



AGREEMENT

between the

UNITED TEACHERS OF SOUTHGATE MEA/NEA

and the

SOUTHGATE COMMUNITY SCHOOL DISTRICT

FEBRUARY 1, 2023 THROUGH JANUARY 31, 2026

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PREAMBLE

THIS FINAL AGREEMENT entered into on December 20, 2023 by and between the Southgate Community School District, hereinafter referred to as the "School District," and the United Teachers of Southgate MEA/NEA, hereinafter referred to as the "Union."

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ARTICLE I RECOGNITION

1.1 The School District hereby recognizes the Union as the exclusive and sole bargaining representative for all Certified teaching personnel, Counselors, Social Workers, and Psychologists, but excluding Superintendent, Assistant Superintendent, Administrative Assistant, Business Manager, Principals, Assistant Principals, Federal and State Program Coordinators, Curriculum Director, Athletic Director, Director of Special Services, Assistant Director of Special Services, Director of Vocational Education, Director of Adult Education, 12-Month Nurses, Attendance Officer, Certified Substitute Teachers, Certified Personnel employed to teach in the Alternative High School and Adult Education Program, Shared Services Program, Supervisors as defined in the Act, and all other employees not included above.

1.2 The School District agrees not to negotiate with any teachers' organization other than the Union for the duration of this Agreement.

1.3 The terms "employee" or "teacher" when used hereinafter in the Agreement shall refer to all employees in the bargaining unit as defined above.

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ARTICLE II PAYROLL DEDUCTIONS

2.1 It is recognized that the district will refrain from collecting membership dues so long as state law prohibits such action- In the event that state law changes, the District and the union agree to bargain in good faith the reinstatement of dues collection through the district.

2.2 Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for MEA-FS sponsored tax-deferred annuities and direct deposits to credit unions or any other plans or programs jointly approved by the Association and Employer.

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ARTICLE III DISTRICT RIGHTS AND RESPONSIBILITIES

3.1 The District, on its own behalf and on the behalf of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

A. To the executive management and administration control of the school system and its properties and facilities, and the activities of its employees.

B. To hire all employees, and subject to the Provisions of the law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and to transfer all such employees.

C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the School District.

D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature, subject to the provisions of Article 8.1.

E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and terms and conditions of employment.

3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the School District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan, and Constitution and laws of the United States.

3.3 This Agreement shall be published and paid for by the School District and made available to each member of the Bargaining Unit. The Union accepts full responsibility for the distribution of the Agreement and the orientation of its membership as to the provisions.

3.4 This Agreement will be published and distributed within a reasonable time of ratification by both parties.

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ARTICLE IV UNION AND TEACHER RIGHTS

4.1 The Union may use school rooms or multipurpose rooms without charge after school hours from Monday through Friday during the period that school is in session and when custodians are normally in the building. If it is necessary to open a building especially for the Union, the fee charged will cover only the cost of the custodial services. The Union shall be liable for damages to school property in the area being used by the Union, if caused by the Union's use. All applications for the use of school buildings will be made in writing to the Superintendent or administrator at least two weeks prior to the date of intended use whenever possible.

4.2 After the close of the regular school day, the second and fourth Monday of each month shall be set aside for Union meetings.

4.3 Duly authorized representatives of the Union shall be permitted to visit school premises to transact official Union business at reasonable times, provided that this shall not interfere with or interrupt normal school operations or activities. Such union representatives shall first notify the Building Principal of the building being visited.

4.4 Computer and copying facilities will be made available to the Union for their use after school hours and during union release time, for the purpose of producing official association notices, announcements and other such items of an official and professional nature. The Union shall pay for the reasonable cost of all materials and supplies incidental to such use and shall, upon request, provide the superintendent with a copy of the notice, announcement, etc. signed by an officer of the Union..

4.5 The Union shall have the use of bulletin boards in each faculty lounge. The School District reserves the right to also post notices, informational material and other communications they deem necessary on the same bulletin boards. The Union building representatives shall be responsible for the posting of Union material and the content thereof.

4.6 The School District agrees to fulfill any reasonable request for available information concerning the financial resources of the School District, tentative budgetary requirements and allocations, and such other available information as will assist the Union in developing accurate, informed and constructive proposals, together with such available information that may be necessary for the Union to process efficiently any grievance in the grievance procedure. In addition, the UTS shall have no fewer than two committee members sit on the Financial Input Team to help steer district spending.

4.7 Teachers shall dress professionally and be permitted to wear professional apparel of the Union.

4.8 The Union shall have the right through its building representatives to place material relating to the official business of the Union in the teachers' mailboxes and a copy of all material placed in teachers' mailboxes, signed by an officer of the Union, shall be provided, upon request, by the Union to the superintendent.

4.9 In order to facilitate a more harmonious implementation of the teachers' contract, a meeting may be arranged once a month between the Union and the Superintendent and/or

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designated representative within five (5) days of the request of either party. A special meeting may be arranged by mutual consent of both parties. Arrangements for such meetings shall be made in advance and an agenda of the matters to be discussed shall be presented at the time that the meeting is requested. Matters discussed during this meeting shall be restricted to those items listed on the agenda.

4.10 The Union shall be advised by the School District of any new or modified budgetary or tax programs under consideration, and the Union shall be given an opportunity to consult with the School District with respect to the proposed annual budget prior to its adoption and general publication. The authority to adopt all parts of the annual budget of the School District resides exclusively with the Board of Education and shall not be the subject of mandatory negotiation with the Union, nor subject to any proceeding under the grievance procedure.

4.11 The Union shall have the right to be heard at all regular School Board meetings and shall be placed on the agenda under the heading "Employee Representatives". Agendas for all School Board meetings will be sent to the President at the same time that School Board members are sent theirs and, upon request from the President, any supporting documents not considered confidential information. The School Board will have the option of tabling any new items brought forth by the Union until such time as it has had ample opportunity to acquaint itself with all the facts pertaining to such items, preferably no later than the next regular School Board meeting. In order to improve communications, copies of all School Board minutes shall be sent to the President and made available to each member no later than one week from the time of approval.

4.12 The Union President or designee shall be granted a maximum of one additional class period each full school day of this Agreement, without loss of salary for the purpose of attending to Union business. It is expected that this time will be used to benefit both the union and the District by improving personnel relations.

4.13 When a meeting between the Building Administrator and a teacher is to be held, either party may request a Union Representative, another administrator and/or both to attend the meeting. The extra administrator present is to serve as a witness to the meeting. If the teacher refused the right of having a Union Representative at the meeting, upon request of the administrator, this refusal shall be written and signed and made a part of the written report of the meeting.

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ARTICLE V TEACHING LOAD

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

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

No secondary teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of their school day, except as provided specifically in the other sections of this Master Agreement. Teachers shall be permitted to leave five (5) minutes after the close of their school day, except as provided specifically in other sections of the Master Agreement.

Permission for earlier leave may be granted by the Building Principal or Supervisor

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

Child studies and I.E.P.'s shall be held during the course of the normal duty day of the classroom teacher, absent extenuating circumstances.

5.3 The workday for Monday through Friday shall follow the schedule in Appendix E

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

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

5.5 Teachers may be assigned to cover for another teacher in an emergency situation for which no substitute is available. Assignments will occur on a rotating basis and will include all certified staff and non-certified staff who are permitted to substitute teach. Documentation of this rotation will be kept with the administrator. Teachers or staff who are attending non-mandatory professional development or helping chaperone field trips will be returned to the building before activating the rotation.

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5.6 TRADITIONAL SCHEDULE

Until January 31, 2025, the weekly teaching load assignments for secondary schools will be twenty-five (25) 59-minute teaching periods for Anderson and twenty-five (25) 59-60 minute for Davidson teaching periods; five (5) 59-minute for Anderson and 59-60 minute for Davison unassigned periods for conference - preparation, and a daily duty-free lunch period equal to the student lunch period.

Effective February 1, 2025, this section shall say:

The weekly teaching load assignments for secondary schools will be twenty-five (25) teaching periods for Anderson and twenty-five (25) for Davidson teaching periods; five (5) unassigned periods shall be provided to Anderson and Davidson, and a daily duty-free lunch period equal to the student lunch period. One additional advisory period of no more than 20 minutes may be assigned to this schedule with at least 30-days notice to the Union to the semester in which it is applied. The Association must be provided an opportunity to meet and confer regarding the work performed during this time prior to its application. This advisory period will not be included in the prep count stipulated in 5.7, but also must not require curriculum development. Advisory plans will be provided to staff at least one week in advance.

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

Effective February 1, 2024, without compensation, a maximum of one (1) conference - preparation period every two weeks may be assigned by administration for participation in IEPs, 504s, and Child Studies. Teachers must be given a minimum of 5 workday notice prior to the planned use of the period. Where possible, assignments shall be on a rotating basis.

FLEXIBLE SCHEDULE

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

Teachers understand the meaning of conference - preparation period and will use it to the fullest advantage of the students. A teacher may consent to teach during the conference - preparation period on a full-time basis and for this assignment shall be compensated at a rate equal to one of the teacher's class periods paid at the Masters' salary at step zero (0), prorated on the basis of time actually spent in the assignment. This type of assignment will not be used unless an emergency exists.

5.7 Secondary teachers shall not be assigned more than three (3) different subject preparations per day unless necessary to prevent a teacher(s) from being reduced to less than full time. Secondary teachers with more than three (3) different subject preparations per day will receive a stipend of \$500 per semester.

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5.8 Although not desirable, it is recognized that situations may arise that necessitate the need for the assignment of more than one grade level in a self-contained classroom in the elementary grades.

The following guidelines will be followed in these situations:

- A. No more than two (2) grade levels will be contained in the classroom.
- B. Enrollment will be limited so as to accommodate the organization of one room.
- C. The two (2) grade levels will be equalized as much as possible.
- D. Students in the bi-level classroom will be selected carefully so as to aid the teacher in organizing the program of instruction.
- E. This section is not applicable to classrooms exclusively for students with an IEP.

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

5.9 The School District will provide two hundred fifty minutes (250) of conference-preparation time per full week for each elementary teacher in grades K-5. A minimum of fifty (50) minutes shall be allocated to each full teaching day for grades K-5.

Effective February 1, 2024, without compensation, a maximum of one (1) conference – preparation period every two weeks may be assigned by administration for participation in IEPs, 504s, and Child Studies. Teachers must be given a minimum of 5 workday notice prior to the planned use of the period. Where possible, assignments shall be on a rotating basis.

5.10 Preceding provisions for conference - preparation time and lunch periods are subject to change because of field trips and shortened daily schedules for students or teachers.

5.11 If travel between schools becomes necessary on a given day's schedule, travel time shall be allowed in the scheduling.

5.12 Bargaining unit members may be requested by the Building Principal to work an extended period of time beyond the school calendar year, if approved by the Superintendent. Except as a condition made prior to assignment, non-teacher tenure act personnel shall not be regularly assigned classroom teaching responsibilities as part of their normal duties. Compensation for work that extends beyond the school calendar year shall be according to the terms of Article XIX, Section 11 (19.11).

5.13 Art, vocal music, computers or physical education will be provided for all elementary students (Grades K - 5) subject to available finances.

5.14 No teacher shall be assigned to supervise a student teacher without the consent of the teacher.

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ARTICLE VI SHARED-TIME POSITIONS

6.1 Shared-time refers to a plan whereby two teachers, currently employed and not on layoff, share one full-time teaching position.

6.2 Teachers who wish to be considered will submit a proposal to the Building Principal for consideration. The proposal should be comprehensive and include the following:

- A. Names of the teachers involved.
- B. The classes or assignments to be shared.
- C. How the teaching duties are to be divided.
- D. Joint planning time, if necessary.
- E. A plan for discharging other teaching duties, such as: report cards, parent conferences, record keeping, and other required duties.
- F. The duration of the plan.

6.3 The Superintendent of Schools or designee will have final approval on all shared-time proposals and this decision shall not be the basis of a grievance.

6.4 Each teacher will be responsible for content presented at staff meetings, and for preparing for parent teacher conferences and open houses. Only the teacher working on the day of the events listed above must be in attendance.

6.5 The teachers involved will be paid their salary, sick days, personal business days and fringe benefits on a pro-rata basis.

6.6 All plans are for a one year maximum.

ARTICLE VII SPECIAL NEEDS STUDENTS

7.1 Teachers and other personnel dealing with disabled students shall be governed by applicable special education laws, rules, and regulations.

7.2 Individual student programs and materials initiated at any level to meet the needs of disabled or special need students shall be passed on to the following levels in order to provide continuity of program. This will continue as long as personnel involved recommend continuance.

7.3 Both parties agree that teachers and administrators will actively seek assistance for disabled or special need students. The seeking of such professional assistance shall not reflect upon the teaching ability of said teacher(s).

7.4 Special Services personnel shall:

A. Be informed of their individual budgets so as to facilitate ordering of supplies.

B. Have adequate facilities and supplies to meet the needs of their individual programs.

C. Whenever possible, have a private telephone in their offices and/or the availability of a private telephone in a private area so confidentiality can be assured.

D. Have facilities for testing and/or parental conferences so confidentiality can be assured.

F. Special Service personnel shall have conference/preparation time commensurate with the level that they service.

7.5 The School District shall attempt to inform Special Education Personnel of Mandatory Special Education Acts, their rules, regulations and guidelines and any changes thereto.

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ARTICLE VIII TEACHING CONDITIONS

8.1 The School District recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standardized tests and questionnaires, safety equipment, and similar materials are the tools of the teaching profession. The principals and their staffs shall confer at least once a year for the purpose of improving the selection and use of such educational tools. The School District shall continue to keep the schools reasonably and properly equipped and maintained insofar as financially feasible.

8.2 Teachers shall have the use of available computers and all duplicating and copying equipment in the building for preparation of instructional material. All damaged and malfunctioning equipment shall be reported to the Building Administrator immediately for proper maintenance and repair.

8.3 Teachers shall not be assigned cafeteria or bus duty on a regular basis. In case of emergency, and with the agreement of the teacher, such assignment may be made. Compensation will be paid at the hourly rate prescribed in Article 19 - Professional Compensation.

8.4 The School District shall make available in each school at least one room, cleaned daily, appropriately furnished, which shall be reserved for the use as a faculty lounge. A refrigerator and microwave may be installed for the use of the teachers at no expense to the School District and it will be the responsibility of the Union to keep this equipment clean. A work table or desk and an available computer shall be provided in either the faculty lounge or other work room provided in the building. The furnishings shall be cleaned, repaired yearly, and replaced if necessary.

8.5 Vending machines may be installed in teachers' lounges provided that articles dispensed are to be negotiated between the School District representatives and the Union representatives. Proceeds from such machines will revert to the building staff for use in its professional endeavors. Management of the machines, including ordering of supplies, stocking of the machines, payment for supplies and necessary housekeeping will be the responsibility of the Union's Building Representative.

8.6 The School District will continue to provide off street parking facilities where they now exist, adequately maintained, for teachers use.

8.7 The School District will provide for each teacher a desk and storage. Traveling teachers will be provided with adequate equipment such as a cart and storage area.

8.8 The School District shall provide for machine or computer scoring of tests of a standardized nature (reading, IQ, achievement, aptitude) when feasible from the standpoint of the number of students being tested.

8.9 Any additional installation of public address or intercom system shall have a visual and/or audio signal installed in each classroom indicating when they are in use.

8.10 Teachers shall not be required to do major repair work or replacement work on property and equipment.

8.11 Special service teachers shall have an assigned room with adequate supplies.

8.12 The School District and the Union mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the School District shall provide within financial means a teacher reference area in each school.

8.13 Announcement of all professional workshops and conferences will be emailed to all Union members.

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

8.14 In the case of future annexation and/or consolidation, all teachers shall come into the School District with the same tenure status they would have held had annexation not taken place, providing it does not conflict with the Attorney General's opinion, or any court decision.

8.15 Whenever possible, teachers with laboratory preparation will have access to the facilities of their rooms during their preparation period. The final determination will be made by the building principal.

8.16 Recognizing the importance of School-Community relations, teachers are encouraged to help plan, attend and participate in Parent-Teacher meetings, Open Houses, School Programs and activities as part of their professional responsibility and commitment to school improvement.

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

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

In order to compensate all teachers for the extended workday, a one-half day release time for all teachers and students will be scheduled each semester.

Elementary conferences will be scheduled within the time allocated for conferences. Under special circumstances, teachers may be approved to hold conferences that are scheduled outside of the assigned conference time. In this case, the teacher may receive flex time that may only be used when students are not in attendance.

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

8.18 There shall be no sign in/out sheet or device, but special service teachers shall notify the Building Principal or secretary upon arrival and leaving a building.

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8.19 A teacher who performs substitute duties during the teacher's conference period or misses their regularly scheduled conference period due to lack of coverage for enrichment classes will be compensated at the rate of \$40.00 for the period.

Teachers who have a bank of approved compensation time have a one-time option to have some or all of this time paid out at \$35 per hour. This will be paid on a separate pay on in June, 2023.

Accrued compensatory time may be combined in order to permit a full day of excused absence according to the following schedule:

Six (6) periods of accumulated compensatory time= one (1) day of excused absence.

Access to and scheduling of compensatory time shall be governed by the procedures applicable to teacher use of personal leave, provided, however, that unused, accumulated compensatory time shall not accumulate as sick leave. Available compensatory time may not be used in increments of more than three (3) consecutive days and only 18 hours, cumulatively, may be used in one school year.

Employees may use comp time during an FMLA leave without it counting against the 18-hour limit once all paid leave time is exhausted.

When possible, staff must notify an administrator at least 48 hours in advance to use comp time. Human Resources or an administrator has the right to deny use of comp time if absence would contribute to 10% or more of building or district personnel absent on a specific date at the time of notification, or it would interfere with state testing. Administration must notify staff of rejection within 24 hours of the request. If there are multiple requests, requests may be honored on a first come, first served basis.

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

8.21 Teachers shall report lost, damaged, and/or stolen equipment and property as soon as detected to their Building Principal.

8.22 No teacher shall be ordered to supervise the Safety Patrol or Service Squad. Teachers may volunteer for bus duty 15 minutes before and/or after school, for 10-week sessions.

8.23 Teachers shall continue to share in the supervision of students during the passing periods between classes.

8.24 No student shall have access to teachers' keys. Teachers shall immediately report any lost keys to their Building Principal or Supervisor.

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8.25 Scheduling of all weekend or holiday use of a building by a teacher or coach shall be in conformance with existing School District policy.

8.26 Teachers and children will be relocated within the building by the Principal or relocated/sent home by the Principal with the approval of the Superintendent when room temperature, ventilation, or other condition becomes incompatible with health and/or safety.

8.27 The creation and preservation of a safe, healthful, quiet and comfortable classroom and general school facilities are necessary for the best interest of the children, the teachers, and the furtherance of the educational process. Should the Union feel the above are inadequate or inadequately maintained, notice shall be given to the Building Principal for review.

8.28 Recess periods in the elementary grades will be taken when the teachers, with the approval of the Principal, feel it is in the best interests of the students.

8.29 Teachers shall not smoke on school property.

8.30 Both teachers and the School District recognize the need for trust and cooperation in order to deal with school improvement activities. The process of site based decision-making and school improvement will be a cooperative effort using problem solving and a win-win philosophy. It is agreed that the basis for decisions will be the underlying standard, "What is best for students", and that the participation of teachers, administrators, parents and other community members is necessary to become an exemplary school district and to meet the goals of the District's mission statement.

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

8.31 Teacher Professional Development

The district shall provide at least the minimum annual state required hours in professional development activities to its employees.

With administrative approval, social workers may exchange professional development activities relevant to the maintenance of their certification for required hours of district professional development.

8.32 Procedures for handling student discipline cases

A. Before there can be a positive learning climate in the classroom, there must be effective organization and instruction on the part of the teacher with reasonable support from the administration. A reasonable and consistent discipline policy shall be established within each school and shall be reviewed with the building staff at the initial staff meeting each year.

B. Whenever it appears that a discipline problem requires the attention of special counselors, social worker, law enforcement personnel, physicians or other available professional persons, the administration will take steps to assist the teacher with respect to such problems.

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C. It shall be the joint responsibility of the administrator and teacher to develop techniques and materials to handle individual discipline problems in the classroom if the teacher requires assistance. A teacher may use reasonable measures to protect himself from attack or to prevent injury to another student.

D. A student may be removed from class that particular day and sent to the office by the teacher when the intensity of the offense, the persistency of the misbehavior, or the disruption of normal classroom instruction makes the continued presence of the student in the classroom intolerable. Upon request, a written report of the incident and reasons for removal shall be submitted by the teacher to the Principal within twenty-four (24) hours. Upon request, the Principal will reply in writing to the teacher within twenty-four (24) hours of the student's re-admittance to the class the steps taken to correct the situation and acknowledge the teacher's written referral.

E. The student shall be readmitted after a conference with the teacher and other concerned parties and steps have been taken in an attempt to remedy the problems.

F. When a teacher has more than one student in a class who constitutes a serious behavioral problem, they should be referred to the Principal. If, after exhausting all appropriate agencies, special service personnel, and other professional help, the problem still exists, the parties shall consider transfer or mutual exchange of pupils as suggested methods of resolving the problem.

G. A continuous written record of the individual discipline cases will be maintained in the Principal's office. Such records shall be used for the intelligent administering of penalties within the scope of the Board of Education policy.

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ARTICLE IX PERSONNEL FILES

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

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

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

No material derogatory to a teacher's conduct, service, character, or personality that is not in the file shall be used against the teacher in recommendations to other districts' positions except as required by law.

9.3 The teacher shall be permitted to add any professional evaluations or documents to his/her personnel file if so desired.

9.4 Reproduction of materials in the teacher's personnel file may be made with the exception of the initial and confidential employment materials and at no expense to the School District.

9.5 If a teacher wishes to release the information in his/her personnel file, excluding the initial employment materials, at the building level or Central Office, to any Union Representative or agent acting on the teacher's behalf, the teacher shall request the release in writing, with signature affixed, to the Administrator directly involved with the safekeeping of such records and files.

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ARTICLE X DEPARTMENT COORDINATORS

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

Building Coordinators:

10.1 Department coordinators may include:

- A. Business (9-12)
- B. English (one each in 6-8, 9-12)
- C. Foreign Language (6-12)
- D. High School Coordinator (combined area)
- E. Mathematics (one each in 6-8, 9-12)
- F. Middle School Coordinator (combined areas, one each in 6-8)
- G. Science (one each in 6-8, 9-12)
- H. Social Studies (one each in 6-8, 9-12)
- I. Special Education (district-wide coordinator)
- J. Social Work/Counseling (6-12)
- K. Elementary schools will maintain 4 core-curriculum chairs and 1 other chair.

Elementary schools will have one department chair per grade level, excluding preschool, in addition to 4 core-curriculum chairs and 1 other chair. Payment to core curriculum chairs and the other chair shall only be paid out if curriculum work is assigned that year.

10.2 The responsibilities of department coordinators shall be:

- A. To communicate and be a liaison between the department and the administration.
- B. Reevaluate departmental curriculum and procedures yearly and make suggestions for change to the building administrator and the District Development Team.
- C. Be aware of new texts, equipment, materials, etc., and relay the information to the staff of the department.
- D. Budget and coordinate orders for the department. Keep inventory of texts and equipment.
- E. Hold department meetings on a regularly scheduled basis, not to conflict with staff meetings or professional development times.

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F. Be available to assist departmental members in solving instructional and other problems as they arise and to recommend personnel to help orient new teachers.

G. Attend professional meetings in the department's subject areas and make recommendations for visitations and professional meetings for teachers within the department.

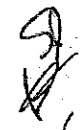
H. Work with the administration and other department coordinators on general school problems. Seek to coordinate all departments in order to best satisfy the needs of all students in our schools.

I. Shall assist in teacher assignments within the department.

J. Shall be responsible for keeping department records and minutes of all meetings and seeing they are distributed to all concerned personnel. Meeting agenda logs will be submitted to building administration prior to May 1.

K. Shall be a member of the building School Development Team.

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


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ARTICLE XI POSTING PROCEDURE

11.1 Summer school positions and Appendix B positions shall be announced in the regular notices of vacancies as they arise and shall be posted via all-staff email. An additional copy shall be sent to the Union President. Said notices shall include the qualifications for the positions. For Appendix B athletic positions, head coach positions for varsity and middle school positions shall be posted. Varsity head coach and middle school head coaches shall post open JV and Freshman coach positions that are not otherwise filled. Assistant coach positions may be posted at the district of the head coach.

11.2 Any teacher represented by the bargaining unit may apply for a posted position electronically within five (5) working days after the posting of the vacancy.

11.3 In appraising and selecting summer school personnel, specifically for teacher-members of this bargaining unit, staffing will follow a district established protocol and this protocol will be provided to the Union prior to staffing decisions being made. Notification of any changes to this staffing protocol shall be provided to the Union prior to the changes being implemented.

For non-tenure track bargaining unit members, the staffing criteria below (in order of importance) will be followed:

- a. Certification or Licensure
- b. Highly Effective, Effective, or Minimally Effective annual evaluations (or comparable rating)
- c. Recent experience in position and/or program including current grade level assignment (elementary (k-2, 3-5), secondary (6 - 12), or K-12)
- d. Total years of experience in position and/or program including current grade level assignment -- elementary (K-2, 3-5), secondary (6 - 12), or K-12
- e. Disciplinary record (excluding warnings) going back two school years
- f. District Seniority

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

11.4 If an applicant is not selected for a summer school or extra-curricular position, the teacher will be notified by form letter. Upon receipt of the form letter, the teacher may request within fifteen (15) working days the reasons for not being selected.

11.5 Administrative vacancies will be posted electronically and bargaining unit members notified via email.

11.6 When an administrative vacancy shall occur during the summer, notice thereof shall be given to those who have filed their request in writing the immediately preceding two school years.

11.7 When vacancies or new positions occur the Superintendent or a designee shall make a general announcement of the vacancy throughout the school system by all-staff email. Such vacancy shall have been posted for a minimum of five (5) school days prior to filling the position.

ARTICLE XII TRANSFERS

12.1 Teachers desiring to transfer to a different building and/or assignment shall make yearly a written request to Human Resources prior to the first Monday in March of the current school year. Subject to the provisions of Article 13, teachers requesting a transfer will be given an opportunity to transfer if the teacher is qualified under Article 13.5 for the vacancy.

12.2 When a vacancy is declared by the School District in the bargaining unit after the last teacher work day and prior to the commencement of the first teacher work day in the next school year, the vacancy will be posted and consideration will be given first to members laid off **within the prior 24 months** according to the relevant staffing criteria listed in 11.3. The 24-month limitation will not apply to any member laid off prior to the 2022-2023 school year.

This provision is subject to the limitations in 12.1.

12.3 After the start of the school year, if two teachers agree to an exchange of assignments, and the exchange is approved by the Superintendent of Schools, or designee, then the transfer will be permitted.

12.4 Subject to the provisions of Article 13, teachers who are displaced due to a school closing shall be assigned to vacancies for which they are qualified (13.5) before transfer requests are granted. The parties recognize the importance of assigning displaced elementary teachers to their previous level (i.e., upper or lower), and displaced secondary teachers to their previous department.

12.5 Intra and inter building transfers and reassignments should be on a voluntary basis whenever possible. A teacher being involuntarily transferred, except for transfers and assignments under Article 13, shall be consulted and notified of the reasons for the transfer.

The relevant criteria from Article 11.3 will be used in making the transfer decision.

12.6 Teachers who have been involuntarily transferred, and those teachers reassigned pursuant to Article 13.4, will be given first consideration for a period of two (2) school years to transfer to a vacancy for which they are qualified (13.5) before transfer requests are granted. Teachers desiring a transfer under this Section shall follow the notification provisions of Section 1 above.

12.7 Non-tenure track members who are denied transfers under this Article, and teachers who are involuntarily transferred, shall have the right to grieve.

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ARTICLE XIII SENIORITY AND NOTIFICATION OF RECALL

13.1 The parties have agreed to the seniority date of all teachers, and those qualified administrators, who were employed as of December 5, 1985. As to those persons on this list, their seniority date shall be forever conclusive and final. The seniority dates for new hires after December 5, 1985, shall be in accordance with paragraph 2 below and those seniority dates shall likewise be forever conclusive and final unless a teacher (those hired after December 5, 1985) objects to his/her seniority date within ten (10) days after being first informed by the School District in writing of his/her seniority date.

13.2 Seniority shall be defined as the total years of service as an employee to the School District in a teaching capacity commencing from the first day worked as a regular contractual Southgate Teacher, excluding all substitute work whether day to day or permanent, in a position included within the bargaining unit (for any administrators who were first employed as Southgate teachers, they shall retain all seniority earned as a member of this bargaining unit and such seniority shall be restored to them when/if they re-enter this bargaining unit). In the event more than one regular contractual teacher has the same first day worked, the School District shall conduct a drawing within ten (10) days after notification by the Human Resource Office, to determine the priority on the seniority list. A representative of the Union shall be present at the drawing.

13.3 In the event the School District determines, after reviewing other reasonable alternatives, that a professional staff reduction is necessary due to financial, program or enrollment considerations, then the School District shall give the Union at least thirty (30) calendar days' notice of impending layoff. Thereafter, the School District and Union staffing committee shall meet to review the proposed layoffs.

If after meeting with the Union, the School District determines layoffs are still necessary, then the provisions of 13.4 shall be followed.

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

13.4 In the event of a staff reduction, the School District shall have the right and responsibility to reassign or transfer teachers to the extent necessary to retain the most qualified teachers, as determined by the relevant staffing criteria listed in 11.3 in assignments for which they are certified and qualified. Provided, however, the School District retains its right to determine the classes which make up an assignment and there shall be no requirement in this Article that the School District add, delete, change, alter an assignment for the benefit of any teacher.

13.5 The term "qualified" as used in connection with assignments, layoff and recall shall be defined by the state and federal guidelines.

13.6 Subject to, and in accordance with, the leave provisions of this Agreement, a teacher returning from a leave of absence shall be placed in an assignment held by a teacher with less seniority if he/she meets the qualifications as set forth in paragraph 13.5 above. If

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the teacher does not meet the qualification requirements, then he/she shall be laid off. The provisions of 13.3 shall not be applicable to layoffs under this paragraph.

13.7 Subject to 12.2, a laid off teacher may be assigned to a position declared vacant by the School District if the teacher is certified and meets the qualification requirements in paragraph 13.5 above. If two or more laid off teachers are certified and qualified, the most qualified teacher, as determined by the criteria applied from 11.3 shall be assigned to the vacancy.

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

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

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

13.9 It is understood that it is a teacher's responsibility while on layoff to keep the Human Resources Office informed in writing of his/her current address, and his/her failure to do so constitutes a waiver of his/her reinstatement rights.

13.10 Teachers on layoff shall not be paid nor receive paid fringe benefits during the layoff, however, the teacher may continue hospitalization, dental and vision coverage, if allowed by the applicable insurance carrier by paying to the School District the cost of the monthly premium. Teachers will be notified when School District paid insurance will cease.

13.11 A laid-off teacher may elect the terminal pay provided for in Article 20.3.

13.12 All teachers who anticipate changes in their certification or endorsements must provide the Personnel Office with "Letters of Intent" by the first Monday in March. The certification(s), endorsement(s), and "Letters of Intent" in the teacher's personnel file as of June 14 shall be conclusive and binding for purposes of layoff, recall and assignments during the next full school year.

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ARTICLE XIV EMERGENCY LEAVE DAYS

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

SICK LEAVE

14.1 All teachers shall receive ten (10) sick leave days each school year, five (5) of these days shall be advanced at the beginning of the school year and the remaining five (5) will be advanced at the beginning of the second semester to be used for illness. Any unused portions of these sick days shall be allowed to accumulate to two hundred and twenty-five (225) days and be available as sick days in future years. Teachers who terminate their contract before the end of the school year and use more sick days than would accumulate at the rate of one (1) day per month (September to June) shall reimburse the School District for the extra days used. These sick days will be prorated at the same rate above for teachers not working a full school year.

Sick days will only be advanced as above to teachers on paid status or currently on an FMLA when days are normally advanced. Anyone on an unpaid leave not currently on an FMLA leave when days are advanced will have these days prorated and advanced when they return to work.

14.2 Teachers may use sick leave, when necessary as follows:

A. Personal illness or injury in the immediate family group residing with the teacher and/or personal illness or injury to the mother, father, mother-in-law, father-in-law and children.

B. Quarantine or exposure to contagious disease that may endanger the health of the pupils and employees.

14.3 Teachers who have exhausted their accumulated sick days and have the approval of the sick leave committee shall be entitled to receive additional leave days from the sick bank for a period not to exceed ninety (90) calendar days. The sick leave bank shall be administered by the Union. Upon approval of day(s) granted to a teacher from said sick bank, the Union will notify in writing or email the superintendent's administrative assistant. The superintendent's administrative assistant will be notified by the Union of any assessment of days made of its members for the sick bank. These records shall be kept by the superintendent's administrative assistant. When the leave is foreseeable, borrowed and donated days shall be reported to the Human Resources and Business Offices prior to commencing leave.

14.4 Employees reporting at the beginning of their work periods who are forced to leave any time after three (3) hours because of illness may be counted as absent one-half (1/2) day. Employees absent from work at the beginning of the work period and reporting at least three (3) hours before the close of the day may be considered as absent one-half (1/2) day.

14.5 A twenty-four (24) hour substitute reporting service shall be made available by the School District. Therefore, teachers may report the need for a substitute as soon as it

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becomes apparent. Teachers will request a substitute at least one (1) hour prior to their starting time when possible.

14.6 Emergency calls made less than sixty (60) minutes before reporting for work are to be made directly to the Building Principal or Supervisor.

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

14.8 A teacher whose personal illness extends beyond the period compensated under Section 14.1 above shall be granted a personal health leave, provided the teacher has submitted written medical documentation by the attending physician that the leave is necessary, and the leave is for one full semester, one full school year or the balance of the school year. All leaves of absence under this Section will be without pay or fringe benefits and shall be governed by the provisions of Article 15.4.

14.9 Teachers who are aware of expected absence due to surgery should notify the School District of the expected date of absence at least 30 days in advance for surgery, when possible.

14.10 A teacher who is absent for five (5) consecutive work days may be required to submit a physician's statement, at the teacher's expense, verifying the illness or disability. The School District may require additional medical statements, at the teacher's expense, on a monthly basis. Before returning to work, a teacher shall be required to submit a physician's statement, at the teacher's expense, certifying the teacher's ability to return to his/her normal duties.

14.11 Upon notice to the Union, the School District may require a teacher, at the School District's expense, to be examined by a District-appointed hospital, physician, or other trained professional, to determine if the teacher is disabled or ill.

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

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

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

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ARTICLE XV LEAVES OF ABSENCE

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

A. A maximum of five (5) days per school year for each death in the immediate family - father, brother, husband, son, grandparents, mother, sister, wife, daughter, grandchildren, in-laws (father or mother, brother or sister, son or daughter and immediate step family members) and any dependent as described by Internal Revenue returns for tax purposes. An absence of one (1) day per school year for a death not covered by the definition of "immediate family" above with approval of the Superintendent of Schools or designee.

B. Judicial Leave - Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter shall be paid his/her full compensation and benefits for such time. An employee granted Judicial Leave shall provide the district with documentation of their judicial requirements and attendance upon their return to work.

C. Time necessary to take the selective Service physical examination.

D. Court appearance as a nonparty subpoenaed witness or as a party defendant when the lawsuit is incident to the teacher's employment provided, however, that the District shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and any witness fee paid. A teacher receiving a witness fee under this section shall endorse the check over to the District and receive the regular paycheck.

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

E. A staff member who is also a member of the U.S. armed forces may use up to 21 military days per academic school year without being charged to their personal sick or personal business day banks. Any leave days beyond this initial 21 days for a military assignment will be charged to accumulated sick and/or personal business days. For any leave days after exhausting sick and/or personal business days, there will be no compensation. In addition, supporting documentation from all used military days must be submitted to the Human Resources Department no later than 30 days after each occurrence.

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

A. To a teacher elected to a full-time public office or as an officer of the MEA or NEA provided he/she has requested the leave in writing before July 15 of the year the leave is to commence and the leave is for one (1) term of the office.

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B. A family care leave of absence to care for a sick husband/wife, son/daughter, provided the teacher has submitted written medical documentation by the attending physician that the leave is necessary and consistent with provisions under FMLA, for one (1) full semester, one (1) full school year, or the balance of a school year/ semester.

C. A child care leave of absence to care for a teacher's newborn child, or newly adopted child, provided the teacher has submitted a written request for the leave thirty (30) calendar days prior to the date of expected birth or, in the case of adoption, as soon as possible, and the leave is consistent with provisions of FMLA, for one (1) full semester, one (1) full school year, or the balance of a school year/-semester. If a teacher's leave of absence is for one (1) full school year, or the balance of a school year, then an additional one (1) full school year will be granted if requested in the original application form.

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

A. A teacher accepted in the Peace Corp, Vista, Bureau of Indian Affairs, American Dependent School, Foreign Exchange Program, or any other federally funded teaching program.

B. Study related to the teacher's field of certification.

C. Study to meet eligibility requirements for certification, other than that held by the teacher.

D. Study, research, or special training assignment involving benefits to the school system.

E. Cultural travel and work experience related to education.

15.4 All leaves of absence under Section 11.2 and 15.3 shall be governed by the following additional provisions:

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

B. Teachers granted a leave of absence must send a written notice of intent to return from the leave prior to the date October 1 or the first Monday in March specified in the Leaves of Absence Application Form set forth in Appendix D. Any teacher on leave who fails to timely provide the written notice of intent to return, or timely request an extension, by the date specified in the Leaves of Absence Application Form, shall be considered terminated and the School District shall have no further obligations to said teacher. If a teacher is not terminated, or if the termination is set aside or is held invalid, then the teacher shall have his/her seniority date set back to zero and shall be treated for seniority purposes as a new employee.

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C. If a teacher's leave of absence was for the first full semester or an FMLA, the teacher shall be returned to a position and every effort will be made to return the teacher to the same assignment. If a teacher's leave of absence is for the balance of the school year or one (1) full school year, then the teacher shall be returned to a position. In all other cases a teacher returning from a leave of absence will only be returned to a vacancy.

D. Leaves of absence under this Section may be extended beyond the termination date, but not to exceed an additional one (1) year, upon application to and approval by the School District. Requests for extensions must be made prior to the date October 1 or the first Monday in March specified in the Leaves of Absence Application Form.

E. A teacher on an approved leave of absence shall be considered an employee of the School District. During the approved leave of absence, the teacher may continue hospitalization coverage, if allowed by the district healthcare provider at the same person rate, by paying to the School District the cost of the monthly premium.

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

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

15.7 Teachers are permitted three (3) days per year for personal business, not deductible from sick leave, to transact business that cannot be conducted after school hours or on weekends. Notification for such leave shall be given to the Building Principal one (1) day in advance, when possible.

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

Personal business days shall not be used to extend a scheduled break.

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

15.8 Sabbatical Leave.

A. Authorization.

1. Sabbatical leave of absence may be granted to members of the teaching staff of the Southgate Community School District. The granting of such leaves is subject to the approval of the Board upon recommendation of the Superintendent, when in its considered judgment the professional competence

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of the staff member and the general welfare of the public schools will be benefited.
2. The rules and regulations of the Southgate Community Sabbatical Leave Program are authorized and shall be interpreted in accordance with the Michigan Statutory provisions and any amendments thereto.

B. Eligibility and Qualifications.

1. Any teacher employed by the Southgate Community School District who meets the qualifications shall be eligible to apply for Sabbatical Leave subject to the following conditions and requirements:

- a. Applicant must hold a Life or Professional Certificate and a Master's Degree.
- b. Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the Southgate School District. A leave of absence without pay, granted by the Board, shall not be deemed a break in continuity of service required by this section.
- c. Sabbatical Leaves of Absence may be granted to one percent (1%) of the members of the total teaching staff; excepting, that not more than (1) such leave shall be granted to any of the three (3) levels of instruction in any one (1) year; excepting further, that the Board may, for exceptional reasons in the event of a lack of qualified applicants, increase the number of such leaves at any level.
- d. A Sabbatical Leave may be granted for a period of not less than one (1) full semester nor for more than three (3) full consecutive trimesters.
- e. The applicant signs an Agreement to return to service with the Southgate Board of Education immediately upon termination of Sabbatical Leave and to continue in such service for a period of two (2) years (unless causes beyond the teacher's control prevent), or to refund any compensation received from the Board while on leave.

C. Purposes of Sabbatical Leave.

1. Sabbatical Leave is given to teachers to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study and/or research. Applications for Sabbatical Leave or other types of experiences will be considered on their merits and may be approved by the Board of Education upon the recommendation of the Superintendent.

2. The following information shall be presented in the application as evidence of the employee's plan to fulfill the purposes of the leave:

- a. For Formal Study - A program of work should be outlined which will qualify the applicant for a higher credential in his/her profession or a program of recognized courses relating to the present or prospective service of the applicant in his/her profession.
- b. For Research - the proposed project shall be outlined and approved in relation to the present or prospective service of the applicant in his/her profession.

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D. Applicant Requirements and Procedures.

1. Application for Sabbatical Leave must be filed on the prescribed forms with the Superintendent. The due date of such forms shall be February 1 for leave beginning with the first semester and September 15 for leaves beginning with the second semester. Notice shall be given to the applicant within fifteen (15) days of filing in cases when applications are rejected by the Superintendent. Forty-five (45) days after due date, the Board shall notify the applicant of their decision.

a. Approval of a Sabbatical Leave by the Board will be contingent upon securing an employee qualified to assume the applicant's duties.

b. A Sabbatical Leave once granted may not be terminated before the date of expiration.

E. Requirements and Status while on Sabbatical Leave.

1. Financial Policies:

a. An employee on Sabbatical Leave shall be paid at one-half (2) the contract salary in effect during the time of the leave. This contract salary does not include remuneration for extra duties. Such payment is to be made in two equal installments, one-half (2) at the end of the first semester of the leave and the balance at the end of the leave after all requirements have been fulfilled.

b. A term of Sabbatical Leave shall entitle an employee to an automatic salary schedule increment at the beginning of the next full year of school following the return to service in the system.

c. All current insurance benefits shall be granted to teachers on Sabbatical Leave.

F. Reports Required on Sabbatical Leave.

1. An employee on Sabbatical Leave shall report to the Superintendent as follows:

a. An interim report shall be filed at the midpoint of the period for which the leave is taken. This report shall contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.

b. A final report shall be filed with the Superintendent including the names of the institutions attended, courses pursued, credits received, experience gained, together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experiences gained may be applied to the benefit of the School District.

c. The Superintendent may require, and the employee shall promptly furnish such additional reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and

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all the requirements of the leave. In the event that the Superintendent shall find that the employee is not fulfilling the agreement or is dilatory in any respect, the entire sum paid to the employee by the Board shall become immediately due and all future payments shall cease. When an employee completes the planned program of the leave, but does not return to service with the Southgate School District, the teacher shall within one (1) year repay the Board the amount received during the Sabbatical Leave.

G. Requirements and Status Upon Returning from Sabbatical Leave.

1. At the expiration of a Sabbatical Leave the employee shall be restored to the previously held position or to a position of like nature, seniority, status and pay; provided, that the employee remains eligible for reinstatement under other rules and regulations of the Board.

2. If an employee does not remain in the employ of the Southgate Community School District two (2) years immediately following a Sabbatical Leave, the teacher shall within two (2) years repay the Board the amount of money which has been granted. This rule does not apply in cases wherein the person becomes incapacitated to work.

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**ARTICLE XVI DISCIPLINE OF NON-TENURE TRACK PERSONNEL AND
PERSONNEL FILES**

16.1 As defined in the Teacher Tenure Act, a discharge or demotion (a reduction in Appendix A's salary compensation) of a tenure teacher can be appealed to the Superintendent.

Upon the filing of written tenure charges with the Board of Education and the service of the charges upon the tenure teacher, the teacher may request, under the Teacher Tenure Act, a tenure hearing before the Board of Education.

16.2 Non-tenure-track members shall not be given a written disciplinary reprimand that is arbitrary or capricious.

16.3 Upon the teacher's request, and in his/her presence, a complete review of one's personnel files will be made with respect to charges. At the teacher's request, a representative may be present.

16.4 The Board of Education may adopt reasonable rules and regulations not in conflict with the terms of this Agreement governing the discipline of teachers.

16.5 During referral of a student discipline problem, at no time will a teacher be placed in a position of having to defend himself outside the privacy of the administrator's office.

16.6 Both parties recognize and understand that both teachers and administrators shall demonstrate the highest standards of ethical and professional conduct in the presence of students.

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ARTICLE XVII CONTINUITY OF OPERATIONS

17.1 When severe weather makes it impractical to hold regular classes, school closing will be reported to Detroit Media Services. The announcement will be called in as soon as the decision is made in the hope that it can be broadcast as early as the station will make the announcement.

17.2 Hazardous conditions in a limited area of the district due to flooding or other unsafe road conditions shall be taken into consideration in the closing of the individual schools.

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

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ARTICLE XVIII SCHOOL CALENDAR

District and UTS leadership shall jointly develop the school calendar annually in compliance with state and county requirements.

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ARTICLE XIX PROFESSIONAL COMPENSATION

19.1. The annual salaries of teachers covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement

19.2. Pay period: The individual teachers shall have the following options as to the payment of their annual salaries:

- A. Twenty-one (21) equal payments, September to June
- B. Twenty-six (26) equal payments annually or on a twenty-seven (27) equal payment pay schedule when calendar anomaly requires. See pay calendar in Appendix G.
- C. Twenty-one (21) equal payments, September to June and one lump sum payment (equal to five checks on the last payday of the school year).
- D. Teachers employed after June 2004 will default to Option B above.

19.3. A salary increment shall be granted to a teacher who completes one-half (1/2) of the duty days for that school year.

19.4. The extra duty assignment and pay of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement, and shall be based on the BA step O contained in Appendix A. Appendix B payments may be processed on a day on which regular payroll is not processed.

19.5. Credit for teaching experience outside the School District should be evaluated by the Superintendent of Schools or designee, and up to five (5) years may be allowed on the salary schedule whenever the prior services of the teacher are deemed satisfactory. Additional credit beyond this 5-year limitation, and outside teaching experience gained after a teacher was first employed by the School District, may be granted in the sole discretion of the Superintendent of Schools, or designee.

19.6. In the event of annexation, teachers in the annexed district shall be placed at the same pay step that they would have had annexation not taken place.

19.7. When it becomes necessary for a teacher to take an additional class period or portion of a class period because a substitute teacher cannot be obtained, additional pay will be at the rate of \$40.00 per hour.

19.8. When a teacher of the School District is required to drive between schools, the teacher will be compensated at the rate allowed by the Internal Revenue Service for mileage business deduction.

19.9. The School District agrees to hire regular contract teachers to fill vacancies caused by resignation, retirement, or dismissal of a bargaining unit member or the creation of a new position if such vacancy is known to be a semester, its equivalent, or more.

19.10. The teacher's copy of record earnings and deductions shall include the teacher's

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name, total year's earning to-date, the deductions to-date for federal income tax, FICA, retirement, and state income tax, as well as the normal bi-weekly earnings and personal deduction amount. Remuneration earned above the basic contractual salary shall be paid at the end of the activity or assignment (to follow past practices), excluding conference/preparation hour pay.

19.11 Teachers who are required to perform their regularly assigned work for an extended school calendar year shall be paid at their per diem rate of their then current salary. Teachers engaged in district-approved, full-day professional development, training, kindergarten screening, or other district-approved work shall be paid \$200 per day. Teachers performing district-level approved work after hours, such as an art show or kindergarten round-up, shall be paid at a rate of \$35 per hour.

All references to compensation in contract language, letters or memos of understanding, or grievance resolutions, not otherwise integrated into the contract, are considered permanently removed.

19.12 In order to receive compensation for college hours earned, a teacher must submit either a transcript of credits or an official grade report from the college or university at which the teacher is earning his/her degree. This must be in the Superintendent's office prior to the review. Earned credits shall be reviewed twice a year - October 31 and April 30. Credits submitted by October 31 will earn 100% of the contracted amount. Additional credits submitted between November 1 and April 30 shall earn 50% of the contracted amount for that school year, and 100% for the subsequent years. Said adjustments shall be retroactive to the first pay period of said semester.

19.13 In order to participate in the remuneration for additional college preparation, a teacher must have earned credits in specialized graduate courses relevant to his/her area of instruction or be pursuing a planned course of study at a college or university accredited for teacher education. The credits must have been earned in a 500 level (or equivalent) or higher.

19.14 Academic credits earned beyond a Bachelor's Degree or Master's Degree, and earned in compliance with Subsections 12 and 13, shall be paid at the rate of \$35.00 per credit hour, not to exceed thirty (30) credit hours.

19.15 GSRP teachers without teacher certification will not advance steps on the UTS salary schedule. GSRP teachers will work 180 days, with the start and end dates outlined in the UTS collective bargaining agreement. GSRP teachers will follow the student calendar established for the GSRP program.

19.16 Lane changes between Bachelor's scale of pay and Master's scale of pay are applied twice per year, on the first pay in September and the first pay in February. Official documentation of the lane changes must be provided no later than one week before the pay on which the lane occurs.

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ARTICLE XX RETIREMENT AND TERMINAL PAY

20.1 Terminal pay shall be granted to employees who are eligible at the time of retirement, and make application, for the Michigan School Employees Retirement Fund benefits. Such pay shall be 1/3 of accumulated sick days multiplied by the teacher's current daily rate of pay. In addition, those employees that provide the district with written notice of retirement by no later than the first Monday in March shall receive an additional incentive payment of \$1,000. UTS members who provide notice of retirement by the first Monday of March, for retirements occurring after June 30 and before December 31 of that same calendar year, will receive the retirement notice incentive described in Article 20.1.


For members with 15 years of service credit in Southgate Community Schools, as assessed on February 1, 2023, the accumulated sick day bank may not exceed 190 days. For members with more than 15 years of service credit in Southgate Community Schools, as assessed on February 1, 2023, the accumulated sick bank may not exceed 220 days. On February 1, 2025, the accumulated sick day bank shall be reduced to not exceed 190 days. At that time, days in excess of this 190-day limit shall be removed and not available for terminal pay.

20.2 Terminal pay shall be granted teachers who leave prior to retirement provided their resignation meets the severance requirements as stipulated in the Michigan Teacher Tenure Act, providing notice at least 60 days prior to September 1 of the new school year. Such pay shall be an amount equal to one-fifth (1/5) of accumulated sick days times the teacher's current daily rate of pay. Effective February 1, 2024, this amount will be capped at \$15,000.

20.3 Upon the death of a teacher, regardless of years of service, the beneficiary or estate shall be paid one-half (1/2) of the deceased's accumulated sick days at the deceased's daily rate of pay.

20.4 Options for pay out of terminal pay:

- A. Employee Elective Deferral of Termination Pay The Employee may choose to receive Termination Pay in cash compensation or to defer such pay to a §403(b) account selected by the employee. Employee must sever employment with the Employer during the contract year and be eligible to apply for and commence their retirement from the state sponsored retirement system. The compensation shall equal the accumulated leave days (Termination Pay) benefit which is specified in this section of the Collective Bargaining Agreement. The Employer shall deposit the deferral no later than 2 ½ months or the end of the calendar year, whichever is longer, following the employee's severance date.
- B. Cash Option Each employee may receive cash in lieu of or as an alternative to any of the Benefits described in this section.
- C. Contribution Limitations In any application year, the maximum Employee Elective Deferral shall not cause an employee's §403(b) account to exceed the applicable contribution limit under §402(g) of the Internal Revenue Code of 1986, as amended (the "Code"), as adjusted for cost-of-living increases.
- D. §403(b) Accounts Employee deferrals shall be deposited into the §403(b) account selected by the employee to receive Employee Elective Deferrals.
- E. This Article shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.

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ARTICLE XXI CASES OF ASSAULT, INJURY, AND
COMPLAINTS CONCERNING SCHOOL PERSONNEL

21.1 Any case of assault upon a teacher shall be promptly reported to the Principal or Supervisor. If unprovoked by the teacher, as determined by investigation involving, but not limited to the teacher, Principal, Supervisor, Superintendent, and Building Representative, the School District shall provide legal counsel to advise the teacher of one's rights, and responsibilities with respect to such assault. If the assault is unprovoked, as determined above, the School District shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

21.2 Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention with name of complainant. A teacher shall be deemed innocent of any and all charges until proven otherwise.

21.3 Any notice based upon a complaint by a parent of a student directed toward a teacher which is to be placed in the teacher's personnel file shall be promptly brought to the teacher's attention and signed by the teacher indicating the report has been seen and read.

21.4 If a teacher is injured while in the line of duty, expenses incurred for medical, dental, surgical, hospital care, etc., as stated in the Worker's Compensation Act and Rules of Practice shall be provided by the School District. Said teacher shall be compensated the difference between Worker's Compensation and contractual pay. This difference shall be made up from the sick bank. The teacher shall endorse checks from Worker's Compensation carrier to the Southgate Board of Education and will receive a regular paycheck. The teacher will receive all fringe benefits and shall not suffer loss of accrued sick leave days for the duration of the injury.

21.5 Only when a teacher is absent from duty because of injury from an unprovoked attack during the normal teaching hours or while performing extra assigned duties at school functions, the School District shall pay the difference between Worker's Compensation received and the teacher's regular contractual weekly salary.

21.6 Time lost by a teacher in connection with any unprovoked assault covered by Worker's Compensation claim shall not be charged against the teacher or the sick bank.

21.7 The School District will reimburse any teacher for loss of or damage to personal clothing resulting from an unprovoked attack by a student when the teacher is performing assigned duties.

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ARTICLE XX - INSURANCE

22.1 Health Care Insurance

- A. For members under contract, the school district agrees to provide health insurance as described in Appendix H.
- B. The medical and prescriptions plans will remain in effect until both parties mutually agree to review other insurance options.
- C. The Employer may implement health care cost limitations as stated in section 3 of 2011 PA 152, MCL15.563. However, any amendments to the Act will be made effective at the end of the contract plan year.

22.2 The School District will select an insurance carrier and pay the premiums to provide thirty-five thousand (\$35,000.00) dollars of term life insurance for full-time teachers. The insurance shall provide double indemnity protection in the event of accidental death.

22.3 The School District will select an insurance carrier and pay the premiums to provide a long-term disability policy that contains, among other provisions, the following:

- A. Benefit of 66½ % of the teacher's salary not to exceed \$3,400 per month for a 12- month period.
- B. The benefits shall continue until the teacher becomes age 65.
- C. Shall cover existing conditions.
- D. Shall cover both occupational and non-occupational disabilities.
- E. Contain an occupational rehabilitation waiver of no more than three (3) years.
- F. Shall have a 90-day (calendar days) waiting period before the teacher is eligible for benefits.
- G. Shall have an additional 20-day (calendar days) waiting period for recurrence of the same disability.
- H. Shall cover disabilities that result from illness or injury.
- I. Social Security freeze.

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

- A. 80% of the basic dental, diagnostic and preventive services shall be paid by the carrier (maximum benefit \$1,000 per person per year). Exclusions are:
 - 1. Oral Hygiene Instruction.
 - 2. Experimental Treatment.
 - 3. Dietary Planning.

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4. Cosmetics.

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

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

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

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

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

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

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

22.8 The School District shall make the payments of the insurance premiums listed above for each full-time teacher to assure insurance coverage for a 12-month period commencing September and ending August 31 the next school year for all full-time teachers who have completed their contractual obligations.

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

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

22.10 A teacher may elect to waive the coverage provided in 22.1 above and receive four thousand dollars (\$4000) per year, which shall be available to any member of the bargaining unit eligible for such coverage. This amount (\$4000) will continue to be prorated for part-time employees and employees not working a full year. This benefit shall only be available to a teacher who has or can obtain medical coverage from another source other than the Southgate Community School District, or a spouse. Persons making this election will receive

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a \$4,000 stipend for the plan year January 1st through December 31st, each December on a separate check, (with a pro-rated amount for December of 2018).

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

22.12 The School District agrees to participate in an Internal Revenue Service approved flexible spending plan for unreimbursed dental, vision, health, child care, or any other mutually agreed upon expenses for employees electing to participate. As of January 1, 2014 the district will provide limited flexible spending plans as allowable with health savings accounts.

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ARTICLE XXIII GRIEVANCE PROCEDURE

23.1 A grievance is defined as a complaint involving the work situation or that there has been a deviation from, or misinterpretation or misapplication of a practice or policy concerning teacher rights and/or responsibilities, or that there has been a violation of an article(s) and section(s) of this Agreement. A grievance involving the work situation, or a practice or policy concerning teacher rights and responsibilities, may be processed through Level II. A grievance alleging a violation of an article(s) and section(s) of this Agreement may be processed through Levels III and IV.

23.2 An individual teacher presenting a grievance on one's own behalf, within the meaning and application of the Provision of Section II or Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, shall not be accompanied by nor represented by an officer, executive, delegate, representative or agent in any capacity of any organization other than the Union and may process their grievance up to Level II as defined by article 23.4.

23.3 LEVEL I. Within ten (10) school days of the occurrence of an alleged violation of this Agreement, the teacher with the grievance shall first discuss the matter with the Principal or Supervisor, either individually or accompanied by the Union Representative, with the object of resolving the matter informally.

23.4 LEVEL II. If, as a result of the informal discussion with the Principal or Supervisor, a grievance still exists, the teacher shall file the written grievance with the Superintendent of Schools, or designee, within five (5) school days after the Supervisor's oral answer. The grievance shall be submitted on the form set forth in Appendix C of this Agreement, correctly filled in, signed by the grievant and a representative of the Union, which form shall be available from the Union Representative in each building. A copy of the grievance form shall be delivered to the Building Principal or Supervisor. This formal grievance shall be the official grievance at all future levels of the grievance procedure.

Within ten (10) school days of receipt of the grievance, the Superintendent of Schools, or designee, shall meet with the Union and the grievant in an effort to resolve the grievance. The Superintendent of Schools, or designee, shall indicate the disposition of the grievance in writing within ten (10) school days of such meeting and shall furnish a copy thereof to the Union and the grievant.

23.5 LEVEL III. If the grievance alleges a violation of an article(s) and section(s) of this Agreement, then within ten (10) school days of the receipt by the Union of the Superintendent's or designee's answer to the grievance, the Union shall decide whether or not there has been a violation of an article(s) and section(s) of this Agreement.

23.6 LEVEL IV. If the Union decides there has been a violation of this Agreement, it shall be submitted to arbitration by filing a Demand for Arbitration with the American Arbitration Association. The Demand for Arbitration shall be filed within twenty (20) calendar days after the Superintendent of Schools, or designee's, written answer in Level II.

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

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

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

23.7 The following matters shall not be the basis of a grievance nor shall the Arbitrator rule on any of the following:

- A. The termination of services or failure to reemploy any teacher to a position on the extra-curricular schedule, (Appendix B).
- B. Any matter involving the contents of a teacher's evaluation, layoff, recall, assignment, placement, merit pay, discipline, discharge, or any other subject prohibited by law.
- C. The discharge or refusal to employ, or re-employ a probationary teacher.

23.8 Both parties and the aggrieved teacher agree to be bound by the award of the Arbitrator if within the scope of his/her authority and agree that judgment thereon may be entered in any court of competent jurisdiction.

23.9 The time limits provided in this Article shall be strictly observed by all parties involved but may be extended by written agreement of the parties. If the time limits are not observed by the School District representatives, the grievance shall be timely filed at the next step. If the time limits are not observed by the union representatives, the grievance shall be considered withdrawn.

23.10 A grievance involving teachers in more than one (1) school building may be filed by the Union at Level II. The grievance shall be submitted on the form set forth in Appendix C, correctly filled in and naming the teacher involved, and signed by the Union President, or designee. The grievance shall be filed within ten (10) school days of the occurrence of the alleged violation. The Superintendent, or designee, shall meet with the Union as provided for in Level II and the remaining provisions of Level II and all other Levels shall apply.

23.11 No decision in any one grievance shall require a retroactive wage adjust in any other grievance, unless such grievance has been designated as the representative grievance by mutual written agreement by the parties.

23.12 Any grievance settlement reached between the District and the Union is binding on all teachers affected and cannot be changed by any individual.

23.13 No disciplinary grievance shall be filed or processed further by any non-tenure track member or the Union after the effective date of the aggrieved member's resignation or retirement unless part of a class action involving current members.

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23.14 Duplicate grievance forms should be provided to accompany the grievance through administrative channels (levels) and Union channels (levels). Duplicate signatures shall be affixed to all levels.

23.15 If a grievance occurs after April 1, then the time limits set forth in all Levels under "school days" shall be amended to read business days when the district central office is open.

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ARTICLE XXIV NEGOTIATION PROCEDURES

24.1 In any negotiations between the parties, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the teachers in the bargaining unit voting in the election, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

24.2 Submission of all tentative Agreements reached by both parties and duly signed will constitute the contract submitted to the respective parties for ultimate ratification. Any omissions of sections or articles heretofore agreed to and signed by both parties will be considered part of the negotiated document and will be submitted for ratification to both parties within fifteen (15) days after notification of the omission/ omissions by either party.

24.3 The parties recognize that State law requires that the following provision be included in this collective bargaining agreement: An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. The Union does not agree that this provision is legal, and reserves its right to challenge the same.

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ARTICLE XXV CLASS SIZE

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

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

In addition, it shall be the goal of the school district for grades K-2 to have a teacher-pupil ratio of 1: 25-27; grades 3-5 a teacher-pupil ratio of 1: 28-30; grades 6-12 a teacher pupil ratio of 1: 32-35.

Should it become necessary to exceed the above stated ratios, the UTS Staffing Committee and Central Office will meet with the affected teacher and building principal to discuss possible interventions. The UTS Staffing Committee will provide a list of suggested interventions prior to this collaborative meeting. Each case exceeding the above stated ratios will be treated on an individual basis. The affected teacher maintains the right to appeal, in writing, any decision reached. Such appeals may be made to the Superintendent and/or the Board of Education.

Until January 31, 2024, K-2 elementary teachers with a class size of more than 27 students and 3-5 elementary teachers with a class size of more than 30 students will be given monetary compensation in the amount of five dollars and fifty cents (\$5.50) per day per students. Secondary teachers (6-12) with class sizes in excess of 35 students will be given monetary compensation in the amount of one dollar (\$1) per day per student. Payments will be made at the end of the first semester and the end of the year. Classes that the Union and the District agree are "non- traditional" such as physical education, band, choir, etc. are exempt from this provision. The district shall have 10 school days after the first day of each semester to remedy class size based on contractual limits. Every attempt will be made to abide by the standards, but at no time shall exceed the number of student stations available in activity of laboratory type courses.

Effective February 1, 2024, K-2 elementary teachers with a class size of more than 27 students and 3-5 elementary teachers with a class size of more than 30 students will be given monetary compensation in the amount of \$500 per student, per semester, as measured by the average of the number of students on count day and again 30 days later. Secondary teachers (6-12) with class sizes in excess of 35 students will be given monetary compensation in the amount of \$92 per student, per semester, as measured by the average of the number of students on count day and again 30 days later. Payments will be made at the end of the first semester and the end of the year. Classes that the Union and the District agree are "non- traditional" such as physical education, band, choir, etc. shall be capped at 40.

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

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

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

ARTICLE XXVI STRIKES

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

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ARTICLE XXVII MISCELLANEOUS PROVISIONS

27.1 This Agreement incorporates the entire understanding of the parties on all issues that were the subject of negotiations.

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

27.2 This Agreement shall supersede any rules, regulations, or practices of the Board that shall be contrary to or inconsistent with the terms of this Agreement.

27.3 The parties did not intend any provision of this Agreement to be contrary to the rights of a teacher, Union, School District, or School Board under the Michigan General School laws or the Constitution of Michigan or the Constitution of the United States. If any Article or Section of this Agreement or any Appendix thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

27.4 In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction or an appeal to a court of last resort, such decision shall necessitate immediate renegotiation of this provision. However, all other provisions of this Agreement shall continue in effect.

27.5 The School District and the Union agree not to discriminate against any employee on the basis of race, creed, color, sex, national origin, marital status, or disability. An alleged violation of this Section may be processed in the appropriate Federal/State administrative or judicial forums.

27.6 As provided for in Article 111, Section 1 of the Teacher Tenure Act, any teacher employed other than as a classroom teacher shall not be deemed to be granted continuing tenure in such capacity but shall be deemed, after completing the probationary period, to have continuing tenure as a classroom teacher.

27.7 The School District and the Union shall abide by the Americans with Disability Act.

27.8 Union members are required to attend one staff meeting per month. These meetings may last up to 45 minutes. In return for this extra time spent in staff meetings, members will be released for four (4) half-days indicated as "Records Days" on the school calendar. Three (3) half-day work days will be scheduled annually for professional collaboration, district-assigned department work, curriculum training and/or other district initiatives.

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ARTICLE XX.VIII DURATION OF AGREEMENT

28.1 This agreement shall be effective as of February 1, 2023, and shall continue in effect until the 31st day of January, 2026. At midnight, January 31, 2026, this Agreement shall terminate. Parties agree to re-open this contract each October exclusively for the purpose of negotiating health insurance.

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

For Southgate Community Schools:



Board of Education President



Superintendent

For United Teachers of Southgate:



UTS President



UTS Vice President

APPENDIX A - BASE SALARY SCHEDULE

FEBRUARY 1, 2023 – JANUARY 31, 2024

BA-00	\$43,760	MA-00	\$48,470
BA-01	\$45,442	MA-01	\$50,360
BA-02	\$48,414	MA-02	\$53,620
BA-03	\$51,302	MA-03	\$56,880
BA-04	\$54,226	MA-04	\$60,137
BA-05	\$56,778	MA-05	\$63,396
BA-06	\$60,076	MA-06	\$66,654
BA-07	\$62,999	MA-07	\$69,913
BA-08	\$65,924	MA-08	\$73,169
BA-09	\$68,847	MA-09	\$76,430
BA-10	\$71,770	MA-10	\$79,688
BA-11	\$75,547	MA-11	\$82,811
BA-12	\$76,717	MA-12	\$86,906
		MA-13	\$93,600

FEBRUARY 1, 2024 – JANUARY 31, 2025

BA-00	\$45,510	MA-00	\$50,409
BA-01	\$47,260	MA-01	\$52,374
BA-02	\$50,351	MA-02	\$55,765
BA-03	\$53,354	MA-03	\$59,155
BA-04	\$56,395	MA-04	\$62,542
BA-05	\$59,049	MA-05	\$65,932
BA-06	\$62,479	MA-06	\$69,320
BA-07	\$65,519	MA-07	\$72,710
BA-08	\$68,561	MA-08	\$76,096
BA-09	\$71,601	MA-09	\$79,487
BA-10	\$74,641	MA-10	\$82,876
BA-11	\$78,569	MA-11	\$86,123
BA-12	\$80,169	MA-12	\$90,382
		MA-13	\$97,812

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FEBRUARY 1, 2025 – JANUARY 31, 2026

BA-00	\$47,330	MA-00	\$52,425
BA-01	\$49,150	MA-01	\$54,469
BA-02	\$52,365	MA-02	\$57,995
BA-03	\$55,488	MA-03	\$61,521
BA-04	\$58,651	MA-04	\$65,044
BA-05	\$61,411	MA-05	\$68,569
BA-06	\$64,978	MA-06	\$72,093
BA-07	\$68,140	MA-07	\$75,618
BA-08	\$71,303	MA-08	\$79,140
BA-09	\$74,465	MA-09	\$82,667
BA-10	\$77,627	MA-10	\$86,191
BA-11	\$81,712	MA-11	\$89,191
BA-12	\$83,777	MA-12	\$93,998
		MA-13	\$102,214

Each teacher who has taught 20 years in the district shall be compensated an additional \$1,000.00 per year and teachers who taught 25 years of service shall receive \$1,500.00 per year.

A total of \$1,500.00 will be divided equally each school year between all members rated Highly Effective on their year-end annual evaluation or teacher (including teachers that are "Highly Effective Educator Exempt" during years between biennial evaluations).

Both parties agree to meet to discuss solutions should the audited district fund balance drop below 5%.

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APPENDIX B EXTRA ACTIVITIES SCHEDULE

The Appendix Schedule B for athletics will be reviewed annually to determine which positions will be available for the athletic season. If a team or a position does not run for a season, the stipends listed will not be paid out and longevity will not accrue. If a structure of a program is substantially changed, so that it will change and/or redistribute current pay rates, the District and the Association will meet to negotiate these changes.

APPENDIX B EXTRA ACTIVITIES SCHEDULE

Activity	Coach	Pay Amount	Activity	Coach	Pay Amount
Football			Volleyball		
Varsity	Head Coach	6,000	Varsity	Coach	5,000
	Assistant Coach	4,000		Assistant Coach	2,000
	Assistant Coach	3,500	JV	Coach	4,000
	Assistant Coach	2,000		Assistant Coach	2,000
	Assistant Coach	1,500			
JV	Head Coach	5,000	Freshman	Coach	4,000
	Assistant Coach	3,500		Assistant Coach	2,000
	Assistant Coach	2,000	8 th grade	Coach	2,000
Freshman	Head Coach	3,500	7 th grade	Coach	2,000
	Assistant Coach	2,000			
Middle School	Head Coach	3,500			
	Assistant Coach	1,700			
	Assistant Coach	1,200			
Baseball			Softball		
Varsity Baseball	Coach	4,000	Varsity Softball	Coach	4,000
	Assistant Coach	2,500		Assistant Coach	2,500
	Assistant Coach	2,500		Assistant Coach	2,500
JV Baseball	Coach	3,000	JV Softball	Coach	3,000
	Assistant Coach	2,000		Assistant Coach	2,000
Freshman Baseball	Coach	3,000	Freshman Softball	Coach*	3,000
	Assistant Coach	1,500		Assistant Coach*	1,500
8 th Grade Baseball	Coach	2,000	8 th Grade Softball	Coach	2,000
7 th Grade Baseball	Coach	2,000	7 th Grade Softball	Coach	2,000
BOYS			GIRLS		
Basketball			Basketball		
Varsity	Coach	5,000	Varsity	Coach	5,000
	Assistant Coach	2,500		Assistant Coach	2,500
JV	Coach	4,000	JV	Coach	4,000
	Assistant Coach	2,000		Assistant Coach	2,000
Freshman	Coach	4,000	Freshman	Coach*	4,000
	Assistant Coach	2,000		Assistant Coach*	2,000
8 th Grade	Coach	2,000	8 th Grade	Coach	2,000
7 th Grade	Coach	2,000	7 th Grade	Coach	2,000
Swimming			Swimming		
Varsity	Coach*	3,000	Varsity	Coach*	3,000
JV	Coach*	2,000	JV	Coach*	2,000
Middle School	Coach*	2,000	Middle School	Coach*	2,000
Tennis			Tennis		
Varsity	Coach	4,000	Varsity	Coach	4,000
	Assistant Coach	2,000		Assistant Coach	2,000
JV	Coach	3,000	JV	Head Coach	3,000
	Assistant Coach	1,500		Assistant Coach	1,500

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Soccer			Soccer		
Varsity	Head Coach	4,000	Varsity	Head Coach	4,000
	Assistant Coach	2,000		Assistant Coach	2,000
JV	Head Coach*	3,000	JV	Head Coach*	3,000
	Assistant Coach*	1,500		Assistant Coach*	1,500
Middle School	Head Coach	2,000			
Golf			Golf		
Varsity	Head Coach	3,500	Varsity	Head Coach	3,500
	Assistant Coach*	2,000		Assistant Coach*	2,000
JV	Head Coach	3,000	JV	Head Coach	3,000
	Assistant Coach*	1,500		Assistant Coach*	1,500
Track			Cross-Country		
High School	Head Coach	6,000	High School	Head Coach	4,000
	Assistant Coach	4,000		Assistant Coach*	3,000
	Assistant Coach	2,500		Assistant Coach*	1,500
	Assistant Coach	2,500			
Middle School	Coach	2,500	Middle School	Coach	2,000
	Assistant Coach	2,000			
	Assistant Coach	1,500			
Sideline Cheer			Competitive Cheer		
Fall High School	Head Coach	4,500	High School	Head Coach	4,500
	Assistant Coach*	3,000		Assistant Coach*	2,000
	JV	3,500		JV	3,500
Winter High School	Head Coach*	3,000	Middle School	Coach	2,000
Fall Middle School	Coach	2,000		Assistant Coach	1,700
	Assistant Coach	1,500			
Winter Middle School	Coach*	1,500			
	Assistant Coach*	1,000			
Hockey			Rowing		
Varsity	Head Coach	5,000	Varsity	Head Coach	5,000
	Assistant Coach*	3,000		Assistant Coach*	3,000
	Assistant Coach*	3,000			
JV	Head Coach*	4,000	JV	Head Coach*	4,000
	Assistant Coach*	2,000		Assistant Coach*	2,000
Wrestling			Bowling		
High School	Head Coach	5,000	Varsity	Head Coach	3,500
	Assistant Coach	3,500		Assistant Coach*	2,000
	Assistant Coach	2,500	JV	Head Coach	3,000
	Assistant Coach	1,500		Assistant Coach*	1,500
Middle School	Head Coach	3,000			
	Assistant Coach	1,500			
	Assistant Coach*	1,200			

On half percent (1/2%) will be added to a coach's pay for every year that person coaches in that sport and receives a satisfactory evaluation, to a maximum of five (5) years.

*Position is currently suspended.

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ACTIVITIES ASSIGNMENTS:

Yearbook Advisor	High School	10%
Yearbook Advisor	Middle School	6%
Drama Advisor	High School	7%
Choir Director	High School	3%
Band Director	High School	7%
Assistant Band Director	High School	5%
Symphony Band Director	Middle School	5%
Choreography Director	High School	2%
Color Guard Director	High School	5%
Winter Color Guard		5%
Quiz Bowl Coordinator		5%
Safety Patrol		3%
Link Crew		5%
Web Crew		5%
DECA		2%
School Development Chairs	Elementary (Per Building)	3%
	Middle School (Per Building)	3%
	High School	3%

SPONSOR ASSIGNMENTS:

Advisor, Senior Class	High School	7%
Student Council Advisor	High School	7.5%
Student Council Advisor	Middle School	7.5%
NHS	High School	3%
JNHS	Middle School	3%
DC Trip Sponsor	Middle School	\$250

OTHER ASSIGNMENTS:

Mentor Teachers shall be paid \$400 per year for two years of a three-year assignment.

Bus Duty		
Summer School		\$9 per session/day
		\$25 per hr.

Any UTS member serving as interim administrator for five or more consecutive working days will receive a weekly stipend of \$200 (without regard to holidays, breaks or no-school days other than Christmas Break, Spring Break, and Summer Recess)

DEPARTMENT CHAIRS AND DISTRICT-WIDE COORDINATORS:

English	High School	8.5%
Social Studies	High School	8.5%
Mathematics	High School	8.5%
Science	High School	8.5%
Business	High School	8.5%
Social Work/Counselor	High School	8.5%
English	Middle School	6%
Science	Middle School	6%
Mathematics	Middle School	6%
Social Studies	Middle School	6%
Language Arts	Elementary	3%
Science	Elementary	3%
Mathematics	Elementary	3%

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Social Studies	Elementary	3%
Grade Level	Elementary	3%
Foreign Language	District-Wide	3%
Special Education	District-Wide	4%

MIDDLE SCHOOL COORDINATOR

For those subjects that do not have a coordinator 4%

HIGH SCHOOL COORDINATOR

For those subjects that do not have a coordinator 6.5%

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

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

School development approved club/organizations - six schools	\$250
Freshman class sponsor	\$250
Sophomore class sponsor	\$250
Junior class sponsor	\$200
PASTA (Parent and Student Teacher Association)	\$1,070

DATA TEAM LEADERS

The Data Team leaders will receive the following stipends per building:

High School \$3,111 divided by no more than seven (7) members
 Davidson Middle School \$1,067 divided by no more than two (2) members

Each elementary building \$1749 divided by no more than three (3) members

ROBOTICS

ELEMENTARY COORDINATOR/COACH - \$3,800

ELEMENTARY COACH - \$1,500

MIDDLE SCHOOL COORDINATOR/COACH - \$3,000

HIGH SCHOOL COORDINATOR/COACH - \$4,000

HIGH SCHOOL ASSISTANT COACH - \$1,500

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APPENDIX C GRIEVANCE FORM

GRIEVANCE NUMBER _____ Date: _____

Supervisor:

Assignment

Grievant:

Building

REASON FOR GRIEVANCE (Statement of Facts):

(ATTACH ALL SUPPORT)

ARTICLES & SECTION VIOLATED

ACTION REQUESTED (Relief Sought)

Signature of Employee

Signature of UTS Representative

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STEPS IN RESOLUTION OF GRIEVANCE

LEVEL 1

VIOLATION DATE _____

ORAL DISCUSSION DATE _____ GRIEVANT'S SIGNATURE _____

ORAL ANSWER DATE _____ SUPERVISOR'S SIGNATURE _____

LEVEL II

DATE RECEIVED _____ SUPERVISOR'S SIGNATURE _____

MEETING DATE _____ SUPERVISOR'S SIGNATURE _____

_____ GRIEVANT'S SIGNATURE _____

DATE ANSWERED _____ SUPERVISOR'S SIGNATURE _____

DATE RECEIVED _____ GRIEVANT'S SIGNATURE _____

ATTACH ALL SUPPORTING PAPERS

DESCRIPTION OF SUPPORTING PAPERS

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

ATTACHED BY: SIGNATURE _____ DATE _____

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APPENDIX D LEAVE OF ABSENCE AGREEMENT FORM

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

1. This Leave of Absence shall be from _____, 20__ to _____, 20__.
2. The Employee shall report to work on the first teacher work day after the expiration of the Leave of Absence.
3. The Leave of Absence shall be without wages and paid fringe benefits. Sick days and salary increments shall not accrue.
4. Notwithstanding any of the Articles and Sections of the Collective Bargaining Agreement to the contrary, the Employee shall notify, in writing, on or before _____ * the Personnel Office of the School District whether the Employee intends to return to active employment with the School District, in writing, by _____ * of the Employee's intention to teach or request an extension, said failure shall result in the Employee's termination and the School District shall have no further obligations to the Employee. If the Employee is not terminated, or if the termination is set aside or is held invalid, then the Employee shall have his/her seniority date set back to zero and shall be treated for seniority purposes as a new employee.

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

5. Upon return to active employment, the Employee shall be placed upon the same position in the salary schedule he/she held prior to the commencement of the leave and that his/her sick days shall be restored to the number of days held prior to commencement of the leave.
6. This form shall be used if an application for an extension of the employee's leave of absence (15.2 and 15.3) is approved in conformance with the terms and conditions of the Collective Bargaining Agreement.

United Teachers of Southgate

Employee

Date

District

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

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APPENDIX E TRANSFER REQUEST

SOUTHGATE COMMUNITY SCHOOL DISTRICT

TRANSFER REQUEST FOR THE _ _ SCHOOL YEAR

Due: 1st Monday in March, 20__

NAME _____

PRESENT BUILDING _____

PRESENT ASSIGNMENT _____

SENIORITY NUMBER _____

CERTIFICATION & ENDORSEMENTS _____

PLEASE CHECK APPROPRIATE BOX(ES)

I request a transfer to:

___ Elementary ___ Middle School ___ High School

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

K	1	3	5
RR	2	4	

request a transfer to teach _____
Subject Matter(s)

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

6-8 9-12

Other _____

I understand that after the first Monday in March, 20____, this transfer request cannot be withdrawn and if my transfer is granted, it is binding on me.

Signature

Date

Original: Human Resources Office
Copy: UTS Staffing Chairperson

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APPENDIX F WORKDAY

The workday for Monday through Friday shall be as follows:

A. The workday at the high school shall be:


7:15 a.m. Teachers' report/duty time
7:20 a.m. Students' instructional time begins
2:14 p.m. Students' instructional time ends
2:29 p.m. Teachers' duty time/end of workday

B. The workday at the building housing grades 6 and 8 shall be:

7:40 a.m. Teachers' report/duty time
7:55 a.m. Students' instructional time begins
2:49 p.m. Students' instructional time ends
2:54 p.m. Teachers' duty time/end of workday

C. The workday at elementary schools shall be:

8:25 a.m. Teachers' report/duty time
8:30 a.m. Students' instructional day begins
3:35 p.m. Students' instructional day ends
3:40 p.m. Teachers' duty time/end of workday

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APPENDIX G - LOST PREP TIME PAY REQUEST

Name: _____ Assignment: _____

School: _____ School Year: _____

Date of lost prep time: _____

Time of prep lost: _____ Amount of time lost: _____

Reason: _____

UTS Member Signature: _____

Principal Signature: _____

Human Resources Signature: _____

Date of Payment: _____

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APPENDIX H HEALTH INSURANCE

- I. Employees shall have the choice of the following elections.
 - A. Priority Health - HMO HSA 100% (\$1400 / \$2800) or (\$2000/\$4000)
 - B. Priority Health - POS HSA 100% (\$1400 / \$2800) or (\$2000/\$4000)
 - C. Priority Health - PPO HSA 100% (\$1400 / \$2800) or (\$2000/\$4000)

- II. The District's health insurance plan year is the calendar year. Current members of the bargaining unit that elect an HMO plan will receive a District contribution into his/her Health Savings Account equal to the amount available from the Hard Cap limit under PA 152 for the applicable calendar year after deducting the annual cost of the member's medical insurance plan for the same calendar year (both amounts are based on the level of coverage for each member). This amount will be deposited into each member's Health Savings Account on or before the third full week of January. The District contribution will be prorated on a monthly basis for members that enter employment after January 1st of the applicable calendar year.

- III. Members electing the POS or PPO plans are not eligible for the HSA incentive.

- IV. The District will provide the HSA funding vehicle for employees that choose that option to fund their high-deductible plan through payroll deductions.

- V. The benefits are offered only to those seniority employees that have a scheduled work assignment of a minimum of six hours a day and 30 hours per week

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