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PREAMBLE

This Agreement is entered into on the ninth day of November 2004, by and between the 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 recognize and declare that providing a quality education for the children of Southfield Schools is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service; and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating objectives and programs designed to improve educational standards; and

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 leave 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, of the district.

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 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 1. 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 adjustment will be taken out of the employee's first pay. Subsequent dues will be deducted in an equal amount. 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. The Association shall be notified within the aforementioned time limit should the Board be unable to comply due to a breakdown in technology.
- C. Each teacher of the bargaining unit having paid dues shall be entitled to vote upon and present items for the Agreement whether an active member or not.
- 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. Accordingly, this provision shall not become operative until such time as the SEA and the Michigan Education Association execute and deliver to the Board an agreement under which the SEA and the Michigan Education Association jointly and severally certify to the conditions of this provision.

- 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.
- I. The Association will continue to admit all eligible employees to membership and will represent these employees without discrimination by reason of race, creed, color, national origin, age, sex, marital status, or physical impairment. Further, the Association will continue to recognize full citizenship rights of the members of the bargaining unit.

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, unless they are participating in a meeting of which the administrator of that building has been previously informed.

In order to more effectively represent the teacher, the President and Association Representatives shall 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 as 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. The Board agrees to send, to each building, sufficient copies of the Board Agenda which will include minutes and action/information reports by noon of the Monday prior to the day of the Board meeting to equal the number of Association Representatives and officers in each building for their use. The Association shall also receive a copy on the aforementioned day. Addendum reports distributed at each meeting, but not included in the agenda, shall be transmitted to the aforementioned individuals on the day following such meeting.

A list of Association Representatives shall be presented to each building administrator 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, gender, sexual preference, marital status, disabilities, religious belief, or membership or non-membership in, or association with or lack of association with, the activities of any employee organization. Further, the Board and the Association will continue to recognize full citizenship rights of teachers.

J. 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 are expected to comply with reasonable rules, regulations and directions from time to time, adopted by the Board or its representatives which have been previously made known to them and which are not inconsistent with accepted professional behavior necessary to carry out their duties and responsibilities, and are not in violation of the provisions of this Agreement.

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 prior to their adoption.
- Q. The Association shall select teacher representatives to the District Curriculum Council (hereafter referred to as D.C.C.) in a number to equal the administrative members of that body. The D.C.C. shall hold two (2) meetings per semester during regular school hours. Teacher members shall be released from their teaching assignments to attend such meetings. Additional meetings may be held after regular school hours as mutually arranged by D.C.C. members.

The purpose of the D.C.C. shall be to coordinate, review and make recommendations relating to decisions on all district-wide curriculum proposals. District-wide shall be interpreted as involving more than one building and/or having financial implications beyond the adopted district budget. The council shall serve as the liaison on all such matters to the Associate Superintendent for Instruction and the Superintendent. Disposition of such recommendations shall be communicated to the D.C.C. by the administration. The D.C.C. shall review and make recommendations regarding any district-wide curriculum changes prior to adoption and implementation.

Council procedures shall be developed by the D.C.C. as mutually arranged. Proposals shall be formally acted upon no sooner than the next meeting following introduction, discussion and review. A formal vote shall be required upon the request of any member of the D.C.C. Exceptions to the time schedule may be allowed for consideration of state/federal grants, which have limited application deadlines, if such proposals are provided in writing to all members of D.C.C. forty-eight (48) hours prior to the meeting when action is needed. Situations arising during the summer shall be brought to the attention of the S.E.A. President for appropriate emergency action.

Agendas for each meeting shall be published and normally distributed, seven (7) calendar days before said meeting, but in no case less than forty-eight (48) hours prior to said meeting, to members of the D.C.C. and Building Curriculum Council chairpersons, the Association and each principal, in sufficient quantities for posting in each staff lounge. Supplemental materials shall be sent to D.C.C. members, the Association and principals in accordance with the previous sentence. Agendas shall

be mutually developed by a designated administrative member of D.C.C. and a teacher member of D.C.C. designated by the Association. Minutes of each meeting shall be distributed within seven (7) calendar days to members of D.C.C., the Association and principals in sufficient quantities for posting in each staff lounge.

- R. There shall be, at each building, a Curriculum Council established by the building principal and the Association Representative. The purpose of the Building Curriculum Council shall be to coordinate and implement building curriculum, provide communications between building faculty and the administration, and perform those duties as detailed in Article VI. C.
- S. It is agreed that, for the duration of this Master Agreement the administrative procedure regarding promotion, retention and placement of students (Procedure #5123) shall remain in effect. 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 person(s) responsible shall sign a form indicating responsibility, which shall be included in the student's permanent record.
- T. The Board of Education and the Southfield Education Association pledge, with the signing of this Agreement, to the establishment of an atmosphere whereby teachers are empowered in making good new ideas become realities. The Administration pledges itself to solicit, guide, and develop staff ideas and expertise with regard to restructuring and innovative programming, such that such ideas and expertise may be routinely and expeditiously implemented in the school district. Moreover, the District pledges to supply appropriate resources to achieve such implementation including necessary training. Similarly, the Southfield Education Association pledges to work positively and proactively to develop an atmosphere of cooperation and "can do" with regard to restructuring and innovation.
- U. The Board and the Association shall continue to implement the comprehensive plan to increase the number of minority teachers in the district, which is currently being used. Any future modifications to this plan shall be communicated to the Association.

ARTICLE IV – RIGHTS OF THE BOARD

- A. Subject to the provisions of this Agreement and except as expressly provided otherwise by the terms of this Agreement, the Board and the Superintendent of Schools reserve and retain rights vested in the Board or in the Superintendent under governing laws, ordinances, rules, and regulations as set forth in the Constitution, and laws 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, and the activities of its employees on the job;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
 3. To establish 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, and to determine the duties, responsibilities, and assignments of all employees;
 5. To adopt reasonable rules and regulations which are not in conflict with this Agreement;
 6. To develop and control the budget of the School District;
 7. To determine the structure and responsibilities of its school management organization;
 8. To determine the number and location of its facilities.
- B. The Board recognizes that this agreement sets forth limitations on the above named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations. Likewise 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 Board of Education and the Southfield Education Association pledge, with the signing of this Agreement, to the establishment of an atmosphere whereby teachers are empowered in making good new ideas become realities. The Administration pledges itself to solicit, guide, and develop staff ideas and expertise with regard to restructuring and innovative programming, such that such ideas and expertise may be routinely and expeditiously implemented in the school district. Moreover, the District pledges to supply appropriate resources to achieve such implementation including necessary training. Similarly, the Southfield Education Association pledges to work positively and proactively to develop an atmosphere of cooperation and "can do" with regard to restructuring and innovation.

ARTICLE V – PROFESSIONAL COMPENSATION

- A. 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.
- 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 shall 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 shall have their contracts extended, on a prorated basis, for four (4) days at a time mutually arranged with their immediate supervisor.
 4. All Elementary and K-8 counselors shall have their contracts extended, on a prorated basis, for one (1) day at a time mutually arranged with their immediate supervisor.
 5.
 - a. Teachers involved in reassignment to another building, due to school closings and/or spring displacement shall have their contracts extended two (2) days following the close of school or prior to the opening of school, at a prorated salary.
 - b. If reassignment occurs during the school year, the teacher will be released from teaching responsibilities for one (1) day to affect the move.
 6. An extension of contract shall be granted to any teacher involved in screening or evaluating children if such evaluation cannot be completed within the school year.
- C. The salary schedule is based upon a normal weekly duty load as hereinafter defined in Articles VI and VII and in the calendar.
- D. All newly employed teachers shall be given up to ten (10) years credit on the salary schedule set forth in Appendix A for all outside teaching experience in any school district and any other teaching experience acceptable to the Board. Newly

employed school social workers, school psychologists, and teachers of speech and language impaired shall be given up to ten (10) years credit on the salary schedule for teaching or for experience in assignments where the majority of their working time was primarily with children of school age as determined by the Board.

Teachers who return to the district will receive full credit for experience previously gained in the district. Credit up to two (2) years will be given toward the maximum for service in the Peace Corps, volunteers in service to America, or military service.

Newly hired teachers must file their valid certifications and their official transcript of credits with the personnel office by November 15.

Teachers hired after December first 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.

A teacher hired for the second semester shall be placed at the beginning level or at his/her appropriate experience level. At the beginning of the following school year such teacher shall advance one-half (1/2) step on the salary schedule. The salary for a half-year's experience shall be determined by dividing by two (2) the sum of the two (2) salaries listed for the two (2) experience levels between which the half-year would fall. Teachers who are hired new to the district who have accumulated one-half (1/2) year experience will also be credited on the salary schedule in the same manner.

- E. A joint University Credit Committee made up of four (4) persons, two (2) each from the administration and the Association, shall be continued for the purpose of recommending future university credit courses, seminars, conferences, workshops and Continuing Education Units (C.E.U.'s).

Reimbursement for tuition and/or expenses shall be provided up to a maximum as follows:

2003-2004	\$66,000.00
2004-2005	\$68,000.00
2005-2006	\$70,000.00

Unused funds shall not be carried over from one year to the next.

Each teacher shall be eligible for full reimbursement of tuition costs for university credit courses provided: (1) There has been approval by the committee prior to registration, (2) The course is the first (1st) course taken during the fiscal year for which the teacher is requesting such reimbursement, and (3) The teacher successfully completes the requirements of the course. Two (2) signatures are needed to sign authorization for course reimbursement of funds: one SEA, one administration.

The amount of reimbursement of tuition costs for courses beyond the first (1st) course for any teacher shall be determined by the committee at the end of the school year

based on the available funds. Eligibility shall be the successful completion of the requirement of each course.

Courses and C.E.U. activities approved for reimbursement of funding must reflect the values to be derived for both teacher and school district.

- F. Compensation for employment occurring before or after the school year defined in Appendix C shall be paid at summer school 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.
- G. Speech Pathologists, Social Workers and Psychologists will begin servicing students on their caseload per the student's individualized education program.

Elementary and K-8 Reading Clinicians shall not have scheduled classes during the first week or the last week of the school year.

- H. 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 on a semester basis.
- I. 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 as described in Section J. 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 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, related to the teacher's major, minor or graduate degree; directly related to the teacher's assignment; related to established Southfield Public Schools goals; State Law or programs mandated by the State Department of Education or State regulations.

- J. Salary adjustments into a higher salary scale for advanced training must be requested on the provided form and sent to the Personnel Office not later than November 15, in order to receive salary credit for the first (1st) semester, or April 15, for the second (2nd) semester.

- K. 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, checks will be mailed at two (2) week intervals throughout the summer to the address designated by the employee. If the twenty-six (26) pay plan is selected, it will not be possible to withdraw accumulated monies in advance.

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 (1st) day of employment of the current school year to the date of termination of employment. The additional amount due will be included in the final check.

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.

To the extent possible, pay checks will be issued on the last school day prior to a school holiday during which a pay period shall occur, provided this is not a period longer than three (3) calendar days. On other occasions checks will be mailed to teachers.

Principals in each building shall be responsible for providing paychecks to teachers in a manner that assures privacy. Checks shall be placed in an envelope prior to delivery to the building.

- L. Teachers working less than one-half (1/2) time shall receive one-half (1/2) increment of experience credit on the salary schedule and prorated fringe benefits. Those teachers working one-half (1/2) time or more shall receive full increment of experience credit on the salary schedule and full fringe benefits. 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.

- M. Upon request, certified librarians not directly serviced by the Library Services Department may be employed for one (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 (1st) week of the school year for students.

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.

The services of one full-time Library Processing Technician shall be provided for K-8 librarians in the district for the purpose of assisting in placing, cataloging and processing orders. This shall be in addition to services outlined in Article VIII, A-3-d.

- N. 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.
- O. There shall be established within the district a centralized Media Center to provide all necessary technical support, such as: duplicating, graphics, tapes, housing of A-V aids, etc. The Media Center shall be open for staff accessibility between the hours of 8:30 a.m. and 5:00 p.m.
- P. Upon prior approval of the building administrator, a teacher may voluntarily adjust his/her starting and ending times to conduct evening activities related to their building responsibility. If a teacher's duty times are adjusted, compensatory time shall be granted. This shall not apply to responsibilities for Appendix B positions.
- Q. It is agreed that the Board shall pay the contribution to the Michigan Public Schools Retirement Fund for all teachers as required by law.
- R. Teachers who have an earned doctorate, PhD, or Ed.D, 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.

ARTICLE VI – TEACHING HOURS

A. The classroom teacher's normal duty hours in the school shall be as follows:

	High <u>School</u>	<u>AAA</u>	Middle <u>Schools</u>	K-8 Schools	Elementary Schools	Pre- Primary
Teachers report to duty no later than: (am)	7:20	7:20	7:45	8:15	8:15	8:15
Teachers shall leave no earlier than: (pm)	2:50	2:50	3:10	3:30	3:30	3:30

K-8 and elementary teachers' schedules shall provide a minimum of ten (10) minutes between the time teachers report and the time students report [high school teachers have five (5) minutes.] Middle School teachers shall have fifteen (15) minutes in this regard and K-8 and elementary teachers shall have a minimum of nine (9) minutes between the time students leave school and teachers are scheduled to leave as defined above. In the case of High School and Middle School teachers the minimum shall be fifteen (15) minutes. Teachers shall not be required to sign in or out of a building in a fashion that indicates time of arrival and/or departure.

The length of a workday on a District-Wide Professional Development Day shall be eight (8) hours which shall include a one (1) hour duty free lunch period. The length of the work day and lunch period for the other two professional development days shall be consistent with the normal schedule.

B. In order to maintain an open channel of bilateral communication between the building administrator and the faculty, teachers shall reserve after duty hours of the second (2nd) Monday of each month for a building faculty meeting.

Faculty meetings shall be arranged by the building principal and Association Representative as to time, day, frequency, duration, agenda and place. The duration of such meetings shall not exceed sixty (60) minutes nor last beyond 4:45 p.m.

Further, printed agenda signed by both the Principal and Association Representatives shall be placed in teacher mailboxes twenty-four (24) hours prior to the meeting if attendance is to be required.

Nothing herein shall require that a meeting be held. However, when meetings are arranged, attendance is required. Exceptions due to illness, family emergency or required university course work, not available at any other time during that term, are illustrative of valid reasons for absence.

C. Teachers shall have the opportunity for professional growth and self-development on a voluntary basis. Such opportunities shall be offered at no cost to teachers, and shall be considered an expression of a district commitment to continuous staff development.

Teachers shall have an opportunity for professional growth and self-development on a voluntary basis after regular school hours for which compensation shall be offered. Such professional development activities shall be district sponsored and directly related

to identified district or building level instructional goals. Such compensation shall be the summer school/curriculum development rate as listed in Appendix B.

All professional development, which is state required of new staff, shall be either provided by the Board during regular school hours or provided after regular hours for which compensation shall be granted at summer school rate.

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 released-time basis.

Each school building shall be allocated released time equivalent to two (2) days per teacher per year to be used for curriculum workshops and/or in-service training. Substitutes shall be provided when necessary. Such time shall be jointly arranged between the building curriculum council and principal of each building and submitted to the Associate Superintendent in charge of Instructional Services for disposition.

Examples of appropriate usage follow:

1. An individual teacher working on a curriculum project.
2. A group of teachers from the same building working on a curriculum project or involved in in-service training.
3. Others deemed appropriate by the principal and building staff.
4. Intra/extra-building in-service.

Such time shall be in addition to that provided in Appendix C.

In order to meet identified district and/or building curriculum goals, teachers may elect to participate in summer curriculum development workshops, for which compensation shall be provided at the summer school/curriculum development rate as listed in Appendix B.

Interpretation of the language presented in Section C shall be governed by the letter of understanding duplicated in the Appendices of this Agreement.

- D. Upon the approval of the building administrator, pre-primary teachers shall be released from duties the first week of the school year for the purpose of parent-student orientation, and/or for two weeks at the end of the school year for screening of students.

Pre-primary and Special Education teachers will be released from duty for one (1) day at the end of each year to prepare for I.E.P.C.s and to complete end of year reports and records, upon request.

- E. Teachers shall not be required to supervise students in the Latch-Key Program in addition to their normal teaching duties.

- F. Teacher preparation time scheduled for the first afternoon and the second full day of a new school year shall be devoted to teachers being self-engaged in professional activities related to their specific teaching assignment. Professional activities shall be defined as those activities generally recognized in the field of education as relevant to the instructional process. The administration shall limit administrative scheduled and directed activities on these days to no more than one half of the scheduled P.M. time available to teachers on the first day.

ARTICLE VII – TEACHING LOADS AND ASSIGNMENTS

- A. Pre-primary and Elementary 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 as 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 workweek 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 schoolteachers shall have a minimum of thirty minutes each day during the school day when students are in attendance in order to prepare for classroom instruction. In a normal workweek or the prorated part thereof, such teachers shall have a minimum of two hundred twenty five (225) minutes of preparation and conference time.

Middle School 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 (pre-primary-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. An emergency shall be defined as a period of time when a teacher is unable to be at his/her teaching station and the administration or teacher has followed the agreed procedure to acquire a substitute. Insofar as practical, substitution shall be rotated. Those teachers asked to substitute shall be selected on the following basis:

First: Teachers or other certified personnel in the bargaining unit who are scheduled for duty during that period.

Second: Teachers or other certified personnel in the bargaining unit who are assigned to other than classroom teaching assignments.

Third: Teachers on preparation period, provided compensatory time be given for such preparation time used. However, at the teacher's option he/she may elect to be compensated at the summer school rate in lieu of compensatory time.

- C. All High School 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 prior to June 1 of the school year prior to the year of implementation. The Association shall be notified as to the disposition, which may result in intervention by the Association and the Associate Superintendent.

All Middle School teachers shall have a duty free, uninterrupted lunch period of at least forty-five (45) 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 teachers involved, Association Representative and principal prior to June 1 of the school year prior to the year of implementation. The Association shall be notified as to the disposition, which may result in intervention by the Association and the Associate Superintendent.

All Elementary School teachers shall have a duty free, uninterrupted lunch period totaling not less than fifty (50) minutes per day. K-8 schoolteachers shall have a duty free uninterrupted lunch period totaling not less than forty-five (45) minutes per day. Elementary and K-8 lunch periods may include passing time which shall be defined as the amount of time needed to transport students from the classroom to the lunchroom.

Any teacher may leave the building during the lunch period in accordance with the policy as developed by the building administrator and the Association Representative.

- D. Since pupils are entitled to be taught by teachers who are working within their area of preparation, teachers shall not be assigned teaching duties outside of the scope of their teaching certificates or their major or minor fields of study and/or graduate degree, except as provided for in Article XII.

The Board recognizes the necessity for training and will provide teacher training for new and innovative programs as necessary.

- E. All special subject teachers should meet with students in a class situation or on special duty assignment for the same time period per week as prescribed for regular classroom teachers at each particular education level.

Special education students will be provided special subject classes or integrated into regular sections based upon the needs of the students as arranged by the staff and administration.

A teacher selected representative of each special subject area and certified librarian shall be given an opportunity to assist in the development of the tentative school assignments for the following school year. Such tentative school assignments shall be

given to each special subject teacher and certified librarian prior to the conclusion of the current school year.

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 cart. 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 all fourth (4th) Friday attendance sheets when necessary, except for the final copy.
- G. There shall be established a Southfield Teacher Education Council with equal teacher representation. Among other responsibilities, the Council shall make recommendations with respect to the Student Teaching Program in the district.

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. No teacher shall serve as a supervising teacher more than one-half (1/2) his/her total teaching time each year. Should the college or university provide funds for this service, such funds shall be regarded as an 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. Selection of instructors for Summer School shall be based upon academic qualifications within course content area and experience. In order to provide an equitable distribution of available Summer School teaching assignments and to provide a sound educational program, qualified teachers will be selected for employment, with tenure teachers having priority over probationary teachers, according to the following:
 1. Teachers applying whom have taught Summer School in Southfield the proceeding summer. (Limit two (2) summers).
 2. Teachers applying who have never taught Summer School in Southfield but who had applied the preceding year.
 3. Teachers applying who have never taught Summer School in Southfield.
 4. Teachers applying who have taught Summer School in Southfield but not the immediate preceding two (2) summers.
 5. Teachers applying who have taught the two (2) preceding summers in Southfield.

If, after following the above procedure, positions remain unfilled, teaching personnel outside the system may be employed for that summer's assignments.

Application must be filed in the Personnel Office on or before the fifteenth (15th) day of April in order that assignments can be made at the earliest possible date. Final approval by the School Board of summer school staff shall be upon recommendation of the Superintendent. Notification to the teachers applying shall take place, in writing, on or before the first (1st) of May or as soon as necessary information is known.

- 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 shall continue to be provided in all buildings. Music teacher(s) will be provided in pre-primary.

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

- J. As book selection is a part of the certified librarian's (media center specialist) normal duty, time shall be provided for group meetings of certified librarians (media center specialists) during the regular duty hours for this purpose. However, such time shall not exceed one (1) full day meeting every other month, and every effort should be made to keep the instructional materials center open during this time.
- K. It is recognized that elementary teachers may occasionally require emergency relief. When such relief is required, the building administration will be responsible for providing temporary supervision.
- L. Conference Days: during the term of this Agreement parent/teacher conferences shall be conducted as follows:
 - 1. Fall Conferences
 - a. Elementary and K-8 Schools - Up to four (4) evenings before the Thanksgiving break as scheduled at each building between the Principal and the Association Representative.

- b. Middle Schools - Up to two (2) evenings before the Thanksgiving break as scheduled at each building between the Principal and the Association Representative.
 - c. High Schools - Up to two (2) evenings before the Thanksgiving break as scheduled at each building between the Principal and the Association Representative.
2. Spring Conferences
- a. Elementary and K-8 Schools - Up to two (2) evenings as scheduled between the Principal and the Association Representative.
 - b. Middle Schools - Up to one (1) evening as scheduled between the Principal and the Association Representative.
 - c. High Schools - Up to one (1) evening as scheduled between the Principal and the Association Representative.

Common compensatory time for these evening conferences shall be provided to all teachers on the afternoons of (1) the Wednesday prior to the Thanksgiving break, (2) the last day prior to the scheduled spring break, and (3) the Friday prior to the Memorial Day break.

Additional compensatory time (Elementary and K-8) shall be arranged at each school between the principal and individual teachers with the provision for substitute teachers to cover such time. School shall not be dismissed for purposes of conducting parent/teacher conferences.

- M. Kindergarten and pre-primary teachers shall not be responsible for the initiation of records for students. Such records shall be completed by the end of the sixth (6th) week of school.
- N. All teachers employed by the Board for a regular teaching assignment shall have a Bachelor's degree from an accredited college or university and meet the present or amended Michigan certification code requirements.
- O. Joint planning by the Administration and the Association shall occur with regard to teacher in-service programs and the school district testing programs. Released time will be provided to all teacher representatives to attend meetings of the Staff Development Policy Board when such meetings are scheduled during school hours. Meetings will be scheduled by the members of the Staff Development Policy Board.
- P. Reading support personnel shall be assigned only instructional and directly related non-instructional duties during normal school hours.
- Q. 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. In any single school or department, if a choice between individuals is necessary, the principal and the staff will make the decision.

R. Principals and staff will jointly 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, as determined by teachers, principal and Association Representatives. 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 Board agrees to arrange bus schedules to provide that, under normal operating conditions, buses shall depart from schools within fifteen (15) minutes after school is dismissed.

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

Pre-primary teachers shall be exempt from all non-instructional duties other than those involving their own students.

Kindergarten teachers are expected to assume a fair share of extra duties as defined above. If, however, the kindergarten teacher and principal determine that kindergarten students require additional and/or separate non-instructional duty assignments, kindergarten teachers will be excluded from that building duty roster and assume the non-instructional duties that involve their own students.

S. Assignments for the Summer School Programs will be made by the Board on the basis of preference to teachers possessing regular teaching certificates, regularly employed in the district during the normal school year. No teacher shall be required to work a split shift or teach less than two (2) hours in any Summer School Program. A teacher shall not be prevented from accepting a teaching assignment, which is one (1) hour in duration if the course programming has been so designed.

T. 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. A substitute shall be provided for an absent overage teacher assistant no later than the third day of said absence. Teachers shall not be responsible for the direct supervision of aides employed for non-instructional duties.

Teachers providing single subject curriculum offerings to special education classes shall have the services of a teacher assistant.

U. 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 will provide, annually, a mandatory 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 teachers and teacher assistants and to promote better working relationships between both groups.
2. Teachers to whom a teacher assistant will be assigned will have the right to interview all candidates for the aide vacancy prior to the position being awarded. Administrators will get input from the teacher prior to awarding such position.
3. 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.
4. The District will provide to all teachers to whom a teacher assistant is assigned a copy of the assistant's job description.

V. Building administrators shall make arrangements for the referring general education teacher to be released to attend student staffing. Such staffing shall occur during the regular teacher day.

Procedures for placement, which may include testing and evaluation, of Special Education students into general education shall be completed within thirty (30) school days of such recommendation.

Building administrators shall make arrangements for one (1) special education teacher to be released to attend an I.E.P. session and for one (1) general education teacher to be released to attend an I.E.P. session. The I.E.P. session shall be conducted during the regular teacher day, unless parents would not be able to attend at such time.

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

W. It is recognized that Reading Support Personnel need additional released time to coordinate program and materials, respond to administrative requests, and fulfill other such district-wide responsibilities. Therefore, released time shall be mutually arranged by the reading support personnel and the supervisor of that department and such decisions shall be communicated to the building principals and Association. Disagreement on this issue shall cause intervention by the Association and Associate Superintendent and is subject to the grievance procedure.

- X. 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.
- Y. Library Processing Services shall be conducted under the direction of a certified librarian.
- Z. Placement of students in remedial classes shall result after a building screening procedure, which shall involve at least counselors, department heads, and other appropriate personnel.

ARTICLE VIII – TEACHING CONDITIONS

- A. The Board and Association agree to the following maximum class loads:
1. Pre-Primary Center
 - a. The maximum number of students per teacher in the Head Start Program shall not exceed seventeen (17) students.
 - b. The maximum number of students per teacher in the grant funded program shall not exceed sixteen (16) students.
 - c. 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. The Board shall notify and discuss with the Association any application for any variance or deviation prior to submission. However, Pre-primary classes shall not have more than twelve (12) students for one (1) teacher and one (1) aide at any time, and the teacher shall not be responsible for more than twenty (20) students per day.
 - d. A full-time teacher assistant shall be assigned to each teacher.

2. Elementary (K-5 and K-8 school [K-5])
 - a. The maximum number of students in each section shall not exceed the following:

Kindergarten	24	A teacher assistant shall be assigned to each kindergarten classroom.
Primary Room	20	
1-3	25	
4-5	27	

NOTE: Effective the first work day of the 2005-2006 school year, the maximum number of students in each section listed below shall not exceed the following:

Kindergarten	22	A teacher assistant shall be assigned to each kindergarten classroom.
Grades 1-3	24	

Other Grades shall be as provided in this section.

- b. In the event a class section exceeds the maximum by one (1) to three (3) students in actual attendance, during the period of time from the first day of school to the official count (thirty (30) calendar days after the student count day), a temporary substitute teacher assistant will be provided. If

the excess continues after the official count day, the position will be filled on a permanent basis.

At any other time, if a class section exceeds the maximum by one (1) to three (3) students in actual attendance, the teacher shall be assigned a substitute teacher assistant on a half-time basis for ten (10) school days from the date of such excess. If the excess continues beyond ten (10) school days, an assistant shall be assigned on a full time basis.

- c. In the event the maximum is exceeded by four (4) students a substitute shall be automatically assigned to the teacher for instructional assistance. Such substitute shall function under the direction of the teacher and an additional classroom shall be made available for utilization. If after no more than twenty (20) school days the class size remains at four (4) or more over the maximum a new section shall be created.

In the event the new section results in the transfer of current staff, such transfer shall take immediate effect.

- d. The planning of multi-age classes shall be cooperatively developed between the principal and the staff, particularly the teacher(s) involved. The number of students assigned to a multi-age classroom shall not exceed the lowest contractual class size maximum of any grade level contained within the combination, in that building, excluding special education and remedial classes.

3. K-8 School [6-8] and Middle School [6-8]

- a. The maximum number of students in the K-8 or middle school class section shall be 28.
- b. The number of students assigned laboratory facilities shall not exceed the number that the laboratory is planned to serve.
- c. Home economics laboratory classes with less than one thousand (1000) square feet of space shall not exceed twenty-four (24) students.

In any event, no more than four (4) students shall be assigned to each food laboratory station (kitchen) and no more than two (2) students shall be assigned to each clothing laboratory station (sewing machine).

- d. A full-time certified librarian shall be provided for every seven hundred (700) students or major fraction thereof. In the K-8 school, one (1) full time certified librarian shall be provided for the first four hundred (400) students or major fraction thereof. If the student membership count exceeds four hundred (400) students, an additional librarian shall be provided on a prorated basis. In each middle school and in the K-8 school one one-half (1/2) time person shall be assigned to assist the certified librarian in

performing non-instructional duties under the direct supervision of the certified librarian. In addition, the Librarian(s) in the K-8 school shall not be used to provide prep time in grades 6-8.

- e. Physical education classes shall be limited to fifty (50) students per teacher, per station.
- f. The counselor/student ratio shall not exceed one (1) per three hundred (300) or major fraction thereof.

The K-8 school counselor's primary responsibilities shall be in grades 6, 7, and 8.

- g. Vocal music and instrumental music classes shall be excluded from such limitations.
- h. Classes identified in course descriptions as remedial shall be limited to twenty-two (22) students. Classes in this category shall be determined by the department chairperson, building principal and the Associate Superintendent of Instructional Services. This limitation shall apply to all sixth (6th) grade classes in which the students have been identified as being two (2) or more years below grade level.
- i. At the K-8 school world language teacher 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). Such classroom teachers shall remain in the classroom during any instructional time provided by the world language teacher.

4. High School (9-12)

The maximum number of students assigned per teacher shall not exceed one hundred fifty (150) per day, nor thirty (30) per class, except as provided below:

- a. The number of students assigned laboratory facilities shall not exceed the number that the laboratory is planned to serve.
- b. Home economics lab classes with less than one thousand (1000) square feet of space shall not exceed twenty-four (24) students.

In any event, no more than four (4) students shall be assigned to each food laboratory station (kitchen) and no more than two (2) students shall be assigned to each clothing laboratory station (sewing machine).

- c. A full-time certified librarian shall be provided for every seven hundred (700) students or major fraction thereof. In each high school one one-half (1/2) time secretary shall be assigned to assist the librarian in performing

non-instructional duties under the direct supervision of the certified librarian.

- d. Physical education classes shall be limited to fifty (50) students per teacher, per station.
- e. The counselor/student ratio shall not exceed one (1) per three hundred (300), or major fraction thereof.
- f. Vocal music and instrumental music classes shall be excluded from such limitations.
- g. The maximum number of students assigned to study halls and/or in-school suspension shall not exceed twenty-five (25) per class section.
- h. Classes identified in course description as remedial shall be limited to twenty-two (22) students. Classes in this category shall be determined by the Associate Superintendent of Instructional Services.
- i. Maximum class size limitation shall be reduced in all English Composition classes to twenty-four (24) students per class.

5. Exceptions to the class size and load limitations listed under Items 1 through 4 above may be made in any of the following circumstances:

- a. The teachers involved have agreed to different class sizes in order to better meet the needs of the children, e.g., reading readiness in first (1st) grade.
- b. The teachers have agreed to modification for educational purposes such as specialized or experimental instruction (e.g., team teaching or large group instruction), improvement of instructional methods, or any other valid reason which shall be communicated to the Association as soon as practicable.
- c. Maximum class size limitation shall be reduced for classes assigned to significantly smaller rooms. Disagreement on this issue shall cause intervention by the Association and Associate Superintendent and is subject to the grievance procedure.

6. The student-to-teacher and teacher assistant ratio in the autism and severely impaired programs will not exceed five (5) students to one (1) teacher and teacher assistant. Classrooms with three (3) or more students will have a teacher assistant.

B. Each special education student shall be computed as two (2) students in determining building staff allocations. Further, the distribution of mainstreamed special education

students shall be balanced between sections and teachers. Special services and support service personnel shall be available to classroom teachers to help meet the educational needs of students who are mainstreamed, having reading problems, and/or difficulties speaking English.

- 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. A Southfield Education Association member shall be included in the membership of the existing district field trip committee as convened by the Associate Superintendent of Instruction.
- 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 will continue to be made readily available to teachers for their reasonable, personal and private/professional use for unit free or collect calls. All other personal calls will be billed to the individual.
- F. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- G. 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 ten (10) working days of their submission to the Manager of Building & Ground Services.
- H. Each teacher will be issued, for personal use, a copy of all texts used in each of the courses of his/her assignment.
- I. Each teacher shall be assigned, for personal use, a locked facility and will also be assured work space when necessary.
- J. A teacher on the high school or middle school level shall 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.

- K. Teachers shall not be assigned to share one (1) classroom at the same time while providing different curriculum offerings unless mutually agreed upon. The Board shall provide appropriate and adequate special education facilities.
- L. The Board shall provide in each kindergarten classroom, as a minimum, a one-way communication connecting the classroom with the office for use by the teacher in alerting office personnel to an emergency situation. Buzzers shall be installed in kindergarten and primary rooms in schools without such devices.
- M. Whenever possible, elementary classroom teachers' assignments to more than one (1) school shall be avoided. If a two (2) elementary building assignment is deemed necessary, a teacher assistant shall be provided for a minimum of two hundred (200) minutes per week to compensate for time spent in travel and care of additional facilities. Elementary special subject teachers shall be excluded from this provision. Secondary teachers who are assigned to two (2) buildings shall have one (1) less instructional class assignment.
- N. Attention will be given to the auditory privacy of offices for counselors, psychologists and social workers.
- O. The Board shall provide special services personnel to reduce referral time for students.
- P. Both parties agree that it is highly desirable to maintain the pre-primary program in the same facility. Therefore, during the term of this Agreement, every effort shall be made to keep the pre-primary program in one location. If it becomes necessary to divert from this arrangement, the staff involved and the Association shall be notified prior to any change and provided the opportunity for discussion on alternatives.
- Q. Teachers shall 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 consultation with the affected teacher(s) shall occur.
- R. All classroom and single subject teachers shall be given notice the previous day by the beginning of the lunch periods of new enrollments unless extenuating circumstances exist and are expressed. 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. All Pre-K through 5th grade receiving teacher shall be consulted before the student is placed in the class.
- S. Each year the Board will distribute a Special Education Handbook and/or amendments to teachers. Such distribution shall occur as early as possible, but no later than the end of the first semester, describing district procedures and appropriate state and federal statutes and regulations.
- T. Secretarial services shall be provided to reading support personnel.

- U. Whatever feasible class list will be computerized and provided by the District to the teacher.
- V. Personnel will be provided for repair of technology and installation of new software.

**ARTICLE IX – DEPARTMENT CHAIRPERSON AND
GRADE LEVEL CURRICULUM COORDINATORS**

- A. In all departments of the senior high schools, having four (4) or more teachers, the principal shall appoint a Department Chairperson from within the department. In any event there shall be a chairperson in each of the following areas: English, math, science, social studies, and special education.

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

A certified librarian shall be included in meetings of department chairpersons. Department Chairpersons and activities/athletic directors shall not serve in dual roles.

- B. In each middle school the principal shall appoint a Department Chairperson from within the department in each of the following areas: English, math, science and social studies, and special education. The principal shall also appoint three (3) grade level curriculum coordinators, one from each grade. In addition to grade level responsibilities they will coordinate industrial arts, home economics, physical education, music, and art on an equitable basis. Certified librarians shall be included in meetings of Department Chairpersons.

- C. The Department Chairperson shall assume instructional leadership, 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.

- D. Department Chairpersons shall be assigned one (1) less class per day or equivalent. Department Chairpersons in departments with eleven (11) or more members shall be assigned two (2) less classes per day. Senior high Department Chairpersons in departments with eighteen (18) or more teachers shall be assigned three (3) less classes per day.

- E. In the K-8 school four (4) Curriculum Coordinators shall be allocated in the areas of English, math, social studies and science.

The responsibilities of these coordinators shall be the same as department chairs, which are outlined in Section C of this article.

Where possible, a Curriculum Coordinator shall be released the equivalent of one class period. If such a release is not possible due to scheduling, the coordinator shall receive additional compensation at a prorated basis.

- F. Each elementary single subject teacher's coordinator (art, vocal music, physical education, and reading support personnel) shall be given at least two hundred (200) minutes per work week for his/her duties to function in the coordination of his/her specialty.

ARTICLE X – VACANCIES

- A. A "vacancy" is an open position that is to be staffed on a permanent basis due to any of the following:
1. Creation of a new or additional position covered by this Agreement.
 2. Voluntary or involuntary termination of a teacher.
 3. A Board of Education approved leave of absence.
 4. Resignation or retirement of a teacher.
 5. Placement of a teacher on Long Term Disability.
- B. The Board agrees to post appropriate notices in connection with its screening for administrative positions in the offices and staff lounges in every school building for five (5) school days when school is in session. Copies of all such postings shall be sent to each Association Representative. Such notices shall also be provided to the Association during the school year and during the summer.
- C. When vacancies occur in positions of Department Chairpersons or grade level coordinators, notices of such vacancies shall be posted in the administrative offices and staff rooms of the building for five (5) days when school is in session before the position is filled. The Administration will give due consideration to all applications so filed. Copies of all such postings shall be sent to each Association Representative and the Association.
- D. Whenever a position in the bargaining unit becomes vacant, it shall be filled with a fully certified, qualified, and contractual teacher. Qualified shall be defined as having a major, minor, or graduate degree in the teaching areas of the vacancy, and, in the case of high school vacancies, also having at least fifty (50) percent of the North Central Accreditation Requirements at the time of application for transfer. Teachers who fully meet 100% of the North Central Accreditation Administration requirements will be given priority over applicants with less than 100%. Teachers who transfer under this provision and who are not fully North Central Accredited shall meet full requirements for that position within one (1) year. Failure to meet this requirement will cause the teacher's reassignment.

For high school advanced placement and advanced courses a major and one hundred percent (100%) North Central Accreditation is needed in order to be qualified for such positions. The superintendent or designee and the SEA President or designee shall meet in March of each year to develop a list of what shall be considered advanced courses for the next school year. Teachers currently teaching advanced placement or advanced courses shall have one (1) year to meet these requirements. Failure to meet these requirements within one (1) year will cause the teacher's reassignment.

At the K-8 school, qualified shall be defined as having a major or minor or a graduate degree in the teaching areas of the vacancy or K-8 certification.

However, effective August 12, 2003, in order to comply with new mandates under the Elementary and Secondary Education Act (ESEA) {also known as the No Child Left Behind Act of 2001}, the following provisions shall define "Qualified" as using the highly qualified standard as outlined below:

A teacher hired before August 12, 2002, shall, by the end of the 2005-2006 school year, have elected and satisfied one of the options below for becoming "highly qualified":

1. For Elementary Teachers:
 - A. Passage of the Michigan Test for Teacher Certification (MTTC) General Elementary Examination for any subject area for which the teacher is endorsed and is teaching in grades 6-8. Individuals who hold the old K-8 "All Subjects" designation on their Elementary Teaching Certificate may elect to take and pass the MTTC subject area examination for each subject that he/she is assigned to teach in grades 6-8 if they do not hold a major in the subject, or
 - B. A graduate degree or coursework that is equivalent to an undergraduate major (Thirty semester credit hours) in any subject area directly related to elementary teaching, or
 - C. Achieve national Board certification or credentialing in any subject(s) at an appropriate development level(s), or
 - D. (1) At least three (3) years of teaching experience at the elementary level and
(2) Have completed, since the issuance of the provisional teaching certificate, a minimum of eighteen (18) semester credit hours in a planned standards-based state Board of Education (SBE) approved endorsement program or a Master's or higher degree in an area appropriate for Elementary Education, or
 - E. (1) At least three (3) years of teaching experience and,
(2) Before the end of the 2005-2006 school year, have completed an Individual Professional Development Plan approved by the District, including completion of Professional Development standards and consisting of at least ninety (90) contact hours or six (6) semester hours of graduate or undergraduate coursework (completed after April 24, 2003) in a standards-based (in accordance with the SBE- approved standards that are aligned with the applicable Michigan curriculum frameworks) subject/content subject area program related to the current teaching assignment.

2. For Middle School, High School and Arthur Ashe Academy teacher:
 - A. Passage of the MTTC Subject Area Examination for any subject area assignment (other than those in which the teacher holds a subject area major) for which the teacher is endorsed and is teaching in grades 7-12. Individuals who hold the old 7-8 "All Subjects" designation on their

secondary teaching certificates may elect to take and pass the MTTC Subject Area Examination for each subject that he/she is assigned to teach in grades 7-8 if they do not hold a major in the subject(s), or

- B. A graduate degree or coursework that is equivalent to an undergraduate major (thirty semester credit hours) in the teaching field, or
- C. Achieve National Board Certification or credentialing in the subject(s) at an appropriate developmental level(s) that he/she teaches, or
- D.
 - (1) At least three (3) years of teaching experience at the secondary level and
 - (2) Have completed, since the issuance of the provisional teaching certificate, a minimum of eighteen (18) semester credit hours in a planned Standards-Based Endorsement (SBE) approved endorsement Program or a Master's or higher degree in an area appropriate for secondary education, or
- E.
 - (1) At least three (3) years of teaching experience and,
 - (2) Before the end of the 2005-2006 school year complete an individual Professional Development Plan approved by the District's School Improvement Team, including completion of Professional Development Activities that are aligned with the State Professional Development.

Any teacher newly hired after August 12, 2003, shall meet the requirements above for "Highly Qualified" as a condition of employment.

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 a determination of their qualifications and receive written documentation from the state department affirming that he/she in fact meets state and federal standards.

Such vacated position shall be posted for a full five (5) school days in administrative offices and staff rooms of each building before a permanent assignment is made. Copies of all such postings shall be provided to the Association and Association Representatives. Postings shall include job title, job description or subjects to be taught, location(s), starting date, and minimum qualifications.

Postings may be amended or withdrawn during the first three- (3) days of the posting period. After three (3) days the position shall be staffed according to the posting unless the Association agrees to the amendment or withdrawal of the posting.

- E. 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 so filed.

G. Teachers shall respond to individual postings. Teachers shall, upon written request, be placed on the mailing list to receive copies of postings occurring during the summer months.

H. All vacancies within the bargaining unit shall be filled with appropriately certified and qualified individuals according to the following order:

1. Transfer teachers.

If a laid off teacher or a teacher who has requested return from leave of absence (in writing) is certified and qualified for the vacancy, applicants for transfer with less seniority than said teachers shall not be considered eligible for such transfer to the position.

If only one eligible teacher applies, that individual shall be placed except under the following circumstance: If after the initial interview for the position, the building principal feels that the applicant needs to have a more thorough understanding of the position, a building visit when classes are in session will be required before the transfer placement is made. If more than one eligible teacher applies, the administrator shall select the qualified candidate with seniority being considered.

2. Tenure teachers according to seniority on leave or laid off and who are qualified for the available positions.

3. Non-tenure teachers according to seniority on leave or laid off who desire to be recalled and who are qualified for the available position.

Positions to be continued, but held by teachers who have been notified of layoff, shall not be considered vacant, but shall be held for placement of displaced teachers and those teachers requesting return from a leave of absence.

I. During the 2000-2001 school year a special procedure shall be utilized to fill vacancies that occur after displaced teachers are placed in the spring. This procedure shall be as outlined in Appendix E. The Labor Management Council shall have the authority to utilize this procedure in other years of the contract as well, upon notice to the SEA Legislative Board and Membership.

ARTICLE XI – TRANSFERS

- A. 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 an Association Representative prior to the actual time of such transfer. The purpose of such meeting shall be to review and discuss the reasons for such transfer.

Involuntary transfers shall occur only for reasonable and just cause, with due process prior to such action. The burden of proof for involuntary transfer action shall rest with the administration.

No involuntary transfer shall be implemented for the purpose of disciplinary action or for job performance as determined through the formal evaluation procedure.

- B. In the event that involuntary transfer of a teacher is necessary, such teacher may respond to a posted vacancy in accordance with Article X.
- C. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such a change. Whenever such change is contemplated, the Association will be consulted.

No teacher will be reassigned for the balance of the school year in which they are awarded a voluntary transfer.

- D. Any teacher who has been transferred to a supervisory or executive position and who later returns to teacher status shall be entitled to such rights, including full seniority, as he/she may have had under this Agreement prior to such transfer to supervisory or executive status. Individuals assigned to such positions after August 1982, or who have never taught in the district shall not accumulate seniority while serving in supervisory or executive status.
- E. 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 Supervisor of Personnel Services. In the event that a teacher's transfer request is denied, that teacher shall, upon request, receive a specific explanation as to the denial. Voluntary transfers during a given school year shall be limited to one (1) per year, unless the teacher is less than full-time.

If a laid off teacher is certified and qualified for the vacancy, applicants for transfer with less seniority than said laid off teachers shall not be considered eligible for such transfer to the position.

Persons requesting transfers for the following school year or those to be assigned to a different grade level, subject area, or school shall be so notified as to such disposition

as soon as the decision is made. Both parties agree that teachers should be notified prior to the end of the school year, if the decision is made by that time.

- F. If transfers result from posted vacancies, the actual transfer of personnel will not occur until the conclusion of all responses to the posting chain and then only at logical and agreed upon natural breaks such as the beginning of a new marking period, the beginning of a new semester or immediately following a Holiday/school recess.

If transfers result from postings after April 10 of any year, the original vacancy shall be staffed temporarily according to the priority order in Article X, Section H, except Step 1.

- G. In the event of school closings, the teachers so affected shall be notified of such closings sixty (60) school days prior to the effective closing of the school.

Teachers so affected shall be transferred pursuant to the provisions of the voluntary transfer procedures.

Should teachers so affected decline participation, they shall be placed by the Supervisor of Personnel Services on the basis of seniority as defined in Article XII, Section C.

There shall be a temporary freeze on all other transfers until the teachers affected by school closings are placed.

- H. When a reduction in the number of teachers in a particular school is necessary, all volunteers shall first be transferred. Based on the need within the area of specialization, certification and qualification transfers will be made on the basis of seniority. Notice of transfer will be given to the teachers concerned within five (5) days of transfer after the building principal has been notified of the reduction.

ARTICLE XII – DISPLACEMENT, LAYOFF AND RECALL

DISPLACEMENT

- A. In the event it becomes necessary to displace teachers due to program elimination, declining enrollment, position consolidation, or a reduction in a building staff allocation, the following steps will occur:
1. The Associate Superintendent of Instructional Services shall determine staffing allocations for the following year by the end of February.
 2. A list of all bargaining unit members, their adjusted seniority dates, and their certification and endorsements shall be prepared and distributed to each building no later than the third Friday in February. Teachers will be allowed to verify the information contained therein by returning a form made available in the Principal's Office and returning such form to the Personnel Office. The list shall be finalized by the Personnel Office by the first Friday in March. Information regarding an individual teacher which is not challenged on or before the first Friday in March shall be presumed to be correct for that respective year or until a new seniority list is issued.
 3. Principals and supervisors shall identify teachers who are scheduled for displacement by the second Friday in March.
 4. The Associate Superintendent for Personnel/Employee Relations shall meet with representatives of the Association, by the end of March, to review the listing of teachers who have been identified for displacement.
- B. Displacement shall be implemented as follows:
1. Elementary Classroom (K-5 and K-8 Classrooms)
 - a. The building administrator shall determine to what extent positions are to be reduced within the staffing allocations. Teachers in the building with the least district-wide seniority shall be displaced.
 - b. Teachers that are displaced shall be placed on the district displacement list in seniority order for possible reassignment or layoff.
 2. Middle School/High School Classroom
 - a. The building administrator shall determine to what extent departments are to be reduced within the staffing allocations.
 - b. Those teachers with the least seniority, in the affected departments, shall be displaced.

- c. No teacher with less seniority shall be retained in the department where there has been displacement of a more senior teacher within the same department, provided all program offerings within the department can be assigned to appropriately certified and qualified staff.
 - d. The sixth (6th) grade shall be considered as a department.
3. District Programs
- Teachers in one of the following programs or positions with the least number of years service in the school district: Elementary Art, Elementary Physical Education, Elementary Instrumental Music, Elementary Vocal Music, Elementary Guidance, Elementary Certified Librarians, Special Education, School Psychologists, School Social Workers, Speech Pathologists and Pre-primary. This language shall also apply to such subject teachers and areas in the K-8 school.
4. Areas of Specialization
- Any existing positions or newly created positions in this bargaining unit which do not fall within the definition of qualified (major, minor, or graduate degree) shall be identified as "Areas of Specialization". In such instances, local qualifications for such positions shall be jointly developed with the Association. Such qualifications shall not include "previous experience in such position". Further, the Board shall provide an opportunity for in-service training to allow all teachers to meet such qualifications.

Those positions which currently exist and are to be included in this category are as follows:

- a. Reading Clinicians (K-5th)
- b. Reading Clinician (K-8)
- c. Reading Clinicians (6th-12th)
- d. Activities/Athletic Director
- e. Public Relations
- f. Positive Peer Influence (PPI) and Guided Group Interaction (GGI)
- g. T.V. Production
- h. Special Education Work/Study Coordinator
- i. Human Relations Coordinator
- j. Planetarium
- k. Special Needs Coordinator (Secondary)
- l. Scholars Plus Coordinator
- m. Elementary Computer Coordinator
- n. Secondary Computer Coordinator
- o. Drug Education Coordinator
- p. Parent/Youth Community Coordinator

Any additions to this listing of positions shall require the mutual agreement of the Board and the Association. Further, the local qualifications for the listed positions shall be as contained in a letter of agreement dated June 15, 1983, unless

changed by mutual agreement. The qualifications for the new positions noted above, added to the area of specialization listing, shall be developed after ratification of the Agreement.

If the district displacement procedures result in a displaced teacher being assigned to a position held by a teacher with seniority equal to or greater than a teacher assigned in the Areas of Specialization, those teachers assigned to these Areas of Specialization positions shall also be displaced. Such vacated Areas of Specialization positions shall remain open and shall not be considered vacancies until the displacement and layoff procedures are completed. Then such positions shall be posted and staffed in accordance with Article X. Example: Teacher positions are eliminated in the District and teachers are thus displaced. If there exist vacant positions at the time of displacement for which displaced teachers are certified and qualified, they shall first be so assigned. Should there be no such vacancies, the displaced teachers shall bump teachers with lesser seniority into positions for which they are certified and qualified. Individuals holding positions defined as Areas of Specialization shall be displaced, if the bumping reaches or passes their particular seniority. Any or all such Areas of Specialization positions equaled or passed in the process of bumping shall be held for posting after the displacement process is completed. The affected teachers holding such Areas of Specialization shall be displaced and assigned existing vacancies, or should no vacancies exist, they shall enter the bumping process. Such displaced Areas of Specialization teachers may apply for the job from which they have been displaced when it is posted after the displacement process.

- C. A district-wide displacement list shall be developed in seniority order including displaced teachers, teachers returning from leave of absence, and teachers on the recall list. Such teachers shall first be assigned to known vacancies that exist during the displacement period, then to the position held by a teacher with the least seniority in the school district for which they are certified and qualified. Qualified shall be interpreted to mean major, minor, or graduate degree. In the case of high school positions, qualified shall also include having met at the time of displacement and bumping, at least fifty percent (50%) of the North Central Accreditation requirements for the position and in the case of an advanced placement or advanced course position qualified shall include possession of a major and 100% North Central Accreditation. In the K-8 school in order to be deemed qualified a teacher must possess either a K-8 certificate, graduate degree, major or minor. As referenced in layoff/recall, Section D such teachers must fully meet the full North Central requirements for the position into which they have been placed within one (1) year of such placement. In order for a teacher to be assigned and/or assume a vacancy for the 2006-2007 school year, the teacher must meet the highly qualified standard as provided in Article X Section D.

Failure to meet these requirements will cause the teacher to be reassigned if a position is available for which the teacher has the seniority, certification and qualification.

D. Example of displacement procedures leading to layoff:

1. January/February:

The Personnel Office sends registered and first class letters to teachers on L.O.A. or layoff regarding their intent to return, extend their leave subject to the terms of the leave provisions, waive recall, or resign.

The Administration issues staffing allocation levels for each building and department.

The Personnel Department requests data processing to run three reports: 1) teachers in alpha order with areas of certification, locations, and assignments; 2) teachers in district-wide seniority order with areas of certification and locations; and 3) teachers in seniority order by location with areas of certification.

These reports are copied and forwarded to the building principals, central office staff, SEA building representatives, and the SEA office.

2. February/March:

The Personnel Office maintains an office master set of the three printouts and updates these as official action occurs. (That is, adding returns from L.O.A., teachers wishing to be recalled, deleting teachers retiring or resigning.) Teachers requesting return from leave and those desiring recall are added to the district-wide seniority list in the appropriate order.

Personnel requests the tentative assignment of teachers for the next school year from each Principal. If displacement due to position elimination is required, the Principals are asked to identify the individual(s) and position(s) affected. The Personnel Office verifies such displacements using the location seniority list and the procedures mandated by the Agreement.

The Associate Superintendent of Personnel services/employee relations and Personnel Administrators meet with the SEA President and Executive Director and provide the following information: the names of displaced staff, information about retiring or resigning teachers, those requesting return from L.O.A., extending their L.O.A.s, requesting return from layoff, or waiving recall.

Personnel Office attempts to make direct phone contact with teachers on L.O.A. or layoff who have not responded to the letters. If contact cannot be made, the District will assume the employee wishes to return to employment.

3. March:

By the end of the second week in March, the Personnel Office prepares a list of displaced (unassigned) teachers in seniority order. This listing includes any teachers desiring to return from layoff or Leave of Absence.

All known vacancies for the following school year are held and not posted until all displaced teachers are assigned.

Assignments are made in the following order (by seniority):

- a. Awarded the first full or part-time vacancy for which certified and qualified. If more than one vacancy exists, the teacher shall select a preference.
 - b. If no vacancy exists, the district-wide seniority list is used with the displaced staff member bumping the least senior teacher in a position for which the displaced teacher possesses the appropriate certification/qualification.
 - c. As a teacher is bumped from his/her position by a displaced teacher, the bumped teacher is then added to the combined return from leave, displaced teacher, return from layoff seniority list, and thus, in turn, may also bump within his/her seniority span and area of certification/qualification.
 - d. This process is continued until all positions for the following school year are staffed. The alpha listing is used to note individual assignments for the forthcoming year. All who remain unassigned are staff to be laid off. Any layoff action usually occurs at the first Board meeting in April (usually should be no later than April 10).
- E. In addition to the procedure above the District shall have the right to displace teachers at the start of the next school year (in the Fall). Any teacher who is displaced during this time shall be reassigned, receive five (5) full days of release time for relocation and a one thousand dollar (\$1,000) cash payment.

LAYOFF/RECALL

- A. In the event the Board determines it is necessary to lay off teachers, the Board shall follow the procedures hereinafter detailed:
1. Before official action on a reduction/layoff of teachers is taken by the Board, it will give notice, in writing, to the Association of the contemplated reduction/layoff and afford the Association the opportunity to consult with the Board or its administrative representatives and to make recommendations concerning the magnitude of the reduction/layoff.
 2. Layoff of teachers shall be determined by the displacement procedures contained in Article XII.
 3. Seniority in the district shall be based upon:
 - a. The effective date of employment.
 - b. The date of the letter of intent.
 - c. The date of Board approval of employment.

Part-time employment shall not interrupt years of service. Sabbatical and military leaves shall not be considered as interruption of years of service. Seniority for all other approved leaves or those teachers who have been laid off shall be computed from the first day of employment, minus the time of such leaves or layoffs. Seniority for teachers re-employed by the district shall be determined by the date of such re-employment, not original employment.

Individuals with equal seniority, as herein defined, shall be further ranked by a form of lottery mutually agreed upon by the Association and administration.

4. Notification of any reduction in staff for a given school year must be made to the individual teacher not less than sixty (60) calendar days prior to the last day of school in the previous regular school year.

All teachers hired after the sixty (60) day limit above shall be laid off provided that they have seniority less than or equal to any teacher already affected by such notice.

Under no conditions shall a teacher be laid off during any school year without receiving prior notice within the limits described above. However, the Board and the Association agree to meet and confer at times of economic emergency to discuss various alternatives to contract staffing constraints and/or to time deadlines as they relate to layoff and the economic emergency. The effective date for staff reductions shall be the last teacher workday of the school year. Teachers so notified of layoff shall not be considered as having any

reasonable assurance of re-employment. Therefore, the Board shall not challenge unemployment compensation claims filed by said teachers.

- B. A laid off teacher may, if he/she elects to do so, continue his/her insurance coverage set forth in Article XV, as permitted by the carrier and upon prepayment of premiums by the teacher.
- C. All teachers laid off pursuant to a necessary reduction in staff shall be placed at the head of the substitute list of the District, provided that a written request for such placement is made by the affected teacher.
- D. Teachers shall be recalled, by seniority, to the first vacancy for which they are certified and qualified or who meet the qualifications for areas of specialization. Qualified shall be defined as major, minor, or graduate degree. In the case of a K-8 school qualified shall be defined as having a K-8 certificate, graduate degree, or a major or minor.

Teachers recalled to senior high school positions (except in the case of advanced placement and advanced courses) shall have fifty percent of North Central Accreditation requirements at the time of recall. If the schedule is changed, this provision shall be extended. In the case of high school advanced placement and advanced courses a teacher must have a major and meet one hundred percent (100%) of the North Central requirement.

Teachers who are recalled under this provision and who are not fully North Central accredited shall meet full requirements for that position within one (1) year from the date of recall. Failure to meet this requirement will cause the teacher's reassignment. This provision shall also be applicable in implementing assignments of displaced teachers in accordance with Article XII of this Agreement.

- E. Teachers shall have the right to waive, in writing, recall to specific assignments and retain recall rights and seniority standing, except as in relationship to individuals recalled as the result of such waiver.
- F. The parties agree a teacher's eligibility for recall shall terminate if he/she:
 - 1. Resigns his/her employment.
 - 2. Fails to respond to his/her recall notice within five (5) days of his/her receipt of such notice by registered mail, and/or fails to report to the teaching assignment to which he/she is recalled, except for waivers as provided for in Layoff/Recall, Section E. The responsibility for verifying and updating address and telephone information rests with the teacher.
- G. No new teachers will be hired by the Board until all laid off teachers eligible under the provisions of this Article for that position have been recalled or decline the opening.
- 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 XIII – 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. The District and the Association recognize that attendance is an important element of the work ethic and increases efficiency and effectiveness. Therefore, each teacher shall have the right to fourteen (14) days of leave without loss of pay annually accumulated at a rate of 1.4 days for each month. The fourteen (14) leave days for the school year involved will be credited in advance on the opening day of each new school year.

In each school year, three (3) of these days may be taken as personal leave days without loss of pay. However, these three (3) days may be taken on opening or closing days of school, nor days immediately preceding or following legal or religious holidays.

Some illustrative examples of legitimate reasons for granting such leave days are:

1. Personal illness, physical disability and/or emergency medical procedures.
2. Illness in the immediate family, which shall be interpreted as father, mother, husband, wife, child, sister, brother, mother-in-law, father-in-law, or any human dependent of the immediate household residence.
3. Observance of religious holidays and holy days.
4. Attendance at a ceremony awarding a degree to the teacher for such portion of the day as is necessary.
5. One (1) day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband, or wife.
6. Time necessary for the conduct of personal affairs which cannot normally be handled outside school hours, such as performance of religious obligations, court appearances, and medical or dental appointments when such appointments cannot be made at any other time.
7. Required appearance for an income tax hearing.
8. Closing of a home mortgage.
9. Death of a relative or friend.
10. Reasons deemed appropriate by the immediate supervisor and the Superintendent who may be advised by the Association.

- B. Unused leave days will be cumulative without limit. A statement of accumulated leave days shall be issued at least quarterly.
- C. The Sick Leave Bank shall be maintained. However, during the first ninety (90) workdays a new teacher shall not be eligible for the bank. Each teacher, upon initial employment, shall deposit one-half (1/2) leave day from his/her individual leave bank. Each year the Board shall deposit in the Sick Leave Bank, to the extent available, a sufficient number of unused leave days of teachers who terminate their employment with the school district in order to maintain a level of one (1) day for each employee in the bargaining unit. Withdrawals may be made from the bank upon written application to the Leave Day Committee by a teacher who has exhausted his/her own leave days or under other provisions stated in this Agreement. There shall be a five (5) workday waiting period after exhaustion of accumulated sick leave before bank days are provided. This waiting period shall be waived in the case of hospitalization at the time of application.

The Leave Day Committee shall be composed of two (2) members of the administrative staff and two (2) members of the Association and shall meet no less frequently than monthly. The Committee shall be empowered to approve or disapprove all such applications and determine the number of days allowable, if approved. The teacher receiving such an allowance from the bank shall not be expected to repay the days so provided. Use of the Sick Leave Bank will not be limited until such time that a teacher may be eligible for long term disability benefits or in the case where such days are taken due to family illness the maximum period that will be eligible for coverage is one hundred and eighty calendar days.

The Sick Bank Committee reserves the right to request a second opinion from a jointly pre-approved pool of physicians. Any cost for the second opinion shall be paid by the District.

- D. 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 staff members 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 five (5) 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 Superintendent, who may be advised by the Association.

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. Said days shall not be charged against the teacher's leave day allowance.

- E. 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 from the Sick Leave Bank upon the presentation of evidence of on-the-job exposure to the Leave Day Committee.

- F. A teaching contract assumes full service except for necessary absences as covered under this Article. Therefore, personal leave without remuneration is granted only for reasons in Section A of this Article.

- G. Teacher absence from school is to be reported by the teacher involved to an agent of the Board of Education to be designated from time to time. Teacher shall notify the Board of Education's agent 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. 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.

- H. The Board of Education reserves the right to have an employee examined by a Board appointed physician at Board expense for reasons of illness or disability.

ARTICLE XIV – LEAVES OF ABSENCE

A. Sabbatical Leave:

Leave may be granted to teachers of the professional staff of the Southfield Public Schools upon the recommendation of the Superintendent of Schools who may be advised by the Association, and finally 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.

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.
5. 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.

6. Unless otherwise requested, a teacher upon return from a sabbatical leave shall be restored to his/her teaching position, or to a position of like nature and status.

Nature and status shall be defined as the same job category (e.g. teaching area) and same level (e.g. elementary, middle school or high school). If no vacancy exists, the teacher returning from sabbatical leave shall be placed in the position of least seniority within the appropriate category and level.

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.

7. 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.
8. 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.

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.

9. 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.

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

1. Health and Long Term Disability Leaves:

Subject to the right of the Board to terminate a teacher for just cause in those instances where a teacher's health warrants it, health and L.T.D. leaves shall, after one (1) year of service, be granted up to one (1) year plus an unfinished year. Such leaves may be extended, on an annual basis, for an indefinite period.

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. However, life and health insurance benefits shall be provided to those teachers on L.T.D. as described in Article XV, Section E.

2. Parental Leave:

Upon verification of the pregnancy with a physician's statement, a paternity/maternity leave may be granted to a tenure teacher.

A teacher, who is on tenure and is adopting a child, may be granted leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which he/she went on leave.

The leave shall be granted for a period of one (1) year, and may be renewed annually for an additional five (5) years. Increments shall not accrue during such leave.

3. Military Leave:

Any teacher covered by the salary schedule 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.

Further, all provisions of this policy shall be in accordance with state and federal laws governing military leave of absence.

4. Personal Leave:

A teacher may request a personal leave of absence for one (1) year period or the remaining balance of a year. Such leave may be extended annually. Increments shall not accrue during such leave.

5. Alternative Career Leaves:

A teacher may request an alternative career leave for purposes of seeking employment in a career other than public education. Such leave may be renewed on an annual basis, for an indefinite period. Increments shall not accrue during such leave.

C. 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. These leaves may be granted for a maximum of one (1) year. The leave may be extended for one (1) additional year, upon receipt of a written request from the teacher, recommendation of the Superintendent, and approval of the Board.

D. 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.

These leaves may be granted for a maximum of one (1) year. The leaves may be extended for one (1) additional year, for unlimited number of times, upon receipt of written request from the teachers, and recommendation of the Superintendent and approval of the Board. Increments shall not accrue during such leave.

E. Return from leave:

Upon return of the teacher from leave, all benefits accrued before leave shall be restored. By March 15, the teacher will notify the Superintendent, in writing, of his/her intention to return from leave, extend such leave, 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, based upon seniority.

Teachers returning from leave of absence or layoff shall receive notification of the adjustment in their seniority dates within five (5) school days of notice of return. Seniority date adjustments shall be accomplished by reducing one (1) school day for teachers for each actual day of work missed due to layoff and/or leave of absence.

Once a teacher has requested return from leave of absence, no lesser senior teacher shall be transferred or recalled to a vacancy for which the teacher wishing to return from leave is certified and/or qualified.

- F. Any teacher who, while on leave of absence, takes employment as a teacher in another district or in any other way violates the terms of his/her leave shall be deemed to have terminated his/her relationship with the Southfield Public Schools and there shall be no further obligation upon the Board.

ARTICLE XV – FRINGE BENEFITS

A. The Board agrees to furnish to all teachers (and dependents) the following MESSA PAC insurance protection:

Plan A: For employees electing MESSA Health Insurance.
Health: Super Care I *Effective January 1, 2005, the Co-pay on prescription drugs shall be \$5/\$10 and the deductible shall be \$100 for individual and \$200 for Family Coverage I.*
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

Benefits, if disabled prior to age seventy (70) will be paid through the end of the school year in which a person reaches age seventy (70). Pre-existing conditions will be covered.

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 & Dismemberment at Double Indemnity
Vision: VSP-3 Plus

Where applicable and at the teacher's option, MESSA-Care Exact Fill Complimentary Coverage and Medicare premiums shall be paid by the Board for the teacher, spouse and/or eligible dependents, in lieu of MESSA Super Care I premiums.

Plan B: For employees not electing MESSA Health Insurance.
Long Term Disability: As defined in Plan A
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 & 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.

C. Teachers not wishing health insurance through the school shall enroll in Plan B and be allowed to apply twenty five dollars (\$25.00) per month, at the expense of the Board toward any of the MESSA options (exclusive of Board paid short term disability) and shall receive an annual cash payment in the amount of one-thousand two hundred dollars (\$1,200.00). If husband and wife are both teachers in the system, one will be eligible for full family health insurance and the other this option. Teachers may add the \$300/Annually to the cash payment in lieu of taking the MESSA options.

- D. 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.

The Board agrees to pay health and life insurance for those persons on L.T.D. and/or workers compensation.

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 after the period of coverage to be provided at the Board's expense, as above described. 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 Leave of Absence may continue under group coverage for eighteen (18) months. During such time the teacher shall be responsible for submitting 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 XV, shall commence on the first (1st) compensable workday for teachers and the coverage shall remain in effect continuously for the duration of this Agreement and in accordance with Section E above. Teachers on sabbatical leave will be covered as provided for in Article XIV, Section A, item 2 of this Agreement. There will be no coverage for teachers on any other type of leave, except L.T.D.
- 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 here under, 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 coverages 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 be considered a breach by either of them of any obligation.

- J. The benefits stated above shall be by way of a fringe benefit with no provision for reimbursement for those employed who do not qualify or do not select such benefits, except as provided by C above.
- K. Appropriate government documents and enrollments needed to comply with Section 125 of the IRS Code shall be done through the MESSA Option All Program.

ARTICLE XVI – WORKERS' COMPENSATION

- A. Workers' Compensation shall be provided as required by law. In addition, teachers drawing Workers' Compensation benefits may 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. If a teacher has no accumulated leave bank, no salary supplement shall be paid by the Board unless application is made and approval is granted by the Sick Bank Committee. Other than as a salary supplement, there shall be no loss of leave days due to an injury on the job.
- 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. In the event of termination prior to the expiration of the time periods of Section A, rights to continue payment of supplemental benefits by drawing on employee leave banks shall cease.
- D. Teachers on Workers' Compensation shall receive, for the first one hundred eighty calendar days or the number of accumulated leave days whichever is greater, continued accrual (loading) of leave days. In the event disability continues beyond the waiting period (one hundred eighty calendar days) of the Long Term Disability, the employee shall be placed on such 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 teachers, as long as they continue on Workers' Compensation and/or Long Term Disability.
- E. If a teacher is eligible for Workers' Compensation benefits, the teacher's position shall be held open for a maximum period of time until eligible for long term disability or one year plus the balance of the school year, whichever is shorter. At that time the teacher shall be considered as being on medical leave in accordance with Article XIV.

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 XVII – TEACHER EVALUATION

- A. The primary goals of the probationary teacher evaluation program are to improve instruction, enhance professional growth, and to make job status determinations regarding probationary employees.
- B. The district shall provide each probationary teacher with an Individualized Development Plan (IDP) to be developed by the appropriate administrative personnel in consultation with the individual teacher.
- C. All evaluation or observation of the work performance of probationary teachers shall be conducted openly and with full knowledge of the teacher. However, this section shall not preclude unannounced observations of a teacher's classroom teaching by an administrator, as long as such observation is part of an established evaluation cycle as delineated herein.
- D. Probationary teachers shall have at least three (3) announced observations during the school year, the first (1st) by November 15, the second (2nd) by January 15, and the third (3rd) by March 15 of each probationary year. Probationary teachers who begin their employment after the regular opening of the school year shall have the above schedule adjusted to provide three (3) observations during each probationary year.
- E. All announced and unannounced observations shall be conducted by the probationary teacher's appropriate supervisor. Each observation shall be made in person for a minimum of at least forty (40) consecutive minutes beginning at the start of the class period. More and longer uninterrupted observations are encouraged.
- F. The probationary teachers and the administrator shall confer following each observation. This conference shall occur within ten (10) school days following each observation. The purpose of such a conference is to aid the probationer through critique, suggestions, and discussion.
- G. No later than March 25 of each probationary year, a written evaluation report shall be furnished to the Superintendent, summarizing the performance of each probationary teacher as well as their progress in meeting the goals identified in the Individualized Development Plan. This report will contain the principal's recommendation regarding employment for the ensuing school year. This report shall be signed by the probationer, signifying his/her awareness of content. The report shall not contain information not previously made known to and discussed with the probationary teacher. Prior to submitting the report to the Superintendent, a copy of such report shall be given to the probationary teacher. The district's failure to provide the required report as defined above is conclusive evidence that the teacher's performance for that school year was satisfactory.

In the event a probationary teacher is not to be continued in employment, the Board shall so advise the teacher in writing in accordance with the Michigan Teachers' Tenure Act.

- H. The probationary period for teachers new to the Southfield staff, who are entering their first (1st) teaching post, is four (4) years. Under the Michigan Teachers' Tenure Act, teachers who have completed, in a satisfactory manner, their probationary period in another school district in Michigan will, after two (2) years of probationary service in the Southfield Schools, be eligible for tenure.
- I. Probationary teachers may be discharged upon recommendation of the Superintendent and approval of the Board. The statutory written statement and notice will be provided pursuant to the procedures of the Michigan Teachers' Tenure Act. The statutory written statement and notice will be delivered to the teacher not less than sixty (60) calendar days prior to the effective date of the end of the school year. In the case where a teacher's evaluation cycle has been adjusted because he/she was initially hired at least thirty (30) days after the start of a school year, the statutory written statement and notice will be delivered to the teacher not less than sixty (60) calendar days prior to the end of the probationary teacher's annual anniversary date. A teacher may, prior to the effective date of discharge, request an interview with the Superintendent to review the reason for discharge. The statement and notice delivered to the teacher shall be fully effective whether or not an interview is requested or takes place. It is expressly agreed by the parties, that the discharge of a probationary teacher is subject to the grievance procedure up to, but not including, binding arbitration.
- J. Non-certified employees covered by this Agreement although not included in the Michigan Teachers' Tenure Act, shall be evaluated in the same manner with the same procedures as probationary teachers covered by said Act as described above for the first four years of employment.
- K. Tenured teachers shall be evaluated in accordance with the established tenure teacher evaluation procedure, which is contained in this article and in Appendix D of this Agreement. Such procedures and criteria shall not be changed or modified in any way unless mutually agreed to by both parties. Any alleged misapplication or violation of these procedures and/or criteria shall be subject to the grievance procedure. Appendix D shall include the new tenure teacher evaluation system plus statements, which prohibit bargaining unit members involvement in evaluation. Use of terminology from any professional development program (e.g. Effective Schools) shall not be used in the summative program.

ARTICLE XVIII – 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, as defined above, as promptly as his/her teaching obligations will allow, but 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 an 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 or the charge dismissed.
- G. Should a teacher incur injury or damage to himself/herself or his/her personal property 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 the 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 documents in his/her official personnel folder, located in the Personnel Office in the presence of an administrator:
 - 1. Any document prepared by the teacher.
 - 2. College transcripts.
 - 3. Any progress or evaluation forms prepared by the Principal or Supervisor

4. Other miscellaneous documents which, in the opinion of the administration, are not privileged or confidential.
- K. 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.
- L. 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 will not release information regarding any individual unless that employee has voluntarily signed a release form.
- M. The parties agree to establish a Joint Committee which will meet bi-monthly whose task shall be to develop ways to implement and advise teachers of their rights under the "Employee Right To Know Law" and to resolve Safety, Health and Security issues.
- 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. Pursuant to the joint understanding "Issues: Sick Bank, Medical Verification Form, Communicable Diseases, Return from Leave, Board right to have employee examined by Board physician", signed and dated August 19, 1990, the parties agree that the issue of employees with communicable diseases which are not known to be spread by casual contact shall be assigned to a joint committee which shall prepare language on the issue to be incorporate in the Agreement. Furthermore, the parties agree that said Joint Committee shall clarify and revise the existing language dealing with communicable diseases which are known to be spread by casual contact as such language interrelates with the primary issue.

ARTICLE XIX – NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties, shall be, upon consent of both parties, subject to professional negotiations between them from time to time during the period of this Agreement.

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. The parties shall begin negotiations for a new Agreement, covering wages, hours, terms and conditions of employment of teachers employed by the Board no later than May 15, of the year in which this Agreement expires.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiators or bargaining representatives of the other party, and each party may select its representatives from within or outside the School District.
- D. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, when such meetings have been arranged by mutual consent, shall be released from regular duties without loss of salary or leave days.
- E. The Board and Association recognize the value of collective efforts as they apply to collective bargaining and problem solving.

The Board and Association are committed to study the many models of collaborative decision making, particularly as they apply to the collective bargaining process.

The Board and Association shall work towards a suitable process for collaborative bargaining and problem solving tailored to enhance a positive working relationship.

ARTICLE XX – PROFESSIONAL GRIEVANCES

A. A grievance is a complaint lodged by a teacher in the bargaining unit or by the Association concerning any:

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 fifteen (15) 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 ten (10) school days after the original informal conference under Step 1 of this procedure. The written grievance may be presented to and discussed with the supervisor by not more than two (2) representatives of the Association accompanied by the teacher at the discretion of the Association. 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 twenty (20) school days after the date of the response of the Superintendent at the previous step.

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. Grievances involving the matter of class size shall be initially processed in accordance with Section B - Step 1. The building principal shall respond within forty-eight (48) hours. If the matter is not resolved, it shall be immediately referred to Section B - Step 3 for resolution.
- D. 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.
- E. 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 Step 1 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.
- F. 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.

- G. 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.
- H. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- I. 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.
- J. 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.

The Board shall provide notice to the Association of an employee filing action in another forum as specified above within ten (10) work days of the Board's receipt of notice of such filing.

ARTICLE XXI – COLLABORATIVE GOVERNANCE PROCEDURE

- A. The parties agree to establish a joint Council (hereinafter referred to as the PIE (Partners In Education) Council). The mission of the council is to create a working environment that improves and enhances student achievement by improving labor management relations and decision making processes between the parties.
1. The composition of the PIE Council shall be as follows:
 - a. President of SEA
 - b. President of S-MESPA
 - c. President of ESOS
 - d. President of SASA
 - e. SASA Appointee
 - f. Southfield Coordinating Council (SCC) Chairperson
 - g. Executive Director of SCC
 - h. Superintendent
 - i. Chief Administrator for Labor Relations
 - j. Chief Administrator for Administrative Services
 - k. Chief Administrator of Instruction
 - l. Chief Administrator for Human Resources
 2. The PIE Council may establish subcommittees as needed. Subcommittee composition will depend on the purpose. Subcommittees are advisory and report to the PIE Council.
 3. Issues addressed by the PIE Council shall include, but not be limited to issues that:
 - a. Reflect the mission of the PIE Council
 - b. Have district-wide impact
 - c. The parties agree are of mutual interest
 - d. Are important to the parties, excluding personnel matters pertaining to individuals
 4. The PIE Council will make decisions by consensus, defined as “everyone can live with the decision and strongly advocate for the decision.”
 5. The PIE Council will meet on the first and third Thursdays of each month from 8:30 a.m. to 11:30 a.m. except as modified by the PIE Council.

The meetings will be closed and if visitors attend, it must be by invitation.

ARTICLE XXII – CONTINUITY OF OPERATIONS

During the term of this Agreement the Association will not authorize, sanction, condone or acquiesce in nor will any member of the bargaining unit take part in any strike as defined in Michigan Public Act 336 of 1947 as amended by Michigan Public Act 379 of 1965. 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 XXIII – MISCELLANEOUS

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. A current list of available substitutes, ranked according to their area of certification and specialization, shall be distributed to all department chairpersons and Association Representatives. The Board shall make every effort to assign substitutes according to their area of certification and specialization. Such list of substitutes may include teachers on parental leave from this system. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. Teachers who know that they will not return to teach in the district for the ensuing school year shall verbally advise their supervisor, if asked of that fact. Such notification is informal and not binding on the teacher or the Board.
- C. As a result of initial employment, all teachers shall be required to have a physical examination. Such examination shall be recorded on forms provided by the Board.
- D. A certified teacher, regardless of status, who wishes to terminate employment should hand in a written notice to the Personnel Office 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 services 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.
- E. Payroll Deductions
1. All new teachers must have on file an exemption card for withholding tax as required by I.R.S. in the payroll office.

Any teacher desiring a change in exemptions shall do so by filing a new card. Deductions are based upon a schedule supplied by the Federal Government.
 2. Teachers may request that additional deductions be made from their pay for the following purposes:
 - a. Washington National Income Protection Insurance approved by S.E.A.
 - b. Professional Association S.E.A., M.E.A. and N.E.A. dues, fees, or assessments.
 - c. United Foundation contributions.
 - d. Detroit Teachers Credit Union and/or S.O.C.U.

- e. Tax Deferred Annuity: M.E.A. Financial Services, Lincoln National, Equitable Life, Great West, Fidelity Investments, V.A.L.I.C., Eschels and Consolidated Financial Services. Teachers may deduct for up to two companies.
- f. Health Insurance - Blue Cross/Blue Shield, Michigan Education Special Services Association health insurance.
- g. Detroit City Income Tax.
- h. Michigan State Income Tax.
- i. M.I.P. payback.
- j. M.E.S.S.A. or M.E.A. Financial Services Sponsored Programs as follows:
 - Survivor income insurance
 - Hospital confinement indemnity (individuals currently in the program only.)
 - Basic term life insurance
 - Supplemental life insurance
 - Dependent life insurance
 - Group term life insurance
 - Short term disability may not be purchased with negotiated option dollars.
 - Long term disability is not available for individual purchase.
 - M.E.A.F.S. auto insurance
 - M.E.A.F.S. home owners insurance
 - M.E.A.F.S. tax deferred annuity programs
 - M.E.A.F.S. mutual funds
 - M.E.A.F.S. individual retirement accounts
 - M.E.A.F.S. single premium deferred annuities
 - M.E.A.F.S. P.R.D. classic life program (Universal life, Adjustable Life, and whole life.)
 - Verity - Long Term Care

Additions to this listing of M.E.S.S.A./M.E.A.F.S. programs for payroll deduction may be made only if mutually agreed to by the parties.

Funds deducted for Association dues, credit union, and/or annuity shall be submitted to the appropriate organization or company on the pay when the deduction occurs.

- F. The Board shall provide up to a total of ninety (90) 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.

In addition, the Association President shall be released full-time each day for the performance of Association business. All financial responsibilities associated with the released time shall be the responsibility of the Board.

- G. 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.

- H. This Agreement is subject, in all respects, to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association, and teachers in the bargaining unit and 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 no appeal has been taken 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.
- I. 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.
- J. Each teacher shall have on file details of class routine and a two (2) day lesson plan for use in case of emergency absence for which no regular lesson plan is available.
- K. It shall be the responsibility of teachers to interpret the program of the schools to the community in ways, which will improve the public's understanding of purpose and procedures and encourage its involvement.
- L. All days of attendance for pupils shall be used for instructional programs unless designated otherwise by the Board.
- M. No teacher shall be required to report for work on any day where an official public notice over radio stations WXYZ, WWJ, WJR, CKLW, WOMC, and television stations WJBK (2), WDIV (4), WTVS (56), and Cable Channel 16, shall have closed the Southfield Public Schools.

The parties agree to update this listing before winter of 1997.

If adverse conditions exist on records day, conference days or the like, teachers shall be notified by public announcement (as above) that they will not be expected to report for work.

If conditions exist which, in the judgment of the Board, are not consistent with the health and well being of the students in a school building, the students will be dismissed. If these conditions also apply to the teaching staff, they will be dismissed.

The administration shall establish a telephone fan-out system to inform teachers when a scheduled school day is canceled.

The parties recognize that Michigan Law currently requires the District to schedule one hundred eighty (180) days of school as defined by the State Aid Act and that only "Act of God" days which cause the district to hold less than 178 days of school need be rescheduled. In the event that it may become necessary to schedule "make-up" days when schools are closed, it is agreed that:

1. If the District does not have to reschedule any such days as described above, that the calendar as contained herein shall remain as agreed to.
 2. If the District must reschedule student instruction days, then the parties will meet to negotiate amendments to the calendar as contained herein to provide sufficient student days to comply with state law.
 3. The end of the year calendar will be finalized and copies distributed to students and school employees no later than May 1, if amended.
 4. If teachers are required, under this provision, to report for work beyond 187 days, they shall be compensated at their regular daily rate per day (i.e.; salary divided by 187 days).
 5. In the event the State Aid Act is amended and such amendment repeals, or modifies in any way the District's obligations with respect to this subject, the parties agree to meet to renegotiate the school calendar and other pertinent provisions.
- N. The Board and the Association agree that many additional concerns regarding reorganization and/or closing of schools are not contained herein. The Administration and the Association shall meet to interpret, implement, and jointly develop procedures to address these concerns.
- O. No teacher shall be disciplined without just cause. The term discipline as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharge; adverse evaluation; or other actions of a disciplinary nature. Any such actions shall be subject to the grievance procedure including arbitration. 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.

- P. When an individual teacher's contract is to be reduced from full time to less than full time the Association will be directly involved in the discussion with the teacher.
- Q. A joint committee shall be established to develop and implement a Teacher Career Assistance and Placement Program.

The purpose of such program is, in part, to provide assistance to teachers who are laid off, may be laid off, seek career or job changes, desire job retraining, seek relocation, or other similar activities.

- R. For the duration of this Agreement the mutually agreed upon guidelines for Shared Teaching shall continue as developed by the Joint Committee established in 1983 to study and assess the possibility of a Shared Teaching Program. Such program shall continue to be implemented.
- S. A Joint Committee of six (6) (three Administrators and three Association members) shall be established to make recommendations regarding the format of student report cards and the method of reporting student grades at each level in order to establish uniformity for use throughout Southfield Public Schools.
- T. A Joint Committee of four (4) (two Administrators and two (2) Association members) shall be established to implement and monitor the state mandated teacher mentoring program.
- U. During any school year where the calendar reflects day(s) set aside for a District-Wide Professional Development day, a Joint Professional Development Committee shall be convened to establish the content and the design for such a day. Minimally the committee shall consist of the president or designee from each MEA unit, the Executive Director of SCC, the Supervisor of Instructional Technology and Professional Development, and three (3) representatives designated by the school district.

The Joint Committee shall also be responsible for reviewing plans for building/work-site professional development days.

ARTICLE XXIV – DURATION OF AGREEMENT

This Agreement shall be in effect for three (3) years. The first (1st) contract year shall commence on August 12, 2003, and terminate on August 11, 2004. The second (2nd) contract year shall commence on August 12, 2004, and terminate on August 11, 2005. The third (3rd) contract year shall commence on August 12, 2005, and terminate on August 11, 2006.

**APPENDIX A-1
SALARY SCHEDULE FOR 2003/2004**

Steps	Years	BA	MA	MA + 30
1	0	36,795	39,146	41,795
2	1	37,899	40,320	43,049
3	2	39,586	42,010	44,737
4	3	40,999	43,628	46,348
5	4	42,821	45,650	48,473
6	5	47,470	50,493	53,322
7	6	50,480	53,528	56,354
8	7	53,320	56,557	59,375
9	8	56,555	59,789	62,510
10	9	59,583	66,460	69,179
11	10	63,021	70,087	72,919
12	11	66,548	79,176	82,004

**APPENDIX A-2
SALARY SCHEDULE FOR 2004/2005**

Steps	Years	BA	MA	MA + 30
1	0	36,979	39,342	42,004
2	1	38,088	40,522	43,264
3	2	39,784	42,220	44,961
4	3	41,204	43,846	46,580
5	4	43,035	45,878	48,715
6	5	47,707	50,745	53,589
7	6	50,732	53,796	56,636
8	7	53,587	56,840	59,672
9	8	56,838	60,088	62,823
10	9	59,881	66,792	69,525
11	10	63,336	70,437	73,284
12	11	66,881	79,572	82,414

**APPENDIX A-3
SALARY SCHEDULE FOR 2005/2006**

Steps	Years	BA	MA	MA + 30
1	0	37,534	39,932	42,634
2	1	38,659	41,130	43,913
3	2	40,381	42,853	45,635
4	3	41,822	44,504	47,279
5	4	43,681	46,566	49,446
6	5	48,423	51,506	54,393
7	6	51,493	54,603	57,486
8	7	54,391	57,693	60,567
9	8	57,691	60,989	63,765
10	9	60,779	67,794	70,568
11	10	64,286	71,494	74,383
12	11	67,884	80,766	83,650

APPENDIX A-4 – 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	2003-2006
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-5 – RETIREMENT

A teacher with fifteen (15) years of service in the Southfield Public Schools and who is eligible for State Retirement Benefits shall receive retirement benefits from the School District as follows:

A teacher who submits his/her intent to retire effective at the end of a given school year and who does so by February 1 of that year shall receive \$12,000.00 on the effective date of retirement.

Should a teacher under this section miss the February 1st notice deadline to obtain the \$12,000 payment, said teacher shall be eligible for a payment of \$10,000. This agreement is only operational between February 1st of any given school year and the day before the first teacher report day of the subsequent school year.

APPENDIX B-1-A: 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:

SENIOR HIGH SCHOOL	POINTS
Activities/Athletic Director	40
Football	40
Assistant Football	24
Basketball	40
Assistant Basketball	24
Swimming	34
Assistant Swimming	20
Baseball	34
Assistant Baseball	20
Track	34
Assistant Track	20
Wrestling	34
Assistant Wrestling	20
Hockey	34
Assistant Hockey	20
Golf	30
Assistant Golf	16
Cross Country	34
Assistant Cross Country	16
Tennis	30
Assistant Tennis	16
Volleyball	34
Assistant Volleyball	20
Softball	34
Assistant Softball	20
Soccer	34
Assistant Soccer	20
*Intramural Coordinator	24
Debate	40
Assistant Debate	16
T.V. Production	17
Dramatics Director	31
Dramatics Producer	31
Dramatics Technical Director	15
Competitive One-Act Plays	12
Band	40
Vocal Music	34
Student Congress	17
Cheerleading	20 per season
Assistant Cheerleading	14 per season

SENIOR HIGH SCHOOL	POINTS
Pompon	8 per season
Yearbook	17
Newspaper	17
Radio Sponsor	17
Faculty Manager	24
Forensics	12
Assistant Forensics	8
National Honor Society	8
Musical Orchestra Director	12
Musical Vocal Director	12
Musical Choreographer	12
Orchestra Director	8
Senior Class Sponsor	14
Junior Class Sponsor	12
Sophomore Class Sponsor	10
Freshman Class Sponsor	8
TechnoJays Advisor 1	26
TechnoJays Advisor 2	8
Engineering Academy Activity Sponsor	16
Health Academy Activity Sponsor	16
Arts Academy Activity Sponsor	16
Business Academy Activity Sponsor	16
School Store – DECA	12
Dance Company Director	10
Academic Support Coordinator	24
Assistant Music Vocal Director	10
Intramural Athletic Sponsor (AAA)	10
High School Activities Sponsor (AAA)	10
Project Advance Class Sponsor (AAA)	10
Middle School Activities Sponsor (AAA)	10
Administrative Discretionary Points	16

(ONE (1) YEAR POSITIONS: EACH YEAR MUST BE POSTED)

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

MIDDLE SCHOOL	POINTS
Activities Coordinator	12
Basketball Coach	16
Volleyball Coach	12
Track Coach	12
Softball Coach	12

Swimming Coach - Combined	8
Wrestling Coach – Combined	8
Baseball Coach-Combined	12
Student Council	12
Band (At least one performance per year)	10 total
Newspaper (Must provide a minimum of 5 issues)	9
Vocal Music	7
Yearbook	9
Orchestra (At least one performance per year)	10 total
Dramatics	7
Intramural Coordinator	12
**Intramural Activities Sponsor	8
Newspaper Typist	3
Beta Club	12

**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.

K-8 SCHOOL	POINTS
Activities Coordinator	12
Basketball Coach	16
Volleyball Coach	12
Track Coach-Combined	12
Softball Coach	12
Band (Total) (At least one band performance per year)	10
Newspaper (Must provide a minimum of 5 issues)	10
Vocal Music	7
Yearbook	9
Orchestra (Total) (At least one performance per year)	10
Dramatics	7
Intramural Coordinator	12
Intramural Activities Sponsor	8
Newspaper Typist	3
Wrestling – Combined	8
Baseball – Combined	12
Safety Patrol	12
Service Squad	12
Student Council	12
Instrumental Music	7
Art Coordinator	7
Special Projects Coordinator (Not to exceed 4 Coordinators)	24
Read Across America Coordinator	4
Academic Competition	8

ELEMENTARY SCHOOLS	POINTS
Safety Patrol	12
Service Squad	12
***Activities Coordinator	12
Student Council	12
Instrumental Music	7
Vocal Music	7
Newspaper Typist	4
Art Teacher	7
Intramural Activities Sponsors	8
Academic Competition	8
Orchestra (At least one performance per year)	7
Special Projects Coordinator (Not to exceed 4 Coordinators)	24
Read Across America Coordinator	4

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

Procedures:

- I. The payments for Appendix B responsibilities shall be as follows for the term of this Agreement:

2003-2004	FIRST YEAR	\$139.02
	AFTER FIRST YEAR	\$157.43
2004-2005	FIRST YEAR	\$139.02
	AFTER FIRST YEAR	\$157.43
2005-2006	FIRST YEAR	\$139.02
	AFTER FIRST YEAR	\$157.43

Payments for each annual assignment will be made in four (4) pro-rated installments. Seasonal assignments shall be paid on a pro-rated basis each payday for the duration of the assignment. Such pay dates shall be established by the Payroll Department and shall not be subject to change. Such payments shall not commence prior to October 1.

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, except for those individuals currently holding more than one (1) position.
6. Any positions not presently on Appendix B should not begin operation until they are approved by the Board of Education and the Association.
7. Elementary position shall be rotated using the same procedure currently used for the rotation of Summer School positions.
8. Individuals selected for Appendix B positions shall be required to sign the Appendix B supplemental salary contract in Appendix F.
9. The Activities/Athletic Director, Head Coaches and Assistant Coaches shall meet the following qualifications:
 - a. The Activities/Athletic Director(s) shall hold a valid Michigan Teacher's Certificate; have had previous experience as a coach (desirable, not required); have knowledge of the overall operation of an athletic program; 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; knowledge of MHSAA rules, knowledge of NCAA Clearing House 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-1-B: VOLUNTARY ASSIGNMENT EVALUATION PROCEDURE

A. Beginning with the 2000-2001 school year, all new Appendix B employees shall serve a one (1) year probationary period. At the end of this probationary period, all employees will be evaluated by the principal or designee as to the status of continued employment.

B. Evaluation Procedures:

Following satisfactory completion of the probationary period, the following shall apply:

Step 1:

The principal or designee meets with member before the season or the activity begins and explains the expectations per the position in writing. This may be individual or group, if appropriate.

Step 2:

A folder is maintained by the appropriate Schedule B administrator (building principal). The Association member places in this folder any items he/she feels support in his/her performance (i.e., student participation, student or advisor awards, news articles, etc.). The principal or designee may also add items to the folder (i.e., parent compliments or complaints), if signed. The folder shall also contain the evaluation for that year. Any items in the folder must be acknowledged by the association member and signed off.

Step 3:

Where possible within thirty (30) school days the principal or designee meets with the member after completion of the season or activity, reviews the portfolio, and determines whether the member's performance is satisfactory, needs improvement or unsatisfactory. If the rating is needs improvement or unsatisfactory, the principal or designee must indicate why in writing and what can be done during the next season/year to become satisfactory. Such notification shall be provided to the member and the Association. The principal or designee must design a written improvement strategy, which contains at least administrative directives, administrative assistance, and timelines to accomplish a satisfactory rating.

Step 4:

If the member's performance is rated unsatisfactory during or by the conclusion of the season/year for which the written improvement strategy is in place, the member may be involuntarily removed from the position. Involuntary removal from an Appendix B position may be processed pursuant to the grievance procedure.

APPENDIX B-1-C
SOUTHFIELD PUBLIC SCHOOLS
ACTIVITIES/ ATHLETIC DIRECTOR EVALUATION FORM

Name: _____ School: _____

- Probationary
 Non-Probationary

Number of years as Activities/Athletic Director: _____

CRITERIA FOR ASSESSMENT	Very Good	Good	Acceptable	Needs Attention	Not Acceptable	Not Applicable
1. Cooperation with Building Administrator	<input type="checkbox"/>					
2. Rapport with fellow coaches	<input type="checkbox"/>					
3. Relationship with athletes	<input type="checkbox"/>					
4. Relationship with student body	<input type="checkbox"/>					
5. Relationship with faculty	<input type="checkbox"/>					
6. Relationship with parents	<input type="checkbox"/>					
7. Relationship with community	<input type="checkbox"/>					
8. Relationship with custodians	<input type="checkbox"/>					
9. Relationship with game officials	<input type="checkbox"/>					
10. Relationship with opponents	<input type="checkbox"/>					
11. Conduct and appearance during games and practice	<input type="checkbox"/>					
12. Attendance at related parent/booster meetings	<input type="checkbox"/>					
13. Attendance at coaches meetings	<input type="checkbox"/>					
14. Attendance at rules meetings, coaches clinics, etc.	<input type="checkbox"/>					
15. Loyalty to athletic system	<input type="checkbox"/>					
16. Promotion of program: parent contacts, banquet, etc.	<input type="checkbox"/>					
17. Cooperation with print and electronic media	<input type="checkbox"/>					

RELATED AREAS	Very Good	Good	Acceptable	Needs Attention	Not Acceptable	Not Applicable
18. Quality of instruction	<input type="checkbox"/>					
19. Teaching of fundamental skills	<input type="checkbox"/>					
20. Motivation of athletes	<input type="checkbox"/>					
21. Effectiveness in developing athletes' potential	<input type="checkbox"/>					
22. Handling of athletic injuries and safety concerns	<input type="checkbox"/>					
23. Care of equipment, inventory, issue procedure, storage	<input type="checkbox"/>					
24. Supervision of athletes and team discipline	<input type="checkbox"/>					
25. Organization of practice	<input type="checkbox"/>					
26. Pre/post season planning and responsibilities	<input type="checkbox"/>					
27. Game organization	<input type="checkbox"/>					
28. Distribution of school, regional, state and national athletic rules and policies to coaches	<input type="checkbox"/>					
29. Following school, OAA, MHSAA, NCAA rules and policies	<input type="checkbox"/>					

RELATED AREAS	Very Good	Good	Acceptable	Needs Attention	Not Acceptable	Not Applicable
1. Stressing academics as well as athletics	<input type="checkbox"/>					
2. Compliance with deadlines: eligibility, game results	<input type="checkbox"/>					
3. Intensity of interest in coaching	<input type="checkbox"/>					
4. Coordination of all coaches	<input type="checkbox"/>					
5. Effectiveness in organizing and implementing student/parental orientation and informational meetings	<input type="checkbox"/>					
6. Effectiveness in scheduling and coordination of transportation	<input type="checkbox"/>					
7. Effectiveness in managing budget within allocations	<input type="checkbox"/>					
8. Effectiveness in coordinating athletic fund raising	<input type="checkbox"/>					
9. Monitoring athletes' activities and classroom efforts.	<input type="checkbox"/>					
10. Cooperation with boosters and interested parties	<input type="checkbox"/>					
11. Cooperation in scheduling and use of facilities	<input type="checkbox"/>					

Comments – Strengths:

Comments – Weaknesses:

Check One

- Satisfactory To be recommended for contract renewal.
- Needs Improvement To be recommended for contract renewal, provided an understanding can be reached in areas where improvement is suggested.
- Unsatisfactory To be recommended for non-renewal of contract.

Evaluator’s Signature

Date

Activities/Athletic Director’s Signature – indicates receipt of report only

Date

Check One

- Satisfactory To be recommended for contract renewal.
- Needs Improvement To be recommended for contract renewal, provided an understanding can be reached in areas where improvement is suggested.
- Unsatisfactory To be recommended for non-renewal of contract.

Evaluator's Signature

Date

Head Coach's Signature – indicates receipt of report only

Date

APPENDIX B-1-E
SOUTHFIELD PUBLIC SCHOOLS
ASSISTANT HEAD COACH EVALUATION FORM

Name		School	
Sport	<input type="checkbox"/> Probationary <input type="checkbox"/> Non-Probationary	Number of years in this assignment: _____ Number of years coaching this sport: _____	

CRITERIA FOR ASSESSMENT	Very Good	Good	Acceptable	Needs Attention	Not Acceptable	Not Applicable
1. Cooperation with Building Administrator	<input type="checkbox"/>					
2. Cooperation with Athletic Director	<input type="checkbox"/>					
3. Cooperation with Head Coach	<input type="checkbox"/>					
4. Following the established program for the sport	<input type="checkbox"/>					
5. Rapport with fellow coaches	<input type="checkbox"/>					
6. Relationship with athletes	<input type="checkbox"/>					
7. Relationship with student body	<input type="checkbox"/>					
8. Relationship with faculty	<input type="checkbox"/>					
9. Relationship with parents	<input type="checkbox"/>					
10. Relationship with community	<input type="checkbox"/>					
11. Relationship with custodians	<input type="checkbox"/>					
12. Relationship with game officials	<input type="checkbox"/>					
13. Relationship with opponents	<input type="checkbox"/>					
14. Conduct and appearance during games and practice	<input type="checkbox"/>					
15. Attendance at related parent/booster meetings	<input type="checkbox"/>					
16. Attendance at coaches meetings	<input type="checkbox"/>					
17. Attendance at rules meetings, coach's clinics, etc.	<input type="checkbox"/>					
18. Loyalty to athletic system	<input type="checkbox"/>					
19. Promotion of program: parent contacts, banquet, etc.	<input type="checkbox"/>					

ASSISTANT COACHING AND RELATED AREAS	Very Good	Good	Acceptable	Needs Attention	Not Acceptable	Not Applicable
20. Quality of instruction	<input type="checkbox"/>					
21. Teaching of fundamental skills	<input type="checkbox"/>					
22. Motivation of athletes	<input type="checkbox"/>					
23. Effectiveness in developing athlete's potential	<input type="checkbox"/>					
24. Handling of athletic injuries and safety concerns	<input type="checkbox"/>					
25. Care of equipment, inventory, issue procedure, storage	<input type="checkbox"/>					
26. Supervision of athletes and team discipline	<input type="checkbox"/>					
27. Organization of practice	<input type="checkbox"/>					
28. Pre/post season planning and responsibilities	<input type="checkbox"/>					
29. Game organization	<input type="checkbox"/>					
30. Following school, OAA, MHSAA, NCAA rules and policies	<input type="checkbox"/>					
31. Stressing academics as well as athletics	<input type="checkbox"/>					
32. Compliance with deadlines: eligibility, game results	<input type="checkbox"/>					
33. Intensity of interest in coaching	<input type="checkbox"/>					
34. Coordination with other assistant coaches	<input type="checkbox"/>					

ASSISTANT COACHING AND RELATED AREAS	Very Good	Good	Acceptable	Needs Attention	Not Acceptable	Not Applicable
1. Monitoring of athlete's activities and classroom efforts	<input type="checkbox"/>					
2. Cooperation with boosters and interested parties	<input type="checkbox"/>					
3. Cooperation in scheduling and use of facilities	<input type="checkbox"/>					

Comments – strengths: _____

Comments – weaknesses: _____

Check One

- Satisfactory To be recommended for contract renewal.
- Needs Improvement To be recommended for contract renewal, provided an understanding can be reached in areas where improvement is suggested.
- Unsatisfactory To be recommended for non-renewal of contract.

Evaluator's Signature

Date

Assistant Head Coach's Signature – indicates receipt of report only

Date

APPENDIX B-2

SUMMER SCHOOL/SUMMER CURRICULUM WORKSHOP/AFTER SCHOOL DETENTION/ IN-SERVICE RATES

The Summer School, Summer Curriculum Workshop, After School Detention and In-Service rates shall be as follows:

2003-2004	\$29.45
2004-2005	\$29.45
2005-2006	\$29.45

APPENDIX C-1-A 2004-2005 Calendar

177 Student Days		184 Teacher Days*	
2004	August 24	Teacher Welcome - Professional Development Day for Teachers Building/Worksite Based	Tuesday
	August 25	Teacher Prep. (No Students/No Meetings - All Day)	Wednesday
	August 26	All Students Report – Full Day – First Day of Classes	Thursday
	September 3–6	Labor Day Recess – No School	Friday – Monday
	September 7	Classes Resume – Full Day	Tuesday
	November 2	District Professional Development Day (No School)	Tuesday
	November 24	Conference Compensation Day – No School	Wednesday
	November 25–26	Thanksgiving Recess – No School	Thursday – Friday
	December 17	Winter Recess – End of School Day	Friday
2005	January 3	Classes Resume	Monday
	January 11–12–13	High School Exams – Full Day All Students	Tue – Wed – Thu
	January 14	Records Day – No Students	Friday
	January 17	Dr. Martin Luther King, Jr. Day – No School	Monday
	January 18	Second Semester Begins	Tuesday
	February 11	Mid-Winter Recess – End of School Day	Friday
	February 21	Classes Resume	Monday
	March 17	Professional Development Day for Teachers Building/Worksite Based – No Students	Thursday
	March 24	Spring Recess – End of School Day	Thursday
	April 4	Classes Resume	Monday
	May 27	Conference Compensation Day – No School	Friday
	May 30	Memorial Day – No School	Monday
	June 10–13–14	High School Final Exams – Full Days	Fri – Mon – Tue
	June 10–13–14	All Students – Full Days	Fri – Mon – Tue
	June 14	Last Student Day of School	Tuesday
	June 15	Records Day – No Students	Wednesday
	June 16	Records Day – Teachers not required to report if responsibilities are complete.	Thursday

*Work year shall include:

- Seven (7) hours to be taken in Professional Development either from sessions offered by the District, or from a list approved by the District.
- During the months of September, October, November, January, March, and April – One (1) hour of Professional Development meetings after school on the 4th Monday of these months and the third Monday of the month of May.

**APPENDIX C-1-B
2005-2006 Calendar**

177 Student Days

186 Teacher Days*

2005	August 26	Teacher Welcome - Professional Development Day for Teachers Building/Worksite Based	Friday
	August 29	Teacher Prep. (No Students/No Meetings - All Day)	Monday
	August 30	All Students Report – Full Day – First Day of Classes	Tuesday
	September 2-5	Labor Day Recess – No School	Friday – Monday
	September 6	Classes Resume – Full Day	Tuesday
	November 8	District Professional Development Day (No School)	Tuesday
	November 23	Conference Compensation Day – No School	Wednesday
	November 24-25	Thanksgiving Recess – No School	Thursday – Friday
	December 21	Winter Recess – End of School Day	Wednesday
2006	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 All High School Students	Tue – Wed – Thur
	January 20	Records Day – No Students	Friday
	January 23	Second Semester Begins	Monday
	February 17	Mid-Winter Recess – End of School Day	Friday
	February 27	Classes Resume	Monday
	March 15	Professional Development Day for Teachers Building/Worksite Based – No Students	Wednesday
	April 13	Spring Recess – End of School Day	Thursday
	April 24	Classes Resume	Monday
	May 26	Conference Compensation Day – No School	Friday
	May 29	Memorial Day – No School	Monday
	June 12-13-14	High School Final Exams – Half (1/2) Day All High School Students	Mon – Tue – Wed
	June 14	Last Student Day of School	Wednesday
	June 15	Records Day – No Students	Thursday
	June 16	Records Day – Teachers not required to report if responsibilities are complete.	Friday

*Work year shall include:

- Seven (7) hours to be taken in Professional Development either from sessions offered by the District, or from a list approved by the District. (Equivalent to one teacher day).
- During the months of September, October, November, January, March, and April – One (1) hour of Professional Development meetings after school on the fourth (4th) Monday of these months and the third (3rd) Monday of the month of May. (Equivalent to one Teacher Day).

**APPENDIX D
SOUTHFIELD PUBLIC SCHOOLS**

TENURED TEACHER EVALUATION PROGRAM

I. *Philosophy / Purpose*

The primary goal of the Tenured Teacher Evaluation Program is to enhance professional growth and improvement of tenured teachers. This can be accomplished most effectively if the approach used is collaborative between the tenured teacher and the evaluator.

II. *Goals*

- A. All tenured teachers, whose performance is satisfactory, will be evaluated pursuant to the "Formative" evaluation procedures as described herein. The goal of this procedure will be to promote professional growth and improvement in areas mutually identified between the teacher and the evaluator. For purposes of this program, "Formative" shall be defined as those activities which will enhance such professional growth and which are not designed to reach conclusions regarding the employment status of the teacher.
- B. Teachers may be placed on the "Summative" evaluation program. This will occur when it is determined and properly verified by the administration that there exists areas of concern or deficiencies in performance. For purposes of this program, "Summative" shall be defined as those activities, which are specifically designed to produce data, which will be used to make employment status decisions.

III. *Procedures*

All tenured teachers shall be evaluated every third year. All procedures and forms to be utilized in the Tenured Teacher Evaluation Program shall be reviewed with the affected staff.

A. Formative Evaluation Program

The following activities shall occur in implementing this process:

- 1. The tenured teacher shall submit in writing, one (1) or two (2) goals to his/her evaluator no later than the second Friday in October. These goals may be selected from any of the following areas:

Instructional Techniques	Parent Relations
Curriculum Development	Student Relations
Classroom Management	Planning/Organization
Staff Relations	Professional Growth
Student Motivation	Personal
Monitoring Student Achievement	

2. At least one conference will be held between the teacher and the evaluator no later than the second Friday in November for the purpose of discussing the teacher's goal(s) for the current school year. The teacher and the evaluator will, during this conference, mutually develop:
 - a. A specific statement of the goal(s) selected.
 - b. A statement of the specific outcomes to be achieved for the goal(s).
 - c. A statement of the steps/actions to be taken to achieve the goal(s).
 - d. A statement describing the methodology and criteria which will be used to measure the attainment of the goal(s).
 - e. A statement of the specific assistance the evaluator will provide the teacher towards the attainment of the goal(s).

These statements will be recorded on the "Formative" evaluation form and signed by the teacher and the evaluator. Such signatures shall indicate the full agreement of each party.

3. The tenured teacher evaluation shall be based on, but not limited to, two (2) announced observations during their evaluation year, the first (1st) by December 15 and the second (2nd) by March 15. All announced and unannounced observations shall be conducted by the tenured teacher's appropriate supervisor. Each observation shall be made in person for a minimum of at least forty (40) consecutive minutes beginning at the start of the class period. The tenured teacher and the administrator shall confer following each observation. This conference shall occur within a reasonable time following the observation.
4. A final written report on the achievement of the goal(s) shall be submitted by the teacher to the evaluator no later than the second Friday in April.
5. The teacher and evaluator shall hold a final conference no later than the second Friday in May. A final written evaluation, by the evaluator, shall be presented to the teacher by June 1. This final written evaluation shall be with respect to the goal(s) and shall not contain comments regarding the performance of the teacher. Any concerns regarding the teacher's performance shall require the administrator to follow the procedures of the Summative Evaluation Program. The administrator's failure to provide a performance evaluation in addition to the Formative Evaluation shall be conclusive evidence that the teacher's performance for that three-year period was satisfactory.

6. All documents related to the "Formative" evaluation process shall be maintained at the building/program level. A teacher may request that copies be included in his/her official personnel file. This will occur only upon teacher request. However, each teacher will have a statement placed in the official personnel file that they were on the "Formative" plan for the current school year.

2000-2003 FORMATIVE EVALUATION FORM

Name: _____ School Year: _____
Building: _____ Assignment: _____
Evaluator: _____

A. *Goal(s)* Date Submitted to Evaluator: _____
(No later than the second Friday in October.)

- 1) _____
- 2) _____

Initial Conference (No later than the second Friday in November)

For the goal(s) agreed upon, list a specific statement which specifies the agreement reached for each of the following: expected outcomes, steps/actions to be taken, criteria for measurement of achievement, and assistance to be provided by evaluator.

Final Report on Goal Achievement (In writing, by teacher submitted by the second Friday in April):

Date Submitted (attach report to this form): _____ Date: _____

Final Conference Date (no later than the second Friday in May): _____

Final Evaluation: (No later than June 1.)

Evaluator's Signature _____ Date _____

Teacher's Signature – signature indicates receipt of report only _____ Date _____

I (wish) (do not wish) that this document be placed in my official personnel file maintained by the District.

Teacher Signature: _____ Date: _____

B. Summative Evaluation Program (Individualized Development Plan)

1. This program will contain two (2) "Summative" systems of evaluation: 1) Teachers who have been determined to be satisfactory but have areas of concern documented and verified by the evaluator will be placed on a "MINI" plan. 2) Teachers who have been determined to be "unsatisfactory" by the evaluator and such determination has been properly documented and verified, will be placed on a "MAXI" plan.
2. Prior to placement on either of the "Summative" programs, the administration will determine the area(s) of concern or deficiency. Evidence of such concern or deficiency shall be established by the administration and properly documented prior to placement on either "Summative" program. The teacher shall be presented with such documentation and be afforded an opportunity to challenge its existence prior to any such placement.
3. No teacher will be placed on a "Summative" evaluation program without notification by the second Friday in May, unless the administration can document and verify that a substantive change in performance has occurred or new evidence is obtained which was not previously known to the evaluator.
4. Procedures to be used in implementing the "Summative" evaluation program shall be as follows:
 - a. The teacher will be notified of the specific area(s) of concern or deficiency.
 - b. The teacher will be notified of the specific observation(s), incident(s), or other evidence upon which the administration is basing its conclusion(s).
 - c. Such notification shall occur in a conference between the teacher and the evaluator. During this conference the teacher shall be afforded the right to provide additional information and/or rebuttal. The teacher may have an Association Representative present during this conference.
 - d. If the administration still believes such concern(s) or deficiency(s) can be verified following the conference, they shall be reduced to writing, together with the documentation contained in 2 above, and presented to the teacher with notice of which "Summative" plan the teacher is being placed.
5. In summary, should it become necessary to place a teacher on the "Summative" evaluation system, the following will occur:
 - a. A conference will be held involving the evaluator and the teacher.
 - b. The teacher shall be notified that he/she is to be placed on such program and provided with documents and other evidence used to determine and verify that such action is necessary.
 - c. The Association President shall be advised in advance that a meeting will be set up to review the plan with the teacher. The President will designate

- a representative who will be present when the plan is reviewed with the teacher.
- d. In most cases, this will occur as a result of the final performance evaluation conference for the year and the teacher will be placed on the program for the following year.
 - e. It is understood by the parties that severe areas of concern or deficiencies could arise during a given year which justify immediate placement of a teacher on the "Summative" system. Immediate action will occur in situations where it can be determined and verified that delay would be of detriment to the teacher, students or the School District, or where there has been a substantial change in performance where evidence of such deficiency or concern was not previously known by the evaluator.
 - f. A teacher placed on the "Summative" evaluation program shall follow a "MINI" or "MAXI" plan of assistance. The plan of assistance, once developed by the administration, shall be reviewed with the teacher and a representative designated by the Association President.

APPENDIX E-1
SPECIAL PROCESS FOR THE 2000-2001 PLACEMENT AND BID DAY(S)

The Southfield Board of Education and the Southfield Education Association recognize that a systematic and fair process for the assignment and filling of vacancies by teachers is in the best interest of the School District, teachers and the students they serve. The parties also acknowledge that a more efficient and expeditious process is needed in order to identify vacancies that would need to be filled by new hires in order to maximize the ability to attract the best possible candidates. Therefore, the parties have agreed during the 2000-2001 school year that a special process (which shall be known as Bid Day) will be used in the spring as it relates to voluntary transfers. The complete process and timelines shall be as outlined in Appendix E-2. Major provisions of the new process are as follows:

1. Personnel will determine positions that will be available and shall prepare postings based on positions not selected at the displacement meeting (held in the third week of February) and other identified vacancies.
2. A teacher must inform Personnel of his/her intent to attend Bid Day by submitting the appropriate request form on or before March 2, 2001. (SEE APPENDIX E-3)
3. The Labor Management Council or a subcommittee shall be convened for the purpose of reviewing the qualifications of teachers electing to participate in Bid Day. A list shall be prepared of the requested positions for which each teacher qualifies.
4. A minimum of two (2) days during the last week of March shall be scheduled for Bid Day. All principals and/or designees will be present.
5. On these days vacant positions are posted and teachers shall bid in accordance with Article X, Section D and H, and Article XI, Section E. Bidding shall continue until all needed positions are filled and/or no other qualified teachers are left to bid.
6. Immediately following the last Bid Day a moratorium shall commence on internal requests and transfers on any positions that were available during the Bid Day process. This moratorium shall be lifted the day following the last teacher workday of the 2000-2001 school year. Personnel shall assemble a list of positions still vacant and available for external candidates.
7. New positions created and/or identified after Bid Day shall be exempt from the moratorium. However, a shorter posting period and interview process shall be instituted. (SEE APPENDIX E-2)

8. Between April 1 and June 1 of 2001 the Labor Management Council will review the institution of a second Bid Day for August of 2001. If the PIE Council determines such a day is appropriate the Council shall be vested with the authority to schedule such day(s). In addition, the PIE Council shall also have the authority to determine if this Bid Day process shall be modified and be used in any other years of this contract and establish the schedule.

Appendix E-2

Chart of Special Process for the 2004-2005 School Year on Placement and Bid Day

Below is a summary of procedures governing Placement and Bid Day that will occur during the latter part of the 2004-2005 school year.

2005 DATES	ACTIVITY	PROCEDURES
February 1	Retirement Notification	Teachers who plan to retire inform Personnel.
February 1	Recall/Return from Leave	Teachers on layoff or Return from Leave inform Personnel of intent to return.
February 23 – 27	Staffing Projections	Administrative meetings with each principal to review enrollment and staffing projections.
February 28	Identify Vacancies	Determine known and probable vacancies – principals develop specific descriptions of their known and probable vacancies.
March 1 – 2 and 8	Meeting with SEA	Meet with SEA regarding staff projections and displacement list.
March 4	Formal Notice of Displacement	Principals meet with staff scheduled for displacement and so notify them.
March 11	Principal Training 8:00 a.m. at J.W.E.	Principal training on Bid Day process.
March 16	Print and Distribute Displacement List	Personnel takes the positions to be posted and distributes list to displaced teachers and teachers returning from leave.
March 17	Teacher Training 4:00 p.m. at J.W.E.	PIE Council develops and conducts training sessions for teachers regarding the Bid Day procedure. Teachers are trained on Bid Day Procedures.
March 18	Displacement Meeting 1:00 p.m. at J.W.E.	Teachers on layoff, return from leave or displacement select positions.
March 21	Determination of Positions for Bid Day	Personnel determines positions to post and prepares postings based on positions not selected at the displacement meeting and other identified vacancies.
April 5	Deadline for Bid Day Attendance Notification by 4:00 p.m.	Teachers inform Personnel of intent to attend Bid Day. Any teacher seeking a position must submit a notification. Teachers indicate which positions and buildings they are interested in by completing a Bid Day form.
April 7	Teacher Pre-Qualification	PIE Council or subcommittee convenes and pre-qualifies teachers for the known vacancies. Teachers may have a range of positions for which they are qualified.

April 8	Pre-Bid Day Packet Preparation	Personnel prepares resume packets for principals of pre-qualified bidders.
April 11	Pre-Bid Day Packets distributed	Principals receive packets of pre-qualified candidates.
April 12	Board Action on Lay-Offs	Personnel submits lay-off list to Board for action. Sixty (60) calendar days for lay-off notices (last day for teachers).
April 13	Lay-Off Issues	Personnel distributes written notice of lay-off to affected teachers via certified and regular mail.
April 13 – 14 April 15 (if needed)	Bid Day(s)	Two afternoons/evenings (Wednesday and Thursday) from 4:00 p.m. to 9:00 p.m. (Maybe 3 days). All principals and/or designees must be present, beginning at 4:00 p.m. PIE Council will appoint a subcommittee to address any issues that arise during the Bid Day process.
	Round 1 of Bid Day	Teachers apply for positions they are interested in and for which they qualify. Teachers must be present to apply and come prepared for on-the-spot interview. Principals interview all qualified candidates and are given a specific time interval to develop priority order list. Principals select candidate. Candidates are given a specific time interval to consider positions offered. Vacant positions are posted at a station for each school. If a candidate is selected by more than one school, or for more than one (1) position, the candidate must choose, and the principal(s) at the school(s) not selected, chooses the next person on their list. Teacher signs acceptance form for new position, releasing his/her current position for posting in the next round.
	Round 2 of Bid Day	New vacancies are identified. Principals are given a new set of resumes for candidates qualified for the new positions. Vacant positions are posted at a station for each school.

		<p>Principals interview all qualified candidates and are given a specific time interval to develop a priority order list.</p> <p>Principals select candidate.</p> <p>Candidates are given a specific time interval to consider positions offered.</p>
		<p>If a candidate is selected by more than one school, or for more than one position, the candidate must choose and the principal(s) at the school(s) not selected chooses the next person on their list.</p> <p>Teacher signs acceptance form for new position, releasing his/her current position for posting in the next round.</p>
	Additional Rounds	Rounds continue until all positions are filled or there are not applications for a position.
April 18	Positions Posted for External Candidates and There is a Moratorium on Internal Applicants	Personnel assembles list of positions still vacant and available for external candidates.
April/May/June	Personnel Recruitment	Personnel and principals actively recruit external hires and have the authority to award contracts.
	Posting and Interviews	<p>Newly identified positions during the period after Bid Day and through the last teacher workday shall be exempt from the moratorium and posted internally using the following timelines:</p> <p>Posting period for new positions will be reduced to three (3) days.</p> <p>Principals have five (5) days to select candidate, otherwise Personnel appoints a person to the position.</p> <p>Interviews during this five (5)-day period occur at a mutually agreeable time, or at 4:00 p.m. on the fourth (4th) day.</p> <p>Candidate has one (1) workday to accept the job offer.</p>
June 16	Moratorium Ends	Internal candidates allowed to bid on any newly posted positions.

**APPENDIX E-3
BID DAY REQUEST FORM**

NAME: _____ PRESENT BUILDING: _____
SENIORITY DATE: _____ CURRENT ASSIGNMENT: _____
CERTIFICATION AND ENDORSEMENTS: _____

PLEASE CHECK APPROPRIATE BOX(ES)

I request to bid on the following position(s):

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Adler | <input type="checkbox"/> Vandenberg | <input type="checkbox"/> Eisenhower | <input type="checkbox"/> Any Elementary School |
| <input type="checkbox"/> Kennedy | <input type="checkbox"/> Leonhard | <input type="checkbox"/> MacArthur | <input type="checkbox"/> Any Middle School |
| <input type="checkbox"/> McIntyre | <input type="checkbox"/> Schoenhals | <input type="checkbox"/> Stevenson | <input type="checkbox"/> Any High School |
| <input type="checkbox"/> Arthur Ashe | <input type="checkbox"/> Bussey Center | <input type="checkbox"/> Brace-Lederle K-8 School | |
| <input type="checkbox"/> Birney | <input type="checkbox"/> Levey | <input type="checkbox"/> Thompson | |
| <input type="checkbox"/> Southfield High | <input type="checkbox"/> Southfield-Lathrup High | | |

Grades Requested (Check all that apply):

- | | | | | | | | | |
|--|---|----------------------------|--|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| <input type="checkbox"/> Kindergarten | <input type="checkbox"/> 1 | <input type="checkbox"/> 2 | <input type="checkbox"/> 3 | <input type="checkbox"/> 4 | <input type="checkbox"/> 5 | <input type="checkbox"/> 6 | <input type="checkbox"/> 7 | <input type="checkbox"/> 8 |
| <input type="checkbox"/> Special Education Primary | <input type="checkbox"/> Special Education Upper Grades | | <input type="checkbox"/> Single Subject: | | | | | |
| | | | <input type="checkbox"/> Other: | | | | | |

For Middle, High School and Arthur Ashe Academy:

Subject/Level/Area: _____
Department: _____
Other: _____

Please indicate your priorities:

I understand that my request can not be withdrawn once the process starts and if my transfer is granted, it is binding on me.

Signature: _____ Date: _____

Return this form and resume to the Personnel Office
Deadline for submission is at 4:00 p.m., March 2, 2001

APPENDIX F
APPENDIX B SUPPLEMENTAL SALARY CONTRACT

This supplementary assignment(s) is made the _____ day of _____, 20____, between the Board of Education of the Southfield Public Schools, Southfield, Michigan, and _____, hereinafter called teacher. Said teacher agrees to be assigned to the supplementary assignment(s) of:

	Supplementary Assignment	Supplementary Pay
A.	_____	_____
B.	_____	_____
C.	_____	_____

In the _____ school for the school year 20__ to 20__. This assignment(s) is in addition to and beyond the duties of your regular contract of employment. You shall be paid for this supplementary assignment(s) the total sum of \$_____ and this shall not constitute a tenure payment or a tenure assignment.

This agreement is subject to the functioning of the activity or assignment. In the event the activity or assignment is canceled prior to commencement, this agreement shall be null and void. If the activity or assignment is terminated after commencement, but prior to completion, the supplemental pay shall be prorated. Final payment for services rendered will be made when the supplementary assignment(s) has been completed. This agreement is subject to the satisfactory performance of the supplementary assignment(s), and performance shall be in compliance with the rules, regulations, policies, and procedures of the Board of Education. Provisions of the Tenure Act, Act 4 of the Michigan Public Acts of 1937, as amended, does not apply to supplemental assignments.

I accept the above supplementary assignment(s) and pay as stated, and agree to the terms and conditions established by the Board of Education.

In witness thereof, the parties hereto have executed this Agreement the day and year first written above.

_____	_____
Superintendent or Delegate	Staff Member

LETTER OF UNDERSTANDING

1. The parties agree that whenever an "advisory team" is convened pursuant to Board policy #5143.1, Communicable Diseases Which Are Not Known To Be Spread By Casual Contact, that two (2) representatives to such committee shall be appointed by S.E.A.
2. The parties agree to the application and institution of the Board's absenteeism control program/procedure for all teachers in the school district in accordance with the joint understanding "Issue: Attendance/Absenteeism" signed by the parties and dated August 19, 1990.
3. The parties agree to the application and institution of the joint understanding "Issues: Sick Bank, Medical Verification Form, Communicable Disease, Return from Leave, Board right to have employee examined by Board Physician" signed by the parties and dated August 19, 1990. (Also referenced in Article XIV G and Article XVIII P).
4. The parties agree to the application and institution of the joint understanding "Issues: Sick Bank, Medical Verification Form, Communicable diseases, Return from Leave, Board right to have employee examined by Board Physician" to all teachers in the school district which was signed and dated August 19, 1990. (Also referenced in Article XIII I and Article XVIII P.)

These agreements are hereby confirmed and made effective.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SOUTHFIELD BOARD OF EDUCATION
AND THE
SOUTHFIELD EDUCATION ASSOCIATION**

This Memorandum of Understanding made this 7th day of February, 1990, by and between the Board of Education of the Southfield Public Schools, hereinafter sometimes called the Board, and the Southfield Education Association, hereinafter sometimes called the Union, provides as follows:

By Execution of this Memorandum, the Board and the Union declare their mutual desire to clarify and provide guidance with respect to the interpretation of Article VI, Section C, of the Master Teacher Contract and to provide resolution of the dispute raised in arbitration case No. 54-39-0143-89.

Accordingly, the parties agree:

1. Teachers may be required to participate in in-service/professional development activities on a released-time basis in order to meet identified district goals. Such activities occur during the regular workday and year, pursuant to Appendix C, of the Master Teacher Contract.
2. Teachers shall have an opportunity for professional growth and self-development on a voluntary basis after regular school hours for which compensation shall be offered. For compensation to be required for such professional growth and self-development activities, the activities must be district sponsored and directly related to identified district or building level instructional goals.

Indicators of what constitutes professional growth and self development activities, which are district sponsored and directly related to identified district or building level instructional goals and accordingly, require compensation include a preponderance of the following:

- a. Representation by the district administrator or supervisor in charge, that a self development activity is directly related to a district instructional goal; or announcements, workshop brochures, course outlines or registration procedures which could reasonably be construed as characterizing an activity as directly related to a district instructional goal.
- b. Evidence that the instructional program to which the activity is related has been acted upon by the District Curriculum Council and/or Staff Development Policy Board, and formally adopted and required as part of a building or district curriculum.
- c. Staff development activities, the status of which are pilot, or experimental programs, are less likely to be determined to be directly related to an identified

district or building level instructional goal particularly in the early stages of development.

- d. Evidence that teachers have been required to participate in the staff development activity, or to incorporate the substance of the activity into their curriculum or teaching techniques, unless such requirement is solely made pursuant to a Plan of Assistance established in accordance with the provisions of Appendix D - Tenured Teacher Evaluation Program.

Teachers eligible for compensation under this provision shall be paid at the summer school/curriculum development rate detailed in Appendix B. However, in the event that a teacher applies for, and receives tuition reimbursement for their participation in the activity, the value of such reimbursement will be subtracted from any compensation due under this provision.

3. Teachers will, pursuant to Article VI, Section C, paragraph one, be encouraged to pursue opportunities for professional growth and self-development on a voluntary basis. Such opportunities shall be offered at no cost to the teacher, and the teacher will not receive compensation. Further, it is understood that such opportunities will not be represented as being district sponsored and directly related to identified district or building level instructional goals.

It is understood that this Memorandum of Understanding constitutes the entire understanding of the parties with respect to the clarification of Article VI, Section C, of the Master Teacher Contract and does not otherwise restrict or qualify the practices or procedures currently in operation in the district.

It is further understood and agreed to that neither party will propose any amendment to either the language clarified herein, nor to the practices and procedure clarified as a result of this agreement in the negotiations for a successor agreement scheduled to begin in 1990.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SOUTHFIELD SCHOOL BOARD
AND THE
SOUTHFIELD EDUCATION ASSOCIATION**

This memorandum of understanding made this 1st day of August 1992 between the Southfield Board of Education and the Southfield Education Association provides as follows:

By execution of this memorandum, the Board and the Association declare their mutual desire to provide guidance with respect to the length of the school day as it relates to the offering of credit courses to students.

Accordingly, the parties agree:

1. Credit courses for students may be offered outside of the school day as defined by Article VI, Section A of the Master Agreement, providing all of the following guidelines are adhered to:
 - a. The Association shall approve of any such offerings prior to scheduling any students.
 - b. The teacher(s) involved shall have volunteered and shall be fully certified and qualified to provide the instruction.
 - c. The courses in question must be single section courses and it must be demonstrated that the courses cannot be scheduled during their regular school day.
 - d. The teachers shall not be required to extend their hours of employment. However, starting and ending time for teachers may be adjusted to accommodate the course offerings. Individual teachers may waive, in writing, the requirement of adjusting starting and ending times as described herein and the Association shall be notified of any such waiver.
2. This agreement shall only apply to the senior high schools.
3. The parties shall continue to explore alternative resolutions for implementation beyond the 1992-93 school year.
4. SEA Grievance 91.10 shall be withdrawn without prejudice.
5. The district shall assume any and all liability as it relates to courses as described above.
6. All building procedures and policies shall continue to be in effect at all times related to the course activities as described above.

This agreement constitutes the full and complete understanding of the parties with respect to credit courses offered to students beyond the normal school day.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BOARD OF EDUCATION OF
SOUTHFIELD PUBLIC SCHOOLS
AND THE
SOUTHFIELD EDUCATION ASSOCIATION**

In accord with the agreement reached in recent discussions between representatives of the Board of Education of Southfield Public Schools, (hereinafter referred to as the Union), the parties do hereby stipulate to the following with respect to the Special Education/General Education Pilot Shared Team Teaching.

1. The parties upon the signing of this Memorandum of Understanding agree to waive Article VIII, Section B, second sentence only.
2. There shall be no reduction of support services as currently provided by teacher assistants/paraprofessionals to any of the teachers who participate in such Pilot programs. Further, said teacher assistants/paraprofessionals shall continue under the direct supervision of the teacher.
3. This Memorandum of Understanding shall apply to any and all schools and classes within the District participating in the Special Education/General Education Pilot Shared Team Teaching, if the balancing contractual mandate cannot be met in any particular case. The administration shall identify to the Association the names of all teachers involved and shall provide to the Association a signed statement from each teacher indicating their voluntary participation in the program and knowledge of the violation of the Master Agreement.

It is understood that Memorandum of Understanding constitutes the entire understanding of the parties in regard to the aforesaid matter, under the conditions so stipulated herein, and as such shall not effect or otherwise modify, or be deemed precedent setting with the respect to any or all of the Master Contract now in effect or to be in effect at a future date, or any grievance filed at a future date.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BOARD OF EDUCATION OF SOUTHFIELD PUBLIC SCHOOLS
AND THE
SEA, S-MESPA, AND ESOS**

In accord with the agreement reached in recent discussions between representatives of the Board of Education and the S.E.A., S-M.E.S.P.A., and the E.S.O.S., the parties do hereby stipulate to the following with respect to implementation of the Tobacco-Free School Law.

1. The parties agree that smoking in school owned vehicles, on or off school property, is expressly prohibited at all times for bargaining unit members.
2. The parties agree that the Board will offer smoking cessation support, activities within the school district as well as provide information about outside support groups/activities by other organizations to bargaining unit members.
3. The parties agree that any disciplinary action taken by the school district against a bargaining unit member for violating the provisions of the new Tobacco-Free Schools Law (Public Law 459) and/or District Policy on smoking, shall be disciplined in accordance with the provisions in the existing collective bargaining agreements, and such discipline shall comport with the procedures commonly referred to as progressive discipline.
4. It is agreed by the parties that bargaining unit members on "break time" (e.g. employee lunch time, 10 minute S-M.E.S.P.A. rest time, 15 minute E.S.O.S. relief period) shall be allowed to leave school property for purposes of smoking.

It is understood that this Memorandum of Understanding constitutes the entire understanding of the parties in regard to the aforesaid matter, under the conditions so stipulated herein, and as such shall not effect or otherwise modify, or be deemed precedent setting with respect to any or all of the Master Contract now in effect or to be in effect at a future date, or any grievance filed or to be filed at a future date.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SOUTHFIELD BOARD OF EDUCATION
AND THE
SEA, S-MESPA, AND ESOS**

The membership of S.E.A., E.S.O.S., and S-M.E.S.P.A. agrees to a 1994-95 salary schedule determined by applying a three (3) percent across the board increase to the 1993-94 salary schedule. The 1995-96 salary schedule shall be implemented according to the specific amounts negotiated in the 1993-96 Master Agreement.

The above salary adjustment shall be null and void if the April 18, 1994 millage election is rejected by the voters of Southfield and Lathrup Village.

Further, the above salary adjustment shall be null and void should any employee group, affiliated or otherwise, fail to ratify and/or agree to a similar concession.

The Southfield Board of Education, in return for this salary adjustment, will agree to the following conditions:

1. Any layoff action taken by the Board prior to the April 18, 1994 millage election shall be rescinded at a special meeting of the Board on April 19, 1994.
2. The Board shall maintain the standards of staffing in effect during the 1993-94 school year as a minimum level for the 1994-95 school year. In other words, there shall be no reduction of staff -- no layoffs and/or reductions by attrition as it impacts program.
3. The Board shall protect the lost retirement benefits of any member electing to retire at a time when the 1994-95 income is used to determine the final average compensation. This may be accomplished through extended employment opportunities and/or an increase in the severance benefit.
4. After seven months of implementation, the Administration agrees that it is time to again review and examine the operational results of the 1993-94 budget reductions, and therefore shall meet with the association(s) in order to re-evaluate the cuts.
5. The Board has every intention of maintaining the standards of staffing in effect for the 1993-94 school year for both the 1994-95 and 1995-96 school years, if existing financial resources and enrollment do not decline and are sufficient to fund and support such staffing.

**LETTER OF UNDERSTANDING
BETWEEN
SOUTHFIELD PUBLIC SCHOOLS
AND
SOUTHFIELD EDUCATION ASSOCIATION**

RE: APPLICATION OF FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

The Southfield Board of Education and the Southfield Education Association do hereby agree to the following provisions as it relates to the Family and Medical Leave of 1993 (FMLA) and its application and implementation in the District.

1. An eligible (*) employee may make application for FMLA Leave for any of the following purposes:

- a. The birth, or placement for adoption or foster care, of a child;
- b. The serious health condition of a family member;
- c. The bargaining unit member's own serious health condition;
- d. The care of a child under age 18.

* To be an "eligible employee", an individual must meet both of the following qualification:

- He/she must have worked for the employer for at least 12 months
- He/she must have worked at least 1,250 hours during the year preceding the start of leave

2. Such leave shall be granted for up to twelve (12) weeks a year. For purposes of FMLA Leave a year shall be defined as the twelve-month period measured from the date of the employee's first day of FMLA Leave.

3. Where an employee is eligible for insurance under the Master Agreement, such benefits shall be provided and continued by the Board during the leave.

4. Should the employee require additional time off beyond the twelve weeks, he/she shall have the right to exercise any and all other contractual provisions.

5. Wherever practical, the bargaining unit member will provide the Board at least thirty (30) calendar days written notice of the request for the leave. The request shall include the reason for the leave, the expected beginning date, the expected ending date and whether the bargaining unit member intends to use paid leave for any part of the FMLA

Leave. Should the bargaining unit member elect to apply to the Community Sick Bank, all appropriate procedures must be followed by the employee.

6. A Family and Medical Leave may be taken on an intermittent or reduced schedule basis for a serious health condition. Such intermitted or reduced time shall be granted. Arrangements for the schedule shall be done on a case by case basis after recommendation of the immediate supervisor and approval of the Personnel Office.
7. For the purpose of a Family and Medical Leave, a child is defined as the biological, adopted, or foster child, step-child, legal ward or individual under 18 for whom the bargaining unit member serves in loco parentis. A family member is defined as a child, spouse, parent, step-parent, grandparent, and an individual over 18 who is incapable of self-care because of a physical or mental disability for whom the bargaining unit member stands to loco parentis.
8. The Personnel Office shall notify the employee the status of his/her request by utilizing the Southfield Public Schools FMLA Response Form (See Attachment A). Should medical certification be required the employee shall submit the certification on a completed Southfield Public Schools FMLA Physician Certification Form (See Attachment B).
9. As in the case of catastrophic illness, any days absent from work that have been approved as FMLA days shall not count against the employee as it relates to provisions of the Attendance/Absentee Procedures as agreed to by the parties in 1990.

**LETTER OF UNDERSTANDING
BETWEEN THE
SOUTHFIELD BOARD OF EDUCATION
AND THE
SOUTHFIELD EDUCATION ASSOCIATION**

RE: Modification of Article XII Section A-3

The Southfield Board of Education and the Southfield Education Association do hereby agree to the following:

Effective immediately, the provision that governs how seniority is based and determined shall be changed. The effective date of employment shall remain the first order of consideration. However, the date of the letter of intent shall now be the second considered factor and the date of Board approval of employment shall be third. Therefore, the language in Article XII Section A-3 shall be modified as follows:

3. Seniority in the district shall be based upon:
 - a. The effective date of employment.
 - b. The date of the letter of intent.
 - c. The date of Board approval of employment.

See remainder of section in the contract.

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 _____
Paul Cooper, President

BY _____
Deborah Wardell, Secretary

SOUTHFIELD EDUCATION ASSOCIATION,

BY _____
Dr. Ted Peters, President

BY _____
Patricia Haynie, Executive Director

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