AGREEMENT

BETWEEN

Southfield Board of Education

and

Southfield Education Association

July 1, 2022-June 30, 2026

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PREAMBLE

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

WITNESSETH

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

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

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

ARTICLE I - RECOGNITION

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

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

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

ARTICLE II - ASSOCIATION MEMBERSHIP

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

ARTICLE III – TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Nothing contained herein shall be construed to deny or restrict any teacher rights provided to him/her under the Michigan General School Laws or other applicable State and Federal laws and regulations. The rights granted to teachers here under shall be deemed to be in addition to those provided citizens of this State.
- B. The Association will repay in kind, any materials used by its members in the conduct of Association business.

- C. The Association and its members shall have the right to use school buildings and facilities at all reasonable hours for Association business subject to the existing or amended rules and regulations governing the use of school buildings and facilities.
- D. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

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

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

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

- ensuing school year, except by mutual consent. In the event of reemployment, such employment shall be considered as a teacher new to this school system.
- S. Copies of this Agreement shall be prepared at the expense of the Board and will be presented to all members of the bargaining unit now employed or hereafter employed by the Board.
- T. For the 2017-18 school year, the Association President shall be release half-time (fifty percent) each day for the performance of Association business. All financial responsibilities associated with release time shall be responsibility of the Board. In addition, the Board shall provide up to forty (40) days per year for the collective use of the Association members for association business. Applications for use of these days shall be processed through regular conference attendance channels and shall be signed by the Association President signifying his/her approval. No deduction for the individual's leave day accumulation shall be made for days so granted. It is understood that the only expense to the Board is the regular compensation of the teacher and employment of substitute teachers. Effective June 30, 2018, the above language shall terminate and there shall be no further obligation of the Board.
- U. The Board will notify the Association of all recalled or newly hired members.

ARTICLE IV - RIGHTS OF THE BOARD

- A. The Board and the Superintendent retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law of the Constitutions of the State of Michigan and the United States including, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system and its properties and facilities;
 - To hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment, or their dismissal or demotions; and to promote, and transfer all such employees;
 - 3. To establish grades and courses of instruction, including special programs, and to approve the means and methods of instruction;
 - 4. To provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - 5. To determine overall goals and objectives as well as the policies affecting the educational program;
 - 6. To select textbooks, teaching materials, and teaching aids;
 - 7. To determine class schedules, class size, the hours of instruction, and the assignment of teachers with respect thereto;

- 8. To determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work:
- 9. To determine the duties, responsibilities and assignments of all employees.
- 10. To adopt reasonable rules and regulations; which are not in conflict with this Agreement.
- 11. To develop and control the budget of the District.
- 12. To determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, division or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities;
- 13. To determine the financial policies including all accounting procedures, and all matters pertaining to public relations;
- 14. To determine the size of the management organization, its functions, authority, amount of supervision, and table of organizations.
- B. The listing of specific management rights in this agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.
- C. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be the exclusive prerogative of the Board except as limited by the specific terms of this Agreement.
- D. In the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree has not been appealed within the time provided for doing so, such provisions shall be void and inoperative and subject to renegotiations. However, all other provisions of this Agreement shall continue in effect.
- E. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to, or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made subject to the terms of this Agreement. The party's agreement that such future individual contracts shall be mutually developed.
- F. Pursuant to MCL 141.1501 to 141.1531, the parties agree that an emergency financial manager may reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. Provisions required by this subsection are prohibited subjects of bargaining under this act.

ARTICLE V - PROFESSIONAL COMPENSATION

- A. Salary Schedule and Credit The salaries of teachers covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. A Master's Degree in Social Work, Speech and Language Pathology, and/or Counseling shall be regarded as a Master's Degree plus thirty (30) semester hours on the salary schedule when the holder of such a degree shall have completed the total of sixty (60) semester hours subsequent to the granting of a Bachelor's Degree.
 - 1. The salary schedule is based upon a normal weekly duty load as hereinafter defined in Articles VI, VII and in Appendix C. In accordance with State law, employees shall be paid wages through direct deposit or payroll debit card. Teachers will be given the option of receiving their salaries on the twenty-two (22) or twenty-six (26) pay bases each year by virtue of declaration of choice on an appropriate form supplied by the Board. If the form is not returned or no choice is designated, the individual will be assigned on the twenty-six (26) pay basis. If the twenty-six (26) pay is selected, wages will be paid at two (2) week intervals throughout the summer. If the twenty-six (26) pay plan is selected, it will not be possible to withdraw accumulated monies in advance.

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

- 2. Personnel who terminate employment prior to the last day of school will have their pay re-computed on a daily rate basis from the first (1st) day of employment of the current school year to the date of termination of employment. The additional amount due or outstanding will be included or deducted from the final check.
- 3. Teachers hired or recalled prior to March 15 shall receive salary schedule credit (increment) on the first day of the subsequent school year.
- Teachers who successfully complete hours of graduate credit from an accredited institution of higher education as published in accredited institutions of Higher Education by the American Council of Education, for the Federation of Regional Accrediting Commission of Higher Education shall be placed on the higher and appropriate salary schedule upon verification. All graduate credit hours must be in a related field of study. Any credits gained by virtue of successful completion of institutes and verified as graduate credit from such a college or university shall also apply to placement on the higher and appropriate salary schedule upon verification. Placement on the M.A. + 30 schedule will occur upon successful completion of 30 graduate semester hours subsequent to the granting of the Master's Degree. Undergraduate hours earned following the granting of a Master's Degree may be utilized for placement on the Master's + 30 provided they are part of an approved program for re-certification directly related to the teacher's assignment as required by State Law or programs mandated by the State Department of Education. Undergraduate hours earned must be in a related field of study. Teachers working less than one-half (1/2) time shall receive one-half (1/2)

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

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

School Year,	Amount	Pay Date
Semester		
2022-2023	\$1,000	2 nd payroll of January
Semester 1		2023
2022-2023	\$1,000	2 nd payroll of June
Semester 2		2023
2023-2024	\$1,000	2 nd payroll of January
Semester 1		2024
2023-2024	\$1,000	2 nd payroll of June
Semester 2		2024

- 11. Bargaining unit members covering for paraprofessionals when the paraprofessional is reassigned by a supervisor or the Director of ISSN to other tasks outside the classroom and/or no sub is available, will be compensated at the In-Service Rate in Appendix B-2.
- 12. Bargaining unit members that present on Professional Development Days shall be paid in-service sub rate of 1 hour for presentation preparation. A District timesheet shall be filled out and approved by the member's Building Administrator.

B. Extension of Employment

- 1. The need may arise to extend the individual contract of a teacher either before the beginning of the regular year for teachers and/or after the last regular day for teachers. Therefore, a teacher may have his/her contract extended, on a prorated basis, upon administrative recommendation and Board approval.
- 2. All K-8 Curriculum Coordinators, Middle School and High School department chairpersons and grade level coordinators may have their contracts extended, on a prorated basis, for two (2) days at a time mutually arranged with their immediate supervisor.
- 3. All counselors may have their contracts extended, on a prorated basis, for up to ten (10) days at a time. These times will be mutually arranged with the counselor(s), their immediate supervisors and approval of the Chief Academic Officer.
- 4. Counselor responsibilities in K-8 schools and Middle Schools shall be defined as grades 6th-8th.
- 5. An extension of contract may be granted by the Associate Superintendent to any teacher involved in screening or evaluating children if such evaluation cannot be completed within the school year. The duration of a contract extension will be determined by the Board.
 - a. Compensation for employment occurring before or after the school year defined in Appendix C shall be paid at in-service rate except for extensions of contracts as provided in this Agreement. Such earnings shall be paid at the next regularly scheduled pay period following completion of the work and will not be allocated through the ordinary forty (40) week contract signed as a teacher.
 - b. Upon request, certified librarians may be employed for (1) week before the opening of school for students in the fall at prorated pay. In the event this extension of employment is not granted, the library shall remain closed to students for the first (1st) week of the school year for students.
 - c. Those certified librarians servicing more than one (1) library may, upon request, be employed one (1) day for each library they serve prior to the opening of

the school for students in the fall at prorated pay. In the event this extension of employment is not granted, the library shall remain closed to students for the same number of days after the beginning of the school year for students.

- d. Should administration approval be granted for the school library to remain open longer than five (5) days prior to the last day for teachers, an additional day will be added to the term of the certified librarian's regular teacher contract for each day the library remains open beyond that date.
- 6. Any redeployment of a bargaining unit member to temporarily fill an administrative vacancy shall be voluntary.

During the period of time the teacher is redeployed, he/she shall receive his/her contractual salary plus two (2) hours at his/her appropriate hourly rate for each day he/she holds the temporary assignment.

Temporary assignments shall not exceed the equivalent of one (1) school year.

ARTICLE VI – TEACHING HOURS

A. The teacher's normal duty hours shall be 7.5 hours per day. Teachers will be required to report no earlier than 7:10 a.m. and may leave no later than 4:10 p.m.

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

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

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

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

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

D. Teacher preparation time scheduled for the afternoon of the second teacher day and all day of the third teacher day of a new school year shall be devoted to teachers being self-engaged in professional activities related to their teaching assignment.

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

ARTICLE VII – TEACHING LOADS AND ASSIGNMENTS

A. All K-5 teachers shall be given a minimum of thirty (30) minutes each day during the school day when students are in attendance in order to prepare for classroom instruction. The only exception to preparation time being provided during the student day may be for single subject teachers, who may have such time scheduled as early at 8:15 a.m. provided that such time shall not result in an increase in the number or lengths of their sections in a normal work week or the prorated part thereof. Elementary teachers shall have a minimum of two hundred twenty-five (225) minutes of preparation and conference time, one hundred percent (100%) which shall be in periods of not less than thirty (30) minutes.

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

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

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

- B. Teachers shall not be asked to substitute for absent or tardy teachers except in the case of emergency and only when on their preparation period. When practical, substitution shall be rotated.
 - In the event that teachers provide substitute coverage, teachers shall either be compensated at the in-service rate or be granted compensatory time at his/her option.
- C. All teachers shall have a duty-free uninterrupted lunch period of at least forty (40) minutes. These lunch periods shall not begin before 10:30 a.m. nor end later than 1:30 p.m. Exceptions due to building variables which may affect the beginning and

ending time of this lunch period shall be arranged satisfactorily between the teacher involved, association representative and principal.

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

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

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

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

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

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

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

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

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

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

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

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

- P. In recognition of the special role that teachers have in directing the work of teacher assistants and due to the unique working relationship, which must exist between teachers and teacher assistants, the Board therefore agrees as follows:
 - 1. The District may provide in-service for all teachers who have been assigned a teacher assistant and those assistants. The purpose of this in-service will be to review the roles and responsibilities of teacher and teacher assistants and to promote better working relationships between both groups.
 - 2. All teachers will be asked for input regarding the performance of any teacher assistant assigned to them prior to each evaluation of the teacher assistant's performance.
 - 3. The District will make available to all teachers to whom a teacher assistant is assigned a copy of the assistant's job description.
- Q. Building administrators shall make arrangements for the referring general education teacher to be released to attend student staffing.

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

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

- R. In accordance with law, the Board shall neither subcontract nor assign instructional duties and/or professional duties which are normally assigned to teachers, to individuals outside the bargaining unit, unless specific written agreement is made between the Association and the Board.
- S. Whenever possible Library Processing Services shall be conducted under the direction of a certified librarian.
- T. Homebound teachers shall be allowed to bill prep time for the following caseloads:
 - 1-3 General Education Students (1.5 hours max per week)
 - 1-3 Sped. Ed. Student (2.5 hours max per week)
 - 4-6 General Education Students (3 hours max per week)
 - 4-6 Spec. Ed. Students (5 hours max per week)
- U. Seminar: It is understood by the parties that one segment of regular daily time in grades six through twelve shall be called, "Seminar". Seminar shall be non instructional and will result in no additional preparation for teachers. Seminar is for "Credit Only" and shall be offered at the same time daily within the school building. Building Administrators shall determine the time and length of Seminar, based on needs of the master schedule and other logistics, but it is not to exceed one period during the regular day. Some exceptions to Seminar

being offered may occur for non-regular activities (i.e., local and/or state mandated testing).

The Association and the District agree that the purpose of Seminar shall address students' Social Emotional Learning (SEL), academic supports, learning enrichment, and culture/climate activities. The parties further agree that travel should be encouraged between teachers, mentors and/or counselors to enhance the learning experiences available to students through this segment of daily time.

ARTICLE VIII - TEACHING CONDITIONS

A. Section A-1

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

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

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

Kindergarten Classes	20
High School English Courses	30
High School Math Courses	30

Section A-2

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

In order for employees to receive class size overage, within fourteen (14) calendar days after the end of the applicable semester, the employee needs to submit a written request to hr@southfieldk12.org to initiate the process for Talent Management to review their class size overage. An individual who does not communicate to Talent

Management within that time period relinquishes their ability to make a request for class size overage for that applicable semester.

Section A-3

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

Section A-4

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

Section A-5

To the extent possible, class sizes in the same grade or same class within each school will be equalized. When two or more classes of the same grade level or course offering and the same class period, housed in the same school, the enrollment difference between the smallest and largest classes shall not exceed three (3), except by mutual agreement of building administration, SEA representative(s) and the teachers involved.

Section A-6

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

Section A-7

Students shall not be moved from the teacher of record after the 20th day of school from the start of each semester. Exceptions shall include: placement as a result of an IEP and a student being new to the school. After the 20th day of the semester there shall be no movement of students without a principal consulting with union leadership. Only authorized personnel shall modify a student's schedule (i.e., counselor, administrator or department head).

B. Section B-1

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

Section B-2

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

Section B-3

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

Section B-4

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

- C. The Board will continue to provide instructional resources including appropriate texts, student workbooks, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standardized tests, questionnaires, field trips and similar materials as they are the tools of the teaching profession and to the benefit of the students of the district.
- D. The Board shall continue to make available in each school, to the extent permitted by existing facilities, a lunchroom and/or staff lounge as well as rest room and lavatory facilities exclusively for non-student, adult use. Should the Association feel such facilities are inadequate, notice shall be given to the Administration for review with the Board of Education.
- E. Telephone facilities including classroom phones will be made readily available to teachers for their professional use with access to all local area codes.
- F. Maintenance of facilities and equipment shall be the responsibility of the Board of Education. Conditions of severely inadequate ventilation, temperature levels, and custodial care in classrooms and offices will be brought to the attention of the Administration for its disposition. An attempt will be made to complete repairs within a reasonable time frame from their submission to the Manager of Building and Ground Services. In the event classroom temperatures remain below 65 degrees or above 78 degrees for more than seven (7) consecutive days, a teacher may request a transfer to another room, and the District shall make a good faith effort to accommodate the request.
- G. Each teacher will be issued a single copy of the teacher edition of the text used in each of the courses of his/her assignment. Otherwise, a text will be provided.

- H. Each teacher shall be assigned, for personal use, a locked facility and will also be assured workspace when necessary.
- I. Except for Special Education and ESL teachers, a teacher on the high school, or middle school level may not be assigned more than three (3) different course or grade level preparations without the teacher being consulted prior to the assignment. Should more than three (3) preparations (as above defined) be necessary, the Association shall be notified prior to implementation. A teacher on the high school, or middle school level shall not be assigned more than five (5) instructional classes per day or their equivalent.
- J. Teachers shall not be assigned to share one (1) classroom at the same time while providing different curriculum offerings unless extenuating circumstances exist. Teachers shall not be assigned to more than one (1) course offering during the same class period.
- K. Secondary teachers who are assigned to two (2) buildings shall have one (1) less instructional class assignment.
- L. Attention will be given to the auditory privacy of offices for counselors, psychologists and social workers.
- M. Teachers may be notified by the end of the school year of their tentative assignment for the subsequent year. Should a change in this tentative assignment become necessary a direct communication with the affected teacher(s) shall occur.
- N. K-5 classroom and single subject teachers shall be given notice the previous day by the beginning of the lunch periods of new enrollments unless the District determines extenuating circumstances exist. Unless extenuating circumstances exists, all Pre-K-5 teachers receiving new enrollments shall be consulted before the student is placed in the class.

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

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

Q. Dress Code:

When assigned to District duty, all professional staff members shall dress in business casual attire.

Casual dress is allowable on school spirit days, field trip days, and on non-student days when there are no administrative meetings schedules.

ARTICLE IX DEPARTMENT CHAIRPERSONS AND CURRICULUM COORDINATORS

A. HIGH SCHOOL:

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

Departments with three (3) or more members shall have a Department Chair, and Departments over sixteen (16) staff members shall have a second Department Chair.

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

Departments of a High School having fewer than three (3) members, except for those identified in the first (1st) paragraph of this section, may be combined with other departments in that school.

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

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

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

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

C. MIDDLE SCHOOL and K-8

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

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

- D. Department Chairperson and Curriculum Coordinator positions shall be posted annually.
- E. Building administration will submit a written explanation to the Association, HR and the Superintendent, why a DC or Curriculum Coordinator (CC) was not selected and will repost unfilled positions for a second round within 30 days of submission of the explanation to the parties.
- F. Department Chairpersons and Curriculum Coordinators are not responsible for grading for classes where a bargaining unit member is out for an extended period of time. The Association and the District agree that a planning and grading team shall be established at each building, when needed, for vacancies and long-term absences. Team members would be responsible for grading work of the vacancies in which they are certified and qualified. Participation would be voluntary and paid at the In-Service Rate for members working on the committee. Time Sheets will be turned in bi-weekly on District time sheets and submitted to building principals for approval.

ARTICLE X - DISPLACEMENT, VACANCIES/TRANSFERS

- A. A list of all bargaining unit members, their adjusted seniority dates, and their certification and endorsements shall be prepared and maintained by Talent Management (HR).
- B. As used in this Article, seniority shall mean the total length of continuous certificated service with the Board but deducting all unpaid time off of the job. Deductions shall be made from the teacher's effective date of hire. Part-time employment shall not interrupt years of service nor shall sabbatical and military leaves.
- C. Talent Management will provide the Union with a listing of teachers who have been identified for displacement or layoff. Upon request by the Union, the Chief Talent management & Organizational Efficacy Officer shall meet with representatives of the Association, to review the listing of teachers who have been identified for displacement or layoff.
- D. Any teacher reassigned in the Fall, later than five (5) school days following the fourth Wednesday State count day and later than five (5) school days following the end of

- the first semester of that school year shall receive up to two (2) full days of release time for relocation.
- E. In extenuating circumstances additional release days may be approved by the Chief Talent Management & Organizational Efficacy Officer. With the approval of the Chief Talent Management & Organizational Efficacy Officer, a payment of up to Two Hundred Fifty Dollars (\$250.00) will be issued to the affected teacher for reimbursement of expenses incurred because of the reassignment, if the teacher provides documentation of the said expenses within thirty (30) days of the start date of the reassignment.

ARTICLE XI - VACANCIES/TRANSFERS

- A. A "vacancy" is an open position as determined by the Board that is to be staffed on a permanent basis.
- B. Whenever a position in the bargaining unit becomes vacant, it shall be filled with a fully certified, qualified, or otherwise approved and contractual teacher as required by the Michigan Department of Education. The language in this section does not apply to Appendix B positions.
- C. Such vacated positions shall be posted externally via the District's posting site for at least three (3) full school days before a permanent assignment is made. Although the positions will be posted only externally first consideration will be given to teachers who apply during the first three (3) school day posting period. Notification of the said postings will be provided to all Teachers via electronic mail. Access to copies of all such postings shall be provided to the Association via the District's posting site. Postings shall include job title, job description or subjects to be taught, location(s), starting date (where possible), and minimum qualifications. Although first consideration for the position is provided for the vacancy to internal teachers, that does not guarantee that the applicant will receive the position. The position will go to the most qualified individual as determined by the District for the position.
- D. As it relates to all Schedule B vacancies (both academic and athletic), the positions will be posted first internally to SEA members only and the members of the bargaining agreement will receive first consideration. First consideration is defined as the individual will be considered first but that does not mean the individual must receive the position. The most qualified individual will receive the appointment. Should there be no internal applicants, or the district determines there are no viable internal applicants, the District will then post the vacant position externally.
- E. In the event the District makes a determination that an internal teacher IS NOT highly qualified for an assignment, the Association agrees that as a condition of representing that teacher in the grievance procedure and/or providing legal representation the teacher must have submitted a request to the state department of education for determination of their qualifications and receive written documentation from the state department affirming that he/she in fact meets state and federal standards.
- F. Postings may be amended or withdrawn at any time. During the posting period, vacancies may be filled on a temporary basis.

- G. During the first year of employment in the District a new teacher shall only be eligible for a voluntary transfer upon approval of the Superintendent or designee. Any other qualified teacher may apply for an available program or vacancy, and the Board agrees to give due consideration to all applications.
- H. A teacher may request a voluntary transfer at any time. Such requests may, at the teacher's desire, be submitted in a confidential manner directly to the Chief Talent Management and Organizational Efficacy Officer. Teachers on leave of absence; paid or unpaid shall not be eligible to apply for or to receive a voluntary transfer for the entire duration of their leave. Voluntary transfers during a given school year shall be limited to one (1) per year, unless the teacher is less than full-time.
- I. In the event of permanent school closings, the teachers so affected shall be notified of such closings as soon as possible following the decision of the Board.
- J. Teachers so affected shall be transferred pursuant to the provisions of the voluntary transfer procedures.
 - 1. There shall be a temporary freeze on all other transfers until the teachers affected by permanent school closings are placed.
- K. When involuntary transfers are contemplated for other than those caused by reductions, the District shall meet with the teachers involved and with the Association President or Designee prior to the actual time of such transfer. The purpose of such meetings shall be to review and discuss the reasons for such transfers. Although the parties agree to meet, the District reserves the right to determine the placement of teachers.
- L. In the event that the involuntary transfer of a teacher is necessary, such teacher may respond to a posted vacancy.

ARTICLE XII - LEAVE DAYS

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

Each teacher shall have the right to fourteen (14) days of leave annually without loss of pay. The fourteen (14) leave days for the school year involved will be credited in advance on the opening day of each new school year. Less than full-time teacher shall have their leave days prorated. Teachers working in the extended year program in Kennedy Learning Center (KLC) shall annually receive two (2) additional days of leave for a total of sixteen (16) days of leave. For teachers working in the extended year program in Kennedy Learning Center, all leave days shall be provided annually on the first day of learning in July.

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

Exception: Bargaining unit member's child or children is/are enrolled in SPS, shall be allowed to attend ceremonies, help in classroom parties, field trips, or other events that are related to Southfield Public Schools without penalty.

B. Unused leave days will be cumulative and carried over from year to year to a maximum of two hundred (200) days. Those that have more than two hundred (200) days accumulated on June 30, 2011 will maintain their total accumulation.

Teachers with two hundred (200) or more accumulated leave days will receive their fourteen (14) additional leave days at the beginning of each school year. Any leave days used during that school year will first be deducted from these fourteen (14) leave days.

- C. Additional leave without loss of pay not chargeable against the teacher's leave day allowance shall be granted for the following reasons:
 - 1. Education Conference Attendance: Education conference attendance is an integral part of the Board's plan for in-service growth of personnel. All teachers will be considered for conference attendance.
 - 2. Court Appearance: Court appearance as a witness in any case connected with the teacher's employment, the school, or whenever the teacher is subpoended to attend such proceedings.
 - 3. Leave for Death in the Family: A maximum of three (3) days leave, which will not be cumulative, shall be interpreted as: father, mother, husband, wife, child, sister, brother, mother-in-law, father-in-law, grandmother, grandfather or dependent of the immediate household residence. Such leave will be subject to the approval of the Associate Superintendent of Human Resources and Labor Relations.
 - 4. Jury Duty: If an employee is summoned and reports for jury duty, he/she shall be paid the difference between the amount he/she received as juror and his/her pay which would have been received that day. Official summons must be presented. Said days shall not be charged against the teacher's leave day allowance.
- D. A teacher who is exposed on the job and is subsequently absent from work because of Mumps, Scarlet Fever, Measles, Chicken Pox, Hepatitis B, A.I.D.S., or other contagious diseases shall have days charged against leave days restored upon the presentation of evidence of on-the-job exposure.
- E. Teacher absence from school is to be reported by the teacher involved at least one (1) hour prior to the check-in time of the day that they are to be absent or the day before, when possible, in accordance with published procedure. Failure to do so may require a day's salary to be withheld at the direction of the principal and/or the Superintendent of Schools. The above procedure is to be adhered to as closely as

possible. If the length of expected absence is known, the matter should be made clear to the Board of Education's agent.

F. The Board of Education reserves the right to have an employee examined by a Board appointed physician at Board's expense for reasons of illness or disability. In the event that an employee provides medical proof that he/she is fit for duty from another physician, a tiebreaker evaluation shall take place. The tiebreaker evaluation shall involve the District's physician and the employee's physician agreeing upon a third physician for an evaluation. The parties shall bear the costs of this third evaluation equally. The outcome of the third evaluation shall be binding.

ARTICLE XIII – LEAVES OF ABSENCE

- A. A Teacher that is absent five (5) consecutive days shall be regarded as being on either an approved or unapproved leave of absence.
- B. Sabbatical Leave: Leave may be granted to teachers upon the recommendation of the Superintendent of Schools, and upon approval of the Board, when in their considered judgment, the professional competence of the staff member and general welfare of the public schools will be benefited.
 - Any teacher who has served continuously in the Southfield Public Schools for a period of at least seven (7) years and has a teacher's permanent or life certificate may be granted a sabbatical leave of absence, not to exceed one (1) year for the following purpose:
 - a. Approved study.
 - b. Approved educational travel.
 - c. Other activities approved by the Board.
 - 2. Any teacher on sabbatical leave shall receive a salary equal to one-half (1/2) of the contractual amount he/she would have received had he/she remained. Such salary will be paid on the regular pay periods during the leave. He/she shall also receive fringe benefits as if he/she were not on leave.
 - 3. Notice of intent to apply for leave of absence shall be made on or before March 15 of the school year previous to the school year for which leave of absence is requested. Request for such leave must be made on or before April 15. The total number of teachers on sabbatical leave in anyone (1) year shall not exceed two percent (2%) of the contractual staff. Disposition of the request for leave shall be communicated not later than May 15.
 - 4. Before beginning the sabbatical leave, the teacher shall enter into contract to return to active service in the Southfield Public Schools for a period of at least one (1) year after the expiration of such leave. A teacher who does not fulfill this agreement shall repay to the Board, within two (2) years, the amount received by him/her during the sabbatical leave. This rule does not apply in cases where the person becomes incapacitated or in cases wherein the rule is waived by the Board.

- 5. If the application of a qualified teacher for sabbatical leave in one (1) year is denied due to an excess of two percent (2%) provided in three (3) above, he/she shall have his/her application considered first in the succeeding year should he/she re-apply and be eligible.
- 6. Teachers on sabbatical leave shall be allowed credit toward retirement for the time spent on such leave in accordance with rules and regulations established by the Board of Control of Public School Employee Retirement Fund.
- 7. Increments shall be added as if the teacher had been teaching in the school district during the time of sabbatical leave. Said teacher shall be entitled to participate in any other benefits that may be provided by rules and regulations of the Board made pursuant to law.
- 8. Upon return from sabbatical, the teacher shall submit a written report detailing activities during the sabbatical. The teacher may also be requested to make a verbal presentation to the Board of Education.
- 9. To protect the Board against the teacher's failure to return to his/her teaching position, provided he/she is physically and mentally capable, the teacher shall execute a non-interest-bearing note in the amount of the salary payable while on leave. This note shall be paid off by one of two methods:
 - a. The face amount of the note shall diminish by an amount equal to one-tenth (1/10) of the original face amount for each eighteen (18) days of service rendered.
 - b. The note shall, upon failure of the teacher to return to the system to teach, be payable in twenty (20) installments, beginning with October 1 of the year the teacher should have returned and continuing for the next twenty-two (22) months, excluding the intervening July and August. During such payments, there shall be added to each payment an amount to cover interest so that the effective rate of interest the Board receives will be six percent (6%) of the unpaid balance, effective January 1, of the year the sabbatical was actually used.
- 10. The teacher shall, after notifying the Board that he/she will not return, have the option of paying the note in full with no interest prior to September 1 of the school year he/she would have assumed his/her normal teaching station.
- 11. During the sabbatical leave the teacher shall not be allowed to hold any full-time teaching position. However, this section shall not be construed to deny any teacher the right to fellowships, scholarships, grants-in-aid, or other scholastic stipends.
- C. Leave of Absence without pay may be granted for any of the following reasons:
 - 1. Health and Long-Term Disability Leaves:

- a. After completion of at least one (1) year of service, a teacher may apply for a health leave where the teacher's health warrants.
- b. In the event the Teacher's health permits his/her early return from a leave with a fixed duration, the teacher may request the early termination of the leave by submitting a written request to return to the Superintendent, together with a statement from a physician certifying the teacher's fitness to return and fully assume the instructional responsibilities of the position. Increments shall not accrue during such leaves.

2. Parental Leave:

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

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

3. Military Leave:

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

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

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

- a. Accrual of seniority shall be granted.
- b. Increments shall be added as if the teacher had been in the school district's employ during the time of such active service in the Armed Forces.
- c. Further, all provisions of this policy shall be in accordance with state and federal laws governing military leave of absence.
- 4. Personal Leave: A teacher may request a Personal Leave of Absence for up to one (1) year. Such leave may be extended annually. Step Increments shall not accrue during such leave.
- D. Leave of absence without pay granted for the following reasons shall be given credit on the salary schedule as though the teacher had taught in the system during that period: Exchange teaching, over-seas dependent schools, Peace Corps, Volunteers in Service to America.
- E. Leave of absence may be granted without pay for the following reasons without gaining credit on the salary schedule: Serving in professional organizations (SEA, MEA,

NEA), approved work experience in business, industry and/or government, campaigning or serving in public office, educational research, study or travel.

F. All leaves may be granted for a maximum of one (1) year. The leaves may be extended annually upon receipt of written request from the teacher, recommendation of the Superintendent and approval of the Board. Increments shall not accrue during such leave.

G. Return from leave:

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

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

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

ARTICLE XIV – FRINGE BENEFITS

A. The District shall pay the annual maximum Hard Cap amount as defined yearly by the State Treasurer with respect to PA 152 of 2011 and the Employees will be responsible for contributing the remaining balance (above hard cap) of the insurance premium on a pre-tax basis. This contribution will be based on the subscriber's status – Full Family, Two Person, Single Subscriber or those not electing Health. The employee is also responsible for 10% of all ancillary plans (Dental, Vision, Life, and LTD).

Medical Plan Options (for employees electing MESSA Health Insurance)

Health Choice 1: Choices II

The co-pay on prescription drugs shall be according to the "3 Tier and Mandatory Mail" plan and there shall be a \$500/individual/\$1,000 family deductible for innetwork and \$1,000 for individual and \$2,000 per family per calendar year for out-of-network. Also, there will be a \$20 office visit co-pay.

Health Choice 2: Choices II

The co-pay on prescription drugs shall be according to the "3 Tier and Mandatory Mail" plan and there shall be a \$1000/individual/\$2000family deductible for in-

network and \$2000 for individual and \$4000 per family per calendar year for outof-network. Also, there will be a \$20 office visit co-pay

Health Choice 3: ABC Plan 1

The co-pay on prescription drugs shall be according to the "ABC MAIL" plan and there shall be a deductible, as defined yearly by federal law for high deductible health plans, \$1350/individual/\$2,700 family deductible for in-network and \$2600 for individual and \$5200 per family per calendar year for out-of-network.

Health Choice 4: ABC Plan 2 with 20% Coinsurance

The co-pay on prescription drugs shall be according to the "ABC MAIL" plan and there shall be a \$2000/individual/\$4000 family deductible for in-network and \$4000 for individual and \$8000 per family per calendar year for out-of-network.

Long Term Disability:

70%

\$5,000 Maximum per month

Modified fill or sixty (60) calendar days whichever is greater

Freeze on offsets

Alcohol/Drug – Same as any other illness

Mental/nervous – 2 years

Delta Dental:

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

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

Negotiated Life:

\$45,000 Life and Accidental Death & Dismemberment

Vision:

VSP-3 Plus

Opt-Out Option (for employees not electing MESSA Health Insurance)

Long Term Disability:

70%

\$5,000 Maximum per month

Modified fill or sixty (60) calendar days whichever is greater

Freeze on offsets

Alcohol/Drug – Same as any other illness

Mental/Nervous – 2 years

Delta Dental:

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

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

Negotiated Life:

\$45,000 Life and Accidental Death & Dismemberment

ARTICLE XV - WORKERS COMPENSATION

- A. Workers' Compensation shall be provided as required by law. In addition, teachers drawing Workers' Compensation benefits shall supplement their weekly benefits up to a maximum of their gross weekly income by drawing on their accumulated leave banks. Such used leave days shall be charged to the employee's leave bank on a pro rata basis. The maximum period of such full salary coverage shall be no longer than the qualifying period for long term disability coverage.
- B. The Board shall not be obligated to pay any such difference to a teacher who receives a cash settlement, i.e., redemption in lieu of weekly payments of workers' compensation.
- C. Teachers on Workers' Compensation shall receive, for the first one hundred eighty (180) calendar days or the number of accumulated leave days whichever is greater, continued accrual (loading) or leave days. In the event disability continues beyond the waiting period (one hundred eight [180] calendar days) of the Long-Term Disability, the employee shall be placed on leave of absence and accrual and payment for leave days shall cease. Seniority shall continue to accumulate as if the employee were actually working. Full fringe benefit coverage shall be continued at Board expense for such teacher as long as they continue on Workers' Compensation.
- D. If a teacher is eligible for Workers' Compensation benefits, the teacher's position shall be held open for sixty (60) workdays.

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

ARTICLE XVI – PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a pupil requires the attention of special services, social workers, law enforcement personnel, physicians, or other professional persons, the Board shall take steps to support the teacher with respect to such pupils.
- B. Subject to the policy and procedures developed and published by the building principal and faculty, a teacher may exclude a pupil from one (1) class when the grossness of the offense, persistence of the misbehavior, or the disruptive effect of the violation make the continued presence of the student in the classroom intolerable.
 - In such cases the teacher will furnish to the principal full written particulars of the incident, no later than the end of the school day, if at all possible, but no later than the morning of the following school day. The principal, within twenty-four (24) hours

- of receipt of such communication, shall communicate his/her disposition of the problem or indicate intent to act on the matter, in writing.
- C. Suspension of students from school may be imposed only by a principal or his/her designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and parent, when warranted.
 - Transfer of the student to another teacher will be discussed with the teachers involved, or other measures short of suspension will first be exhausted. In the development of pupil placement assignments, consideration will be given for pupils who are being serviced by the school social worker. Efforts will be made to divide these pupils as equitably as possible among classroom teachers. All available resources of the school will be taken into account.
- D. Complaints directed toward a teacher shall be called to the teacher's attention if: a permanent record is to be made of such a complaint; such complaint may lead to disciplinary action at a later date; or be used for teacher evaluations. If a complaint is to be investigated by the administrator, the teacher shall be advised of the pending investigation, prior to and during the investigation, and shall receive a written disposition of the results of the investigation. Building administrators are encouraged to review, with the teacher, any complaint, which may jeopardize that teacher's professional standing.
- E. If any teacher has a complaint against him/her lodged with the police department, or issued as a result of any action taken by the teacher while in the performance of his/her regularly assigned duties and performing properly, lawfully, and in accordance with written Board policy and written administrative regulations, the Board shall refer the matter to its insurance carrier with the request that all necessary assistance be rendered to the teacher in his/her defense.
- F. Time lost by a teacher in connection with a complaint or suit, as mentioned in this Article, shall not be charged against the teacher should the teacher be found innocent of the charge dismissed.
- G. Should a teacher incur injury or damage to himself/herself or his/her personal property, for which the teacher is not negligent, as a result of an accident suffered in the course of his/her employment, the Board shall refer the claim to the insurance carrier for appropriate disposition.

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

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

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

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

- H. Teachers authorized to participate in school activities before or after school hours shall be regarded as extensions of employment for purposes of insurance coverage.
- I. A teacher shall at all times upon his/her request be entitled to the presence of a representative of the Association when he/she is being reprimanded or disciplined for any delinquency in professional performance. Whenever a teacher is called to a meeting with administrators and the purpose of the meeting is to impose discipline or where the meeting could result in disciplinary action, the administrator shall first advise the teacher of such purpose or possibility and advise the teacher of his/her right to representation. When a request for a presence of an Association Representative is made by the teacher or administrator, no action shall be taken with respect to the teacher until such representative of the Association is present. Such representation must be provided within two (2) school days.
- J. By mutual appointment, every teacher, accompanied at his/her request by a representative of the Association, shall have the opportunity to review the following documentation in his/her official personnel folder, located in the Personnel Office in the presence of an administrator.
 - a. Any document prepared by the teacher.
 - b. College transcripts.
 - c. Any progress or evaluation forms prepared by the Principal or Supervisor
 - d. Other miscellaneous documents which, in the option of the administration, care not privileged or confidential.
- K. The Board and the Association recognize the ability of pupils to progress and mature academically. Teachers shall continue to have the right and responsibility to develop and implement teaching styles, techniques, and procedures that are consistent with sound educational practices and are within established Board of Education policies.
- L. Teachers shall be advised if a communicable health problem exists in their building to the extent permitted by law and the administrative regulations of state and federal agencies with jurisdiction over such matters.
- M. Latex gloves will be made available to all staff for their use.
- N. No teacher shall be required to report for work on days where official notification has been made closing Southfield Public Schools or directing the staff not to report on workdays when school is not in session.
- O. The Board shall be responsible for entering and maintaining all District Provided Professional Development (DPPD) opportunities into the district's designated system. District supported/sponsored DPPD will be input in two (2) cycles:

Cycle #1: June 20 thru December 14 = available for January certificate renewal

Cycle #2: December 15 thru June 1 = available for June or July certificate renewal

Individual teachers are responsible for keeping track of their own DPPD and reporting for certificate renewal and advancement.

Any and all PD used for DPPD must include: Verification of Attendance.

Authorization for DPPD opportunities must be approved by either a Principal/Building Administrator or designee of the Division of Instruction.

ARTICLE XVII - NEGOTIATION PROCEDURES

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

ARTICLE XVIII - PROFESSIONAL GRIEVANCES

- A. A grievance is a contractually defined mechanism which is designed to resolve disputes that arise during the term of this agreement involving an alleged violation, misinterpretation or misapplication of this Agreement. School days are defined as the SEA calendar days of the grievant. District workdays are defined as the calendar days of central administration.
- B. Grievances related to errors that occur in the computation of wages or fringe benefits must be brought within two (2) years from the date that the Union and/or the individual first became aware or reasonably should have been aware of the conditions giving rise to the grievance. Under no circumstances shall compensation/correction for such claims exceed the aforementioned two (2) years.
- C. All grievances shall be handled by the following procedures:

Step 1:

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

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

Step 2:

If the grievance is not resolved at Step 1, it shall be reduced to writing, clearly stating the claimed basis for the grievance and shall be signed by the teacher and presented to the supervisor by the Association Representative within five (5) school days after the informal conference between the teacher and the supervisor, under Step 1 of this procedure.

Within five (5) school days after receiving the written grievance, the supervisor shall communicate his/her decision, in writing, together with the supporting reason to the Association and the Chief Talent Management and Organizational Efficacy Officer and/or his/her designee.

Step 3:

Within five (5) -District workdays after delivery of the supervisor's written decision, the grievance may be appealed to the Superintendent, or his/her designee, by the Association. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions. The District reserves the right to remand a grievance to Step 1 or Step 2.

A hearing on such a grievance may be conducted. In the event the superintendent's designee serving as hearing officer is also the person that is being grieved, the superintendent shall designate another designee to serve as a hearing officer for this grievance. Witnesses and cross-examinations may occur on the part of either party at such hearing. The decisions, in writing, together with the supporting reasons shall be made to the Association and to the supervisor within ten (10) District workdays following the hearing on the matter.

Step 4:

Mediation

Within ten (10) District workdays of the Superintendent or his/her designee's decision at Step 3, prior to an appeal to Arbitration, and with the mutual agreement of the parties, a grievance may be submitted for mediation through the Federal Mediation and Conciliation Services (FMCS) or the Michigan Employment Relations Commission (MERC). The parties will choose which Service to utilize through mutual agreement. If no mutual agreement is made within five (5) District workdays, then the Board shall make the final designation.

The parties will coordinate a date for mediation as soon as administratively possible, so as to not unduly delay the grievance process.

Mediators will be presented with the case facts, receive and review documents and hear testimony from each party.

If the grievance is not resolved through mediation, the Union may submit a grievance to arbitration in accordance with Step 5 of the Grievance procedure.

The date of mediation will be used as the effective date to start the time frame within which the Union may make a timely appeal to arbitration.

It is agreed that any and all settlement discussions by the parties, recommendations, or opinions offered by the Mediators shall not be used by either party in the presentation of their case at arbitration.

Step 5:

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

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

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

The Arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement.

- D. If a grievance arises from the alleged action of authority higher than the immediate supervisor, the grievance may be originally presented at the appropriate step of the grievance procedure. The supervisor shall receive a copy of the grievance from the Association Representative.
- E. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits, shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given. Failure to comply with the time limits in any step of the grievance shall bar the grievance. Failure to file a grievance within the time specified shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision and shall bar future appeal. Time limits may be extended in any specific instance by mutual agreement, in writing.
- F. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given the opportunity to be present at such adjustment of the grievance after Step 1. The parties recognize the Association as the sole representative of the bargaining unit employees. The Association is the only party who can bring a grievance to the District at Steps four (4) through five (5) of the grievance process.

- G. In the event that the Association refuses to represent a grievance, such grievance shall not be subject to mediation or the final step of binding arbitration.
- H. In the event that the Association withdraws representation of a grievance, such grievance shall be considered resolved and not be subject to mediation or the final step of binding arbitration.
- I. In cases of an individual teacher electing to represent himself/herself in a grievance, the term Association or Association Representative shall mean teacher. In the case of an individual teacher electing to represent himself/herself in a grievance, the grievance will not be subject to mediation or final binding arbitration unless approved by the SEA grievance committee. If the SEA grievance committee elects to move the grievance to mediation or final binding arbitration, the Union will represent the grievant at the mediation and/or final binding arbitration.
- J. In all steps of this procedure, it is understood that the Association, except as provided in Section F above, the supervisor, and the Superintendent and/or his/her designee may request other persons to be present.
- K. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities.
- L. If the Board and/or its representatives believe there has been a violation of a specific Article or Section of the Agreement, it may so notify and confer with the Association as to a resolution of this issue.
- M. It is understood that if any teacher files a charge with a governmental agency such as the Equal Employment Opportunity Commission, the Michigan Civil Rights Commission, the Michigan Employment Relations Commission, the Michigan Employment Security Commission, the Michigan Department of Labor Bureau of Workers' Disability, the Michigan Tenure Commission, and/or a similar state or federal agency, said charge shall not be subject to arbitration under this Agreement. It is further understood that the employer reserves the right to set aside the findings and conclusions of any arbitration award where the employee files with the aforementioned governmental agencies on a charge previously determined by arbitration within a twelve (12) month period, except that if related issues were raised in the petition for arbitration, the findings and conclusions of said issues shall continue to be binding.

ARTICLE XIX - RETIREMENT

A bargaining unit member with at least fifteen (15) years of service to Southfield Public Schools (SPS) who submits his/her intent to retire at the end of the school year prior to February 1st, shall receive a one-time payment of \$8,000.

ARTICLE XX - TESTING COORDINATORS

Testing Coordinators shall be compensated at the rate set forth in Appendix B (unless released on a continuous basis from teaching duties as approved by the Chief Academic Officer or their designee) and responsible for the following duties and to the extent practicable such duties shall be completed outside of school hours:

- Provide coordination and oversee, prepare and conduct administration of testing for local, county and state testing and accountability program
- Provide testing reports when needed
- Work with Supervisor of Assessment to ensure program compliance with all state Accountability Policies in the buildings
- Manage all facets of achievement testing to include: storage, security, inventory, ordering, scheduling, delivery and pickup, scanning, scoring, precoding, test disposal, testing modifications, printing of scoring reports, and distribution of scoring reports to schools
- Plan with administration and communicate the plan for each test administration including creating a school testing calendars, scheduling proctors, time schedules, room assignments, lunch arrangements, and materials handling
- Complete online and in-person training for all tests administered.
- Attend local, county and state testing meeting
- Provide appropriate training regarding test administration requirements to ensure all staff are trained, in compliance, and prepared to proctor.
- Update and maintain accurate student records in MI-Star, BAA, and College Board and any other websites that local, county and district provide.
- Review all special ed student IEPs and request or update accommodations in necessary systems.
- Coordinate with various members of the ISSN and ELL programs to manage and provide adequate accommodations of test materials and technology.
- Set up rooms for testing and ensure all guidelines and procedures are met.
- Assist with reporting of each school's status/compliance accountability data and assisting with next steps if needed. For example, the third-grade reading law next steps
- Coordinate in developing short- and long-term planning for testing administration
- Operate testing software to support the testing program
- Work with SPS Tech Team to ensure all testing technology issues are reported
- Maintain testing inventory of testing Chromebooks, large screen monitors, calculators, headphones, and other technology needed for testing.
- Perform other testing duties as assigned by the District Supervisor of Assessment

To the extent practicable, Testing Coordinator vacancies shall be posted prior to the beginning of each school year. Postings for Testing Coordinators shall include whether it shall be compensated as an Appendix B position or will be instead eligible for release time (including how much release time from an academic schedule).

ARTICLE XXI - CONTINUITY OF OPERATIONS

During the term of this Agreement the Association will not authorize, sanction, condone or acquiesce in nor will any members of the bargaining unit take part in any strike as defined in Michigan Public Act 336 of 1947 as amended by Michigan Public Act 112 of 1995. In the event of any strike in violation of this Agreement, the Association will post notices immediately at any or all schools affected advising that such strike is unlawful, in violation of this Agreement, and unauthorized by the Association; and the Association shall advise the striking teachers to return forthwith to their regular duties. The Association shall further take any and all other action reasonably within its power to bring the strike to an end. If the Association takes the foregoing steps and has not acted in violation of its obligations under this Article, it shall not be liable in any way for such strike.

ARTICLE XXII – DURATION

This Agreement shall be in effect commencing on July I, 2022 and terminate of June 30, 2026. The parties further agree to a financial re-opener in year 3 and 4 of the parties' collective bargaining agreement. Either party may initiate the re-opener as early as March of 2024.

Appendix A-1: Salary Schedule

2022-2024 Salary Schedule

BA	AMOUNT	<u>MA</u>	<u>AMOUNT</u>	MA (+30)	<u>AMOUNT</u>
3	\$47,449.00	3	\$50,385.00	3	\$53,315.00
3.5	\$49,112.00	3.5	\$52,148.00	3.5	\$55,082.00
4	\$50,774.00	4	\$53,911.00	4	\$56,849.00
4.5	\$52,336.00	4.5	\$55,487.00	4.5	\$58,423.00
5	\$53,898.00	5	\$57,063.00	5	\$59,996.00
5.5	\$55,373.00	5.5	\$58,635.00	5.5	\$61,654.00
6	\$56,847.00	6	\$60,207.00	6	\$63,132.00
6.5	\$58,526.00	6.5	\$61,884.00	6.5	\$64,759.00
7	\$60,205.00	7	\$63,561.00	7	\$66,386.00
7.5	\$61,776.00	7.5	\$67,024.00	7.5	\$69,848.00
8	\$63,347.00	8	\$70,486.00	8	\$73,309.00
8.5	\$65,132.00	8.5	\$72,369.00	8.5	\$75,250.00
9	\$66,916.00	9	\$74,251.00	9	\$77,190.00
9.5	\$69,092.00	9.5	\$79,380.00	9.5	\$82,331.00
10	\$71.268.00	10	\$84,508.00	10	\$87,472.00
10.5	\$71,879.00	10.5	\$85,235.00	10.5	\$88,225.00
11	\$72,489.00	11	\$85,961.00	11	\$88,977.00
11.5	\$73,239.00	11.5	\$86,711.00	11.5	\$89,727.00
12	\$73,989.00	12	\$87,461.00	12	\$90,477.00

Bargaining unit members employed by the Southfield Public Schools in the prior year shall receive one full step from their 2021-2022 step placement.

For the 2023-2024 Academic School Year, the 2022-2024 Salary Schedule shall be in place. Bargaining unit members employed by the Southfield Public Schools in the prior year, shall receive one full step from their 2022-2023 step placement.

Additionally, those bargaining unit members who end the 2022-2023 Academic School Year at Step 12, shall receive an off-schedule, retirement eligible payment of \$3,000, to be spread out over their payroll for the 2023-2024 Academic School Year.

There shall be a financial re-opener for the 2024-2025 Academic School Year.

There shall be a financial re-opener for the 2025-2026 Academic School Year.

APPENDIX A-2: LONGEVITY

Teachers who have been employed for fifteen (15) or more years with Southfield Public Schools shall receive an annual longevity payment on the first pay period of June of each school year according to the following schedule:

15-19 years	\$1,125.00
20-24 years	\$1,225.00
25-29 years	\$1,325.00
30 or more years	\$1,425.00

In order for a Teacher to be eligible for the June longevity payment, the following must occur:

- 1. Eligibility date must be on or before the June pay date in which longevity will be paid; and
- 2. Must be active/employed with the District during the June pay period in which longevity will be paid.
- 3. SEA members on a FMLA unpaid leave on the first pay period in June in which longevity is paid will receive a longevity payment.
- 4. SEA members on any other unpaid leave on the first pay period in June will not receive a longevity payment in that year as the District considers those individuals inactive.
- 5. An individual's years of longevity will continue to accrue while on an unpaid leave of absence.

If a Teacher retires prior to the first June pay period, he/she will be ineligible to receive longevity payment.

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APPENDIX B-1: VOLUNTARY ASSIGNMENTS

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

HIGH SCHOOL AMOUNT	HIGH SCHOOL POSITION
\$6000	Band
\$5000	Activities Director
·	Football
	Basketball
	Debate
\$4200	Swimming
	Baseball
	Track
	Wrestling
	Hockey
	Cross Country
	Volleyball
	Softball
	Soccer
	Vocal Music
	Head Bowling
\$3700	Dramatics Director
	Dramatics Producer
\$3600	Golf
	Tennis
\$3000	Assistant Band
\$2700	Assistant Football
	Assistant Basketball
	Faculty Manager
	Academic Support Coordinator
\$2600	Techno Warriors – Advisor 1
\$2200	Assistant Swimming
	Assistant Baseball
	Assistant Track
	Assistant Wrestling
	Assistant Hockey
	Assistant Volleyball
	Assistant Softball
	Assistant Soccer
	Pompon
	Assistant Bowling
\$2000	Senior Class Sponsor/Graduation
\$1900/season	Cheerleading
\$1700	T.V. Production
	Student Congress
	Yearbook
	Newspaper

	Radio Sponsor
\$1400	·
\$1600	Assistant Golf
	Assistant Cross Country
	Assistant Tennis
	Assistant Debate
	Engineering Academy Activity Sponsor
	Health Academy Sponsor
	Arts Academy Activity Sponsor
	Business Academy Activity Sponsor
	Administrative Discretionary Points
\$1500	Dramatics Technical Director
	Business Professionals of America
\$1400	Assistant Cheerleading
\$1100	Competitive One-Act Plays
\$900	Forensics
	Musical Orchestra Director
	Musical Vocal Director
	Musical Choreographer
	Junior Class Sponsor
	School Store – DECA
\$800	Women of Tomorrow
	Project Womanhood
	Project Manhood
	Sophomore Class Sponsor
	Dance Company Director
	Assistant Music Vocal Director
	Intramural Athletic Sponsor (SRAC)
	High School Activities Sponsor (SRAC)
	Project Advance Class Sponsor (SRAC)
	Middle School Activities Sponsor (SRAC)
\$800	Webmaster
(One-year positions: Each year	
must be posted)	
\$700/season	Intramural Coordinator
\$700	Special Projects Coordinator (up to 8)**
(One-year positions: Each year	
must be posted)	
\$700	Assistant Forensics
Ψ, σσ	National Honor Society
	Orchestra Director
	Freshman Class Sponsor
	Techno Warriors – Advisor 2
\$500/somostor	
\$500/semester	Testing Coordinator(s)
(One-year positions: Each year	
must be posted)	

^{*}In order to qualify for this position, a school must sponsor a three (3) season program. A coordinator cannot serve the dual roles of Coach or Assistant Coach

**As approved by the Superintendent and/or his/her designee.

Middle School Amount	Middle School Position
\$1600	Basketball Coach
\$900	Activities Coordinator
	Volleyball Coach
	Track Coach
	Softball Coach
	Baseball Coach
	Student Council
	Band (At least one performance per year)
	Dramatics
	Intramural Coordinator
	Beta Club
\$800	Orchestra (At least one performance per year)
\$750	Newspaper (Must provide a minimum of 5 issues)
	Yearbook
\$700	Swimming Coach (Combined)
	Wrestling Coach (Combined)
	Special Projects Coordinator(s) (up to 8)
	Intramural Activities Sponsor**
	Cheerleading
\$600	Vocal Music
\$500 per semester	Testing Coordinator(s)

**Not to exceed sixteen (16) sponsors per year per building.
In the event that interscholastic Sports Programs are reestablished during the term of this Agreement, the rate of pay for coaches shall be determined by agreement between the Board and the Association.

K-8 Amount	K-8 School Position
\$1600	Basketball Coach
\$900	Activities Coordinator
	Volleyball Coach
	Track Coach - Combined
	Softball Coach
	Baseball - Combined
	Student Council
	Band (Total) (At least one performance per year)
	Dramatics
	Intramural Coordinator
	Beta Club
	Safety Patrol
	Service Squad
\$800	Orchestra (At least one performance per year)
	Newspaper (Must provide a minimum of 5 issues)
\$750	Yearbook
\$700	Wrestling - Combined
	Special Projects Coordinator(s) (up to 8)
	Intramural Activities Sponsor
	Cheerleading
	Sports Coordinator (1 position for all K-8 School
	buildings)

	Academic Competition Webmaster
\$600	Vocal Music
	Cultural Club
	Instrumental Music
	Art Coordinator
\$500 per semester	Testing Coordinator(s)
\$350	Read Across America Coordinator

Elementary School Amount	Elementary School Position
\$1400	Academic Competition
\$900	Activities Coordinator**
	Safety Patrol
	Service Squad
\$700	Special Projects Coordinator(s) (up to 8)*
	Intramural Activities Sponsor
	Webmaster
\$600	Vocal Music
	Instrumental Music
	Art Teacher
	Orchestra (At least one performance per year)
\$500 per semester	Testing Coordinator(s)
\$350	Read Across America Coordinator
	Newspaper typist

^{*}Only one coordinator per special project.

Procedures:

- 1. Payments for each assignment will be made in two installments (1) June and (1) December. Individuals must apply for the voluntary assignment positions each year. Individuals must have a signed contract for their positions by November 30th of each fiscal year in order to receive payment for the voluntary position. The requirement of the contract by November 30th does not apply to athletic positions in the Spring.
- 2. For the athletic positions, individuals must have a contract prior to working in the athletic voluntary assignment. In addition, individuals who are not employees of the District must complete the application and background check process prior to working in the voluntary assignment.
- 3. Payments for a particular position shall be made to one (1) person. Exceptions may be made at the request of the individual(s) upon approval of the Chief Talent Management and Organizational Efficacy Officer.
- 4. Positions shall be filled on a voluntary basis with recommendations from the building administrator and approval of the Superintendent or his/her designee. Continuation of Appendix B salary positions cannot be guaranteed if programs are curtailed by the Board.

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

- 5. All teachers regularly employed in Southfield Public Schools shall be given first consideration for appointment under Appendix B.
- 6. A teacher shall not hold more than one (1) Appendix B position per year, as long as there are other teachers of equal or better qualifications and who are willing and able to accept those positions.
- 7. Any positions not presently on Appendix B should not begin operation until they are approved by the Board of Education or the Superintendent.
- 8. Individuals selected for Appendix B positions shall be required to sign the Appendix B supplemental salary contract.
- 9. All Appendix B positions shall be vacated annually and/or seasonally.
- 10. As it relates to all Schedule B vacancies (both academic and athletic), positions will be posted first internally to SEA members only and members of the bargaining agreement will receive first consideration. First consideration is defined as the individual will be considered first but that does not mean the individual must receive the position. The most qualified individual will receive the appointment. Should there be no internal applicants, or the District determines there are no viable internal applicants, the District will then post the vacant position externally.
- 11. The Activities Director, Head Coaches and Assistant Coaches shall meet the following qualifications:
 - a. The Activities/Director(s) shall hold a valid Michigan Teacher's Certificate; be able to meet and accept the assigned responsibilities of the position; have had previous experience in extra-curricular activities; shall have training/experience and/or demonstrated ability in program/activities-planning, organization, and implementation; and Budget Management.
 - b. Head Coaches shall have the ability to organize and supervise a total sports program; have had previous successful coaching experience in the assigned sport (includes student growth, development and learning; social and psychological aspects of coaching; skills, tactics, and strategies, and injury prevention, care and management); have substantial knowledge of the technical aspects of the sport and at the same time must continue to examine new theories and procedures pertinent to the field, knowledge of MHSAA rules, knowledge of NCAA Clearing House, willingness to assist athletes in obtaining scholarships, ability to monitor academic eligibility, evidence of recent knowledge and background in the assigned sport and must be able to meet and accept the assigned responsibilities of the position.
 - c. Assistant Coaches shall have had previous coaching experience in the assigned sport (desirable, not required); have evidence of recent knowledge and background in the assigned sport; willingness to accept direction of head coach relative to building the sports program and must be able to meet and accept the assigned responsibilities of the position.

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

- A. For the 2022/23 and 2023/24 Academic School Year, the In-Service Rate for everything except Summer School, shall be: \$33.00. This rate will revert to the previous rate of \$29.45 on June 30, 2024. This language will be removed at the conclusion of that defined period, subject to the wage re-opener.
- B. For the 2022/23 and 2023/24 Academic School Year, the Summer School rate shall be \$40.00. This rate will revert to the rate of \$29.45 on the last day of Summer School or June 30, 2024, whichever occurs last. This language will be removed at the conclusion of that defined period, subject to the wage re-opener.

APPENDIX C

2022-2023 Calendar SEA (10 month and KLC)

180 K-12 Student Days10 month186 Teacher Days****200 K-12 Student DaysKLC211 Teacher Days****

2022

July 6	KLC First Day of 2022-2023 school year	Wednesday
August 23-Sept. 5	KLC Summer Recess for Students - No School	
August 23	District Wide Opening Day (AM) / Professional Development (PM)	Tuesday
August 24	Building Professional Development (AM)/Teacher Preparation (PM)	Wednesday
August 25	Teacher Preparation Day – No Meetings	Thursday
August 26	Staff Not Required to Report	Friday
August 29	Non KLC Students Report - First Day of School	Monday
August 26-Sept. 5	KLC Summer Recess for Teachers	
September 2-5	Labor Day Recess – No School	Fri-Mon
September 6	Classes Resume for All Students	Tuesday
September 21*	District Professional Development: Full Day - No School	Wednesday
October 12	Proctor for: High School ONLY (PSAT/PSAT 9, NMSQT) TENTATIVE	Wednesday
October 19*	District Professional Development: Full Day – No School	Wednesday
November 8*	District Professional Development: Full Day - Election Day - No School	Tuesday
November 23-25	Thanksgiving Recess – No School	Wed-Thurs-Fri
December 23	Winter Recess – End of School Day (Mon. December 26, 2022 – Fri. January 6, 2023)	Friday

January 9	Classes Resume	Monday
January 16	Dr. Martin Luther King, Jr. Day – No School	Monday
January 19-20 & 23	High School Exams – Half (1/2) Day AM / High School Only Students All Pre K-8 in attendance	Thurs-Fri-Mon
January 24	Records Day: No Students Pre K-12	Tuesday
January 25	Second Semester Begins	Wednesday
February 17	Mid-Winter Recess – end of school day (Mon. February 20, 2023 – Fri. February 24, 2023)	Friday

February 27	Classes Resume	Monday
March 15*	District Professional Development: Full Day - No School	Wednesday
March 24	Spring Recess – End of School Day (Mon. March 27, 2023 – Fri. March 31, 2023)	Friday
April 3	Classes Resume	Monday
April 7	Good Friday – No School	Friday
April 12-13	Proctor for: High School Only TENTATIVE 9 th -11 th Grade Report for Testing Pre K-8 in attendance	Wed-Thurs
April 19*	District Professional Development Full Day – No School	Wednesday
May 26-29	Memorial Day recess	Fri-Mon
June 14,15,16	High School Final Exams Half (1/2) Day AM - All High School Students Pre K-8 in attendance (full days June 14-15)	Wed. – Fri.
June 16**	Last Student Day for Non KLC Students (half-day district-wide)	Friday
June 19	Juneteenth - No School (District Closed)	Monday
June 20***	Records Day for All Staff (optional if responsibilities are complete)	Tuesday
June 22	Last Student Day for KLC students	Thursday

2022-2023 Calendar SEA (10 month and KLC)

During the months of September, October, November, January, April and May one (1) hour of collaborative Monday meetings will be held after school on the fourth (4th) Monday of the month. In March one (1) hour of Collaborative Monday meetings will be held after school on the third (3rd) Monday of the month. These hours are equivalent to one (1) teacher work day. Collaborative Mondays shall be used for grade level teams, department level teams, PLC, or other collaborative teacher teams. An agenda shall be furnished to a SEA representative for verification the Friday prior to the Collaborative Monday.

^{*} These days are professional development days and will be 7.5 hours per day of PD inclusive of a one-hour lunch.

^{**} For the last day of school (June 16th) Non KLC students half (1/2) day AM (Pre K-12)

^{***} Teachers are not required to report on 6/20 if responsibilities are complete on 6/16/2023.

^{****} Includes one (1) day for Collaborative Mondays

2023-2024 Calendar SEA (10 month and KLC)

180 K-12 Student Days10 month186 Teacher Days****201 K-12 Student DaysKLC212 Teacher Days****

2023

July 6	KLC First Day of 2023-2024 school year	Thursday
August 22-Sept. 4	KLC Summer Recess for Students - No School	
August 22	District Wide Opening Day (AM) / Professional Development (PM)	Tuesday
August 23	Building Professional Development (AM)/Teacher Preparation (PM)	Wednesday
August 24	Teacher Preparation Day – No Meetings	Thursday
August 25	Staff Not Required to Report	Friday
August 28	Non KLC Students Report - First Day of School	Monday
August 25-Sept. 4	KLC Summer Recess for Teachers	
September 1-4	Labor Day Recess – No School	Fri-Mon
September 5	Classes Resume for All Students	Tuesday
September 20*	District Professional Development: Full Day - No School	Wednesday
October 11	Proctor for: High School ONLY (PSAT/PSAT 9, NMSQT) TENTATIVE	Wednesday
October 18*	District Professional Development: Full Day – No School	Wednesday
November 7*	District Professional Development: Full Day - Election Day - No School	Tuesday
November 22-24	Thanksgiving Recess – No School	Wed-Thurs-Fri
December 22	Winter Recess – End of School Day (Mon. December 25, 2023 – Fri. January 5, 2024)	Friday

January 8	Classes Resume	Monday
January 15	Dr. Martin Luther King, Jr. Day – No School	Monday
January 18-19 & 22	High School Exams $-$ Half (1/2) Day AM $/$ High School Only Students All Pre K-8 in attendance	Thurs-Fri-Mon
January 23	Records Day: No Students Pre K-12	Tuesday
January 24	Second Semester Begins	Wednesday
February 16	Mid-Winter Recess – end of school day (Mon. February 19, 2024 – Fri. February 23, 2024)	Friday
February 26	Classes Resume	Monday

March 13*	District Professional Development: Full Day - No School	Wednesday
March 22	Spring Recess – End of School Day (Mon. March 25, 2024 – Fri. March 29, 2024)	Friday
April 1	Classes Resume	Monday
April 10-11	Proctor for: High School Only TENTATIVE 9 th -11 th Grade Report for Testing Pre K-8 in attendance	Wed-Thurs
April 17*	District Professional Development Full Day – No School	Wednesday
May 24-27	Memorial Day recess	Fri-Mon
June 11,12,13	High School Final Exams Half (1/2) Day AM - All High School Students Pre K-8 in attendance (full days June 11-12)	Tues-Thurs
June 13**	Last Student Day for Non KLC Students (half-day district-wide)	Thursday
June 14***	Records Day for All Staff (optional if responsibilities are complete)	Friday
June 19	Juneteenth - No School (District Closed)	Wednesday
June 24	Last Student Day for KLC students	Monday

2023-2024 Calendar SEA (10 month and KLC)

During the months of September, October, November, January, and April one (1) hour of collaborative Monday meetings will be held after school on the fourth (4th) Monday of the month. In March and May, one (1) hour of Collaborative Monday meetings will be held after school on the third (3rd) Monday of the month. These hours are equivalent to one (1) teacher work day. Collaborative Mondays shall be used for grade level teams, department level teams, PLC, or other collaborative teacher teams. An agenda shall be furnished to a SEA representative for verification the Friday prior to the Collaborative Monday.

^{*} These days are professional development days and will be 7.5 hours per day of PD inclusive of a one-hour lunch

^{**} For the last day of school (June 13th) Non KLC students half (1/2) day AM (Pre K-12)

^{***} Teachers are not required to report on 6/14 if responsibilities are complete on 6/13/2024.

^{****} Includes one (1) day for Collaborative Mondays

2024-2025 Calendar SEA (10 month and KLC)

180 K-12 Student Days10 month185 Teacher Days****200 K-12 Student DaysKLC211 Teacher Days****

2024

July 8	KLC First Day of 2024-2025 school year	Monday
August 20-Sept. 2	KLC Summer Recess for Students - No School	
August 20	District Wide Opening Day (AM) / Professional Development (PM)	Tuesday
August 21	Building Professional Development (AM)/Teacher Preparation (PM)	Wednesday
August 23	Teacher Preparation Day – No Meetings	Thursday
August 24	Staff Not Required to Report	Friday
August 26	Non KLC Students Report - First Day of School	Monday
August 23-Sept. 2	KLC Summer Recess for Teachers	
Aug. 30 – Sept. 2	Labor Day Recess – No School	Fri-Mon
September 3	Classes Resume for All Students	Tuesday
September 18*	District Professional Development: Full Day - No School	Wednesday
October 9	Proctor for: High School ONLY (PSAT/PSAT 9, NMSQT) TENTATIVE	Wednesday
October 16*	District Professional Development: Full Day – No School	Wednesday
November 5*	District Professional Development: Full Day - Election Day - No School	Tuesday
November 27-29	Thanksgiving Recess – No School	Wed-Thurs-Fri
December 20	Winter Recess – End of School Day (Mon. December 23, 2024 – Fri. January 3, 2025)	Friday

January 6	Classes Resume	Monday
January 15-17	High School Exams – Half (1/2) Day AM / High School Only Students All Pre K-8 in attendance	Wed - Fri
January 20	Dr. Martin Luther King, Jr. Day – No School	Monday
January 21	Records Day: No Students Pre K-12	Tuesday
January 22	Second Semester Begins	Wednesday
February 14	Mid-Winter Recess – end of school day (Mon. February 17, 2025 – Fri. February 21, 2025)	Friday
February 24	Classes Resume	Monday

March 12*	District Professional Development: Full Day - No School	Wednesday
March 28	Spring Recess – End of School Day (Mon. March 31, 2025 – Fri. April 4, 2025)	Friday
April 7	Classes Resume	Monday
April 16-17	Proctor for: High School Only TENTATIVE 9 th -11 th Grade Report for Testing Pre K-8 in attendance	Wed-Thurs
April 18	No School – Good Friday	Friday
April 23*	District Professional Development Full Day – No School	Wednesday
May 23-26	Memorial Day recess	Fri-Mon
June 11,12,13	High School Final Exams Half (1/2) Day AM - All High School Students Pre K-8 in attendance (full days June 11-12)	Wed-Fri
June 13**	Last Student Day for Non KLC Students (half-day district-wide)	Friday
June 16***	Records Day for All Staff (optional if responsibilities are complete)	Monday
June 19	Juneteenth - No School (District Closed)	Wednesday
June 24	Last Student Day for KLC students	Tuesday

2024-2025 Calendar SEA (10 month and KLC)

During the months of September, October, November, January, March and April one (1) hour of collaborative Monday meetings will be held after school on the fourth (4th) Monday of the month. In May, one (1) hour of Collaborative Monday meetings will be held after school on the third (3rd) Monday of the month. These hours are equivalent to one (1) teacher work day. Collaborative Mondays shall be used for grade level teams, department level teams, PLC, or other collaborative teacher teams. An agenda shall be furnished to a SEA representative for verification the Friday prior to the Collaborative Monday.

^{*} These days are professional development days and will be 7.5 hours per day of PD inclusive of a one-hour lunch.

^{**} For the last day of school (June 13th) Non KLC students half (1/2) day AM (Pre K-12)

^{***} Teachers are not required to report on 6/16 if responsibilities are complete on 6/13/2025.

^{****} Includes one (1) day for Collaborative Mondays

2025-2026 Calendar SEA (10 month and KLC)

180 K-12 Student Days10 month185 Teacher Days****200 K-12 Student DaysKLC211 Teacher Days****

2025

July 8	KLC First Day of 2025-2026 school year	Tuesday
August 19-Sept. 1	KLC Summer Recess for Students - No School	
August 19	District Wide Opening Day (AM) / Professional Development (PM)	Tuesday
August 20	Building Professional Development (AM)/Teacher Preparation (PM)	Wednesday
August 21	Teacher Preparation Day – No Meetings	Thursday
August 22	Staff Not Required to Report	Friday
August 25	Non KLC Students Report - First Day of School	Monday
August 22-Sept. 1	KLC Summer Recess for Teachers	
Aug. 29 – Sept. 1	Labor Day Recess – No School	Fri-Mon
September 2	Classes Resume for All Students	Tuesday
September 17*	District Professional Development: Full Day - No School	Wednesday
October 8	Proctor for: High School ONLY (PSAT/PSAT 9, NMSQT) TENTATIVE	Wednesday
October 16*	District Professional Development: Full Day – No School	Wednesday
November 4*	District Professional Development: Full Day - Election Day - No School	Tuesday
November 26-28	Thanksgiving Recess – No School	Wed-Thurs-Fri
December 19	Winter Recess – End of School Day (Mon. December 22, 2025 – Fri. January 2, 2026)	Friday

January 5	Classes Resume	Monday
January 14-16	High School Exams $-$ Half (1/2) Day AM $/$ High School Only Students All Pre K-8 in attendance	Wed - Fri
January 19	Dr. Martin Luther King, Jr. Day – No School	Monday
January 20	Records Day: No Students Pre K-12	Tuesday
January 21	Second Semester Begins	Wednesday
February 13	Mid-Winter Recess – end of school day (Mon. February 16, 2026 – Fri. February 20, 2026)	Friday
February 23	Classes Resume	Monday

March 11*	District Professional Development: Full Day - No School	Wednesday
March 27	Spring Recess – End of School Day (Mon. March 30, 2026 – Fri. April 3, 2026)	Friday
April 6	Classes Resume	Monday
April 15-16	Proctor for: High School Only TENTATIVE 9 th -11 th Grade Report for Testing Pre K-8 in attendance	Wed-Thurs
April 22*	District Professional Development Full Day – No School	Wednesday
May 22-25	Memorial Day recess	Fri-Mon
June 9,10,11	High School Final Exams Half (1/2) Day AM - All High School Students Pre K-8 in attendance (full days June 9-10)	Tues-Thurs
June 11**	Last Student Day for Non KLC Students (half-day district-wide)	Thursday
June 12***	Records Day for All Staff (optional if responsibilities are complete)	Friday
June 19	Juneteenth - No School (District Closed)	Friday
June 22	Last Student Day for KLC students	Monday

2025-2026 Calendar SEA (10 month and KLC)

During the months of September, October, November, January, March and April one (1) hour of collaborative Monday meetings will be held after school on the fourth (4th) Monday of the month. In May, one (1) hour of Collaborative Monday meetings will be held after school on the third (3rd) Monday of the month. These hours are equivalent to one (1) teacher work day. Collaborative Mondays shall be used for grade level teams, department level teams, PLC, or other collaborative teacher teams. An agenda shall be furnished to a SEA representative for verification the Friday prior to the Collaborative Monday.

^{*} These days are professional development days and will be 7.5 hours per day of PD inclusive of a one-hour lunch.

^{**} For the last day of school (June 11th) Non KLC students half (1/2) day AM (Pre K-12)

^{***} Teachers are not required to report on 6/12 if responsibilities are complete on 6/11/2026.

^{****} Includes one (1) day for Collaborative Mondays

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

BOARD OF EDUCATION OF THE SOUTHFIELD P	UBLIC SCHOOLS,
Board President	By Lutte Gan- Debuelly Board Secretary
SOUTHFIELD EDUCATION ASSOCIATIONS,	
BY DARL	BY Chitysh Roll
SEA President	Éxecutive Director

MEMORANDUM OF UNDERTANDING

The following committees shall be formed with the goal to discuss, investigate and propose possible solutions and options related to the following topics:

- A. Merit Pay,
- B. Sick Bank,
- C. Professional Development,
- D. Appendix B Compensation.
- E. Remote Learning Committee: A committee consisting of at least the SEA president, superintendent or her designee will meet to design an emergency remote learning plan for the start of the 22-23 school year.

The parties agree that discussions, work and review of these topics may take place in lieu of District provided Professional Development Days, as provided in Appendix C.

For the District:

For the Association:

Date: <u>June 17, 2022</u>

Date: <u>June 17, 20</u>22