

**AGREEMENT**

between the

**SOUTHGATE ALTERNATIVE EDUCATION  
ASSOCIATION MEA/NEA**

and the

**SOUTHGATE COMMUNITY SCHOOL DISTRICT**

**JULY 1, 2011 - JUNE 30, 2013**



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## **PREAMBLE**

THIS AGREEMENT entered into on September 13, 2011 by and between the Southgate Community School District, hereinafter referred to as the "School District," and Southgate Alternative Education Association, hereinafter referred to as the "Union." The building where Southgate Adult and Community Education program resides hereinafter will be referred to as "SACE" or "Union".

## ARTICLE I RECOGNITION

- 1.1** The School District hereby recognizes the Union as the exclusive and sole bargaining representative for all full and part time certified teachers, teaching in the alternative education program, [SACE program] excluding advisors and all others.
- 1.2** The School District agrees not to negotiate with any teachers' organization other than the Union for the duration of this Agreement.
- 1.3** The terms "employee" or teacher" when used hereinafter in the Agreement shall refer to all employees in the bargaining unit as defined above.

## ARTICLE II MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

2.1 All teachers as a condition of continued employment shall either:

- A. Sign and deliver to the Payroll Office an assignment authorizing deduction of membership dues and assessments of the Union (including the Local, National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year. Such sums shall be deducted equally from each pay starting with the second pay in the school year and ending with the 20th pay of the school year from the salary of all teachers authorizing deductions and remitted each pay day to the Union. Teachers joining the Union at the beginning of the second semester and signing and delivering to the Personnel Office an assignment authorizing deduction of said membership dues, will have dues for that semester deducted from the pay periods commencing with the first pay of February, in the same manner as above, or
- B. Pay to the Union a representation fee to be established by the Union but in no event greater than the Union's regular dues. Such sums shall be paid, or upon written authorization deducted equally from each pay, starting with the first pay of October through the last pay of the school year from the salary of all teachers authorizing deductions and remitted each pay day to the Union. Teachers beginning their employment at the beginning of the second semester and signing and delivering to the Personnel Office an assignment authorizing deduction of said representative fees will have fees for that semester deducted from the pay periods commencing the first day of February in the same manner as above.
- C. Teachers at any other time of the year must pay dues or service fees on a prorated basis. These dues or service fees may be paid as outlined in 2.1 A or B.
- D. Failure of a teacher to make prompt payment of the dues or representation fee shall be recognized as reasonable and just cause for discharge by the School District provided:
  - 1. The Union shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the School District in the event compliance is not effectuated.
  - 2. If the teacher fails to comply, the President of the Union may file and must sign charges in writing, with the School District, and shall request termination of the teacher's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.

MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS (continued)

3. The School District, only upon receipt of said charges and request for termination, shall conduct a meeting on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Teacher Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges shall be withdrawn.
- 2.2** A discharge pursuant to this Article shall be at the end of the school year during which non-compliance has occurred. Provided, however, a teacher contesting the validity or legality of this article shall not be discharged until the teacher has exhausted all legal remedies.
- 2.3** The Union shall return any and all dues or service fees to the School District which have been deducted and remitted to the Union in error.
- 2.4** The discharge of a teacher for failure to pay Union dues or agency shop fees shall not be subject to the grievance procedure.
- 2.5** Upon written authorization from the teacher, the School District shall deduct from the salary of any teacher and make appropriate remittance for voluntary contributions to annuity plans which have been approved by the parties, credit union, savings bonds, United Foundation donations, or any other plans or programs jointly approved by the Union and the School District. Additional annuity plans shall be available for payroll deduction upon the joint approval by the Union and the School District.
- 2.6** AGREEMENT OF INDEMNITY: The Union shall relieve the School District of any financial exposure due to enforcement of the agency shop provision. It is agreed that in the event a teacher is notified of the discontinuation of employment under Article 2.1 D of the contract and the teacher shall contest the same, the Union shall bind itself to pay any expenses, costs, fees, obligations, or losses of any kind which may rise in connection with any phase of said contest. Legal counsel in any connection arising under this provision shall be selected by the Union.



## ARTICLE III DISTRICT RIGHTS AND RESPONSIBILITIES

- 3.1** The District, on its own behalf and on the behalf of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
- A. To the executive management and administration control of the school system and its properties and facilities, and the activities of its employees.
  - B. To hire all employees, and subject to the Provisions of the law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and to transfer all such employees.
  - C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the School District.
  - D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature, subject to the provisions of Article 7.1.
  - E. To determine and set the school calendar, class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and nonteaching activities, and terms and conditions of employment.
  - F. To direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations;
  - G. To determine the size of the work force and increase or decrease its size
  - H. To hire new employees, to assign and lay off employees;
  - I. To establish and change work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed
  - J. To discipline, suspend, and discharge employees covered by the teacher tenure act for any reason not arbitrary and capricious.
- 3.2** The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the School District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan, and Constitution and laws of the United States.
- 3.3** This Agreement shall be published and paid for by the School District and made available to each member of the Bargaining Unit. The Union accepts full responsibility for the distribution of the Agreement and the orientation of its membership as to the provisions.
- 3.4** This Agreement will be published and distributed within a reasonable time of ratification by both parties

## **ARTICLE IV UNION AND TEACHER RIGHTS**

- 4.1** The Union may use school rooms or multipurpose rooms without charge after school hours from Monday through Friday during the period that school is in session and when custodians are normally in the building. If it is necessary to open a building especially for the Union, the fee charged will cover only the cost of the custodial services, plus a charge of \$15.00 for each use of a gym or auditorium unless such charge is waived by the Superintendent. The Union shall be liable for damages to school property in the area being used by the Union, if caused by the Union's use. All applications for the use of school buildings will be made in writing to the Superintendent at least two weeks prior to the date of intended use whenever possible.
- 4.2** After the close of the regular school day, the second and fourth Friday of each month shall be set aside for Union meetings or such other times as mutually agreed upon by the Union and the District, except when there is a conflict with prescheduled advisor or cabinet meetings.
- 4.3** Duly authorized representatives of the Union shall be permitted to visit school premises to transact official Union business at reasonable times, provided that this shall not interfere with or interrupt normal school operations or activities. Such union representatives shall first notify the Superintendent and Building Principal.
- Computer and copying facilities will be made available to the Union for their use after school hours, for the purpose of producing official association notices, announcements and other such items of an official and professional nature. The Union shall pay for the reasonable cost of all materials and supplies incidental to such use and shall provide the building administrator with a copy of the notice, announcement, etc. signed by an officer of the Union.
- 4.5** The Union shall have the use of bulletin boards in each faculty lounge. The School District reserves the right to also post notices, informational material and other communications they deem necessary on the same bulletin boards. The Union building representatives shall be responsible for the posting of Union material and the content thereof.
- 4.6** The School District agrees to fulfill any reasonable request for available information concerning the financial resources of the School District, tentative budgetary requirements and allocations, and such other available information as will assist the Union in developing accurate, informed and constructive proposals, together with such available information that may be necessary for the Union to process efficiently any grievance in the grievance procedure.
- 4.7** Teachers shall be permitted to wear the insignia pin of the Union.

## UNION AND TEACHER RIGHTS (continued)

- 4.8** The Union shall have the right through its building representatives to place material relating to the official business of the Union in the teachers' mailboxes. Material libelous to the School District employees or Board of Education members shall not be permitted and a copy of all material placed in teachers' mailboxes, signed by an officer of the Union, shall be provided by the Union to the building administrator before being distributed.

In order to facilitate a more harmonious implementation of the teachers' contract, a conference may be arranged once a month between the Union and the Superintendent and/or designated representative within five (5) days of the request of either party. A special conference may be arranged by mutual consent of both parties. Arrangements for such conferences shall be made in advance and an agenda of the matters to be discussed shall be presented at the time that the conference is requested. Matters discussed during this conference shall be restricted to those items listed on the agenda. Conferences under this subsection will be at no cost to the School District, if held outside of regular duty hours.

- 4.10** The Union shall be advised by the School District of any new or modified budgetary or tax programs under consideration, and the Union shall be given an opportunity to consult with the School District with respect to the proposed annual budget prior to its adoption and general publication. The authority to adopt all parts of the annual budget of the School District resides exclusively with the Board of Education and shall not be the subject of mandatory negotiation with the Union, nor subject to any proceeding under the grievance procedure.
- 4.11** The Union shall have the right to be heard at all regular School Board meetings and shall be placed on the agenda under the heading "Current Business". Agendas and all supporting documents (presently entitled Enclosures A and B) not considered restricted information, for all School Board meetings will be sent to the President's school mailbox at the same time that School Board members are sent theirs. The School Board will have the option of tabling any new items brought forth by the Union until such time as it has had ample opportunity to acquaint itself with all the facts pertaining to such items, preferably no later than the next regular School Board meeting. In order to improve communications, copies of all School Board minutes shall be sent to the President and be posted in each faculty lounge no later than one week from the time of approval.
- 4.12** The Union shall be allowed to have a telephone installed in the President's teaching station, providing it does not conflict with classroom activities. Cost of installing and providing such telephone service shall be borne by the Union.

## UNION AND TEACHER RIGHTS (continued)

- 4.13** The Union President, or designee, shall be granted a maximum of nine (9) school days each year of this Agreement, without loss of salary, for the purpose of attending to Union business. The Union President must, however, notify the Superintendent and Building Administrator of the Union business two (2) school days prior to the absence and no more than three (3) consecutive school days may be taken at one time. The President may request an additional nine (9) days, without pay, from the Superintendent, or designee. If additional days are granted, then the Union shall promptly pay the School District for the cost of the substitute teacher. It is expected that this time will be used to benefit both the Union and the District by improving personnel relations.

**ARTICLE V TEACHING LOAD**

**5.1** Prior to the opening day of school, the Superintendent will issue the starting and closing times for all the schools. Monday – Thursday classes: The starting and closing times shall be scheduled between the hours of 8:45 a.m. and 9:25 p.m. Friday classes: The starting and closing times shall be scheduled between the hours of 8:45 a.m. and 3:00 p.m. The starting and closing times for any Juvenile Justice teacher shall be scheduled between 8:30 a.m. and 12:30 p.m. Monday through Thursday.

No teacher shall be required to report for duty earlier than ten (10) minutes before the opening of their school day, except as provided specifically in the other sections of this Master Agreement. Teachers shall be permitted to leave after the close of their school day, except as provided specifically in other sections of the Master Agreement.

Permission for earlier leave may be granted by the Building Supervisor. Starting times and closing times will be posted in the teacher’s lounge.

**5.2 The work day for Monday through Thursday shall be as follows:**

**A.** The work day at SACE Monday through Thursday, subject to the individual appointed schedule shall be:

8:45 a.m. -10:35 a.m.	Student instructional time begins
10:35 a.m. – 11:10 a.m.	Lunch
11:10 a.m. – 1:00 p.m.	Student instructional time
1:10 p.m. – 3:00 p.m.	Student instructional time
3:10 p.m. – 5:00 p.m.	Student instructional time
5:00 p.m. – 5:40 p.m.	Dinner
5:40 p.m. – 9:25 p.m.	Student instructional time

**B.** The work day at SACE for Friday subject to the individual appointed schedule shall be:

8:45 a.m. - 10:35 a.m.	Student instructional time begins
10:35a.m. – 11:10a.m.	Lunch
11:10a.m. – 1:00p.m.	Student instructional time
1:10p.m. – 3:00p.m.	Student instructional time

In addition, teachers shall have a duty-free lunch period of thirty-five (35) minutes scheduled during the work day. Teachers shall have duty-free lunch periods equal to a student lunch period.

## TEACHING LOAD (continued)

- 5.3 TRADITIONAL SCHEDULE** The weekly full-time teaching schedule for SACE shall consist of a range of not less than six (6) - 60 hour per semester classes to not more than nine (9) - 60 hour per semester classes. Those employees working such a schedule shall be considered full time. Flexible weekly teaching load assignments may be implemented upon the agreement of the Director and the Union. Those employees working a comparable amount of hours shall be considered full time including those who work additionally as advisors.
- 5.4** It should be the goal that teachers not be assigned more than four (4) different subject preparations per week. In the event a teacher is assigned more than four (4) subject preparations, the teacher and administration shall meet and confer to discuss the reasons for exceeding such goal.
- 5.5** No teacher shall be assigned to supervise a student teacher without the consent of the teacher.

## ARTICLE VI STUDENTS WITH DISABILITIES AND SPECIAL NEEDS

- 6.1** Both parties agree that teachers and administrators will actively seek assistance for students with disabilities or special needs. The seeking of such professional assistance shall not reflect upon the teaching ability of said teachers(s).

## ARTICLE VII TEACHING CONDITIONS

- 7.1** The School District recognizes that appropriate texts, maps, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, standardized tests and questionnaires, safety equipment, and similar materials are the tools of the teaching profession. The principals and their staffs shall confer at least once a year for the purpose of improving the selection and use of such educational tools. The School District shall continue to keep the schools reasonably and properly equipped and maintained insofar as financially feasible.
- 7.2** Teachers shall have the use of available computers and all duplicating and copying equipment in the building for preparation of instructional material. All damaged and malfunctioning equipment shall be reported to the building Administrator immediately for proper maintenance and repair.
- 7.3** The School District shall make available in each school at least one room, cleaned daily, appropriately furnished, which shall be reserved for the use as a faculty lounge. A refrigerator and microwave may be installed for the use of the teachers at no expense to the School District, and it will be the responsibility of the Union to keep this equipment clean. A work table or desk and an available computer shall be provided in either the faculty lounge or other work room provided in the building. The furnishings shall be cleaned, repaired yearly, and replaced if necessary.
- 7.4** Telephone facilities at SACE shall be made available to teachers for their reasonable use for transaction of school business. A direct line shall be available in the SACE teacher's lounge for teachers' exclusive use. All calls shall be recorded on the forms provided with the teacher's name, number called, and date of call. The forms will be located next to the phone.
- 7.5** The School District will continue to provide off-street parking facilities where they now exist, adequately maintained, for teachers use.
- 7.6** The School District will provide for each teacher a desk, storage, and access to a working computer, printer, and current grading software.
- 7.7** The School District shall provide for machine scoring of tests of a standardized nature (reading, IQ, achievement, aptitude) when feasible from the standpoint of the number of students being tested.
- 7.8** Teachers shall not be required to do major repair work or replacement work on property and equipment.
- 7.9** The School District and the Union mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the School District shall provide within financial means a teacher reference area in each school.



## TEACHING CONDITIONS (continued)

- 7.10** Announcement of all professional workshops and conferences shall be posted on the bulletin board in the teacher lounge when received.

Upon approval of the Administration and Superintendent and within budget limitations, a teacher may be permitted to attend and participate in a professional conference or workshop, and the School District will pay the teacher's reasonable expenses, such as registration fees, transportation, meals, and lodging.

- 7.11** In the case of future annexation and/or consolidation, all teachers shall come into the School District with tenure status provided for in Michigan's Teacher Tenure Act.

- 7.12** Whenever possible, teachers with laboratory preparation will have access to the facilities of their rooms. The final determination will be made by the Director.

- 7.13** Recognizing the importance of School-Community relations, teachers are expected to help plan, attend and participate in parent-teacher meetings, open houses, school programs, and activities as part of their professional responsibility and commitment to school improvement.

Parent conferences will be held once each semester on a Friday from 4:00 p.m. until 7:00 p.m. on a date designated in the predetermined school calendar. Teachers will be compensated at their regular rate for the three (3) hours of the conferences. If a teacher cannot attend conferences, they are expected to confer with parents on their own time and without pay.

If a teacher is required to attend any school function, such as those listed above, teachers will be compensated at their hourly rate for such sessions for attendance. This shall include all events at which the teacher's attendance is required. Teachers shall be paid only if notified in writing that such attendance is required.

- 7.14** School rooms will be used for school functions first rather than released for other purposes. No rooms used for other purposes shall be allowed to disturb or disrupt in any way rooms used for classes in session.

- 7.15** Teachers may be required to sign in at the time of arrival at the building and may be required to sign out at the time of departure. Teachers will also sign out for all field trips and will sign out when taking students out of the building.

- 7.16** A teacher who performs substitute duties will be compensated at the teacher's hourly rate of pay.

- 7.17** A teacher engaged during the school day in any professional grievance hearings, including arbitration, shall be released from regular duties without loss of salary or accrued days for that time.

## TEACHING CONDITIONS (continued)

- 7.18** No student shall have access to teachers' keys. Teachers shall immediately report any lost keys to their Building Principal or Supervisor.
- 7.19** Scheduling of all weekend or holiday use of a building by a teacher or coach shall be in conformance with existing School District policy.
- 7.20** Teachers and children will be relocated within the building by the Principal or relocated/sent home by the Principal with the approval of the Superintendent when room temperature, ventilation, or other condition becomes incompatible with health and/or safety.
- 7.21** Every effort will be made to have all computer labs opened and staffed during the school hours each day, subject to available finances.
- 7.22** The creation and preservation of a safe, healthful, quiet, and comfortable classroom and general school facilities are necessary for the best interests of the children, the teachers and the furtherance of the educational process. Should the Union feel the above are inadequate or inadequately maintained, notice shall be given to the Building Principal for review.
- 7.23** Both teachers and the School District recognize the need for trust and cooperation in order to deal with school improvement activities. The process of site-based decision making and school improvement will be a cooperative effort using problem solving and a win-win philosophy. It is agreed that the basis for decisions will be the underlying standard, "What is best for students," and that the participation of teachers, administrators, parents, and other community members is necessary to become an exemplary school district and to meet the goals of the District's mission statement. A School Improvement committee may not modify the Master Agreement in whole or in part except by mutual written agreement by the Union and the Board.
- 7.24** Teachers shall not smoke on school property.
- 7.25** Teacher Professional Development. Each teacher shall spend thirty (30) hours during a weekday annually in professional development activities, excluding weekends unless otherwise mutually agreed.

It is agreed that the employer shall provide paid professional days for no less than 30 hours. Teachers shall observe all requirements for completion and submission of documents verifying professional development. The employer shall file the appropriate forms with the State of Michigan Department of Education to ensure the teachers receive continuing education units (SB-CEU's) for such days.

## ARTICLE VIII TEACHER EVALUATION AND PERSONNEL FILES

- 8.1** It is understood that the District has adopted an evaluation process applicable to all teachers in the District. Refer to the Professional Growth Evaluation Program Handbook effective Sept. 1, 2011 for the evaluation process and forms for employees represented by this contract. Copies maybe downloaded from the district website [www.southgateschools.com](http://www.southgateschools.com).
- 8.2** Upon teacher's request, the teachers shall be advised by the administration of the nature, purpose and location of all files that exist in the school system that may contain material pertaining to the teacher. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Union may, at the teacher's request, accompany the teacher in such a review. The review will be made in the presence of the Administrator responsible for the safekeeping of such files. Only privileged information such as confidential credentials and related personal references normally sought at the time of employment are exempted from such review. The Administrator shall remove such credentials and confidential reports from the files prior to the review of the file by the teacher.
- 8.3** No material shall be placed in the teacher's personnel file unless a teacher has had the opportunity to read the material. The teacher shall acknowledge that he/she has read such material by signing his/her name to the actual copies to be filed, with the understanding that such signature signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. The teacher shall have the right to answer in writing, with signature affixed, any material filed and the answer shall be attached to all copies. No material derogatory to a teacher's conduct, service, character, or personality which is not in the file shall be used against the teacher in recommendations to other schools' positions.
- 8.4** The teacher shall be permitted to add any professional evaluations or documents to his/her personnel file if so desired.
- 8.5** Reproduction of materials in the teacher's personnel file may be made with the exception of the initial and confidential employment materials and at no expense to the School District.
- 8.6** If a teacher wishes to release the information in his/her personnel file, excluding the initial employment materials, at the building level or Central Office, to any Union Representative or agent acting on the teacher's behalf, the teacher shall request the release in writing, with signature affixed, to the Administrator directly involved with the safekeeping of such records and files.

## ARTICLE IX DEPARTMENT COORDINATORS

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

- 9.1** Prior to June 1 of each school year, the administration shall select department heads for the following school year as follows:
- A. English
  - B. Mathematics
  - C. Science
  - D. Social Studies
  - E. Electives (i.e. Foreign Language, Business, GED, Art, Physical Education, Computers, Health, Personal Development, etc.)
- 9.2** The responsibilities of the department heads shall be:
- A. To communicate and be a liaison between the department and the administration.
  - B. Reevaluate departmental curriculum and procedures yearly and make suggestions for change to the building administrator and the District Development Team.
  - C. Be aware of new texts, equipment, materials, etc., and relay the information to the staff of the department.
  - D. Budget and coordinate orders for the department. Keep inventory of texts and equipment.
  - E. Hold department meetings on a regularly scheduled basis, not to conflict with staff meetings or professional development times.
  - F. Be available to assist departmental members in solving instructional and other problems as they arise and to recommend personnel to help orient new teachers.
  - G. Attend professional meetings in department's subject areas and make recommendations for visitations and professional meetings for teachers within the department.
  - H. Work with the administration and other department coordinators on general school problems. Seek to coordinate all departments in order to best satisfy the needs of all students in our schools.
  - I. Shall consult in teacher assignments within the department.

DEPARTMENT COORDINATORS (continued)

- J.** Shall be responsible for keeping department records and minutes of all meetings and seeing they are distributed to all concerned personnel. Meeting agenda logs will be submitted prior to May 1.
  - K.** Shall be a member of the school improvement team.
- 9.3** Salary for department heads shall be listed in Appendix B and shall be paid to those chairpersons in departmental positions which may be approved by the School District.

Department heads may call for department meetings with hourly compensation for teachers in attendance, excluding department heads, not to exceed four (4) hours annually.

## ARTICLE X POSTING PROCEDURE

- 10.1** When administrative or teaching vacancies or new positions occur during the regular school year or summer school positions the Human Resource director or designee shall send a district all staff email announcing the vacancy (sgate email account).

## ARTICLE XI STAFF SENIORITY

- 11.1** Seniority shall date from a teacher's first day worked at SACE. Seniority shall be defined as the total years of service as an employee to the School District in a teaching capacity commencing from the first day worked as a certified teacher in the SACE program, excluding all substitute teaching work whether day to day or permanent. In the event more than one regular contractual teacher has the same first day worked, the School District shall conduct a drawing within ten (10) days after notification by the Human Resources to determine the priority on the seniority list. A representative of the Union shall be present at the drawing.
- 11.2** In case that future staff reduction is necessary, staff will be given reasonable notification in writing.

## ARTICLE XII EMERGENCY LEAVE DAYS

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

### **SICK LEAVE**

**12.1** All teachers shall receive sick leave based upon their teaching assignment. Teachers shall receive three (3) x 1.83 hours of sick leave for each sixty (60) hour class taught per semester, and one and one half (1.5) x 1.83 hours of sick leave for each thirty (30) hour class taught per semester and four and a half (4.5) x 1.83 hours of sick leave for each ninety (90) hour class taught per semester. Unused hours shall be advanced at the beginning of each semester to be used for illness. Any unused portion of these sick days shall be allowed to accumulate to one thousand one hundred (1,100) hours and be available as sick days in future years.

It is understood and agreed that presently accumulated sick time shall be carried forward into the present effective date of this contract.

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

- A.** Personal illness or injury in the immediate family group residing with the teacher and/or personal illness or injury to the mother, father, mother-in-law, father-in-law and children.
- B.** Quarantine or exposure to contagious disease which may endanger the health of the pupils and employees.

**12.3** Employees reporting at the beginning of their work periods who leave anytime after because of illness shall be paid for the entire duty day.

**12.4** When an employee is unable to be at work during a day he/she is scheduled, he/she shall contact the district by using the district's current absent reporting procedures, no later than one (1) hour prior to his/her start time except in case of emergency.

**12.5** Emergency calls made later than sixty (60) minutes before reporting for work are to be made directly to the Building Principal or Supervisor and to the district's current absent reporting system.

**12.6** A teacher returning from a paid sick leave will be assigned to his/her previous position if the position is being held by a substitute teacher and the teacher returns to work in the same school year that the leave was granted. If the position is being held by a regular contract teacher, then the teacher will be returned to a position and, when not educationally disruptive, to his/her previous position.



## EMERGENCY LEAVE DAYS (continued)

- 12.7** Teachers who are aware of expected absence due to elective surgery should notify the School District of the expected date of absence at least 30 days in advance for elective surgery, where possible.
- 12.8** A teacher who is absent for five (5) consecutive work days may be required to submit a physician's statement, at the teacher's expense, verifying the illness or disability. The School District may require additional medical statements, at the teacher's expense, on a monthly basis. Before returning to work, a teacher shall be required to submit a physician's statement, at the teacher's expense, certifying the teacher's ability to return to his/her normal duties.
- 12.9** Upon notice to the Union, the School District may require a teacher, at the School District's expense, to be examined by a District-appointed hospital, physician or other trained professional, to determine if the teacher is disabled or ill. The School District will utilize either Henry Ford Hospital and its facilities, U of M Hospital, St. Joseph Hospital of Ann Arbor, Harper-Grace Hospital, and Oakwood Hospital and facilities and physicians and professionals associated or admitted to practice in these hospitals; or hospitals, physicians and professionals of like quality and reputation.
- 12.10** In addition to the teacher authorizing such examinations as the physician or professional deems necessary, the teacher shall permit any School District appointed physician or professional to secure copies of his/her pertinent medical records. If the teacher is placed on an involuntary medical leave of absence, or if an involuntary medical leave of absence is being considered by the School District, and the teacher and Union dispute the medical evidence, the School District and Union shall jointly agree upon a hospital, physician or other trained professional to conduct further examinations. The cost of the neutral hospital/professional shall be shared equally by the School District and the Union. Upon the joint agreement of the Union and School District, the neutral hospital/professional provisions of this Section may be utilized before the teacher is examined by a School District appointed hospital/ physician or other trained professional.

## ARTICLE XIII LEAVES OF ABSENCE

**13.1** Short-term leave of absence with pay, not chargeable against the teacher's accumulative sick leave days, shall be granted according to the provisions set forth below:

- A.** A maximum of five (5) days per school year for each death in the immediate family - father, brother, husband, son, grandparents, mother, sister, wife, daughter, grandchildren, in-laws (father or mother, brother or sister, son or daughter) and any dependent as described by Internal Revenue returns for tax purposes. An absence of one (1) day per school year for a death not covered by the definition of "immediate family" above with approval of the Superintendent of Schools or designee.
- B.** Absence when a Judicial Leave: Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter shall be paid his/her full compensation and benefits for such time. An employee granted Judicial Leave shall forward to the district any pay received for attendance at the proceeding. The member shall retain any payment for mileage.
- C.** Time necessary to take the selective service physical examination.
- D.** Court appearance as a nonparty, subpoenaed witness or as a party defendant when the lawsuit is incident to the teacher's employment provided, however, that the District shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and any witness fee paid. A teacher receiving a witness fee under this section shall endorse the check over to the District and receive the regular paycheck. Court appearances that result from the Union and/or teacher filing an action against the School District and/or Board of Education, and court appearances as a party defendant when the teacher is found or pleads guilty/no contest or when the teacher is found liable for intentional torturous conduct (e.g., assault and battery), shall be excluded from coverage under this Section, but the teacher may use personal business days.

**13.2** Leaves of absence shall be granted consistent with the Family Medical Leave Act (FMLA).

**13.3** The following long-term leaves of absence may be granted by the School District, for a period up to two (2) years, without pay or fringe benefits, according to the provisions set forth below:

- A.** To a teacher elected to a full-time public office or as an officer of the MEA or NEA provided he/she has requested the leave in writing before June 30 of the year the leave is to commence and the leave is for one (1) term of the office.

## LEAVES OF ABSENCE (continued)

- B.** A family care leave of absence to care for a sick husband/wife, son/daughter, provided the teacher has submitted written medical documentation by the attending physician that the leave is necessary and consistent with provisions under FMLA, for one (1) full semester, one (1) full school year or the balance of a school year/semester.
  
- C.** A child care leave of absence to care for a teacher's newborn child or newly adopted child, provided the teacher has submitted a written request for the leave sixty (60) calendar days prior to the date of expected birth or, in the case of adoption, as soon as possible, and the leave is consistent with provisions of FMLA, for one (1) full semester, one (1) full school year or the balance of a school year/semester. If a teacher's leave of absence is for one (1) full school year, or the balance of a school year, then an additional one (1) full school year will be granted if requested in the original application form.
  
- D.** A teacher accepted in the Peace Corps, Vista, Bureau of Indian Affairs, American Dependent School, Foreign Exchange Program, or any other federally funded teaching program for a period of up to two (2) years.
  - 1. Study related to the teacher's field of certification for a period of up to two (2) years.
  - 2. Study to meet eligibility requirements for certification other than that held by the teacher for a period of up to two (2) years.
  - 3. Study, research or special training assignment involving benefits to the school system for a period of up to two (2) years.
  - 4. Cultural travel and work experience related to education for a period of up to two (2) years.

### **13.4** All leaves of absence under Section 13.2 and 13.3 shall be governed by the following additional provisions:

- A.** Teachers requesting leaves of absence shall complete the leaves of absence application form as set forth in Appendix G. The Union shall receive a copy of all approved leaves.
  
- B.** Teachers granted a leave of absence must send a written notice of intent to return from the leave prior to the date October 1 or April 1 specified in the Leaves of Absence Application Form set forth in Appendix G. Any teacher on leave who fails to timely provide the written notice of intent to return or request an extension, by the date specified in the Leaves of Absence Application Form, shall be considered terminated and the School District shall have no further obligations to said teacher. If a teacher is not terminated, or if the termination is set aside or is held invalid, then the teacher shall have his/her seniority date set back to zero and shall be treated for seniority purposes as a new employee.

LEAVES OF ABSENCE (continued)

- C. A teacher on an approved leave of absence shall be considered an employee of the School District. During the approved leave of absence, the teacher may continue hospitalization coverage, if allowed by Blue Cross/Blue Shield at the same person rate, by paying to the School District the cost of the monthly premium.
- 13.5** Upon the Superintendent or designee's approval, a teacher may be granted a leave of absence for visitation at other schools or to attend educational conferences or conventions.
- 13.6** Personal leaves of absence, not covered by the other provisions of this Article, may be granted by the School District upon such terms and conditions as the School District may determine in its sole discretion. Leaves of absences less than one semester shall be agreed upon by the teacher and School District. Leaves of absence for one (1) semester or more shall be agreed upon by the School District, teacher and Union.
- 13.7** All teachers shall receive personal leave based upon their teaching assignment. Teachers shall receive one (1) x 1.83 hours of personal business leave for each sixty (60) hour class taught per semester, and one half (.5) x 1.83 hours of personal business leave for each thirty (30) hour class taught per semester and one and a half (1.5) x 1.83 hours of personal business leave for each ninety (90) hour class taught per semester. Personal days may not be used to extend a scheduled break. Any unused personal leave hours shall be converted to accumulated sick leave at the end of the school year.

Notification for such leave shall be given to the building director one (1) day in advance when possible.

**13.8** Sabbatical Leave.

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

## LEAVES OF ABSENCE (continued)

### B. Eligibility and Qualifications.

1. Any teacher employed by the Southgate Community School District who meets the qualifications shall be eligible to apply for Sabbatical Leave subject to the following conditions and requirements:
  - a. Applicant holds a Professional Certification and a Master's Degree
  - b. Applicant must have seven (7) consecutive years of effective or highly effective service as a full-time employee in the Southgate School District. A leave of absence without pay, granted by the Board, shall not be deemed a break in continuity of service required by this section.
  - c. A Sabbatical Leave may be granted for a period of not less than one (1) full semester or for more than two (2) full consecutive semesters.
  - d. The applicant signs an Agreement to return to service with the Southgate Board of Education immediately upon termination of Sabbatical Leave and to continue in such service for a period of two (2) years (unless causes beyond the teacher's control).

### C. Purposes of Sabbatical Leave.

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

## LEAVES OF ABSENCE (continued)

### D. Applicant Requirements and Procedures.

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

### E. Reports Required on Sabbatical Leave.

1. An employee on Sabbatical Leave shall report to the Superintendent as follows:
  - a. An interim report shall be filed at the midpoint of the period for which the leave is taken. This report shall contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.
  - b. A final report shall be filed with the Superintendent including the names of the institutions attended, courses pursued, credits received, experience gained, together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experiences gained may be applied to the benefit of the School District.
  - c. The Superintendent may require, and the employee shall promptly furnish such additional reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all the requirements of the leave. In the event that the Superintendent shall find that the employee is not fulfilling the agreement or is dilatory in any respect, the entire sum paid to the employee by the Board shall become immediately due and all future payments shall cease. When an employee completes the planned program of the leave, but does not return to service with the Southgate School District, the teacher shall, within one (1) year, repay the Board the amount received during the Sabbatical Leave.

LEAVES OF ABSENCE (continued)

F. Requirements and Status Upon Returning from Sabbatical Leave.

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

## ARTICLE XIV DISCIPLINE OF PERSONNEL

- 14.1** Upon the filing of written tenure charges, under the Teacher Tenure Act, the teacher and the Union will forever be foreclosed from filing a grievance or requesting arbitration regarding the teacher's demotion or discharge.
- 14.2** Upon the teacher's request, and in his/her presence, a complete review of one's personnel files will be made with respect to charges. At the teacher's request, a representative may be present.
- 14.3** The Board of Education may adopt reasonable rules and regulations not in conflict with the terms of this Agreement governing the discipline of teachers.
- 14.4** During referral of a student discipline problem, at no time will a teacher be placed in a position of having to defend himself outside the privacy of the administrator's office.
- 14.5** Both parties recognize and understand that both teachers and administrators shall demonstrate the highest standards of ethical and professional conduct in the presence of students.



## ARTICLE XV CONTINUITY OF OPERATIONS

- 15.1** When severe weather makes it impractical to hold regular classes, school closings will be announced over Alert Now or similar program.
- 15.2** Days lost due to bad weather shall be rescheduled if possible. Teachers shall be compensated for days lost and not rescheduled.
- 15.3** Hazardous conditions in a limited area of the district due to flooding or other unsafe road conditions shall be taken into consideration in the closing of the individual schools. If days have been lost due to emergencies, additional days will be scheduled to meet State minimum requirements for student attendance. If additional days must be added to meet State minimum requirements, then the Union and the School District Negotiator will meet to discuss the scheduling of additional days. The integrity of the calendar will be retained as much as possible.

## ARTICLE XVI SCHOOL CALENDAR

**16.1** The parties agree to the school calendar as set forth by the administration covering the 2011-2012 school year.

For the 2012 - 13 school year, the parties, through their representatives, shall meet and confer on the calendars for those years by no later than May 30<sup>th</sup> of the respective school year, and agree to generally follow the parameters of the 2011 - 12 Calendar for each such year.

## ARTICLE XVII PROFESSIONAL COMPENSATION

- 17.1** The hourly rate of pay of teachers covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement.
- 17.2** Pay period: The individual teachers shall be paid in twenty six (26) payments annually.
- 17.3** A salary increment shall be granted to a teacher who completes one (1) complete year.
- 17.4** The extra duty assignment and pay of teachers covered by this Agreement are set forth in Appendix B, which is attached to and incorporated in this Agreement.
- 17.5** When it becomes necessary for a teacher to take an additional class period or portion of a class period because a substitute teacher cannot be obtained, additional pay will be at their hourly rate.
- 17.6** The School District recognizes that it is desirable to give priority to substitutes with full certification when filling the needs brought on by the absence of teachers.
- 17.7** The teacher's copy of record earnings and deductions shall include the teacher's name, total year's earning to-date, the deductions to-date for federal income tax, FICA, retirement, and state income tax, as well as the normal bi-weekly earnings and personal deduction amount. Remuneration earned above the basic contractual salary shall be paid at the end of the activity or assignment (to follow past practices), excluding conference/preparation hour pay.
- 17.8** In order to receive compensation for college hours earned, a teacher must submit either a transcript of credits or an official grade report from the college or university at which the teacher is earning his/her degree. This must be in the Human Resources office prior to the review. Earned credits shall be reviewed twice a year - October 31 and April 30. Credits submitted by October 31 will earn 100% of the contracted amount. Additional credits submitted between November 1 and April 30 shall earn 50% of the contracted amount for that school year and 100% for the subsequent years. Said adjustments shall be retroactive to the first pay period of said semester.
- 17.9** In order to participate in the remuneration for additional college preparation, only after issuance of a Provisional teaching certificate, a teacher must have earned credits in specialized graduate courses relevant to his/her area of instruction or be pursuing a planned course of study at a college or university accredited for teacher education. The credits must have been earned in a 500 level (or equivalent) or higher.
- 17.10** Academic credits earned beyond a Bachelor's Degree or Master's Degree, and earned in compliance with Subsections 17.8 and 17.9 shall be paid at the rate of \$35.00 per credit hour, not to exceed thirty (30) credit hours.

## ARTICLE XVIII RETIREMENT AND TERMINAL PAY

- 18.1** Terminal pay shall be granted to employees who are eligible at the time of retirement, and make application, for the Michigan School Employees Retirement Fund benefits. Such pay shall be one-third (1/3) of accumulated sick days multiplied by the teacher's current daily rate of pay.
- 18.2** Terminal pay shall be granted to teachers who leave prior to retirement, provided their resignation meets the severance requirements as stipulated in the Michigan Teacher Tenure Act. Such pay shall be an amount equal to one-fourth (1/4) of accumulated sick days multiplied by the teacher's current daily rate of pay.
- 18.3** Upon the death of a teacher, regardless of years of service, the beneficiary or estate shall be paid one-half (1/2) of the deceased's accumulated sick days at the deceased's daily rate of pay.

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

- 19.1** Any case of assault upon a teacher shall be promptly reported to the Principal or Supervisor. If unprovoked by the teacher, as determined by investigation involving, but not limited to the teacher, Principal, Supervisor, Superintendent, and Building Representative, the School District shall provide legal counsel to advise the teacher of his or her rights and responsibilities with respect to such assault. If the assault is unprovoked, as determined above, the School District shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- 19.2** Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. A teacher shall be deemed innocent of any and all charges until proven otherwise.
- 19.3** Any notice based upon a complaint by a parent of a student directed toward a teacher which is to be placed in the teacher's personnel file shall be promptly brought to the teacher's attention and signed by the teacher indicating the report has been seen and read.
- 19.4** If a teacher is injured while in the line of duty, expenses incurred for medical, dental, surgical, hospital care, etc., as stated in the Worker's Compensation Act and Rules of Practice, shall be provided by the School District. Said teacher shall be compensated the difference between Worker's Compensation and contractual pay. The teacher shall endorse checks from Worker's Compensation carrier to the Southgate Board of Education and will receive a regular paycheck for up to one (1) year. During such period, the teacher will receive all fringe benefits and shall not suffer loss of accrued sick leave days for the duration of the injury.
- 19.5** Only when a teacher is absent from duty because of injury from an unprovoked attack during the normal teaching hours or while performing extra assigned duties at school functions, the School District shall pay the difference between Worker's Compensation received and the teacher's regular contractual weekly salary for up to one (1) year.
- 19.6** Time lost by a teacher in connection with any unprovoked assault covered by Worker's Compensation claim shall not be charged against the teacher.
- 19.7** The School District will reimburse any teacher for loss of or damage to personal clothing resulting from an unprovoked attack by a student when the teacher is performing assigned duties.

## ARTICLE XX INSURANCE

- 20.1** For teachers under contract, the School District agrees to pay the cost for a health care benefit that will assure coverage for the employee and dependent family members. The coverage provided by the District will be replaced with coverage referred to as Blue Cross Blue Shield Community Blue PPO Plan 1. As of July 1, 2011 the co-payments associated with the PPO-1 Plan will be \$10/\$20/\$150 and an optional PPO-4 Plan has been added to the coverage for potential future use. The supplemental drug rider will remain at \$10/\$10/\$40.
- 20.2** The School District will select an insurance carrier and pay the premiums to provide thirty-five thousand (\$35,000.00) dollars of term life insurance for full-time teachers. The insurance shall provide double indemnity protection in the event of accidental death.
- 20.3** The School District will select an insurance carrier and pay the premiums to provide a long-term disability policy which contains, among other provisions, the following:
- A.** Benefit of 65% of the teacher's salary not to exceed \$3,400 per month for a 12 month period.
  - B.** The benefits shall continue until the teacher becomes age 65.
  - C.** Shall cover existing conditions.
  - D.** Shall cover both occupational and non-occupational disabilities.
  - E.** Contain an occupational rehabilitation waiver of no more than three (3) years.
  - F.** Shall have a 90 day (calendar days) waiting period before the teacher is eligible for benefits.
  - G.** Shall have an additional 20 day (calendar days) waiting period for recurrence of the same disability.
  - H.** Shall cover disabilities that result from both illness or injury.
  - I.** Social Security Freeze.
- 20.4** The School District will select an insurance carrier and pay the premiums to provide a dental insurance policy which contains, among other provisions, the following:
- A.** 80% of the basic dental, diagnostic and preventive services shall be paid by the carrier (maximum benefit \$1,000 per person per year). Exclusions are:
    - 1.** Oral Hygiene Instruction.
    - 2.** Experimental Treatment.
    - 3.** Dietary Planning.
    - 4.** Cosmetics.

INSURANCE (continued)

- B.** 80% of Prosthetic Services to be paid by the carrier. Exclusions are:

  - 1.** Lost, misplaced or stolen prosthetics.
  - 2.** Additional costs for gold.
  
- C.** 60% of Orthodontic. Maximum benefit \$1,000 per person per lifetime.
  
- 20.5** The School District will select an insurance carrier and pay the premiums to provide a vision care policy which contains, among other provisions, the following:

  - A.** Examination \$35.00
  - B.** Regular lenses \$56.00 per pair
  - C.** Bifocal lenses \$90.00 per pair
  - D.** Trifocal lenses \$110.00 per pair
  - E.** Frames \$55.00
  - F.** Contact lenses \$115.00 per pair
  - G.** If medically required \$200.00 per pair
  
- 20.6** The benefits provided for in Sections 20.1, 20.2, 20.3, 20.4 and 20.5 above shall be subject to the terms and conditions specified in the School District's group insurance policy and any claim by the employee or claim settlement shall not be the basis of a grievance or subject to arbitration. The School District, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefit provided in this Article. Failure of the insurance carrier to provide any of the benefits which it has contracted for any reason shall not result in any liability to the School District or the Union nor shall such failure be considered a breach by either of them of any obligation under this Article.
  
- 20.7** The benefits provided for in Section 20.1, 20.2, 20.3, 20.4 and 20.5 shall be by way of fringe benefits with no cash reimbursement for those employees who do not qualify.
  
- 20.8** The School District shall make the payments of the insurance premiums listed above for each full-time teacher to assure insurance coverage for a 12 month period commencing September and ending August 31 the next school year for all full-time teachers who have completed their contractual obligations.

A full-time teacher as used in this Article shall mean those who are employed full time as set forth in 5.3.

INSURANCE (continued)

- 20.9** Teachers scheduled to teach less than the full-time schedule as set forth in Article 5.3 shall be considered part-time. The District will make available any existing information on outside insurance vendors for part-time teachers.
- 20.10** A teacher may elect to waive the coverage provided in 20.1 above and receive two thousand dollars (\$2000) per year, which shall be available to any member of the bargaining unit eligible for such coverage. This amount (\$2000) will continue to be prorated for part-time employees. This benefit shall only be available to a teacher who has or can obtain medical coverage from another source other than the Southgate Community School District.
- 20.11** A teacher may elect to waive the coverage provided in 20.4 and 20.5 above and receive two hundred dollars (\$200) per year. This benefit shall only be available to a teacher who has or can obtain dental and vision coverage from another source other than the Southgate Community School District.
- 20.11** The School District agrees to participate in an Internal Revenue Service approved flexible spending plan for unreimbursed dental, vision, health, child care, or any other mutually agreed upon expenses for employees electing to participate.



## ARTICLE XXI GRIEVANCE PROCEDURE

- 21.1** A grievance is defined as a complaint involving the work situation or that there has been a deviation from, or misinterpretation or misapplication of a practice or policy concerning teacher rights and/or responsibilities, or that there has been a violation of one or more articles and section(s) of this Agreement. A grievance involving the work situation, or a practice or policy concerning teacher rights and responsibilities, may be processed through Level II. A grievance alleging a violation of one or more articles and section(s) of this Agreement may be processed through Levels III and IV.
- 21.2** An individual teacher presenting a grievance on one's own behalf, within the meaning and application of the Provision of Section II or Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, shall not be accompanied by nor represented by an officer, executive, delegate, representative, or agent in any capacity of any organization other than the Union.
- 21.3** **LEVEL I.** Within ten (10) school days of the occurrence of an alleged violation of this Agreement, the teacher with the grievance shall first discuss the matter with the Principal or Supervisor, either individually or accompanied by the Union Representative, with the object of resolving the matter informally.
- 21.4** **LEVEL II.** If, as a result of the informal discussion with the Principal or Supervisor, a grievance still exists, the teacher shall file the grievance with the Superintendent of Schools or designee within five (5) school days after the Supervisor's oral answer. The grievance shall be submitted on the form set forth in Appendix D of this Agreement, correctly filled in, signed by the grievant and a representative of the Union, which form shall be available from the Union Representative in each building. A copy of the grievance form shall be delivered to the Building Principal or Supervisor. This formal grievance shall be the official grievance at all future levels of the grievance procedure. Within ten (10) school days of receipt of the grievance, the Superintendent of Schools or designee shall meet with the Union and the grievant in an effort to resolve the grievance. The Superintendent of Schools or designee shall indicate the disposition of the grievance in writing within ten (10) school days of such meeting and shall furnish a copy thereof to the Union and the grievant.
- 21.5** **LEVEL III.** If the grievance alleges a violation of one or more articles and section(s) of this Agreement, then within ten (10) school days of the receipt by the Union of the Superintendent's or designee's answer to the grievance, the Union shall decide whether or not there has been a violation of one or more articles and section(s) of this Agreement.

## GRIEVANCE PROCEDURE (continued)

- 21.6 LEVEL IV.** If the Union decides there has been a violation of this Agreement, it shall be submitted to arbitration by filing a Demand for Arbitration with the American Arbitration Association. The Demand for Arbitration shall be filed within thirty (30) calendar days after the Superintendent of Schools or designee's written answer in Level II. The Demand for Arbitration shall contain a statement of the issues to be arbitrated, references to the specific article(s), and section(s) of this Agreement allegedly violated, and shall be signed by the Union President or designee. The Arbitrator shall be selected in accordance with the rules of the American Arbitration Association governing labor disputes. The costs for the services of the Arbitrator, including per diem expenses, shall be borne equally by the School District and the Association. All other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other. Powers of the Arbitrator: The Arbitrator's decision shall be confined to the question of whether or not there has been a violation of a specific article(s) and section(s) of this Agreement. The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
- 21.7** The following matters shall not be the basis of a grievance nor shall the Arbitrator rule on any of the following:
- A. The termination of services or failure to reemploy any teacher to a position on the extra-curricular schedule. (Appendix B).
  - B. Any matter involving the contents of a teacher's evaluation.
  - C. The discharge or refusal to employ or re-employ a probationary teacher or teacher covered by the Michigan Teacher Tenure Act.
  - D. Layoff, recall, and assignments to the extent covered by section 15 of the Michigan Public Employment Relations Act (MCL 423.215).
- 21.8** Both parties and the aggrieved teacher agree to be bound by the award of the Arbitrator if within the scope of his/her authority and agree that judgment thereon may be entered in any court of competent jurisdiction.
- 21.9** The time limits provided in this Article shall be strictly observed by all parties involved but may be extended by written agreement of the parties. If the time limits are not observed by the School District representatives, the grievance shall be timely filed at the next step.
- 21.10** No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designated as the representative grievance by mutual written agreement by the parties.
- 21.11** Any grievance settlement reached between the District and the Union is binding on all teachers affected and cannot be changed by any individual unless otherwise indicated in the settlement.

GRIEVANCE PROCEDURE (continued)

- 21.12** No disciplinary grievance shall be filed or processed further by any teacher or the Union after the effective date of the aggrieved teacher's resignation.
- 21.13** Duplicate grievance forms should be provided to accompany the grievance through administrative channels (levels) and Union channels (levels). Duplicate signatures shall be affixed to all levels.
- 21.14** If a grievance occurs after April 1, then the time limits set forth in all Levels under "school days" shall be amended to read calendar days, and then the time limits will be enlarged by two additional calendar days. If the last day of an applicable time period falls on a Saturday, Sunday or legal holiday, then the time period shall run to the next day that is not a Saturday, Sunday or legal holiday.

## ARTICLE XXII NEGOTIATION PROCEDURES

- 22.1** In any negotiations between the parties, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the teachers in the bargaining unit voting in the election, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- 22.2** Both parties agree to submit the final Agreement for ratification to their appropriate bodies on the same mutually agreed upon calendar day. The parties will both attach their signatures after ratification within twenty-four (24) hours. The Agreement shall be signed in duplicate. One copy shall be for the School District and one copy for the Union.
- 22.3** Submission of all tentative Agreements reached by both parties and duly signed will constitute the contract submitted to the respective parties for ultimate ratification. Any omissions of sections or articles heretofore agreed to and signed by both parties will be considered part of the negotiated document and will be submitted for ratification to both parties within fifteen (15) days after notification of the omission/omissions by either party.

## ARTICLE XXIII PROCEDURE FOR HANDLING STUDENT DISCIPLINE CASES

- 23.1** Before there can be a positive learning climate in the classroom, there must be effective organization and instruction on the part of the teacher with reasonable support from the administration. A reasonable and consistent discipline policy shall be established within each school and shall be reviewed with the building staff at the initial staff meeting each year.
- 23.2** Whenever it appears that a discipline problem requires the attention of special counselors, social worker, law enforcement personnel, physicians, or other available professional persons, the administration will take steps to assist the teacher with respect to such problems.
- 23.3** It shall be the joint responsibility of the administrator and teacher to develop techniques and materials to handle individual discipline problems in the classroom if the teacher requires assistance. A teacher may use reasonable measures to protect himself or herself from attack or to prevent injury to another student.
- 23.4** A student may be removed from class that particular day and sent to the office by the teacher when the intensity of the offense, the persistency of the misbehavior or the disruption of normal classroom instruction makes the continued presence of the student in the classroom intolerable. Upon request, a written report of the incident and reasons for removal shall be submitted by the teacher to the Principal within twenty-four (24) hours. Upon request, the Principal will reply in writing to the teacher within twenty-four (24) hours of the student's re-admittance to the class identifying the steps taken to correct the situation and acknowledging the teacher's written referral.
- 23.5** The student shall be readmitted after a conference with the teacher and other concerned parties and steps have been taken in an attempt to remedy the problems.
- 23.6** When a teacher has more than one student in a class who constitutes a serious behavioral problem, they should be referred to an advisor or, if appropriate, to the Building Supervisor. If, after exhausting all appropriate agencies, the problem still exists, the parties shall consider transfer or mutual exchange of pupils as suggested methods of resolving the problem.
- 23.7** A continuous written record of the individual discipline cases will be maintained in the Building Supervisor's office. Such records shall be used for the intelligent administering of penalties within the scope of the Board of Education policy.

## ARTICLE XXIV CLASS SIZE

- 24.1** Both parties recognize that the availability of optimum school facilities for both student and teacher is desirable in an attempt to provide the highest possible quality of education, which is the goal of both the School District and the Union.
- 24.2** Realizing that the teacher-pupil ratio may be an important aspect in an effective educational program for students, the parties agree that class size will be given consideration when financial resources and facilities are available. In addition, it shall be the goal of the school district for a teacher – pupil ratio of 1:32. Any overage will be by mutual consent of the teacher and director or advisor.
- 24.3** All the aforementioned efforts will be made to accommodate class size recommendations with regard to lower class sizes for classes designated as remedial.
- 24.4** Upon request, the Director agrees to meet with the Union during the first month of the school semester to alleviate and mutually resolve any imbalances in grade level or subject areas.

## ARTICLE XXV STRIKES

- 25.1** During the life of this Agreement, neither the Union nor any of its agents, or person acting in its behalf, shall authorize, or support nor shall any of their members take part in, any strike; that is, the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the teachers' duties of employment for any purpose whatsoever.

## ARTICLE XXVI MISCELLANEOUS PROVISIONS

- 26.1** This Agreement incorporates the entire understanding of the parties on all issues which were the subject of negotiations. During the term of the Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This article shall not be construed as prohibiting the parties, upon mutual consent, from negotiating upon items of mutual concern. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- 26.2** This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement.
- 26.3** The parties did not intend any provision of this Agreement to be contrary to the rights of a teacher, Union, School District, or School Board under the Michigan General School laws or the Constitution of Michigan or the Constitution of the United States. If any Article or Section of this Agreement or any Appendix thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 26.4** In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction or an appeal to a court of last resort, such decision shall necessitate immediate renegotiation of this provision. However, all other provisions of this Agreement shall continue in effect.
- 26.5** The School District and the Union agree not to discriminate against any employee on the basis of race, creed, color, sex, national origin, marital status, or disability. An alleged violation of this Section may be processed in the appropriate Federal/State administrative or judicial forums.
- 26.6** The School District and the Union shall abide by the Americans with Disabilities Act.



**ARTICLE XXVII DURATION OF AGREEMENT**

- 27.1** This Agreement will be null and void if it is not ratified by both parties on or before the effective date of the currently pending Michigan Senate Bill 7 or if the collective bargaining agreement incorporating this Agreement is not executed by both parties by September 15, 2011.
- 27.2** This Agreement shall be effective as of July 1, 2011 through and shall continue in effect until June 30, 2013. At midnight June 30, 2013 this Agreement shall terminate.
- 27.3** IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year written below their signatures.

FOR THE SOUTHGATE  
ALTERNATIVE EDUCATION  
ASSOC/MEA/NEA

FOR THE SOUTHGATE  
COMMUNITY SCHOOL DISTRICT

\_\_\_\_\_  
William Klann, President  
SAEA/MEA/NEA

\_\_\_\_\_  
Edward J. Gawlik, Jr.  
President, Board of Education

\_\_\_\_\_  
Dawn Izzi, Secretary  
SAEA/MEA/NEA

\_\_\_\_\_  
Nancy Nagle, Superintendent  
and Chief Negotiator

Date:\_\_\_\_\_

Date:\_\_\_\_\_

**APPENDIX A - SALARY SCHEDULE**

<b>2011 – 2013 SAEA Salary Schedule</b>							
<b>Bachelor</b>	<b>Hourly Rate</b>	<b>Salary</b>	<b>Yearly Percent Increase</b>	<b>Master</b>	<b>Hourly Rate</b>	<b>Salary</b>	<b>Yearly Percent Increase</b>
<b>step 0</b>	<b>\$29.60</b>			<b>step 0</b>	<b>\$31.33</b>		

<b>Effective June 30, 2013 - ? SAEA Salary Schedule</b>							
<b>Bachelor</b>	<b>Hourly Rate</b>	<b>Salary</b>	<b>Yearly Percent Increase</b>	<b>Master</b>	<b>Hourly Rate</b>	<b>Salary</b>	<b>Yearly Percent Increase</b>
<b>step 0</b>	<b>\$32.72</b>			<b>step 0</b>	<b>\$34.63</b>		
<b>step 1</b>	<b>\$33.59</b>		<b>2.67%</b>	<b>step 1</b>	<b>\$35.56</b>		<b>2.69%</b>
<b>step 2</b>	<b>\$34.85</b>		<b>3.74%</b>	<b>step 2</b>	<b>\$36.91</b>		<b>3.80%</b>

1. Teachers shall be compensated at their hourly rate for preparation time. This shall be fifteen hours for each sixty hour class.
  
2. The union reserves the right to request a quarterly financial analysis of the District’s finances for the life of this contract, the findings of which shall be made available to the F.I.T. committee for review. When the district’s revenue (as determined by the financial analyst using the audited fund balance) becomes sufficient to eliminate the deficit, the members of the bargaining unit will realize a percentage of any “profits” equal to the bargaining unit’s share of the budget expenses over and above 20% of said revenue which shall be deposited in the fund equity account.
  
3. Teachers shall be placed in Step 0 of the salary schedule in Appendix A as of June 30<sup>th</sup>, 2013 provided that the district’s revenue as determined by the financial analyst becomes sufficient to eliminate the deficit. The teachers will realize a percentage of any surplus equal to the bargaining unit’s share of the salaries in the budget over and above 20% of said revenue which shall be deposited in the fund equity account.
  
4. The parties recognize that State law requires that the following provision be included in this collective bargaining agreement: An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reflect, modify, or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. The Union does not agree that this provision is legal, and reserves its right to challenge the same.

## **APPENDIX B EXTRA ACTIVITIES SCHEDULE**

For any Michigan Alternative Athletic Association activities of football, basketball, softball, and volleyball, coaches or Sponsors shall be paid a stipend of \$800 per sport per athletic season through contract with Temporary School Staff.

An additional fifty dollars (\$50) will be added to a coach's pay for every year that person coaches or sponsors that activity, to a maximum of five (5) years. This provision will apply only to those coaches who also teach in the District.

### **ACTIVITIES/ASSIGNMENTS**

For each activity or club sponsorship, the teacher shall be paid a stipend.

Yearbook Advisor (\$500 per year)

Prom Advisor (\$250 per year)

Chess Advisor (\$100 per year)

Other Activity Advisors (to be negotiated upon creation and approval by the administration)

Mentors will be paid a stipend of three hundred dollars (\$300) per year for the first two years, but mentors are expected to keep their position for three (3) years.

### **OTHER ASSIGNMENTS:**

#### **A. DEPARTMENT CHAIRS AND DISTRICT-WIDE COORDINATORS:**

For all teachers who serve as department chairs shall be paid a stipend of eight hundred dollars (\$800) per year, including the following departments:

English

Social Studies

Mathematics

Science

Elective (Business, Foreign Language, GED, Art, and Physical Education)

If additional positions are added during the life of the Agreement, then the Union and the School District shall meet to negotiate the stipend for the position.

#### **B. DATA TEAM LEADERS**

If the Data team members are added during the life of the agreement, then the union and school district shall meet to negotiate the stipend for the position.

#### **C. ACCREDITATION TEAM**

Members who attend NCA/ADVANCED ED meetings shall be paid at the teacher's hourly rate.

**APPENDIX C GRIEVANCE FORM**

**GRIEVANCE NUMBER** \_\_\_\_\_

Date \_\_\_\_\_

Supervisor: \_\_\_\_\_

Assignment: \_\_\_\_\_

Grievant: \_\_\_\_\_

Building: \_\_\_\_\_

REASON FOR GRIEVANCE (Statement of Facts):

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(ATTACH ALL SUPPORTING PAPERS)

ARTICLES & SECTION VIOLATED: \_\_\_\_\_

---

ACTION REQUESTED (Relief Sought): : \_\_\_\_\_

---

Signature of Employee: \_\_\_\_\_

Signature of SAEA Representative: \_\_\_\_\_

**APPENDIX C - Page 2**

**STEPS IN RESOLUTION OF GRIEVANCE**

**LEVEL I**

VIOLATION DATE: \_\_\_\_\_

ORAL DISCUSSION DATE: \_\_\_\_\_ GRIEVANT'S SIGNATURE: \_\_\_\_\_

ORAL ANSWER DATE: \_\_\_\_\_ SUPERVISOR'S SIGNATURE: \_\_\_\_\_

**LEVEL II**

DATE RECEIVED: \_\_\_\_\_ SUPERVISOR'S SIGNATURE: \_\_\_\_\_

MEETING DATE: \_\_\_\_\_ SUPERVISOR'S SIGNATURE: \_\_\_\_\_

GRIEVANT'S SIGNATURE: \_\_\_\_\_ DATE ANSWERED: \_\_\_\_\_

SUPERVISOR'S SIGNATURE: \_\_\_\_\_ DATE RECEIVED: \_\_\_\_\_

GRIEVANT'S SIGNATURE: \_\_\_\_\_

**ATTACH ALL SUPPORTING PAPERS**

**DESCRIPTION OF SUPPORTING PAPERS**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

ATTACHED BY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPENDIX D – 1 PROFESSIONAL EVALUATION**

**PROGRAM (NOTE: APPENDIX E WILL BE REWRITTEN TO THE NEW  
EVALUATION PROGRAM WHEN IT IS APPORVED)**

The parties hereby adopt the Teacher Evaluation Program embodied in the United Teachers of Southgate collective bargaining agreement for the 2011-2012 and 2012-2013 school years, including but not limited to the evaluation forms and the professional growth plan as contained in that bargaining agreement.

**APPENDIX E APPLICATION FOR EXTRA CURRICULAR POSITIONS**

**SOUTHGATE COMMUNITY SCHOOL DISTRICT  
13305 Reeck Road  
Southgate, MI 48195**

POSITION DESIRED \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ YEARS EXPERIENCE IN DISTRICT \_\_\_\_\_

CERTIFICATION LEVEL (ELEMENTARY/SECONDARY) \_\_\_\_\_

TYPE OF CERTIFICATION  
(PROVISIONAL/PROFESSIONAL/PERMANENT) \_\_\_\_\_

**EDUCATION**

	School	Hours Attended	Degree	Major/Minor
High School	_____	_____	_____	_____

College/University \_\_\_\_\_

Other \_\_\_\_\_

**EMPLOYMENT HISTORY**

Employer	Type of Work-Present Assignment	Yrs. Employed
_____	_____	_____
_____	_____	_____
_____	_____	_____

Other Considerations: (Special Certification/Experiences/Hobbies)

**REFERENCES:**

Name	Address	Phone	Title/Company
_____	_____	_____	_____
_____	_____	_____	_____

**APPENDIX F LEAVE OF ABSENCE AGREEMENT FORM**

Pursuant to Article XII of the Collective Bargaining Agreement, it is hereby agreed by and between the Southgate School District, \_\_\_\_\_, hereinafter called the Employee, and the Southgate Alternative Education Association that the Employee be granted a leave of absence for upon the following terms and conditions:

1. This Leave of Absence shall be from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_.
2. The Employee shall report to work on the first teacher work day after the expiration of the Leave of Absence.
3. The Leave of Absence shall be without wages and paid fringe benefits. Sick days and salary increments shall not accrue.
4. Notwithstanding any of the Articles and Sections of the Collective Bargaining Agreement to the contrary, the Employee shall notify, in writing, on or before \_\_\_\_\_\* the Personnel Office of the School District whether the Employee intends to return to active employment with the School District, in writing, by \_\_\_\_\_\* of the Employee's intention to teach or request an extension, said failure shall result in the Employee's termination and the School District shall have no further obligations to the Employee. If the Employee is not terminated, or if the termination is set aside or is held invalid, then the Employee shall have his/her seniority date set back to zero and shall be treated for seniority purposes as a new employee. Provided, however, that if the Employee does notify the School District in writing, by \_\_\_\_\_\* \* of his/her intention to teach, then he/she shall be entitled to be assigned to a position subject to the terms and conditions of the Collective Bargaining Agreement.
5. Upon return to active employment, the Employee shall be placed upon the same position in the salary schedule he/she held prior to the commencement of the leave and that his/her sick days shall be restored to the number of days held prior to commencement of the leave.
6. This form shall be used if an application for an extension of the employee's leave of absence (12.2 and 12.3) is approved in conformance with the terms and conditions of the Collective Bargaining Agreement.

\_\_\_\_\_  
Southgate Alternative Education Association

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
District

If the Leave of Absence expires at the end of the first semester, October 1 shall be the notification date. If the Leave of Absence expires during the summer recess, April 1 shall be the notification date. In all other cases, the October 1 or April 1 notification date will be determined by the date which is immediately preceding the leave termination date.