and/or disability for 130 working days. Each such absence shall be examined by the teacher's principal and a physician's statement shall be furnished by the teacher at the principal's request if the teacher's attendance record reflects a possible abuse of the sick leave program. If, in the opinion of the principal, the conditions causing the absence justify compensation, a recommendation will be made to the Superintendent that the teacher's salary be continued during the period of absence. If, in the opinion of the principal, the conditions causing the absence do not justify compensation, a recommendation will be made to the Superintendent that the teacher's salary not be continued during the period of absence. Approval of the Superintendent of each recommendation is required.
- c. Absences occurring within ninety (90) calendar days as a result of previous illness and/or disability for which sick time was used shall be credited to the original 130 day period. Illness and/or disability occurring after ninety (90) calendar days will be recognized as a new illness and/or disability for which eligibility for sick leave will be completely re-established.
- d. A teacher who exhausts his sick leave days and his illness and/or disability continues, shall receive benefits in accordance with the Long Term Disability Insurance Program (LTD) as provided for in Article XXVIII.

### 2. Provisions for Reporting Absence Due to Illness

- a. On the first day of absence due to illness, each such absence shall be reported to the District Office at least one and one-half (1 1/2) hours prior to the start of school on the day of the absence.

## Absences - Continued

- b. If the absence will continue, the teacher shall notify the principal to this effect before 2 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.
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 physical 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 of this sick leave policy. Immediate family shall be interpreted as husband, wife, son, daughter, mother, father, mother-in-law, father-in-law, grandparent, brother, or sister of said teacher.

## Absences - Continued

### 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 or 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

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. Bereavement Days

A teacher may be absent for up to five (5) days in the event of a death of the teacher's spouse, child, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, sibling, brother-in-law, sister-in-law, or other member of said teacher's immediate household.

## **ARTICLE XXVII**

### LEAVES OF ABSENCE

#### A. Extended Leaves of Absence - General Provisions

1. Teachers on authorized leaves of absence for military service, Peace Corps, VISTA, or Sabbatical Leave shall accumulate seniority, incremental credit or longevity credit during the period of the leave of absence.

## Leaves of Absence - Continued

2. Teachers on an authorized professional growth or parental leave of absence shall accumulate seniority but shall not accumulate incremental or longevity credit during the period of the leave of absence up to one year. Sixty (60) days prior to the termination date of said leave, the teacher shall notify the Board in writing of his/her intent to return. In the event the Board grants an extension beyond one (1) year to said professional growth or parental leave, the teacher shall accumulate seniority, but not incremental credit or longevity credit.
3. No teacher on other extended leaves of absence shall be entitled to accumulate seniority, incremental credit, or longevity credit during the period of such leave. Sixty (60) days prior to the last instructional day during which the leave is taken the teacher shall notify the Board in writing of his/her intent to return.
4. Leave of absence shall not be granted when it is determined by the Board that financial gain is the major purpose.
5. 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 a special assignment at the conclusion of a period of a leave of absence. The Board will, however, make every effort to return a teacher to the same or comparable position to that held prior to the leave.
6. A teacher on authorized Leave of Absence for a complete school year shall, except as otherwise provided, have the option of continuing the current health and life insurance benefits at the prevailing group rate for a period not to exceed twelve (12) months by forwarding the appropriate premium payment to the Board by the twentieth (20) day of the month preceding each month of eligibility as herein described. In case of a leave authorization of less than a complete school year, a teacher's option to continue said health and life insurance benefits shall not exceed the term of the leave, provided, however, that when the termination date of the leave coincides with the termination date of the regular school year, eligibility shall continue through the months of July and August. In any event, should a teacher on authorized Leave of Absence fail to continuously transmit health and life and dental insurance premiums to

## Leaves of Absence - Continued

the Board by the twentieth (20) day of the month preceding the month the insurance premium is due, the aforementioned option shall cease to exist, effective the first (1) day of the month.

### 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 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, life, or continuing 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.

## Leaves of Absence - Continued

- 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. (Section 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, Permanent or Continuing 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 (1) 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 (7) 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 ( $1\frac{1}{2}$ ) 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.

## Leaves of Absence - Continued

- 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.

## Leaves of Absence - Continued

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 (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.



## Leaves of Absence - Continued

- 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 (2) 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.

## Leaves of Absence - Continued

- 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.

### 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 "G" of this Article.

### D. Peace Corps Leave - VISTA Leave

1. A leave of absence, without salary, will be granted upon written request to tenure teachers who elect to join the Peace Corps or VISTA 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. Parental Leave

#### 1. Maternity Leave

- a. A maternity leave of absence, without salary, of up to one (1) year may be granted a teacher upon written request and upon certification of pregnancy by the employee's physician. Such written request will state the date at which the leave will commence, provided, however, that such date shall be at least

## Leaves of Absence - Continued

thirty (30) school days following the written request. Such written request will also indicate the termination day of the leave, and it is normally expected that maternity leaves of absence will terminate at mid-year or the beginning of the following school year. No teacher will be required to teach beyond the fifth month of pregnancy.

- b. Reinstatement to a teaching position for which said teacher is certified and qualified shall be granted upon the termination date of said maternity leave provided the employee, in consultation with her physician, deem it advisable to return to service, and further provided that such reinstatement does not conflict with seniority as defined in this Agreement. The teacher shall notify the Board at least sixty (60) days prior to her return to a teaching position.
- c. The above leave may be extended, at the discretion of the Board, for an additional period not to exceed one (1) year upon written request of the teacher. Such written request shall be made at least sixty (60) days prior to the expiration date during which the leave is taken.

### 2. Adoption Leave

- a. A leave of absence, without salary, of up to one year, may be granted upon written request to any tenure teacher under contract for the purpose of adopting a child. Such written request shall state the date on which the leave shall commence and said date shall be at least ten (10) school days following said request. The Board may waive the above ten (10) day period upon presentation of official verification of receipt of the child by the teacher requesting such leave in writing. The teacher shall make every effort to keep the Board informed as to the state of the pending adoption. All written requests shall indicate the termination date of the leave. It is normally expected that such leaves will terminate at mid-year or the beginning of the following school year.
- b. Reinstatement to a teaching position for which said teacher is certified and qualified shall be granted upon the termination date of said adoption leave, provided that such reinstatement does not conflict with seniority as defined in this Agreement. The teacher shall notify the Board at least sixty (60) days prior to the last instructional day during which the leave is taken.

## Leaves of Absence - Continued

- c. The above leave may be extended, at the discretion of the Board, for an additional period not to exceed one (1) year upon written request of the teacher. Such written request shall be made at least sixty (60) days prior to the expiration date during which the leave is taken.

### 3. Paternity Leave

- a. A paternity leave of absence without salary of up to one (1) year may be granted to a teacher upon written request and upon certification of pregnancy by the spouse's physician. Such written request will state the date at which the leave will commence, provided, however, that such date shall be at least thirty (30) days following the written request. Such written request will also indicate the termination date of the leave, and it is normally expected that paternity leaves of absence will terminate at mid-year or the beginning of the following school year.
- b. Reinstatement to a teaching position for which said teacher is certified and qualified shall be granted upon the termination date of said paternity leave, provided that such reinstatement does not conflict with seniority as defined in this Agreement. The teacher shall notify the Board at least sixty (60) days prior to the last instructional day during which the leave is taken.
- c. The above leave may be extended, at the discretion of the Board, for an additional period not to exceed one (1) year upon written request of the teacher. Such written request shall be made at least sixty (60) days prior to the expiration date of the initial leave.

### 4. Illness in Immediate Family

- a. A leave of absence, without salary, for up to one (1) year may be granted upon written request to any teacher under contract for the purpose of caring for a member of the immediate family due to illness. Immediate family shall be interpreted as husband, wife, son, daughter, mother, father, brother or sister of said teacher. Such written request will state the date at which the leave will commence, provided, however, that such date shall be at least thirty (30) days following the written request. Such written request will also indicate the termination date of the leave, and it is normally expected that leaves of absence of this nature will terminate at mid-year or the beginning of the following school year.

## Leaves of Absence - Continued

- b. Reinstatement to a teaching position for which said teacher is certified and qualified shall be granted upon the termination date of said leave, provided that such reinstatement does not conflict with seniority as defined in this Agreement. The teacher shall notify the Board at least sixty (60) days prior to the last instructional day during which the leave is taken.
- c. The above leave may be extended, at the discretion of the Board for an additional period not to exceed one (1) year upon written request of the teacher. Such written request shall be made at least sixty (60) days prior to the expiration date of the initial leave.
- d. If an individual has two consecutive years where they have been absent in excess of ten days due to family illness, their future absences related to family illness will be subject to the following
  - The first 5 days of family illness will be paid at the employee's daily rate
  - Days 6-10 will be paid at one-half ( $\frac{1}{2}$ ) of the employee's daily rate
  - Any days in excess of 10 will be at no pay, but with benefits pursuant to the FMLA

### F. Professional Growth Leave

1. A leave of absence without salary, for up to one (1) year may be granted to a tenure teacher upon written request and on recommendation of the Superintendent of Schools and approval of the Board for alternate employment, study, exchange teaching and other activities acceptable to the Board.
2. Such written request will state the date at which the leave will commence, provided however, that such date shall be at least thirty (30) days following the written request. It is normally expected that such a leave shall commence at the beginning of a school year or at the change of semester.
3. Professional growth leaves shall terminate at the end of a school year.
4. The above leave may be extended, at the discretion of the Board for an additional period not to exceed one (1) year upon written request of the teacher. Such written request shall be made at least sixty (60) days prior to the last instructional day during which the leave is taken.

## Leaves of Absence - Continued

5. Reinstatement to a teaching position for which said teacher is certified and qualified shall be granted upon the termination date of said leave, provided that such reinstatement does not conflict with seniority as defined in this Agreement. The teacher shall notify the Board at least sixty (60) days prior to the last instructional day during which the leave is taken.

### 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 reasons acceptable to the Board. Such leave shall be without salary, incremental credit or longevity credit, and may not exceed a period of one (1) year.
2. Reinstatement to a teaching position for which said teacher is certified and qualified shall be granted upon the termination date of said leave, provided that such reinstatement does not conflict with seniority as defined in this Agreement. The teacher shall notify the Board at least sixty (60) days prior to the last instructional day during which the leave is taken.

## **ARTICLE XXVIII**

### GROUP INSURANCE PROTECTION

#### A. Health/Hospitalization 2004-05; 2005-06; 2006-07 School Year

The Board shall make full premium contributions for each contractual teacher and his/her dependents upon written application for health benefits through the MESSA Super Care I, Tri-Med, or Choices program as defined in the certificate of coverage on July 1, 2004, for the 2004-2005 school year, and as defined in the certificate of coverage on July 1, 2005, for the 2005-2006 school year. As defined in the certificate of coverage on July 1, 2006, for the 2006-2007 school year. Dependents shall be as defined by the United States Internal Revenue Code.

Group Insurance Protection - Continued

A committee shall be established to review coverage through other plans and carriers. The carrier may be changed if the committee agrees that substantially equivalent coverage can be obtained at a significant savings to the Board. In no event shall the aggregate benefit be less than those provided by Super Care I, the Tri-Med, or Choices program, if applicable.

The following provisions shall apply to the Group Insurance Program

1. All tenured employees eligible for health insurance shall have a one-time selection of one of the following plans. Once this decision is made, it is irrevocable until or unless a change is bargained in a successor agreement.

MESSA Tri-Med - No cost to the employee

MESSA Choices - Copay of     \$500 (2004-2005)  
  \$500 (2005-2006)  
  \$700 (2006-2007)

MESSA Super Care I 2003 Revised - Copay of     \$1,000 (2004-2005)  
  \$1,000 (2005-2006)  
  \$1,200 (2006-2007)

Employees choosing either the Choices or Super Care plan shall pay the copay through a Section 125 Account. In any year in which the difference between Super Care I and Choices is less than the copay, the employee shall pay the lesser amount. In any year in which the difference between Choices and Tri-Med is less than the copay, the employee shall pay the lesser amount.

2. All non-tenured employees will participate in the Tri-Med health insurance program during their probationary period at no cost. During the open enrollment period immediately following the movement to tenured status, the employee shall have a one-time opportunity to exercise the same selection as in subsection 1 above.
3. Any teachers in a part-time assignment will receive pro rated benefits. If they choose to receive the insurance, they will pay the difference in premium costs.

## Group Insurance Protection - Continued

### B. Dental - 2004-2005; 2005-2006; and 2006-2007 School Year;

The Board shall make full premium contributions for each contractual teacher and his/her dependents upon written application for dental benefits. The carrier for dental coverage shall be MESSA/Delta Dental Plan Auto + (Class I 100%-90%; Class II 90%) with 007 Rider (Class III 80%-Lifetime maximum \$2,500)(Annual maximum \$1,500). A committee shall be established to review coverage through other plans and carriers. The carrier may be changed if the committee agrees that substantially equivalent coverage can be obtained at a significant savings to the Board. In no event shall the aggregate benefit be less than those described above.

### C. Long-Term Disability - 2004-2005; 2005-2006; and 2006-2007 School Year;

1. The Board shall provide without cost to the teacher, long-term disability insurance assuring payment to the teacher in the event of illness and/or disability at the following rate
  - a. Monthly benefits will commence after 180 calendar days of illness and/or disability or the exhausting of 130 sick leave days, whichever occurs last, and be payable at 66 2/3% of the employee's annual salary to age 65 years according to the insurance policy in effect, to a maximum of \$4,200/month.
  - b. Benefits will be reduced by amounts received from other employer-sponsored sources including, but not limited to Workmen's Compensation, Social Security and Michigan Public School Employee's Retirement Fund. Provided, however, a rise in Social Security disability and/or Michigan Public School Employees' disability benefits, shall not be subtracted from disabled employees' benefit for which the carrier is initially liable.
2. Teachers eligible for long-term disability benefits shall have been actively at work at least one day after the effective date of long-term disability coverage, and prior to any illness and/or disability for which benefits are claimed.



Group Insurance Protection - Continued

3. Long-term disability coverage shall terminate as specified in the insurance contract provided that in the case of a teacher granted an unpaid leave of absence or laid off from active service, such teacher's coverage shall terminate at the end of the month following the month in which such event occurs. Coverage of teachers who voluntarily leave their employment with the Board shall terminate on the date the teacher ceases to be actively engaged in work with the Board.

D. Vision - Vision Service Plan (VSP) III

The carrier may be changed if the committee (referred to in Sections A and B) agrees that substantially equivalent coverage can be obtained at a significant savings to the Board. In no event shall the aggregate benefit be less than those provided by the VSP-III plan.

E. Term Life Insurance (Employee Only)

1. \$45,000 A.D. & D.
2. Teachers who have Board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Any teacher electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

F. 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.

G. For newly employed and/or recalled teachers, such coverage shall begin on the first day of the month following the first day of employment, except in such instances where the coverages would be provided at no cost to the employer.

H. The Association agrees that the Board retains the right of final determination with respect to the selection of a group insurance carrier, except as otherwise provided in this Article.

I. If a teacher who has elected two-person or family hospitalization insurance coverage dies, the Board will continue to pay the premiums for such hospitalization coverage for a period of six (6) months following the employee's death, provided that the surviving spouse is not eligible for coverage through a comparable plan.

## Group Insurance Protection - Continued

### J. Waiver of Hospital and Medical Insurance

1. Married teachers, with or without dependents, who do not elect to enroll in the hospitalization plan described in Section A are eligible for a stipend in the amount of \$1,800 per year.
2. A teacher may elect to change from the stipend arrangement to the hospital-medical insurance program by reason of a change in marital status, a change in the employment status of a spouse carrying health insurance, or by reason of the death of a spouse or dependent, or the addition of a dependent. Otherwise, a teacher may change from the stipend program to the hospital-medical insurance program, or the reverse, for the forthcoming year only between August 1 and September 1.
3. The liability of the Board to make contributions to the stipend program for the benefit of any teacher whose employment, for any reason, is terminated by the Board, shall terminate with the pay for the last pay period in which the teacher was actively employed by the Board.
4. Application for a stipend in lieu of hospital-medical insurance must be made during the period of August 1 through September 1.

K. Unless otherwise provided for in this Agreement, the above insurance benefits shall not be extended to teachers on leaves of absence.

### L. Dental, Vision, Life and Hospital-Medical Insurance Extension of Coverage

1. Benefits shall be extended to teachers for dental, vision, life and hospital-medical insurance coverage (as well as eligibility for a stipend contribution by the Board) but shall cease as herein described
  - a. To any teacher who resigns or retires from employment with the Board during the school year - at the end of the month in which his/her resignation or retirement is effective.
  - b. To any teacher who retires from employment with the Board at the end of the school year, at the end of June. During July and August following retirement of the teacher, the Board upon written receipt of health insurance premium payment by the retiree will reimburse the employee the difference between the total insurance premium of the insurance provided through MPERS and the State's contribution. If a teacher resigns from employment with

## Group Insurance Protection - Continued

the Board at the end of the school year and is not eligible for benefits through MPSERS, on the last day of August following the resignation.

- c. To any teacher on layoff - two months following the month in which layoff occurs.
- d. To any teacher commencing an approved leave of absence without pay during the school year - at the end of the month the leave commences.
- e. To any teacher commencing an approved leave of absence without pay at the end of the school year - on the last day of August following such last duty day.
- f. Any teacher receiving Long Term Disability benefits for a period of two consecutive years - at the end of the month in which the person completes their second year of Long Term Disability benefits. At the end of the two-year period, the teacher must apply for and show proof of denial for disability retirement from MPSERS and the Social Security Administration. In the event the teacher has been denied disability retirement, the District will continue to provide hospitalization for an additional year. The teacher must reapply and show proof of denial on an annual basis to continue hospitalization benefits. In no event will the District provide hospitalization benefits for more than a four-year period.
- g. To any teacher placed upon or who is granted disability retirement status, and who is eligible for state retirement benefits - at the end of the month in which retirement takes place, except as provided in Section "f" of this Agreement.
- h. The liability of the Board to make contributions to a stipend program for the benefit of any teacher who, for any reason, terminates his/her employment with the Board during the school year, shall terminate with the pay for the last pay period in which actively employed by the Board.
- i. The liability of the Board to make contributions to a stipend program for the benefit of any teacher who, for any reason, terminates his/her employment with the Board at the end of the school year, or who is placed on layoff, shall terminate two months following the month in which the termination/layoff took place.

Group Insurance Protection - Continued

- M. A committee comprised of Association representatives and representatives of the Board shall begin meeting in October of 1993 to examine alternatives to the current benefit program including but not limited to such alternatives as cafeteria plans, flexible benefit plans, third party administration of benefits, and co-pay modifications. Recommendations must be ratified by both parties if they are to become effective.
- N.
1. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning the nature, extent and duration of benefits, eligibility and termination of coverage, and other matters related to insurance benefits.
  2. The Board, by payment of the premiums required to provide the coverage set forth in the Article, shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in liability for the Board or Association nor shall such failure be considered a breach of either of them of any obligation under this Article.
  3. Differences between teachers or beneficiaries of teachers and any insurance company shall not be subject to the grievance procedure established under Article VIII of the Master Agreement.
- O. In the event a National Health Care Plan is enacted during the life of this contract, a committee comprised of Association representatives and Board representatives will meet to examine their possible ramifications of such a plan.
- P. The parties agree to review setting up an IRS Section 125 plan to potentially address child care, dependent care, medical and/or dental expenses not covered by insurance.

## **ARTICLE XXIX**

### TEACHER RESIGNATIONS

- A. 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 (60) 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/her 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

(Initial Employment)

- A. Credit may be allowed on teachers' salary schedule for previous teaching experience. Any such credit is to be determined by the Superintendent at the time the first contract is prepared for any individual teacher.

## **ARTICLE XXXII**

### CREDIT FOR INDUSTRIAL EXPERIENCE

- A. Credit may be allowed on the teachers' salary schedule for years of industrial experience provided that the teacher possesses a valid State of Michigan teaching certificate, or a valid State of Michigan Vocational Certificate.
- B. Industrial experience gained outside the School District shall be evaluated by the Superintendent and credit for such experience shall be allowed whenever the Superintendent deems the prior experience to be satisfactory and applicable to the assignment involved.
- C. Credit for outside industrial experience may allow placement up to the maximum step on the applicable salary schedule exclusive of the recognized longevity step.

## **ARTICLE XXXIII**

### RETIREMENT

- A. Severance Pay

Teachers who actually retire from the South Redford School District for the term of this Agreement and are eligible to draw retirement allowance from the Michigan Public School Retirement Fund shall receive a lump sum severance allowance of \$100 for each full year of teaching experience in the South Redford School District.

## Retirement - Continued

Such benefit shall only be paid once to an employee. Should a teacher return to employment after such payment, at his own request or at the request of the Board, said teacher will not be eligible for further payment of this benefit.

### B. Early Retirement Incentive Program

#### 1. General

- a. To be eligible for benefits under this program, a teacher must have been employed for at least fifteen (15) years by the South Redford School District and be eligible for benefits under the Michigan Public School Employees Retirement System, but not older than sixty-one (61) years of age, and be actively at work at the time of request.
- b. Retirement, as used in this Article, shall mean termination of employment with the South Redford School District.
- c. It is understood that if a final, unappealed judgment of the Michigan Supreme Court, the Michigan Court of Appeals, the United States Supreme Court, the Sixth Circuit Court of Appeals, or the United States District Court for the Eastern or Western District of Michigan holds that this plan or any part thereof, or any substantially similar plan or part thereof established by any other Michigan school district, is unlawful for any reason, then this plan will be null and void to the extent that it is unlawful and all benefits held to be unlawful will cease. In such event, all teachers who at that time are functioning under the Early Retirement Incentive Plan will be eligible to return to work with the School District in positions for which they are certified and qualified.
- d. For purposes of this Article, the provisions of Article XXXIV, "Reduction of Staff," Section B, regarding sixty (60) calendar day notice of layoff does not apply. The Board may layoff teachers in order to provide position for returning teachers, either during the school year or at the beginning of the ensuing school year.

## Retirement - Continued

### 2. Restrictions

- a. All fringe and salary benefits shall cease at the end of the month the retiree reaches sixty-two (62) years of age.
- b. In the event of a retiree's death, all benefits of this plan will cease at the end of the month of his/her death.
- c. A teacher retiring under the Early Retirement Incentive Plan will not receive any payment or benefits for any period that he/she is receiving Worker's Compensation or Unemployment Compensation or Underemployment Compensation paid for by the South Redford School District.
- d. If the State Retirement Board increases the South Redford retirement contribution percentage for the purpose of increasing benefits for retired teachers, retirees' benefits shall be reduced by the increased amount he/she receives from the State Retirement Board.
- e. If the Federal Social Security System changes the age at which a retiree may receive Social Security benefits from sixty-two (62) to a lower age, the retiree's early retirement payments and benefits shall cease at the point at which Social Security becomes effective.
- f. If a National Health Insurance Plan is enacted at no cost to the individual, health benefits under this plan will cease on the effective date of such legislation.
- g. Retirees eligible to be covered by their spouses' health insurance shall not be eligible to receive that benefit from the South Redford School District, until they are no longer covered by that benefit. If a retiree is receiving health insurance coverage through any other employer, he/she shall not be eligible for health insurance through the South Redford School District until he/she is no longer covered by said benefit.

### 3. Rights

- a. Teachers qualifying for benefits under the plan will receive them on a monthly basis.



## Retirement - Continued

- b. Written receipt of health insurance premium payment by the retiree must be forwarded to the South Redford Business Office for reimbursement. In order to be reimbursed, submission of this receipt must occur within six (6) months of the insurance premium payment. It is understood that this reimbursement is for the difference between the total insurance premium of the insurance provided through the Michigan Public School Employees' Retirement Board and the State's contribution.

### 4. Eligibility for the Plan

- a. Teachers wishing to participate in the program must submit a written notification of their intent to retire to the Personnel Office, not later than March 1 of the year in which they wish to retire. This date may be changed if agreed upon by the district and the South Redford Education Association. Benefits and payments will be effective as of September 1 of the year in which the employee terminates employment.
- b. For teachers retiring in a manner other than that described in Section 4, a, benefits will be prorated for the remainder of the school year. Written notification of intent to retire must be given to the Superintendent at least three (3) months prior to retirement for retirees wishing to retire during the school year. This three (3) month notice may be waived by the Superintendent due to extenuating or unusual circumstances.
- c. Each year, the South Redford School District shall determine the number of teachers who shall be eligible for the Early Retirement Incentive Plan. A minimum of six (6) teachers shall be guaranteed access to this plan each year. The total number of teachers in the plan shall not exceed forty (40) at any one time.

For the purpose of determining the number of people on the plan at any given time, employees who retired and were less than fifty-five (55) years of age at the time of retirement shall only be considered to be on the plan for the first seven years that they are on the plan.

## Retirement - Continued

- d. If the number of requests to participate in the Early Retirement Incentive Program exceeds the number of available openings, priority will be given to those who possess the highest amount of seniority as defined in Article II, "Definitions," of this Agreement. Any request received in an untimely fashion shall be placed at the bottom of the list in the order in which it was received.
- e. Requesting teachers not placed in the program shall be put on a waiting list. These teachers shall be given preference into the program on the basis of seniority.
- f. While the first six (6) teachers selected in any given year for this program must be in accordance with Section 4, d, of this Article, the Board, may, at its option, extend this benefit to other teachers, to be designated by the Board in its discretion.

### 5. Early Retirement Incentive Benefits

- a. A lump sum payment in the amount of 1/6 of the salary received on either the BA or the MA steps of the salary schedule exclusive of money for longevity and advanced degrees.
- b. Base allowance of \$200 per month shall be given to each teacher approved for this purpose.
- c. Additional monetary allowance will be computed as follows
  - 1) Credit Days
    - a.1. Each teacher will initially be credited with thirty (30) days.
    - a.2. Each teacher will be credited with ten (10) days for each of the last ten (10) years worked not to exceed 120 days.
    - a.3. Total credit days shall not exceed 150 days.
  - 2) Number of days missed due to verifiable\* illness during the last ten (10) years worked will be subtracted from the 150 days credited, except that

Retirement - Continued

- a.1. Verifiable personal illnesses that actually resulted in long-term disability shall not be subtracted.
  - a.2. Verifiable personal illnesses that actually resulted in hospitalization or physician-directed confinement shall not be subtracted.
  - 3) The remaining days as computed in 2) will be multiplied by \$2.00.
  - 4) The amount arrived at in 3) will be added to the \$200 base to arrive at the monthly allowance.
  - 5) Employees who are less than fifty-five (55) years of age at the time of retirement will have their benefits calculated as if they were fifty-five (55) years of age. The total benefits that the employee would have received from age fifty-five (55) until his/her 62<sup>nd</sup> birthday will be prorated dependent upon the employee's age at the time of retirement.
- d. Term Life Insurance      \$45,000 A.D.&D.

Verifiable personal illnesses shall be defined as an illness for which a physician's statement indicating the nature of the illness and the recommended recovery period is on file in the Personnel Office.

## **ARTICLE XXXIV**

### REDUCTION OF STAFF

- A. 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 competency.
1. In the event of a reduction of staff, the Board will be guided by the Policies and Standards for the Approval of Secondary Schools, Policies and Standard for the Approval of Junior High/Middle Schools, and Policies and Standards for the Approval of Elementary Schools.\* Should any compliance with North Central requirements jeopardize and

## Reduction of Staff - Continued

teacher(s) position, the Board shall notify in writing the teacher(s) affected. The teacher(s), so notified, shall have twelve (12) months from the date of notification to comply with the stated requirements.

- a. Where as necessary reduction in staff has been determined by the Board, and two or more persons hold equal seniority in the assignment area necessary to implement the needs of the instructional program, staff members fully certificated and whose services are required in their area of competency shall be retained in the following manner

\* As published by the North Central Association of Colleges and Schools.

- 1) A person or persons having the greatest number of years of contractual service in the public schools of South Redford shall first be retained.
  - 2) If further reduction is necessary, a person or persons having the greatest number of years of contractual service in the State of Michigan shall ne t be retained.
  - 3) If further reduction is necessary, a person or persons holding the greatest number of college or university degrees shall ne t be retained.
  - 4) If further reduction is necessary, a person or persons with the greatest number of semester (or equated term) hours beyond the last earned academic degree shall ne t be retained.
  - 5) If further reduction is necessary, the Board of Education will determine such person or persons to be retained.
2. In any event, in implementing the above method of determining those persons to be retained, Section "A," paragraph 2 of Article XIV, "Assignment - Re-Assignment - Transfer," shall continue to remain the primary control.

## Reduction of Staff - Continued

- B. Notice of lay off shall be given to teachers at least sixty (60) calendar days before the close of the school year preceding the year in which such lay off shall become effective. It is recognized, however, that circumstances may dictate a reduction in staff during any school year subsequent to such notice period, and in such event the Board will give such advance notice as is possible under the circumstances. In any event, sixty (60) calendar days notice shall be given prior to lay off.
- C. The teacher shall be responsible for submitting to the personnel office official evidence of changes in certification and/or qualifications. As a result of such official evidence, the Board will publish a Seniority, Certification, and Qualification list of all teachers including those currently on lay off. Evidence submitted subsequent to 45 days prior to notice of lay off shall not be credited for purposes of determining those teachers to be laid off. Such list shall also be made available to the Association.
- D. When teachers are to be recalled following reduction of staff, said teachers will be recalled in reverse order of reduction, provided, however, those teachers with greatest seniority are fully certificated and whose services are required in their area of competency.
1. A laid off teacher shall be considered laid off until he is reinstated in the District, refuses an offer from the Board of a position for which he is qualified, or fails to respond within fifteen (15) calendar days of its receipt, to a written offer of a position made by the Board.
  2. Notifications of recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail, return receipt requested, to the teacher's last known address.
  3. Refusal on the part of a teacher laid off from a full-time position to accept a part-time position in a recall shall not constitute a refusal under the provisions of this Article.
- E. A teacher on lay off shall be provided the current health and life insurance benefits for a period of two (2) months following the month in which lay off occurs.

## Reduction of Staff - Continued

- F. A teacher on lay off shall have the option of continuing the current health and life insurance benefits at the group rate for an additional period not to exceed three (3) years (provided that the insurance carrier permits such extended coverage), by forwarding the appropriate premium payment to the Board by the 1<sup>st</sup> day of each month of eligibility as herein described. Should such teacher fail to continuously transmit premium payments to the Board by the 1<sup>st</sup> day of each month of eligibility, the aforementioned option shall cease to exist.
- G. Removal from Seniority, Certification, and Qualification list. One of the following must occur for a teacher to be removed from the Seniority, Certification, and Qualification list. Removal from the Seniority, Certification, and Qualification list shall be considered termination of employment.
1. Failure to update the expiration of a valid teaching certificate within sixty (60) days of notification by the Board.
  2. Anytime a teacher's time on layoff exceeds the seniority accrued in South Redford up to and including eight (8) years. There shall be no "grandfathering" unless required by law.
  3. Refusal of an offer of a full time position in South Redford.
  4. Resignation.

## **ARTICLE XXXV**

### REQUIRED HEALTH 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.

## **ARTICLE XXXVI**

### CONTRARY PROVISIONS

- A. If any provisions 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.

Contrary Provisions - Continued

- B. If a program either proposed or established through the school improvement process is found to be contrary to the provisions of this agreement, the issue will be referred to the continuing contract committee.

**ARTICLE XXXVII**

SCHOOL CALENDAR

- A. It is agreed by the Board and the Association that the calendars for the 2004-2005, 2005-2006, and 2006-2007 school years shall provide for 181 days of student instruction, two (2) full days of professional development, six (6) half days of professional development, and three (3) teacher orientation/preparation/record days. In the event there are day and/or hour changes that are required by law, the parties will meet to establish a calendar consistent with the required changes.
- B. All schools to remain closed on the Friday following Thanksgiving.
- C. A copy of the official school calendar will be affixed to this Agreement upon adoption by the Board.

**ARTICLE XXXVIII**

JOINT COMMITTEE ON THE IMPROVEMENT OF INSTRUCTION

A joint committee shall be established consisting of the Assistant Superintendent for Personnel, the Association President and other designated members. The purpose of this committee is to plan in-service programs, arrange for professional growth opportunities, arrange for speakers on selected educational topics, review peer evaluation procedures, design and implement teacher classroom assistance programs, develop guidelines for job sharing program, investigate employee assistance program options, render personal and professional assistance to employees, and investigate other programs related to professional development and improvement.

# ARTICLE XXXIX

## JOB SHARING

### A. Definition

Job Sharing shall refer to two (2) tenured unit members who have agreed to job share, sharing one (1) full-time position for a one-year period. Said sharing may occur in any one of the following configurations

<u>Teacher A</u>	<u>Teacher B</u>
2/5 assignment	3/5 assignment
1/2 assignment	1/2 assignment
3/5 assignment	2/5 assignment

### B. Application

Application for job sharing shall be made to the Assistant Superintendent. The application must include how the job sharers will divide the job responsibilities. This shall include, but not be limited to, attendance at regular staff meetings, district meetings, parent conferences, staff communications, parent communications, joint planning, curriculum consideration, marking of report cards, professional development, and record keeping.

### C. Compensation and Benefits

The compensation of participants in this program shall be the same as that offered to non-participants except as follows

1. The salary shall be proportional to the actual time worked over the period of the sharing, including longevity, extra hours and degrees.
2. The participants in the sharing program shall choose from one of the following fringe packages
  - a. The individual shall be eligible for single subscriber coverage for all fringe benefits. (HOSPITALIZATION, VISION, DENTAL)
  - or
  - b. The individual shall be eligible for full family coverage for HOSPITALIZATION only.
3. Participants shall receive the same life insurance as non-participants.



## Job Sharing - Continued

4. Participants shall receive Long-Term Disability coverage based on the proportional salary for the period of sharing.
5. Teachers will receive  $\frac{1}{2}$  year's credit of seniority for each year of job sharing and  $\frac{1}{2}$  year advancement on the Salary Schedule.
6. Extra schedule pay activities shall not be affected by the sharing program.

### E. Return to Full Time

1. Teachers participating in the job sharing program will return to full-time assignments for the next school year provided positions are available for which they are certified and qualified, consistent with Article XIV and XXXIV of the Agreement.
2. If for any reason other than illness (other than LTD), one of the participants of the job sharing team leaves the employ of the District, the remaining participant shall be returned to the full-time assignment.

## **ARTICLE XL**

### MENTOR TEACHERS

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. The Mentor Teacher shall be a member of the bargaining unit.
- B. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. A Mentor Teacher shall be assigned in accordance with the following
  1. The Mentor Teacher shall be a tenured member of the bargaining unit.
  2. Participation as a Mentor Teacher shall be voluntary.

## Mentor Teachers - Continued

3. The building administrator shall receive input from the building teaching staff with respect to the selection of Mentor Teachers. The final determination is the responsibility of the building principal.
  4. Every effort will be made to match Mentor Teachers and probationary teachers who work in the same building and have the same area of certification.
  5. The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher and probationary teacher after 8 months. The appointment may be renewed in succeeding years.
  6. Mentor teachers may receive one (1) SB-CEU credit per semester for being a mentor by making application to the Assistant Superintendent. If not credited as an SB-CEU, one year of mentoring shall count as one day of professional development.
- D. Mentor Teachers will have no involvement in the evaluation process and the relationship will be collaborative and confidential. While the relationship is to be confidential, such shall not negate the responsibilities of either the mentor or probationary teacher to meet their legal obligations. Probationary teachers, likewise, will not participate in any way in the evaluation of mentors.
- E. Suggested standards for release time for the probationary teacher will be the configuration of up to half day per month for the first year, up to a half day every other month in the second year, and up to a half day every three months in the third year. Request for greater time spent with the probationary teacher will be addressed with the building principal. It is also understood that time between the Mentor Teacher and the probationary teacher may take place weekly beyond the normal working day to establish this collaborative relationship. Time commitments beyond this minimum may be subject to revision due to state mandates.
- F. A minimum of once a year, both mentors and probationary teachers, will be updated on the legal ramifications of said program.

## **ARTICLE XLI**

### DURATION OF AGREEMENT

- A. This Agreement, all of its provisions and appendices shall become effective, unless otherwise specified, on October 25, 2004. It is expressly understood,

that this Agreement shall not be extended orally, and that said Agreement shall expire at midnight of August 31, 2007.

- B. 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.
- C. It is agreed that either party, on or before March 1, 2007, may give written notice to the other of its desire to negotiate a new Agreement for the following school year, and meetings for such purposes will begin at a time mutually agreeable to the parties.
- D. 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 VII, "Continuing Contract Review" as contained in this Agreement.
- E. To the fullest extent permitted by law, this Agreement shall be binding upon the Board of any school district into which, or with which, this District shall be merged or combined.

IN WITNESS WHEREOF, The parties have executed this Agreement by their duly authorized representatives this 25<sup>th</sup> day of October, 2004.

FOR THE BOARD

FOR THE ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# APPENDIX A

## TEACHERS' SALARY SCHEDULE

Step	BACHELORS		MASTERS		1st Semester		2nd Semester		Amt paid	
	2003-2004	2004-2005	2004-2005	2004-2005	2005-2006	2005-2006	2005-2006	2005-2006	2005-2006	2006-2007
0	\$37,166	\$37,909	\$37,538	\$37,970	\$38,288	\$38,671	\$38,480	\$39,058	\$39,449	\$39,253
1	\$39,396	\$40,184	\$39,790	\$42,107	\$40,586	\$40,992	\$40,789	\$41,402	\$41,816	\$41,609
2	\$41,690	\$42,524	\$42,107	\$44,393	\$42,949	\$43,379	\$43,164	\$43,812	\$44,250	\$44,031
3	\$43,953	\$44,832	\$44,393	\$46,674	\$45,280	\$45,733	\$45,507	\$46,191	\$46,652	\$46,421
4	\$46,212	\$47,136	\$46,674	\$49,447	\$47,608	\$48,084	\$47,846	\$48,565	\$49,050	\$48,807
5	\$48,957	\$49,936	\$49,447	\$52,217	\$50,436	\$50,940	\$50,688	\$51,449	\$51,964	\$51,707
6	\$51,700	\$52,734	\$52,217	\$54,995	\$53,261	\$53,794	\$53,528	\$54,332	\$54,875	\$54,604
7	\$54,450	\$55,539	\$54,995	\$57,769	\$56,094	\$56,655	\$56,375	\$57,222	\$57,794	\$57,508
8	\$57,197	\$58,341	\$57,769	\$61,917	\$58,924	\$59,514	\$59,219	\$60,109	\$60,710	\$60,409
9	\$61,304	\$62,530	\$61,917	\$63,787	\$63,155	\$63,787	\$63,471	\$64,425	\$65,069	\$64,747
10	\$63,155	\$64,418	\$63,787	\$67,015	\$65,062	\$65,713	\$65,388	\$66,370	\$67,034	\$66,702
11	\$66,351	\$67,678	\$67,015	\$71,527	\$68,355	\$69,038	\$68,697	\$69,729	\$70,426	\$70,077
12	\$67,007	\$68,347	\$67,678	\$73,527	\$69,031	\$69,721	\$69,376	\$70,418	\$71,122	\$70,770

  

Step	MASTERS		1st Semester		2nd Semester		Amt paid	
	2003-2004	2004-2005	2004-2005	2004-2005	2005-2006	2005-2006	2005-2006	2006-2007
0	\$39,742	\$40,537	\$40,139	\$42,752	\$40,942	\$41,352	\$41,147	\$41,765
1	\$42,329	\$43,176	\$42,752	\$45,367	\$43,607	\$44,043	\$43,825	\$44,484
2	\$44,918	\$45,816	\$45,367	\$47,982	\$46,275	\$46,737	\$46,506	\$47,205
3	\$47,507	\$48,457	\$47,982	\$50,592	\$48,942	\$49,431	\$49,186	\$49,925
4	\$50,091	\$51,093	\$50,592	\$54,178	\$51,604	\$52,120	\$51,862	\$52,641
5	\$53,642	\$54,715	\$54,178	\$57,770	\$55,262	\$55,815	\$55,538	\$56,373
6	\$57,198	\$58,342	\$57,770	\$61,359	\$58,925	\$59,515	\$59,220	\$60,110
7	\$60,751	\$61,966	\$61,359	\$64,953	\$62,586	\$63,212	\$62,899	\$63,844
8	\$64,310	\$65,596	\$64,953	\$71,372	\$66,252	\$66,915	\$66,583	\$67,584
9	\$70,665	\$72,078	\$71,372	\$73,527	\$72,799	\$73,527	\$73,163	\$74,262
10	\$72,799	\$74,255	\$73,527	\$77,255	\$74,998	\$75,748	\$75,373	\$76,505
11	\$76,490	\$78,020	\$77,255	\$80,367	\$78,800	\$79,588	\$79,194	\$80,384
12	\$77,239	\$78,784	\$78,011		\$79,572	\$80,367	\$79,969	\$81,171

## **APPENDIX A**

### TEACHERS' SALARY SCHEDULE

(Continued)

Beginning 16<sup>th</sup> year, longevity will be \$700.00

Beginning 16<sup>th</sup> year, longevity will be \$750.00 (starting 2001-2002)

Beginning 21<sup>st</sup> year, longevity will be \$1,000.00 (starting 2001-2002)

Bachelor's degree + 20 hours (20 hours acquired after bachelor's degree) - \$400.00

Master's degree + 10 hours (10 hours acquired after master's degree) - \$250.00

Master's degree + 20 hours (20 hours acquired after master's degree) - \$500.00

Master's degree + 30 hours (30 hours acquired after master's degree) - \$750.00

Master's degree + specialist degree - \$1,000.00 over appropriate master's degree step

Master's degree + Ph.D. or Ed.D. - \$2,500.00 over appropriate master's degree step

Committee work as authorized by the Board, summer school employment, and driver education instruction held after the close of the regular school day shall be compensated at the rate of \$25.00 per hour.

All credits earned after September 1, 1984, for which reimbursement is received must be in a field of study directly related to the teaching assignment, recertification, or must have the approval of the Superintendent or his designee.

## **APPENDIX B**

### COMPENSATION - EXTRACURRICULAR 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 Appendix B 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 obtained 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 experiences 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 first to the 10th step on the Appendix B Salary Schedule and all such coaches and directors shall be compensated consistent with their accepted experience credit.
- B. All appointments to extra-curricular coaching and 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 Board will determine annually what extra-curricular activities will be provided in the school program.
- D. The Board will determine annually the number of hours to be devoted to club activities.
- E. The established percents for extra-curricular coaching and directing assignments are as follows

#### ELEMENTARY

Safety Patrol Sponsor - 3.5%  
Evening Music Performance -\$50.00/performance  
Elementary Clubs - up to 3 hours/week  
Service Squad Sponsor - 3.5%  
School Improvement Building Representative - 4%

MIDDLE SCHOOL

Football Coach.....	5%	Soccer Coach.....	5%
Girls' Basketball Coach.....	5%	Cheerleading Coach.....	5%
Boys' Basketball Coach.....	5%	Band Director .....	6%
Track Coach .....	5%	Vocal Director .....	6%
Intramural		Curriculum Coordinator/s .....	5%
Fall .....	2%	Crowd Control/Event .....	\$17.00
Winter .....	2%	Club Activities.....	\$17.00/hr.
Spring .....	2%	Student Council.....	5%
Swimming Coach.....	5%	School Improvement .....	4%
Wrestling Coach.....	5%	Academic Contest .....	2%
Softball Coach.....	5%		
Volleyball Coach.....	5%		

If it is determined that assistant coaches are required, they will be reimbursed at 4%.

The reductions are based upon a four-sport season school year rather than a three-sport season school year that the original numbers were based upon.

## SENIOR HIGH

<b>Football:</b>		<b>Girls' Soccer:</b>	
Head Coach .....	10%	Head Coach .....	9%
Assistant Coach/es.....	8%	Assistant Coach/es .....	7%
<b>Girls' Basketball:</b>		<b>Boys' Soccer:</b>	
Head Coach .....	10%	Head Coach .....	9%
Assistant Coach/es.....	8%	Assistant Coach/es .....	7%
<b>Boys' Basketball:</b>		<b>Cross Country:</b>	
Head Coach .....	10%	Coach .....	7%
Assistant Coach/es.....	8%	<b>Boys' Track:</b>	
9 <sup>th</sup> Grade.....	7%	Head Coach .....	9%
<b>Wrestling:</b>		Assistant Coach/es .....	7%
Head Coach .....	10%	<b>Intramural:</b>	
Assistant Coach/es.....	8%	Coach/es	
<b>Girls' Swimming:</b>		Fall .....	2%
Head Coach .....	10%	Winter .....	2%
Assistant Coach/es.....	8%	Spring.....	2%
<b>Girls' Track:</b>		<b>Volleyball:</b>	
Head Coach .....	9%	Head Coach .....	10%
Assistant Coach/es.....	7%	Assistant Coach/es .....	8%
<b>Golf:</b>		9 <sup>th</sup> Grade .....	7%
Coach .....	7%	<b>Softball:</b>	
<b>Girls' Tennis:</b>		Head Coach .....	9%
Coach .....	7%	Assistant Coach/es .....	7%
<b>Boys' Tennis:</b>		<b>Baseball:</b>	
Coach .....	7%	Head Coach .....	9%
<b>Cheerleading:</b>		Assistant Coach/es .....	7%
Varsity Coach		<b>Freshman Class Sponsor (2):</b>	
Season 1 .....	7%	Each .....	2%
Season 2 .....	4%	<b>Sophomore Class Sponsor (2):</b>	
Asst. Coach/es		Each .....	2%
Season 1 .....	4%	<b>Junior Class Sponsor (2):</b>	
Season 2 .....	3%	Each .....	3%
<b>Production Manager:</b>		<b>Senior Class Sponsor (2):</b>	
Musicals .....	4%	Each .....	4%
<b>Choreographer:</b>		<b>National Honor Society</b> .....	4%
Musicals .....	4%	<b>Crowd Control/Event</b> .....	\$17.00
<b>Scenery Manager:</b>		<b>Debate/Forensics</b> .....	8%
Plays .....	8%	<b>Dramatics Coach</b> .....	9%
<b>Orchestra Director/Musicals</b> .....	2%	<b>Pom Pon Coach</b>	
<b>Musical/Vocal</b> .....	4%	Season 1 .....	6%
<b>Flag Corps</b> .....	2%	Season 2 .....	4%
<b>Vocal Director</b> .....	8%	<b>Curriculum Coordinator</b> .....	5%
<b>Band Director</b> .....	11%	<b>Athletic Coordinator</b> .....	9%
<b>Jazz Ensemble and Wind</b>		<b>School Improvement</b> .....	4%
<b>Symphony</b> .....	2%	<b>Academic Contests</b> .....	2%
<b>Boys' Swimming:</b>		<b>DECA</b> .....	2%
Head Coach .....	10%	<b>Student Council</b> .....	2%
Assistant Coach/es.....	8%	<b>Newspaper</b> .....	2%
		<b>Yearbook</b> .....	2%

*Redline people who have been in the position since fall of the 1998-99 school year.*



## APPENDIX B

### SALARY SCHEDULE

<b>STEP</b>	<b>SALARY</b>
1	32,399
2	34,343
3	36,344
4	38,316
5	40,285
6	42,678
7	45,070
8	47,467
9	49,862
10	53,976

# APPENDIX C

## SOUTH REDFORD EDUCATION ASSOCIATION

### DUES CHECK-OFF AUTHORIZATION AND ASSIGNMENT

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

To SOUTH REDFORD SCHOOL DISTRICT

I, the undersigned, acknowledge that I am a member of the South Redford Education Association, an affiliate of the Michigan and National Education Associations. I hereby authorize you as my employer to deduct from my salary and to pay to the South Redford Education Association membership dues in such amounts as the Association may certify as due and owing by me in accordance with its constitution.

I agree that this authorization and assignment shall be irrevocable for the current school year and shall be automatically renewed each year thereafter unless written notice of revocation is given by me to you and the South Redford Education Association between June 1 and September 1 of any calendar year and further agree that my revocation shall be effective on September 1 of the year in which notice of revocation is given.

I further certify that previous deductions from my salary for membership dues for the above organizations were made with my knowledge and consent and were duly authorized by me.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

SOUTH REDFORD EDUCATION ASSOCIATION

REPRESENTATION FEES CHECK-OFF AUTHORIZATION AND ASSIGNMENT

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

I, the undersigned, hereby authorize you as my employer to deduct from my salary and pay to the South Redford Education Association, representative fees equivalent in amount to the membership dues and assessments as certified by the Association.

I agree that this authorization and assignment shall be irrevocable for the current school year and shall be automatically renewed each year thereafter unless written notice of revocation is given by me to the Board of Education and the South Redford Education Association between June 1 and September 1, preceding the designated school year for which revocation is to take effect.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

## APPENDIX D

SOUTH REDFORD SCHOOL DISTRICT  
WAYNE COUNTY, MICHIGAN  
TEACHER'S PROBATIONARY CONTRACT

THIS CONTRACT is made the day and year hereafter written between South Redford School District, Wayne County, Michigan, hereinafter called the "School District," and \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the "Teacher."

The School District hereby employs the Teacher and the Teacher hereby accepts employment as a probationary teacher with the School District for the school year \_\_\_\_\_, upon the terms and conditions hereinafter set forth.

For all services rendered by the Teacher under this contract, the School District shall pay the Teacher the sum of \_\_\_\_\_, payable in biweekly installments.

This contract shall terminate immediately if the Teacher's certificate shall expire or be suspended or revoked, or if the Teacher is laid off as part of a necessary reduction in personnel, or is dismissed for reasonable and just cause.

This contract is subject to the Michigan Teachers' Tenure Act as to the rights and obligations of both parties.

This individual contract is made pursuant to and subject to the terms and conditions of the Master Agreement between the South Redford Education Association and the South Redford School District, and to the extent that the provisions of this contract and said Master Agreement may be inconsistent the provisions of said Master Agreement shall be controlling.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_.

BOARD OF EDUCATION OF  
SOUTH REDFORD SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Teacher

SOUTH REDFORD SCHOOL DISTRICT  
WAYNE COUNTY, MICHIGAN  
TEACHER'S TENURE CONTRACT

THIS CONTRACT is made the day and year hereafter written between South Redford School District, Wayne County, Michigan, hereinafter called the "School District," and \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the "Teacher."

The School District hereby employs the Teacher and the Teacher hereby accepts employment as a tenure teacher with the School District upon the terms and conditions hereafter set forth.

The term of this contract shall commence with the \_\_\_\_\_ school year and shall continue from school year to school year thereafter unless terminated as hereinafter provided.

For all services rendered by the Teacher under this contract, the School District shall pay such salary as shall be determined by the salary schedule in effect. The Teacher will be furnished with a salary notice each year, which will be considered part of this contract for the year in question.

This contract shall terminate immediately if the Teacher's certificate shall expire or be suspended or revoked, or if the teacher is laid off as part of a necessary reduction in personnel, resigns, retires, or is dismissed for reasonable and just cause.

This contract is subject to the Michigan Teachers' Tenure Act as to the rights and obligations of both parties.

This individual contract is made pursuant to and subject to the terms and conditions of the Master Agreement between the South Redford Education Association and the South Redford School District, and to the extent that the provisions of this contract and said Master Agreement may be inconsistent the provisions of said Master Agreement shall be controlling.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_.

BOARD OF EDUCATION OF  
SOUTH REDFORD SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Teacher

SOUTH REDFORD SCHOOL DISTRICT  
WAYNE COUNTY, MICHIGAN  
TENURE CONTRACT SALARY NOTICE

NAME \_\_\_\_\_

DATE \_\_\_\_\_

Your teacher tenure contract previously executed is hereby amended to cover the school year commencing \_\_\_\_\_.

For all services rendered by the teacher during this school year, the School District shall pay the teacher the sum of \_\_\_\_\_.

BOARD OF EDUCATION OF  
SOUTH REDFORD SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Teacher

## APPENDIX E

### CALENDAR FOR THE 2005-06 SCHOOL YEAR

August 22	Orientation and Preparation Day for teachers
August 23	In-Service Day for teachers
August 24 - September 1	All schools in session
September 2 - 5	Labor Day recess
September 6	All schools in session
September 21	PM staff development
September 29	THS parent/teacher conferences
October 26	PM staff development
October 28	End of 1 <sup>st</sup> card marking
November 2-3	Elementary parent/teacher conferences
November 10	PMS parent/teacher conferences
November 16	PM staff development
November 23	½ day
November 24, 25	Thanksgiving recess
December 22 - January 3	Winter recess
January 4	All schools in session
January 16	Martin Luther King, Jr. Day--No students In-Service Day for teachers
January 17	Record day - Close of first semester End of 2 <sup>nd</sup> marking period - Cards will follow
January 18	All schools in session
February 1-2	Elementary parent/teacher conferences
February 16	½ day
February 17-21	Mid-winter recess - All schools closed
February 22	All schools in session
March 2	THS parent/teacher conferences
March 15	PM staff development
March 24	End of 3 <sup>rd</sup> marking period
April 6	PMS parent/teacher conferences
April 14 - 21	Spring recess - All schools closed
April 24	All schools in session
May 10	PM staff development
May 24	PM staff development
May 29	Memorial Day - Legal holiday
June 7	Last day for students
June 8	End of school year - Final day for teachers Report cards mailed

*Specific date/s for Open House and/or Capsule Classroom will be determined by individual schools.*

Calendar for the 2005-06 School Year - Continued

<b>MONTH</b>	<b>DAYS IN MONTH</b>	<b>INSTRUCTION DAYS</b>	<b>OTHER DAYS</b>
August	8	6	1 - Orientation and Preparation Day*** 1 - Professional Development***
September	22	20	1 - Labor Day* 1 - Friday before Labor Day**
October	21	21	
November	22	20	1 - Thanksgiving Day* 1 - Day after Thanksgiving**
December	22	15	7 - Christmas Recess**
January	22	18	2 - Christmas Recess** 1 - Record Day*** 1 - Professional Development***
February	20	17	3 - Mid-Winter Recess**
March	23	23	
April	20	14	1 - Good Friday** 5 - Easter Break (**)
May	23	22	1 - Memorial Day*
June	6	5	1 - Record Day***
<b>TOTALS</b>	209 - 5 (Unpaid) 204	181	23

<b>NONINSTRUCTIONAL DAYS</b>	<b>DAYS</b>
* Legal Holidays	3
** School Holidays	15
*** Teacher Orientation, Preparation , and Record Days	5
(**) Easter Recess Unpaid (5)	
<b>SUBTOTAL</b>	<b>23</b>
<b>+ INSTRUCTION DAYS</b>	<b>181</b>
<b>TOTAL DAYS OF TEACHER EMPLOYMENT</b>	<b>204</b>

The 2004-2005 School Calendar exceeds the provisions of the State School Code requiring a minimum to 180 days of student instruction.