

AGREEMENT

Between

THE BOARD OF EDUCATION

And

MEMPHIS EDUCATION ASSOCIATION

This agreement is entered into this 23rd day of November, 2009 by and between the Board of Education of the School District of Memphis, Michigan, hereinafter called the “Board” and the Memphis Education Association, hereinafter called the “Association”. In consideration of the following mutual covenant it is hereby agreed as follows:

1. This Agreement will cover the years 2009–2013
2. The language contained in this agreement will take effect upon ratification by the “Board” and “Association” and will be in full force beginning with the 2009-2010 fiscal school year and terminating at the end of the 2012-2013 fiscal school year.

ARTICLE I
RECOGNITION

- A. In order to meet the statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with representatives of its teaching personnel with respect to hours, wages, terms and conditions of employment, the Board of Education accepts the following agreement as the basis for its relations with the teaching personnel. The following specific personnel are excluded from the contract:
1. Superintendent of Schools
 2. Building Principals
 3. Director of Special Education
 4. Any Employee Not Under Contract as a Teacher
 5. Substitute Teachers
- B. The Board agrees that it will not negotiate with any other teacher organization for the duration of this agreement, but nothing contained herein shall prevent individual grievance adjustments without intervention of the association, provided the adjustment is not inconsistent with this agreement.
- C. For purposes of simplification, the term “he” shall reflect both male and female employees.

MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, 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 the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of the law, to determine their qualifications, and to promote, and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all deemed necessary or advisable by the Board;
4. 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. This process is to be implemented through the building principal, superintendent, and to the Board of Education for final approval;
5. To determine class schedules, the hours of instruction, and the duties and responsibilities of the Board, concerning the adoption of policies, rules, regulations, and practices.
6. The above shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, the constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its responsibilities, rights and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed invalid and subsisting only to the extent permitted by law, but all other provisions or applications shall continue in full force and effect during the life of this agreement.

ARTICLE II
PAYROLL DEDUCTIONS

- A. In accordance with the terms of this article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

Upon written authorization by a bargaining unit member or pursuant to paragraph B, the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Moneys so deducted will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.

- B. Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the MEA policy and procedures regarding objections to political-ideological expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this article is just cause for discharge from employment.

- C. Upon written authorization from the teacher, the Board shall deduct from the teacher's salary and make appropriate remittance for credit union, annuities (when number of carriers drops below 3, a new carrier will be added by mutual agreement), savings bonds, United Fund, and scholarship funds, or any other plans or programs jointly approved by the Association and the Board. These requests shall be made within fifteen (15) days of the beginning of each semester. Upon request and approval of the Superintendent, other plans or programs of deductions can be approved.
- D. If it becomes necessary for the Board to terminate a teacher pursuant to Article II, subsection B, the Association, the Michigan Education Association and the National Education Association agree to hold the Board and Board members harmless from all court costs, damages, judgements or liability of any kind or nature and will supply and pay for defense counsel for the Board and Board members, provided that money damage settlement of any claim shall be at the sole discretion of the Education Association.
- E. Paydays: Each teacher shall be given the choice of twenty-one (21) paychecks payable biweekly throughout the school year, or twenty-six (26) paychecks payable biweekly throughout the contract year. Each teacher shall receive either 1/21st or 1/26th of his salary per check, depending on the payroll option chosen. Teachers shall only be allowed to change pay status at the beginning of the school year.
- F. If the District overpays a teacher, the teacher will spread the repayment over the same number of pays as the overpayment occurred. (Example: If overpaid for 18 pay periods, the member will have 18 pay periods to repay.)

In the event the employee affected is leaving the district, the remaining portion owed to the employer will be deducted from the last/final paycheck.

ARTICLE III
TEACHER RIGHTS

- A. The Association and the Board agree that the Statutes and Administrative rule of the State of Michigan regarding the protection of individual rights and responsibilities are sufficient to protect the Board and the Association.
- B. The Board specifically recognizes the Statutes and Administrative Rules, both Federal and State, that protect the employee from coercion as a result of his activities in negotiations and other Association business.
- C. The Board shall allow use of school property by the Association the same as any other non-profit organization with the understanding that Association business will not be conducted during school hours which are defined in Article V, paragraph B.
- D. The Board shall make available to the Association, upon reasonable request, all public financial records for their inspection. Any duplication shall be at the Association's time and expense and within the limits prescribed by law.
- E. The Board will not publicly disclose the identity of a teacher charged pursuant to the Michigan Teacher Tenure Act (MCL 38.71 et.seq.) unless and until, after hearing before the Board (or waiver thereof) the Board determines the charges are factual and takes disciplinary action.
- F. The Board further agrees that all employment records including but not limited to those pertaining to dismissal, suspension, discipline, complaints, allegations, charges, medical, counseling or psychological records, evaluations and other records pertaining to the employee will not be released to third parties unless ordered by a court, MERC, or pursuant to a lawfully issued order or subpoena provided, however, nothing contained herein shall prevent the Board from carrying out its duties regarding the reporting to the proper authorities of suspected criminal conduct or conduct that is perceived by it to be detrimental to the health, safety or welfare of students or members of the public. The Board further agrees that in the event a request is made by a third party for such records, the Board shall promptly notify the employee and the Association and agrees that it shall deny the request and assert on behalf of the employee all applicable freedom of information act exemptions unless specific written approval is obtained from the employee and the Association. In the event of legal action against the Board brought in a court pursuant to FOIA, because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, providing:
 - 1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires; and,
 - 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.
 - 3. The Association shall have the right to compromise or settle any such claim made against the Board under this section.

The Association agrees that in any action so defended, it will hold the Board harmless from any liability for damages, costs, and fees imposed by a final judgement of a court as a direct consequence of the employer's compliance with the Article, or as a result of a settlement negotiated by the Association, but this does not include any costs or fees paid as a result of the Board's decision to retain counsel independent of that provided by the Association.

The parties agree that the rights conferred by this section cease when the teacher's employment with this district ceases.

As used herein the term Board shall include individual Board members and school administrators.

ARTICLE IV
PROFESSIONAL COMPENSATIONS

- A. The salaries of teachers covered by this Agreement are set forth in Schedule "A" which is attached to and incorporated in the terms of this Agreement.
- B. Teachers must complete all required records related to their assignment prior to final check out.
- C. All schools shall be closed: Labor Day, Thanksgiving, Friday following Thanksgiving, Christmas Day, New years Day, Good Friday, Easter, and Memorial Day and other days as negotiated in the school calendar found in Schedule D.

The teachers' work year shall be one hundred eighty-six (186) days exclusive of the above paid holidays, of which one hundred eighty (180) will be student attendance days. Computation of the teacher's daily salary rate shall be based on all paid days and shall be 1/194th of the annual salary.

- D. A teacher engaged during the school day in negotiations relating to this district on behalf of the Association with any member or representative of the Board or participating in any professional negotiation, including arbitration, shall be released from regular duties without loss of salary. Negotiation on school time is to be conducted only upon prior arrangement with the Superintendent.
- E. For the duration of this agreement, the Association shall be credited with twenty (20) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board not less than forty-eight (48) hours prior to the date of intended use of said leave, unless in exceptional circumstances which require immediate attention. The Association may use an additional forty (40) days for Association business provided the Association shall reimburse the Board for any substitute's compensation for the additional days. Leave taken pursuant to this section may be taken by not more than four (4) teachers for any one day and then only to the extent that substitute teachers are available.
- F. Pre-Approved Workshops, In-services, Conferences

1.) OUT OF DISTRICT

The Board shall pay full expenses (ex. Registration and mileage) for all required workshops, and a food allowance reimbursement up to \$15.00 per day with receipts. Hotel will only be paid for required workshops that are more than fifty (50) miles from the district.

For other non-required workshops, the Board may pay for all or some of the registration, mileage, and hotel, if more than fifty (50) miles from the district and a food allowance reimbursement up to \$15.00 per day with receipts.

Mileage will be reimbursed at the applicable IRS rate for the difference of the employee's normal drive to and from work. (employee must actually drive to receive the reimbursement; example: carpooling)

2.) IN MEMPHIS

The Board shall pay the registration costs for each employee when Professional Development and District Wide in-services are held in district. No additional reimbursements will be provided.

3.) COUNTY WIDE IN-SERVICE

The Board shall pay only the registration cost for each employee required to participate in professional Development and county Wide In-Services held at the RESA or a County District. In the event that lunch is not provided, the district will provide a \$5.00 meal allowance toward the cost of lunch. When transportation is provided by the district, mileage will not be reimbursed. Mileage will be reimbursed at the applicable IRS rate for the difference of the employee's normal drive to and from work when transportation is not provided by the district. (Employee must actually drive to receive the reimbursement; example: carpooling)

ARTICLE V
TEACHING CONDITIONS (HOURS, LOADS, AND ASSIGNMENTS)

A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education. It is also acknowledged that the primary responsibility and duty of the teacher is to teach and that the organization of the school and the school days should be directed at insuring that the energy of the teacher is primarily utilized to this end. The Board, through its Administrators, will make a continuing effort to balance work loads among its professional staff. To this end, optimum and maximum class sizes are listed below:

	<u>Optimum</u>	<u>Maximum</u>
Pre K-3	25	28
4-5	27	31
6-12	30	32
Special Ed.	(State Max.)	(State Max.)

The optimum and maximum class loads will also include Health Classes.

The optimum may be exceeded without consultation with the teacher or Association and the teacher shall be paid \$5.00 per child per day for self-contained grades (K-5) and \$1.00 per student, per period for grades 6-12, when enrollment is over the optimum. The Board will not exceed the maximum without negotiating with the Union, except for the first two weeks of the semester. (i.e., the Board will not place students in the classroom unless and until agreement has been reached to exceed the maximum – except that the maximum may be exceeded for the first two weeks of a semester while the Board works on balancing schedules)

Excepted from this regulation are instructors of Vocal Music, Instrumental Music, and Physical Education. Kindergarten teachers will be limited to two (2) sections per day, a.m. and p.m.

B. The working day shall not exceed seven (7) hours. It may not begin before 7:45 a.m. or start later than 8:20 a.m. without the mutual consent of both the Administration and the Association.

The work day for Elementary shall be 7:45 a.m. – 2:40 p.m. as follows:

First 10 minutes – from 7:45-7:55 a.m., teachers will be generally visible in halls, office and classrooms. Duties shall not be assigned during this ten (10) minute period. When a teacher is away from their classroom vicinity they shall notify a fellow staff member to supervise in their absence.

250 minutes preparation time per week. All scheduled preparation time will be uninterrupted and duty free.

Elementary teachers shall have 250 minutes preparation time which shall be based on a weekly average of released time. No Elementary teacher shall have more than two uninterrupted preparation periods scheduled in one day, and all Elementary teachers shall have uninterrupted preparation time on at least four (4) days per week with no prep time being less than 50 minutes.

Kindergarten preparation time may be split into two 25 minutes sessions. Enrichment teachers (gym, music, art, library, and computers) shall have a fifty minute uninterrupted, duty free preparation period on at least four days with the remainder of preparation time flexible throughout the week.

Special Education Teachers, Title I, Counselors and Therapists may construct their own schedule and preparation time.

40 minutes of uninterrupted, duty free lunch, daily.

The work day for the High School & Junior High School shall be 7:55 a.m. – 2:50 p.m. as follows:

First 10 minutes – Teacher time (no duties) from 7:55 a.m. to 8:05 a.m., teachers will be generally visible in halls, classrooms, office and library. This ten (10) minute period prior to the starting of classes at 8:05 a.m., may be used for calls, copying material, research and conferencing with other teachers and administrators. Duties shall not be assigned during this ten (10) minute period however it is understood that teachers will treat this time as passing time.

285 minutes of instruction (5 periods)

30 minutes of uninterrupted, duty free lunch, daily

One uninterrupted preparation period daily equal to one regular class period

5 minutes of “passing” time between classes

Counselors, Media Specialists, and Therapists may construct their own schedule and preparation time.

- C. Since students are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificate or their major and minor field of study, and the “highly qualified teacher” requirements of the No Child Left Behind Act, Education Yes, and other applicable state and federal laws.
- D. Teachers who shall be affected by a change in teaching assignment will be notified not later than thirty (30) calendar days prior to the first day of classes, except such notice shall not be required in situations beyond the control of the Board. The Board shall make every effort to complete these changes on a voluntary basis. In the event that the Board does not comply with the thirty (30) day notification, the teacher shall be paid a flat rate of Thirty dollars (\$30.00) for each day less than the required thirty (30) day notice. Notification shall be made by mail effective one (1) day after post mark. Notice by telephone shall be attempted.

Changes dictated by unexpected enrollment increases or decreases are beyond the control of the Board. Changes dictated by a teacher leaving his/her teaching assignment after July 1, are beyond the control of the Board.
- E. The Board shall furnish, without charge, lab coats for science teachers. Lab coats are to remain the sole property of the school district.
- F. Telephones shall be made available in each school for teacher’s school related use.
- G. The Board and Association recognize that library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Representatives of the parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will consider all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the school reasonably and properly equipped and maintained. Teachers shall be notified if approved orders are unfilled or on back order. If approved orders cannot be filled, the teacher shall be allowed to order approved alternate materials.
- H. The Board shall make available in each school at least one room appropriately furnished which shall be reserved for use as a faculty lounge.
- I. Parking facilities shall be maintained for employee use.
- J. Forms, documents, surveys, student evaluations, etc. requiring teacher participation shall be done with prior notice and shall be accomplished no earlier than two (2) working days following notification, unless extenuating circumstances arise. Notification shall be in writing. Teachers shall have five (5) working days from the end of the marking period to complete report cards.

ARTICLE VI
VACANCIES, PROMOTIONS, TRANSFERS & JOB SHARES

- A.1. Whenever any vacancy in a regular full-time professional position in the district shall occur, including newly created positions, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. Posting period will be at least ten (10) days. The Administration shall decide on changes, which need to be made mid-year. Any teacher may apply for any such vacancy, transfer, or promotion. The following factors shall be considered in order of priority:
 - a. Full State Certification and the “highly qualified teacher” requirements of the No Child Left Behind Act, Education Yes and other applicable state and Federal Laws;
 - b. District Seniority;
 - c. Educational Attainment, and
 - d. Related Experience

- A.2. The Board does not abdicate its duty to seek the best possible candidate to fill any position, but recognizes its obligation to give careful and thorough consideration to every teacher. Seniority for the purpose of this Article is defined in Article XI, Sections B and C.
- B.1. Any teacher who leaves a unit position and later returns to a unit position, shall not be entitled to retain such rights as he may have had under this agreement prior to such leaving, except:
- a. A unit member who transfers to a supervisory or executive position within the Memphis School System will be allowed a two (2) year trial period. At the conclusion of said two (2) years the employee may either (I) return to a unit position with the same rights held at the time the employee left the unit including the right to bump the least senior person in a position for which the returning employee is qualified. If no less senior unit members hold positions for which the returning employee is qualified, then the returning employee must wait for an available position. Those transferring to a supervisory or executive position prior to the 1991-92 school year shall be covered by the language of the 1988-91 contract, Article 6.B, or (II) not return to a unit position in which case all seniority rights are lost.
 - b. A unit member who leaves the district to take a teaching position at another school district and thereafter is re-hired to a Memphis unit position will be re-hired with the same rights held by the employee at the time he left the unit.
- B.2. Seniority shall only be granted for time in the bargaining unit, and not for non-bargaining unit time.
- C.1. A teacher employed as substitute teacher with an assignment to one (1) specific teaching position after sixty (60) days of service shall be granted leave time and other privileges granted to regular teachers by the school district, including a salary not less than the minimum salary on the current salary schedule for that district.
- C.2. A teacher employed as a substitute teacher for one hundred twenty (120) days or more during a school year shall be given first opportunity to accept or reject a contract for which the person is certified after all other teachers of the school district are reemployed in conformance with the terms of a master contract of an authorized bargaining unit and the employer.
- E. Two (2) teachers who wish to share a 100% assignment may initially apply for such an assignment for the coming school year. The following procedure will be used:
1. Both teachers must agree, in writing, to share the assignment with the other. Both must agree on the percentage of each member's assignment. (examples: 50/50, 60/40, etc.)
 2. If both teachers are in the same building, the building principal must give approval.
 3. If each teacher is in a separate building, the receiving principal must give approval.
 4. In the spring of each year, the District will allow teachers to indicate, in writing, a desire to be part of the Job Sharing Process. Letters must be received by the District's Personnel Office by May 1st of each year.
 5. The shared-time assignment will be established in the position of the most senior teacher. The less senior teacher will be the displaced teacher during staffing the following spring. The more senior teacher will be placed the following year, based on the position the teacher holds this year, but the teacher is subject to being displaced through the normal staffing process.
 6. The less senior teacher may only return to a 100% position when there is an opening.
 7. Both teachers will attend District Professional Development Days unless specifically excused by their immediate supervisor.
 8. If the attendance results in one or both teachers exceeding their yearly contractual percentage, they will be compensated at the end of the year with additional sick time added to their individual sick bank accumulation.
 9. Both teachers will meet with their immediate supervisor and the Superintendent upon approval of the job-share assignment, to set their calendar. They will meet again prior to the Christmas break to make any necessary adjustments to that calendar.
 10. Both teachers will attend parent-teacher conferences with no additional compensation.
 11. Teachers who choose to job-share will have their Personal, Sick and Funeral Leave and Health, Dental and Vision Insurance pro-rated based on their contractual percentage. (See Schedule B – Insurance)
 12. Seniority and steps on the wage schedule will be in full increments, with the salary at each step being pro-rated per percentage of contract being worked by each teacher.

ARTICLE VII
LEAVE PAY

- A. Teachers absent from duty because of illness, personal business, disability or because of illness in the family shall be allowed full pay for a total of twelve (12) leave days in any school year plus as many days as the individual teacher may have accumulated.

Seven days of the twelve (12) leave days shall be designated as sick leave.

Five (5) days of the twelve (12) leave days maximum per year, shall be designated as non-reviewed personal business days. These do not accumulate year to year as personal days, but rather accumulate as sick leave days.

First year teachers shall have six (6) days placed at their disposal at the beginning of the first semester and six (6) days placed at their disposal at the beginning of second semester. Should a teacher use sick leave days to which the teacher is not entitled, the teacher shall reimburse the District for those days.

Each teacher shall be entitled to an accumulation of the unused portion of each year's leave to a maximum accumulation of two hundred and ten (210). Unused personal and sick leave days will be rolled into the sick day accumulation for each teacher at the end of each school year.

After five (5) consecutive days or if a pattern of absences is determined, medical documentation must be provided if requested.

- B. Non-Reviewed personal business days are to be arranged for at least three (3) days in advance except for emergency situations. Days immediately preceding and following any vacation period may not be used as personal business days. (Except for funerals or by approval of the Superintendent). The number of members approved for non-reviewed personal business days shall be limited to five (5) per day.
- C. A sick leave bank shall be established and maintained for the use of teachers. (As defined in Sick Leave Policy – Article XVI).
- D. A yearly audit of the number of leave days used by the teacher shall be taken. One copy shall be issued to the teacher and the other placed in the teacher's permanent file. This audit shall be performed by the first day of the succeeding school year.
- E. No teacher shall be granted a personal leave day to earn money at another job. The Memphis Education Association and the Board will not tolerate abuse of leave policy. In cases where abuse is suspected, an investigation will be made by the Board and the Association.
- F. Upon retirement, a teacher shall receive substitute's wages at the time of such retirement for all accumulated leave days in his account. Upon termination of employment for reasons other than retirement, a teacher shall be eligible to receive fifty percent (50%) reimbursement for any accumulated leave days accredited to him at time of employment termination. This shall be in effect only upon completion of at least six (6) years of teaching service in this system.

ARTICLE VIII
LEAVE OF ABSENCE

- A. Any teacher whose personal illness or disability extends beyond the compensation period under Article VII shall be granted a leave of absence, without pay, for such time as it is necessary for complete recovery from such illness or disability but shall not exceed two (2) consecutive semesters beyond the semester in which illness or disability occurs. Upon return from leave, a teacher shall be assigned to the same position if available or to a substantially equivalent position.
- B. Leaves of absence with pay, chargeable against the teacher's accumulated leave allowance shall be granted for the following reasons:
1. Teachers shall be allowed the use of leave days for attendance at funerals of family members who are not of the immediate family and of personal friends.
 2. Attendance at a ceremony awarding a degree to a staff member for such portion of the day as necessary. Only the staff member receiving the degree is involved.

3. One (1) day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife. (Maximum of two (2) days.)
4. Employees are entitled to FMLA and may use their accumulated sick days for FMLA leave.

C. Leaves of absence with pay, not chargeable against the teacher's accumulated leave shall be granted for the following:

1. A maximum of five (5) days per occurrence for a death in the immediate family. Any additional days needed for death in the immediate family will come from the personal leave days. (Note: Family is defined as parents, siblings, grandparents, children, grandchildren, spouse, parents-in-law, and individuals for whom you have legal guardianship.)

Leave begins the day following the death. The next five days are five week days in which business could be conducted. (Monday – Friday) It excludes holidays and weekends.

If the death occurs after the last teacher day in any vacation period but before five (5) days prior to return, the teacher is not entitled to five work days for death in the immediate family.

2. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal, or in an arbitration, negotiation, mediation or fact finding procedure, shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

D. A leave of absence of up to two (2) years without pay or seniority accumulation shall be granted to any tenured teacher upon application for study, research, special teaching assignment involving probable advantage to the district, study to meet eligibility, certification, or recertification requirements in educational fields, and for other personal or professional reasons. The regular salary increment occurring during such period shall not be allowed.

A leave of absence of up to two (2) years without pay or seniority accumulation may be granted to a probationary teacher upon application for study, research, special teaching assignment involving probable advantage to the district, study to meet eligibility, certification, or recertification requirements in educational fields, and for other personal or professional reasons. The regular salary increment occurring during such period shall not be allowed.

E. An unpaid child-care leave of up to two (2) years shall be granted to a tenure teacher. This leave shall be without increments or seniority accumulation. At least thirty (30) days prior to the termination of such leave of absence, the teacher must notify the Administration of his/her intention to return to work. The teacher shall thereupon be assigned the same or an equivalent teaching position. If this leave began on or after the sixth week of the second semester, the teacher shall be granted that full step on the salary schedule. A returning teacher must return at the beginning of either the fall or spring semester, whichever comes first.

F. Teachers who are state officers of the Association or are appointed to its staff shall upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association. This leave shall not exceed two (2) consecutive semesters or one (1) year.

G. The Board shall grant a leave of absence, without pay, to any teacher to campaign for, or serve in, public office. This leave shall not exceed two (2) consecutive semesters or one (1) year.

H. If requested by the Board, he/she shall submit with such application a statement from a qualified physician attesting his/her ability to resume active duty.

I. Upon written request from a teacher, the Board may, at its sole discretion, grant a short-term leave of absence without pay for a period not to exceed ten (10) school days.

ARTICLE IX
TEACHER EVALUATION

- A. All monitoring or observation of the work performances of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, security system, public address or audio system surveillance devices shall be strictly prohibited. All incidents, behaviors or events, except those observed as part of formal evaluations, prior to said formal evaluations, shall be recorded on the Employee's Performance Record, signed by both the supervisor and teacher, when such occurrences could detract from the teacher's formal evaluation, resulting in negative comments on such formal evaluations. The Supervisor shall present in writing, to any teacher negatively evaluated, specific remedial procedures to correct this matter. The Employee's Performance Record is a supervisor's working record. Teachers have the right to place material on the E.P.R. with teacher and supervisor signatures. Signatures simply recognize data has been entered and does not signify agreement.
- B. The teacher may, at his/her request, have an individual conference with the Superintendent, Principal attending, to discuss his/her written evaluation. The teacher may also request that his/her Association representative, chosen by the teacher, be an observer at such conference. The Association representative would be a Memphis teacher or St. Clair County Uniserv Director.
- C. No teacher shall be formally observed during the first two (2) weeks of the school year, on the day before a school holiday, during homecoming week, or on half days for students.
- D. A Tenure teacher will be evaluated at least once every three (3) years. Tenure teachers shall be notified by September 30, in the year they are to be evaluated. The district may evaluate a teacher during a year when the September 30 notice has not been given if the circumstances have been discussed with the Association President.
- E. A shared teacher will only be evaluated by the Administrators who supervise the shared teacher. One administrator shall be responsible to sign the evaluation.
- F. A probationary teacher shall be evaluated a minimum of two times per school year. (two written evaluations) The association shall be notified if the observation was not satisfactory. The Probationary teacher's annual year end performance evaluation shall be based on but is not limited to at least two (2) written performance evaluations held at least sixty (60) calendar days apart. The Association agrees that probationary teachers are excluded from arbitration rights for non-renewal of employment purposes.
- G. The Principal shall meet within five (5) workdays with the teacher to discuss the observation. The Association shall be notified if the observation was not satisfactory. An Association Representative may be present if requested by the teacher. The rating of the observation is to be explained to the teacher in detail. The Principal conducting the observation shall enter on the form areas of concern and recommendations for improvement. In subsequent observation reports, failure to again note a specific area of concern shall be interpreted to mean that adequate improvement has taken place. The teacher is to sign the form for the purpose of acknowledging that the interview took place and that discussion was held, but this shall not constitute any admission by the teacher of agreement of the assessment set forth. A post evaluation review with the teacher is required within five (5) workdays of the observation.
- H. Each written performance evaluation shall be based on two formal observations for each evaluation. Formal observations shall occur no less than ten (10) student days apart.
- I. Tenured teachers shall be given their written evaluation no later than May 1 of the current school year. Probationary teachers shall be given their final written evaluation no later than April 15th of the current school year.
- J. If a tenure teacher has received a less than satisfactory performance evaluation, the district shall provide the teacher with an Individualized Development Plan in accordance with Section 3(1) of the Michigan Tenure Act. The Individualized Development Plan shall be known as the Tenure Teacher Improvement Plan. The Improvement Plan shall include a statement of the individual teacher's deficiencies based upon the teacher's evaluation and it shall contain suggestions for improvement. The Improvement Plan may also include, by way of example, but not by way of limitation, suggestions for obtaining assistance from other sources, plans for follow-up in evaluating progress in correcting the deficiencies and direction to other resources or people to assist the teacher.

ARTICLE X
PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physician, or other professional person, the Board will take reasonable steps to relieve the teacher of responsibility with respect to such pupils.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel and shall render all reasonable assistance to the teacher in connection with handling the incident by law enforcement and judicial authorities.
- C. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to a person or property. The Board shall render all reasonable assistance to the teacher in his defense, as it relates to Article X.
- D. The discretion of the principal is recommended when dealing with parental complaints. Complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.
- E. The Board shall reimburse teachers for loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on school premises; this does not include hosiery or money.
- F. In accordance with Michigan School Code, where days of instruction are not held because of conditions not within the control of school authorities, those days may be made up at the discretion of the Board to insure requirements are met. (Currently Public Act of 175 of 2003 is one thousand ninety-eight (1098) instructional hours.) It is understood that such days shall be considered part of the regular school year and no employee shall receive additional compensation for those days.

If teachers are required to report on days when classes are later cancelled, they shall be paid for the actual hours worked that day if that day does not qualify the District for State Aid payments.

- G. Personal injury – Whenever a teacher is absent from school as a result of personal injury caused by accident or an assault arising out of and in the course of his employment (self-inflicted injuries are excluded), he will be paid his full salary (less the amount of any Worker's Compensation paid for at the time of injury) for a period not to exceed three (3) full calendar years from the date of the injury. This payment to start when the Worker's Compensation starts. No part of such absence will be charged to his annual or accumulated leave. The Board may, at its option, request a confirming statement from a medical doctor of its choosing relative to the duration of such absence from the teaching assignment. A third medical opinion may be obtained from a mutually agreed upon third party. As soon as such teacher is physically able to return to work, he shall be restored to his previous position or a substantially equivalent one. He shall also receive his increments.
- H. Each teacher shall have the right, upon request, to review the content of his personnel file. A representative of the Association may be requested to accompany the teacher in such review. The teacher shall not be permitted access to that portion of his file, which is classified "confidential" by a university or college placement office.
- I. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Cases of this kind shall be subject to the professional grievance procedure hereinafter set forth. The Association agrees that probationary teachers are excluded from arbitration rights for non-renewal of employment purposes.
- J. If a teacher is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the contents of the material.
- K. All monitoring or observation of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, security system public address or audio system surveillance devices shall be strictly prohibited and not used to discipline the member.
- L. In the event of a bomb threat, members will only be asked to visually check their classroom/work area for anything unusual. If anything looks suspicious, the member will notify the Superintendent's office immediately upon evacuating the building.

ARTICLE XI
LAYOFF PROCEDURES

- A. In the event it becomes necessary to reduce the number of teachers due to program elimination or reduction, or to reduce the number of teachers in a given area, field, or program or eliminate or consolidate positions, the Board shall follow the procedure listed below:
1. Probationary teacher with the least number of continuous years of teaching in the Memphis School System will be laid off first, provided there are remaining highly qualified, and certified teachers to replace and perform all the needed duties of the laid off teachers. (Note: The term “highly qualified” shall be defined for purposes of this Article to mean meeting the requirements of the No Child Left Behind Act, Education Yes and other applicable state and federal laws.)
 2. If further reduction is still necessary, then tenure teachers with the least numbers of years of continuous teaching experience in the Memphis School District will be laid off first, provided there are qualified, certified teachers to replace and perform all the needed duties of the laid off teachers.
 3. All teachers shall be given written notice of layoff at least thirty (30) calendar days prior to the effective date of layoff. If a teacher is not given at least thirty (30) calendar days prior notice of layoff, said teacher will be considered in employment thirty (30) calendar days after receiving such notice and will be paid for the regularly scheduled teacher work days that may fall within this thirty (30) day calendar period. For example, if a teacher is notified on August 31 that he is laid off for the following school year and school starts the first day of September, the teacher will be given employment for the first thirty (30) days of September and the layoff is effective September 30. Duties assigned such teacher shall be professional responsibilities such as substitute teaching, curriculum work or study, and other like professional responsibilities as assigned by the Superintendent or his designee.
- B. Seniority date shall be either (a) date of Board approval of the teacher’s initial contract with the district, or (b) the date of the first day worked, whichever comes first. If more than one individual has the same seniority date, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and affected bargaining unit members will be notified in writing of the date, place, and time of the drawing and will be allowed to attend. The drawing shall be held within one month of the official opening day of school. Seniority lists shall be established and available.
- C. Length of service is defined as unbroken service as a member of the bargaining unit of the Memphis School District or the Western Area Program Teachers assigned to Memphis. Leaves of absence with or without pay and absences due to layoff are not to be considered a break in service.

Seniority Credit shall not be granted for time on voluntary leave of absence with or without pay.

Seniority Credit shall be pro-rated to reflect a portion of time taught for the following:

1. Voluntary Leave of Absence with or without pay for a portion of the school year.
2. Voluntary part-time teaching for a portion of the school year and/or for a portion of the day/week. Such pro-ration shall be in increments of not less than 1/5 of the school year.

Full Seniority Credit shall continue to accrue for the following:

1. Layoff or involuntary leave of absence with or without pay.
2. Involuntary part-time teaching and/or reduction in hours for a portion of the school year and/or for a portion of the day/week.
3. Involuntary Medical Leave.

- D. Rehire of laid-off teachers – The Board will institute a recall procedure which will be in the inverse order of the above layoff procedure.
- E. Any teacher on layoff shall be given priority status for substitute teaching duty.
- F. Non-Reemployment of Probationary Teachers
1. Prior to Board action to dismiss a probationary teacher, the following will occur:

- a. The Board shall review the evaluations of all probationary teachers, together with any appended written statements of the teacher's views about his evaluations.
 - b. The Board shall provide the probationary teacher, upon request, the opportunity to appear at an executive session of the Board (closed to public), in order to respond to the evaluations and the Administration's recommendation on non-renewal of contract. The teacher may be represented by the Association and/or counsel at the executive session.
- G. Any employee that is laid-off shall have the option of receiving their due pay in a lump sum.

ARTICLE XII
NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between them from time-to-time during the period of the Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions and resolving any such matter.
- B. At least sixty (60) days prior to the last student day of this contract, the parties should begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiation 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 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.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation process of the State Labor Mediation Board to take any other lawful measures it may deem appropriate.

ARTICLE XIII
PROFESSIONAL GRIEVANCE PROCEDURE

- A. Definitions:
 - 1. A grievance is a claim based upon an event or condition which affects conditions or circumstances related to this contract and must be addressed to a specific article(s) and paragraph(s).
 - 2. A grieved person is the person or persons making the claim.
 - 3. The term "Teacher" includes any individual(s) or group(s) who is a member of the bargaining unit covered by this contract.
 - 4. A "Party of Interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
 - 5. The term "Days" shall mean workdays as determined by the calendar. During summer recess, "Days" shall be defined as Central Office workdays.
- B. Purposes:
 - 1. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration.

C. Structure:

1. There shall be one or more Association Representatives (Building Representatives) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly represented and which shall serve as the Association Grievance Committee. In the event that any Association Representative or any member of the PR & R Committee is a party of interest on any grievance, he shall disqualify himself and a substitute shall be named by the Association.
3. The Building Principal shall be the administrator or representative when the particular grievance arises in that building.

D. Procedure:

The number of days indicated at each level shall be considered as maximum unless the time limits are extended by mutual consent.

1. LEVEL ONE – A teacher with a grievance shall discuss it with his immediate supervisor, principal or party of interest; individually, together with his Association Representative or through the Association Representatives. This action must be initiated within thirty (30) days of incident or discovery thereof.
2. LEVEL TWO – (a) In the event the aggrieved person is not satisfied with the disposition of his grievance at level one, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's Grievance Committee. The Association Representative shall assist in writing the grievance. (b) Within five (5) days of receipt of the grievance, the Grievance Committee shall decide whether or not there is a legitimate grievance. If the Committee decides there is a legitimate grievance, it shall immediately process the claim to the principal or party of interest. Within five (5) days from receipt of the grievance by the principal or party of interest, who shall render a written decision.
3. LEVEL THREE – In the event the Association is not satisfied with the disposition of the grievance at level two, or if no decision has been rendered within five (5) days from date of receipt of grievance by the Principal or party of interest, the Association will then file the grievance with the Superintendent, who shall render a written decision.
4. LEVEL FOUR – If the Association is not satisfied with the disposition of the grievance at level three, or if no decision has been rendered within five (5) days from date of receipt of grievance by the Superintendent, the Association may refer the grievance to the Board of Education's Review Committee. This committee shall be composed of two elected members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's Grievance Committee for the purpose of arriving at a mutual satisfactory solution to the grievance problem. Minutes of this meeting shall be taken by the Superintendent's Secretary. A decision shall be rendered within ten (10) days. The Superintendent shall be in attendance during the meeting.
5. LEVEL FIVE – If the Association and the grievant are not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance may be submitted within ten (10) days after notification in writing to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. His power shall be limited to deciding whether the Board or professional staff has violated the express article or sections of this Agreement. It being understood that any matter not specifically set forth herein remains the reserved rights of the Board.

The decision of the arbitrator, if within the scope of his authority, as above set forth, shall be final and binding.

The fees and expenses of the arbitrator shall be shared equally by both parties.

A grievance may be withdrawn at any level. However, once withdrawn, the grievance may not be submitted to the grievance procedure again unless agreed to by both parties.

Decisions rendered at all levels shall be in writing and shall be promptly transmitted to all parties of interest. When transmission is by the employer, the Association President shall be considered to be a party of interest.

No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

No documents, communications or records dealing with a grievance shall be filed in the personnel file in the teacher's record file.

Grievances shall be processed outside of regular classroom hours unless otherwise agreed to by the parties.

Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE XIV **FACULTY MEETINGS**

- A. It is the basic philosophy of the Board that faculty meetings be well planned and meaningful to all parties; excuses from faculty meetings can be obtained for good reason from the building principal; otherwise faculty members shall attend.
- B. Thirty (30) minutes per week shall be reserved for faculty meetings. Longer meetings may be held if necessary but not to exceed one (1) hour. The day is to be selected by the principals and building representatives. Advance notice shall be placed in the teacher's mailbox.
- C. Special meetings may be called for emergency situations.

ARTICLE XV **COMMITTEES AND MISCELLANEOUS PROVISIONS**

A. Study Committee

The Administration and the Association shall continue to work together for instructional reform and improved practices of operation.

- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be given a telephone number they may call; it is recommended that they call by 6:00 a.m. If school is closed, and staff is not required to report, the teacher shall not be charged with a leave day.
- C. Collection of all fees is the responsibility of the Central Office.
- D. All standardized tests that are required as a part of the school policy shall be scored by means other than the teachers, either by the office or by commercial machine scoring.
- E. The Association shall be duly advised by the Board of proposed and adopted fiscal, budgetary and tax programs affecting the district, if requested.
- F. This agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. This agreement shall supersede all previous contracts and existing Board policies found to be contrary.
- G. Copies of this Agreement shall be printed at the expense of the Board and the Association. Each teacher shall receive a copy of the current contract. The Association shall receive ten (10) additional copies of the current contract for their use.
- H. The Board of Education will provide a pass to each teacher for use by the teacher and one guest for athletic events, student plays and student concerts.
- I. Field trips will be allowed when economically feasible.
- J. Teachers shall not be required to fulfill an after-school work assignment but will be encouraged to participate.

- K. If any provisions of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications 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.
- L. A committee shall not exceed five (5) Association Representatives and an equal number of Board Representatives. Neither party shall have control over the selection of members for the other party's committee and each party may select whomever it chooses.
- M. Parent-teacher conferences for subsequent years of this agreement shall be negotiated by the Board and Association when the school calendar for those years is negotiated.

ARTICLE XVI
SICK LEAVE BANK

- 1. All members of the unit shall participate in the sick leave bank.
- 2. (a) At the beginning of a school year, if the accrued number of days is less than one hundred (100), a new assessment of days shall be made at the rate of one (1) day per teacher.
(b) If during the school year, the bank becomes depleted, a special assessment shall be made.
- 3. A member shall not be allowed to withdraw his sick leave days from the sick leave bank.
- 4. The first thirty (30) school days of illness or disability shall not be covered by the sick leave bank, but by a person's own accumulation of sick leave or absence without pay. The next thirty (30) days of the same illness shall be covered by the sick leave bank.
- 5. A maximum of thirty (30) sick leave days from the sick leave bank may be used in a school year by a teacher.
- 6. Persons using the sick leave days from the sick leave bank do not have to pay back the sick leave days except as a regular contributing participant of the sick leave bank.
- 7. Any new member must contribute three (3) days to the bank. This can be done over a period of three (3) years.
- 8. The sick leave bank may be used by a teacher who has been granted a maternity leave by the Board. The Board agrees to hold the Association harmless in all litigation arising from Article XVI Paragraph 8.
- 9. Days contributed by members leaving the employment of the district shall remain for the use of the bank.
- 10. The bank shall be administered by three (3) teachers appointed by the Association and one (1) Administrator; a quorum shall be three (3).

ARTICLE XVII
SCHOOL DISTRICT REORGANIZATION

- A. The district shall not consider or take action on any type of annexation, consolidation, dissolution or other reorganization until it has negotiated in good faith with the Association with respect to seniority, tenure and continuation of employment and all other wages, hours, and working conditions.
- B. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be altered, increased, or transferred to persons not covered by this agreement.

The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit, except in emergencies when bargaining unit members are not available or have refused to do the work as assigned except in cases where unsafe conditions are being charged by a bargaining unit member. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances, which call for immediate action in a situation, which is not expected to be of a recurring nature. This paragraph is not intended to limit or restrict the present or assigned duties (status quo) or current practices of the supervisors or administrators.

- C. The Employer shall give bargaining unit members preference for work they have customarily performed. In accordance therewith, the Employer will not sub-contract work unless (a) the skills and equipment needed to perform the work specified are unavailable in the school system or cannot be obtained in a reasonable time or (b) the schedule for such work cannot be met with the equipment or skills available for such work.

ARTICLE XVIII
SITE BASED DECISION-MAKING TEAMS
AND
SCHOOL IMPROVEMENT COMMITTEES

The present compliance with P.A. 25 will be continued as modified in the future by the Committee subject to the following:

1. No plan or action by any committee formed pursuant to P.A. 25 will be implemented that violates the collective bargaining agreement without negotiations being held with the Association to see if the violation can in some fashion be accommodated.
2. Participation by teachers on any committees formed pursuant to P.A. 25 shall be voluntary.
3. Whenever possible, Site Based Decision-Making Team meetings should be held during normal working hours.
4. The by-laws of any committee shall provide that, to the extent that teacher volunteers are available, the representation thereon by teachers cannot be reduced below 50% of the team membership.
5. Building programs will be reviewed at the end of each school year to determine if the program will continue for the subsequent school year.

ARTICLE XIX
MENTOR TEACHERS

- A. When Bargaining Unit members are used as Mentor Teachers, such participation shall be voluntary on their part, but selection of the Mentor Teacher will be made by the building administrator of the Mentee.
- B. All training for the Mentor Teacher shall be provided by the District or a source selected by the District or the ISD, and shall be scheduled during regular school hours, when possible, for the Mentor Teacher.
- C. Effort will be made to match Mentor Teachers and Mentees in the same building and area of certification.
- D. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.
- E. Planning time for the Mentor Teacher and the Mentee shall be provided as follows:
 1. The Mentor Teacher and the Mentee will meet at least once a week and as otherwise agreed upon between the two teachers involved.
 2. Planning time for Mentor Teachers may occur thirty (30) minutes before the start of the school day, or thirty (30) minutes following student dismissal.
- F. Mentor teachers shall be tenured teachers and have no more than three (3) mentees per school year. In the event that there are not enough applicants for Mentor teacher positions, a Mentor teacher may choose to have more than three (3) mentees..

SCHEDULE A – SALARIES

1. (a.) A committee of Administrators and Teachers will determine the criteria for acceptable classes to be used in lieu of the M.A. Degree.

(b.) Either Party to this agreement may issue a notification of their intent to re-open the current collective bargaining agreement if:

1. The District's audited General Fund Balance decreases by more than \$280,000.00 when compared to the June 30, 2009 audited General Fund Balance. The decrease in the District's General Fund Balance must be a result of an increase in the cost of health benefits and retirement contributions for members of the MEA Bargaining Unit, or a decrease in the number of students enrolled in the District, based upon the official 4th Wednesday blended count, and/or a decrease in the level of the per pupil allowance, which results in a reduction of state funding. The decrease excludes any transfers out of the General Fund and the District must notify the Association of its intention to reopen the current collective bargaining agreement.
2. The District's audited General Fund Balance increases by more than \$200,000.00 when compared to the June 30, 2009 audited General Fund Balance. The increase in the District's General Fund Balance must be a result of an decrease in the cost of health benefits and retirement contributions for members of the MEA Bargaining Unit, or an increase in the number of students enrolled in the District, based upon the official 4th Wednesday blended count, and/or increase in the level of the per pupil allowance, which results in an increase of state funding. The increase excludes any transfers out of the General Fund and the District must notify the Association of its intention to reopen the current collective bargaining agreement.

The district shall make a copy of the District's fiscal year audited financial statements available to the association not later than November 30, of each year.

The agreement will expire on June 30, 2013.

2. Annual cost of living increases (per the Department of Labor, Detroit Area Consumers Price Index, CPO-W, Urban wage earners and clerical workers, percent change from 1 year ago) which exceeds 8.5% but not more than 13% (May 1 to April 30) shall affect a corresponding percentage increase in Schedule A. The final COLA percentage shall be applied to the B.A. tract of the schedule for the appropriate experience step of each teacher. During the 2004-2007 school years, the above COLA increases shall be suspended or altered as described above. If the cost of living increase caused the district's fund equity to be less than zero, then the increase will be reduced to not cause negative fund equity.

This language will continue to be suspended until a new contract is negotiated or reopened under terms of 1.b.

3. Any teacher qualifying for a salary adjustment in mid-year because of completed credits shall receive the increase in salary in the middle of the year (second semester). The teacher must advise the Central Office of this change within fifteen (15) school days after the start of second semester to qualify.

**SCHEDULE A
TEACHER SALARY SCHEDULE**

Each level of certification is listed in its own block, with corresponding yearly steps and the increases associated to those steps.

BA

.5% Top Step Only

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	30,566	30,566	30,566	30,566
2	32,553	32,553	32,553	32,553
3	34,668	34,668	34,668	34,668
4	36,922	36,922	36,922	36,922
5	39,322	39,322	39,322	39,322
6	41,878	41,878	41,878	41,878
7	44,600	44,600	44,600	44,600
8	47,499	47,499	47,499	47,499
9	50,586	50,586	50,586	50,586
10	53,875	53,875	53,875	53,875
11	57,366	57,366	57,366	57,366
12	60,932	61,236	61,542	61,850

BA + 20

.5% Top Step Only

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	31,483	31,483	31,483	31,483
2	33,529	33,529	33,529	33,529
3	35,709	35,709	35,709	35,709
4	38,030	38,030	38,030	38,030
5	40,502	40,502	40,502	40,502
6	43,134	43,134	43,134	43,134
7	45,938	45,938	45,938	45,938
8	48,924	48,924	48,924	48,924
9	52,104	52,104	52,104	52,104
10	55,491	55,491	55,491	55,491
11	58,578	58,578	58,578	58,578
12	62,006	62,316	62,627	62,941

MA/BA + 34

.5% Top Step Only

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	31,941	31,941	31,941	31,941
2	34,018	34,018	34,018	34,018
3	36,229	36,229	36,229	36,229
4	38,583	38,583	38,583	38,583
5	41,092	41,092	41,092	41,092
6	43,762	43,762	43,762	43,762
7	46,607	46,607	46,607	46,607
8	49,636	49,636	49,636	49,636
9	52,863	52,863	52,863	52,863
10	56,299	56,299	56,299	56,299
11	61,001	61,001	61,001	61,001
12	65,231	65,557	65,885	66,214

2nd MA/Ed Spec

.5% Top Step Only

Step	2009-2010	2010-2011	2011-2012	2012-2013
1	33,317	33,317	33,317	33,317
2	35,483	35,483	35,483	35,483
3	37,788	37,788	37,788	37,788
4	40,245	40,245	40,245	40,245
5	42,861	42,861	42,861	42,861
6	45,647	45,647	45,647	45,647
7	48,614	48,614	48,614	48,614
8	51,773	51,773	51,773	51,773
9	55,139	55,139	55,139	55,139
10	58,723	58,723	58,723	58,723
11	64,152	64,152	64,152	64,152
12	68,816	69,160	69,506	69,853

SCHEDULE B – INSURANCE

1. Hospitalization – Full family Blue Cross/Blue Shield Health Insurance Program shall be made available to each teacher on a pro-rated basis, based on the percentage of their contract (MESSA Choices or MESSA Super care Plan) IF a member chooses Super Care they will be responsible for the cost difference between Choices and Super Care, or a plan the same or better. A committee composed of the Union President, Uniserv Director, Superintendent and Superintendent’s designee will meet to determine if the proposed hospitalization plan is the same or better.

Employees, as of November 28, 2005, working part-time or under the MESSA Super Care plan, will continue to receive those plans with no pro-ration.

Employees will have the 10/20 prescription co-pay with the current insurance plan that each employee is enrolled in.

There shall be a \$12,500.00 reimbursement pool. This pool shall be on a first come, first serve basis beginning on July 1st of each year, for the unit. On July 1st of each year, up to \$12,500.00 will be added, provided it doesn’t exceed \$25,000.00 total amount in the pool. The district assumes the responsibility for the TPA rates.

Any member spending above \$5 per generic prescription will be reimbursed the difference, up to (\$5) and any member spending above \$10 for a name brand prescription will be reimbursed the difference, up to (\$10). No member will be reimbursed above the \$10 difference for a name brand drug.

If a member uses the mail-in prescription plan, the member will be reimbursed, per prescription, the difference above \$2 for generic, up to (\$18) and \$5 for name brand, up to (\$35). No member will be reimbursed above the \$35 per prescription.

Once the pool for reimbursement has been depleted, in any given year, there will be no more reimbursement.

The Board and the Union will look at “Like Language” alternatives for current health coverage, for the purpose of cost savings. Any change may not be arbitrarily withheld and shall be mutually agreed upon.

Any teacher not electing board paid health care protection shall have an amount, to be determined at the beginning of each school year, and will be dependant on the number of people electing this option, according to the scale below, to apply to a tax deferred annuity. This shall be pro-rated based on contractual percentage.

Number Electing	Annuity Amount
1-9	\$1,200
10 or more	\$2,000

2. Life Insurance – The Board shall purchase and maintain life insurance in the amount of \$50,000 for each teacher. In the event of accidental death or dismemberment, the insurance policy will pay according to the schedule up to \$100,000. The policy shall retain conversion privileges for the employee. Exercise of the privilege is the responsibility of the employee. This shall not be pro-rated based on contractual language.
3. Dental Insurance – The Board shall offer Blue Cross or Delta Dental Insurance which will provide coverage equivalent to MESSA Delta Dental, Plan A 75/50 coverage for Class I and II benefits. Option 0-2 shall be added to all present Delta Dental Coverage (80/80/75 \$1200 ortho max). This shall be pro-rated based on contractual language. Those opting out of Dental coverage shall receive an annuity of \$500 per year. This shall be pro-rated based on contractual language.
4. Vision Insurance – The Board shall provide vision care by Equitable Life Assurance Society of the United States full family Plan VSP-II. This shall be pro-rated based on contractual language. Those opting out of Vision coverage shall receive an annuity of \$100 per year. This shall be pro-rated based on contractual language.
5. Long Term Disability (LTD) – Effective January 1, 1992, the Board shall provide a LTD policy consisting of 66 2/3% pay [with maximums of \$2200 per month] with a 120 day straight waiting period. Coverage is to age 65 with drug/alcohol and nervous/mental coverage limited to two (2) years. This shall not be pro-rated based on contractual language.
6. Insurance Premiums – The Board shall pay insurance premiums for each employee to assume coverage for the full twelve-month period beginning September 1 and ending August 31.

7. Cafeteria Plan and Tax Sheltered Annuities – The Memphis Community Schools (“District”) and Memphis Education Association MEA/NEA (“MEA”) hereby agree to implement the terms and conditions of the Memphis Community Schools’ Cafeteria Plan (the “Plan”), effective July 1, 1996.

The District shall provide an election for cash allowance under the Plan, in the same amount as the annuity allowance provided in Schedule B, Section 1 of the Master Agreement, less any amount of the employee’s tax liability incurred for choosing the cash allowance. MEA members may continue to elect to invest income in tax sheltered annuities in accordance with the provisions of a 403(b) plan adopted by the District.

The Master Agreement will be amended, at the expiration thereof, in order to reflect the implementation of the Plan, as agreed in this letter of agreement or as further negotiated by the parties.

All costs relating to the implementation and the administration of the Plan shall be borne by the District.

SCHEDULE C – SPECIAL ASSIGNMENTS

Schedule C shall be increased by the same percentage as agreed upon for the salary schedule for each year of the negotiated contract. For the period of time from July 1, 2007 through June 30, 2013, Schedule C salaries remain at their 2006-2007 amounts, but experience steps shall continue.

1. Teachers in a substitute role shall be paid \$19.14 beginning in 2005-2006, and \$19.52 for 2006-2007 per period/class for which they substitute.
2. Driver Education teachers shall receive \$25.71 beginning in 2005-2006, and \$26.23 for 2006-2007 per hour for instruction and driving time.
3. Teachers shall be paid \$19.14 beginning in 2005-2006, and \$19.52 for 2006-2007 per athletic event for ticket taking, in the event that Pay to Participate is eliminated.
4. In the event that teachers are requested by the Athletic Director to provide supervision at athletic events, the teacher shall be paid \$19.52 for 2006-2007, per event.
5. Extra-curricular assignments shall be paid in two equal amounts at the middle and end of the respective extra curricular assignments in regular payroll checks per the following schedules: (Athletics has its own schedule, attached)

<u>SPONSORS</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2013</u>
Yearbook	\$1213	\$1237	\$1237
Student Council H.S.	\$ 811	\$ 827	\$ 827
Student Council J.H.	\$ 811	\$ 827	\$ 827
Student Council Elem.	\$ 510	\$ 520	\$ 520
Debate	\$1213	\$1237	\$1237
Mock Trial			\$1237
H.S. Dramatics (per play)	\$1324	\$1350	\$1350
H.S. Dramatics Assistant	\$ 662	\$ 675	\$ 675
J.H. Drama	\$ 646	\$ 659	\$ 675
(see schedule C note #7)			
Band Director	\$1834	\$1871	\$1871
Chorus Director	\$1834	\$1871	\$1871
Elementary Music Director			\$ 750
<u>CLASS SPONSORS</u>			
12	\$2139	\$2182	\$2182
11	\$2139	\$2182	\$2182
10	\$1051	\$1072	\$1072
9	\$1051	\$1072	\$1072
H.S. Honor Society	\$ 811	\$ 827	\$ 827
J.H. Honor Society	\$ 811	\$ 827	\$ 827
Science Olympiad	\$ 811	\$ 827	\$ 827
Future Problem Solving*	\$ 715	\$ 729	\$ 729
SADD Director	\$ 689	\$ 702	\$ 702

Odyssey of the Mind	\$ 811	\$ 827	\$ 827
Chess Club	\$ 811	\$ 827	\$ 827

MENTOR TEACHERS

Mentor Teacher Stipend	\$ 691	\$ 704	\$ 704
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*Mentor Teachers will receive ½ of the above stipend, per mentee, at the end of the first semester and the other ½ at the end of the second semester.

*Yearbook (If taught as a class, the stipend will be \$500 for the extra responsibility instead of the Schedule C Allotment)

SCHEDULE C – NOTES:

- Administration shall determine number of sponsors/coaches required for each activity. The Schedule C pay scale is indicative of the entire amount that will be paid out for a position regardless of how many persons are sponsoring or coaching. If more than one person sponsors or coaches, the amount is split equally between the number of persons. If someone applies as a single (individual) person for a position and is awarded that position, it belongs to only the one person, if later a person decides to take on a co-sponsor, it is their choice and notice must be given to payroll if the pay is to be divided.
- Schedule C assignments shall be filled from Memphis staff, whenever possible, provided the employee is qualified as determined by administration.
- Schedule C assignments shall be made on an annual basis with posting of all positions to be made by April 15 of each school year.
- Athletic Coaching positions not filled at the April 15 posting, and positions that remain vacant following the April 15 posting, will be posted at least two (2) months prior to each season.
- The chorus director needs to plan and implement a minimum of four (4), and preferably more, after school music activities during the year.
- The Elementary Music Director needs to plan and implement a minimum of three (3), and preferably more, after school music activities during the year.
- If the Future Problem Solving Team qualifies and attends either the State Bowl and or national competition, and the team is expected to stay overnight as part of the program, the district agrees to pay the coach \$100 per day and expenses for supervising the team during the competition. The future problem-solving program will have at least some of their practice time outside of school hours.
- The J.H. level volleyball and wrestling and freshmen football salaries are based on abbreviated seasons. If the administration extends the volleyball or wrestling seasons to the same length as J.H. basketball, the pay should also be extended to the same rate.
- The J.H. Drama salary is based on season not on the number of individual plays.

SIGNATURE PAGE

BOARD OF EDUCATION

Harold Burns, Board President

Michelle Wendling, Vice President

Karyn McCue, Secretary

Cliff Wyrembelski, Treasurer

Dr. David S. Symington, Superintendent

Date

MEMPHIS EDUCATION ASSOC.

Krett Kujat, Association President

Dawn Smith, Negotiations Rep

Duane Schunk, Negotiations Rep

Michele Bishop, Negotiations Rep

Mark Lee, Negotiations Rep

Michele Israel, Uniserv Director

