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STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
EMPLOYMENT RELATIONS COMMISSION

*In the Matter of the
Fact Finding Between:*

SOUTHFIELD PUBLIC SCHOOLS

-and-

MERC Fact Finding
Case No. D06 B-0148

SOUTHFIELD EDUCATION
ASSOCIATION – TEACHING PERSONNEL

**FACT FINDER'S FINDINGS OF FACT,
REPORT AND RECOMMENDATIONS**

APPEARANCES:

FOR SOUTHFIELD PUBLIC SCHOOLS:

Floyd E. Allen, Attorney
George Pritchard, Attorney
Mark S. Rajter, Assistant Superintendent
Kenson Siver, Deputy Superintendent
Karen L. Miller, School Board Vice
President
Earl Dixon, Principal
Gail Wilson, Executive Director

FOR SOUTHFIELD EDUCATION
ASSOCIATION:

Gerald Haymond, MEA Uniserv Spokesperson
Patricia Haynie, Executive Director
Ted Peters, President, SEA
Kay Robinson, MESSA Field Rep.
Cynthia Dickstein, MESSA Field Rep.
Lisa L. Reeves, Teacher
Lori Tunick, Teacher

Background

The Southfield Public Schools operates a K-12 program for 17 buildings, including two high schools, an alternate high school, three middle schools, 10 elementary schools and the Bussey Center. The District employs approximately 715 teachers.

The teachers are represented by the Michigan Education Association, with the local affiliate being the Southfield Education Association. There is a history of Collective Bargaining

Agreements between the District and the Association going back a number of years. The most recent Collective Bargaining Agreement covered the period from August 12, 2003 through August 11, 2006. The parties engaged in numerous negotiation sessions and mediation in an attempt to reach a successor contract. The parties were not able to.

As a result, a Petition for Fact Finding was filed by the School District. The Undersigned was appointed Fact Finder.

The Issues

The issues that remained unresolved at the commencement of the fact finding hearing on May 8, 2007 were:

1. Salary
2. Health Insurance
3. Duration
4. Dues Collection
5. Calendar/Length of Day
6. Class Size
7. Longevity
8. Supplemental Pay
9. Curriculum Coordinator
10. Severance Pay
11. Layoff/Recall/Displacement
12. Teaching Assistants
13. Contract Maintenance
14. Displacement

During the fact finding proceedings, the Association withdrew its proposals on longevity and severance pay. These are no longer issues. What remained to be reviewed by the Fact Finder were 12 issues.

The Criteria

The Findings of Fact and Recommendations of the Fact Finder are not done in a vacuum. They are based upon recognized criteria that impact the collective bargaining relationship

between parties. These criteria were memorialized by the Legislature of the State of Michigan when, in enacting Act 312 of Public Acts of 1969 as to compulsory police and fire arbitration, the Legislature provided in Section 9 (MCLA 423.239):

Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable.

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally.
 - (i) in public employment in comparable communities.
 - (ii) In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employees including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties, in the public service or in private employment.

Essentially, the Act 312 criteria address the cost of living, the financial ability of the employer to fund the awards, and internal comparables as well as comparisons with other similarly situated public and private employees. In other words, the economic realities of the situation must be considered.

Though the criteria in Section 9 addressed compulsory police and fire arbitration panels, the same factors would apply to negotiations involving educational employers and teachers and support staff.

In addition to the enumerated criteria, the Legislature, in setting forth Section 9(a), incorporated criteria sometimes used by fact finders in making recommendations as to collective bargaining agreements which are not specifically enumerated in Section 9. Furthermore, it should be recognized that particular circumstances may dictate that certain criteria may be emphasized more than other criteria. Among the criteria utilized by fact finders, including those enumerated in Section 9, are the bargaining history of the parties, both past and current, as well as the “art of the possible,” namely, what is a possible settlement between the parties, recognizing the give and take of the negotiations.

In *County of Lake and Command Officers Association of Michigan*, MERC Case No. L02 H-9004 (2004), this Fact Finder wrote in describing the art of the possible at page 4:

The “art of the possible” in concept means that if the parties were left to their own devices and the public employees involved had the right to strike, as a strike deadline loomed the parties would attempt to compromise in order to avoid a disruption in public service and loss of employee income. The concept is that, in compromising, the parties would review their respective positions and attempt to reach a resolution based on the art of the possible, as the art of the possible is the essence of compromise.

Earlier, in *County of Ottawa Sheriff's Department and Police Officers Association of*

Michigan, MERC Case No. L96 H-6011 (1998), this Fact Finder made the following observation concerning the art of the possible:

A very distinguished arbitrator, Theodore St. Antoine of the University of Michigan Law School, in two recent act 312 Arbitration proceedings, pointed out that as to an Act 312 panel, to best preserve health, voluntary collective bargaining, “the soundest approach for an outsider in resolving union-employer disputes is to try to replicate the settlement the parties themselves would have reached, had their negotiations been successful.” *See, e.g., County of Saginaw and Fraternal Order of Police*, MERC Case No. I90 B-0797 (1992); *Macomb County Professional Deputies Association and County of Macomb*, MERC Case No. E91 I-1674 (1992). This is, indeed, an appropriate consideration and falls within the concept of Section 9(h).

In other words, the concept of the art of the possible is that, in compromising, the parties would review their respective positions and attempt to reach a resolution based on the art of the possible, as the art of the possible is the essence of compromise.

The District's Finances

Dominating the negotiations between these parties and these fact finding proceedings is the District's concern over its finances. The starting point in addressing the District's financial ability to fund a Collective Bargaining Agreement with the Southfield Education Association and, for that matter, the Southfield Michigan Educational Support Personnel Association (S-MESPA) and the Educational Secretaries of Southfield (ESOS). As will be pointed out below, the revenue for the District for the school year ending June 30, 2006 was approximately \$128.3 million. Of this amount, 38% came from State Aid (State Foundation Allowance) or \$48.7 million. 53%, or \$67.7 million came from a millage override of 19.6 mills. 9%, or approximately \$11.9 million, came from PA-13 (ISD). In regard to the millage override, the 19.6 mills is due to expire June 30, 2009. The District will need to request the voters to renew this millage in May 2009 to continue the current \$67.7 million generated locally.

Though Southfield voters have provided the millage override, the fact is that, in order to be solvent, not only must the District rely on the millage override but State Aid is essential to the District's finances as State Aid does represent 38% of the budget.

60.4% of Southfield's revenue goes to employee salaries, 30.2% goes to benefits. This includes units other than the teachers. Coupled with the above fact is the recognition that the District had received in the immediate past (2006-2007 school year) approximately \$11,100 per pupil foundation grant. In the last three years (2004-2005), the District had experienced a drop in student enrollment as follows:

2004-2005	9,963
2005-2006	9,920
2006-2007	9,485

The student enrollment prediction for 2007-2008 is 9,020.

What these figures indicate is that, beginning in 2006-2007, the drop in student enrollment has been substantial in the 400-500 vicinity, whereas in the past the fluctuation was much lower. To illustrate the significance of this drop in student enrollment, the Fact Finder notes that the last of the drop, 435 students, between 2005-2006 and 2006-2007 meant a loss of approximately \$4.8 million in State Foundation Aid. These projections for 2007-2008 represent another 450-500 students, meaning another drop in State aid of \$5 million or more.

Though the District can make some adjustments such as hiring less teachers and is about to close two schools, this drop in student enrollment is in a District with an infrastructure that was based in 2002-2003 on 10,280 students and is significant.

For the year ending June 30, 2006, the District had actual revenues of \$128.3 million and

expenses of \$131.9 million. Thus, the District was operating at a deficit of \$4 million. On July 1, 2005, the District had a fund balance of \$22.3 million. Though the District initially had budgeted for more expenses and less revenue, showing a reduction of the fund balance to \$10.9 million, the fact is it entered the 2006-2007 school year with a fund balance of \$18.3 million.

At a special meeting of the Board on January 23, 2007, the Board made the following amendments to its Appropriations Act:

AMENDMENT TO APPROPRIATIONS ACT

<u>APPROPRIATIONS ACT</u>	<u>FROM</u>	<u>TO</u>
<u>General Fund</u>		
Revenues	\$128,305,326	\$127,477,596
Expenditures	\$136,782,408	\$136,174,376

This meant the following change in the fund balance based upon this change in the appropriations:

FUND BALANCE – June 30, 2006	\$18,309.564
Total General Fund Appropriations for FY 07	<u>(7,696,780)</u>
Fund Balance Available to Appropriate	\$10,612,782

Both Karen Miller, long-time member of the Board and currently its Vice President, along with Mark Rajter, Assistant Superintendent of Administrative Services, responsible for finances, testified that the Board is continuing to cut as much as possible in addressing what appears to be the District's declining financial capabilities.

Coupled with these facts is that, by a letter dated April 30, 2007, Robert L. Emerson, State Budget Director, advised the District that it could expect a reduction in the State Foundation in the current fiscal year of \$122 per pupil. According to Mr. Rajter, this would mean that the District would have to project another \$1.2 million of less revenue, reducing its fund balance beginning on June 30, 2007 to approximately \$9.4 million. It is not lost on the Fact

Finder that in a year's time the fund balance has dropped almost 50% from \$18.3 million to roughly \$9.4 million.

The fact is that the District is a declining enrollment district, relying on State Foundation Grants in a state that is experiencing financial difficulties. There is no question that there is a necessity to engage in financial rethinking in the District. And with 38% of the budget, or \$48.7 million, is now at least \$1.2 million less coming from State Aid and creates uncertainties for Southfield's finances.

The Fact Finder also notes that these figures just cited included continuation of the health care insurance of the teachers without any changes in 2006-2007 and that step increases were continued.

The Comparables (Fund Balances)

The Association has made comparables of the Southfield School District with other school districts in Oakland County – the county in which Southfield is located. As to the percentage of general fund balance as a percent of total expenditures, the comparables are as follows:

**Southfield MEA
General Fund Balance
As Percent of Total Expenditures
Oakland County Districts
2005-2006 Year End**

District	Percentage of Total Expenditures
Bloomfield Hills	28.5%
Clarkston	23.4%
Royal Oak	21.8%
Troy	21.8%
Rochester	20.8%
Farmington	20.5%
Lake Orion	17.6%
Birmingham	16.8%

Novi	16.0%
Clarenceville	15.9%
Lamphere	15.4%
Brandon	14.8%
Huron Valley	14.7%
Southfield	12.9%
Walled Lake	12.2%
Holly	8.9%
West Bloomfield	7.7%
South Lyon	6.8%
Pontiac	6.7%
Waterford	5.8%
Oxford	4.6%
Clawson	4.9%
Ferndale	4.7%
Berkley	3.0%
Avondale	1.6%
Hazel Park	0.2%
Oak Park	-4.5%
Madison Heights	-17.6%

The above chart was presented at the fact finding hearing as an exhibit of the Southfield Education Association. Based upon the Fact Finder's analysis of the District's projected fund balance for the school year ending June 30, 2007, Southfield has a fund balance percentage of roughly 7%, placing it in the lower half of the Oakland County schools in terms of fund balance.

But, based upon the experience of Southfield in the current year, without any attempt at cost savings, there is the prospect of the District operating in the 2007-2008 school year at a deficit of upwards of \$7 million, which could put further pressure on the fund balance of now roughly \$9.4 million. This, coupled with the loss of students, would mean that Southfield would have a fund balance at the end of the 2007-2008 school year of less than 2%. This certainly would put Southfield near the bottom of the Oakland County school districts in terms of fund balance. Such a small fund balance would place the financial health of the District in serious jeopardy, affecting the ability to run the District in the future.

Comparables (Wage Settlements)

The Southfield Education Association presented the following exhibit as to wage settlements percentage-wise among school districts in Oakland County, noting that the only district that was not settled in the 2006-2007 school year was Royal Oak:

Southfield MEA
Oakland County Districts
Percentage Settlements

DISTRICT	2005/2006	2006/2007	2007/2008
Avondale	1	2	1.5
Bloomfield Hills	2.1	2.1	
Berkley	1.5	1.5	
Birmingham	2	2	
Brandon	2	2	
Clarenceville	1.5	2.5	
Clarkston	2	2	
Clawson	1.5	1.5	
Farmington	1.5	1.5	
Ferndale	0	2	2.5
Holly	2.5	2.5	
Hazel Park	2	0	
Huron Valley	1	1	
Lamphere	2	3	
Lake Orion	2	2	
Madison Heights	1.5	2	
Novi	1.75	1.5	
Oak Park	1.5	1.5	
Oxford	2.5	1.5	
Pontiac	1.5	1.5	
Royal Oak	2		
Rochester	2	1	2
South Lyon	2.	2.5	
Southfield	1.5		
Troy	2	1.5 (+ .5 off)	1.75
Waterford	2	2	
West Bloomfield	2	1.5	1.5
Walled Lake	2	2	2

At the MA max, the comparisons with certain districts reveal the following:

2005-2006

West Bloomfield	\$82,221
Bloomfield Hills	\$81,999
Farmington	\$81,542
Rochester	\$80,861
Southfield	\$80,766
Walled Lake	\$80,663

2006-2007

Bloomfield Hills	\$83,721
West Bloomfield	\$83,454
Farmington	\$83,417
Walled Lake	\$82,276
Birmingham	\$82,131
Avondale	\$81,249

Health Care Comparables

As to health care, the selected districts revealed the following:

Birmingham	SS - \$225	2- \$401	FF - \$597	Choice 2 5/10
Bloomfield Hills		No Cap [Blue Cross]		
Farmington		No Cap [Blue Cross]		
Rochester		No Cap [Blue Cross]		
Walled Lake		No Cap		Choice 2 10/20
West Bloomfield		No Cap		Choice 5/20
Troy		No Cap		Choice 10/20

The above figures indicate that the districts with MESSA are going to Choice 2 and that there is a movement to a \$10 generic and \$20 brand name co-pay drug card.

The above comparables do not tell the whole story as to the health care comparables.

The District conducted a survey of 17 Oakland County school districts. Seventeen districts responded. Two had MESSA Super Care. Of these two, Clarenceville required an employee

contribution of \$3,111 annually and provided, beginning June 2007, for a cap. Twelve had MESSA Choice PPO with five having individual rates, seven having a PAK rate. Three had Blue Cross/Blue Shield PPO. There was also a trend among the districts having MESSA Choice to have a \$10 generic/\$20 brand prescription co-pay.

The Art of the Possible

When the Fact Finder looks at the comparables in terms of wage increases, he notes that the wage increases throughout the County were modest. But he also notes that even these modest increases were given in the districts where already the districts were adopting MESSA Choices and \$10/\$20 drug cards. This was designed to restrain health care costs. Health care insurance costs have continued to escalate. It can be recognized that a significant portion of the escalation is drug cost. For example, if Southfield had had Choices 2 and even a \$5/\$10 co-pay, it would have paid about \$800,000 less premiums in 2005-2006 and in the current year. This would have had an impact on the fund balance. This is particularly of significance when one notes that it has taken over a year to negotiate a successor contract.

If the drug card had been \$10/\$20, which is the trend, the District would have been paying in excess of \$2.1 million less in health care insurance costs in the current year. Again, this would have an impact on the budget.

When the Fact Finder sees the modest increases and notes that the Southfield District was at a disadvantage because it did not have the benefit of health care insurance cost containment as in other Oakland County districts, then the Fact Finder believes that the recommendation, coupled with the deteriorating financial conditions in Southfield, must be modest.

The fact is the District, in order to pay salaries and to operate the District in a financially prudent manner and deliver a high quality of education, which is the hallmark of the Southfield School District, must readjust its finances. One way this can be done is adopt cost constraints in health care. There is a second way and that is, for the calendar year 2007-2008, the District has proposed a calendar which would be seven less days in the high school and eight less days in elementary and middle schools. This will save substitute costs for those two days which can run as high as \$225,000, if not more. It is this type of savings that the parties need to adopt in order for the District to survive and the teachers to be paid competitively, consistent with the comparables, plus balancing the interests of the parties. It would seem that the comparables suggest that there needs to be a contract for a two year period that shows fiscal restraint so that the District can review its finances. In turn, the teachers and the support staff would continue to be compensated competitively in comparison with other Oakland County school districts. It is the balance between these interests that leads the Fact Finder to make certain recommendations in applying the art of the possible.

Other Issues

There were other issues that were considered by the Fact Finder. As already indicated, it is the proposal on the calendar by the District which the Fact Finder will adopt because it has an advantage to the teachers and does save money. There were proposals on teaching hours, teaching conditions, displacements and deductions for professional dues. There was also a proposal for the extra curricular schedule for the Pom-Pon Coordinator. The Fact Finder, applying the criteria discussed herein, including the art of the possible, addressed these issues in the Recommendations. Though there are some increased costs, with the change in the calendar

and the change in the health care insurance, these changes, at least for 2007-2008, could very well in the view of the Fact Finder relieve some of the pressure on the fund balance, although not all of the pressure.

In the end, these Recommendations are the best that the parties can expect under the circumstances.

RECOMMENDATIONS

1. Wages: Retroactive 2006-2007, there will be a 1% wage increase off schedule. For 2007-2008, there will be a wage increase of 1% on schedule. The steps for both years will be continued as in the past.
2. Health Care: Beginning with the next enrollment period, but no later than beginning the school year 2007-2008, the District will go to MESSA Choice 2 with a \$10/\$20 drug card. At the option of the District, the District may use individual rates or the PAK rate. The insurance products will be MESSA products.
3. Calendar: The calendar shall be as set forth in Appendix A attached hereto.
4. Article VI – Teaching Hours: It is recommended that Appendix B be adopted as attached hereto.
5. Article VIII – Teaching Conditions: It is recommended that Appendix C be adopted as attached hereto.
6. Article XII – Displacement, Layoff and Recall: It is recommended that Appendix D be adopted as attached hereto.
7. Extra Curriculum: It is recommended that the Pom-Pon allowances be raised to 20 points per season.

8. The expiration date of the SEA contract is recommended to be August 11, 2008.
9. Unless recommended otherwise, the parties other negotiated agreements are hereby incorporated into this Fact Finding Report, including any agreement to the continuation of any current language.

George T. Roumell
GEORGE T. ROUMELL, JR.
Fact Finder

May 15, 2007

Appendix C-1-C 2007-2008 Calendar

(Based on adding 15 minutes to the current 2006-2007 instructional day)

168 Pre-K, Elementary and Middle School Student Days

170 Senior High School Student Days

179 Teacher Days*

2007	August 28	Teacher Welcome - Professional Development Day	Tuesday
	August 29	Professional Development: District & Building-Based	Wednesday
	August 30	Teacher Prep (No Students/No Meetings - All Day)	Thursday
	August 31-	Labor Day Recess – No School	Friday-Monday
	September 3		
	September 4	All Students Report – Full Day – First Day of Class	Tuesday
	November 6	Records Day All Pre K-8 – No School	Tuesday
		High School In Attendance	
	November 21	Conference Compensation Day – No School	Wednesday
	November 22 – 23	Thanksgiving Recess – No School	Thursday – Friday
2008	December 21	Winter Recess – End of School Day	Friday
	January 7	Classes Resume	Monday
	January 21	Dr. Martin Luther King, Jr. Day – No School	Monday
	January 22–23–24	High School Exams – Half (1/2) Day	Tues-Wed-Thur
		All High School Students	
	January 25	Records Day – No Students	Friday
	January 28	Second Semester Begins	Monday
	February 15	Mid-Winter Recess – End of School Day	Friday
	February 25	Classes Resume	Monday
	March 11 – 12	Professional Development Day for Teachers Building/Worksite Based – 11 th Grade Reports Only for ACT Testing	Tues – Wed
	March 20	Spring Recess – End of School Day	Thursday
	March 31	Classes Resume	Monday
	May 23	Conference Compensation Day – No School	Friday
	May 26	Memorial Day – No School	Monday
	June 5-6-9	High School Final Exams – Half (1/2) Day	Thurs-Fri-Mon
		All High School Students	
	June 6	Last Student Day of School for Pre K-8 Students	Friday
	June 9	Last Student Day for High School Students	Monday
		Records Day – No Students – Pre-K thru 8	
	June 10	Records Day – No Students – Pre-K thru 12	Tuesday
		Teachers not required to report if responsibilities are complete.	

*Work year shall include:

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

Note: In order to meet State requirements for 1,098 minimum hours of instruction, 20.4 hours of Professional Development shall be used as provided by State law. If any further adjustments are needed to meet State requirements, the provisions of Article XXIII Section M of the contract shall apply.

ARTICLE VI – TEACHING HOURS

A. Current contract except:

K-8 and elementary teachers' schedules shall provide a minimum of ~~ten~~ (10) **TWO (2)** minutes between the time teachers report and the time students report [high school teachers shall have five (5) minutes.] Middle school teachers shall have ~~fifteen~~ (15) **TEN (10)** minutes in this regard and K-8 and elementary teachers shall have a minimum of ~~nine~~ (9) **TWO (2)** minutes between the time students leave school and teachers are scheduled to leave as defined above. In the case of High school **TEACHERS THE MINIMUM SHALL BE TWENTY (20) MINUTES**, and Middle school teachers the minimum shall be ~~fifteen~~ (15) **EIGHTEEN (18)** minutes. Teachers shall not be required to sign in or out of a building in a fashion that indicates time of arrival and/or departure.

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

Sections B through F

CURRENT CONTRACT

ARTICLE VIII – TEACHING CONDITIONS

1. CURRENT CONTRACT

2. Elementary (K-5 and K-8 school[K-5])

a. **EFFECTIVE THE FIRST DAY OF THE 2007-2008 SCHOOL YEAR**

The maximum number of students in each section shall not exceed the following:

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

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

~~Kindergarten 22 A teacher assistant shall be assigned to each kindergarten classroom.~~

~~Grades 1-3 24~~

Other Grades shall be as provided in this section.

b. In the event a class section **IN GRADES 1-12** exceeds the maximum by one (1) to ~~three (3)~~ **FOUR (4)** students in actual attendance, during the period of the time from the first day of school to the official count (thirty (30) calendar days after the student count day), a temporary substitute teacher assistant will be provided. If the excess continues after the official count day, the position will be filled on a permanent basis.

At any other time, if a class section exceeds the maximum by one (1) to ~~three (3)~~ **FOUR (4)** students in actual attendance, the teacher shall be assigned a substitute teacher assistant on a half-time basis for ten (10) school days from the date of such excess. If the excess continues beyond ten (10) school days, an assistant shall be assigned on a full time basis **IN ELEMENTARY CLASSES AND ON A SECTIONAL BASIS FOR MIDDLE AND HIGH SCHOOL CLASSES.**

c. In the event the maximum **IN GRADES K-12** is exceeded by ~~four (4)~~ **FIVE (5)** students a substitute shall be automatically assigned to the teacher for instructional

assistance. Such substitute shall function under the direction of the teacher and an additional classroom shall be made available for utilization. If after no more than twenty (20) school days the class size remains at ~~four~~ (4) **FIVE** (5) or more over the maximum a new section shall be created.

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

d. **CURRENT CONTRACT**

3 – 5 **CURRENT CONTRACT**

ARTICLE XII – DISPLACEMENT, LAYOFF AND RECALL

Section A – D

CURRENT CONTRACT

Section E.

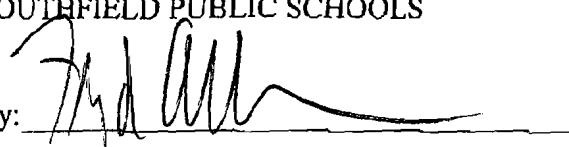
In addition to the procedure above the District shall have the right to displace teachers at the start DURING the next school year. (~~in the Fall~~) **SUCH DISPLACEMENTS MAY TAKE PLACE ONLY AT THE START OF THE SCHOOL YEAR (IN THE FALL) NO LATER THAN FIVE (5) SCHOOL DAYS AFTER THE FOURTH WEDNESDAY COUNT DAY AND NO LATER THAN FIVE (5) SCHOOL DAYS FOLLOWING THE START OF THE SECOND SEMESTER.**

Any teacher who is displaced during ~~this time THESE TIMES~~ shall be reassigned, receive five (5) full days of release time for relocation and a one thousand dollar (\$1,000) cash payment.

AGREEMENT

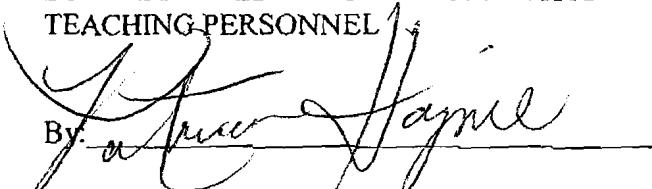
The Southfield Public Schools and the Southfield Education Association – Teaching Personnel, by their bargaining representatives, hereby accepts the attached Fact Finder's Findings of Fact, Report and Recommendations and will recommend ratification by their respective parties.

SOUTHFIELD PUBLIC SCHOOLS

By: 

Dated: May 15, 2007

SOUTHFIELD EDUCATION ASSOCIATION – TEACHING PERSONNEL

By: 

Dated: May 15, 2007