

MASTER AGREEMENT

BETWEEN THE

BOARD OF EDUCATION OF
SUMMERFIELD SCHOOLS

AND THE

MONROE COUNTY EDUCATION ASSOCIATION
MEA/NEA

2008-2009

2009-2010

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SUMMERFIELD SCHOOLS
Petersburg, Michigan

This Agreement entered into this 1st day of July, 2008, by and between the **BOARD OF EDUCATION OF SUMMERFIELD SCHOOLS**, Monroe County, Michigan, hereinafter called the “Board”, and the **MONROE COUNTY EDUCATION ASSOCIATION (Summerfield)**, hereinafter called the “Association,” pursuant to the provisions of the Michigan Public Employment Act, MCL 423.201, *et seq.*

ARTICLE I

Recognition

- A. The Board hereby recognizes the MCEA (Summerfield) as the sole and exclusive bargaining representative for all certificated, non-supervisory personnel under contract employed by the Board. Included in the bargaining unit are guidance counselors, media center supervisors, special education consultant, special education coordinator, band directors, and athletic director, if a teacher holds that position, substitutes with more than sixty (60) workdays of continuous employment in the same bargaining unit position. Excluded are the superintendent, assistant superintendent, principals, assistant principals, full or part-time supervisors, directors, Title I Director, Article III Director, curriculum coordinator, adult education personnel, community education personnel, recreation personnel, school nurse (unless teacher certified), ISD personnel servicing the district, substitutes and per diem personnel, teachers in programs which are not part of the regular school year (such as summer school), coaches who are not otherwise members of the bargaining unit as teachers, and all other employees of the Board or any other employer. The term “teacher,” when used in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined.
- B. The Board agrees not to negotiate with any teachers’ organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. Nothing contained herein shall be construed to deny or restrict any teacher rights and responsibilities he/she may have under the Michigan School Code of 1976. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

Board Rights and Responsibilities

The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

ARTICLE III

Teacher Rights and Responsibilities

- A. Pursuant to Act 379 of the Public Acts of 1965; the Board hereby agrees that every teacher of the Summerfield School District shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation for mutual aid and protection. As a duly elected body exercising governmental power under cover of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan or the Constitution of the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Association members employed by the Board shall be granted the right to use the school building facilities at all reasonable hours for meetings with the prior knowledge of the administration. A limited number of speakers or resource persons may attend such meetings. No teacher shall be prevented from wearing insignia pins, or other identification of membership in the Association either on or off school premises. Bulletin boards in the teachers' workrooms and other established media of communication shall be made available to the Association and its members.

- C. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

- D. The Board shall apprise the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to consult with the Board with respect to said matter prior to their adoption and/or general publication.

- E. The Association or individual teachers agree it is neither their function nor their right to assume administrative responsibilities. No teaching staff supervisory responsibilities shall be delegated to any teacher. The teacher agrees to uphold the policies, rules and regulations of the Board.

- F. It is the responsibility of each teacher to continually improve his/her teaching ability. In addition, it is the responsibility of the Association and each individual teacher, as well as the Board of Education, to provide the highest quality educational program possible for every boy and girl in the school district.
- G. The management of students before, during and immediately after the normal work day is an integral part of every teacher's duties and they will take effective action to promote conditions in school buildings and on school property which are conducive to good discipline.
- H. The teacher's preparation time is to be used for matters of educational concern, i.e. preparation of lessons, meeting with the Superintendent, Principals, students and/or parents, make-up work, testing, completing reports, consulting with colleagues, and correcting of discipline problems.

Administrative conferences shall use no more than one preparation period per week, with five days prior notice, except in an emergency and by mutual agreement.

- I. Teachers may be required to attend the following staff meetings, which shall not last longer than one (1) hour beyond the normal classroom schedule.
 - 1. Second Wednesday afternoon of each month – Building Meeting. In the event a coach misses a teachers' meeting due to a coaching responsibility, the coach will be responsible to meet with the administrator at a mutually convenient time within the next five (5) school days.
 - 2. One General Staff Meeting per year called at the discretion of the Superintendent of Schools and with one (1) week prior notice.
 - 3. Any meeting scheduled by the Administration that is canceled because of school closings will be held on the same day of the following week. With prior knowledge of the school closing, the meeting shall be scheduled on the same day of the previous week.
- J. The Association will plan, coordinate and conduct one full day inservice each year. This day will be one of the regularly scheduled staff development days mutually agreed upon by the Association and the Administration.

ARTICLE IV

Professional Compensation

- A. The salaries of teachers covered by this two-year Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the two- (2) year term of this Agreement. Upon termination of this Agreement, either party may request the re-opening of negotiation of such Salary Schedule.
- B. The salary schedule is based upon a normal weekly teaching load, hereinafter defined, during normal teaching hours and in accordance with Schedule A.
- C. When it is necessary to compute a day's rate for purpose of pay dock and/or sick pay, the contractual salary plus the total cost for the teacher's Board paid insurance program will be divided by one hundred and eighty (180). Further to determine the hourly rate for these same purposes, the daily rate shall be divided by seven (7). A class period at the secondary level shall be construed as being one (1) hour. Each teacher shall receive a listing of his or her current number of unused sick days and personal business days at the beginning of each semester.
- D. For extra work the teacher shall be entitled to appropriate additional professional compensation. The teacher shall be paid his/her established hourly rate, in addition to his/her base salary, for all time spent after the regular school day, where attendance is not voluntary, but required, excluding those activities already covered in Schedule B. Parent-teacher conferences shall be based on the compensatory time system. The teacher shall be paid twenty-five (\$25.00) per activity, which he/she is asked to supervise outside of school hours, and excluding those in Schedule B. Extra Paid activities, as covered in Schedule B, will not be compensated for until the activity is actually underway. The percent paid for extra paid activities will be applied as explained in Schedule B.
- E. A teacher with the mutual consent of the Association and administration may engage during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- F. At the beginning of every school year, the Association shall be credited with eight (8) days to be used by teachers who are officers or agents of the Association. Such use to be at the discretion of the Association and with at least one day's advance notice to the administration. However, Association days are not to be used to support a strike or unauthorized work stoppage and shall not be taken during semester exams, parent-teacher conferences, or on other special event days.

- G. Teachers shall not be required to report more than one day prior to the beginning of classes or to remain more than one day after classes end unless adequate compensation is provided, i.e., Section D of this Article.
- H. When the counselor is authorized to attend night meetings, with other school districts, which are not associated with any position he/she might have in Schedule B, appropriate release time will be given.
- I. Each teacher may use one Professional Day to attend a teaching or coaching conference for which Professional Development or other conference funds are not available. This day will be used with the approval of the building principal and the teacher must provide verification of attendance.

ARTICLE V

Teaching Hours

- A. The teacher's normal teaching hours in the school shall be as follows:
1. Teachers check in no later than fifteen (15) minutes prior to the beginning of the students' day.
 2. Teachers will be in their rooms or immediately at their doorways or other assigned places of duty, no later than ten (10) minutes prior to the beginning of the students' day.
 3. Teachers shall leave school no earlier than ten (10) minutes after the close of the students' day, except on Fridays or on days preceding holidays or vacation, the teacher's day shall end at the close of the students' day.
 4. Teachers may leave 10 minutes after the students on both exam half-days of each semester.
 5. Teachers may leave after they checkout with the building administrator or his/her designee on the final student attendance day of each school year.

These statements will be included in the calendars for each year respectively.

- B. All teachers shall be entitled to a duty-free uninterrupted lunch period. The lunch period for elementary teachers (K-6) shall be fifty-one (51) minutes in length and the secondary teachers (7-12) shall be twenty-five (25) minutes in length.
- C. Elementary teachers will use unassigned recess and all time that their classes are receiving instruction from various teaching specialists for preparation periods. The total preparation time per week will be five 24-minute periods or the equivalent.
- D. Teachers of music, art and the laboratory sciences, all special education teachers and media center supervisors shall be provided with relief and preparation time to the same extent as are the other teachers in the district.
- E. The media center supervisor shall open the media center fifteen (15) minutes before the beginning of the school day and keep the media center open fifteen (15) minutes after the end of the school day, so that it will be available for student use during that time.

ARTICLE VI

Teaching Loads

- A. The normal weekly teaching load in the senior high school and middle school (as long as the middle school organizational system exists at Summerfield – grades 7 through 8) will be twenty-five (25) teaching periods and five (5) supervised study periods and five (5) unassigned preparation periods, or thirty (30) teaching periods and five (5) unassigned preparation periods. The normal weekly teaching load in the elementary school will be thirty (30) teaching periods. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through professional grievance negotiation procedure hereinafter set forth.

ARTICLE VII

Teaching Conditions

The parties recognize that the availability of optimum school facilities for both students and teachers is desirable to insure the high quality of education that is the goal of both the teachers and Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- A. Because the student-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible to meet the following optimum standards, but in no event shall it exceed the following maximum standards except in traditional large group instruction or experimental classes where the Association has agreed in writing to exceed these maxima.

Elementary	Optimum	Maximum
Kindergarten-Second Grade	22	27
Third Grade-Sixth Grade	25	29
Special Education	State Requirement	
Split Grade Classes	20	25

Elementary teachers who are assigned classes which exceed these maximum standards will be supplied teacher aide services for one (1) hour per day, per student in excess of the above stated maximum, but in no event shall a teacher receive more than seven (7) hours of aide service per day.

Teacher aides shall be under the joint supervision of the building administrator and classroom teacher. In the event physical education or junior high science laboratory classes exceed thirty-five (35) pupils, a high school student will be assigned as an aide to assist the teacher.

It is further agreed that split level classes at the elementary level are undesirable and will be utilized only at times of abnormal circumstances.

Secondary	Optimum	Maximum
English, Social Studies, General Education, Math, Science, Languages, Business, Keyboarding	25	30
Industrial Arts, Drafting, Home Economics	Number of Teaching Stations Available	

Secondary**Optimum Maximum**

Special Education

State Requirement

Middle School and Secondary teachers who are assigned classes, which exceed these maximum standards, will be supplied teacher aide services for one (1) hour per week, per student in excess of the above state maximum. Teachers specializing in remedial reading shall be provided a teacher aide when categorical funding becomes available. Teacher aides shall be under the supervision of the teacher.

When a study hall teacher teaches reading during the study hall period, the maximum class size is 45 students. In order to meet state mandated instruction time; reading will be scheduled to be taught during study hall classes to the extent needed to comply with this state mandate. (This would also include up to an additional 30 hours per year for time when school instruction is not held during scheduled hours, i.e. fog days, inservice time.)

- B. Resource room services shall be provided for those students who are eligible for such instruction. In classrooms where special education students are “mainstreamed” (this does not include students who have been identified for resource room placement) appropriate consideration will be given to lowering class size to accommodate additional time requirements to deal with learning disabled students. Finances, scheduling and other related problems at the building or district level may also be considered.
- C. The Board and Association recognizing the proliferation of knowledge in all fields of study necessitates a constant review and revision of all existing materials in conjunction with the fructification of knowledge and changes in techniques. It is recognized that current texts are a helpful tool. It is desirable that no grade or class shall use text non-current to the times.
- D. The Board agrees to make available in each school adequate typing and duplication facilities and clerical personnel to aid teachers in the preparation of instructional material.
- E. The Board shall provide:
 - 1. Separate desk for each teacher in the district with a lockable drawer.
 - 2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
 - 3. Adequate chalkboard space in every classroom.
 - 4. Copies, exclusively for each teacher’s use, of all texts used in each of the courses he/she is to teach.

5. A dictionary, suitable according to grade-level for each classroom.
6. Adequate storage space in each classroom for instructional materials.
7. Adequate attendance books, paper, pencils, pens, chalk, erasers and other such materials required in daily teaching responsibilities.
8. Gym uniforms for physical education teachers, smocks for art and home economics teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial education teachers and uniforms for athletic coaches (excluding shoes).
9. All new file cabinets will be equipped with locks.
10. Custodial work requests will be provided for each teacher.

The Board agrees at all times to keep the school reasonable and properly equipped and maintained.

- F. The Board shall make available in each school (elementary, middle and high school) adequate lunchroom, restroom lavatory and workroom facilities appropriately furnished exclusively for adult use.
- G. Telephone facilities shall be made available for teachers for their reasonable use. Personal calls are to be paid for by the teacher. The Association will compensate the Summerfield Schools for all unpaid calls.
- H. In schools where continuous cafeteria service for teachers is not available, the Board of Education authorizes the installation of vending machines if needed. The Association will be responsible for its continuing use. The proceeds will be used for the existing Teachers' Recreational Fund.
- I. The Board agrees to provide high school teachers with a designated parking area during regular school hours. The teacher parking area shall be separated from the student parking area.
- J. Teachers may be permitted to drive a school bus providing it does not interfere with regular school hours.
- K. Outside of employment, teachers shall be entitled to full rights and responsibilities of citizenship and no religious or political activities or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The personal behavior of any teacher is not within the appropriate concern or attention of the Board unless the behavior adversely affects the ability to function effectively as a teacher.

- L. The provisions of this agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization.
- M. Two (2) copies of the Monroe County Library materials catalog and Monroe County Intermediate Instructional catalog shall be available in the school media center, faculty workroom, and principal's office.
- N. When the mentor teacher is a member of the Summerfield Education Association every effort will be made not to assign more than two mentees per mentor teacher. The training for the mentor teachers will be as the state requires and will be paid for by the school district.

ARTICLE VIII

Joint Instructional Policies Council

- A. There is hereby established an Instructional Policies Council consisting of three (3) representatives appointed by the Association and three (3) representatives appointed by the Board. The Board agrees to make arrangements to have the minutes and agendas of the Joint Instructional Policies Council typed and disseminated to the members of the Council.
- B. The Chairman of the Council shall be the Superintendent. If the Superintendent is absent, the S.E.A. President will be the presiding Chairman.
- C. The Superintendent and S.E.A. President shall meet prior to September 15 of each school year to appoint their respective representatives. The Council shall hold its first meeting on or prior to September 30 and shall meet at least once a month during the school year.
- D. The Council shall make regular reports to the Board of Education.
- E. The Council shall have responsibility for:
 - 1. Advising the Board on all matters of educational policy for the District.
 - 2. Develop valid criteria for teacher evaluations.
 - 3. Review of curricular programs and making recommendations for modification.
 - 4. In cooperation with the administration develop and coordinate innovative educational programs, which are approved by the Board upon recommendation of the Council.
 - 5. Advise on the purchase of materials, supplies, and equipment.
 - 6. Review and revise department and/or grade level suggestions for purchase of additional educational materials subject to final review and revision by the Superintendent. The Superintendent may amend these funds if unseen circumstances dictate.
 - 7. The Council may appoint such committees and task forces, as it deems desirable.

ARTICLE IX

Vacancies and Promotions

- A. Whenever any vacancy in any professional position in the school shall occur, the Administration shall publicize the same by giving written notices of such vacancy to the Association and providing for appropriate posting.
- B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to length of service and certification in the district and the qualifications of the applicant. Non-bargaining unit persons shall not be hired for extra-curricular positions unless no qualified member of the bargaining unit has applied for said position. The acceptance or refusal to take an extra-curricular position shall not be a criterion for the discipline, demotion, or firing of any member of the bargaining unit. The Board, however, reserves the right to hire, and/or promote on the basis of its own judgment.
- C. Any teacher who desires a change in work location, grade level, subject area or position may make a request for such change at any time. Such requests shall be in writing to the principal and shall set forth the school, grade, subject area or position sought, and the teacher's qualifications.
- D. Prior to the effectuation of any involuntary transfer (i.e., a change in grade assignment in the elementary school grades, a change in subject assignment in secondary school grades, or a change in building), after the start of school, the appropriate administrator shall have a conference with the affected employee for the purpose of giving the employee reasons for the involuntary transfer.

ARTICLE X

Professional Qualifications and Assignments

- A. The Board shall not employ any new teacher for regular teaching assignments who does not have a Bachelor's Degree from an accredited college or university, and a provisional, professional or permanent certificate.
- B. The employment of teachers by individual contracts based on special certificates is to be permitted only in cases of absolute necessity and the Association shall be so notified in each instance and the Board shall indicate the extent to which they endeavored to fill the position with a fully certificated person.
- C. In extreme emergencies substitute teachers who possess less than provisional, professional or permanent certification but qualify for a second semester renewal of their 90-day teaching permit, may be retained for one renewal.
- D. Teachers, without their written consent, shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause, and the Association shall be so notified in each instance, along with written statement of reasons for such assignment.
- E. All teachers shall be given notice of their tentative class and/or subject assignments for the forthcoming year no later than the preceding first day of June. Teachers who will be affected by a change in grade assignment in the elementary school grades and by change in subject assignment in secondary school grades will be notified and consulted by their principal as soon as practicable and prior to June 30. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such changes.
- F. Teachers who are eligible to retire under the Michigan Retirement Law will submit to the Board a written notice of intention to retire at least 60 days prior to the date of planned retirement.
- G. Continuing contracts, once granted to a teacher by the Board of Education shall be in force until a teacher is discharged through the regular procedures as outlined by the Michigan Tenure Act, Act number 4, of the Public Acts of the first extra session of 1937 as amended.

ARTICLE XI

Reductions in Personnel

- A. The parties hereto, realizing that education, curriculum and staff depend upon the economic support available to the Board of Education as provided by the local taxpayers and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, hereby agree as follows:
- B. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum when economic necessity dictates. The Board agrees to consult with the Association prior to its final decision.
- C. The Board shall prepare a seniority list of all professional staff within ninety (90) days following ratification of the contract. Seniority is defined as length of service in the school district, excluding service as a per diem employee. Any staff member working less than full-time will have their seniority prorated. The staff shall be ranked on the list in order of their first day of work. If more than one individual has the same first day of work, all individuals so affected will participate in a drawing to determine placement henceforth on the seniority list. The Association and participating staff members so affected will be notified in writing of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teacher to be in attendance. A teacher shall have the right to Association representation.
- D. The seniority list and revisions to it shall be sent to the Association when completed.
- E. Seniority is retained if severance of employment is due to layoff. In cases of layoff, teachers so affected shall retain all seniority accumulated as of the affected date of layoff.
- F. Seniority shall continue to accumulate when teachers are on leaves of absence.
- G. Layoffs shall be defined as a necessary reduction in the work force beyond normal attrition.
- H. No teacher shall be laid-off without written notice mailed or delivered at least 15 days prior to the effective date of the layoff.
- I. In the event of a layoff, non-tenured teachers and teachers with the shortest service in the school district will be laid-off first. Tenured teachers will not be laid-off

prior to tenured teachers with shorter service in the school district, or prior to probationary teachers, except in cases in which the teacher with the longest service is not certified and qualified to teach in the required area (areas), or disciplines to be preserved, and in the position of guidance counselor where seniority and certification shall not be the sole criteria.

- J. Laid-off teachers shall be recalled to the first vacancy for which they are certified and qualified in reverse order of layoff. If a laid off teacher acquires additional certification they may use it when recalled, but cannot come back and “bump” a teacher who was not laid off. The teacher must inform the Superintendent’s office when this new certification is acquired and present a new certificate for his/her personnel file.
- K. Notifications of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher’s last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.
- L. If a laid-off teacher refuses an offer of a position for which the laid-off teacher is certified, or fails to respond to such offer, within seven (7) calendar days of the receipt of the offer in writing, this shall constitute the resignation of the teacher from employment.
- M. A laid-off teacher may continue his/her health, dental and life insurance benefits by paying the monthly, normal per subscriber group rates premium for such benefits to the Board provided this arrangement is approved by the insurance company.
- N. During a period of impending layoffs, the Board shall grant a voluntary leave of absence to teachers whose position will be filled by teachers who otherwise would have been laid-off. The leave shall not exceed one (1) year. Starting with the beginning of the 1987-88 school year, anyone under this type of leave will not accumulate any seniority for the leave.
- O. In the event that this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association, this master agreement and the continued employment of its members in such consolidated district.

ARTICLE XII

Sick/Personal Days

- A. During this agreement, teachers shall be credited with ten (10) sick days and three (3) personal days per year. Eight (8) sick days will be granted at the start of the first semester, three of which are personal days. Five (5) sick days will be granted at the start of the second semester. Unused personal days convert to sick days at the end of each school year. No restrictions on personal days except only two (2) teachers at each school building can take a day immediately before or after a regularly scheduled school vacation period (based upon rotating schedule of seniority with records kept by SEA). If any teacher, during the fall, exhausts all his/her accumulated sick leave in addition to his/her five (5) days, he/she will have any other sick days deducted from his/her pay; however, if at the end of the spring semester he/she has any sick days remaining, these can be applied retroactively to those sick days for which pay was deducted during the fall semester and this teacher will then be reimbursed the amount deducted from his/her pay up to the number of sick days remaining at the end of the spring semester, providing contractual obligations are fulfilled.
- B. Acceptable reasons for sick leave with pay shall be personal illness or injury and/or serious illness or death in the immediate family of the employee and spouse. "Immediate family" includes husband, wife, children, brother, sister, mother, father, brother-in-law, sister-in-law, parent-in-law, grandparents, grandchildren or any other person who is residing as a member of the family in the household, and the corresponding relatives of the employee's spouse.
- C. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher the difference between his/her salary and the benefits received under the Michigan Workmen's Compensation Act for a period not to exceed two (2) years.
- D. Any teacher on sick leave for a period longer than which they have accumulated, shall have one (1) day's wages or one hundred eightieth (1/80) of their contractual salary deducted from their salary for each day's absence beyond the number of accumulated sick leave days.
- E. A doctor's visitation verification will be required after two non-consecutive illness periods of more than two consecutive days of absence in one semester. The Board of Education also reserves the right to require physical examination of any teacher employed with the Summerfield Schools. This examination shall be at the Board's expense. The doctor shall be mutually agreeable to the Board and the Association. The board shall state in writing the reason for the request.

- F. When a teacher is unable to be in school on any given day, it is the responsibility of the teacher to notify the TSSI substitute call-in system or the person designated by the administration to receive these calls no later than 6:45 a.m., whenever possible, of the date the teacher is unavailable in order that arrangements for a substitute may be made. In addition, a teacher who has been absent should notify the call-in system and the principal or principal's secretary that he/she will not return the following day. Such calls should be made no later than 3:00 p.m. Failure to so notify the principal or his secretary of such non-return will result in a forfeiture of compensation in the amount paid the substitute, which was otherwise due the teacher, except in extenuating circumstances.

- G. Unused sick leave may accumulate to 180 days.

ARTICLE XIII

Leaves of Absence

A. With Pay

1. Leave of absence with pay not chargeable against the teacher's sick leave allowance or business day allowance shall be granted for the following reasons:
 - a. Court appearance as a witness in any case connected with the teacher's employment or the school, except labor related disputes where the teacher's testimony would be adverse to the Board. The teacher's pay will be reduced by the amount of any witness fees.
 - b. Approved attendance at any association meeting if the Association provides money for the substitute's pay.
2. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teacher's pay and the pay received for the performance of such obligation.
3. Upon written application, permission may be given by the building administrator to visit another school providing a member of the administration of the school to be visited gives written permission to our administration. A reason will be given if permission is refused.
4. The Board agrees to provide, upon application to and by approval of the Superintendent, the necessary funds for teachers who desire to attend select professional conferences in their special areas. Travel, meals, lodging and registration fees shall be deemed appropriate expense of the Board. Substitutes will be furnished at the Board's expense. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.
5. Any teacher who can anticipate a prolonged disability which would cause the teacher to be absent from work for five (5) consecutive days or more (such as scheduled surgery, other confinement to home or hospital, including maternity) shall notify the building principal, in writing, as soon as possible. The notification shall contain the projected dates of absence. It is understood that use of sick leave shall be only for the duration of the actual incapacity. The Board reserves the right of written verification from a physician. Any teacher who can anticipate a prolonged disability shall have the option of requesting an unpaid leave of absence as

explained in Article XIII, B.1, or receiving whatever sick leave benefits may be available only for the duration of the actual incapacity. A teacher shall not be entitled to utilize an unpaid leave of absence if the teacher, instead, chooses to receive sick leave benefits for an anticipated prolonged disability. If the disability continues after all accumulated sick leave has been used, the teacher will automatically be placed on an unpaid leave of absence for the duration of the disability, as verified by a physician, but not to exceed one calendar year.

B. Without Pay

1. The Board shall grant to any teacher, who does not choose to use paid sick leave, a leave of absence for an anticipated prolonged disability (such as scheduled surgery, confinement to home or hospital, maternity or child-care following birth). A maternity leave justification would include the adoption of a child whose age at the time of the commencement of the leave is six (6) months old or less. The teacher may continue teaching until, in the joint opinion of the administration and the employee's physician, he/she should no longer continue in his/her duties. However, in an adoption case, the leave shall not begin until the week the child is brought into the home of the adopting parents. The employee shall notify the Superintendent in writing at least thirty (30) days prior to the intended date of return. The teacher shall return from such leave within one (1) school year, but in no instance sooner than the first day of the semester following the disability. The Board has the authority to allow an earlier return during unusual and/or compelling circumstances.
2. Leave of absence will be granted up to two (2) years to any teacher to join the Peace Corps as a full-time participant in such program. Any period so served shall be treated as time taught for the purpose of salary schedule attached.
3. Pursuant to Section 1235 of the School Code of 1976, one teacher, according to seniority, who has been employed for seven (7) consecutive years by the Summerfield School District, may be granted a sabbatical leave for one (1) year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid one-half (1/2) his/her salary. The salary will be one-half (1/2) the pay he/she would receive if he/she were teaching in the system that year. The Board shall not be held liable for death or injury sustained by any teacher on sabbatical leave nor shall the spouse be obligated for the teacher's obligation to the Board. A teacher, upon return from sabbatical leave, shall be restored to his/her former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for purposes of applying the salary schedule set forth in Schedule A of the Agreement. Before a teacher is granted a sabbatical leave, he/she

shall agree, in writing, to remain in the system for a period of not less than three (3) years following his/her return from sabbatical, or reimburse the district on a prorated basis of the stipend received during the said sabbatical, as follows:

- a. A teacher who does not return must reimburse the school district the full amount of the stipend.
 - b. A teacher who leaves after one (1) year must reimburse the school district two-thirds ($2/3$) of the stipend.
 - c. A teacher who leaves the school district after two (2) years must reimburse the district one-third ($1/3$) of the stipend.
 - d. A teacher leaving before the school year is complete will not be given credit for that year and will reimburse the school district for his/her stipend up to the previous completed year, according to the prorated schedule.
4. Military leave of absence shall be granted to any teacher and/or spouse who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Upon evidence of an Honorable Discharge from military service, teachers shall be given the benefit of any increments that would have accrued to them had they remained in active service to the school system.
 5. The Board shall grant a leave of absence to any teacher to campaign for or serve in a public office. Teachers shall be given the benefit of any increment that would have been accrued to them had they remained in active service to the school system, provided the position is still available.
 6. An unpaid emergency leave of absence may be granted to any teacher upon written request from the teacher and approval of the Board. Each request shall be handled on an individual case-by-case basis.
 7. A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to eligible teachers in accordance with the Family and Medical Leave Act (FMLA) for the purposes permitted by the FMLA. Such purposes include:
 - a. Because of and to care for the teacher's child upon birth or placement for adoption or foster care. Entitlement to leave under these circumstances shall expire at the end of the twelve (12) month period beginning on the date of the birth or placement of the child.

- b. To care for the teacher's spouse, child, or parent who has a serious health condition.
- c. Because of a teacher's own serious health condition that makes the teacher unable to perform the functions of the teacher's position.

To be eligible for an FMLA leave, a teacher must have been employed for at least twelve (12) months, and for at least 1,250 hours during the previous 12-month period, and meet any other eligibility criteria of the FMLA for the particular type of leave. During the period of FMLA leave, the teacher's health insurance benefits shall be continued as required by the FMLA, subject to Section 104(c)(2) of the FMLA. Elected supplementary insurance coverage may be continued by the teacher prepaying the premium cost to the business office of the school district which will then make payment of the premium to the insurance company.

Paid leave available to the teacher under the terms of this Agreement and used by the teacher for the same purposes as the FMLA leave available, will be counted as part of the leave time available and used under the FMLA leave. FMLA leave may be taken on an intermittent or reduced schedule when medically necessary according to the provisions of Section 102(b) of the FMLA. Seniority will accumulate during the period of FMLA leave.

The limitations found under Section 108 of the FMLA (pertaining to special rules concerning employees of local education agencies) shall apply. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its implementing regulations.

Upon expiration of FMLA leave, if the teacher is able to return, he/she shall be assigned to the same position in which employed prior to the leave or to a substantially equivalent position.

ARTICLE XIV

Teacher Evaluation

- A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated two (2) times during the school year.
- B. All monitoring or observation of the performance of a teacher shall be conducted openly for the purpose of evaluation and with the full knowledge of the teacher.
- C. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten days thereafter; one to be signed and returned to the administration, the other to be retained by the teacher. In the event that the teacher feels the evaluation was incomplete or unjust, the teacher may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The evaluation shall be based upon valid criteria for evaluating professional growth as jointly determined through the Joint Instructional Policy Council.
- D. No later than March 15 of each probationary year, the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Administration will advise the teacher of the reasons in writing.
- E. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review of the personnel file will be done in the presence of an administrator.

Each teacher's personnel file shall contain the following minimum items of information:

1. All teacher evaluation reports
2. Copies of annual contracts
3. Letter of commendation, if any
4. Teaching certificate
5. Tenure recommendation

6. Record of voluntary extra curricular activities

- F. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representative is made, no action shall be taken with respect to the teacher until such representative of the Association is present. It shall be the teacher's responsibility to secure a representative, and appear for such a conference on the appointed day and hour.

- G. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof, shall be subject to the professional grievance negotiations procedure hereinafter set forth. Information forming the basis for disciplinary action will be made available to the teacher.

ARTICLE XV

Professional Grievance Negotiation Procedure

- A. Any teacher, groups of teachers, or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may file a written grievance with the Board's designated representative (i.e., the principal). Sample Grievance Report attached – Schedule E.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion), or to the following:

1. The termination of services of, or failure to re-employ, any probationary teacher provided that a Board-level hearing shall be given upon the request of the teacher.
- B. The teacher, group of teachers, or the Association having such a grievance shall discuss the matter with the school principal, during non-teaching hours, with the object of resolving it informally. (The building representative shall also be present, if requested).
- C. In event the matter is not satisfactorily resolved, the following procedure shall be followed:
1. **Step One.** The grievance shall be reduced to writing within five (5) school days of knowledge of grievance by the one filing the grievance, signed by the person or persons involved, and submitted to the Association for approval.
 - a. The grievance shall specify the facts giving rise to the grievance and the relief requested.
 - b. The grievance, if approved by the Association, shall be submitted to the principal.
 - c. The principal shall submit an answer within five (5) school days in writing. One copy of this decision shall go to the grievant and one copy to the building representative.
 2. **Step Two.** Within five (5) school days after receiving the decision of the principal, the aggrieved teacher may appeal to the Superintendent of Schools. The appeal shall be in writing, shall specify the article and section of the Agreement allegedly violated and shall contain the reason for the appeal, including a copy of the principal's decision.

- a. Within seven (7) school days after receipt of the appeal, the Superintendent shall investigate the grievance, including giving the aggrieved teacher and the building representative a reasonable opportunity to be heard, and render his decision in writing. A copy of his decision shall be delivered to the teacher involved, the building representative and the school principal.
 3. **Step Three.** Within five (5) school days after receiving the decision of the Superintendent, the aggrieved teacher or the Association may appeal to the Board of Education, or a committee of Board members. The appeal shall be in writing and shall contain the reason for the appeal and a copy of both the principal's and the Superintendent's decision.
 - a. The appeal shall be heard at the next regularly scheduled board meeting, and in any event, within fifteen (15) school days after receipt of the appeal. The Board or its designated representative, shall investigate the grievance, including giving the aggrieved teacher and the building representative a reasonable opportunity to be heard. The Board shall render its decision in writing within ten (10) days after holding a hearing on the appeal. A copy of the Board's decision shall be delivered to the teacher involved, the building representative, the principal, and the Superintendent.
 4. **Step Four.** Unresolved grievance may be submitted to mediation under the act.
- D. If the decision of the Board is not satisfactory to the Association, the process of arbitration must be initiated within twenty (20) school days. The grievance will then be submitted to an impartial arbitrator selected by the parties. If the parties cannot agree on an arbitrator, one shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator. The cost of any arbitration under this article shall be jointly shared by the parties.
- E. All time limits in the grievance procedure are to be strictly followed and may be altered only by the mutual written agreement of the parties. If there is not mutual agreement and time limits are not adhered to by the grievant, the grievance is void and will not be considered above the step at which the time limit violation occurred. If there is not mutual agreement and the board or their representative does not adhere to the time limits, the matter would automatically proceed to the next step.

ARTICLE XVI

Protection of Teachers

- A. The Board and Administration recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it is determined that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics.
- C. A teacher may send a pupil to the principal of the building when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation make the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.
- D. Only the Superintendent or his designated representative may impose temporary suspension of students from school. School authorities will endeavor to achieve correction of student behavior through counseling and interview with the child and his parents when warranted. Permanent exclusion from the school remains the sole right of the Board of Education.
- E. Any case of assault upon a teacher shall be promptly reported to the Board's designated representative. The Board shall provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- F. If a teacher is complained against or sued because of disciplinary action toward a student, or because of a work related incident involving a student, the Board will provide legal counsel and will render all necessary assistance to the teacher in his/her defense.
- G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher if circumstances prove him innocent.

- H. The Board will reimburse the teacher for any loss due to deliberate damage or destruction of clothing or personal property of the teacher by students while on duty on the school premises.
- I. A teacher will be promptly notified regarding any complaint to an Administrator or Board member, directed toward them, which would be subject to disciplinary action. The originator and nature of the complaint will be made known to the teacher.
- J. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and care of property. The Board will not seek to hold a teacher individually liable for any damage or loss of person or property unless there was gross negligence or gross neglect of duty.

ARTICLE XVII

Negotiation Procedure

- A. Matters not specifically covered by the Agreement, but of common concern to the parties, shall be opened to discussion and subject to possible professional negotiation between them from time to time during the period of this agreement upon request by either party. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matter.
- B. In the event either party reopens the salary schedule for negotiation, as provided in Article IV, A., of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty (60) days prior to the expiration of this agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this article 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 membership of the Association, but the parties mutually pledge that the representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make necessary concessions in the course of negotiations, or bargaining, subject only to such ultimate ratification.
- D. If all parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.
- E. After ratification by both parties their representatives shall attach their signatures to the ratified agreement within twenty-four (24) hours of ratification.

ARTICLE XVIII

Miscellaneous Provisions

- A. Minutes of every Board meeting, either regularly scheduled or special meetings, shall be made available to the Association.
- B. All newly employed teachers may negotiate with the Superintendent the number of years to be credited on the Salary Schedule, for years of outside teaching experience in any school district for which credit is allowed. However, no more than a maximum of eight (8) years will be credited.
- C. Upon request each teacher shall be furnished with a key to an outside door upon Board approval.
- D. In the event of inclement weather, resulting in the closing of school, each teacher shall be notified by radio prior to 7:15 a.m.
- E. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with this Agreement. This Agreement shall likewise supersede any contrary or inconsistent terms, contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts will be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- F. Copies of this Agreement shall be printed at the expense of the Board and made available to all teachers now employed by the Board, and sufficient additional copies shall be presented to the Association.
- G. If any provision of this Agreement or any application of the Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law, or if a provision of the State Aid Act results in the loss of any revenue to the school district, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- H. The 2008-2009 school calendar (Schedule D attached) will be followed. No changes will be made in this calendar without the agreement of both parties, but it is understood that days may be rescheduled in the event it is necessary to do so in order to meet the minimum number of hours of student instruction required by law. In the event Michigan legislation prohibits certain days from being counted as days of student instruction (e.g., days lost due to inclement weather), teachers shall be required to perform work on the make-up days without additional compensation.

- I. The Board and the Association recognize that the ability of the pupils to progress and mature academically is a combined result of school, home, economic and social environment and that the teacher alone cannot be held accountable for aspects of the academic achievement of the pupils in the classroom. Test results of academic progress of students shall not be used as a major factor in the evaluation of the quality of a teacher's service or fitness for retention.
- J. The Appendix will include Schedule A- Teacher Salary Scale, Schedule B-Extra Paid Activities, Schedule C-Insurance Benefits, Schedule D-School Calendar, Schedule E-Grievance Report Form, and Schedule F-Letter of Intent.
- K. Teachers' salaries will be paid in twenty-one (21) or twenty-six (26) payments. It is the responsibility of the teacher to inform the bookkeeper, at least one week prior to the first payday, the number of pays he/she desires.
- L. The Board of Education is opposed to days taken off by teachers other than for reasons as delineated in this contract even though pay is deducted (dock days). The Board will pursue disciplinary and/or legal action to stop this practice.

However, if a "Dock Day" is needed, requests must be submitted to the Board of Education. If approved by the Board, pay deducted per day for the "Dock Days" will also include a deduction of the cost of the fringe benefit package per day.

ARTICLE XIX

Financial Responsibilities & Payroll Deductions

- A. All teachers, as a condition of continued employment during the life of this Agreement, shall either:
1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Association) and such authorization shall continue from year to year unless revoked in writing:
Or
 2. Cause to be paid to the Association a representation fee equivalent to the membership dues, or should the non-member so elect, his/her proportionate share of all constitutionally permissible fees. Said fees shall be paid to the Association within ninety (90) calendar days after the commencement of employment or by signing and delivering to the Board an assignment authorizing deduction of the representation fee. The Association shall provide to the non-member sufficient information covering the amount of the membership dues as to enable him/her to determine the propriety of the non-member representation fee.

It is expressly understood that political action funds or other constitutionally impermissible costs cannot be included in the non-member representation fee of an objecting non-member. The due process hearing before the Board of Education shall not take place until the non-member shall have been afforded all constitutional rights as specified in *Chicago Teachers Union vs. Hudson*, 106, SCT 1066 (1986), and such other applicable cases, and the signed complaint by the Association herein referred to in Paragraph B. of this Article shall certify the same and acknowledge that the Union's responsibility for according such constitutional rights have been fulfilled and that the Association assumes all liability therefore as specified in Paragraph K. of this Article.

- B. In the event that neither of the provisions of Paragraph A. are met, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with either condition, shall process said complaint in accordance with the Teacher's Tenure Act, the charging party being the Association, if said teacher is a tenure teacher; in the event the teacher is a probationary teacher, the Board shall immediately notify said teacher his/her services shall be discontinued at the end of the then current year unless prior to employing a replacement teacher, the Board of Education shall receive written notification from the Association and the teacher that dues or non-member's representation fee or proportional share of all constitutionally permissible fees have been paid in full and

that said complaint has been withdrawn. It is expressly understood that in the event the Board of Education shall hire a new teacher to replace a probationary teacher whose services have been discontinued under the terms of this Article, then and in that event, neither the Association nor the teacher shall have the right to withdraw said complaint, it being recognized by the Association and any teacher employed under the terms of this contract that the Board has a reasonable right to proceed to replace a teacher against whom charges have been filed under the terms of this Article. The refusal of a teacher to contribute a proportional share of all constitutionally permissible fees is recognized by the Association and the Board of Education as just and reasonable cause for the termination of employment.

C. **F.O.R.M.**

On this _____ day of _____, 20_____.

I, _____ hereby authorize the Board of Education to deduct the following sums in ten (10) equal concurrent installments as dues for the following organizations from the second monthly paycheck of my employment as specified in the Master Agreement.

\$_____ Monroe County Education Association (Summerfield)

\$_____ Michigan Education Association

\$_____ National Education Association

or

\$_____ Non-members Representative Fee

\$_____ MEA-PAC

\$_____ NEA-PAC

\$_____ TOTAL

I further understand that in the event of a dispute over payments of the above-specified amount, I must seek my remedy from the Monroe County Education Association (Summerfield). Further, it is my express understanding that this authorization for dues deduction shall be revocable only if I expressly so state in writing a copy of which must be placed on file with the Superintendent and a copy with the Treasurer of the Monroe County Education Association (Summerfield).

Signed: _____

Filed with the Board of Education

On the _____ day of _____ 20_____.

- D. Dues authorizations once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association. It is expressly understood that the

Superintendent and the Board need only honor one authorization form per year per teacher.

- E. Upon the filing of the written notification, specifying the amount of the non-member's representation fee, said amount shall not be subject to change during the entire school year. It is expressly understood that the Board is not required to deduct any assessment under the terms of this Article.
- F. For the purpose of this Article, the term "school year" shall include the period beginning with the first teacher work day of school in the fall to the last teacher work day of school in the spring.
- G. Dues deductions shall be transmitted by the Superintendent to the Monroe County Education Association (Summerfield) Treasurer on a monthly basis. The Monroe County Education Association (Summerfield) shall be responsible for disbursements of MEA and NEA dues paid to it through the Treasurers of those organizations.
- H. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deduction deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive deductions.
- I. Any dispute between the Monroe County Education Association (Summerfield) and the Board which, may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article, shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
- J. The Association will save the Board harmless from any and all cost including witnesses and attorney fees or other incidental cost of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable virtue of enforcing the provisions of this Article.
- K. During the life of this Agreement, the Association and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to Michigan Law Public Act 336 or any other applicable Public Employees Law or Statute. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program.

The Association therefore agrees that its officers, representatives and members shall not participate in the concerted failure to report for duty, the willful absence

from one's position, the stoppage of work, or the abstinence in whole or in part from the full faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment. This act shall not be construed to limit, impair, or affect the right of a public employee to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment in the school system.

ARTICLE XX

Duration of Agreement

This AGREEMENT shall be effective as of July 1, 2008 and shall continue in effect to and including the 30th day of June 2010. Provisions of this agreement are retroactive to July 1, 2008. The AGREEMENT shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**BOARD OF EDUCATION
SUMMERFIELD SCHOOLS**

**MONROE COUNTY EDUCATION ASSOC.
(SUMMERFIELD)**

President

President

Secretary

Secretary

SCHEDULE A

**SUMMERFIELD SCHOOLS
TEACHER'S SALARY SCHEDULE
2009-2010**

STEP	B.A.	M.A.	M.A.+15
0	34,756	38,128	39,128
1	37,941	40,596	41,596
2	39,980	42,890	43,888
3	42,015	45,188	46,185
4	44,052	47,486	48,484
5	46,084	49,777	50,776
6	48,118	52,066	53,065
7	50,151	54,374	55,372
8	52,184	56,673	57,670
9	54,222	58,966	59,965
10	58,656	63,958	64,955

Each teacher shall advance 1 step from the 2008-09 salary schedule.

PLUS \$900 after 15, 20, 25 consecutive years of service as a teacher in the Summerfield School System.

Board paid Michigan Public School Employee's Retirement System rate for October 1, 2009

A retiring employee with at least ten (10) years of experience in the school district will receive \$12/day to a maximum of one hundred (100) days for accumulated unused sick days.

**SUMMERFIELD SCHOOLS
TEACHER'S SALARY SCHEDULE
2009-2010**

MA

1. A teacher must have completed all work required for a Master's Degree by the first teacher's work day of the new school year in order to be placed on the new MA salary schedule. The MA degree must have been earned in an education area.
2. The teacher must show proof that all of the work was completed for the MA degree on or before September 13, in order to be eligible for the MA salary schedule.
3. Temporary proof may be a letter from the college or university. However, this must be followed by an official transcript.

MA + 15

1. A teacher must have an MA and have completed fifteen (15) semester credit hours by the first teachers' work day of the new school year in order to be placed on the MA+15 salary schedule. The fifteen credits must be Master's Degree credit classes or classes related to the teaching area, certification areas or toward new certification.
2. The teacher must show proof of passing fifteen semester credit hours on or before September 13 in order to be eligible for the MA+15 salary schedule.
3. Temporary proof may be a letter from the college or university. However, this must be followed by an official transcript.

**SUMMERFIELD SCHOOLS
TEACHER'S SALARY SCHEDULE
2009-2010**

**SUMMERFIELD SCHOOLS
TEACHER'S SALARY SCHEDULE
2009-2010**

SCHEDULE B**SUMMERFIELD SCHOOLS
EXTRA PAID ACTIVITIES
2008-2009
2009-2010**

Advisor – Student Council – High School	.994%
Advisor – Student Council – Middle School	.568%
Advisor – Freshman Class	1%
Advisor – Sophomore Class	1%
Advisor – Junior Class	1.420%
Advisor – Senior Class	1.562%
Advisor – Science Club	1.136%
Advisor – High School Year Book	4.5%
Advisor – Middle School Year Book	1%
Advisor – Quiz Bowl	1.136%
Advisor – Pep Club	.710%
Advisor – Spanish Club	.710%
Advisor – National Honor Society	1%
Advisor – Future Problem Solving	1%
Advisor – Citizen Bee	1%
Chairperson – School Improvement Committee	6%
Mentor Teacher	\$400
Athletic Director	16%
Football Coach	11%
Football – Associate Varsity –or- Assistant Coach	10% 9%
Football – J.V. Coach	9%
Football – Assistant J.V. Coach	7%
Football – Jr. High Coach	6%
Football – Assistant Jr. High Coach	4%
Girls’ Golf	7%
Girls’ Basketball – Head Coach	11%
Girls’ Basketball – Assistant Coach	9%
Girls’ Basketball – Jr. High Coach –or-	6%
Girls’ Basketball – 7 th Grade Coach	5%

SCHEDULE C

SUMMERFIELD SCHOOLS INSURANCE BENEFITS 2008-2009

PLAN A and C

The Board shall provide MESSA Super Care I with Board paid deductible or Choices II, Delta Dental Plan C plus 01/Ortho Rider, VSP-1 Vision Plan and \$25,000 Group Term Life benefits for all full-time members of the bargaining unit and his/her family. All full-time members will be required to make a monthly contribution of \$55 to their health care premium. This will be a pre-tax payroll deduction.

PLAN B

Employees not wishing health care protection may receive MESSA Delta Dental Plan E plus 01/Ortho Rider, VSP III and \$25,000 MESSA Group Term Life Plus AD&D.

Beginning on September 1, 2005, \$300 per month will be paid to each eligible SEA member who enrolls in Plan B instead of Plan A or C of MESSA. The teacher must commit to Plan B for the entire school year. In an emergency situation, such as a spouse losing insurance coverage, the superintendent would approve a change to Plan A or C during the year.

SUMMERFIELD SCHOOL DISTRICT 2009-2010 SCHOOL YEAR

Schedule D

= Holidays / Vacations

= Dates of Importance

= Inservice and 2-Hour Early Dismissal

09/01 - 09/02 Teacher's Professional Days
 9/8 First Day of School (students)
 11/5 Countywide In-service Day (Teachers only)
 11/26-11/27 Thanksgiving Break
 12/23-1/3/10 Winter Break

1/18 Martin Luther King, Jr. Day
 2/15 Presidents' Day
 4/2-4/11 Spring Break
 5/31 Memorial Day
 6/9 Student's/Teacher's Last Day

Half Days-11/25, 12/22, 4/1
Exam Half-Days 1/21, 1/22, 6/8 6/9
Early Dismissal Days TBD

177 Instructional Days
 180 Professional Days
 5 (2Hour) Early Dismissal for Inservice

SEPTEMBER				
M	T	W	TH	F
			3	4
7		9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

JANUARY				
M	T	W	TH	F
4	5	6	7	8
11	12	13	14	15
	19	20		
25	26	27	28	29

MAY				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

OCTOBER				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

FEBRUARY				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
	16	17	18	19
22	23	24	25	26

JUNE				
M	T	W	TH	F
	1	2	3	4
7			10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

NOVEMBER				
M	T	W	TH	F
2	3	4		6
9	10	11	12	13
16	17	18	19	20
23	24			
30				

MARCH				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

M	T	W	TH	F

DECEMBER				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21				
28				

APRIL				
M	T	W	TH	F
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

GRIEVANCE REPORT FORM

Summerfield School District

Grievance # _____

Distribution of Form:

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in Duplicate

Building	Assignment	Name of Grievant	Date Filed
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Step I

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance _____

Relief Sought _____

Signature Date

C. Disposition by Principal _____

Signature Date

D. Position of Grievant and/or Association _____

Signature Date

SCHEDULE F

SUMMERFIELD SCHOOLS

LETTER OF INTENT

I will be interested in a contract for the 2009-2010 school year when negotiations result in the mutual acceptance of a Master Agreement by the Summerfield Board of Education and the Monroe County Education Association ()

I will not be interested in a contract for the 2009-2010 school year. ()

I am undecided. ()

This Letter of Intent is in no way binding upon a teacher. It is merely a tool for the administration's use in helping to determine needed staff for the following year.

Signature

Date

SCHEDULE F

SUMMERFIELD SCHOOLS

LETTER OF INTENT

I will be interested in a contract for the 2010-2011 school year when negotiations result in the mutual acceptance of a Master Agreement by the Summerfield Board of Education and the Monroe County Education Association ()

I will not be interested in a contract for the 2010-2011 school year. ()

I am undecided. ()

This Letter of Intent is in no way binding upon a teacher. It is merely a tool for the administration's use in helping to determine needed staff for the following year.

Signature

Date

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

Signature

Date

Note: All provisions of Article XV per Agreement will be strictly observed in the settlement of grievances.

SCHEDULE C (Cont'd.)

L.T.D.

The Board shall provide each full-time member MESSA LTD:

- A. Benefit Percentage – 60%
- B. Maximum monthly income - \$3,500
- C. Qualifying Period – 90 calendar days, modified fill
- D. Maternity Coverage – Yes
- E. Social Security Freeze – Yes

The contracted salary to be used will include all contract positions.

The Board shall provide the above insurance coverage through September 30, 2010, for each full-time member of the bargaining unit and his/her family provided the teaching contract is completed for the specific school year. Coverage will be discontinued upon termination of employment, if termination occurs prior to the last contracted day of school.

No cash payment will be made to any member of the bargaining unit in lieu of the insurance.

DEATH BENEFIT

If a teacher who has family coverage health insurance were to die while employed by Summerfield Schools, their family health insurance benefits would continue for a duration equal to one month's insurance for each year of completed service at Summerfield, with a minimum two months and a maximum of twelve months of coverage.

SCHEDULE B (Cont'd.)

Girls' Basketball - 8 th Grade Coach	5%
Boys' Golf	7%
Boys' Basketball – Head Coach	11%
Boys' Basketball – Assistant Coach	9%
Boys' Basketball – Freshman	5%
Boys' Basketball – Jr. High Coach –or-	6%
7 th Grade Coach	5%
8 th Grade Coach	5%
Volleyball – Head Coach	9%
Volleyball – Assistant Coach	7%
Volleyball – Middle School Coach –or-	6%
7 th Grade Coach	5%
8 th Grade Coach	5%
Baseball – Head Coach	9%
Baseball – Assistant Coach	7%
Boys' Track	9%
Girls' Track	9%
Jr. High Track – Boys'	5%
Jr. High Track – Girls'	5%
Softball – Head Coach	9%
J.V. Softball Coach	7%
Cross Country Coach	5%
Strength and Conditioning Coach (Weight Room Supervisor)	5%
Cheerleader Advisor	7%
Jr. High Cheerleader Advisor	5%
Director-Band	11%
Director –Play	5%
Director- Safety Patrol	1.704%
Driver Training Teacher	.0617%/Hr.
Staff Substitute	.04543%/Hr.
Supervisor – Detention	.03975%/Hr.
Supervisor – Lunchroom	.02442%/Half Hr
Supervisor – Playground	.03407%/Hr.

SCHEDULE B (Cont'd.)

All above percentages will be based on the BA degree schedule through the tenth step. The step will be determined by the total number of years of experience of the employee in that particular activity starting on BA Step 0 and capping at BA Step 10. This experience does not have to be continuous. All experience as an assistant or head coach at the junior high school or high school level shall be included. Staff substitute and staff supervisor for detention, lunchroom and playground are excluded from experience steps as set forth above.

Those persons currently employed in a Schedule B position for the 2008-2009 school year that previously moved up the step scale, will continue to move up the salary steps until BA step 10 is reached. Those persons currently employed in a Schedule B position for the 2008-2009 school year that previously did not move up the step scale will begin at BA step 0 and progress to a maximum of BA step 10.

The parties agree that the above-referenced stipends shall only apply to bargaining unit members working in those extracurricular assignments and not to any individuals employed for those extracurricular assignments who are not otherwise bargaining unit members. This contract shall not apply to individuals employed in extra curricular positions who are not otherwise members of the bargaining unit. However, non-bargaining unit members shall not receive stipends greater than those set forth in Schedule B except by mutual agreement between the Board and Association.

All extracurricular assignments are non-tenure positions and no individual shall have an expectancy of employment in any extracurricular position from one year to the next. The Board of Education shall appoint individuals to extracurricular positions on an annual basis. All vacant Schedule B positions will be posted for a minimum of five school days. During the contract year, Schedule B positions can be filled on an interim basis by mutual agreement between the Board and Association. The Association will give members email notice of said vacancy and 48 hours to apply for the position before agreeing to the interim assignment.

Teachers expressing interest in a coaching position will make written application to the Athletic Director before positions are filled for the commencement of the desired sport season and will be granted an interview for said position if one is available.

Compensatory Time

Any bargaining unit member who substitutes in another class during their conference period will be paid at the Schedule B contract rate, or will have the option of taking compensatory time. Records for this compensatory time will be kept in the respective principals' office and this record will be initialed and dated by the staff member involved. This compensatory time will be used by teachers in consultation with and at the discretion of the principal. All compensatory time must be used by June 30 of each school year to avoid forfeiture.