

AGREEMENT

between the

UNITED TEACHERS OF SOUTHGATE MEA/NEA

and the

SOUTHGATE COMMUNITY SCHOOL DISTRICT

1998 - 2001

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PREAMBLE

THIS AGREEMENT entered into on this 22nd day of June, 1998, by and between the Southgate Community School District, hereinafter referred to as the "School District", and the United Teachers of Southgate MEA/NEA, hereinafter referred to as the "Union".

ARTICLE I

RECOGNITION

- 1.1 The School District hereby recognizes the Union as the exclusive and sole bargaining representative for all Certified teaching personnel, including certified permanent substitutes, after being employed in the same assignment 60 consecutive school days, Counselors, Social Workers, and Psychologists, but excluding Superintendent, Assistant Superintendent, Administrative Assistant, Business Manager, Principals, Assistant Principals, Federal and State Program Coordinators, Curriculum Director, Athletic Director, Director of Special Services, Assistant Director of Special Services, Director of Vocational Education, Director of Adult Education, School Nurses, Attendance Officer, Certified Substitute Teachers, Certified Personnel employed to teach in the Adult Education Program, Supervisors as defined in the Act, and all other employees not included above.
- 1.2 The School District agrees not to negotiate with any teachers' organization other than the Union for the duration of this Agreement.
- 1.3 The terms "employee" or teacher" when used hereinafter in the Agreement shall refer to all employees in the bargaining unit as defined above.

ARTICLE II

MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

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

ARTICLE II - MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS - Cont'd.

- 2.1 D (Cont'd) 3. The School District, only upon receipt of said charges and request for termination, shall conduct a meeting on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Teacher Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges shall be withdrawn.
- 2.2 A discharge pursuant to this Article shall be at the end of the school year during which non-compliance has occurred. Provided, however, a teacher contesting the validity or legality of this article shall not be discharged until the teacher has exhausted all legal remedies.
- 2.3 The Union shall return any and all dues or service fees to the School District which have been deducted and remitted to the Union in error.
- 2.4 The discharge of a teacher for failure to pay Union dues or agency shop fees shall not be subject to the grievance procedure.
- 2.5 Upon written authorization from the teacher, the School District shall deduct from the salary of any teacher and make appropriate remittance for voluntary contributions to UTS-MEA/NEA-PAC, NEA-PAC, MEA-PAC, MEFSA, the six annuity plans which have been approved by the parties, credit union, savings bonds, United Foundation donations, or any other plans or programs jointly approved by the Union and the School District. All PAC contributions shall be remitted to the Union. Additional annuity plans shall be available for payroll deduction upon a showing of interest by five (5) bargaining unit members and the joint approval by the Union and the School District.
- 2.6 AGREEMENT OF INDEMNITY: The Union shall relieve the School District of any financial exposure due to enforcement of the agency shop provision. It is agreed that in the event a teacher is notified of the discontinuation of employment under Article 2.1 D of the contract and the Teacher shall contest the same, the Union shall bind itself to pay any expenses, costs, fees, obligations, or losses of any kind which may rise in connection with any phase of said contest. Legal counsel in any connection arising under this provision shall be selected by the Union.

ARTICLE III

DISTRICT RIGHTS AND RESPONSIBILITIES

- 3.1 The District, on its own behalf and on the behalf of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
- A. To the executive management and administration control of the school system and its properties and facilities, and the activities of its employees.
 - B. To hire all employees, and subject to the Provisions of the law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and to transfer all such employees.
 - C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the School District.
 - D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature, subject to the provisions of Article 8.1.
 - E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and nonteaching activities, and terms and conditions of employment.
- 3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the School District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan, and Constitution and laws of the United States.
- 3.3 This Agreement shall be published and paid for by the School District and made available to each member of the Bargaining Unit. The Union accepts full responsibility for the distribution of the Agreement and the orientation of its membership as to the provisions.
- 3.4 This Agreement will be published and distributed within a reasonable time of ratification by both parties.

ARTICLE IV

UNION AND TEACHER RIGHTS

- 4.1 The Union may use school rooms or multipurpose rooms without charge after school hours from Monday through Friday during the period that school is in session and when custodians are normally in the building. If it is necessary to open a building especially for the Union, the fee charged will cover only the cost of the custodial services, plus a charge of \$15.00 for each use of a gym or auditorium unless such charge is waived by the Superintendent. The Union shall be liable for damages to school property in the area being used by the Union, if caused by the Union's use. All applications for the use of school buildings will be made in writing to the Superintendent at least two weeks prior to the date of intended use whenever possible.
- 4.2 After the close of the regular school day, the second and fourth Monday of each month shall be set aside for Union meetings. The first and third Mondays shall be set aside for faculty and/or curriculum meetings. If a Monday staff meeting is missed due to a school closing, the first full school day upon returning shall be set aside for the missed staff meeting, if necessary.
- The frequency and duration of such meetings shall be as set forth in Article 8.30. For all regular building and/or curriculum meetings, a written agenda will be prepared and placed in the teachers' mailboxes by 11:00 a.m. on the school day immediately preceding the scheduled meeting date.
- 4.3 Duly authorized representatives of the Union shall be permitted to visit school premises to transact official Union business at reasonable times, provided that this shall not interfere with or interrupt normal school operations or activities. Such union representatives shall first notify the Superintendent and Building Principal.
- 4.4 Computer and copying facilities will be made available to the Union for their use after school hours, for the purpose of producing official association notices, announcements and other such items of an official and professional nature. The Union shall pay for the reasonable cost of all materials and supplies incidental to such use and shall provide the building administrator with a copy of the notice, announcement, etc. signed by an officer of the Union.
- 4.5 The Union shall have the use of bulletin boards in each faculty lounge. The School District reserves the right to also post notices, informational material and other communications they deem necessary on the same bulletin boards. The Union building representatives shall be responsible for the posting of Union material and the content thereof.
- 4.6 The School District agrees to fulfill any reasonable request for available information concerning the financial resources of the School District, tentative budgetary requirements and allocations, and such other available information as will assist the Union in developing accurate, informed and constructive proposals, together with such available information that may be necessary for the Union to process efficiently any grievance in the grievance procedure.

ARTICLE IV - UNION AND TEACHER RIGHTS - Cont'd.

- 4.7 Teachers shall be permitted to wear the insignia pin of the Union.
- 4.8 The Union shall have the right through its building representatives to place material relating to the official business of the Union in the teachers' mailboxes. Material libelous to the School District employees or Board of Education members shall not be permitted and a copy of all material placed in teachers' mailboxes, signed by an officer of the Union, shall be provided by the Union to the building administrator before being distributed.
- 4.9 In order to facilitate a more harmonious implementation of the teachers' contract, a conference may be arranged once a month between the Union and the Superintendent and/or designated representative within five (5) days of the request of either party. A special conference may be arranged by mutual consent of both parties. Arrangements for such conferences shall be made in advance and an agenda of the matters to be discussed shall be presented at the time that the conference is requested. Matters discussed during this conference shall be restricted to those items listed on the agenda.
- 4.10 The Union shall be advised by the School District of any new or modified budgetary or tax programs under consideration, and the Union shall be given an opportunity to consult with the School District with respect to the proposed annual budget prior to its adoption and general publication. The authority to adopt all parts of the annual budget of the School District resides exclusively with the Board of Education and shall not be the subject of mandatory negotiation with the Union, nor subject to any proceeding under the grievance procedure.
- 4.11 The Union shall have the right to be heard at all regular School Board meetings and shall be placed on the agenda under the heading "Current Business". Agendas and all supporting documents (presently entitled Enclosures A and B) not considered restricted information, for all School Board meetings will be sent to the President's school mailbox at the same time that School Board members are sent theirs. The School Board will have the option of tabling any new items brought forth by the Union until such time as it has had ample opportunity to acquaint itself with all the facts pertaining to such items, preferably no later than the next regular School Board meeting. In order to improve communications, copies of all School Board minutes shall be sent to the President and be posted in each faculty lounge no later than one week from the time of approval.
- 4.12 The Union shall be allowed to have a telephone installed in the President's teaching station, providing it does not conflict with classroom activities. Cost of installing and providing such telephone service shall be borne by the Union.
- 4.13 The Union President, or designee, shall be granted a maximum of eighteen school days each year of this Agreement, without loss of salary, for the purpose of attending to Union business. The Union President must, however, notify the Personnel Office of the Union business two school days prior to the absence and no more than three consecutive school days may be taken at one time. The President may request an additional twelve days from the Superintendent, or designee. If additional days are granted, then the Union shall promptly pay the School District for the cost of the substitute teacher. It is expected that this time will be used to benefit both the union and the District by improving personnel relations.

ARTICLE V
TEACHING LOAD

5.1 Prior to the opening day of school, the Superintendent will issue the starting and closing times for all the schools. The starting and closing times shall be scheduled between the hours of 7:30 a.m. - 4:00 p.m. In the case of vocational and industrial arts classes, however, the starting and closing times shall be scheduled between the hours of 7:30 a.m. - 7:30 p.m. Regular K-12 vocational and industrial arts assignments will be performed by bargaining unit members and will be assigned on the basis of seniority. The supervisor will consult with the vocational and industrial arts teachers before establishing the regular K-12 classes.

No elementary teacher shall be required to report for duty earlier than five (5) minutes before the opening of their school day, except as provided specifically in the other sections of this Master Agreement. Teachers shall be permitted to leave five (5) minutes after the close of their school day, except as provided specifically in other sections of the Master Agreement.

No secondary teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of their school day, except as provided specifically in the other sections of this Master Agreement. Teachers shall be permitted to leave fifteen (15) minutes after the close of their school day, except as provided specifically in other sections of the Master Agreement.

Permission for earlier leave may be granted by the Building Principal or Supervisor. Starting times and closing times of elementary, middle, and senior high schools will be listed in the Teacher's Handbook for each building.

5.2 Schedules for Special Service teachers and others whose workday is irregular shall be written by said teachers and Supervisors and submitted to the Superintendent for approval at the beginning of each semester and shall be posted in the teachers' lounge in each building being serviced. Said schedule must conform with the duty day of the level being serviced in the a.m. as outlined in section 5.3 of this article.

A. Child studies and I.E.P.'s shall be held within the complexion of the normal duty day of the classroom teacher.

5.3 The workday shall be scheduled as follows:

a. The workday at the high school shall be:

7:30 a.m.	Teachers report/duty time
7:45 a.m.	Students instructional day begins
2:20 p.m.	Students instructional day ends
2:35 p.m.	Teachers duty time/end of workday

ARTICLE V - TEACHING LOAD - Cont'd.

5.3 (Cont'd)

b. The workday at the building housing grades 8 and 9 shall be:

7:30 a.m.	Teachers report/duty time
7:45 a.m.	Students instructional day begins
2:15 p.m.	Students instructional day ends
2:30 p.m.	Teachers duty time/end of workday

c. The workday at the middle school for grades 6 and 7 shall be:

8:00 a.m.	Teachers report/duty time
8:15 a.m.	Students instructional day begins
2:45 p.m.	Students instructional day ends
3:00 p.m.	Teachers duty time/end of workday

d. The workday at an elementary school shall be:

8:45 a.m.	Teachers report/duty time
8:50 a.m.	Students instructional day begins
3:30 p.m.	Students instructional day ends
3:35 p.m.	Teachers duty time/end of workday

In addition, elementary teachers shall have a duty-free lunch period of forty-five (45) minutes scheduled during the workday. Middle and high school teachers shall have duty-free lunch periods equal to a student lunch period.

5.4 Modification of time schedules may be made by the Superintendent when necessary, provided such modification does not lengthen the teachers' normal workday or student contact time.

5.5 TRADITIONAL SCHEDULE

The weekly teaching load assignments for secondary schools will be twenty-five (25) 55-minute teaching periods; five (5) 55-minute unassigned periods for conference - preparation, and a daily duty free lunch period equal to the student lunch period. However, the Board may provide an additional conference - preparation period to a teacher assigned to the Middle School Alternative Education position.

This schedule shall be in effect unless a flexible schedule as provided below has been agreed upon.

FLEXIBLE SCHEDULE

Flexible weekly teaching load assignments, unassigned periods for conference - preparations and a daily duty-free lunch period different from that as specified above may be implemented upon the agreement of the Building Principal and a majority of a teaching staff in a building and joint approval of the Superintendent and the Union. Such flexible schedules shall be subject to review on a yearly basis.

ARTICLE V - TEACHING LOAD - Cont'd.

5.5 (Cont'd)

Teachers understand the meaning of conference - preparation period and will use it to the fullest advantage of the students. A teacher may consent to teach during the conference - preparation period on a full-time basis and for this assignment shall be paid one-sixth (1/6) of their current contractual salary, prorated on the basis of time actually spent in the assignment. This type of assignment will not be used unless an emergency exists. Study hall shall be considered a teaching period.

- 5.6 Secondary teachers shall not be assigned more than three (3) different subject preparations per day. This section shall not apply to a teacher assigned to the Middle School Alternative Education Program.
- 5.7 Although not desirable, it is recognized that situations may arise that necessitate the need for the assignment of more than one grade level in a self-contained classroom in the elementary grades.

The following guidelines will be followed in these situations:

- A. No more than two (2) grade levels will be contained in the classroom.
- B. Enrollment will be limited so as to accommodate the organization of one room.
- C. The two (2) grade levels will be equalized as much as possible.
- D. Students in the bi-level classroom will be selected carefully so as to aid the teacher in organizing the program of instruction.

It is recognized that the educational process could be further enhanced if the teacher would agree to work in a split class situation. The Superintendent and/or Building Administrator, when possible, will make every attempt to consult with the teacher before the position is assigned.

- 5.8 The School District will provide one hundred ninety (190) minutes of conference - preparation time per week for each elementary teacher in Grades K - 5. A minimum of thirty (30) consecutive minutes shall be allocated to each teaching day for grades 1 - 5. Kindergarten shall receive a minimum of 30 minutes per day.
- 5.9 Preceding provisions for conference - preparation time and lunch periods are subject to change because of field trips and shortened daily schedules for students or teachers.

ARTICLE V - TEACHING LOAD - Cont'd.

- 5.10** In order to equalize teaching loads, schedules for the teachers of elementary art, music, physical education and computers shall be written and mutually agreed upon by said teachers and involved Supervisors. If travel between schools becomes necessary on a given day's schedule, travel time shall be allowed in the scheduling.
- 5.11** Counselors and librarians may be requested by the Building Principal to work an extended period of time beyond the school calendar year, if approved by the Superintendent. Except as a condition made prior to assignment, counselors and librarians shall not be regularly assigned classroom teaching responsibilities as part of their normal duties. Compensation for work that extends beyond the school calendar year shall be according to the terms of Article XIX, Section 12 (19.12).
- 5.12** Art, vocal music, computers or physical education will be provided for all elementary students (Grades K - 5) subject to available finances.
- 5.13** No teacher shall be assigned to supervise a student teacher without the consent of the teacher.

ARTICLE VI

SHARED-TIME POSITIONS

- 6.1 Shared-time refers to a plan whereby two teachers, currently employed and not on layoff, share one full-time teaching position.
- 6.2 Teachers who wish to be considered will submit a proposal to the Building Principal for consideration. The proposal should be comprehensive and include the following:
- A. Names of the teachers involved.
 - B. The classes or assignments to be shared.
 - C. How the teaching duties are to be divided.
 - D. Joint planning time, if necessary.
 - E. A plan for discharging other teaching duties, such as: report cards, parent conferences, record keeping, and other required duties.
 - F. The duration of the plan.
- 6.3 The Superintendent of Schools or designee will have final approval on all shared-time proposals and this decision shall not be the basis of a grievance.
- 6.4 Each teacher will attend staff meetings, parent teacher conferences and open houses as per this Agreement.
- 6.5 The teachers involved will be paid their salary, sick days, personal business days and fringe benefits on a pro-rata basis.
- 6.6 All plans are for a one year maximum.

ARTICLE VII

HANDICAPPED AND SPECIAL NEED STUDENTS

- 7.1 Each teacher shall try to identify handicapped students and if it appears that a student may be handicapped a written referral will be made to the Building Administrator.
- 7.2 Teachers and other personnel dealing with handicapped students shall be governed by applicable special education laws, rules and regulations.
- 7.3 If it is determined that the referred student is not handicapped, then provision for the student must be made within the structure of general education and in compliance with the Section 504 of the Rehabilitation Act of 1973 which may include individualized instructional plans as determined by the teacher. The teacher(s), counselor(s), and Building Administrator(s) shall confer to determine if other means of assistance are necessary. Such assistance for these special need students may include materials, supplies, consultant services, etc.
- 7.4 Individual student programs and materials initiated at any level to meet the needs of handicapped or special need students shall be passed on to the following levels in order to provide continuity of program. This will continue as long as personnel involved recommend continuance.
- 7.5
- A. Special attention will be given to reducing class size where handicapped students are placed in a regular classroom. The parties consider reduction of class size as one method of handling such situations, but not the exclusive method.
 - B. Unless every effort has been made otherwise handicapped students identified by the end of the previous school year shall not be scheduled for placement in the classroom of newly employed, inexperienced teachers unless the teacher agrees or the teacher has had training in meeting the needs of such students. However, handicapped students identified during the school year will remain assigned to the teacher.
 - C. The number of students having physical handicaps, mental impairment, emotional impairment, learning disability or adjustment problems that require assistance or programs as determined by special services in accordance with the rules and regulations of the Mandatory Special Education Act shall be equally divided as is possible among the classrooms of the building. (Exceptions are 7.5 B - Self-contained Special Education and/or Remedial Classroom).

ARTICLE VII - HANDICAPPED AND SPECIAL NEED STUDENTS - Cont'd.

- 7.6 Both parties agree that teachers and administrators will actively seek assistance for handicapped or special need students. The seeking of such professional assistance shall not reflect upon the teaching ability of said teachers(s).
- 7.7 Special Services personnel shall:
- A. Be informed of their individual budgets so as to facilitate ordering of supplies.
 - B. Have adequate facilities and supplies to meet the needs of their individual programs.
 - C. Whenever possible, have a private telephone in their offices and/or the availability of a private telephone in a private area so confidentiality can be assured.
 - D. Have facilities for testing and/or parental conferences so confidentiality can be assured.
 - E. Have a minimum of one hundred ninety (190) minutes per week for conference - preparation.
 - F. Special Service personnel shall have conference/preparation time commensurate with the level which they service.
- 7.8 The School District shall attempt to inform Special Education Personnel of Mandatory Special Education Acts, their rules, regulations and guide lines and any changes thereto.

ARTICLE VIII

TEACHING CONDITIONS

- 8.1 The School District recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, safety equipment, and similar materials are the tools of the teaching profession. The principals and their staffs shall confer at least once a year for the purpose of improving the selection and use of such educational tools. The School District shall continue to keep the schools reasonably and properly equipped and maintained insofar as financially feasible.
- 8.2 Teachers shall have the use of available computers and all duplicating and copying equipment in the building for preparation of instructional material. All damaged and malfunctioning equipment shall be reported to the Building Administrator immediately for proper maintenance and repair.
- 8.3 Teachers shall not be assigned cafeteria or bus duty on a regular basis. In case of emergency, and with the agreement of the teacher, such assignment may be made. Compensation will be paid at the hourly rate prescribed in Article 19 - Professional Compensation.
- 8.4 The School District shall provide gym uniforms and tank suits for physical education teachers, smocks for art and home economics teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial education teachers. Proper laundering service for all of said items shall be provided without charge to the teacher. At the end of the school year this issue of uniforms will be turned in.
- 8.5 The School District shall make available in each school at least one room, cleaned daily, appropriately furnished, which shall be reserved for the use as a faculty lounge. A refrigerator and microwave may be installed for the use of the teachers at no expense to the School District and it will be the responsibility of the Union to keep this equipment clean. A work table or desk and an available computer shall be provided in either the faculty lounge or other work room provided in the building. The furnishings shall be cleaned, repaired yearly, and replaced if necessary.
- 8.6 Telephone facilities in each school shall be made available to teachers for their reasonable use for transaction of school business. All phone calls shall be restricted to the local exchange except in cases where permission is granted by the School Principal to allow calls outside the local exchange for school business purposes only. Extension phones in the elementary schools and middle schools teachers' lounges shall be made available for teachers. A direct line shall be available in the senior high school teachers' lounges. All calls shall be recorded on the forms provided with the teacher's name, number called, and date of call. The forms will be located next to the phone.

ARTICLE VIII - TEACHING CONDITIONS - Cont'd.

- 8.7 Vending machines may be installed in teachers' lounges provided that articles dispensed are to be negotiated between the School District representatives and the Union representatives. Proceeds from such machines will revert to the building staff for use in its professional endeavors. Management of the machines, including ordering of supplies, stocking of the machines, payment for supplies and necessary housekeeping will be the responsibility of the Union's Building Representative.
- 8.8 The School District will continue to provide off street parking facilities where they now exist, adequately maintained, for teachers use.
- 8.9 The School District will provide for each teacher a desk and storage.
- 8.10 As a condition of employment teachers shall provide evidence of freedom from tuberculosis within 14 days after the commencement of the school year. Other teachers shall provide such evidence as provided by state stature or a minimum of every three years.
- 8.11 The School District shall provide for machine scoring of tests of a standardized nature (reading, IQ, achievement, aptitude) when feasible from the standpoint of the number of students being tested.
- 8.12 Any additional installation of public address or intercom system shall have a visual signal installed in each classroom indicating when they are in use.
- 8.13 Teachers shall not be required to do major repair work or replacement work on property and equipment.
- 8.14 Special service teachers shall have an assigned room with adequate supplies.
- 8.15 The School District and the Union mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the School District shall provide within financial means a teacher reference area in each school.
- 8.16 Announcement of all professional workshops and conferences shall be posted on the bulletin board in teacher lounges when received in all buildings.

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

ARTICLE VIII - TEACHING CONDITIONS - Cont'd.

- 8.17** In the case of future annexation and/or consolidation, all teachers shall come into the School District with the same tenure status they would have held had annexation not taken place, providing it does not conflict with the Attorney General's opinion, or any court decision.
- 8.18** Whenever possible, teachers with laboratory preparation will have access to the facilities of their rooms during their preparation period. The final determination will be made by the Building Principal.
- 8.19** Recognizing the importance of School-Community relations, teachers are encouraged to help plan, attend and participate in Parent-Teacher meetings, Open Houses, School Programs and activities as part of their professional responsibility and commitment to school improvement.

Parent conferences at the secondary level will be held in the afternoon and evening for one day each semester. Students shall be in attendance in the morning of the conference day. The afternoon and evening conference sessions will be in two hour blocks. Specific dates and times shall be scheduled in each building by the principal after consultation with the staff.

At the elementary level, two (2) half days (without students) during school hours and two evening sessions (of no more than three hours) each semester shall be set aside for Parent/Teacher conferences. The specific dates and times shall be scheduled in each building by the principal after consultation with the teaching staff.

At the kindergarten level, the evening sessions shall also be scheduled. However, kindergarten teachers will be released for two full days for conferences scheduled during the school day.

In order to compensate elementary teachers for the extended work day, one additional personal day per semester shall be credited to each teacher's leave bank.

In order to compensate secondary teachers for the extended workday, the Friday of conference week will be a half-day a.m. for teachers and students.

- 8.20** School rooms will be used for school functions first rather than released for other purposes. No rooms used for other purposes shall be allowed to disturb or disrupt in any way rooms used for classes in session.
- 8.21** There shall be no sign in/out sheet or device, but special service teachers shall notify the Building Principal or secretary upon arrival and leaving a building.

ARTICLE VIII - TEACHING CONDITIONS - Cont'd.

- 8.22** The assignment of a secondary teacher to substitute during his/her conference - preparation period shall be governed by the following terms and conditions:
- A.** Each secondary Principal will survey his staff at the beginning of each school year and develop a list of teachers willing to substitute during their conference - preparation periods.
 - B.** When a substitute is needed, the principal or designee shall first contact the Central Office to determine if a substitute is available.
 - C.** If a substitute is not available, the Principal or designee shall first ask the teachers who have volunteered to substitute pursuant to part (A) above.
 - D.** If the available volunteers refuse to substitute during their conference - preparation period, then a teacher (a person included within the bargaining unit) on his/her conference - preparation period will be assigned but the involuntary assignment shall be made on an equitable basis (rotated). If an involuntary assigned teacher elects to share one-half on his/her substitute assignment with another teacher on his/her conference - preparation period, then each teacher shall receive additional pay for one-half of the class period but this sharing does not exempt the second teacher from the requirement of accepting a substitute assignment on the rotated basis.
 - E.** The School District shall inform in writing all secondary Principals of this agreement (A to E) and all secondary Principals shall maintain uniform records showing compliance with this agreement. Upon request by the Union, the School District will make the records available for inspection by the Union.

When an elementary substitute is needed:

- A.** The Principal or designee shall first contact the Central Office to determine if a substitute is available. If a substitute is not available, the Principal or designee may assign a special subject area teacher or special service teacher to substitute for that day, or a portion of the day, in place of performing his/her normal daily assignment. A regular classroom teacher may be assigned upon his/her consent.
- B.** The School District shall inform in writing all elementary Principals of this agreement and all elementary Principals shall maintain uniform records showing the name of each teacher assigned to substitute and the date the teacher substituted. In addition, uniform records shall be maintained showing the name and date of each elementary teacher who lost their conference - preparation period due to the assignment of a special subject area teacher to substitute, or due to the fact that a special subject area teacher was absent. Upon request by the Union, the School District will make the records available for inspection by the Union.

ARTICLE VIII - TEACHING CONDITIONS - Cont'd.

8.22 (Cont'd)

All teachers who have substituted during their conference - preparation period and elementary classroom teachers who have lost their conference - preparation period due to the assignment of a special subject area teacher, or due to the fact that a special subject area teacher was absent, shall receive compensation at the rate of \$30.00 per hour in 1998-99.

- 8.23 A teacher engaged during the school day in any professional grievance hearings, including arbitration, shall be released from regular duties without loss of salary or accrued days for that time.
- 8.24 Teachers shall report lost, damaged, and/or stolen equipment and property as soon as detected to their Building Principal.
- 8.25 No teacher shall be ordered to supervise the Safety Patrol or Service Squad.
- 8.26 Teachers shall continue to share in the supervision of students during the passing periods between classes.
- 8.27 No student shall have access to teachers' keys. Teachers shall immediately report any lost keys to their Building Principal or Supervisor.
- 8.28 Scheduling of all weekend or holiday use of a building by a teacher or coach shall be in conformance with existing School District policy.
- 8.29 Teachers and children will be relocated within the building by the Principal or relocated/sent home by the Principal with the approval of the Superintendent when room temperature, ventilation, or other condition becomes incompatible with health and/or safety.
- 8.30 Teachers recognize that attendance at faculty and/or curriculum meetings as set forth in Article 4.2, is a reflection of professionalism. Attendance is required for no more than two scheduled meetings per month which do not extend more than one hour before or beyond the teacher work day and be consistent with the provision of the first paragraph of Article 5.1. However, the total amount of required faculty and/or curriculum meetings time shall not exceed two hours any given month.
- 8.31 Every effort will be made to have all libraries opened and staffed during the school hours each day, subject to available finances.
- 8.32 The creation and preservation of a safe, healthful, quiet and comfortable classroom and general school facilities are necessary for the best interest of the children, the teachers, and the furtherance of the educational process. Should the Union feel the above are inadequate or inadequately maintained, notice shall be given to the Building Principal for review.

ARTICLE VIII - TEACHING CONDITIONS - Cont'd.

- 8.33 Recess periods in the elementary grades will be taken when the teachers, with the approval of the Principal, feel it is in the best interests of the students.
- 8.34 Effective January 25 1993, teachers shall not smoke on school property.
- 8.35 Both teachers and the School District recognize the need for trust and cooperation in order to deal with school improvement activities. The process of site based decision making and school improvement will be a cooperative effort using problem solving and a win win philosophy. It is agreed that the basis for decisions will be the underlying standard, "What is best for students", and that the participation of teachers, administrators, parents and other community members is necessary to become an exemplary school district and to meet the goals of the District's mission statement.

A School Improvement Committee may not modify the Master Agreement in whole or in part except by mutual written agreement by the Union and the Board.

ARTICLE IX

TEACHER EVALUATION AND PERSONNEL FILES

9.1 The purpose of the evaluation process is to promote professional growth for Southgate teachers through a variety of evaluative formats. This evaluation process will promote growth for the purpose of improving the effectiveness of instruction. The object of this entire process is the enhancement of student achievement through the improvement of instruction.

9.2 Evaluation is designed not only to encourage professional growth, but also to identify and validate already effective instructional practice. It is the intention of the parties that this process will be a mutual exercise in trust and respect between the subject of the evaluation and the evaluator. It is the obligation of the evaluator to ensure that a strong support system is provided which includes necessary resources and assistance with instructional techniques where appropriate.

Evaluations shall be conducted by the teacher's Principal in the same building or by a Supervisor otherwise familiar with the teacher's work, who shall be designated by the Superintendent. The Building Principal or Supervisor shall orient each staff member to the evaluation procedure, instrument, and when and by whom the teacher will be evaluated.

9.3 As a matter of professional courtesy, the Building Principal or Supervisor shall inform the teacher at the time that he/she is visiting the teacher's classroom or work station that the visit is for the purpose of observing for teacher evaluation. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Only ethical and professional means and procedures shall be used to gather evaluation information.

At the beginning of the school year, a teacher scheduled for evaluation will be requested to plan with the school administrator the type of evaluation the teacher intends to utilize, the narrative check list or goal setting program.

The principal will meet with each staff member scheduled to be evaluated that school year by the end of September to affirm the type of evaluation selected, set goals, assist the teacher in the development of an action plan and identify needs to support the teacher. For teachers hired mid-year, this meeting shall occur within thirty school days where applicable.

The teacher may also choose to have one or more colleagues assist the teacher in accomplishing the established goals. If so, the teacher may select staff members to sit in with the teacher and the principal during planning sessions. Bargaining unit members may not participate or provide input in the formal evaluation process.

TEACHER EVALUATION AND PERSONNEL FILES - Cont'd.

- 9.4 Following each evaluating observation, the Administrator will confer with the teacher within five (5) school days unless mutually agreed upon. Absences by either party will not be part of the five days. The teacher shall receive a copy of the written observation report, signed by both parties at the time of the conference. Signatures will only signify that both parties have seen and read the observation report.
- 9.5 **EVALUATION SCHEDULE:**
- A. The formal evaluation of probationary teachers shall be performed according to the Michigan Teacher Tenure Act. Probationary teachers shall be observed at least twice during the school year with at least sixty (60) days interval between each observation. The observation schedule for mid-year hires shall be adjusted accordingly to meet the anniversary requirements under the tenure act.
 - B. A formal evaluation of tenure teachers shall be completed by March 15 at least once every 3rd school year.
 - C. A conference for the purpose of discussing the formal evaluation will be held on or before the dates specified in A and B above.
 - D. All probationary and any tenured teacher given an unsatisfactory rating must receive individual development plan as provided by state statute.
- 9.6 The teacher shall receive a copy of the written evaluation, signed by both parties at the time of the conference. The teacher has the right to make a written and signed comment which will be attached to the evaluation. Signatures will only signify that both parties have seen and read the evaluations.
- 9.7 When a conference between the Building Administrator and the teacher is to be held, either party may request a Union Representative, another administrator and/or both to attend the conference. If the teacher refused the right of having a Union Representative at the conference, this refusal shall be written and signed and made a part of the written report of the conference.
- 9.8 Signed copies of the evaluation, with the teacher's comments attached, shall become a part of the teacher's personnel file.
- 9.9 The Union shall assist the administration in the development of the teacher's evaluation form.

ARTICLE IX - TEACHER EVALUATION AND PERSONNEL FILES - Cont'd.

- 9.10** All teachers shall be advised by the administration of the nature, purpose and location of all files that exist in the school system that may contain material pertaining to the teacher. All such files shall be considered personnel files and are subject to conditions of the contract.

Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Union may, at the teacher's request, accompany the teacher in such a review. The review will be made in the presence of the Administrator responsible for the safekeeping of such files. Only privileged information such as confidential credentials and related personal references normally sought at the time of employment are exempted from such review. The Administrator shall remove such credentials and confidential reports from the files prior to the review of the file by the teacher.

- 9.11** No material shall be placed in the teacher's personnel file unless a teacher has had the opportunity to read the material. The teacher shall acknowledge that he/she has read such material by signing his/her name to the actual copies to be filed, with the understanding that such signature signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. The teacher shall have the right to answer in writing, with signature affixed, any material filed and the answer shall be attached to all copies.

No material derogatory to a teacher's conduct, service, character, or personality which is not in the file shall be used against the teacher in recommendations to other schools' positions.

- 9.12** The teacher shall be permitted to add any professional evaluations or documents to his/her personnel file if so desired.
- 9.13** Reproduction of materials in the teacher's personnel file may be made with the exception of the initial and confidential employment materials, and at no expense to the School District.
- 9.14** If a teacher wishes to release the information in his/her personnel file, excluding the initial employment materials, at the building level or Central Office, to any Union Representative or agent acting on the teacher's behalf, the teacher shall request the release in writing, with signature affixed, to the Administrator directly involved with the safekeeping of such records and files.

ARTICLE X

DEPARTMENT COORDINATORS

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

Secondary Building Coordinators:

- 10.1 Prior to June 1 of each school year the Principals of the buildings housing grades 6-7, 8-9, and the senior high school teaching staffs working in each of the following areas shall confer and select a department coordinator for the following school year in each building:
- A. Business (10 - 12)
 - B. English (one each in 6-7, 8-9, 10-12)
 - C. Foreign Language (district-wide coordinator)
 - D. High School Coordinator (combined area)
 - E. Mathematics (one each in 6-7, 8-9, 10-12)
 - F. Middle School Coordinator (combined areas, one each in 6-7, 8-9)
 - G. Science (one each in 6-7, 8-9, 10-12)
 - H. Social Studies (one each in 6-7, 8-9, 10-12)
 - I. Special Education (district-wide coordinator)
- 10.2 The responsibilities of department coordinators shall be:
- A. To communicate and be a liaison between the department and the administration.
 - B. Reevaluate departmental curriculum and procedures yearly and make suggestions for change to the building administrator and the District Development Team.
 - C. Be aware of new texts, equipment, materials, etc., and relay the information to the staff of the department.
 - D. Budget and coordinate orders for the department.
 - E. Hold department meetings on a regularly scheduled basis, not to conflict with staff meetings or professional development times.

ARTICLE X - DEPARTMENT COORDINATORS - Cont'd.

10.2 (Cont'd)

- F. Be available to assist departmental members in solving instructional and other problems as they arise and to recommend personnel to help orient new teachers.**
- G. Attend professional meetings in department's subject areas and make recommendations for visitations and professional meetings for teachers within the department.**
- H. Work with the administration and other department coordinators on general school problems. Seek to coordinate all departments in order to best satisfy the needs of all students in our schools.**
- I. Shall assist in teacher assignments within the department.**
- J. Shall be responsible for keeping department records and minutes of all meetings and seeing they are distributed to all concerned personnel.**
- K. Shall be a member of the building School Development Team.**

10.3 It is agreed that there may be a need for further department chairpersons and/or coordinators in other areas throughout the School District. It shall be the District Development Committee's responsibility to research and recommend to the Board of Education the new positions desired.

10.4 Department and district-wide coordinators shall receive up to five (5) days released time per year in addition to their regular conference period. This released time for coordinators will be scheduled with the approval of the Building Principal or the immediate Supervisor.

10.5 Salary for department and district-wide coordinators shall be listed in Appendix B and shall be paid to those chairpersons in departmental positions which may be approved by the School District.

ARTICLE XI

POSTING PROCEDURE

- 11.1 Summer school positions and Appendix B positions shall be announced in the regular notices of vacancies as they arise and shall be posted in the teachers' lounges of all buildings. An additional copy shall be sent to the Union President. Said notices shall include the qualifications for the positions.
- 11.2 Any teacher represented by the bargaining unit may apply for a posted position in writing within ten (10) working days after the posting of vacancies has occurred to the Personnel Office. All such applications shall specify the exact position which is requested.
- 11.3 In appraising and selecting summer school personnel, the following criteria will be weighed equally as the sole basis for selection:
- A. Seniority
 - B. Major or minor certification
 - C. Academic preparation (degree, hours beyond the degree, workshops and seminars)
 - D. Experience in the subject and/or program development
 - E. Current grade level assignment (elementary K-8 or secondary 7-12)

The School District agrees to give first consideration to applicants from within the School District.

- 11.4 If an applicant is not selected for a summer school or extra-curricular position, the teacher will be notified by form letter. Upon receipt of the form letter, the teacher may request within fifteen (15) working days the reasons for not being selected.
- 11.5 A posting of all administrative positions declared vacant by the Superintendent of Schools and newly created administrative positions and the qualifications for such shall be made available to the teaching staff by being posted in the Central Office and a copy sent to the Union President no less than fifteen (15) working days prior to the permanent filling of such vacancy. The School District agrees to give consideration to applicants within the School District.
- 11.6 When an administrative vacancy shall occur during the summer, notice thereof shall be given to those who have filed their request in writing the immediately preceding two school years.
- 11.7 When vacancies or new positions occur during the regular school year, the Superintendent or a designee shall make a general announcement of the vacancy throughout the school system by posting the positions in all buildings. Such vacancy shall have been posted in a designated area within all buildings for a minimum of five (5) school days prior to filling the position, and prior to June 1, after June 1, said postings shall be displayed at the Board Office.

ARTICLE XII

TRANSFERS

- 12.1 Teachers desiring to transfer to a different building and/or assignment shall make yearly a written request to the Personnel Office prior to April 1 of the current school year. Subject to the provisions of Article 13, teachers requesting a transfer will be given an opportunity to transfer if the teacher is qualified under Article 13.5 for the vacancy.
- 12.2 When a vacancy is declared by the School District in the bargaining unit after the last teacher work day and prior to the commencement of the first teacher work day in the next school year, the vacancy will be filled by the most senior teacher who is certified and qualified (as defined in 13.5) and who has a current transfer request on file or who is on layoff.
- This provision is subject to the limitations in 12.7.
- 12.3 After the start of the school year, if two teachers agree to an exchange of assignments, and the exchange is approved by the Superintendent of Schools, or designee, then the transfer will be permitted.
- 12.4 Subject to the provisions of Article 13, teachers who are displaced due to a school closing shall be assigned to vacancies for which they are qualified (13.5) before transfer requests are granted. The parties recognize the importance of assigning displaced elementary teachers to their previous level (i.e., upper or lower), and displaced secondary teachers to their previous department.
- 12.5 Intra and inter building transfers and reassignments should be on a voluntary basis whenever possible. A teacher being involuntarily transferred, except for transfers and assignments under Article 13, shall be consulted and notified of the reasons for the transfer.
- 12.6 Teachers who have been involuntarily transferred, and those teachers reassigned pursuant to Article 13.4, will be given an opportunity for a period of two (2) school years to transfer to a vacancy for which they are qualified (13.5) before transfer requests are granted. Teachers desiring a transfer under this Section shall follow the notification provisions of Section 1 above.
- 12.7 Teachers who are denied transfers under this Article, and teachers who are involuntarily transferred, shall have the right to grieve through Article 23, Level II only.

ARTICLE XIII

STAFF PLACEMENT, LAYOFF AND RECALL

- 13.1 The parties have agreed to the seniority date of all teachers, and those qualified administrators, who were employed as of December 5, 1985. As to those persons on this list, their seniority date shall be forever conclusive and final. The seniority dates for new hires after December 5, 1985, shall be in accordance with paragraph 2 below and those seniority dates shall likewise be forever conclusive and final unless a teacher (those hired after December 5, 1985) objects to his/her seniority date within ten (10) days after being first informed by the School District in writing of his/her seniority date.
- 13.2 Seniority shall be defined as the total years of service as an employee to the School District in a teaching and administrative capacity commencing from the first day worked as a regular contractual Southgate Teacher, excluding all substitute work whether day to day or permanent, in a position included within the bargaining unit (service as an administrator shall only be counted if the administrator was first employed as a Southgate teacher). In the event more than one regular contractual teacher has the same first day worked, the School District shall conduct a drawing within ten (10) days after notification by the Personnel Office, to determine the priority on the seniority list. A representative of the Union shall be present at the drawing.
- 13.3 In the event the School District determines, after reviewing other reasonable alternatives, that a professional staff reduction is necessary due to financial, program or enrollment considerations, then the School District shall give the Union at least sixty (60) calendar days notice of impending layoff prior to the end of the school year. Thereafter, the School District and Union staffing committee shall meet to review the proposed layoffs.

In the event the School District determines that layoffs are necessary during the school year, it shall give the Union thirty (30) calendar days notice and shall meet with the Union to consider other alternatives. If after meeting with the Union the School District determines layoffs are still necessary, then the provisions of 13.4 shall be followed. Layoffs under this paragraph shall be effective at the end of the first semester.

The provisions of this Section 13.3 shall not be applicable to a substitute teacher or contract teacher who is laid off due to a teacher returning from a leave of absence.

ARTICLE XIII - STAFF PLACEMENT, LAYOFF AND RECALL - Cont'd.

- 13.4 In the event of a staff reduction, the School District shall have the right and responsibility to reassign or transfer teachers to the extent necessary to retain the most senior teachers in assignments for which they are certified and qualified. Provided, however, the School District retains its right to determine the classes which make up an assignment and there shall be no requirement in this Article that the School District add, delete, change, alter an assignment for the benefit of any teacher.
- 13.5 The term "qualified" as used in connection with assignments, layoff and recall shall be defined as follows:
- A. In order to be qualified for a 9th through 12th grade regular classroom assignment, the teacher must meet the North Central Association accreditation standards for teaching all of the subjects within the assignment or be within two courses of meeting the standard for the subject. These two courses must be completed prior to the opening of school the year following the assignment.
 - B. In order to be qualified for a 7th and/or 8th grade regular classroom assignment, the teacher must have:
 - 1. A specific endorsement on one's certificate in the subject area which forms the majority of the teaching assignment; or
 - 2. Must have 18 semester hours (term hours equal 2/3 semester hours) in the subject area which forms the majority of the teaching assignment; or
 - 3. Must have successfully taught two years in the Southgate Community School District in the subject area which forms the majority of the teaching assignment.
 - 4. These requirements shall not apply to assignment in the Middle School Alternative Education Program.
 - C. In order to be qualified for a special instruction area in a K-12 assignment for special education; counseling; vocal music; instrumental music; physical education; art; speech therapy; home economics; industrial arts; and library, the teacher must have a specific endorsement in the special subject area assignment.
 - D. In order to be qualified for a vocational education position, the teacher must have a specific vocational endorsement or vocational authorization.

ARTICLE XIII - STAFF PLACEMENT, LAYOFF AND RECALL - Cont'd.

13.5 (Cont'd.)

E. In order to facilitate the assignment of fifth grade teachers, the parties agree:

- 1. Fifth grade teachers must have certification of completion from the Michigan Department of Education for the Approved 20 Hour Inservice Program as part of the preparation for teaching reproductive health, family planning, and venereal disease as required by Public Act 226 of 1977.**
- 2. Fifth grade teachers must have certification of completion from the State of Michigan for the teacher training workshop as part of the preparation to teach grade five of the Michigan Model for Comprehensive School Health Education.**
- 3. The Southgate Community School District has, as of this date, provided the opportunity for all present teachers of grade five to receive training to become certified as per paragraphs one and two.**
- 4. The Southgate Community School District will provide the necessary inservice training at the expense of the Southgate Community School District, for teachers who are hired or reassigned to teach in grade five and shall provide adequate time to complete said training. Such time shall be no less than six months.**
- 5. Before being hired or reassigned to grade five, a teacher must agree to participate in the training and become certified as per the foregoing paragraphs.**

13.6 Subject to, and in accordance with, the leave provisions of this Agreement, a teacher returning from a leave of absence shall be placed in an assignment held by a teacher with less seniority if he/she meets the qualifications as set forth in paragraph 13.5 above. If the teacher does not meet the qualification requirements, then he/she shall be laid off. The provisions of 13.3 shall not be applicable to layoffs under this paragraph.

13.7 Subject to 12.2, a laid off teacher will be assigned to a position declared vacant by the School District if the teacher is certified and meets the qualification requirements in paragraph 13.5 above. If two or more laid off teachers are certified and qualified, the teacher with the most seniority shall be assigned to the vacancy.

13.8 In order to facilitate the assignment of current or laid off teachers and to meet particular instructional requirements, the School District and the Union may agree in writing to waive the qualification requirements in paragraph 13.5 above for a specific teacher. In the event a written waiver is entered into by the parties, then such waiver shall only be effective for that one teacher and only for the period of time as shall be agreed upon by the parties.

ARTICLE XIII - STAFF PLACEMENT, LAYOFF AND RECALL - Cont'd.

- 13.9 In the event a laid off teacher is mailed a notice of recall to an assignment equivalent to his/her past previously held assignment (e.g., equivalent part-time to equivalent part-time or full-time to full-time) by registered mail, to the last known address on file in the Personnel Office, and such teacher does not notify the Personnel Office in writing, by certified mail, return receipt requested; or a Personnel Office date stamped receipt, within ten (10) days after such offer, of his/her acceptance, then such teacher shall be considered terminated and shall have no further rights to reinstatement. If the teacher is not terminated, or if the termination is set aside or if held invalid, then the teacher shall have his/her seniority date set back to zero and shall be treated for seniority purposes as a new employee.

The Union shall be notified of the pending recall so as to be able to help locate the laid off teacher by the earliest possible date.

The laid off teacher shall have the opportunity to pre-accept in writing any position for which he/she is certified and qualified if he/she is in the top 15 on the layoff list.

- 13.10 It is understood that it is a teacher's responsibility while on layoff to keep the Personnel Office informed in writing of his/her current address, and his/her failure to do so constitutes a waiver of his/her reinstatement rights.
- 13.11 If a current teacher, or a laid off teacher is offered a part-time assignment and accepts, the teacher shall have the right to a full-time vacancy that may subsequently open up provided the placement of said teacher is consistent with the provisions of Article XIII.
- 13.12 Teachers on layoff shall not be paid nor receive paid fringe benefits during the layoff, however, the teacher may continue hospitalization, dental and vision coverage, if allowed by the applicable insurance carrier by paying to the School District the cost of the monthly premium. Teachers will be notified when School District paid insurance will cease.
- 13.13 Laid off teachers shall have priority on the substitute list according to seniority.
- 13.14 A laid off teacher may elect the terminal pay provided for in Article 20.3.
- 13.15 All teachers who anticipate changes in their certification or endorsements must provide the Personnel Office with "Letters of Intent" by May 14. Courses set forth in Letters of Intent regarding certification or endorsement changes must be actually completed prior to September 1 of the next school year. The certification(s), endorsement(s), and "Letters of Intent" in the teacher's personnel file as of June 14 shall be conclusive and binding for purposes of layoff, recall and assignments during the next full school year.

ARTICLE XIV
EMERGENCY LEAVE DAYS

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

SICK LEAVE:

- 14.1 All teachers shall receive ten (10) sick leave days each school year, five (5) of these days shall be advanced at the beginning of each semester to be used for illness. Any unused portions of these sick days shall be allowed to accumulate to two hundred and fifteen (215) days and be available as sick days in future years. Teachers who terminate their contract before the end of the school year and use more sick days than would accumulate at the rate of one (1) day per month (September to June) shall reimburse the School District for the extra days used.
- 14.2 Teachers may use sick leave, when necessary as follows:
- A. Personal illness or injury in the immediate family group residing with the teacher and/or personal illness or injury to the mother, father, mother-in-law, father-in-law and children.
 - B. Quarantine or exposure to contagious disease which may endanger the health of the pupils and employees.
- 14.3 Teachers who have exhausted their accumulated sick days and have the approval of the sick leave committee shall be entitled to receive additional leave days from the sick bank for a period not to exceed ninety (90) calendar days. The sick leave bank shall be administered by the Union. Upon approval of day(s) granted to a teacher from said sick bank, the Union will notify in writing the office manager. Payment shall be made within two (2) pay periods from date of notification. The office manager will be notified by the Union of any assessment of days made of its members for the sick bank. These records shall be kept by the office manager.
- 14.4 Employees reporting at the beginning of their work periods who are forced to leave any time after three (3) hours because of illness may be counted as absent one-half (1/2) day. Employees absent from work at the beginning of the work period and reporting at least three (3) hours before the close of the day may be considered as absent (1/2) day.
- 14.5 A twenty-four (24) hour automatic telephone answering service shall be provided by the School District. Therefore, teachers may call in as soon as it becomes evident that they will need a substitute. Teachers will call in at least one (1) hour prior to their starting time.
- 14.6 Emergency calls made later than sixty (60) minutes before reporting for work are to be made directly to the Building Principal or Supervisor.

ARTICLE XIV - EMERGENCY LEAVE DAYS - Cont'd.

- 14.7 A teacher returning from a paid sick leave will be assigned to his/her previous position if the position is being held by a substitute teacher and the teacher returns to work in the same school year that the leave was granted. If the position is being held by a regular contract teacher, then the teacher will be returned to a position and, when not educationally disruptive, to his/her previous position.
- 14.8 A teacher whose personal illness extends beyond the period compensated under Section 14.1 above shall be granted a personal health leave, provided the teacher has submitted written medical documentation by the attending physician that the leave is necessary, and the leave is for one full semester, one full school year or the balance of the school year. All leaves of absence under this Section will be without pay or fringe benefits and shall be governed by the provisions of Article 15.4.
- 14.9 Teachers who are aware of expected absence due to elective surgery should notify the School District of the expected date of absence at least 30 days in advance for elective surgery, where possible.
- 14.10 A teacher who is absent for five (5) consecutive work days may be required to submit a physician's statement, at the teacher's expense, verifying the illness or disability. The School District may require additional medical statements, at the teacher's expense, on a monthly basis. Before returning to work, a teacher shall be required to submit a physician's statement, at the teacher's expense, certifying the teacher's ability to return to his/her normal duties.
- 14.11 Upon notice to the Union, the School District may require a teacher, at the School District's expense, to be examined by a District-appointed hospital, physician, or other trained professional, to determine if the teacher is disabled or ill. The School District will utilize either Henry Ford Hospital and its facilities, U of M Hospital, St. Joseph Hospital of Ann Arbor, Harper-Grace Hospital, and Oakwood Hospital and facilities and physicians and professionals associated or admitted to practice in these hospitals; or hospitals, physicians and professionals of like quality and reputation.

In addition to the teacher authorizing such examinations as the physician or professional deems necessary, the teacher shall permit any School District appointed physician or professional to secure copies of his/her pertinent medical records.

If the teacher is placed on an involuntary medical leave of absence, or if an involuntary medical leave of absence is being considered by the School District, and the teacher and Union dispute the medical evidence, the School District and Union shall jointly agree upon a hospital, physician or other trained professional to conduct further examinations. The cost of the neutral hospital/professional shall be shared equally by the School District and the Union.

Upon the joint agreement of the Union and School District, the neutral hospital/professional provisions of this Section may be utilized before the teacher is examined by a School District appointed hospital/ physician or other trained professional.

ARTICLE XV

LEAVES OF ABSENCE

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

- A. A maximum of five (5) days per school year for each death in the immediate family - father, brother, husband, son, grandparents, mother, sister, wife, daughter, grandchildren, in-laws (father or mother, brother or sister, son or daughter) and any dependent as described by Internal Revenue returns for tax purposes. An absence of one (1) day per school year for a death not covered by the definition of "immediate family" above with approval of the Superintendent of Schools or designee.
- B. Absence when a teacher is called for jury service, provided that the School District shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily jury duty fee paid by the court. The teacher shall report for duty at his/her building on those days that by court rule or custom no jury trials are conducted, i.e., Monday, Federal Court; Friday, Circuit Court. The teacher shall endorse checks for service during the school year from the court to the Southgate Board of Education and will receive a regular paycheck.
- C. Time necessary to take the selective Service physical examination.
- D. Court appearance as a nonparty subpoenaed witness or as a party defendant when the lawsuit is incident to the teacher's employment provided, however, that the District shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and any witness fee paid. A teacher receiving a witness fee under this section shall endorse the check over to the District and receive the regular paycheck.

Court appearances that result from the Union and/or teacher filing an action against the School District and/or Board of Education, and court appearances as a party defendant when the teacher is found or pleads guilty/no contest or when the teacher is found liable for intentional torturous conduct (e.g., assault and battery), shall be excluded from coverage under this Section, but the teacher may use personal business days.

15.2 The following long term leaves of absence shall be granted without pay or fringe benefits except as provided by the Family Leave and Medical Act (FLMA) according to the provisions set forth below:

ARTICLE XV - LEAVES OF ABSENCE - Cont'd.

15.2 (Cont'd)

- A. To a teacher elected to a full-time public office or as an officer of the MEA or NEA provided he/she has requested the leave in writing before July 15 of the year the leave is to commence and the leave is for one (1) term of the office.
- B. A family care leave of absence to care for a sick husband/wife, son/daughter, provided the teacher has submitted written medical documentation by the attending physician that the leave is necessary and consistent with provisions under FLMA, for one (1) full semester, one (1) full school year, or the balance of a school year/ semester.
- C. A child care leave of absence to care for a teacher's newborn child, or newly adopted child, provided the teacher has submitted a written request for the leave sixty (60) calendar days prior to the date of expected birth or, in the case of adoption, as soon as possible, and the leave is consistent with provisions of FLMA, for one (1) full semester, one (1) full school year, or the balance of a school year/semester. If a teacher's leave of absence is for one (1) full school year, or the balance of a school year, then an additional one (1) full school year will be granted if requested in the original application form.

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

- A. A teacher accepted in the Peace Corp, Vista, Bureau of Indian Affairs, American Dependent School, Foreign Exchange Program, or any other federally funded teaching program.
- B. Study related to the teacher's field of certification.
- C. Study to meet eligibility requirements for certification, other than that held by the teacher.
- D. Study, research, or special training assignment involving benefits to the school system.
- E. Cultural travel and work experience related to education.

15.4 All leaves of absence under Section 15.2 and 15.3 shall be governed by the following additional provisions:

- A. Teachers requesting leaves of absence shall complete the leaves of absence application form as set forth in Appendix G. The Union shall receive a copy of all approved leaves.

ARTICLE XV - LEAVES OF ABSENCE - Cont'd.

15.4 (Cont'd)

- B.** Teachers granted a leave of absence must send a written notice of intent to return from the leave prior to the date (December 1 or July 1) specified in the Leaves of Absence Application Form set forth in Appendix G. Any teacher on leave who fails to timely provide the written notice of intent to return, or timely request an extension, by the date specified in the Leaves of Absence Application Form, shall be considered terminated and the School District shall have no further obligations to said teacher. If a teacher is not terminated, or if the termination is set aside or is held invalid, then the teacher shall have his/her seniority date set back to zero and shall be treated for seniority purposes as a new employee.
- C.** If a teacher's leave of absence was for the first full semester, the teacher shall be returned to a position and every effort will be made to return the teacher to the same assignment. If a teacher's leave of absence is for the balance of the school year or one (1) full school year, then the teacher shall be returned to a position. In all other cases a teacher returning from a leave of absence will only be returned to a vacancy.
- D.** Leaves of absence under this Section may be extended beyond the termination date, but not to exceed an additional one (1) year, upon application to and approval by the School District. Requests for extensions must be made prior to the date (December 1 or July 1) specified in the Leaves of Absence Application Form.
- E.** A teacher on an approved leave of absence shall be considered an employee of the School District. During the approved leave of absence, the teacher may continue hospitalization coverage, if allowed by Blue Cross/Blue Shield at the same person rate, by paying to the School District the cost of the monthly premium.

15.5 Upon the Superintendent or designee's approval, a teacher may be granted a leave of absence for visitation at other schools or to attend educational conferences or conventions.

15.6 Personal leaves of absence, not covered by the other provisions of this Article, may be granted by the School District upon such terms and conditions as the School District may determine in its sole discretion. Leaves of absences less than one semester shall be agreed upon by the teacher and School District. Leaves of absence for one (1) semester or more shall be agreed upon by the School District, teacher and Union.

ARTICLE XV - LEAVES OF ABSENCE - Cont'd.

- 15.7 Teachers are permitted three (3) days per year for personal business, not deductible from sick leave, to transact business which cannot be conducted after school hours or on weekends. Notification for such leave shall be given to the Building Principal one (1) day in advance, when possible. Reasons for personal business days(s) shall be stated on the absentee form. In cases where the employee considers the reason to be of a highly confidential nature the reason may be approved through administrative conference. The reason shall be recorded by stating "Administratively approved through conference" on the form. This confidentiality shall be maintained by the administrator.

Up to three (3) additional personal business days may be permitted without pay by the Superintendent. The teacher must file a request in writing for such additional days, stating specific reasons. The request shall be made far enough in advance so as to give ample time for approval and securing of substitutes.

The three (3) personal business leave days or any part thereof shall be converted to accumulated sick leave at the end of the school year if they are not used.

- 15.8 Sabbatical Leave.

A. Authorization.

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

- 15.8 B. Eligibility and Qualifications.

1. Any teacher employed by the Southgate Community School District who meets the qualifications shall be eligible to apply for Sabbatical Leave subject to the following conditions and requirements:
 - a. Applicant must hold a Life or Permanent Certification and a Master's Degree.
 - b. Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the Southgate School District. A leave of absence without pay, granted by the Board, shall not be deemed a break in continuity of service required by this section.

ARTICLE XV - LEAVES OF ABSENCE - Cont'd.

15.8 (Cont'd)

- c. **Sabbatical Leaves of Absence may be granted to one percent (1%) of the members of the total teaching staff; excepting, that not more than (1) such leave shall be granted to any of the three (3) levels of instruction in any one (1) year; excepting further, that the Board may, for exceptional reasons in the event of a lack of qualified applicants, increase the number of such leaves at any level.**
- d. **A Sabbatical Leave may be granted for a period of not less than one (1) full semester nor for more than two (2) full consecutive semesters.**
- e. **The applicant signs an Agreement to return to service with the Southgate Board of Education immediately upon termination of Sabbatical Leave and to continue in such service for a period of two (2) years (unless causes beyond the teacher's control prevent), or to refund any compensation received from the Board while on leave.**

C. Purposes of Sabbatical Leave.

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

ARTICLE XV - LEAVES OF ABSENCE - Cont'd.

D. Applicant Requirements and Procedures.

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

E. Requirements and Status while on Sabbatical Leave.

1. Financial Policies:
 - a. An employee on Sabbatical Leave shall be paid at one-half (1/2) the contract salary in effect during the time of the leave. This contract salary does not include remuneration for extra duties. Such payment is to be made in two equal installments, one-half (1/2) at the end of the first semester of the leave and the balance at the end of the leave after all requirements have been fulfilled.
 - b. A term of Sabbatical Leave shall entitle an employee to an automatic salary schedule increment at the beginning of the next full year of school following the return to service in the system.
 - c. All current insurance benefits shall be granted to teachers on Sabbatical Leave.

ARTICLE XV - LEAVES OF ABSENCE - Cont'd.

15.8 F. Reports Required on Sabbatical Leave.

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

G. Requirements and Status Upon Returning from Sabbatical Leave.

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

ARTICLE XVI

DISCIPLINE OF PERSONNEL

- 16.1 As provided for in the Teacher Tenure Act, a discharge or demotion (a reduction in Appendix A's salary compensation) of a tenure teacher shall be for just cause.
- Upon the filing of written tenure charges with the Board of Education and the service of the charges upon the tenure teacher, the teacher may request, under the Teacher Tenure Act, a tenure hearing before the Board of Education. If a teacher timely requests a tenure hearing before the Board of Education, then the teacher and the Union will forever be foreclosed from filing a grievance or requesting arbitration regarding the teacher's demotion or discharge. If the teacher elects not to request a tenure hearing, then upon discharge or demotion by the Board of Education, the teacher may file a grievance commencing at Article 23, Level II. The grievance shall be filed within ten (10) school days after the Board's action of dismissal or demotion. The purpose of this election of remedies section is to prohibit a teacher from contesting the discharge or demotion under both the proceedings of the Teacher Tenure Act and under the Grievance Procedure.
- 16.2 No tenure teacher shall be given a written disciplinary reprimand without just cause.
- 16.3 No probationary teacher shall be demoted during the school year (a reduction in Appendix A's salary compensation), or given a written disciplinary reprimand, without just cause. Provided, however, as set forth in Article 23.7D, the School District retains its right to discharge or refuse to employ, or reemploy any probationary teacher and no grievance shall arise.
- 16.4 Upon the teacher's request, and in his/her presence, a complete review of one's personnel files will be made with respect to charges. At the teacher's request, a representative may be present.
- 16.5 The Board of Education may adopt reasonable rules and regulations not in conflict with the terms of this Agreement governing the discipline of teachers.
- 16.6 During referral of a student discipline problem, at no time will a teacher be placed in a position of having to defend himself outside the privacy of the administrator's office.
- 16.7 Both parties recognize and understand that both teachers and administrators shall demonstrate the highest standards of ethical and professional conduct in the presence of students.

ARTICLE XVII

CONTINUITY OF OPERATIONS

- 17.1 When severe weather makes it impractical to hold regular classes, school closing will be announced over radio stations WJR and WWJ. The announcement will be called in as soon as the decision is made in the hope that it can be broadcast as early as the station will make the announcement.
- 17.2 The decision to close school will depend primarily upon the condition of roads in the metropolitan area. If conditions are such as to make school bus travel unsafe, travel by private cars will likewise be deemed unsafe and schools will be closed.
- 17.3 Days lost due to bad weather shall be rescheduled into the school calendar, if the days lost affect the required minimum student attendance days for State Aid remuneration.
- 17.4 Hazardous conditions in a limited area of the district due to flooding or other unsafe road conditions shall be taken into consideration in the closing of the individual schools.

ARTICLE XVIII

SCHOOL CALENDAR - 1998-99

Wednesday	Aug. 26, 1998	Teacher (Professional Development Day)
Thursday	Aug. 27, 1998	1/2 day students
Friday	Aug. 28, 1998	1/2 day students
Monday	Aug. 31, 1998	Full day for students
Monday	Sept. 7, 1998	No school (Labor Day)
Tuesday	Sept. 8, 1998	Full day for students
Wednesday	Nov. 25, 1998	School closes end of day - Thanksgiving
Monday	Nov. 30, 1998	School resumes
Tuesday	Dec. 22, 1998	School closes at end of day - Christmas
Monday	Jan. 4, 1999	School resumes
Friday	Jan. 22, 1999	Records Day - Secondary
Thursday	Feb. 25, 1999	School closes at the end of the day - winter break
Tuesday	March 2, 1999	School resumes
Thursday	April 1, 1999	School closes at the end of the day - Easter
Monday	April 12, 1999	School resumes
Monday	May 31, 1999	No school - Memorial Day
Wednesday	June 9, 1999	Last day - elementary students
Thursday	June 10, 1999	Records day elementary
		Last day - secondary students
Friday	June 11, 1999	Records day

185 Student Days

188 Teacher Duty Days

If days have been lost due to emergencies, additional days will be scheduled to meet State minimum requirements for student attendance. If additional days must be added to meet State minimum requirements, then the Union and the School District negotiator will meet to discuss the scheduling of additional days. The integrity of the calendar will be retained as much as possible.

ARTICLE XIX

PROFESSIONAL COMPENSATION

- 19.1 The annual salaries of teachers covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement.
- 19.2 Pay period: The individual teachers shall have the following options as to the payment of their annual salaries:
- A. Twenty-one (21) equal payments, September to June
 - B. Twenty-six (26) equal payments annually.
 - C. Twenty-one (21) equal payments, September to June and one lump sum payment (equal to five checks on the last pay day of the school year).
- 19.3 A salary increment shall be granted to a teacher who completes one of the following:
- A. One complete semester, or
 - B. One-half (1/2) the total number of duty days for that school year.
- 19.4 The extra duty assignment and pay of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement.
- 19.5 Credit for teaching experience outside the School District should be evaluated by the Superintendent of Schools or designee, and up to five (5) years may be allowed on the salary schedule whenever the prior services of the teacher are deemed satisfactory. Additional credit beyond this 5 year limitation, and outside teaching experience gained after a teacher was first employed by the School District, may be granted in the sole discretion of the Superintendent of Schools, or designee.
- 19.6 In the event of annexation, teachers in the annexed district shall be placed at the same pay step that they would have had annexation not taken place.
- 19.7 When it becomes necessary for a teacher to take an additional class period or portion of a class period because a substitute teacher cannot be obtained, additional pay will be at the rate of \$30.00 per hour.
- 19.8 When a teacher of the School District is required to drive between schools, the teacher will be compensated at the rate allowed by the Internal Revenue Service for mileage business deduction.
- 19.9 The School District agrees to hire regular contract teachers to fill vacancies known to be a semester, its equivalent, or more.

ARTICLE XIX - PROFESSIONAL COMPENSATION - Cont'd.

- 19.10 The School District recognizes that it is desirable to give priority to substitutes with full certification when filling the needs brought on by the absence of teachers.
- 19.11 The teacher's copy of record earnings and deductions shall include the teacher's name, total year's earning to-date, the deductions to-date for federal income tax, F.I.C.A., retirement, and state income tax, as well as the normal bi-weekly earnings and personal deduction amount. Remuneration earned above the basic contractual salary shall be paid at the end of the activity or assignment (to follow past practices), excluding conference/preparation hour pay.
- 19.12 Teachers who are required to work an extended school calendar year shall be paid at their per diem rate of their then current salary. Provided, however, in lieu of a per diem rate of salary, at the teacher's option up to a maximum of five (5) of these extended work days may be utilized as compensatory days but the actual date(s) the compensatory days are taken shall be agreed upon by the teacher and principal. Compensatory days shall be taken in the school year in which earned unless the extended work day(s) occur following the last teacher work day in June but before July 1. In that event, the compensatory days shall be taken in the next school year.
- 19.13 In order to receive compensation for college hours earned, a teacher must submit either a transcript of credits or an official grade report from the college or university at which the teacher is earning his/her degree. This must be in the Superintendent's office prior to the review. Earned credits shall be reviewed twice a year - October 31 and April 30. Credits submitted by October 31 will earn 100% of the contracted amount. Additional credits submitted between November 1 and April 30 shall earn 50% of the contracted amount for that school year, and 100% for the subsequent years. Said adjustments shall be retroactive to the first pay period of said semester.
- 19.14 In order to participate in the remuneration for additional college preparation, a teacher must have earned credits in specialized graduate courses relevant to his/her area of instruction or be pursuing a planned course of study at a college or university accredited for teacher education. The credits must have been earned in a 500 level (or equivalent) or higher.
- 19.15 No remuneration for college semester hours beyond the Bachelor's Degree or Master's Degree will be made until a Provisional Certificate has been awarded.
- 19.16 Academic credits earned beyond a Bachelor's Degree or Master's Degree, and earned in compliance with Subsections 13 and 14, shall be paid at the rate of \$30.00 per credit hour, not to exceed thirty (30) credit hours. Effective September 1, 1995, the amount shall be increased to \$35.00.

ARTICLE XIX - PROFESSIONAL COMPENSATION Cont'd.

19.17 AFTER 60-DAY SUBSTITUTES

As provided in Article I, Section 1 of the Collective Bargaining Agreement, the School District recognizes that all certified permanent substitute employees, after being employed in the same assignment sixty (60) consecutive school days, are included within the teacher bargaining unit. However, recognizing that such individuals are not employed to fill a permanent position in the bargaining unit, the parties agree that all rights and privileges of the collective bargaining agreement shall apply except for the following provisions:

Article XII

Article XIII

Article IX, Sections 9.1, 9.1, 9.3, 9.4, 9.5, 9.6, 9.8

Article XIV, Sections 14.3, 14.7, 14.8

Article XV, Sections 15.2, 15.3, 15.4, 15.5, 15.6, 15.8

Article XVI, Sections 16.1, 16.2

Article XIX (except Section 19.7)

Appendix A (teachers will receive compensation according to law)

In addition, notwithstanding any collective bargaining provision to the contrary, the School District shall have the sole discretion to assign, involuntarily transfer, discipline, discharge or lay off a sixty (60) day substitute teacher without regard to the provisions of this Agreement.

If the parties have excluded the permanent substitute employee (more than 60 consecutive days in the same assignment) from coverage under an Article and Section of the collective bargaining agreement in violation of law, then that particular exclusion shall be void, but all other exclusions and provisions of this Article shall remain valid and in effect. Any decision or determination regarding the unlawfulness of an exclusion shall be made by a court of law and not under the grievance and arbitration provisions of the collective bargaining agreement.

ARTICLE XX

RETIREMENT AND TERMINAL PAY

- 20.1 Terminal pay shall be granted to employees who are eligible at the time of retirement, and make application, for the Michigan School Employees Retirement Fund benefits. Such pay shall be 1/3 of accumulated sick days times the teachers current daily rate of pay. For the 1992/93 school year only, said payment shall be deferred one calendar year after the effective date of retirement.
- 20.2 Terminal pay shall be granted teachers who leave prior to retirement provided their resignation meets the severance requirements as stipulated in the Michigan Teacher Tenure Act. Such pay shall be an amount equal to one-fourth (1/4) of accumulated sick days times the teacher's current daily rate of pay.
- 20.3 Upon the death of a teacher, regardless of years of service, the beneficiary or estate shall be paid one-half (1/2) of the deceased's accumulated sick days at the deceased's daily rate of pay.

ARTICLE XXI

CASES OF ASSAULT, INJURY, AND COMPLAINTS CONCERNING SCHOOL PERSONNEL

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

ARTICLE XXII

INSURANCE

- 22.1 For teachers under contract, the School District agrees to pay the premium on Comprehensive Hospitalization, Semiprivate - MVF-II - ML Rider - Master Medical Option IV - Prescription Drug Program \$2 co-pay - Rider SA and SD and transplant coverage. Health Maintenance Organizations, or other health care plans, will not be provided to teachers during the term of this agreement, except as provided for in the letter of understanding.
- 22.2 The School District will select an insurance carrier and pay the premiums to provide thirty thousand (\$30,000.00) dollars of term life insurance for full-time teachers. The insurance shall provide double indemnity protection in the event of accidental death. Effective the beginning of the 1987-88 school year, the amount of the term life insurance shall be thirty-five thousand (\$35,000.00) dollars.
- 22.3 The School District will select an insurance carrier and pay the premiums to provide a long-term disability policy which contains, among other provisions, the following:
- A. Benefit of 65% of the teacher's salary not to exceed \$3,000 per month for a 12 month period. The cap shall increase to \$3,400 per month on September 1, 1996.
 - B. The benefits shall continue until the teacher becomes age 65.
 - C. Shall cover existing conditions.
 - D. Shall cover both occupational and non-occupational disabilities.
 - E. Contain an occupational rehabilitation waiver of no more than three (3) years.
 - F. Shall have a 90 day (calendar days) waiting period before the teacher is eligible for benefits.
 - G. Shall have an additional 20 day (calendar days) waiting period for recurrence of the same disability.
 - H. Shall cover disabilities that result from both illness or injury.
 - I. Social Security Freeze.

ARTICLE XXII - INSURANCE - Cont'd.

22.4 The School District will select an insurance carrier and pay the premiums to provide a dental insurance policy which contains, among other provisions, the following:

A. 80% of the basic dental, diagnostic and preventive services shall be paid by the carrier (maximum benefit \$1,000 per person per year). Exclusions are:

1. Oral Hygiene Instruction.
2. Experimental Treatment.
3. Dietary Planning.
4. Cosmetics.

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

1. Lost, misplaced or stolen prosthetics.
2. Additional costs for gold.

C. 60% of Orthodontic. Maximum benefit \$1,000 per person per lifetime.

22.5 The School District will select an insurance carrier and pay the premiums to provide a vision care policy which contains, among other provisions, the following:

A. Examination	\$35.00
B. Regular lenses	56.00 per pair
C. Bifocal lenses	90.00 per pair
D. Trifocal lenses	110.00 per pair
E. Frames	55.00
F. Contact lenses	115.00 per pair
G. If medically required	200.00 per pair

22.6 The benefits provided for in Sections 22.1, 22.2, 22.3, 22.4 and 22.5 above shall be subject to the terms and conditions specified in the School District's group insurance policy and any claim by the employee or claim settlement shall not be the basis of a grievance or subject to arbitration. The School District, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefit provided in this Article. Failure of the insurance carrier to provide any of the benefits which it has contracted for any reason shall not result in any liability to the School District or the Union nor shall such failure be considered a breach by either of them of any obligation under this Article.

22.7 The benefits provided for in Section 22.1, 22.2, 22.3, 22.4 and 22.5 shall be by way of fringe benefits with no cash reimbursement for those employees who do not qualify.

ARTICLE XXII - INSURANCE - Cont'd.

22.8 The School District shall make the payments of the insurance premiums listed above for each full-time teacher to assure insurance coverage for a 12 month period commencing September and ending September the next school year for all full-time teachers who have completed their contractual obligations.

A full-time teacher as used in this Article shall mean a teacher who is employed to teach a minimum of five (5) hours per day as set forth in 5.3 and 5.5.

22.9 Teachers scheduled to teach less than five (5) hours per day as set forth in Article 5.3 and 5.5 shall be considered part-time and they shall be required to pay to the School District their pro-rata share of the cost of the premium.

22.10 A teacher may elect to waive the coverage provided in 22.1 above and receive eight hundred dollars (\$800) per year. This benefit shall only be available to a teacher who has or can obtain medical coverage from another source other than the Southgate Community School District.

22.11 A teacher may elect to waive the coverage provided in 22.4 and 22.5 above and receive two hundred dollars (\$200) per year. This benefit shall only be available to a teacher who has or can obtain dental and vision coverage from another source other than the Southgate Community School District.

22.12 HMO GRANDFATHER CLAUSE

Only teachers who are covered by a health maintenance organization on September 1, 1989, shall be permitted to continue to participate or receive coverage in such health maintenance organization.

ARTICLE XXIII

GRIEVANCE PROCEDURE

- 23.1 A grievance is defined as a complaint involving the work situation or that there has been a deviation from, or misinterpretation or misapplication of a practice or policy concerning teacher rights and/or responsibilities, or that there has been a violation of an article(s) and section(s) of this Agreement. A grievance involving the work situation, or a practice or policy concerning teacher rights and responsibilities, may be processed through Level II. A grievance alleging a violation of an article(s) and section(s) of this Agreement may be processed through Levels III and IV.
- 23.2 An individual teacher presenting a grievance on one's own behalf, within the meaning and application of the Provision of Section II or Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, shall not be accompanied by nor represented by an officer, executive, delegate, representative or agent in any capacity of any organization other than the Union.
- 23.3 LEVEL I. Within ten (10) school days of the occurrence of an alleged violation of this Agreement, the teacher with the grievance shall first discuss the matter with the Principal or Supervisor, either individually or accompanied by the Union Representative, with the object of resolving the matter informally.
- 23.4 LEVEL II. If, as a result of the informal discussion with the Principal or Supervisor, a grievance still exists, the teacher shall file the grievance with the Superintendent of Schools, or designee, within five (5) school days after the Supervisor's oral answer. The grievance shall be submitted on the form set forth in Appendix D of this Agreement, correctly filled in, signed by the grievant and a representative of the Union, which form shall be available from the Union Representative in each building. A copy of the grievance form shall be delivered to the Building Principal or Supervisor. This formal grievance shall be the official grievance at all future levels of the grievance procedure.
- Within eight (8) school days of receipt of the grievance, the Superintendent of Schools, or designee, shall meet with the Union and the grievant in an effort to resolve the grievance. The Superintendent of Schools, or designee, shall indicate the disposition of the grievance in writing within eight (8) school days of such meeting and shall furnish a copy thereof to the Union and the grievant.
- 23.5 LEVEL III. If the grievance alleges a violation of an article(s) and section(s) of this Agreement, then within ten (10) school days of the receipt by the Union of the Superintendent's or designee's answer to the grievance, the Union shall decide whether or not there has been a violation of an article(s) and section(s) of this Agreement.

ARTICLE XXIII - GRIEVANCE PROCEDURE - Cont'd.

- 23.6 **LEVEL IV.** If the Union decides there has been a violation of this Agreement, it shall be submitted to arbitration by filing a Demand for Arbitration with the American Arbitration Association. The Demand for Arbitration shall be filed within forty (40) calendar days after the Superintendent of Schools, or designee's, written answer in Level II.

The Demand for Arbitration shall contain a statement of the issues to be arbitrated, references to the specific article(s) and/or section(s) of this Agreement allegedly violated, and shall be signed by the Union President, or designee.

The Arbitrator shall be selected in accordance with the rules of the American Arbitration Association governing labor disputes. The costs for the services of the Arbitrator, including per diem expenses, shall be borne equally by the School District and the Association. All other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.

Powers of the Arbitrator: The Arbitrator's decision shall be confined to the question of whether or not there has been a violation of a specific article(s) and section(s) of this Agreement. The Arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

- 23.7 The following matters shall not be the basis of a grievance nor shall the Arbitrator rule on any of the following:
- A. The termination of services or failure to reemploy any teacher to a position on the extra-curricular schedule. (Appendix B).
 - B. Any matter involving the contents of a teacher's evaluation.
 - C. The discharge or refusal to employ, or re-employ a probationary teacher.
- 23.8 Both parties and the aggrieved teacher agree to be bound by the award of the Arbitrator if within the scope of his/her authority and agree that judgment thereon may be entered in any court of competent jurisdiction.
- 23.9 The time limits provided in this Article shall be strictly observed by all parties involved but may be extended by written agreement of the parties. If the time limits are not observed by the School District representatives, the grievance shall be timely filed at the next step.
- 23.10 A grievance involving teachers in more than one (1) school building may be filed by the Union at Level II. The grievance shall be submitted on the form set forth in Appendix D of this Agreement, correctly filled in and naming the teacher involved, and signed by the Union President, or designee. The grievance shall be filed within ten (10) school days of the occurrence of the alleged violation. The Superintendent, or designee, shall meet with the Union as provided for in Level II and the remaining provisions of Level II and all other Levels shall apply.

ARTICLE XXIII - GRIEVANCE PROCEDURE - Cont'd.

- 23.11** No decision in any one grievance shall require a retroactive wage adjust in any other grievance, unless such grievance has been designated as the representative grievance by mutual written agreement by the parties.
- 23.12** Any grievance settlement reached between the District and the Union is binding on all teachers affected and cannot be changed by any individual.
- 23.13** No disciplinary grievance shall be filed or processed further by any teacher or the Union after the effective date of the aggrieved teacher's resignation.
- 23.14** Duplicate grievance forms should be provided to accompany the grievance through administrative channels (levels) and Union channels (levels). Duplicate signatures shall be affixed to all levels.
- 23.15** If a grievance occurs after April 1, then the time limits set forth in all Levels under "school days" shall be amended to read calendar days and then the time limits will be enlarged by two additional calendar days. If the last day of an applicable time period falls on a Saturday or Sunday, or legal holiday, then the time period shall run to the next day that is not a Saturday, Sunday or legal holiday.

ARTICLE XXIV

NEGOTIATION PROCEDURES

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

ARTICLE XXV

PROCEDURE FOR HANDLING STUDENT DISCIPLINE CASES

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

ARTICLE XXVI

CLASS SIZE

26.1 Both parties recognize that the availability of optimum school facilities for both student and teacher is desirable in an attempt to provide the highest possible quality of education that is the goal of both the School District and the Union.

26.2 Realizing that the teacher-pupil ratio may be an important aspect in an effective educational program for students, the parties agree that class size will be given consideration when financial resources and facilities are available.

In addition, it shall be the goal of the School District for grades K through 3 to have a teacher pupil ratio of 1-25, for grades 4 and 5 a teacher pupil ratio of 1 - 30, and for grades 6 through 12 a maximum teacher pupil ratio of 1 - 32.

Every attempt will be made to abide by the standards set by the NCA, but at no time shall exceed the number of student stations available in activity or laboratory type courses.

26.3 All the aforementioned efforts will be made to accommodate class size recommendations with regard to lower class sizes for classes designated as remedial.

26.4 Special Education classes and the number of students handled by specialists shall be established according to State criteria.

26.5 The School District agrees to meet with the Union during the first month of school to alleviate and mutually resolve any excessive class sizes and/or imbalances in grade level or subject areas.

ARTICLE XXVII

PARAPROFESSIONALS

Any non-certified personnel, employed by the School District, to assist in teaching and/or nonteaching related activities such as library aides, lunchroom monitors, clerical aides, etc., will be employed and maintained by the following criteria:

- 27.1 Such personnel will be oriented to the duties and responsibilities of their positions by the certified personnel to whom they are assigned.
- 27.2 Certified personnel shall volunteer rather than having paraprofessional personnel assigned to them without option, except where aides are assigned to the library, special education, State or Federal projects.
- 27.3 Appropriate training will be given to enhance and develop communicative skills, the concrete skills, and basic understandings of school related problems and procedures. This training would include an approach to discipline, mental health problems, and dealings with special remedial problems.
- 27.4 Much of the information teachers use or share about students and school situations is of a confidential nature. Having and using such information is a professional privilege and prerogative and is guided by high ethical standards.
- 27.5 Paraprofessionals shall not be allowed to assume the instructional duties of the teacher, except in the library, special education, State or Federal projects. The School District will not use paraprofessionals in the library, except as is presently occurring, without prior negotiation with the Union. Upon the request of the Union, the School District will meet with the Union to consider the use of a certified librarian in the elementary schools.
- 27.6 The teachers agree to work with the administration in evaluating the effectiveness of the paraprofessional program.
- 27.7 Paraprofessionals will not be hired to change the class size, except where aides are assigned to special education, State or Federal projects.

ARTICLE XXVIII

STRIKES

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

ARTICLE XXIX

MISCELLANEOUS PROVISIONS

- 29.1 This Agreement incorporates the entire understanding of the parties on all issues which were the subject of negotiations.**

During the term of the Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This article shall not be construed as prohibiting the parties, upon mutual consent, from negotiating upon items of mutual concern. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

- 29.2 This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement.**
- 29.3 The parties did not intend any provision of this Agreement to be contrary to the rights of a teacher, Union, School District, or School Board under the Michigan General School laws or the Constitution of Michigan or the Constitution of the United States. If any Article or Section of this Agreement or any Appendix thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.**
- 29.4 In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction or an appeal to a court of last resort, such decision shall necessitate immediate renegotiation of this provision. However, all other provisions of this Agreement shall continue in effect.**
- 29.5 The School District and the Union agree not to discriminate against any employee on the basis of race, creed, color, sex, national origin, marital status, or disability. An alleged violation of this Section may be processed in the appropriate Federal/State administrative or judicial forums.**
- 29.6 As provided for in Article III, Section 1 of the Teacher Tenure Act, any teacher employed other than as a classroom teacher shall not be deemed to be granted continuing tenure in such capacity but shall be deemed, after completing the probationary period, to have continuing tenure as a classroom teacher.**
- 29.7 The School District and the Union shall abide by the Americans with Disability Act.**

ARTICLE XXX

DURATION OF AGREEMENT

30.1 This Agreement shall be effective as of September 1, 1998, and shall continue in effect until the 31st day of August, 2001. At midnight August 31, 2001, this Agreement shall terminate.

30.2 IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year written below their signatures.

FOR THE UNITED
TEACHERS OF SOUTHGATE

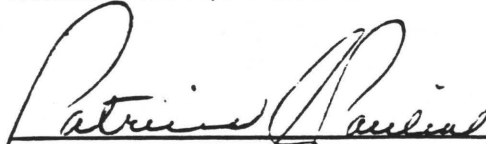
FOR THE SOUTHGATE
COMMUNITY SCHOOL DISTRICT



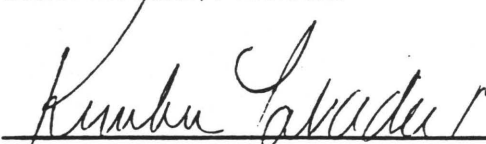
Estella Chiolino, President



Elmer McCans, President



Patricia Pauline, Vice President



Kimber Labadie, Vice President



Warren Curtis, Chief Negotiator



Michael Kell, Chief Negotiator

Date: 7-30-98

Date: 7-30-98

APPENDIX A

SALARY SCHEDULE

1998 / 1999 2% / 2% split each semester	1999 / 2000 Wage reopener	2000 / 2001 Wage reopener	
	1998 / 1999		
	<u>1st semester</u>	<u>2nd semester</u>	<u>Pay-out</u>
BA-00	33,202	33,866	33,534
BA-01	35,420	36,129	35,774
BA-02	37,638	38,392	38,015
BA-03	39,856	40,655	40,255
BA-04	42,074	42,918	42,496
BA-05	44,293	45,181	44,737
BA-06	46,512	47,444	46,978
BA-07	48,731	49,707	49,219
BA-08	50,950	51,970	51,460
BA-09	53,169	54,233	53,701
BA-10	55,388	56,496	55,942
MA-00	36,777	37,513	37,145
MA-01	39,250	40,035	39,642
MA-02	41,722	42,556	42,139
MA-03	44,195	45,079	44,637
MA-04	46,667	47,600	47,133
MA-05	49,140	50,123	49,631
MA-06	51,612	52,644	52,128
MA-07	54,084	55,166	54,625
MA-08	56,557	57,688	57,122
MA-09	59,029	60,210	59,619
MA-10	61,502	62,732	62,117
MA-11	63,795	65,071	64,433

Beginning in the 1988/89 school year, each teacher who has taught 25 years in the district shall be compensated an additional \$500 per year. Effective September 1, 1998, said compensation shall be issued as a separate check payable on the pay date prior to the Christmas break.

APPENDIX B

EXTRA ACTIVITIES SCHEDULE

The following positions and additional duties, or any part thereof performed outside the teaching day may be approved by the School District, providing it has the financial resources and qualified people available to fill the positions. The acceptance and/or rejection of these assignments shall not be made a condition of continued employment; therefore, there is no tenure in these assignments or positions.

The base BA beginning salary figure shall be used in computing stipends for the following positions and extra duty assignments.

COACHING ASSIGNMENT

FOOTBALL

Head Coach	High School	10%
Assistant Coach	High School	8%
Head Coach	Freshman	7%
Assistant Coach	Freshman	5%
Head Coach	Middle School	7%
Assistant Coach	Middle School	5%
Assistant Coach	J.V.	8%

BASKETBALL

Head Coach	High School	10%
Assistant Coach	J.V.	8%
Head Coach	Freshman	7%
Head Coach	8th	7%
Head Coach	7th	7%
Head Coach	Elementary	5%

BASEBALL

Head Coach	High School	10%
Assistant Coach	J.V.	8%
Head Coach	Freshman	7%
Head Coach	Middle School	7%

TRACK

Head Coach	High School	10%
Assistant Coach	High School	8%
Head Coach	Middle School	7%
Assistant Coach	Middle School	5%

VOLLEYBALL

Head Coach	High School	8%
Assistant Coach	J.V.	6%
Head Coach	Middle School	7%
Head Coach	Freshman	6%

APPENDIX B - Cont'd.

SWIMMING

Head Coach	High School	8%
Assistant Coach	High School	6%
Head Coach	Middle School	7%

SOFTBALL

Head Coach	High School	10%
Assistant Coach	J.V.	8%
Head Coach	Freshman	7%
Head Coach	Middle School	7%

WRESTLING

Head Coach	High School	8%
Assistant Coach	High School	6%
Head Coach	Middle School	7%

SOCCER

Head Coach	High School	8%
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CROSS COUNTRY

Head Coach	High School	8%
------------	-------------	----

TENNIS

Head Coach	High School	8%
Assistant Coach	High School	6%

GOLF

Head Coach	High School	8%
------------	-------------	----

CHEERLEADING

Head Cheerleading Coach	High School	10%
Advisor	J.V.	5%
Advisor	Freshman	5%
Advisor	Middle School	5%
Head Competitive Cheerleading Coach	High School	5%

HOCKEY

Head Coach		10%
Assistant Coach		8%

One-half percent (1/2%) will be added to a coach's pay for every year that person coaches in that sport to a maximum of five (5) years. This provision will apply only to those coaches who also teach in the District.

APPENDIX B - Cont'd.

ACTIVITIES ASSIGNMENTS:

Yearbook Advisor	High School	8%
Yearbook Advisor	Middle School	4%
Drama Advisor	High School	7%
Newspaper Advisor	High School	5%
Choir Director	High School	3%
Band Director	High School	7%
Assistant Band Director	High School	5%
Symphony Band Director	Middle School	5%
Elementary Band Director	Elementary	3%
Choreography Director	High School	2%
Debate Coach	High School	4%
Color Guard Director	High School	5%
Winter Color Guard		5%
Athletic Coordinator	Middle School	6%
Quiz Bowl Coordinator		5%
Safety Patrol		3%
Special Olympics Coordinator	District	6%
School Development Chairs	Elementary (Per Building)	3%
	Middle School (Per Building)	3%
	High School	3%
Peer Mediators	Elementary (Per Building)	3%

SPONSOR ASSIGNMENTS:

Advisor, Senior Class	High School	7%
Student Council Advisor	High School	5%
Student Council Advisor	Middle School	5%
Safety Patrol	District-Wide	3%
Mentor Teacher	District-Wide	\$400

OTHER ASSIGNMENTS:

Driver Education	.00060 x BA Base per hr.
Summer School	.00060 x BA Base per hr.

DEPARTMENT CHAIRS AND DISTRICT-WIDE COORDINATORS:

English	High School	9%
Social Studies	High School	9%
Mathematics	High School	9%
Science	High School	9%
Business	High School	9%
Foreign Language	District-Wide	4%
English	Middle School	6%
Science	Middle School	6%
Mathematics	Middle School	6%
Social Studies	Middle School	6%
Special Education	District-Wide	7%
Comprehensive Health Coordinator	District-Wide	5%

APPENDIX B - Cont'd.

MIDDLE SCHOOL COORDINATOR

For those subjects that do not have a coordinator 6%

HIGH SCHOOL COORDINATOR

For those subjects that do not have a coordinator 9%

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

In the event a course is provided during the duty day for yearbook, the rate of compensation for the teacher assigned as advisor shall be 6%. The advisor will receive 8% if the high school yearbook makes a profit for the year.

APPENDIX C

STATEMENT OF LAW

The following sections of the Public Employment Relations Act, Act 379 of the Public Acts of 1965, are included for informational purposes only, to inform teachers of their rights under law:

1. **17.455 (9) Forming or Joining Labor Organizations: Collective Bargaining**

SEC. 9 It shall be lawful for public employees to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiating or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public employers through representatives of their own free choice.

2. **17.455 (10) Interference or Discrimination by Employer Prohibited**

SEC. 10 It shall be unlawful for a public employer or an officer or agent of a public employer (a) to interfere with, restrain or coerce public employees in the exercise of their rights guaranteed in Section 9; (b) to initiate, create, dominate, contribute to or interfere with the formation or administration of any labor organization: Provided, that a public employer shall not be prohibited from permitting employees to confer with it during working hours without loss of time or pay; (c) to discriminate in regard to hire, terms or other conditions of employment in order to encourage or discourage membership in a labor organization; (d) to discriminate against a public employee because he/she has testimony or instituted proceedings under this act; or (e) to refuse to bargain collectively with the representatives of its public employees, subject to the provisions of Section 11.

3. **17.455 (11) Exclusive Bargaining Representative: Rights of Individual Employees**

SEC. 11. Representatives designated or selected for purposes of collective bargaining by the majority of the public employees in a unit appropriate for such purposes, shall be the exclusive representative of all the public employees in such unit for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and shall so be recognized by the public employer: Provided, that any individual employee at any time may present grievances to his/her employer and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, provided that the bargaining representative has been given opportunity to be present at such adjustment.

GRIEVANCE NUMBER _____

**APPENDIX D
GRIEVANCE FORM**

_____ Date

Supervisor: _____

Assignment _____

Grievant: _____

Building _____

REASON FOR GRIEVANCE (Statement of Facts):

(ATTACH ALL SUPPORTING PAPERS)

ARTICLES & SECTION VIOLATED

ACTION REQUESTED (Relief Sought)

Signature of Employee _____

Signature of UTS Representative _____

STEPS IN RESOLUTION OF GRIEVANCE

LEVEL I

VIOLATION DATE

ORAL DISCUSSION DATE

ORAL ANSWER DATE

GRIEVANT'S SIGNATURE

SUPERVISOR'S SIGNATURE

LEVEL II

DATE RECEIVED

MEETING DATE

DATE ANSWERED

DATE RECEIVED

SUPERVISOR'S SIGNATURE

SUPERVISOR'S SIGNATURE

GRIEVANT'S SIGNATURE

SUPERVISOR'S SIGNATURE

GRIEVANT'S SIGNATURE

ATTACH ALL SUPPORTING PAPERS

DESCRIPTION OF SUPPORTING PAPERS

- 1. _____
- 2. _____
- 3. _____
- 4. _____

DATE

ATTACHED BY: SIGNATURE

APPENDIX E - 1

Southgate Community School District

Professional Evaluation Program

Teacher's Name _____

School Year _____

Current School/Assignment _____

Date of Report _____

Status of Teacher: Probationary _____ Tenure _____

Grade Level(s) taught: _____	First time experience	_____	_____
		Yes	No
Secondary Subjects taught: _____	First time experience	_____	_____
		Yes	No
Secondary Subjects taught: _____	First time experience	_____	_____
		Yes	No
Secondary Subjects taught: _____	First time experience	_____	_____
		Yes	No

Evaluation Selection:

I choose to be evaluated this year, _____, by using the Narrative Checklist

Teacher's Signature

I choose to be evaluated this year, _____, by using the Goal Setting Program
which involves setting two or more goals.

Teacher's Signature

Administrator's Signature

APPENDIX E - Cont'd.

SOUTHGATE COMMUNITY SCHOOL DISTRICT
EVALUATION FOR PROFESSIONAL DEVELOPMENT

Goal Setting and Action Plan

Target Goal: # _____

Personal Action Plan:

Administrative/Team Support Plan: (Optional)

Outcome/Modifications:

(attach sheet(s) as needed)

GOAL SETTING EVALUATION PROGRAM
RECOMMENDATIONS/COMPLETION FORM

Administrator Section

Some areas may not be applicable. Please indicate "NA" when necessary.

Recommended for continued employment NA___ Yes___ No___
Recommended for intervention/IDP program NA___ Yes___ No___

Probationary Teachers:

Recommended for continued probation _____

Recommended for tenure _____

*Target goal #1 _____

*Goal results _____

*Target goal #2 _____

*Goal results _____

*Target goal #3 _____

*Goal results _____

Date of observations/meetings _____

Evaluation Completion: Yes___ No___

Administrative Signature

Date

Teacher Section

I have participated in the Evaluation program and have received copy of the evaluation and understand a copy of this document shall be included in my personnel file.

Teacher's Signature

Date

I plan to attach a response to this report: Yes___ No___

Comments on the overall evaluation process: _____

My signature on this evaluation is not interpreted as agreement, but only indicates that I have seen and received a copy of the evaluation.

SOUTHGATE COMMUNITY SCHOOL DISTRICT

Professional Evaluation Program
Narrative Checklist

A pre-conference with administrator, teacher, and peer if requested by the teacher will occur before any observations for this evaluation take place. A discussion of this checklist and expectations by the administrator will be formalized at this time. If an area is not appropriate for the teacher and/or the particular assignment he/she is currently performing, it should be discussed and agreed upon by both teacher and administrator. "N.A." (non applicable) will be noted.

Prior to the formal evaluation mentioned between administrator and the teacher, all areas will be scored by the administrator after observations both formal and informal have been made. The narrative area will be completed to explain the scores given.

Prior to the formal evaluation meeting between administrator and the teacher, all areas will be scored by the teacher as a self-evaluation. The narrative area will be completed to explain the scores given. The self-evaluation scores will be shared with the administrator at the time of the formal evaluation meeting as a means of aiding the administrator in the final scores given to the teacher.

Exceeds
Expectations
2

Meets
Expectations
1

Does Not Meet
Expectations
0

PERSONAL QUALITIES

Is / does the teacher:

- A. Neat and well groomed _____
- B. Communicates effectively _____
- C. Evidence respect for others by speech and action _____
- D. Dependable, punctual, and accurate in performance of school routine _____
- E. Adhere to building and district policies _____
- F. Attendance on the job consistent and satisfactory _____

APPENDIX E - Cont'd.

**Exceeds
Expectations
2**

**Meets
Expectations
1**

**Does Not Meet
Expectations
0**

KNOWLEDGE OF SUBJECT

Does the teacher:

A. Exhibit knowledge of the subject matter _____

B. Make an effort to improve knowledge of subject matter _____

DEVELOPMENT OF EFFECTIVE LEARNING EXPERIENCES

Does the teacher:

A. Show evidence of careful planning and good organization _____

B. Formulate realistic goals _____

C. Motivate students to achieve goals _____

D. Give clear and adequate directions and explanation to students _____

E. Communicate effectively _____

F. Use a variety of methods, techniques and materials in presenting lessons _____

G. Make assignments reasonable and to the ability of individual students in class _____

H. Utilize supportive staff for students who have special needs _____

I. Supply adequate plans for the substitute teacher _____

J. Keep accurate and adequate records indicating student progress _____

APPENDIX E - Cont'd.

Exceeds Expectations	Meets Expectations	Does Not Meet Expectations
2	1	0

CLASSROOM MANAGEMENT

Does the teacher:

- A. Maintain a classroom climate conducive to learning _____
 - B. Maintain consistent and reasonable classroom control _____
-
-
-

RELATIONSHIP WITH STUDENTS

Does / Is the teacher:

- A. Establish and maintain good rapport with students _____
 - B. Sympathetic, patient and understanding: fair and impartial; sensitive to emotional needs of students _____
 - C. Provide opportunities for students to develop self-discipline and responsibility _____
 - D. Exhibit trust and respect for students _____
 - E. Help students develop a positive self-concept _____
 - F. Help students to develop sensitivity to the rights and feelings of others _____
 - G. Maintain grading policies within reasonable expectations of students _____
-
-
-

RELATIONSHIP WITH PARENTS AND COMMUNITY

Does the teacher:

- A. Keep parents adequately informed of their children's progress and attendance _____
- B. Present a positive view as a professional educator _____

APPENDIX E - Cont'd.

**Exceeds
Expectations**
2

**Meets
Expectations**
1

**Does Not Meet
Expectations**
0

RELATIONSHIP WITH STAFF

Does / Is the teacher:

- A. Work harmoniously with members of school staff _____
- B. Cooperate with other staff in the building, making positive contributions to harmonious and congenial staff relationships _____
- C. Participate in the overall school program _____
- D. Seek assistance of other staff members when needed _____

PROFESSIONAL GROWTH AND RESPONSIBILITIES

Does the teacher:

- A. Take advantage of opportunities for professional growth and responsibility by participating in formal educational programs, inservice, and visitations. _____

APPENDIX E - Cont'd.

Exceeds
Expectations
2

Meets
Expectations
1

Does Not Meet
Expectations
0

PROGRESS TOWARDS MUTUALLY SET GOAL(S)

A. Was goal achieved

OTHER

Does the teacher participate in:

A. School development and school related committees

SPECIAL RECOGNITION

**NARRATIVE EVALUATION PROGRAM
RECOMMENDATIONS/COMPLETION FORM**

Administrator Section

Some areas may not be applicable. Please indicate "NA" when necessary.

Recommended for continued employment	NA	Yes	No
Recommended for intervention/IDP program	NA	Yes	No
Probationary Teachers:			
Recommended for continued probation	_____		
Recommended for tenure	_____		

Date of observations/meetings _____

Evaluation Completion: Yes _____ No _____

_____	_____
Administrative Signature	Date

Teacher Section

I have participated in the Evaluation program and have received copy of the evaluation and understand a copy of this document shall be included in my personnel file.

_____	_____
Teacher's Signature	Date

I plan to attach a response to this report: Yes _____ No _____

Comments on the overall evaluation process: _____

My signature on this evaluation is not interpreted as agreement, but only indicates that I have seen and received a copy of the evaluation.

**APPENDIX F
SOUTHGATE COMMUNITY SCHOOL DISTRICT
13201 Trenton Road
Southgate, MI 48195**

APPLICATION FOR EXTRA CURRICULAR POSITIONS

POSITION DESIRED _____

NAME _____

ADDRESS _____

PHONE _____ YEARS EXPERIENCE IN DISTRICT _____

CERTIFICATION LEVEL (ELEMENTARY/SECONDARY) _____

TYPE OF CERTIFICATION (PROV./PERMANENT) _____

EDUCATION: _____

School	Hours Attended	Degree	Major/Minor
--------	----------------	--------	-------------

High School _____

College/University _____

Other _____

EMPLOYMENT HISTORY _____

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

Other Considerations: (Special Certification/Experiences/Hobbies)

REFERENCES:

Name	Address	Phone	Title/Company
------	---------	-------	---------------

APPENDIX G

LEAVE OF ABSENCE AGREEMENT FORM

Pursuant to Article XIII of the Collective Bargaining Agreement, it is hereby agreed by and between the Southgate School District, _____, hereinafter called the Employee, and the United Teachers of Southgate that the Employee be granted a leave of absence for _____ upon the following terms and conditions:

1. This Leave of Absence shall be from _____, 19__ to _____, 19__.
2. The Employee shall report to work on the first teacher work day after the expiration of the Leave of Absence.
3. The Leave of Absence shall be without wages and paid fringe benefits. Sick days and salary increments shall not accrue.
4. Notwithstanding any of the Articles and Sections of the Collective Bargaining Agreement to the contrary, the Employee shall notify, in writing, on or before _____* the Personnel Office of the School District whether the Employee intends to return to active employment with the School District, in writing, by _____* of the Employee's intention to teach or request an extension, said failure shall result in the Employee's termination and the School District shall have no further obligations to the Employee. If the Employee is not terminated, or if the termination is set aside or is held invalid, then the Employee shall have his/her seniority date set back to zero and shall be treated for seniority purposes as a new employee.

Provided, however, that if the Employee does notify the School District in writing, by _____* of his/her intention to teach, then he/she shall be entitled to be assigned to a position subject to the terms and conditions of the Collective Bargaining Agreement.

5. Upon return to active employment, the Employee shall be placed upon the same position in the salary schedule he/she held prior to the commencement of the leave and that his/her sick days shall be restored to the number of days held prior to commencement of the leave.
6. This form shall be used if an application for an extension of the employee's leave of absence (13.2 and 13.3) is approved in conformance with the terms and conditions of the Collective Bargaining Agreement.

United Teachers of Southgate

Employee

APPENDIX H

LETTER OF UNDERSTANDING

In order to facilitate the implementation of Article 5, Section 14 of the Master Agreement between the United Teachers of Southgate and the Southgate Community School District, the parties do hereby agree to the following:

1. The amount of student contact time shall be compressed on Thursdays. At the elementary level this shall be done by reducing each half-hour instructional period by a maximum of five minutes. This provision shall not apply to kindergarten.
2. The thirty (30) consecutive minutes of conference-preparation time for elementary as provided in Article 5, Section 8, shall be modified accordingly on Thursdays. (This modification shall also not apply to kindergarten). However, no bargaining unit member shall be denied an entire conference-preparation time on Thursday due to implementation of Article 5, Section 14. Further, no bargaining unit member in grades 1 - 6 shall have a conference-preparation period on said day of less than twenty-five (25) minutes.

/s/Joseph Chirillo
United Teachers of Southgate

/s/Michael Kell
Southgate Community School District

Dated: (9/13/94)

Dated: (9/13/94)

APPENDIX I

SOUTHGATE COMMUNITY SCHOOL DISTRICT

TRANSFER REQUEST FOR THE ___ - ___ SCHOOL YEAR

Due: April 1, 19___

NAME _____

PRESENT BUILDING _____

PRESENT ASSIGNMENT _____

SENIORITY NUMBER _____

CERTIFICATION & ENDORSEMENTS _____

PLEASE CHECK APPROPRIATE BOX(ES)

I request a transfer to:

___ Elementary ___ Middle School ___ High School

I request a transfer to grade(s): (Check all that apply)

___ K ___ 1 ___ 3 ___ 5
___ RR ___ 2 ___ 4 ___ 6

I request a transfer to teach _____
Subject Matter(s)

I request a transfer to grade(s): (Check all that apply)

___ 7-8 ___ 9 ___ 10-12

Other _____

I understand that after April 1, 19___, this transfer request cannot be withdrawn and if my transfer is granted, it is binding on me.

Signature

Date

Original: Asst. Superintendent/Personnel Office
Copy: UTS Staffing Chairperson

APPENDIX I (a)

Letter of Understanding

In order to meet state required minimum student instructional hours at the elementary level for the 1995-96 and 1996-97 school year, the United Teachers of Southgate (UTS) and Southgate Community School District do hereby agree to the following contract modifications:

1. 5.1 Prior to the opening day of school, the Superintendent will issue the starting and closing times for all the schools. The starting and closing times shall be scheduled between the hours of 7:30 a.m. - 4:00 p.m. In the case of vocational and industrial arts classes, however, the starting and closing times shall be scheduled between the hours of 7:30 a.m. - 7:30 p.m. Regular K-12 vocational and industrial arts assignments will be performed by bargaining unit members and will be assigned on the basis of seniority. The supervisor will consult with the vocational and industrial arts teachers before establishing the regular K-12 classes.

No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of their school day, except as provided specifically in the other sections of this Master Agreement. Teachers shall be permitted to leave fifteen (15) minutes after the close of their school day, except as provided specifically in other sections of the Master Agreement.

HOWEVER, NO ELEMENTARY TEACHERS SHALL BE REQUIRED TO REPORT TO DUTY EARLIER THAN FIVE (5) MINUTES BEFORE THE OPENING OF THE SCHOOL DAY AND TEN (10) MINUTES AFTER THE CLOSE OF THE DAY WITH THE SAME EXCEPTIONS AS PROVIDED ABOVE.

Permission for earlier leave may be granted by the Building Principal or Supervisor. Starting times and closing times of junior, middle, and senior high schools will be listed in the Teacher's Handbook for each building.

2. 5.3 Teaching schedules before all elementary students shall be five (5) hours and FIFTEEN (15) minutes per day and a duty free lunch period of forty-five (45) minutes.
3. 5.8 The School district will provide one hundred fifty (150) minutes of conference/preparation time per week for each elementary teacher in grades 1-6. Thirty (30) consecutive minutes shall be allocated to each teaching day.

IN THE CASE OF KINDERGARTEN, EFFECTIVE AUGUST 28, 1995, IN ORDER TO ENSURE THIRTY (30) CONSECUTIVE MINUTES OF CONFERENCE/PREPARATION TIME EACH TEACHING DAY AND MEET STATE REQUIREMENTS, OTHER CERTIFIED PERSONNEL (IN PLACE OF THE KINDERGARTEN TEACHER) SHALL PROVIDE INSTRUCTION SERVICES TO THE STUDENTS DURING THIS PERIOD.

/s/ Joe Chirillo
United Teachers of Southgate

/s/ Michael Kell
Southgate Community School District

Dated: 6/9/95

Dated: 6/9/95

APPENDIX J

Letter of Understanding

The United Teachers of Southgate and the Southgate Community School district recognize the importance of School Development and Professional Development and do hereby agree that a district wide plan shall be a subject of negotiation during the next round of bargaining for the successor agreement to the 97/98 Master Agreement.

For the:
United Teachers of Southgate

/s/ Estella Chiolino

For the:
Southgate Community School District

/s/ Michael Kell

APPENDIX K
Letter of Understanding

The United Teachers of Southgate and the Southgate Community School district do hereby agree to the following:

1. The position of Wrestling Head Coach - Middle School shall be added to Appendix B at 7%. The addition shall be retroactive to September 1, 1994. Any payment of stipends exceeding 7% for work performed in association with the position for the 1994/95 school year shall have no precedent for future compensation for the position and/or the sharing of a stipend for this position.
2. The position of Soccer Head Coach - High School shall be added to Appendix B at 8%.
3. Effective June 1, 1995, a person holding a position on Appendix B may voluntarily elect to share a portion of his/her stipend with another individual(s) performing services in that position. However, prior to any shared compensation being issued by the Payroll Office, written authorization must be submitted by the appointed/delegated Appendix B employee.

/s/ Joseph Chirillo
United Teachers of Southgate

/s/ Michael Kell
Southgate Community School District

Dated: 6/9/95

Dated: 6/9/95

APPENDIX L

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") is made and entered into this day of June, 1998 by and between the Southgate Community School District, including its Board of Education (collectively, "District"), and the United Teachers of Southgate, MEA/NEA ("Association") in order to facilitate the District's acquisition and operation of the Beacon Center Day Treatment Program ("the Program") currently operated by the Regional Educational Service Agency Of Wayne County ("RESA"), which should benefit all those interested in the Program and the District; to modify the current (1994-97) collective bargaining agreement between the parties ("the current contract"), which should assist in implementation of a fair, lawful and uncontentionous transition period; and to comply with the parties' obligations pursuant to law, while serving each party's lawful rights and legitimate interests.

THEREFORE, the parties do hereby mutually represent, covenant and agree as follows:

1. Effective the first teacher day of the 1999-99 school year, the District shall recognize the Association as the exclusive bargaining agent pursuant to the Public Employment Relations Act ("PERA"), 423.20 1, et seq., for those persons who are hired or retained by the District with the Program and who otherwise fall within Article I of the current contract. Such persons shall become District employees within the Association's bargaining unit and subject to Article II of the current contract.

2. Effective the first teacher day of the 1998-99 school year, and pursuant to MCL 380.1766, those Program employees who become District employees in the Association's bargaining unit will receive those employment rights and benefits, including seniority and salary, that they would have obtained if they had been employed by the District from their date of hire

Memorandum of Understanding (Continued page 2)

by the RESA. Accordingly, each such employee from the first day of work as a District employee shall be subject to and benefit from the terms and conditions of employment specified in the current contract and consistent with this Memorandum. The parties acknowledge that the District's acquisition of the Program is not subject to §8.17 of the current contract.

3. Pursuant to MCL 380-1766(2), all employees covered by ¶¶1.-2., above shall be subject to a one (1) year probationary period under the Teacher Tenure Act ("ACT"), MCL 38.71, et seq.; none shall achieve tenure status in the District without first successfully completing a full year of District employment (ie., the 1999-99 school year). The District shall evaluate such probationary employees pursuant to the Act and the current contract. The District shall give timely notice under the Act and the current contract to each such probationary employee regarding his/her tenure status; and lay-off, Program discontinuation or other reduction in the number of Program positions during the 1998-99 school year or for the 1999-2000 school year shall be determined, announced and implemented before any District employee assigned to the Program achieves tenure status.

4. During and for the 1998-99 school year of the District's operation of the Program, there shall be no transfers or reassignments between or among buildings in the District that take effect during the 1998-99 school year; provided, however, that transfers and reassignments that the District determines before the first teacher day of the 1998-99 school year pursuant to the current contract will go into effect for the 1998-99 school year without regard to the District's acquisition of the Program. Similarly, during the spring semester of the 1998-99 school year, when staffing is being completed for the 1999-2000 school year, transfers and reassignments will be permitted per the current contract, or any successor contract, and this Memorandum. In successive school years, transfers and reassignments will be permitted at all times during the

Memorandum of Understanding (Continued page 3)

school year per the current contract, or any successor contract, and this Memorandum. Any employee returning from a leave of absence during the 1998-99 school year may only be assigned to a position in the building or program which he/she had left. The parties recognize that it may be reasonable and/or necessary to waive the requirements of this paragraph in certain circumstances (e.g. a mid-year resignation or retirement) and, thus, may agree in writing to waive the terms of this paragraph for a specific employee. An agreement to waive the applicable language will not be arbitrarily withheld.

5. Recognizing the distinct nature of instruction and working conditions as between regular and special education assignments, for and during the 1999-2000 school year and thereafter, all assignments or reassignments permitted, required or otherwise resulting from any transfer between buildings, any lay-off/re-call, any return from a leave of absence, and the filling of any vacancy (i.e., current contract §§ 12.1, 12.2, 12.6, 13.4-13.7) shall require the following qualification in addition to those for which the current contract provides:

The affected employee, within the preceding 10 years, must have successfully taught or otherwise successfully provided professional services for at least one semester in the Southgate Community School District in the same type of assignment (i.e., regular or special education) as the prospective assignment,

For purposes of this qualification, the "type" of any given prior or prospective assignment shall be determined, first, by taking the subject matter or area of the majority of the assignment, and second, by classifying that majority as regular or special education by the specific certification, endorsement and/or permit, and by the specific qualifications, required lawfully to provide such instruction or other professional service,

For purposes of this qualification an alternative education assignment shall be deemed a regular education assignment.

This qualification does not apply to intra-building transfers. This shall not preclude a transfer from a regular education position to a regular education position and a special education position

to a special education position where permitted by the current contract, or a successor contract.

This qualification may be waived pursuant to § 13.8 of the current contract.

6. If the District decides to discontinue its operation of the Program, it shall exercise reasonable efforts to require that any district, academy or other qualified educational agency accepting the Program, or a portion thereof, hire and retain then-existing Program employees pursuant to MCL 380.1766 (or any similar or successor statutory provision); affected Program employees must go with the Program to any district, academy or other qualified educational agency or entity that receives or reinstates it. The parties, however, recognize their legal obligations to comply with the requirements of MCL 380.1766. The parties also agree that §12.4 of the current contract does not apply to any discontinuance of the Program, including any closure of the building in which the Program is or may be operated.

7. This Memorandum shall remain in effect until the expiration of the successor agreement to the current contract, at which point the parties will bargain in good faith pursuant to law for a single successor agreement. The parties shall also bargain in good faith pursuant to law over the implementation of this Memorandum, and any affects or impact thereof. Any dispute over the implementation or application of this Memorandum shall be resolved pursuant to the grievance procedure of the current contact, including binding grievance arbitration, regardless of the expiration of that contract or of the terms of a successor contract. Any grievance or dispute initiated or pursued under this Memorandum must specifically allege and be limited to a violation of this Memorandum,

8. The parties acknowledge that except as specifically provided herein, this Memorandum does not modify, alter or limit the rights of the parties under the current contract,

Memorandum of Understanding (Continued page 5)

or a successor contract.

IN WITNESS WHEREOF, the duly authorized and empowered representatives of each party have executed this Memorandum, consisting of five (5) typewritten pages, as of the date stated above and as indicated below.

United Teachers of Southgate, MEA/NEA

Southgate Community School District

By: Estelle Chiolino
Its President

By:
Its President of the Board of Education

By: Warren Curtis
Its Uniserv Director

By: Stanley Mazur
Its Superintendent of Schools

