

A G R E E M E N T

BETWEEN

**SOUTHFIELD EDUCATION ASSOCIATION**

**SOUTHFIELD BOARD OF EDUCATION**

August 31, 2011 – June 30, 2013

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## **PREAMBLE**

This Agreement is entered into by and between the Southfield Board of Education, hereinafter referred to as the "Board," and the Southfield Education Association, hereinafter referred to as the "Association."

## **WITNESSETH**

WHEREAS, the Board and the Association have a statutory obligation to bargain one with the other, as representatives of the public and members of the bargaining unit, with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize; and

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I – RECOGNITION**

The Board recognizes the Association as the sole and exclusive bargaining representative for all personnel in the bargaining unit described as follows:

All certified teaching personnel under contract or on an approved leave of absence including school psychologists, ROTC Instructors and school social workers, but excluding administrative or supervisory employees, or long term/short term substitutes or non-unit members in Appendix B positions.

The term teacher, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined.

## **ARTICLE II – DEDUCTIONS FOR PROFESSIONAL DUES**

- A. Membership in the Association is not compulsory. Teachers have the right to join, not join, maintain, terminate their membership in the Association, or pay a fee as herein established.
- B. The Parties agree to the following terms and procedures in connection with percentage dues.
- C. The Southfield Board of Education annually shall provide the Association with a complete list of bargaining unit members. The list shall also include each member's position including information from each member's requisition or job/assignment, title and routinely scheduled working hours excluding hours for extra pay or co-curricular duties, overtime, and/or hours resulting from special assigned projects beyond the work hours.

The Board agrees to supply the Association the lists and records identified in item 1 above by August 1.

The Association agrees to process the employee information in a timely manner by applying the appropriate MEA percentage dues formula and return to the school district no later than August 25. A listing of all unit members and the specific dues amount to be deducted in accordance with the payroll deduction schedule for dues.

1. The Board agrees to supply this same information regarding all new hires in the unit within two weeks of initial employment. The Association agrees to return to the District the specific dues amount to be payroll deducted within two weeks of receipt of the new hire information.

The authorized deduction of dues or fees shall be made in equal amounts starting with the first pay in September and for the next twenty (20) consecutive pay periods provided the information regarding the dues amount is in the payroll office by August 25. The Association will calculate and notify the District of the adjustment of dues for employees who have been hired after the start of the school year; their dues will be deducted in equal amounts. Beginning with the first pay possible subsequent to the Association's notification, The Board agrees to remit to the Association monies so deducted within five (5) school days of each deduction accompanied by a list of teachers from whom deductions have been made.

- D. Each bargaining unit member shall, as a condition of employment: (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association/union, or (2) pay a service fee to the Association, pursuant to the Association's "Policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to the provision shall be made in equal amounts, as nearly as may be, from the paycheck of each bargaining unit member.
- E. Pursuant to *Chicago Teachers Union V Hudson*, 106 S CT 1066 (1986), the union has established a "policy regarding objections to political-ideological expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of an exhausted, no dispute, claim, or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement, or any other administrative or judicial procedure.

F. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The employee gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any and all claims, demands, suits, damages, costs, or other forms of liability of whatsoever kind imposed by a judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article II, Deductions for Professional Dues.

G. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments, and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, bylaws and administrative procedures.

H. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

### **ARTICLE III – TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. Nothing contained herein shall be construed to deny or restrict to any teacher rights provided him/her under the Michigan General School Laws or other applicable State and Federal laws and regulations. The rights granted to teachers here under shall be deemed to be in addition to those provided citizens of this State.
- B. The Association will repay in kind any materials used by its members in the conduct of Association business.
- C. The Association and its members shall have the right to use school buildings and facilities at all reasonable hours for Association business subject to the existing or amended rules and regulations governing the use of school buildings and facilities.

- D. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

Authorized representatives and outside resource people of the Association are not to enter any building without first notifying the office.

Except in emergency circumstances, Association Representatives may not be assigned any non-instructional duties in any building. Any alleged misuse of this released time will first be discussed between the Association Representative and Administration. If unresolved at this point the matter shall be brought to the attention of the Association President for disposition. Association Representatives in the buildings with less than ten (10) teachers shall not be released from non-instructional duties unless it can be done without placing a difficult burden on the rest of the staff. The Association agrees not to increase its representative ratio from the present level of one (1) Association Representative for every twenty (20) teachers or major fraction thereof in each building during the life of the Agreement. Major fraction shall be considered at fifty percent (50%) or more.

- E. A minimum of ten (10) square feet of bulletin board in each building's staff lounge shall be designated for Association use.
- F. Teachers shall be permitted to wear insignia or pins of Association membership on school premises.
- G. Inter-school mail shall be picked up and delivered on a daily basis to the office of the Association, provided it is located within the boundaries of the School District. All inter-school mail directed to the Executive Director shall be delivered in this manner. One (1) copy of all general mailings and postings to teachers shall be so delivered.
- H. A list of Association Representative shall be presented to each building administrator and the Associate Superintendent of Human Resources and Labor Relations at the beginning of the school year. Subsequent changes shall be brought to his/her attention immediately.
- I. The Board and the Association will continue their policy of non-discrimination against any teacher by reason of his/her race, creed, color, national origin, age, sex, marital status, handicap, religious belief, or membership or non-membership in, or association with or lack of association with, the activities of any employee organization.
- J. Except as limited by the Michigan statutes, the private life of any teacher is not an appropriate matter for the concern or attention of the Board as long as the teacher's effectiveness in his/her school duties is unimpaired.
- K. Teachers shall comply with reasonable rules, regulations and directions adopted by the Board or its representatives, which have been previously made known to them.
- L. The inter-school mail service and the teachers' school mail boxes shall be for the exclusive use of the Board and the Association, and all mail, including inter-school

mail, shall not be removed from envelopes but delivered intact to the recipient, provided that:

1. General communications shall be labeled or signed by the sending party.
2. General communications shall be made available immediately to the Superintendent, the Supervisor of Personnel and the Principals of the buildings in which they are distributed.
3. Abuse of this privilege shall result in its withdrawal.

- M. In order to maintain a high standard of educational opportunities, teachers recognize that it is part of their professional responsibility to engage in activities involving the expenditure of time beyond that of the normal working day without additional compensation. Such activities shall be voluntary.
- N. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all regularly available information concerning the financial resources of the district. Tentative budgetary requirements and allocations and such other information as will assist the Association in developing programs on behalf of the teachers, together with all information necessary for the Association to process any grievance or complaint. After reasonable written request the Board will have twenty (20) calendar days to furnish the Association all materials not readily available.
- O. Teachers shall exercise reasonable care with respect to the safety of pupils and property and shall not be individually liable for any damage or loss to person or property except in cases of proven negligence and/or neglect of duty.
- P. The Board shall discuss with the Association, upon written request, its viewpoint on any new or modified fiscal, budgetary, or tax program, construction program, or revisions of educational policy.
- Q. It is part of the Teacher's professional responsibility to assess the promotion, retention and placement of students. Teachers will be released for meetings regarding promotion, retention and placement, which shall be held prior to such decisions being finalized. Additionally, when such determinations are altered, the teacher may file a rebuttal to the Superintendent and Principal. The rebuttal will be reviewed and the findings will be reported to the Teacher and Building, and be filed in the respective building's administrative office.
- R. A certified teacher, regardless of status, who wishes to terminate employment should hand in a written notice to the Division of Human Resources as soon as his/her decision is final, but only after such action has been reported to and discussed with his/her principal or immediate supervisor. A teacher shall not discontinue his/her service with the Board of Education at any time after sixty (60) days before September 1 of the ensuing school year, except by mutual consent. In the event of reemployment, such employment shall be considered as a teacher new to this school system.

- S. Copies of this Agreement shall be prepared at the expense of the Board and will be presented to all members of the bargaining unit now employed or hereafter employed by the Board.
- T. For the 2011-2012 school year, the Association President shall be release half-time (fifty percent) each day for the performance of Association business. All financial responsibilities associated with release time shall be responsibility of the Board. In addition, the Board shall provide up to forty (40) days per year for the collective use of the Association members for association business. Applications for use of these days shall be processed through regular conference attendance channels and shall be signed by the Association President signifying his/her approval. No deduction for the individual's leave day accumulation shall be made for days so granted. It is understood that the only expense to the Board is the regular compensation of the teacher and employment of substitute teachers. Effective June 30, 2012, the above language shall terminate and there shall be no further obligation of the Board.

#### **ARTICLE IV – RIGHTS OF THE BOARD**

- A. The Board and the Superintendent retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and the Constitutions of the State of Michigan and the United States including, but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and administrative control of the school system and its properties and facilities;
  - 2. To hire all employees and to determine their qualifications and fitness for employment and 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 approve the means and methods of instruction.
  - 4. To provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
  - 5. To determine overall goals and objectives as well as the policies affecting the educational program;
  - 6. To select textbooks, teaching materials, and teaching aids;
  - 7. To determine class schedules, class size, the hours of instruction, and the assignment of teachers with respect thereto;
  - 8. To determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work;
  - 9. To determine the duties, responsibilities, and assignments of all employees.



10. To adopt reasonable rules and regulations; which are not in conflict with this Agreement.
  11. To develop and control the budget of the District.
  12. To determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, division or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities;
  13. To determine the financial policies including all accounting procedures, and all matters pertaining to public relations;
  14. To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization; and
- B. The listing of specific management rights in this agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.
  - C. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be the exclusive prerogative of the Board except as limited by the specific terms of this Agreement.
  - D. In the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree has not been appealed within the time provided for doing so, such provisions shall be void and inoperative and subject to renegotiations. However, all other provisions of this Agreement shall continue in effect.
  - E. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to, or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made subject to the terms of this Agreement.

The parties agree that such future individual contracts shall be mutually developed.

- F. Pursuant to MCL 141.1501 to 141.1531, the parties agree that a emergency financial manager may reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. Provisions required by this subsection are prohibited subjects of bargaining under this act.

## **ARTICLE V – PROFESSIONAL COMPENSATION**

### **A. Salary Schedule and Credit**

The salaries of teachers covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. A Master's Degree in Social Work shall be regarded as a Master's Degree plus thirty (30) semester hours on the salary schedule when the holder of such a degree shall have completed the total of sixty (60) semester hours subsequent to the granting of a Bachelor's Degree.

1. The salary schedule is based upon a normal weekly duty load as hereinafter defined in Articles VI and VII and in calendar.  
In accordance with State law, employees shall be paid wages through direct deposit or payroll debit card.

Teachers will be given the option of receiving their salaries on the twenty-one (21) or twenty-six (26) pay bases each year by virtue of declaration of choice on an appropriate form supplied by the Board. If the form is not returned, or no choice designated, the individual will be assigned on the twenty-six (26) pay basis. If the twenty six (26) pay is selected, wages will be paid at two (2) week intervals throughout the summer. If the twenty-six (26) pay plan is selected, it will not be possible to withdraw accumulated monies in advance.

Under either plan the daily rate of pay shall be computed by dividing the contractual amount by the total amount of teacher days for the given year. Deductions shall be made on a similar basis.

2. Personnel who terminate employment prior to the last day of school will have their pay re-computed on a daily rate basis from the first (1<sup>st</sup>) day of employment of the current school year to the date of termination of employment. The additional amount due or outstanding will be included or deducted from the final check.
3. Teachers hired or recalled prior to March 15 shall receive salary schedule credit (increment) on the first day of the subsequent school year.
4. Teachers who successfully complete hours of graduate credit from an accredited institution of higher education as published in accredited institutions of Higher Education by the American Council of Education, for the Federation of Regional Accrediting Commission of Higher Education shall be placed on the higher and appropriate salary schedule upon verification. Any credits gained by virtue of successful completion of institutes and verified as graduate credit from such a college or university shall also apply to placement on the higher and appropriate salary schedule upon verification. Placement on the M.A. + 30 schedule will occur upon successful completion of 30 graduate semester hours subsequent to the granting of the Master's Degree.

Undergraduate hours earned following the granting of a Master's Degree may be utilized for placement on the Master's +30 provided they are a part of an approved program for re-certification directly related to the teacher's assignment as required by State Law or programs mandated by the State Department of Education.

Teachers working less than one-half (1/2) time shall receive one-half (1/2) increment of experience credit on the salary schedule. Those teachers working one-half (1/2) time or more shall receive full increment of experience credit on the salary schedule. Part-time teachers' salaries shall be prorated in accordance with the amount of time such teachers are employed relative to the full-time teachers in their assigned buildings.

5. Newly hired teachers must file their valid certifications and their official transcript of credits with the Division of Human Resources by November 15. Teachers hired after December 1<sup>st</sup> must file their valid certificates and their official transcripts within thirty (30) calendar days of the beginning of contractual employment. Failure to file the certificate and/or transcript will result in disciplinary action by the Board.
6. Salary adjustments into a higher salary scale for advanced training must be requested on the provided form and sent to the Division of Human Resources not later than November 15, in order to receive salary credit for the first (1<sup>st</sup>) semester, or April 15, for the second (2<sup>nd</sup>) semester.
7. Teachers who have an earned doctorate, PhD or EdD from an accredited institution of higher education by the American Council of Education for the Federation of the Regional Accrediting Commission of Higher Education shall receive an additional One Thousand Dollar (\$1,000.00) stipend per year above their base annual salary. This amount shall be payable in one lump sum the first paycheck in November of each year.
8. Upon receipt of certification from the National Board of Professional Teaching Standards, a teacher shall receive an additional Three Thousand Dollars (\$3,000) one time stipend.
9. Teachers required in the course of their work to drive personal automobiles from one school building to another or on other approved school business, which shall be subject to Board policy, shall receive a car mileage allowance at the established annual I.R.S. rate. Reimbursement shall be requested at least one a semester basis.

#### B. Extension of Employment

1. The need may arise to extend the individual contract of a teacher either before the beginning of the regular year for teachers and/or after the last regular day for teachers. Therefore, a teacher may have his/her contract extended, on a prorated basis, upon administrative recommendation and Board approval.
2. All K-8 Curriculum Coordinators, Middle School and High School department chairpersons and grade level coordinators may have their contracts extended, on a prorated basis, for two (2) days at a time mutually arranged with their immediate supervisor.
3. All Middle School and High School counselors may have their contracts extended, on a prorated basis, for four (4) days at a time mutually arranged with their immediate supervisors.
4. All Elementary and K-8 counselors may have their contracts extended, on a prorated basis, for one (1) day at a time mutually arranged with their immediate supervisors.
5. An extension of contract may be granted by the Associate Superintendent to any teacher involved in screening or evaluating children if such evaluation

cannot be completed within the school year. The duration of a contract extension will be determined by the Board.

- a. Compensation for employment occurring before or after the school year defined in Appendix C shall be paid at in-service rate except for extensions of contracts as provided in this Agreement. Such earnings shall be paid at the next regularly scheduled pay period following completion of the work and will not be allocated through the ordinary forty (40) week contract signed as a teacher.
- b. Upon request, certified librarians may be employed for (1) week before the opening of school for students in the fall at prorated pay. In the event this extension of employment is not granted, the library shall remain closed to students for the first (1<sup>st</sup>) week of the school year for students.
- c. Those certified librarians servicing more than one (1) library may, upon request, be employed one (1) day for each library they serve prior to the opening of the school for students in the fall at prorated pay. In the event this extension of employment is not granted, the library shall remain closed to students for the same number of days after the beginning of the school year for students.
- d. Should administration approval be granted for the school library to remain open longer than five (5) days prior to the last day for teachers, an additional day will be added to the term of the certified librarian's regular teacher contract for each day the library remains open beyond that date.

## **ARTICLE VI – TEACHING HOURS**

- A. The teacher's normal duty hours shall be 7.5 hours per day. Teachers will be required to report no earlier than 7:30 a.m. and may leave no later than 4:00 p.m.

The length of the workday on the District-Wide Professional Development Days as delineated in Appendix C shall be eight (8) hours within the time parameters as stated above which shall include a one (1) hour duty free lunch period.

- B. Teachers shall reserve after duty time the second (2<sup>nd</sup>) Monday of each month school is in session for a building faculty meeting. The meeting shall conclude no longer than seventy (70) minutes following the conclusion of the student day. Teacher shall be informed as to the agenda no later than the end of the day the Friday before the meeting if attendance is to be required. When required, exceptions due to illness, family emergency or required university course work not available at another time during that term are illustrative of valid reasons for absence.
- C. Teachers shall have an opportunity for professional growth and self-development on a voluntary basis after regularly scheduled work hours. If compensation is offered it will be paid at the in-service rate as listed in Appendix B.

All professional development that is State required of new staff shall be either provided by the Board during regular school hours, or provided after regular school hours. If compensation is offered, it will be paid at the in-service rate as listed in Appendix B.

In order to meet identified District goals, teachers may be required to participate in in-service/professional development activities during the regular workday on a release time basis. Such time may be in addition to that provided in Appendix C.

Teachers may elect to participate in summer curriculum development workshops/professional development. If compensation is offered, it will be paid at the in-service rate as listed in Appendix B.

- D. Special Education teachers shall, upon request be released the equivalent of three (3) days for the purpose of preparation for I.E.P.C's.
- E. Teacher preparation time scheduled for the afternoon of the second teacher day and all day of the third teacher day of a new school year shall be devoted to teachers being self engaged in professional activities related to their teaching assignment.

Teachers will not be required to attend meetings during the record days delineated in Appendix C.

## **ARTICLE VII – TEACHING LOADS AND ASSIGNMENTS**

- A. All K-5 teachers shall be given a minimum of thirty (30) minutes each day during the school day when students are in attendance in order to prepare for classroom instruction. The only exception to preparation time being provided during the student day may be for single subject teachers, who may have such time scheduled as early at 8:15 a.m. provided that such time shall not result in an increase in the number or lengths of their sections in a normal work week or the prorated part thereof. Elementary teachers shall have a minimum of two hundred (200) minutes of preparation and conference time, one hundred percent (100%) which shall be in periods of not less than thirty (30) minutes.

K-8 school teachers shall have a minimum of thirty (30) minutes each day during the school day when students are in attendance in order to prepare for classroom instruction. In a normal work week or the prorated part thereof, such teachers shall have a minimum of two hundred twenty-five (225) minutes of preparation and conference time.

6-12 and High School teachers shall have at least five (5) full unassigned daily and continuous preparation and conference periods per week of at least forty-five (45) minutes each.

Preparation and conference periods (K-12) are for the purposes of student conferences, parent conferences, preparation for instruction, responsibilities directly related to the teacher's assignment or other matters that are school related.

- B. Teachers shall not be asked to substitute for absent or tardy teachers except in the case of emergency and only when on their preparation period. When practical, substitution shall be rotated.

In the event that teachers provide substitute coverage, teachers shall either be compensated at the in-service rate or be granted compensatory time at his/her option.

- C. All teachers shall have a duty free uninterrupted lunch period of at least forty (40) minutes. These lunch periods shall not begin before 10:30 a.m. nor end later than 1:30 p.m. Exceptions due to building variables which may affect the beginning and ending time of this lunch period shall be arranged satisfactorily between the teacher involved, association representative and principal.

Any teacher may leave the building during the lunch period. Prior notification must be made to the building administrative office.

- D. Teachers shall not be assigned teaching duties outside of the scope of their teaching certificates, their major or minor fields of study and/or graduate degree, except as provided for in Article X or in an area where they have been deemed highly qualified.
- E. Scheduling of special subject classes shall provide adequate passing time of at least five (5) minutes between classes; a minimum of eight (8) minutes (provided no additional staff is required) if a special subject teacher has no classroom and has to travel by car. The first special subject class of each day shall not begin earlier than ten (10) minutes after the students' instructional day.
- F. Classroom teachers will prepare Student Count Day attendance sheets when necessary, except for the final copy.
- G. The parties recognize that students are entitled to be taught by fully qualified teachers while at the same time recognizing a professional responsibility to assist in the preparation of student teachers. Therefore, supervision by a teacher of a student teacher shall be voluntary. Should the college or university provide funds for this service, such funds shall be regarded as honorarium and shall be distributed to those teachers involved with particular student on a prorated share according to the time for which the supervising teachers were responsible.
- H. Teachers applying for Summer School positions shall be selected according to the following:
  - 1. Qualifications for the position
  - 2. Seniority in the District
- I. The parties recognize that efficient staff utilization is a desirable goal. They recognize that time spent traveling between schools adds to the direct cost of school operations. Therefore, to the degree practicable, teachers shall be assigned to as few buildings as possible.

Also, to the extent possible, vocal music teachers, physical education teachers, art teachers, certified librarians and counselors shall be moved for no less than half a day at a time. Instrumental music classes scheduling shall reflect adequate time for traveling between buildings for setting up and dismantling equipment between classes. If a teacher is assigned to more than two (2) buildings, the teacher shall be responsible for only classroom duties at the third school.

Each elementary school shall continue to provide balanced curriculum offerings. Special subject teachers may be provided in all buildings.

All buildings shall have the services of any special services personnel that are provided by the district.

- J. Certified librarians will conduct book selection. Their recommendations shall be submitted to the Associate Superintendent for instruction electronically twice a year.
- K. Teachers may be required to attend up to five (5) evening meetings per school year for the purposes of Parent/Teacher Conferences, Curriculum Nights, and Open Houses. Said evenings shall be scheduled at each building between the principal and the association representative. This attendance requirement may be waived by the supervisor upon the teacher's request.
- L. Reading support personnel may be assigned only instructional and directly related non-instructional duties during normal school hours.
- M. Criteria for determining the order of employment of teachers in summer curriculum projects will be:
  - 1. Those teachers who directly participated in the development of the project.
  - 2. Teachers who will be involved in the immediate implementation of the project.
  - 3. In any single school or department, if a choice between individuals is necessary, the principal and the staff will make the decision.
- N. Principals prepare non-instructional duty schedules and make assignments. Such assignments are to be rotated on an equitable basis.

All non-instructional duties performed at lunch hour may be rotated at least weekly. Those special education teachers who choose to eat with their students shall be exempt from noon hour duty.

In those buildings where bus duty is necessary, such duty shall be shared on an equitable basis. The district agrees to arrange bus schedules to provide that, under normal operating conditions, buses shall depart from schools within reasonable time after school is dismissed.

Single subject teachers are expected to assume a fair share of extra duties as defined above.

Kindergarten teachers are expected to assume a fair share of extra duties as defined above. If, however, the principal determines that kindergarten students require additional and/or separate non-instructional duty assignments, teachers will

be excluded from that building duty roster and assume the non-instructional duties that involve their own students.

- O. A teacher assistant employed to provide instructional assistance for a teacher in the classroom shall do so only under conditions, which allow that teacher to maintain supervision and control.

Teachers providing single subject curriculum offerings to special education classes shall have the services of a teacher assistant, when specifically required by law or edict of the Office of Specialized Student Services.

- P. In recognition of the special role that teachers have in directing the work of teacher assistants and due to the unique working relationship, which must exist between teachers and teacher assistants, the Board therefore agrees as follows:

1. The District may provide in-service for all teachers who have been assigned a teacher assistant and those assistants. The purpose of this in-service will be to review the roles and responsibilities of teacher and teacher assistants and to promote better working relationships between both groups.
2. All teachers will be asked for input regarding the performance of any teacher assistant assigned to them prior to each evaluation of the teacher assistant's performance.
3. The District will make available to all teachers to whom a teacher assistant is assigned a copy of the assistant's job description.

- Q. Building administrators shall make arrangements for the referring general education teacher to be released to attend student staffing.

Procedures for placement, which may include testing and evaluation of Special Education students into general education, shall be completed in accordance with the law.

Upon request, release time may be granted to Special Education teachers for the purpose of administering required individual testing.

- R. In accordance with law, the Board shall neither subcontract nor assign instructional duties and/or professional duties which are normally assigned to teachers, to individuals outside the bargaining unit, unless specific written agreement is made between the Association and the Board.
- S. Whenever possible Library Processing Services shall be conducted under the direction of a certified librarian.

## **ARTICLE VIII - TEACHING CONDITIONS**

- A. Section A-1

The Board shall strive to keep the maximum number of students in each section at or below the following:



KINDERGARTEN	27
GRADE 1	27
GRADES 2 & 3	28
GRADES 4 & 5	29
GRADES 6, 7, & 8	30
GRADES 9 - 12	32

#### Section A-2

In the event that a class size daily average exceeds the above by one or two students for more than five (5) consecutive school days, the teacher shall be remunerated five dollars (\$5.00) per day for each day beyond the consecutive five (5) day overage period. In the event that the daily average overage exceeds two (2) students, the teacher shall be remunerated twenty dollars (\$20.00) after five (5) consecutive days. Should the overages be reduced below one of the thresholds cited above, the remuneration will be adjusted and the five (5) consecutive day waiting period will again be invoked should the class size overage again raise above the cited thresholds.

#### Section A-3

The Board shall strive to limit physical education classes to fifty (50) students per teacher station. In the event that a class size daily average exceeds fifty-five (55) students for more than five (5) consecutive days the teacher shall be remunerated five dollars (\$5.00) for each day beyond the five (5) consecutive waiting period. In the event the class size daily overage exceeds sixty (60) students for five (5) consecutive days, the teacher shall be remunerated twenty dollars (\$20.00) for each day beyond the five (5) consecutive day waiting period.

#### Section A-4

Vocal music and instrumental music classes shall be excluded from the numbers listed in A-1 above.

#### Section A-5

To the extent possible, class sizes in the same grade or same class within each school will be equalized.

#### Section A-6

A teacher assistant shall be assigned to each pre-primary and kindergarten classroom at the Board's discretion.

### B. Section B-1

The maximum number of students per teacher in each special education program shall not exceed the limits as defined in the state mandatory special education law or in accordance with the ISD plan for the delivery of special education programs and services when applicable.

#### Section B-2

The number of students assigned to laboratory facilities shall not exceed the guidelines cited by the Michigan Revised School Code or Safety Guidelines.

#### Section B-3

The planning of multi-age classes may be cooperatively developed between the principal and the staff, particularly the teacher(s) involved. The number of students assigned to a multi-age classroom will follow the lowest class size targets listed in Section A-1 above of any grade level contained in the combination.

#### Section B-4

At the K-8 school, World Language teachers shall not be considered a special subject teacher. World Language instruction time shall not be used to provide preparation time for classroom based teachers (K-5), unless it is deemed necessary by the building administrator. Such classroom teachers shall remain in the classroom during any instructional time provided by the world language teacher unless that time has been designated as preparation time.

- C. The Board will continue to provide instructional resources including appropriate texts, student workbooks, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standardized tests, questionnaires, field trips and similar materials as they are the tools of the teaching profession and to the benefit of the students of the district.
- D. The Board shall continue to make available in each school, to the extent permitted by existing facilities, a lunch room and/or staff lounge as well as rest room and lavatory facilities exclusively for non-student, adult use. Should the Association feel such facilities are inadequate, notice shall be given to the Administration for review with the Board of Education.
- E. Telephone facilities including classroom phones will be made readily available to teachers for their professional use with access to all local area codes.
- F. Maintenance of facilities and equipment shall be the responsibility of the Board of Education. Conditions of severely inadequate ventilation, temperature levels, and custodial care in classrooms and offices will be brought to the attention of the Administration for its disposition. An attempt will be made to complete repairs within a reasonable time frame from their submission to the Manager of Building and Ground Services.
- G. Each teacher will be issued a single copy of the teacher edition of the text used in each of the courses of his/her assignment. Otherwise, a text will be provided.
- H. Each teacher shall be assigned, for personal use, a locked facility and will also be assured work space when necessary.
- I. Except for Special Education and ESL teachers, a teacher on the high school, or middle school level may not be assigned more than three (3) different course or grade level preparations without the teacher being consulted prior to the assignment. Should more than three (3) preparations (as above defined) be necessary, the Association shall be notified prior to implementation. A teacher on the high school, or middle school level shall not be assigned more than five (5) instructional classes per day or their equivalent.

- J. Teachers shall not be assigned to share one (1) classroom at the same time while providing different curriculum offerings unless extenuating circumstance exist.

Teachers shall not be assigned to more than one (1) course offering during the same class period.

- K. Secondary teachers who are assigned to two (2) buildings shall have one (1) less instructional class assignment.
- L. Attention will be given to the auditory privacy of offices for counselors, psychologists and social workers.
- M. Teachers may be notified by the end of the school year of their tentative assignment for the subsequent year. Should a change in this tentative assignment become necessary a direct communication with the affected teacher(s) shall occur.
- N. K-5 classroom and single subject teachers shall be given notice the previous day by the beginning of the lunch periods of new enrollments unless the District determines extenuating circumstances exist. Unless extenuating circumstances exists, all Pre-K-5 teachers receiving new enrollments shall be consulted before the student is placed in the class.

Whenever possible, a newly enrolled student shall be tested and evaluated as to academic level, reading ability, and special education placement; and such testing, evaluating, and staffing determinations shall be made prior to placing the student in any classroom.

- O. Each year the Board will make available information and updates from the Special Education Department.
- P. Personnel will be provided for repair of technology and installation of new software or hardware.

## **ARTICLE IX DEPARTMENT CHAIRPERSONS AND CURRICULUM COORDINATORS**

### **A. HIGH SCHOOL:**

The Department Chairperson may be appointed by the Principal. There may be a Department Chair in each of the following areas: English, Math, Science, Social Studies and Special Education.

In all departments of the senior high schools, having four (4) or more teachers, the principal may appoint a Department Chairperson from within the department.

In all departments within the Non-Comprehensive High Schools (University High School and Southfield Regional Academic Campus (SRAC) having three (3) or more teachers, the principal may appoint a Department Chairperson from within the department.

Departments of a High School having fewer than (4) members, except for those identified in the first (1<sup>st</sup>) paragraph of this section, may be combined with other departments in that school.

Department Chairpersons and activities/athletic directors shall not serve in dual roles.

1. The Department Chairperson shall assume instructional leadership to include peer mentoring, coaching, demonstration teaching, -curriculum development, and team coordination; shall relate problem areas to and from the administration; shall assist teaching teams in the development of a master schedule involving assignment of teachers, rooms, and team goals; shall lead teachers in establishing the scope and sequence of the curriculum consistent with system-wide policies and goals; shall promote the articulation of instruction between teaching areas and grade levels; shall assist in developing programs of monitoring and evaluation of curriculum consistent with system-wide policies and goals; shall chair teacher team planning meetings; shall assist the principal in the planning of appropriate orientation programs for parents, teachers, and students; shall serve as a member of curriculum committees for the building; shall assist substitutes in their work within the school; shall provide an annual inventory and periodic ordering of all teaching supplies and equipment assigned to the subject areas, grade levels, or teams; and shall maintain current in the field and make teachers aware of new readings, studies or other educational developments which may positively impact the professional staff. Department chairpersons shall not be considered supervisory employees.

- B. Comprehensive High Schools, Non-Comprehensive High Schools, Middle Schools and K-8:

Department Chairpersons and/or Curriculum Coordinators referred to in this article shall receive an annual remuneration of \$4,500 for assignment to one department and/or grade level and \$6,000 for assignment to more than one department and/or discipline.

In addition to the above, High School Department Chairpersons shall be released up to six (6) days per year should said release time be requested.

- C. MIDDLE SCHOOL and K-8

In the K-8 and middle school five (5) Curriculum Coordinators may be allocated in the areas of English, Math, Social Studies, Science, and Special Education, only if there is more than one (1) teacher in that department.

The responsibilities of these coordinators may be similar to department chairs and other duties as outlined by the superintendent or designee assigned.

- D. Department Chairperson and Curriculum Coordinator positions shall be posted annually.

#### **ARTICLE X - DISPLACEMENT, TRANSFER, LAYOFF AND RECALL ASSIGNMENT**

- A. A list of all bargaining unit members, their adjusted seniority dates, and their certification and endorsements shall be prepared and maintained by the Division of Human Resources.
- B. As used in this Article, seniority shall mean the total length of continuous certificated service with the Board, but deducting all unpaid time off of the job. Deductions shall be made from the teacher's effective date of hire. Part-time employment shall not interrupt years of service nor shall sabbatical and military leaves.
- C. The Associate Superintendent of Human Resources and Labor Relations shall meet with representatives of the Association, to review the listing of teachers who have been identified for displacement.
- D. Any teacher reassigned in the Fall, later than five (5) school days following the fourth Wednesday State count day and later than five (5) school days following the end of the first semester of that school year shall receive up to two (2) full days of release time for relocation.
- E. In extenuating circumstances additional release days may be approved by the Associate Superintendent. Also, a payment of up to Two Hundred Fifty Dollars (\$250.00) will be received for reimbursement of expenses incurred as a result of the initial assignment and/or preapproved expenses associated with the reassignment said payment will be made upon approval of the Associate Superintendent.

#### **VACANCIES/TRANSFERS**

- A. A "vacancy" is an open position as determined by the Board that is to be staff on a permanent basis.
- B. Whenever a position in the bargaining unit becomes vacant, it shall be filled with a fully certified, qualified, or otherwise approved and contractual teacher as required by the Michigan Department of Education.
- C. Such vacated positions shall be posted via electronic mail for a full three (3) school days before a permanent assignment is made. Copies of all such postings shall be provided to the Association. Postings shall include job title, job description or subjects to be taught, location(s), starting date, and minimum qualifications.
- D. In the event the District makes a determination that a teacher IS NOT highly qualified for an assignment, the Association agrees that as a condition of representing that teacher in the grievance procedure and/or providing legal representation the teacher must have submitted a request to the state department of education for determination of their qualifications and receive written documentation from the state department affirming that he/she in fact meets state and federal standards.
- E. Postings may be amended or withdrawn at any time. During the posting period, vacancies may be filled on a temporary basis.
- F. During the first year of employment in the District a new teacher shall only be eligible for a voluntary transfer upon approval of the Superintendent or designee. Any other

qualified teacher may apply for an available program or vacancy, and the Board agrees to give due consideration to all applications.

- G. A teacher may request a voluntary transfer at any time. Such requests may, at the teacher's desire, be submitted in a confidential manner directly to the Associate Superintendent of Human Resources and Labor Relations. Teachers on leave of absence; paid or unpaid shall not be eligible to apply for or to receive a voluntary transfer for the entire duration of their leave. Voluntary transfers during a given school year shall be limited to one (1) per year, unless the teacher is less than full-time.
- H. In the event of school closings, the teachers so affected shall be notified of such closings as soon as possible following the decision of the Board.
- I. Teachers so affected shall be transferred pursuant to the provisions of the voluntary transfer procedures.
  - 1. There shall be a temporary freeze on all other transfers until the teachers affected by school closings are placed.
  - 2. The parties agree that involuntary transfers are to be minimized. When involuntary transfers are contemplated for other than those caused by reductions, the Board shall meet with the teachers involved and with the Association President or Designee prior to the actual time of such transfer. The purpose of such meeting shall be to review and discuss the reasons for such transfer.
- J. In the event that involuntary transfer of a teacher is necessary, such teacher may respond to a posted vacancy.

#### **LAYOFF/RECALL**

- A. When the Board determines that it needs to reduce the number of employees in this bargaining unit, the Board will decide the areas and subjects where the reductions shall be made.
- B. Before the Board takes official action, the Associate Superintendent, or his/her designee shall discuss the reductions with the Association at least five (5) school days before the district issues written layoff notices to members of the teachers bargaining unit.
- C. Except in emergency situations, no teacher shall be laid off for any school year or portion thereof, unless the teacher has been notified at least thirty (30) calendar days prior to the end of the school year or thirty (30) calendar days prior to the end of the first semester. Probationary teachers can be laid off at anytime.
- D. A laid off teacher may, if he/she elects to do so, continue his/her insurance coverage set forth in Article XIII, as permitted by the carrier and upon prepayment of premiums by the teacher.

- E. The Board shall first attempt to notify each teacher who is being recalled, once by telephone. If the teacher cannot be contacted by telephone, notification shall be sent, certified mail, return receipt requested, to the last known address.
- F. The teacher being recalled shall have fifteen (15) days from the date of delivery of the recall notice to accept recall and return to work. Failure to respond or non-delivery of the certified letter shall be considered a failure to respond within the time limit and shall result in termination of all employment rights.
- G. The Board will notify the Association of all recalled or newly hired members.
- H. In the event that factors not provided for within this Article need clarification, the Board and Association shall meet to review further criteria to determine status.

## **ARTICLE XI – LEAVE DAYS**

- A. Paid Leave of Absence Days are a benefit that provides salary protection when an employee is unable or not available for work due to illness or matters outside his/her control. Such days should not be viewed as entitlements or to compensate for casual time away from work.

Each teacher shall have the right to fourteen (14) days of leave annually without loss of pay. The fourteen (14) leave days for the school year involved will be credited in advance on the opening day of each new school year. Less than full-time teacher shall have their leave days prorated.

These days may not be taken on opening or closing days of school, or days immediately preceding or following school break unless medical need or an approved exigency is shown.

- B. Unused leave days will be cumulative and carried over from year to year to a maximum of two hundred (200) days. Those that have more than two hundred (200) days accumulated on June 30, 2011 will maintain their total accumulation. Teachers with two hundred (200) or more accumulated leave days will receive their fourteen (14) additional leave days at the beginning of each school year. Any leave days used during that school year will first be deducted from these fourteen (14) leave days.
- C. Additional leave without loss of pay not chargeable against the teacher's leave day allowance shall be granted for the following reasons:
  - 1. *Education Conference Attendance:* Education conference attendance is an integral part of the Board's plan for in-service growth of personnel. All teachers will be considered for conference attendance.
  - 2. *Court Appearance:* Court appearance as a witness in any case connected with the teacher's employment, the school, or whenever the teacher is subpoenaed to attend such proceedings.

3. *Leave for Death in the Family:* A maximum of three (3) days leave, which will not be cumulative, shall be interpreted as: father, mother, husband, wife, child, sister, brother, mother-in-law, father-in-law, or dependent of the immediate household residence. Such leave will be subject to the approval of the Associate Superintendent of Human Resources and Labor Relations.
  4. *Jury Duty:* If an employee is summoned and reports for jury duty, he/she shall be paid the difference between the amount he/she received as juror and his/her pay which would have been received that day. Official summons must be presented. Said days shall not be charged against the teacher's leave day allowance.
- D. A teacher who is exposed on the job and is subsequently absent from work because of Mumps, Scarlet Fever, Measles, Chicken Pox, Hepatitis B, A.I.D.S., or other contagious diseases shall have days charged against leave days restored upon the presentation of evidence of on-the-job exposure.
- E. Teacher absence from school is to be reported by the teacher involved at least one (1) hour prior to the check-in time of the day that they are to be absent or the day before, when possible in accordance with published procedure. Failure to do so may require a day's salary to be withheld at the direction of the principal and/or the Superintendent of Schools. The above procedure is to be adhered to as closely as possible. If the length of expected absence is known, the matter should be made clear to the Board of Education's agent.
- F. The Board of Education reserves the right to have an employee examined by a Board appointed physician at Board's expense for reasons of illness or disability.

## **ARTICLE XII - LEAVES OF ABSENCE**

- A. A Teacher that is absent five (5) consecutive days shall be regarded as being on either an approved or unapproved leave of absence.
- B. *Sabbatical Leave:*  
Leave may be granted to teachers upon the recommendation of the Superintendent of Schools, and upon approval of the Board, when in their considered judgment, the professional competence of the staff member and general welfare of the public schools will be benefited.
1. Any teacher who has served continuously in the Southfield Public Schools for a period of at least seven (7) years and has a teacher's permanent or life certificate may be granted a sabbatical leave of absence, not to exceed one (1) year for the following purpose:
    - a. Approved study.
    - b. Approved educational travel.
    - c. Other activities approved by the Board.
  2. Any teacher on sabbatical leave shall receive a salary equal to one-half (1/2) of the contractual amount he/she would have received had he/she remained.



Such salary will be paid on the regular pay periods during the leave. He/she shall also receive fringe benefits as if he/she were not on leave.

3. Notice of intent to apply for leave of absence shall be made on or before March 15 of the school year previous to the school year for which leave of absence is requested. Request for such leave must be made on or before April 15. The total number of teachers on sabbatical leave in any one (1) year shall not exceed two percent (2%) of the contractual staff. Disposition of the request for leave shall be communicated not later than May 15.
4. Before beginning the sabbatical leave, the teacher shall enter into contract to return to active service in the Southfield Public Schools for a period of at least one (1) year after the expiration of such leave. A teacher who does not fulfill this agreement shall repay to the Board, within two (2) years, the amount received by him/her during the sabbatical leave. This rule does not apply in cases where the person becomes incapacitated or in cases wherein the rule is waived by the Board.
5. If the application of a qualified teacher for sabbatical leave in one (1) year is denied due to an excess of two percent (2%) provided in three (3) above, he/she shall have his/her application considered first in the succeeding year should he/she re-apply and be eligible.
6. Teachers on sabbatical leave shall be allowed credit toward retirement for the time spent on such leave in accordance with rules and regulations established by the Board of Control of Public School Employee Retirement Fund.
7. Increments shall be added as if the teacher had been teaching in the school district during the time of sabbatical leave. Said teacher shall be entitled to participate in any other benefits that may be provided by rules and regulations of the Board made pursuant to law.
8. Upon return from sabbatical, the teacher shall submit a written report detailing activities during the sabbatical. The teacher may also be requested to make a verbal presentation to the Board of Education.
9. To protect the Board against the teacher's failure to return to his/her teaching position, provided he/she is physically and mentally capable, the teacher shall execute a non-interest bearing note in the amount of the salary payable while on leave. This note shall be paid off by one of two methods:
  - a. The face amount of the note shall diminish by an amount equal to one-tenth (1/10) of the original face amount for each eighteen (18) days of service rendered.
  - b. The note shall, upon failure of the teacher to return to the system to teach, be payable in twenty (20) installments, beginning with October 1 of the year the teacher should have returned and continuing for the next twenty-two (22) months, excluding the intervening July and August. During such payments, there shall be added to each payment an amount to cover interest so that the effective rate of interest the Board receives will be six percent (6%) of the

unpaid balance, effective January 1, of the year the sabbatical was actually used.

10. The teacher shall, after notifying the Board that he/she will not return, have the option of paying the note in full with no interest prior to September 1 of the school year he/she would have assumed his/her normal teaching station.

11. During the sabbatical leave the teacher shall not be allowed to hold any full time teaching position. However, this section shall not be construed to deny any teacher the right to fellowships, scholarships, grants-in-aid, or other scholastic stipends.

C. Leave of Absence without pay may be granted for any of the following reasons:

1. Health and Long Term Disability Leaves:

After completion of at least one (1) year of service, a teacher may apply for a health leave where the teacher's health warrants.

a. In the event the Teacher's health permits his/her early return from a leave with a fixed duration, the teacher may request the early termination of the leave by submitting a written request to return to the Superintendent, together with a statement from a physician certifying the teacher's fitness to return and fully assume the instructional responsibilities of the position. Increments shall not accrue during such leaves.

2. Parental Leave:

After completion of at least one year of service and upon verification of the pregnancy with a physician's statement, a paternity/maternity leave may be granted to a teacher.

After completion of at least one year of service, a teacher adopting a child may be granted leave upon verification of the adoption.

3. Military Leave:

Any teacher who leaves the school district to perform active service in the Armed Forces of the United States is entitled to reemployment rights in the position he/she is vacating, or one of like status and pay scale, provided:

- a. He/she is honorably discharged from the Armed Forces.
- b. He/she is still qualified and competent to perform the duties of such teaching position.
- c. He/she applies for reemployment within ninety (90) days after discharge, or if hospitalized when discharged as a consequence of his/her active service in the Armed Forces, within one (1) year after such discharge.

In the event of reemployment following military leave, the following provisions shall apply:

- a. Accrual of seniority shall be granted.
- b. Increments shall be added as if the teacher had been in the school district's employ during the time of such active service in the Armed Forces.

- c. Further, all provisions of this policy shall be in accordance with state and federal laws governing military leave of absence.
- D. Leave of absence without pay granted for the following reasons shall be given credit on the salary schedule as though the teacher had taught in the system during that period: Exchange teaching, over-seas dependent schools, Peace Corps, Volunteers in Service to America.
- E. Leave of absence may be granted without pay for the following reasons without gaining credit on the salary schedule: Serving in professional organizations (SEA, MEA, NEA), approved work experience in business, industry and/or government, campaigning or serving in public office, educational research, study or travel.
- F. All leaves may be granted for a maximum of one (1) year. The leaves may be extended annually upon receipt of written request from the teacher, recommendation of the Superintendent and approval of the Board. Increments shall not accrue during such leave.
- G. Return from leave:

Upon return from leave, the teacher will be entitled to the benefits of this agreement. By March 15, the teacher will notify the Superintendent, in writing, of his/her intention to return from leave, apply for extension, or resign. Should the teacher fail to request an extension of his/her leave, or, should his/her leave request be denied by the Board, the teacher shall be presumed to be returning to work. If the teacher subsequently fails to report to work, the teacher will be considered to have abandoned his/her position with the District. A teacher, upon return from leave, shall be restored to a position for which he/she is qualified and certified.

Teachers returning from a health leave or LTD must provide a statement from a physician certifying the teacher's fitness to return and fully assume the instructional responsibilities of the position.

- H. Any teacher who, while on leave of absence, paid or unpaid, takes other employment of any kind is in violation of the leave policy and shall be deemed to have voluntarily resigned their position with the District and there shall be no further obligation upon the Board.

### **ARTICLE XIII – FRINGE BENEFITS**

- A. District shall pay eighty percent (80%) of the total insurance premium and the employee will be responsible for contributing twenty percent (20%) of the total insurance premium on a pre-tax basis. This contribution will be based on the subscriber's status – Full Family, Two Person, Single Subscriber or those not electing Health.

**Plan A:** For employees electing MESSA Health Insurance.

*Health:* Choices II

**Health:** Choices II

The co-pay on prescription drugs shall be according to the "Saver Rx" plan and there shall be a \$500/individual/\$1,000 family deductible for in-network and \$1,000 for individual and \$2,000 per family per calendar year for out-of-network. Also, there will be a \$20 office visit co-pay.

**Long Term Disability:**

70%

\$5,000 Maximum per month

Modified fill or 180 calendar days whichever is greater

Freeze on offsets

Alcohol/Drug – Same as any other illness

Mental/nervous – 2 years

COLA Provision

**Delta Dental:**

100:90/90/90: \$1,500 or if spouse has coverage by another carrier

50/50/50: \$1,000 (with sealant)

**Negotiated Life:**

\$45,000 Accidental Death and Dismemberment at Double Indemnity

**Vision:**

VSP-3 Plus

**Plan B:** for employees not electing MESSA Health Insurance.

**Long Term Disability:**

70%

\$5,000 Maximum per month

Modified fill or 180 calendar days whichever is greater

Freeze on offsets

Alcohol/Drug – Same as any other illness

Mental/Nervous – 2 years

COLA Provision

**Delta Dental:**

100:90/90/90: \$1,500 or if spouse has coverage by another carrier

50/50/50: \$1,000 (with sealant)

**Negotiated Life:**

\$45,000 Accidental Death and Dismemberment at Double Indemnity

**Vision:**

VSP-3 Plus

- B. The Board shall provide information about insurance benefits at the time of initial employment, and/or upon teacher request and shall enroll the person in the program of his/her choice. Teachers working less than half-time shall receive a proration of fringe benefits. If both husband and wife are both teachers in the system, one will be eligible for health benefits.

- C. The completion of a full contract year shall entitle a teacher to twelve (12) months of insurance benefit coverage. In the event of termination of employment following the school year the teacher shall be entitled to one (1) summer month coverage, at Board expense, for each semester, or major fraction thereof, completed during that school year.
- D. If a teacher is laid off, insurance benefits shall continue to remain in effect to the maximum extent possible through an underwriting company at the employee's expense. The teacher shall be responsible for contacting the Board's Insurance Office for the purpose of determining and satisfying all procedural requirements for such continued coverage, as well as the timing and manner of making premium payments.
- E. Teachers on an approved leave of absence may continue under group coverage for eighteen (18) months. During such time the teacher shall be responsible for submitting the full premium payments directly to the Board.
- F. Subject to the terms of the contracts with the respective insurance carriers, it is the intent of the parties that insurance benefits provided in Article XIII shall commence on the first (1<sup>st</sup>) compensate able workday for teacher and the coverage shall remain in effect continuously for the duration of this Agreement.
- G. It is agreed that teachers shall not knowingly cause the Board to provide health insurance coverage that is a duplication of such coverage already held by the individual teacher. The Association shall encourage teachers to voluntarily abide by this policy and shall assist the Board in its enforcement.
- H. The terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters including, but not limited, to benefits, eligibility and termination of coverage.
- I. The Board, by payment of the premium payments required to provide the coverage, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as above described. The failure of an insurance company to provide any of the benefits for any reason shall not result in any liability to the Board or the Association, nor shall such failure to be considered a breach by either of them of any obligation.
- J. Appropriate government documents and enrollments needed to comply with Section 125 of the IRS Code shall be done through the MESSA Option All Program or other District program.

#### **ARTICLE XIV – WORKERS' COMPENSATION**

- A. Workers' Compensation shall be provided as required by law. In addition, teachers drawing Workers' Compensation benefits shall supplement their weekly benefits up to a maximum of their gross weekly income by drawing on their accumulated leave banks. Such used leave days shall be charged to the employee's leave bank on a

pro rata basis. The maximum period of such full salary coverage shall be no longer than the qualifying period for long term disability coverage.

- B. The Board shall not be obligated to pay any such difference to a teacher who receives a cash settlement, i.e., a redemption in lieu of weekly payments of workers' compensation.
- C. Teachers on Workers' Compensation shall receive, for the first one hundred eighty (180) calendar days or the number of accumulated leave days whichever is greater, continued accrual (loading) or leave days. In the event disability continues beyond the waiting period (one hundred eighty (180) calendar days) of the Long Term Disability, the employee shall be placed on leave of absence and accrual and payment for leave days shall cease. Seniority shall continue to accumulate as if the employee were actually working. Full fringe benefit coverage shall be continued at Board expense for such teacher as long as they continue on Workers' Compensation.
- D. If a teacher is eligible for Workers' Compensation benefits, the teacher's position shall be held open for sixty (60) work days.

Upon the event of termination of eligibility of the teacher for Workers' Compensation benefits, whose position has been lost due to this clause, he/she shall be afforded the same rights as an employee requesting return from unpaid Leave of Absence in accordance with the return from leave provisions of the Agreement.

## **ARTICLE XV – PROTECTION OF TEACHERS**

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a pupil requires the attention of special services, social workers, law enforcement personnel, physicians, or other professional persons, the Board shall take steps to support the teacher with respect to such pupils.
- B. Subject to the policy and procedures developed and published by the building principal and faculty, a teacher may exclude a pupil from one (1) class when the grossness of the offense, persistence of the misbehavior, or the disruptive effect of the violation make the continued presence of the student in the classroom intolerable.

In such cases the teacher will furnish to the principal full written particulars of the incident, no later than the end of the school day, if at all possible, but no later than the morning of the following school day. The principal, within twenty-four (24) hours of receipt of such communication, shall communicate his/her disposition of the problem or indicate intent to act on the matter, in writing.

- C. Suspension of students from school may be imposed only by a principal or his/her designated representative. School authorities will endeavor to achieve correction

of student misbehavior through counseling and interviews with the child and parent, when warranted.

Transfer of the student to another teacher will be discussed with the teachers involved, or other measures short of suspension will first be exhausted. In the development of pupil placement assignments, consideration will be given for pupils who are being serviced by the school social worker. Efforts will be made to divide these pupils as equitably as possible among classroom teachers. All available resources of the school will be taken into account.

- D. Complaints directed toward a teacher shall be called to the teacher's attention if: a permanent record is to be made of such a complaint; such complaint may lead to disciplinary action at a later date; or be used for teacher evaluations. If a complaint is to be investigated by the administrator, the teacher shall be advised of the pending investigation, prior to and during the investigation, and shall receive a written disposition of the results of the investigation. Building administrators are encouraged to review, with the teacher, any complaint, which may jeopardize that teacher's professional standing.
- E. If any teacher has a complaint against him/her lodged with the police department, or issued as a result of any action taken by the teacher while in the performance of his/her regularly assigned duties and performing properly, lawfully, and in accordance with written Board policy and written administrative regulations, the Board shall refer the matter to its insurance carrier with the request that all necessary assistance be rendered to the teacher in his/her defense.
- F. Time lost by a teacher in connection with a complaint or suit, as mentioned in this Article, shall not be charged against the teacher should the teacher be found innocent of the charge dismissed.
- G. Should a teacher incur injury or damage to himself/herself or his/her personal property, for which the teacher is not negligent, as a result of an accident suffered in the course of his/her employment, the Board shall refer the claim to the insurance carrier for appropriate disposition.

If the disposition results in a claim being paid by the Board's insurance carrier, any deductible required will be paid by the Board.

Such protection shall also apply to loss of personal property as long as:

1. Prior notice and written approval of the principal has been obtained for the use of said property in the building.
2. Loss is the result of forced entry into the area where the property was locked up and/or stored.

Both parties recognize the need for consideration of possible measures to provide greater security for teacher property. Therefore, both parties agree to confer during the term of this Agreement to attempt to resolve this mutual concern.

- H. Teachers authorized to participate in school activities before or after school hours shall be regarded as extensions of employment for purposes of insurance coverage.
- I. A teacher shall at all times upon his/her request be entitled to the presence of a representative of the Association when he/she is being reprimanded or disciplined for any delinquency in professional performance. Whenever a teacher is called to a meeting with administrators and the purpose of the meeting is to impose discipline or where the meeting could result in disciplinary action, the administrator shall first advise the teacher of such purpose or possibility and advise the teacher of his/her right to representation. When a request for a presence of an Association Representative is made by the teacher or administrator, no action shall be taken with respect to the teacher until such representative of the Association is present. Such representation must be provided within two (2) school days.
- J. By mutual appointment, every teacher, accompanied at his/her request by a representative of the Association, shall have the opportunity to review the following documentation in his/her official personnel folder, located in the Personnel Office in the presence of an administrator.
  - a. Any document prepared by the teacher.
  - b. College transcripts.
  - c. Any progress or evaluation forms prepared by the Principal or Supervisor
  - d. Other miscellaneous documents which, in the option of the administration, are not privileged or confidential.
- K. No teacher shall be disciplined for a reason that is not arbitrary or capricious. The term discipline as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, discharge; or other actions of a disciplinary nature.

Any such actions shall be subject to the grievance procedure as described in Article XVII. Any statement and notice given to a probationary teacher, pursuant to Michigan Tenure of Teacher Act shall be fully effective for the purposes of such Act, whether or not a grievance is instituted pursuant to this paragraph.

- L. The Board and the Association recognize the ability of pupils to progress and mature academically. Teachers shall continue to have the right and responsibility to develop and implement teaching styles, techniques, and procedures that are consistent with sound educational practices and are within established Board of Education policies.
- M. Any counseling or treatment recommended through the Employees' Assistance Program will be conducted in a private and confidential manner. It is understood that staff members of the diagnostic/treatment agency will not participate in any discipline or grievance procedure, and subject to the law, will not release information regarding any individual unless that employee has voluntarily signed a release form.
- N. Teachers shall be advised if a communicable health problem exists in their building to the extent permitted by law and the administrative regulations of state and federal agencies with jurisdiction over such matters.



- O. Latex gloves will be made available to all staff for their use.
- P. No teacher shall be required to report for work on days where official notification has been made closing Southfield Public Schools or directing the staff not to report on work days when school is not in session.

#### **ARTICLE XVI – NEGOTIATION PROCEDURES**

- A. The parties will undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiators nor bargaining representatives of the other party, and each party may select its representatives from within or outside the School District.
- C. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board, when such meetings have been arranged by mutual consent, shall be released from regular duties without loss of salary or leave days.

#### **ARTICLE XVII – PROFESSIONAL GRIEVANCES**

- A. A grievance is a contractually defined mechanism which is designed to resolve disputes that arise during the term of this agreement involving:
  - 1. Alleged violation, misinterpretation or misapplication of this Agreement.
  - 2. Disciplinary action or dismissal.
- B. All grievances shall be handled by the following procedures:

##### Step 1:

The teacher shall within five (5) days of the alleged occurrence, discuss the grievance informally. A teacher not satisfied with the results of the personal conference with his/her supervisor may take his/her grievance to the Association Representative for consultation.

The Association, upon consideration, will determine whether or not to represent the teacher. If the Association decides to represent the individual, the Association Representative may visit the supervisor within five (5) days of the alleged violation in a further effort to resolve the grievance.

##### Step 2:

If the grievance is not resolved at Step 1, it shall be reduced to writing, clearly stating the claimed basis for the grievance and shall be signed by the teacher and presented to the supervisor in duplicate by the Association Representative within

five (5) school days after the informal conference between the teacher and the supervisor, under Step 1 of this procedure.

Within five (5) school days after receiving the written grievance, the supervisor shall communicate his/her decision, in writing, together with the supporting reason to the Association.

Step 3:

Within five (5) school days after delivery of the supervisor's decision, the grievance may be appealed to the Superintendent, or his/her designee, by the Association. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions.

A hearing on such grievance may be conducted. In the event the superintendent's designee serving as hearing officer is also the person that is being grieved, the superintendent shall designate another designee to serve as a hearing officer for this grievance. Witnesses and cross-examinations may occur on the part of either party at such hearing. The decisions, in writing, together with the supporting reasons shall be made to the Association and to the supervisor within five (5) work days following the hearing on the matter.

Step 4:

If the grievance remains unresolved at the conclusion of the previous step, it may be submitted to binding arbitration at the request of the Association, provided written notice of the request for submission to arbitration is delivered to the Superintendent within ten (10) school days after the date of the response of the Superintendent at the previous step. Arbitration is not available to grievances that arise after the expiration of this agreement.

The arbitrator shall be selected through the American Arbitration Association in accordance with its rules. The arbitrator shall render his/her opinion only with respect to the particular grievance submitted to him/her and such opinion shall be binding upon both the Board and the Association.

The arbitrator's fee and expense shall be shared equally by the Board and Association.

- C. If a grievance arises from the alleged action of authority higher than the immediate supervisor, the grievance may be originally presented at the appropriate step of the grievance procedure. The supervisor shall receive a copy of the grievance from the Association Representative.
- D. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits, shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given. Failure to comply with the time limits in any step of the grievance shall bar the grievance. Failure to file a grievance within the time specified shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision and shall bar future

appeal. Time limits may be extended in any specific instance by mutual agreement, in writing.

- E. Nothing contained herein shall be construed to prevent any individual 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 the opportunity to be present at such adjustment of the grievance after Step 1.

In the event that the Association refuses to represent or withdraws representation of a grievance, such grievance shall not be subject to the final step of binding arbitration.

In cases of an individual teacher electing to represent himself/herself in a grievance, the term Association or Association Representative shall mean teacher.

- F. In all steps of this procedure, it is understood that the Association, except as provided in Section E above, the supervisor, and the Superintendent may request other persons to be present.
- G. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities.
- H. If the Board and/or its representatives believe there has been a violation of a specific Article or Section of the Agreement, it may so notify and confer with the Association as to a resolution of this issue.
- I. It is understood that if any teacher files a charge with a governmental agency such as the Equal Employment Opportunity Commission, the Michigan Civil Rights Commission, the Michigan Employment Relations Commission, the Michigan Employment Security Commission, the Michigan Department of Labor Bureau of Workers' Disability, the Michigan Tenure Commission, and/or a similar state or federal agency, said charge shall not be subject to arbitration under this Agreement. It is further understood that the employer reserves the right to set aside the findings and conclusions of any arbitration award where the employee files with the aforementioned governmental agencies on a charge previously determined by arbitration within a twelve (12) month period, except that if related issues were raised in the petition for arbitration, the findings and conclusions of said issues shall continue to be binding.

## **ARTICLE XVIII - CONTINUITY OF OPERATIONS**

During the term of this Agreement the Association will not authorize, sanction, condone or acquiesce in nor will any members of the bargaining unit take part in any strike as defined in Michigan Public Act 336 of 1947 as amended by Michigan Public Act 112 of 1995. In the event of any strike in violation of this Agreement, the Association will post

notices immediately at any or all schools affected advising that such strike is unlawful, in violation of this Agreement, and unauthorized by the Association; and the Association shall advise the striking teachers to return forthwith to their regular duties. The Association shall further take any and all other action reasonably within its power to bring the strike to an end. If the Association takes the foregoing steps and has not acted in violation of its obligations under this Article, it shall not be liable in any way for such strike.

## **ARTICLE XIX - DURATION**

This Agreement shall be in effect commencing on August 12, 2010 and terminate on June 30, 2013.

During the duration of this Agreement the Board and the Association agree to reopen negotiations annually pertaining to all economic matters contained within this Agreement.

### **APPENDIX A-1 2010/2011 SALARY SCHEDULE**

<b>Steps</b>	<b>Years</b>	<b>BA</b>	<b>MA</b>	<b>Ma + 30</b>
1	0	37,909	40,331	43,060
2	1	39,046	41,541	44,352
3	2	40,785	43,282	46,091
4	3	42,240	44,949	47,752
5	4	44,118	47,032	49,940
6	5	48,907	52,021	54,937
7	6	52,008	55,149	58,061
8	7	54,935	58,270	61,173
9	8	58,268	61,599	64,403
10	9	61,387	68,472	71,274
11	10	64,929	72,209	75,127
12	11	68,563	81,574	84,487

2011/2012

Salary Schedule same as 2010/2011. There will be no experience step increases received. Each teacher's annual salary amount will be reduced by two and one-half percent (2½%).

2012/2013

Salary Schedule and annual salaries will be determined through negotiations with the 2011/2012 salary schedule as the base point.

### **APPENDIX A-2 - LONGEVITY**

Teachers who have been employed for fifteen (15) or more years with the Southfield Public Schools shall receive an annual longevity payment according to the following schedule:

Years of Service 2010-2013:

15 – 19 years	\$ 875.00
20 – 24 years	\$ 975.00
25 – 29 years	\$1,075.00
30 or more years	\$1,175.00

These payments shall be paid in December of each year. Payments shall be based on teachers having completed fifteen (15) years of service on June 30, prior to the December payment.

### **APPENDIX A-3 – RETIREMENT**

Teachers retiring from the Southfield Public Schools who are eligible for State Retirement Benefits and have a minimum of thirty (30) unused leave days in their personal leave bank shall receive a payment of Thirty Dollars (\$30.00) for each unused leave day remaining up to a maximum of two hundred (200) days.

These payments shall be paid in December of each year. Payments shall be based on teachers having completed fifteen (15) years of service on June 30, prior to the December payment.

### **APPENDIX B-1: VOLUNTARY ASSIGNMENTS**

This appendix provides a pay scale for voluntary assignments in addition to contractual obligations outside the regular school day (exclusive of lunch hour, preparation time, etc.) as listed below in dollar amounts:

<b>SENIOR HIGH SCHOOL</b>	<b>STIPEND</b>
Activities/Athletic Director	5000
Football	5000
Assistant Football	2700
Basketball	5000
Assistant Basketball	2700
Swimming	4200
Assistant Swimming	2200
Baseball	4200
Assistant Baseball	2200
Track	4200
Assistant Track	2200
Wrestling	4200
Assistant Wrestling	2200
Hockey	4200
Assistant Hockey	2200
Golf	3600
Assistant Golf	1600
Cross Country	4200
Assistant Cross Country	1600
Tennis	3600

Assistant Tennis	1600
Volleyball	4200
Assistant Volleyball	2200
Softball	4200
Assistant Softball	2200
Soccer	4200
Assistant Soccer	2200
*Intramural Coordinator	700 per season
Debate	5000
Assistant Debate	1600
T.V. Production	1700
Dramatics Director	3700
Dramatics Producer	3700
Dramatics Technical Director	1500
Competitive One-Act Plays	1100
Band	5000
Vocal Music	4200
Student Congress	1700
Cheerleading	1900 per season
Lathrup Lovely Ladies (SLHS only)	800
Project Women	800
Project Manhood	800
Assistant Cheerleading	1400 per season
Pompon	2200 per season
Yearbook	1700
Newspaper	1700
Radio Sponsor	1700
Faculty Manager	2700
Forensics	900
Assistant Forensics	700
National Honor Society	700
Musical Orchestra Director	900
Musical Vocal Director	900
Musical Choreographer	900
Orchestra Director	700
Senior Class Sponsor	1400
Junior Class Sponsor	900
Sophomore Class Sponsor	800
Freshman Class Sponsor	700
Techno Jays Advisor 1	2600
Techno Jays Advisor 2	700
Engineering Academy Activity Sponsor	1600
Health Academy Activity Sponsor	1600
Arts Academy Activity Sponsor	1600
Business Academy Activity Sponsor	1600
School Store - DECA	900
Dance Company Director	800
Academic Support Coordinator	2700
Assistant Music Vocal Director	800
Intramural Athletic Sponsor (SRAC)	800
High School Activities Sponsor (SRAC)	800

Project Advance Class Sponsor (SRAC)	800
Middle School Activities Sponsor (SRAC)	800
Administrative Discretionary Points	1600
(ONE (1) YEAR POSITIONS: EACH YEAR MUST BE POSTED)	
Webmaster	800

\*In order to qualify for this position, a school must sponsor a three (3) season program. A coordinator cannot serve the dual roles of Coach or Assistant Coach and coordinator at the same time.

<b>MIDDLE SCHOOL</b>	<b>STIPEND</b>
Activities Coordinator	900
Basketball Coach	600
Volleyball Coach	900
Track Coach	900
Softball Coach	900
Swimming Coach - Combined	700
Wrestling Coach - Combined	700
Baseball Coach-Combined	900
Student Council	900
Band (At least one performance per year)	900
Newspaper (Must provide a minimum of 5 issues)	750
Vocal Music	600
Yearbook	750
Orchestra (At least one performance per year)	800
Dramatics	900
Intramural Coordinator	900
**Intramural Activities Sponsor	700
Newspaper Typist	300
Beta Club	900
Cheerleading	700

\*\*Not to exceed sixteen (16) sponsors per year per building.

In the event that Interscholastic Sports Programs are reestablished during the term of this Agreement, the rate of pay for coaches shall be determined by agreement between the Board and the Association.

<b>K-8 SCHOOL</b>	<b>STIPEND</b>
Activities Coordinator	900
Basketball Coach	1600
Volleyball Coach	900
Track Coach-Combined	900
Softball Coach	900
Band (Total) (At least one band performance per year)	900
Newspaper (Must provide a minimum of 5 issues)	800
Vocal Music	600
Yearbook	750
Orchestra (Total) (At least one performance per year)	800
Dramatics	900
Intramural Coordinator	900

Intramural Activities Sponsor	700
Newspaper Typist	300
Wrestling – Combined	700
Baseball – Combined	900
Safety Patrol	900
Service Squad	900
Student Council	900
Sports Coordinator (1 position for all K-8/ Middle School buildings)	700
Cultural Club	600
Cheerleading	700
Beta Club	900
Instrumental Music	600
Art Coordinator	600
*Special Projects Coordinator (Not to exceed 8 Coordinators)	700 per coordinator
Read Across America Coordinator	350
Academic Competition	700
Webmaster	700

#### **ELEMENTARY SCHOOLS**

#### **STIPEND**

Safety Patrol	900
Service Squad	900
***Activities Coordinator	900
Student Council	900
Instrumental Music	600
Vocal Music	600
Newspaper Typist	350
Art Teacher	600
Intramural Activities Sponsors	700
Academic Competition	1400
Orchestra (At least one performance per year)	600
Special Projects Coordinator (Not to exceed 8 Coordinators)	700 per season
Read Across America Coordinator	350
Webmaster	700

\*\*\* (May include newspaper but with no clerical duties: Minimum of three issues).

\* Only one coordinator per special project

#### **Procedures:**

1. Payments for each assignment will be made in two installments (1) June and (1) December.
2. Payments for a particular position shall be made to one (1) person. Exceptions may be made at the request of the individual(s) upon approval of the Supervisor of Personnel.
3. Positions shall be filled on a voluntary basis with recommendations from the building administrator and approval of the Board of Education. Continuation of Appendix B salary positions cannot be guaranteed if programs are curtailed by the Board.



4. All teachers regularly employed in the Southfield Public Schools shall be given first priority for appointment under Appendix B.
5. A teacher shall not hold more than one (1) Appendix B position per year, as long as there are other teachers of equal or better qualifications and who are willing and able to accept those positions.
6. Any positions not presently on Appendix B should not begin operation until they are approved by the Board of Education.
7. Individuals selected for Appendix B positions shall be required to sign the Appendix B supplemental salary contract.
8. All Appendix B positions shall be vacated annually and/or seasonally.
9. The Activities Director, Head Coaches and Assistant Coaches shall meet the following qualifications:
  - a. The Activities/ Director(s) shall hold a valid Michigan Teacher's Certificate; be able to meet and accept the assigned responsibilities of the position; have had previous experience in extra-curricular activities; shall have training/experience and/or demonstrated ability in program/activities--planning, organization, and implementation; and Budget Management.
  - b. Head Coaches shall have the ability to organize and supervise a total sports program; have had previous successful coaching experience in the assigned sport (includes student growth, development and learning; social and psychological aspects of coaching; skills, tactics, and strategies; and injury prevention, care and management); have substantial knowledge of the technical aspects of the sport and at the same time must continue to examine new theories and procedures pertinent to the field; knowledge of MHSAA rules, knowledge of NCAA Clearing House, willingness to assist athletes in obtaining scholarships, ability to monitor academic eligibility, evidence of recent knowledge and background in the assigned sport and must be able to meet and accept the assigned responsibilities of the position.
  - c. Assistant Coaches shall have had previous coaching experience in the assigned sport (desirable, not required); have evidence of recent knowledge and background in the assigned sport; willingness to accept direction of head coach relative to building the sports program and must be able to meet and accept the assigned responsibilities of the position.

**APPENDIX B-2**  
**SUMMER SCHOOL/SUMMER CURRICULUM WORKSHOP/AFTER SCHOOL DETENTION/  
IN-SERVICE RATES**

The In-Service rates shall be as follows:  
\$29.45

### Appendix C 2011-2012 Calendar

168 Pre K-8 Student Days  
170 HS Student Days

179 Teacher Days\*

#### 2011

August 30	Teacher Welcome- Professional Development Day	Tuesday
August 31	District-Wide: Professional Development - Building Based AM/ Teacher Preparation PM	Wednesday
September 1	Teacher Preparation Day	Thursday
September 2-5	Labor Day Recess – No School	Fri /Mon
September 6	All Students Report – Full Day – First Day of School	Tuesday
November 8	Records Day – ALL PreK-8 – No School High School in Attendance	Tuesday
November 23	Conference Compensation Day – No School	Wednesday
November 24-25	Thanksgiving Recess – No School	Thurs/ Fri
December 16	Winter Recess – End of School Day	Friday

#### 2012

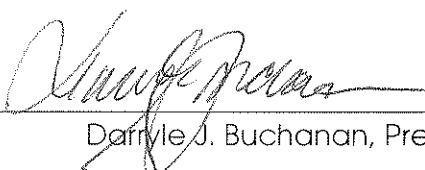
January 3	Classes Resume	Tuesday
January 16	Dr. Martin Luther King, Jr. Day – No School	Monday
January 17-18-19	High School Exams – Half (1/2) Day AM All High School Students All Pre K-8 in Attendance	Tues/Wed/ Thurs
January 20	Records Day – No School	Friday
January 23	Second Semester Begins	Monday
February 17	Mid-Winter Recess – End of School Day	Friday
February 27	Classes Resume	Monday
March 6-7-8	Building Based Professional Development Days/Proctor: for High School Only High Schools – Only 11 <sup>th</sup> Grade Reports for ACT/MME Testing Pre K – 8 – In Attendance	Tues/Wed/Thurs
March 30	Spring Recess – End of School Day	Friday
April 9	Classes Resume	Monday
May 25	Conference Compensation – No School	Friday
May 28	Memorial Day – No School	Monday
June 6	Last Student Day for Pre K-8 Students	Wednesday
June 7-8-11	Building Based Professional Development Days for Pre K – 8 Teachers Only	Thurs /Fri/Mon
June 8-11-12	High School Final Exams – Half (1/2) Day AM All High School Students	Fri /Mon/Tues
June 12	Last Half (1/2) Day AM for High School Students Teacher Records Day – No Students - Pre K-8 Teacher Records Day Half (1/2) Day PM – No Students – High School	Tuesday
June 13	Teacher Records Day – No Students Pre K-12 Teachers not required to report if responsibilities are complete.	Wednesday

\*During the months of September, October, November, January, March, and April - one (1) hour of Professional Development Monday meetings will be held after school on the fourth (4<sup>th</sup>) Monday of these months and the third (3<sup>rd</sup>) Monday of the month of May. (Equivalent to one (1) Teacher Day)

In order to meet state requirements for 1,098 minimum hours of instruction, 38 hours of Professional Development shall be used as instructional hours as provided by state law.

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

BOARD OF EDUCATION OF THE SOUTHFIELD PUBLIC SCHOOLS,

BY   
Darryle J. Buchanan, President

BY   
Rance D. Williams, Secretary

SOUTHFIELD EDUCATION ASSOCIATION,

BY   
Lori Tunick, President

BY   
Gerald Haymond, Executive Director

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