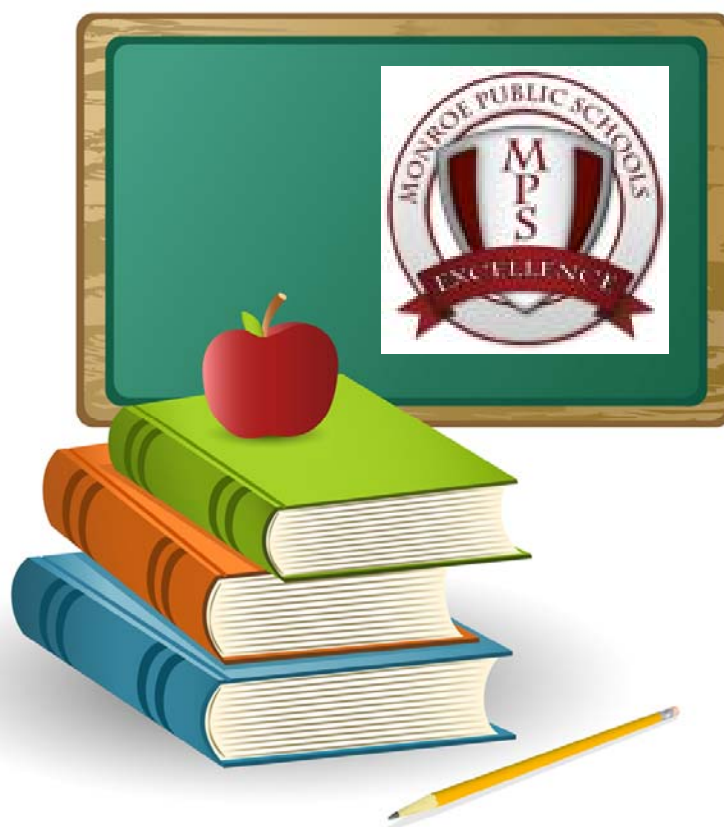


**Master Agreement**  
*Between*

*Monroe Public Schools Board of Education*

*And*

*Monroe City Education Association MEA/NEA*



**September 1, 2009 to August 31, 2012**

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**MASTER AGREEMENT INTRODUCTION**

This agreement entered into this 30th day of August, 2009, by and between the Monroe Public School District of the City of Monroe, Monroe County, Michigan, hereinafter called the "Board" and the Monroe City Education Association, hereinafter called the "Association". This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. Any individual contract between the Board and the individual teacher, heretofore executed shall be made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement and therefore agree that negotiations will not be reopened on any item except upon mutual agreement, during the life of the Agreement.

**ARTICLE I  
RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all full-time and regular part-time certified classroom teaching personnel employed by the Board in all contractual relations with the Board. Such representation shall exclude the superintendent, assistant superintendents, all directors, principals, assistant principals, and all other persons engaged 40% of the time in the direct administration and supervision of certified personnel. This also excludes driver training instructors, summer school teachers, adult education instructors and teacher substitutes. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined.
  
- B. The Board agrees not to negotiate with any teacher or teachers' organization other than the Association for the duration of this Agreement.

**ARTICLE 2**  
**TEACHER RIGHTS**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not in any way discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the act or other laws of Michigan of the Constitution of Michigan and the United States.
- B. Nothing contained herein shall be construed to deny or restrict any teacher the rights the teacher may have under the Michigan General School Laws or other applicable laws and regulations.
- C. Teachers will be entitled to full rights of citizenship and no religious activity of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the employment of such teacher.
- D. Teachers hired after the first day of the legal school year shall be offered contracts for the remainder of the full legal school year. If they are then offered additional probationary contracts, they shall be for the full legal school year(s). In the last year of probation, the Board may offer either a contract for the full school year or a contract ending the anniversary date of their first employment date.
- E. It is further agreed that the Board shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board.
- F. The provisions of this Agreement and wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory and without regard to race, creed, religion, color, sex, age, marital status or national origin.
- G. When a teacher is found to be in violation of this contract, discipline, when necessary, will be applied according to a progressive scale of severity as follows: verbal warning, written reprimand, temporary suspension without pay, and discharge when severity of offense warrants it. When a teacher is given a verbal warning, both administrator and teacher shall testify by signature on an appropriate form that a verbal warning was issued. In cases where a teacher leaves school for more than 30 minutes without proper notification to and approval from the appropriate building administrator, the teacher's pay shall be reduced in accordance with the amount of unexcused time. This type of violation shall commence with a written reprimand on the progressive scale of severity. The above action shall be subject to the professional grievance procedure hereinafter set forth.
- H. The teachers will have the right to review the contents of their personnel file and/or site file originating after original employment and to have a representative of the Association accompany them in such review.
- I. No material originating after employment will be placed in the personnel file unless the teacher has had an opportunity to review the material, sign and date same. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If a teacher believes that material to be placed in the file is in error, a bargaining unit member may receive adjustment provided cause is shown through the grievance procedure, whereupon the material will be corrected and expunged. A teacher will receive a letter informing the bargaining unit member when any material has been expunged from the file. If the teacher is asked to sign material placed in the file, such signature shall be understood to indicate awareness of the

material but in no instance shall said signature be interpreted to mean agreement with the content of the material. Personnel information related to supplemental contracts shall be filed in a section of the individual personnel file segregated from regular teaching materials.

- J. If a teacher is to be disciplined or reprimanded, the teacher shall be entitled to have a representative of the Association present to advise the teacher of the teacher's rights as provided for under the Weingarten Rights of the NLRB. The administration should inform the teacher of this right before reprimanding or disciplining the teacher. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.
- K. 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 shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and Association.
- L. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction and indicate a reasonable period of time for correction. Alleged breaches of discipline shall be promptly reported to the offending teacher.
- M. No action shall be taken on any complaint directed toward a teacher nor shall any notice thereof be included in said teacher's personnel file unless such matter is reported in writing to the teacher concerned.
- N. Teachers may use inter-building mail for communications to other staff members regarding school business.

NOTE: In addition to these stated contractual rights, all employees have rights under Board policies and legal protections. A number of these are included in the employee handbook which is provided to all employees and is available on the district website under "employee services". Pertinent Board policies and legal notices can be found therein. All employees are encouraged to be familiar with this and all other information found in the Employee Handbook. The district is open to suggestions on additional information that should be included in the handbook. Please feel free to make suggestions in writing to the Personnel Office.

**ARTICLE 3**  
**ASSOCIATION RIGHTS**

- A. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when custodial service is required, the Board may make the standard charge therefore and provided further that such use shall be approved by the principal. No charge shall be made for use of school rooms before the commencement nor following the close of the regular school day.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with nor interrupt normal school operations and provided further that principal approval has been obtained.
- C. The Association shall have the right to use that building equipment designated for general staff use when such equipment is not otherwise in use. Use of other building equipment may be requested of the building principal but is subject to his/her approval. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. All equipment must remain on the premises.
- D. The Association shall have the right to post official notices of its activities and matters of Association concern on teacher lounge bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service, e-mail services, and teacher mail boxes for communications to teachers when such communications relate to official business of the M.C.E.A. and do not require inter-building transfer of funds. No teacher shall be prevented from wearing official insignia, pins or other identification of membership in the Association either on or off school premises.
- E. The Board agrees to furnish to the Association in response to its requests such readily available information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.
- F. The Association President will be informed when any major new or modified construction programs or revisions of education policy are under consideration and the Association through the President solicits the opportunity to advise the Board with respect to such matters to their adoption and/or general publication.
- G. It is expressly understood that no member of the administration or secretarial staff will assume responsibility for posting or distribution of material for the Association of any other teacher organization.
- H. In order that the Association may make intelligent and informed decision on behalf of its members, the Association President will have delivered through the school mail, School Board agendas, minutes of the School Board meetings, school handbooks of all schools that develop them, Board policies and revisions and Board meeting packets.
- I. The Board will allow Association representatives time off to attend state and/or national association workshops, conferences, conventions, and other activities, provided that the total of time taken will not exceed sixty (60) days per school year. In addition to the 60 days provided herein, the Association President shall have the ability to use 15 days for Association business. Released time for arbitration shall not be included in the sixty (60) Association days. The Board reserves the right to regulate the number of Association representatives released under this clause. In the event the need for additional days arise, the Association President and the superintendent, through mutual agreement, can extend the days. Requests for Association Days must be submitted at least five (5) working days before the day is requested (except in emergencies) and contain the endorsement of the Association President.

**ARTICLE 4  
RIGHTS OF THE BOARD**

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised by the Board.
1. The executive management and administrative control of the school system and its properties, facilities, equipment and the activities of its employees' working hours.
  2. Hire all employees and subject to the provisions of law and this Agreement to determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, lay-off or demotion and to promote and transfer all such employees.
  3. Establish levels and courses of instructions including special programs and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
  4. 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. Recommendations of the building and/or district committee(s) and the Central Curriculum Committee shall be heard by the Board. All building and district committees shall follow the district procedures for curriculum proposals.
  5. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation; the means, methods and processes of carrying on the work including automation or contracting thereof or changes therein and the institution of new and/or improved methods or changes therein.
  6. Adopt rules and regulations.
  7. Determine the number and locations or relocation of its facilities, including the establishment or relocations of new school buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities thereof.
  8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided in this Agreement.
  9. Determine the policy affecting the selection of employees, providing that such selection shall be based upon lawful criteria.
- B. The matters contained in this Agreement and/or exercise of such rights of the Board are not subject to further negotiations between the parties during the terms of this Agreement unless by mutual consent.
- C. Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board or the Superintendent under the laws or constitution of the State of Michigan, specifically the right and responsibilities as conferred under The School Code and Tenure Laws are preserved.
- D. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.



**ARTICLE 5  
GRIEVANCE PROCEDURE**

**A. Purpose:**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time-to-time, arise affecting the welfare or working conditions of teachers. Both parties agree that proceedings shall be kept informal and confidential as may be appropriate. It will be the general practice of all parties in interest to process grievances during times which do not interfere with assigned duties.

**B. Definition:**

A claim by a teacher that there has been a violation, misinterpretation or misapplications of any provision of this Agreement may be processed as a grievance as hereinafter provided. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the following grievance procedure, with the exception of matters covered by the Teacher Tenure Law. The grievance procedure shall not apply to any matter which is prescribed by law or state regulations or over which the Board is without power to act. No Board prerogative shall be made the subject of a grievance. The provisions of insurance contracts and policies as named in the Master Agreement shall not be made the subject of a grievance as long as the employer pays the correct premiums. The association may file a grievance on behalf of the membership if a violation of the terms of the master agreement impacts the entire membership or if there are multiple members involved. In such a case, where less than the entire membership is impacted, the association shall attach a list of all teachers who have been impacted by the alleged violation as the grievance is filed and shall include the relief sought, and the association shall be granted a 5 day filing extension if needed.

**C. Procedure:**

**Step 1:** Within fifteen (15) working days of the time of a grievance arises, the teacher either singularly or accompanied by the A.R. will orally present the grievance to the appropriate principal during non-teaching hours. If the Association chooses to have someone other than the local building representative accompany the grievant, the Association shall so inform the principal and the principal, in such cases, shall have the option of denying the grievance without hearing and advancing the grievance to the next level. Within five (5) working days after presentation of the grievance, the principal shall give an answer orally to the employee.

**Step 2:** Within five (5) working days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and lodged with the chairperson of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the Grievance Chairperson) and presented to the principal. Within five (5) school days after receiving the grievance, the principal shall communicate an answer, in writing, to the Grievance Chairperson and/or designee, if applicable, and grievant.

**Step 3:** If the grievance is not resolved in Step 2, the Grievance Chairperson may, within five (5) working days of receipt of the principal's answer, submit to the Superintendent, the written grievance signed by the grievant. The Assistant Superintendent for Personnel shall meet with the Grievance Chairperson within five (5) working days in an effort to resolve the grievance and present to the Grievance Chairperson a written answer to the grievance within five (5) working days after the conclusion of such meeting. If further investigation is needed, additional time may be allowed by mutual agreement of the Assistant Superintendent for Personnel and the Grievance Chairperson.

**Step 4:** If the grievance is not settled at step three, the Executive Board of the Association may choose to present the facts of the grievance, with or on behalf of the grievant, to the Professional Council or to arbitration. If presented to the Professional Council, the grievant(s) and/or the grievance chair will present the facts of the grievance to the council. Following such presentation the Professional Council will discuss the grievance and the superintendent will render a decision in writing. Once the grievance has been presented to the council and a decision is rendered, the grievance is not eligible for arbitration. Only the MCEA/MEA or the Board may refer the matter to arbitration, provided that notice to refer the matter is given to the other party within five (5) working days from the receipt of the Board's written decision at Step Three. The grievance will be submitted to arbitration under and in accordance with the rules of the American Arbitration Association. The arbitrator shall hear the grievance in dispute and shall render the decision within thirty (30) days from the close of the hearings. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issues submitted to arbitration. The arbitrator shall confine the decision to the particular case submitted. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws. The termination of probationary teachers shall not be subject to arbitration. The arbitrator's fee and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any non-teacher witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

- D. All time limits stated above may be extended or waived by mutual consent of both parties.
- E. All necessary information will be received by the Association to process a grievance. In the event of a communication breakdown, on the part of the administration, the communication breakdown shall be resolved by the parties at the Superintendent's level and the grievance shall begin at the proper step.
- F. The arbitrator shall have no power to establish or change any insurance policy or insurance contract provided the employer pays the correct premium to the carriers for the policies named in the contract.

GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_ School District

Distribution of Forms:

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

Building

Assignment

Name of Grievant

Date Filed

**STEP 1 - Oral Presentation**

Date of Oral Presentation: \_\_\_\_\_

Date of Oral Answer: \_\_\_\_\_

**STEP 2 - Written Step**

Date Cause of Grievance Occurred: \_\_\_\_\_

1. Statement of Grievance:

a. Section(s) of Contract Violated \_\_\_\_\_

b. Outline of Facts Giving Rise to the Grievance \_\_\_\_\_

1. Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
Grievant Signature

\_\_\_\_\_  
Date

Disposition of Principal: \_\_\_\_\_

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

**STEP 3 - Assistant Superintendent for Personnel**

Reasons for Grievant Appealing to Step II: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Grievant Signature Date

Date Received by Assistant Superintendent: \_\_\_\_\_

Disposition of Assistant Superintendent: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

**Step 4 - Professional Council/Arbitration**

A. Reasons for Professional Rights & Responsibilities Committee Appealing to Step Four:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
MCEA/MEA Signature Date

Date Received by Superintendent: \_\_\_\_\_

\_\_\_\_\_  
Designee Signature Date

B. Date Submitted to Arbitration: \_\_\_\_\_

C. Disposition & Award of Arbitrator: \_\_\_\_\_

\_\_\_\_\_

If additional space is needed in reporting disposition, attach an additional sheet(s).

\_\_\_\_\_  
Signature of Arbitrator Date

**ARTICLE 6  
TEACHER SALARIES 2009-10**

- A. The teacher salary schedule below represents the negotiated increases for the current school year and is retroactive to the beginning of the school year. The master agreement also allows for a ½ % bonus to be paid in December for all teachers of record by November 15 of any school year.

Step	BA	Step	BA+ 18	Step	MA	Step	Ed.S
1	36,110	1	37,629	1	40,265	1	43,349
2	37,183	2	39,772	2	42,416	2	45,471
3	38,931	3	41,924	3	44,561	3	47,599
4	41,083	4	44,068	4	46,711	4	49,736
5	43,234	5	46,233	5	48,868	5	51,873
6	45,386	6	48,386	6	51,034	6	54,013
7	47,551	7	50,555	7	53,202	7	56,169
8	49,718	8	52,721	8	55,370	8	58,319
9	51,884	9	54,892	9	57,551	9	60,474
10	54,056	10	57,065	10	59,717	10	62,635
11	55,128	11	58,829	11	61,789	11	64,861
12+	55,680	12	59,418	12	65,028	12	68,071
		13	59,712	13	66,005	13	69,092
		14	60,060	14	66,005	14	69,092
		15	60,661	15	66,732	15	70,056
		16	60,661	16	67,397	16	70,757
		17	61,006	17	67,397	17	70,757
		18	61,006	18	67,510	18	71,184
		19	61,006	19	67,510	19	71,897
		20	61,650	20	67,510	20	71,897
		21	61,650	21	68,280	21	71,960
		22	61,650	22	68,280	22	72,680
		23	62,295	23	68,280	23	72,680
		24	62,295	24	69,059	24	72,739
		25	63,322	25	69,954	25	73,647
		26+	63,616	26+	69,954	26+	73,647

- B. Employees in the bargaining unit shall be paid on either a 21 or 26 pay period plan. For the 21 pay period plan, the employer shall select the starting pay date which shall be no later than the second pay date in September. The daily rate of pay will be based on the daily duty time and the number of duty days in the official work calendar.

- C. Extra Curricular Activities: These activities will be assigned annually to the teachers involved and supplemental contracts may be issued.
1. Compensation policies -- See Appendix A-1, A-2, A-3 and A-4.
- D. All bargaining unit members will be paid by direct electronic deposit to an account that they choose from those available through the payroll department. Members may elect to use up to two bank accounts for such direct deposits. Only accounts available through the payroll office will qualify for direct deposit.
- E. For the first pay period in December there will be a one-half percent stipend awarded to each bargaining unit member. If the state foundation increases by at least 3% in either of these years the salary schedule adjustment will be increased by another ½%. Any dispute regarding the application of this salary adjustment shall be resolved by the bargaining/mediation process and not arbitration under the grievance procedure.
- F. Performance Enhancement:

The parties agree to continue implementation of the Performance Enhancement program. This program will continue under the revisions put in place by the association. This revised approach is more limited in scope and focuses on specific measurable activities such as building and district committees, student clubs/organizations, or teaching duties that go well beyond normal expectations. This plan will be funded at \$75,000. Guidelines, qualifications, and forms for submitting activities for consideration can be found on the district web site under "Employee Services".

**ARTICLE 7**  
**WORKING CONDITIONS**

**A. WORKING CONDITIONS**

1. In pursuit of their professional teaching responsibilities the Board and teachers feel that there is a need for research, planning, meeting with parents, material gathering, consultation with various specialists and other educational activities. The teachers agree that these activities can only or better be done in libraries, universities, intermediate offices and other locations off school premises. The Board agrees that teachers, after receiving proper authorization, will not be restricted to specific sites for hours other than scheduled meetings and teaching assignments but nothing contained herein prohibits or limits the right of the Board from assigning the extra duties normally associated with the teaching profession nor to call for the temporary adjustments of programs and meetings to meet emergency situations.
  - a. All teachers shall report to their assigned classrooms or duty area no later than 10 minutes before the start of school. All teachers shall remain at their assigned classroom or duty area at least 10 minutes after the bell dismissing students from school.
  - b. Elementary buildings consisting of 700 students or more shall have a bus duty coordinator. Any teacher wishing to be considered for this position should notify the building administrator at the beginning of the year. The position will rotate each trimester among those that have expressed interest. The compensation for this position will be \$100 per trimester.
  - c. Times before and after the bell may be restructured according to building needs. This may or may not involve the total staff.
  - d. Between class periods teachers will make themselves available in classrooms and hallways to help maintain discipline in school.
  - e. Teachers are expected to be available for conferences with their administrators either before or after the above set time when it is not possible to have such conferences within the above set time.
2. The Board and Association recognize a teacher's duties cannot be confined to a fixed number of hours per day or week. The teacher's responsibilities to students and the school district entail the performance of duties and the expenditure of a reasonable amount of time beyond the regular classroom duty hours. These expectations include the participation of teachers on school and district committees or subcommittees, participation in appropriate staff development activities and reasonable availability to parents and students to discuss progress, etc. It is understood that teachers are expected to be available on their planning period on an occasional basis for the purpose of IEP meetings, departmental or grade level concerns to discuss student or curriculum related concerns; or to meet with parents/students as arranged in advance, etc.
  - a. When multiple IEP meetings can be scheduled on the same day, a floating sub will be utilized to release the primary classroom teacher for the meetings.
  - b. The parties understand that state mandated testing will likely impact normal class scheduling and teacher planning periods. The administration will make every effort to provide some level of relief during such testing periods provided that student supervision and testing conditions are not jeopardized. It is further understood that testing conditions for the high school ACT and state supplemental tests are mandated by ACT and the state, and that teacher responsibilities during such testing periods may require adjustments in responsibility assignments during those times, consistent with the state standardized test requirements.

## 3. Secondary Planning:

The normal weekly teaching load in the secondary schools shall include five (5) enrichment periods where scheduled. A teacher's schedule will include five (5) periods of unassigned preparation time each week, one period per day equal to one class period. All secondary teachers shall be entitled to a duty-free lunch period daily, equal to the students' lunch period. It is the intention of the district to provide a minimum of 23 minutes of non-duty lunch time for the middle schools and a minimum of 21 minutes of non-duty lunch for the high school. It is understood that from time to time a school may schedule special activities or field trips that continue through the time that would normally be a teacher instructional planning period. The school administration will make every effort to ensure some period of relief during this time provided that student supervision is not jeopardized. The administration will also schedule in such a way that no teacher planning period is affected more than ten minutes two times a trimester or three times a semester.

## 4. Elementary Planning:

The normal weekly teaching load in the elementary school will be consistent to meet the state mandated hours of instruction and shall include unassigned preparation time equivalent to 50 minutes per day plus one (1) 40 minute duty free lunch periods per day. This planning time will be scheduled so elementary teachers will have a planning time every day where efficient scheduling allows. It is the intention of the administration to schedule unassigned preparation time in blocks of not less than thirty (30) minutes, whenever possible. It is understood that from time to time a school may schedule special activities or field trips that continue through the time that would normally be a teacher instructional planning period. The school administration will make every effort to ensure some period of relief during this time provided that student supervision is not jeopardized. The administration will also schedule in such a way that no teacher planning period is affected more than two times a trimester.

## 5. Elementary Facility Use:

When a facility normally used by a teacher has been assigned by the district administration for other activities, the teacher being displaced may use the room for planning and preparation, provided it does not interfere with the activities taking place in that room.

## 6. The Board realizes that reasonable teaching supplies, materials and facilities are an important element of instruction. Should a teacher have a concern about materials, supplies or facilities, the teacher shall discuss the matter with his/her immediate supervisor. If necessary, the discussion may include the Superintendent's designee.

## 7. Parent-Teacher Conferences &amp; After School Activities:

The Board and Association recognize that it is a teacher's professional obligation to attend parent teacher conferences. The Board and Association also agree on the importance of attending after-school functions and teachers are encouraged to participate in such activities. Attendance and performance of assigned duties at three (3) parent teacher conferences and at two (2) after-school activities are required of each teacher in the Monroe Public Schools.

- a. Three parent-teacher conferences will be required. Individual schools may choose, by mutual agreement of the staff and building administration, to schedule two parent teacher conferences during the fall. The additional parent teacher conference will be scheduled in the spring. The initial parent-teacher conference of the year will be three (3) hours in duration (4-7 PM); additional two conferences will each be two (2) hours in duration (5-7 PM). Teachers who are unable to attend required parent/teacher conferences, will consult with the building principal to make arrangements for the most appropriate way to contact those parents who have requested communication.



- b. Two after-school activities will be required. Teachers will be provided a two week notice before attendance can be required at these after-school activities. Teachers who are unable to attend their assigned after school activity will be obligated to find another colleague to replace his/her assignment in cooperation with the building principal. Teachers that are unable to attend their assigned activity will be required to attend a similar activity as directed by the principal.

8. Flexible Schedules for Non Classroom Teachers:

The parties agree that certain non-classroom support teachers may more effectively utilize the contracted work days through flexibility in scheduling. Up to 5 contract days may be scheduled, by mutual agreement, during the summer months for purposes approved by the immediate supervisor. Any such deviations from the approved school calendar must be communicated with the Personnel Office for purposes of tracking work days and non-work days. Any such rescheduled days may be used at the discretion of the teacher.

B. CLASS SIZES

The Board will make every effort to maintain the following classroom maximums:

<u>1. Elementary Schools</u>	<u>Maximum</u>
Kindergarten, First Grade	25
Second, Third Grades	25
Fourth, Fifth, Sixth Grades	30
Resource Room	County Regulation
Speech & Language Impaired	County Regulation

- a. If an elementary classroom is assigned students beyond 25 in grades K-3 or 30 in grades 4-6 for a period of 10 school days or more per trimester, the teacher will be entitled to an additional payment of \$200 for each student over the maximum per trimester. If a teacher is assigned an overload within 10 days of the end of the trimester, the time of overload will be counted toward the following trimester of that school year.
- b. Teachers that have mainstreamed (ISD) categorical students who are placed into regular classrooms and create an overload will be compensated at a prorated amount based upon the time the students are scheduled into the regular classroom.
- c. Split classes must be two consecutive grades. Teachers who have split classes in grades K-6 shall be allocated \$1000.00 per year. This amount will be payable after all classroom adjustments are completed for the year or October 1, whichever comes first. Split grade assignments will be rotated every year among the teachers of the affected grade levels, unless a teacher volunteers for the split assignment.
- d. Elementary Special Subject Teachers: Teachers of classes such as music, art, technology, and physical education generally have several special needs students assigned to their classes and may have higher class sizes than the general education classes, they shall be allocated \$150 per year above and beyond any money available from regular building or department budgets to be spent on additional approved supplies and/or equipment for their classrooms.

<u>2. Secondary Schools</u>	<u>Maximum</u>
English, Social Studies, Business	33
Math, Science, Language Arts, Health	33
Co-taught classes	31
Resource Room	County Regulation
Speech & Language Impaired	County Regulation

- a. If a secondary classroom is assigned students beyond 33 in any of the above stated classes for a period of 10 school days or more per trimester, the teacher will be entitled to an additional payment of \$40 for each student over the maximum per trimester. If a teacher is assigned an overload within 10 days of the end of the trimester, the time of the overload will be counted toward the next trimester.
- b. If a secondary classroom is assigned students beyond 33 in any of the above stated classes for a period of 15 school days or more per semester, the teacher will be entitled to an additional payment of \$60 for each student over the maximum per semester. If a teacher is assigned an overload within 10 days of the end of the semester, the time of the overload will be counted toward the second semester.
- c. In a secondary class where special education students are clustered for the purpose of co-teaching strategies in which both a regular education teacher and a special education teacher are assigned, the maximum number of special education students (classified by an IEP and excluding speech & language impairment) will be 13 with a class maximum of 31.
- d. If a co-taught classroom exceeds 31 students for a period of 10 school days or more per trimester, each teacher will be entitled to an additional payment of \$40 for each student over the maximum per trimester. If a teacher is assigned an overload within 10 days of the end of the trimester, the time of the overload will be counted toward the next trimester.
- e. If a co-taught classroom exceeds 31 students for a period of 15 school days or more per semester, each teacher will be entitled to an additional payment of \$60 for each student over the maximum per semester. If a teacher is assigned an overload within 10 days of the end of the semester, the time of the overload will be counted toward the second semester.
- f. The following class sizes are governed by the facilities: keyboarding, industrial arts, drafting, vocational shop, life management, art, general music, vocal music, beginning instruction in instrumental music, instrumental music, physical education, and swimming.

### 3. Special Education Placements

The administrator at both the elementary and secondary levels will make every effort to assign special education students in such a way that there is an equal distribution of students within the building.

- a. If an elementary teacher is permanently assigned four special education students (classified by IEP and excluding speech) they are entitled to five (5) hours per week of additional instructional assistant time. For each special education student above 4, two additional hours of assistant time per week will be offered. As an option, if the teacher is permanently assigned four special education students (excluding speech) for more than 10 for a trimester the teacher may receive \$300 per trimester to be used for the purpose of purchasing classroom materials, equipment, conferences or other approved use. If the total is four students for less than 10 in a trimester, the credit above will be prorated based on the percentage of days during the trimester the class was at four special education students. For

each special education student above 4 students for more than 10 in a trimester, an additional \$80 per trimester will be added and available as defined. If the additional student assignment exists for less than 10 days in a trimester, the credit amount will be prorated as above. Categorical students who are mainstreamed into regular classrooms will be prorated based upon the time scheduled into the regular classroom.

- b. At the secondary level, if 8 or more students (classified by IEP and excluding speech) are assigned to a class, and that class has a total enrollment of more than 22 students, that teacher will be entitled to an assistant during that class period, unless this is a co-teaching situation. As an option, if the teacher's class meets the condition above for more than 15 school days in a semester (or 10 in a trimester) that teacher will be provided with a \$450.00 credit per semester (\$300 per trimester) to be used for the purpose of purchasing classroom materials, equipment, conferences, or other approved use. If this condition exists for less than 15 school days in a semester (or 10 in a trimester), the credit above will be prorated based on the percentage of days the class met the conditions.
- c. Students placed in regular classrooms with severe handicaps under Inclusion will have additional services as decided by the IEP process. The receiving teacher must be provided the opportunity to attend the initial IEP, if feasible, or the opportunity to request an IEP to discuss additional needs after placement.

#### C. PROFESSIONAL APPEARANCE

Professional appearance is expected for all educators according to the following guidelines:

1. Care should be taken to dress in a manner which reflects well on the teaching profession, the school, and the district.
2. Teachers shall dress in a neat and clean manner befitting adults who serve as role models for students and in a manner that professionally sets them apart from students.
3. Teachers supervising or instructing specialized classes or special activities may dress in a manner appropriate to the work they are doing.

#### D. TEACHING DUTIES

The Board and the Association acknowledge that a teacher's primary responsibility is in the area of instruction.

1. Responsibility for the collection and transmission of money, by the teachers, shall be kept to a minimum.
2. Teachers may not be required to correct commercially defined standardized tests which they do not create other than those which are a part of the adopted instructional program. However, they will be given the right to volunteer for such tasks. Requests to administer tests shall be made only when directions and/or materials have been provided to prepare the teachers for the responsibilities assigned. Tests results and inventories will be used only to assess the student needs and will not be used to compare teacher performance. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment and that teachers alone cannot be held accountable for all aspects of the academic progress of the pupil in the classroom. Whenever possible, teachers shall have all standardized testing materials in their possession no later than one (1) week prior to the actual testing date(s).

3. In each building where space is available, as mutually agreed to by the principal and building staff, equipped work rooms, separate from teaching and lounge areas, will be set aside for teacher use. The Assistant Superintendent will make the final decision in cases where agreement is not reached. The school district is obligated for only one telephone-equipped lounge per building.
4. Each building teachers' lounge will be supplied with a direct dial telephone or outside line for teachers' use for local calls only.
5. No bargaining unit member shall be required to provide school health services except in emergency situations.

E. PROTECTION OF TEACHERS:

1. Physical Assault

- a. Any case of assault upon a teacher which has its inception in a school-centered program will be promptly reported to the principal in writing, who in turn will report it to the Board or its designated representative. The alleged assault will be promptly investigated by the principal, a representative from the Association and the Superintendent or his/her designated representative. These three persons shall determine whether an assault has occurred, and a proven assault will be administered in accordance with disciplinary mandates.
- b. The teacher may request the Superintendent to provide legal counsel to advise the teacher of rights and obligations with respect to such assault.
- c. Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault arising out of and in the course of employment, the Bargaining Unit Member will be paid the full salary (less the amount of any Worker's Compensation paid for temporary or permanent disability due to said injury) for a period not to exceed two (2) full calendar years from the date of injury. No part of such absence will be charged to the Bargaining Unit Members annual or accumulated sick leave. The Board may, at its option, request a confirming statement from the attending medical doctor relative to the duration of such absence from the teaching assignment. As soon as such teacher is physically able to return to work, the Bargaining Unit Member shall be restored to his/her previous position or an equivalent one.
- d. Loss or damage of personal clothing that results from a confirmed battery committed upon a teacher while engaging in his/her teaching duties will be reimbursed up to a maximum of \$100.00.

F. UNAVAILABILITY:

Teachers will be informed of the procedure to be followed in reporting unavailability for work. Once a teacher has reported to be unavailable and has given the reason for such absence, the administration will arrange for a substitute. If the proper procedure is not followed by the teacher, the cost of the substitute may be deducted from the teacher's salary. Teachers must, if possible, notify their immediate supervisor one week in advance of their planned absence due to short term disability as the result of elective or necessary, but not emergency, medical procedures.

G. INCLEMENT WEATHER:

When, in the judgment of the administrative officials, hazardous weather conditions prevent the opening of school, notice of closing will be given through the local radio station, WTWR FM - 98.3, by at least 6:00 a.m. Teachers will not be required to report to school when it has been closed because of hazardous weather or other building conditions. No teacher shall be required to remain in a building more than three (3) hours due to the loss of electricity or water or heat below 60°.

H. STUDENT DISCIPLINE:

1. When a student is sent to the principal's office because of unacceptable behavior, the teacher and the principal, or the designated representative will meet before leaving the building to discuss disposition of the incident and steps to be taken to prevent recurrence.
2. Teachers are expected to enforce a normal code of acceptable behavior and to require students to conform with all school rules and regulations.

I. PROFESSIONAL IMPROVEMENT:

1. All tuition and cost of classes or workshops required by the Monroe Public Schools for the improvement of the curriculum shall be paid in full by the Board.
2. The Board shall pay, within the framework established by the Board, expenses as detailed on Conference Request Form (fees, meals, lodging, and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent or the designee.
3. Compensation for Course Work:

A fund will be established for the purpose of compensating teachers for some of the expenses involved in taking university course work or other extensive training programs not now offered through the current Professional Development funds. Said Fund will contain \$10,000 for the duration of the Agreement, and no more than 2/3 of this amount will be awarded in the first year. This fund would apply only to those teachers who are assigned to those areas in which they are certified to teach but would be deficient due to pre-experience. All expenses must be approved in advance by the administration. A teacher denied approval of expenses may not grieve the item.

4. Teachers who have satisfactorily completed a master's degree are eligible for tuition reimbursement up to \$200.00 per course. To be eligible for reimbursement, the course must be in an area related to instruction and must be designed to improve the quality of instruction or instructional leadership appropriate for Monroe Public Schools. The teacher must obtain school district approval prior to registering for the course. The district shall not be obligated to pay more than \$15,000 per school year for graduate coursework.
5. In cases where a teacher is sued and held personally liable for injuries caused by an unhealthy or unsafe condition in the school building or by the equipment, the Board will indemnify and hold harmless the teacher against any adjudged damages provided the teacher has followed all published district safety rules or in the case of equipment used for instruction, all manufacturers safety recommendations. The district will convene a safety committee with representatives from all buildings that will meet at least once per semester. Teachers shall indicate in writing to the building administrator any defective equipment or other safety issues that may arise. Such issues shall be forwarded to the maintenance supervisor who with other district administrators will determine the most expeditious method of rectifying the safety concern.
6. Teachers will be expected to attend a mandatory monthly staff meeting September through June. Teachers who show a pattern of not attending required meetings will be subject to discipline. These meetings will be scheduled for one hour, with the option of continuing for up to an additional 15 minutes if the agenda and/or meeting discussion warrants it. Any such extra time will be adjusted from other scheduled staff meetings so that the total time for the year does not exceed the one hour average. Administrators are expected to provide teachers with a meeting agenda 24 hours in advance of a scheduled meeting.

Building staff meetings will generally be held the first Wednesday of each month. Grade level and department meetings will be scheduled on the remaining Wednesdays. At the elementary level these meetings may be used as grade cluster meetings and/or school improvement with mutual agreement of the administration and association.

Holidays or other significant conflicts may result in a change to the yearly meeting schedule. By a majority vote of the staff, the monthly building staff meetings may be changed to another day or time during the month. Buildings and departments also have the flexibility to adjust the schedule below for specific projects that cross grade levels and departments, as well as in smaller buildings with limited staff at each grade level.

The district may offer the teacher the option of attending an in-service in lieu of the regularly scheduled building, grade and department meetings. Grade level and department meetings can be designated twice per year as a district-wide meeting for the purpose of in-service and articulation, as well as any teacher concerns that may arise. At the elementary, the second Wednesday meeting will be a grade level, grade cluster, or other building meeting, as determined by the building staff. An agenda for these meetings will be developed by an Administrator. If the agenda cannot be formulated by one week prior to the meeting, the teachers involved will be notified to meet within their buildings as usual.

Further, teachers are expected to attend mandatory department meetings in the secondary and grade level meetings in the elementary, except for the months of December and June. Teachers who show a pattern of not attending required meetings will be subject to discipline. These meetings will be scheduled for one hour, with the option of continuing for up to an additional 15 minutes if the agenda and/or meeting discussion warrants it. Any such extra time will be adjusted from other scheduled staff meetings so that the total time for the year does not exceed the one hour average.

7. Participation in district professional development which is scheduled during any work day is required. If a teacher is involved in a curriculum training series, which meets during the school day, that teacher may request to be excused from any additional study groups being scheduled during that school year. Anyone who wishes to be excused as such must notify the appropriate curriculum office by the end of September of that school year.
8. When professional development is offered after school hours, the participants will receive \$20 per hour unless otherwise noted.

Following is the tentative schedule for 2009-2010. The confirmed schedule will be communicated prior to the beginning of the school year.

NOTE for Grade Level/Department Meetings

- Group 1 is Grades K-6; Math; Social Studies; MMS PE; Industrial Arts; CTE ,Business Comp., Family Con. Science; and Elementary & High School Special Education.
- Group 2 is Elementary Art, Elementary PE, Elementary TMS, Elementary Music; Language Arts; Secondary Art; MHS PE; and Secondary Media/Technology; and Middle School Special Education.
- Group 3 is Science; Performing Arts; Foreign Language; Guidance & Counselors; and all other courses.

September

9-Building Staff Meetings  
16 Group 1 Grade Level/Department Meetings  
23 Group 2 Grade Level/Department Meetings  
30 Group 3 Grade Level/Department Meetings

October

7 Building Meeting  
14 Group 1 Grade Level/Department Meetings  
21 Group 2 Grade Level/Department Meetings  
28 Group 3 Grade Level/Department Meetings

November

4 Building Meeting  
5 County Wide In-service  
11 Group 1 Grade Level/Department Meetings  
18 Group 2 & 3 Grade Level/Department Meetings

December

2 Building Meeting

January

6 Building Meeting  
13 Group 1 Grade Level/Department Meetings  
20 Group 2 Grade Level/Department Meetings  
27 Group 3 Grade Level/Department Meetings

February

3 Building Meeting  
10 Group 1 Grade Level/Department Meetings  
17 Group 2 Grade Level/Department Meetings  
24 Group 3 Grade Level/Department Meetings

March

3 Building Meeting  
10 Group 1 Grade Level/Department Meetings  
17 Group 2 Grade Level/Department Meetings  
24 Group 3 Grade Level/Department Meetings

April

14 Building Meeting  
21 Group 1 Grade Level/Department Meetings  
28 Group 2 & 3 Grade Level/Department Meetings

May

5 Building Meeting  
12 Group 1 Grade Level/Department Meetings  
26 Group 2 & 3 Grade Level/Department Meetings

June

2 Building Meetings

- All Meetings are mandatory.
- Middle School Department Meetings: All 7-8 teachers will meet at MMS.
- High School Department Meetings: All 9-12 teachers will meet at MHS.
- Note: Secondary department meetings (7-12) may be designated twice per year as district-wide. All 7-12 teachers will meet by subject area.
- Elementary Grade/Cluster level meetings will be held as scheduled. Two meetings per year can be held district-wide by grade level. Other second Wednesday meetings at the elementary may be grade level, grade cluster or other as determined by the building staff.

**ARTICLE 8**  
**GRADE LEVEL AND DEPARTMENT REPRESENTATIVES**

- A. As a means of reducing the districts budget the Board of Education has decided to no longer utilize Department Heads as of 2009-10. The duties formally assigned to those individuals have been transferred to building administrators. It is understood that administrators will consult with coaches and consultants in their specific content areas. If however, teachers are used as grade level representatives and subject area representatives the extra duties and responsibilities of such assignments are judged by administration and the association to be sufficiently significant, added compensation commensurate with the added load shall be provided.
1. The administration may offer additional compensation to any individual(s) who are asked to invest an extraordinary amount of time on a special task, issue, or leadership role for which their expertise is needed and requested by the administration. The level of compensation will be determined in advance and participation by the teacher at this level is voluntary. Any compensation being considered under this provision will be discussed with the union president prior to being implemented.
  2. Each Middle School Team will designate a Team Leader and that Team Leader will be paid a stipend of \$200 per year. Each team leader will be responsible for agendas and minutes for meetings held and will also act as liaisons with the school administration and perform other reasonable duties relative to the team as requested. Team Leaders will be designated for both core and exploratory teams.



**ARTICLE 9  
TEACHER EMPLOYMENT**

For purposes of this article, a transfer refers to a teacher moving from one building or specialized department to another. Assignment refers to the specific grade or subject that a teacher is scheduled to teach by the building principal or department administrator.

- A. As a minimum requirement, the Board shall hire teachers who possess a baccalaureate degree from an accredited institution of higher education and a valid Michigan provisional, continuing, professional or permanent teacher certificate. When, following an extensive and affirmative recruitment program, teachers holding provisional, professional or continuing certificates cannot be found for vocational programs which have been approved by the Michigan Department of Education, the Board may employ persons holding temporary vocational authorization or full vocational authorizations issued by the Michigan State Board of Education. At least ten (10) days prior to such employment, the Board shall notify the Association of its intent to employ a teacher without provisional, professional or continuing certification and of the recruitment activities undertaken. In unusual cases, where teachers holding temporary or full vocational authorizations cannot be found for vocational programs approved by the Michigan Department of Education, upon ten (10) days notice to the Association as above, the Board may employ persons who qualify for an annual vocational authorization. Such persons shall be employed on a temporary basis only and shall be replaced by persons with provisional certificates, professional, continuing certificates, temporary vocational authorizations or full vocational authorizations as such persons are identified. In this regard, the Board agrees to pursue a continuing recruitment program.
- B. Teachers will not be assigned outside the scope of their teaching certificates. Further, assignments must meet the federal "No Child Left Behind" standard for "highly qualified" at all grade levels.
- C. The Board agrees to adhere to its present policy of hiring and assigning teachers without discrimination as to race, creed, religion, color, national origin, sex, age, marital status or disability.
- D. Dues Deductions:
1. All teachers as a condition of continued employment shall:
    - a. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association.
    - b. Or sign and deliver to the Association an intent to pay membership dues and assessments. Such payments must be made in full within thirty (30) days from commencement of school.
    - c. It is recognized that the proper negotiations and administration of professional negotiations agreements entail expense which is appropriately shared by all teachers who are beneficiaries of agreements. To this end, in the event a teacher shall not join the Association, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum equivalent to the dues and assessments of the Association (MCEA, MEA, and NEA) which sum shall be forwarded to the Association. In the event that such an authorization is not signed for a period of thirty (30) days following the commencement of employment of the teacher, the Board agrees that in order to effectuate the purpose of the Public Relations Act and this Agreement, the services of such teacher shall be discontinued as of the end of the current school year. The Association will furnish the Board with a list of those who are neither members of the Association nor have signed a deduction authorization. Such teacher or teachers shall be notified immediately, upon the expiration of the thirty (30) day period heretofore mentioned, of such termination of their services.

- d. Membership or authorization of payment of an amount equal to membership dues and assessments in the Association shall be continued by all members of the bargaining unit. All teachers shall authorize payment of an amount equal to dues and assessments of the Association as a condition of employment.
  - e. The parties recognize that the Michigan Employment Relations Commission, through its rulings and those of the Michigan Courts, has made certain determinations relative to the amount and handling of agency fees, as well as necessary appeal processes relative to same. The parties pledge to recognize those rulings and precedents as controlling in the interpretation of this Article (Article 9).
2. Authorized deduction of membership dues shall be made from each paycheck each month for twenty (20) pays beginning with the second paycheck in September and ending in June of each year. The association will present the payroll department with the appropriate signed authorization forms for dues deduction on or before the Monday following the first pay in September. The amount of the deductions will be provided to the payroll department on a list computed and verified by the association on or before the Monday following the first pay in September. The Board will not be responsible for incorrect deductions. Those who select NEA life will have one deduction made of the second pay in September.
  3. The Board shall also make payroll deductions, upon written authorization from teachers for the credit union, United Way, voluntary political action contributions (according to current law governing such contributions), annuities or any other programs jointly approved by the Association and the Board. Deductions for voluntary political action contributions shall be made in one standard amount and occur in one pay period. Each year, teachers must submit authorization for voluntary political action contributions by November 1st.
  4. The M.C.E.A., M.E.A. and N.E.A. agree to pay all attorney fees, court costs of judgments awarded that may arise when action is taken by said Board of Education to implement paragraph two above and do hereby covenant and agree to hold the said school district harmless from any and all claims which may arise against said district and said Board arising out of the implementation of this Agreement.

**ARTICLE 10  
ASSIGNMENTS**

If a teacher transfer must be made from one building to another it will be done on a voluntary basis. In the event transfers from one building to another are necessitated by enrollment, population and/or curriculum changes and no volunteers appear, the transfer shall be based on certification, teaching experience in Monroe Public Schools and other factors that may enter into the decision. The Association will be consulted when such transfers become necessary.

- A. If, due to student enrollment decline, a teacher must be transferred from one building to another building, the school district shall transfer the teacher with the least seniority (from the building that experienced the enrollment decline) provided:
1. That the teacher that is transferred to another building is certified, qualified and meets the minimum North Central and NCLB qualifications for the area he/she is assigned to;
  2. That the remaining teachers in the building are certified, qualified and meet the minimum North Central and NCLB qualifications.
- B. If openings and vacancies within the bargaining unit occur the district will electronically post all such vacancies for a duration of five (5) business days. Teachers interested in a building or district department transfer may apply for consideration to such postings by return email or letter.
1. Between August 1 and the last day of school, the district will electronically post all such vacancies for a duration of five (5) business days.
  2. From the last day of school through July 31, the district will electronically post any vacant or new bargaining unit positions to the teacher district email address for five business days beginning on the first Monday at noon, after the vacancy or new position becomes available.
- C. Whenever any vacancy occurs within the teacher, administrative and/or supervisory staff, the Board will post the vacancy electronically. (During the summer months, the same procedure will be followed as in B above). Postings will include a general statement of the qualifications required. The parties recognize that in filling vacancies of an administrative or supervisory nature, the prerogative and decision of the Board will be final.

Once right of assignment has been exercised, the remaining openings in a building or department should be electronically posted. If at least three tenured, certified and qualified bargaining unit members are available for consideration by a building or department, interviews will be held and the position will be awarded to one of those bargaining unit members. Any bargaining unit member currently on a plan of improvement is not eligible for a transfer. If less than three tenured, certified and qualified bargaining unit members are available for consideration, they will be placed in a pool that may include outside applicants and will be offered the opportunity to interview for the position.

A bargaining unit member with seniority who has attempted a transfer to a position they are certified and qualified for and has not been chosen in multiple attempts (at least 3) may request a member of the executive board to attend a subsequent interview as an observer. This observer will act as an advocate on behalf of the senior bargaining unit members who will be participating in such interview. The observer (advocate) will not be a voting member of the interview committee and the decision of the committee is not subject to a grievance.

Special Program to General Classroom: Teachers who are hired to or assigned to a special program who wish assignment to a general classroom assignment, must apply for consideration through the posting process. Special program teachers will be considered by the receiving building interview team and may or may not be chosen for the position. Also considered will be special certifications necessary for the current position and the ability to find an acceptable replacement.

Qualifications for internal vacancy postings: The qualifications of a vacant position shall be determined by the school district. Qualifications for positions that would be posted may be more specific than those used in the layoff and recall procedure. By way of illustration and not limitation, qualifications could include academic background, recent experience, professional attainments, specific majors or minors, and other factors deemed relevant by the school district.

- D. Teachers who are assigned to non-unit supervisory or executive positions within the system and subsequently returned to positions in the negotiating unit will, upon their return, have the status which they would have achieved if they had remained continuously in the negotiating unit.
- E. Teachers will be informed, in writing, of the coming year's assignment within the building or department by July 1. Said assignments shall not be changed unless an emergency situation exists, in which case the principal will make a reasonable effort to notify and consult with the teacher. The teacher and the Association will be informed, by certified letter, of the emergency within 48 hours of the time it occurs.
- F. Teaching assignments at a school or within district-wide departments (special education and speech; and elementary art, PE, music, technology, etc.) are the prerogative of the building principal or district-wide department administrator. Teachers desiring a different assignment within their current school or district department should make that desire known, in writing, to the appropriate administrator.
- G. Except in emergency conditions, no regularly assigned teacher, including reading, speech, resource room, learning center, librarians or counselors, will be used as substitute teachers. In no event will a teacher be required to substitute for more than two (2) occasions during any given semester without the teacher's consent. If a teacher has to substitute or keep a class, the teacher will be compensated at the rate of \$25.00 per hour or regular secondary period. This figure will be prorated for block schedule class periods.
- H. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedule as soon as practical. The mileage paid for inter-school travel or other qualified reimbursed mileage shall be at the rate set by the IRS as acceptable.
- I. Full credit up to five years may be given for previous teaching experience and credit not to exceed two (2) years will be given for active military experience allowable in conformity with Board policy.
- J. Consideration for going to part time or for job sharing will be based on the request and the building and grade level the request is made for. If the building principal and district administration believe the arrangement will not have an adverse affect on the students, the request may be approved. Once going to ½ time (or having been hired as ½ time) the teacher is expected to remain at that level until one of the following occurs:
  - 1. If a tenured part-time teacher requests in writing to the Personnel Office to return to a full-time position and a vacancy exists within the district for which the teacher is certified and qualified, the teacher would have full right of acceptance or refusal for that position vacancy provided he/she is the only inside applicant for the posted position. When there are multiple applicants from inside the association, the posted vacancy will be filled in accordance with Article 10 Section C. Any bargaining unit member currently on a plan of improvement is not eligible for a transfer. No teacher will be transferred or laid off to make room for a part-time teacher to return to full-time.
  - 2. (was 3) Teachers who are part-time or in a job share position are required to attend all scheduled contractual meetings, parent conferences, required after school activities, professional development required of all teachers, and any other duties and responsibilities required by contract. Any additional required meetings, in-services, or other activity pre-approved by the appropriate curriculum director for additional compensation will be paid on a pro-rata basis. Any voluntary activity scheduled by the teacher which may extend beyond the normal part-time work day will not qualify for additional compensation.

**ARTICLE 11  
TEACHER EVALUATION**

Teacher Evaluation will be conducted using the following:

A. Purpose of Evaluation:

1. To ensure the best education possible for all students through stimulating growth and development of the professional staff.
2. To improve communication between teachers and administrators.
3. To evaluate teachers as required by statute for the purpose of assignment, placement on tenure, transfer, promotion or in some cases, discharge or non-renewal.

B. Frequency of Formal Observation Periods: An observation period will consist of at least two scheduled observations and if necessary, up to two unscheduled observations, covering at least 8 but not more than 20 school days. These timelines may be extended by mutual agreement of the parties.

Probationary Teachers

1. Probationary teachers will participate in at least two observation periods at least 60 calendar days apart.
2. Formal observation periods for probationary teachers may not begin during the first 30 calendar days. Observation periods for Probationary teachers must be completed by March 15 of each year or at least 60 calendar days prior to the anniversary date of hire for mid-year hires.
3. Probationary teachers will begin with Domain 2 in their first year. In the second through fourth years, the probationary teacher will focus on Domains 1, 3, and 4 in that order.
4. By mutual agreement between the Probationary teacher and the evaluator, customized measurable performance objectives may be substituted for some components. In this case, the parties should also agree to the rubric to be used for assessment of the objective.

Tenure Teachers

1. Formal observation periods for Tenure teachers may not begin during the first 30 calendar days. A Tenure teacher will participate in at least one observation period.
2. Observation periods for Tenure teachers must be completed by May 5.
3. Tenure teachers will choose 3 or more components from each domain in consultation with the evaluator during the formal evaluation year.
4. By mutual agreement between the Tenure teacher and the evaluator, customized measurable performance objectives may be substituted for some components. In this case, the parties should also agree to the rubric to be used for assessment of the objective.

**Monroe Public Schools  
Teacher Evaluation Process**

Step I: *Initial Meetings:* At least thirty (30) calendar days prior to the beginning of the formal observation period there shall be a conference between the teacher and the evaluator. This conference will include:

- Both the teacher and the evaluator will review the domains and components and do preliminary checks on where the teacher might fit in the rubrics of each component.
- The teacher and evaluator will discuss and select the components on which the evaluation will focus. The evaluator has the option of including a component if the evaluator feels there is a strong need to address an area.
- Set up a follow-up conference, if needed, to finalize the areas on which the evaluation will focus.
- Discuss a tentative timetable for the observation period(s).

Step II: *Pre-observation conference:* Within 5 days of the beginning of the observation period a conference will be held between the teacher and evaluator to review the general plan for class observations. The teacher may provide the information orally or in writing. Forms are available to assist in collecting this information.

- Provide a general plan for instruction during the observation period.
- Provide a more detailed lesson plan for all scheduled observations.
- Provide information on Students and Resources.

Step III: *Observations:* Observations during the observation period are both scheduled and unscheduled.

- All observations are to be conducted openly and with full knowledge of the teacher, including any unscheduled observations (teacher knows the evaluator is in the room) .
- Each observation shall last at least 30 minutes, or the duration of a particular teaching lesson.
- No observation may interfere with the normal teaching/learning process.

Step IV: *Post-Observation - Conference:*

- Following the first scheduled observation, the teacher will complete a reflection sheet on the lesson observed and this reflection should be included in a follow-up conference with the evaluator.
- It is expected that there will be written and/or oral feedback to the teacher following each observation during the observation period.
- Throughout the observation period, the teacher will have the opportunity to provide documentation and artifacts pertinent to the appropriate domains/components to be considered for the final evaluation report.
- If an evaluator finds the teacher's performance unsatisfactory in any area, the reason(s) shall be set forth in writing along with suggestions for improvement contained in a plan of improvement.
- Such plan of improvement will continue until a subsequent report of satisfactory progress in the area of deficiency.
- Teachers shall have the right to discuss the report with the evaluator and to have a union representative present at such discussions.

Step V: *Final Evaluation Report:* The final report shall be reduced to writing on the Teacher Evaluation Form agreed to between the association and the district.

- Following the final observation, both the teacher and the evaluator will check the appropriate rubric for each component included in the evaluation and a conference held within 10 days to discuss the similarities and differences. The teacher will have a final opportunity to provide documentation to support any area where there are differences.
- A copy of the final written evaluation shall be given to the teacher within 10 working days following the completion of the above conference.
- The final written evaluation should contain only information previously known to or discussed with the teacher.
- The teacher is required to sign the evaluation form and will receive a copy for their records.
- If a teacher disagrees with the result of an evaluation report, he/she may submit a written explanation for attachment to the personnel file copy.
- If a teacher is denied continued employment, the Board will advise the teacher of the reasons, in writing, with a copy to the association, and provide a hearing where requested.
- Probationary teachers shall receive a written recommendation within 60 days prior to the end of the probationary year(s) specifying renewal or non-renewal of probationary contract or tenure recommendations.
- Non-renewal of probationary teachers shall be governed by existing tenure statutes.

Failure to follow the steps of this process shall be subject to grievance.

**ARTICLE 12  
LEAVES OF ABSENCE**

- A Sick Leave: The purpose of the individual sick leave program is to provide income protection for the employee, to the extent provided in this section, during periods of involuntary absence from employment due to periods of incapacitating illness or injury.
1. Teachers shall be credited with 12 days per year. A non-tenure teacher who leaves the district before the end of the school year will repay the district all sick days used in excess of 1.25 per month.
  2. Sick leave days shall accumulate and will be granted on the basis of half or whole days.
  3. Upon the recommendation of the Superintendent, the Board may require a teacher to submit to physical or mental examinations by a district selected medical doctor or psychiatrist as the case warrants, to determine whether involuntary sick leave is warranted. Such required examination will be at the Board's expense. The reasons for the examination shall be in writing. If there is disagreement on this diagnosis, the teacher may request another opinion from a mutually acceptable doctor or psychiatrist, as the case may warrant.
  4. Where a teacher is absent for more than 3 consecutive days the teacher shall submit a doctor's note verifying the disability or if a doctor was not visited shall provide a written statement giving a general reason for the extended absence. Where a teacher is absent for more than 5 consecutive days, the teacher shall submit a doctor's note from the attending physician verifying the disability period and giving a release to return to full duties and/or outlining the required accommodations to return to duty.
    - a. For a continuing absence beyond 30 work days there must be a follow-up disability note at that time and every 30 work days following, until the absent teacher is released to return to duties, with or without accommodation. When an absence exceeds 30 consecutive work days, the teacher must provide a disability statement from the attending physician. This disability statement must be delivered to the Personnel Office within 5 working days of the 30<sup>th</sup> consecutive absence. This requirement must be repeated after every 30 work day increment where the employee remains unable to work. For purposes of this section, an absent teacher must return to work for a period of 10 consecutive work days for this cycle to be discontinued. The teacher must be given a written doctors release, with or without restriction and/or accommodation, to return to his/her teaching duties.
    - b. The district reserves the right to verify such disability through an independent medical examination, at the Board's expense. If there is disagreement on this report, the teacher may request, within one week, another opinion from a mutually acceptable physician.
  5. Time taken for doctor's appointments will be confined to after school if at all possible. Sick time of a half day will be the standard amount of time for doctor's appointments unless it can be shown a full day is necessary.
  6. In addition to personal illness or injury, sick leave may be used for the following purposes:
    - a. Serious or critical illness or injuries in the immediate family (immediate family shall be considered to mean mother, father, spouse and children).
    - b. Child born to wife.



- c. Adoptions: Up to 10 consecutive days of individual accumulated sick leave may be used for the purpose of adoption when an adjustment period is requested and documented by the adoption agency. Provisions under unpaid short term leaves may be used in lieu of or in conjunction with this subsection as long as the total leave does not exceed the 12 weeks provided under the district's Family and Medical Leave Policy.

#### B Incentives for Minimal Paid Leave Use

Teachers who begin a school year with at least 134 days of accumulated sick and business days will be credited with a third business day.

#### C Temporary Leaves of Absences

1. Personal Business Leave: At the beginning of every school year, each teacher shall be credited with two (2) days which may be used to conduct personal business or religious activities. These days may be used for any purpose at the discretion of the teacher, except they shall not be used to extend vacation periods nor as vacation periods themselves. A teacher planning to use these personal business leave days shall request them in writing on the approved form not more than 20 work days nor less than 7 work days in advance. For any one school day, the district guarantees up to 4 teachers who require substitutes shall be granted personal business leave, provided the request is made as specified above. Any leave days requested less than 7 days but 3 or more days in advance shall be considered and awarded on a first come first served basis and dependent upon anticipated substitute availability. Unused business leave days shall be credited to sick leave accumulation at the end of the school year.
2. Bereavement Leave:
  - a. Up to 3 days may be granted for the purpose of bereavement in the event of each death of an immediate family member (immediate family is defined as mother, father, spouse/significant other, son, daughter, brother, sister, or guardian). Up to 2 additional days may be granted and such time will be deducted from the individual sick leave bank. If no sick days are available in the individual sick leave bank, the day will be deducted from the following year's allotment.
  - b. A maximum of 3 days per year for the purpose of bereavement may be granted for the death(s) of grandparents, grandchildren, in-laws, or others living in the teacher's household.
  - c. A bereavement day for the death of an individual not covered in "a" and "b" above may be granted at the discretion of the superintendent and such approved time will be deducted from the individual sick leave bank. If no sick days are available in the individual sick leave bank, the day will be deducted from the following year's allotment.
3. Any teacher found to have misrepresented, violated or abused his sick leave and/or temporary leave provisions of this Agreement, may be denied compensation for those days and may be disciplined in accordance with just cause.
4. Floods and tornadoes are natural disasters common to this area. Two days may be granted for emergencies caused by these disasters.
5. Teachers are encouraged to visit other schools and attend meetings or conferences of an educational nature. The number of teachers released for such purposes will be within the discretion of the administration and budget allotments.

6. Jury Duty - Teachers, when requested to serve on jury duty, shall immediately notify their principals. The teacher shall be paid their regular salaries while on jury duty and any compensation paid to them for said court appearances shall be signed over to the school district. No days shall be deducted from their accumulated sick leave or leave days. If the teacher is dismissed from their jury assignment early on a given day, they shall notify their principal(s) as to the feasibility of returning to their regular assigned duties.
7. Subpoenaed - Any teacher who is subpoenaed by a judge or administrative law judge to testify during school hours in any school related judicial or administrative matter or who is asked to testify in any arbitration or fact finding shall be paid the Bargaining Unit Member's regular salary for such time spent and any compensation paid to the Bargaining Unit Member for such appearance shall be signed over to the school district. A teacher who is subpoenaed as above for any court related issue that is not a school related matter will be expected to apply to use personal business day(s) under section C-1. Use of such personal days for such matter will not adversely affect the attendance incentive language in section B-2 above.
8. A teacher engaged during the school day in negotiating on 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.
9. Teachers serving as an active member of an elective civic or governmental organization may be granted up to 3 days per year to attend a related convention or special meeting, following written request to the superintendent. Other requests related to non-elected civic/governmental or charitable organization will be considered by the superintendent on a case by case basis and up to three days per year may be granted. Approvals or denials under this clause are not subject to the grievance procedures.

#### D. EXTENDED LEAVES OF ABSENCE

1. Association Activities  
The Board agrees that up to two (2) teachers designated by the Association may, upon request, be granted a leave of absence for not less than one (1) semester/trimester nor more than two (2) school years without pay or increment for the purpose of engaging in Association (local, state or national) activities.
2. Peace Corps - Exchange Teaching  
A leave of absence, without pay, of up to two (2) years may, upon the approval of the Superintendent, be granted to any teacher who serves in the Peace Corps in a teaching capacity or serves as an exchange teacher under an approved exchange teacher program and is a fulltime participant in either of such programs, upon return from such leave, if a position is available, the teacher will be placed on the salary schedule at the level the Bargaining Unit Member would have achieved if the Bargaining Unit Member had not been absent.
3. Professional Study  
An instructional employee who has taught under contract in Monroe's School System seven (7) years or more, upon written request, may be granted a leave of absence without pay for the purpose of professional study, providing also that such leave shall not exceed a period of one (1) year and providing also that such leave does not impair the program of the school system. Those who request such leave must hold a continuing, professional or permanent certificate. Teachers granted leaves shall be considered to have contract ipso facto. These conditions allow credit for retirement purposes according to Retirement Board rulings.

4. Military Service

Any person employed under contract in the Monroe School System who may be drafted into the armed forces of the United States or who may enlist in said forces during a state of war or war emergency or who is about to be drafted and enlists in order to become placed in a preferred branch of the military service will receive a military leave of absence upon written request to the Board. Upon return and reinstatement to a position in the Monroe School System for which the Bargaining Unit Member is qualified, said teacher will receive full credit under the salary schedule for the time spent while in said military service but not to exceed two (2) years. Persons who receive military leave must make application for reinstatement no later than 90 days after the date of honorable discharge.

5. Sabbatical

An instructional employee who has taught under contract in the Monroe School System seven (7) years or more, upon written request, may be granted a sabbatical leave with pay. Sabbatical pay is set at one-half (1/2) the seventh (7th) step of the BA scale. A teacher on sabbatical leave will be paid one half of the sabbatical salary during the year the teacher is on leave in nine equal installments. The remainder of the sabbatical salary will be paid at the end of the year the teacher returns to work. No more than three (3) sabbaticals may be granted in any given year. Teachers granted a sabbatical leave shall be considered to have a contract ipso facto. These conditions allow for retirement purposes according to Retirement Board rulings.

6. Maternity Disability

The Board of Education will grant a leave of absence for maternity disability reasons, without pay, upon written request for such leave and upon proper certification of pregnancy by the employee's physician. Such leave may be for a period of one full school year and may be renewed at the will of the Board. Any adjustments to this procedure must be approved directly by the Superintendent of Schools. A teacher who is granted a maternity disability leave may return at the step and tenure schedule in effect at the time of leave.

7. Personal Illness, Accident, Child Care, R & R and Emergencies

Only a tenured teacher may be granted a leave of absence for a period not to exceed one (1) year on account of personal illness, accident, some other grave emergency, child care or for rest and recuperation. Written application for such leave shall be made to the Superintendent of Schools, who shall upon receipt of same, make such investigation as he/she may deem necessary in order to determine if the granting of such leave would serve the best interests of the employee and the school district. Persons who are granted such leave will receive no pay during the leave of absence. Upon return to service following such leave, the employee's position on the salary schedule will be as follows:

- a. Full credit will be granted for service prior to the leave;
- b. No credit will be granted for the period of the leave.

8. Short Unpaid Sick Leave

- a. A teacher may take a short, unpaid leave of absence (one to six weeks) due to disability or illness. The teacher must present a doctor's statement (M.D., D.O.) stating the nature of the disability or illness and an expected return date to unrestricted employment. If requested by the employer, the teacher must have the disability or illness and the time required for recovery verified by a Board selected (Board paid) physician.

- b. A teacher may elect to use a leave pursuant to Article XII A. (Sick Days) in conjunction with a leave pursuant to Article 12, C.8. (Short Unpaid Sick Leave). If the total leave time granted (12 A and 12 C.8 - Short Unpaid Sick Leave) does not exceed six weeks (42 consecutive calendar days), the teacher will return to the same position.
- c. Any extension of an unpaid leave pursuant to this section (Article 12, Sections 7 and 8) will be at the sole discretion of the employer, will be for the remainder of a semester(s) and will not contain an assurance of a return to the same position.

9. General Procedures

All requests for extended leave will be applied for and granted in writing. The teacher must apply for the leave at least sixty (60) days prior to commencement, except in case of emergency.

10. Benefits Accrued and Leave Return

No benefits will accrue to a teacher during a leave of absence except as otherwise stated herein. A teacher on leave of absence may return, upon the expiration of the Bargaining Unit Member's leave, to the first available position that the Bargaining Unit Member is qualified to teach.

11. If an employee has been granted a leave that ends at the end of the school year following the second semester, as a condition of the leave, the employee must notify the school district between March 1 and April 1 of his/her intent to either request an extension of the leave, return to work - or terminate employment. An employee who does not notify the school district between March 1 and April 1 of one of the above three options shall lose all previously acquired seniority. If an employee has been granted a leave that ends following the first semester/trimester, as a condition of the leave, the employee must notify the school district between November 1 and December 1 of his/her intent to either request an extension of the leave, return to work, or terminate employment. An employee who does not notify the school district between November 1 and December 1 of one of the above three options shall lose all previously acquired seniority.

E. TERMINAL LEAVE

1. Terminal Leave:

- a. If a teacher has completed twelve (12) to twenty (20) years of continuous service credit in the Monroe Public Schools district, the teacher shall be paid in a single payment at 50%, 21 to 25 at 60%, 26 to 40 at 70%, and more than 40 years of continuous service at 55% of the daily rate of the BA step 1 (at year of termination) for each accumulated sick day. (example; 70% of BA step 1 divided by the number of teacher calendar days). The teacher will be allowed to accumulate all of their sick days during the time worked for Monroe Public Schools. The payment shall be a single payment paid by or before six months from the final termination date, and paid into the established district 403-B account in the name of the terminating teacher. Once this termination pay is deposited into the 403-B account the employee will have the option of cashing in the account, opt to rollover to another tax deferred account, or leave the sum in the initial 403-B account.
- b. In consideration for the above terminal leave benefit, the parties agree that future compensation package formulas will include: fifty percent of the savings generated by the difference in costs from a terminating teacher and the replacement teacher will be used by the district to offset the costs of the termination package. In addition, future compensation formulas will change the fund equity share from an excess of 5% to 10%. Anything in excess of 10% fund equity will share 50% utilizing a pro rata percentage of the teacher's compensation percentage of the district compensation budget.

- c. Inasmuch as the parties bargaining the 2001/2002 contract recognize that they cannot dictate or control future bargaining, it is the stated intent of the parties that, should a future contract alter the terminal leave package - all employees eligible under this package with at least 12 years with the district at the time of its alteration will have the ability to exercise the option to either follow this package or participate in its replacement.
  - d. To be eligible for terminal pay the teacher must provide a binding letter of resignation by April 1 or November 1 of the last semester/trimester of work. The district may choose to waive this requirement due to extenuating circumstances offered by the teacher.
2. If, upon terminating before age 62, the teacher draws unemployment compensation, the amount received shall be deducted from his/her terminal pay.
  3. Payment of terminal leave shall be allowable only if the teacher terminates his/her employment while still in the employ of the Monroe Board of Education or by death.
  4. The remainder of an employee's unused individual sick leave shall be paid to his/her estate upon death.
  5. If, after receiving a payment under this provision, a former employee resumes employment with the Board and again becomes eligible for payment hereunder, payments previously made will be deducted from any subsequent payments to which he/she is entitled.

F. PROFESSIONAL BEHAVIOR

1. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teacher profession and create undesirable conditions in the school building.
2. The Association will use its best efforts to encourage the professional behavior of teachers. Teachers are expected to conduct themselves according to the "Code of Ethics" found in Appendix C
3. Sick leave which is judged to be excessive may require a doctor's excuse.
4. All teachers are expected to demonstrate a level of professionalism generally accepted for those working in the profession. This would include practicing a high ethical standard in the delivery of instruction, as well as state and national assessments. All teachers and the Board are committed to the NEA/MEA code of ethics (Preamble and Principles 1&2) as included in Appendix C of this agreement.

G. SICK LEAVE BANK

1. The Sick Leave Bank under this contract is provided as a safety net for teachers who may be unfortunate enough, through accident or long term illness, to become disabled from work for a lengthy period of time. This bank is recognized as a disability bridge to protect some level of compensation until the teacher is able to return to work or make other decisions about his/her employment future. Probationary teachers will remain ineligible for the sick leave bank for the length of the probationary period. At the start of the first tenure year, the teacher will contribute one day for each of the probationary years served. The following directions for use of the sick leave bank are contractually agreed upon.

2. After medical verification the individual teacher must wait 60 work days to be eligible for the sick bank, for each application to the sick bank. Up to 10 individual sick days used during the diagnosis of a long term disabling illness, as verified by the attending physician, may be considered as part of the waiting period. The teacher may use their own accumulated sick days during this waiting period.
3. Each teacher is eligible for a lifetime maximum of 200 days from the sick bank and wages paid will be according to the following scale: the first 50 days from the sick bank will be at 90% of the individual's salary level at the time of entry into the bank; 85% for sick bank days 51- 100; 80% for sick bank days 101-150, and 75% for sick bank days 151-200. The teacher may choose to continue using his/her own accumulated sick leave days for more than 60 days and defer application to the sick leave bank. Such deferral will not vacate the already met waiting period and the teacher may choose to apply to the sick bank at any time they choose once the waiting period is met. In extraordinary circumstances the parties may, only by mutual agreement, add up to an additional 100 days to the lifetime maximum to be paid at 50% of the individual's salary at the time of entry into the sick bank. When a member's pay is prorated by the sick bank guidelines, a corresponding fraction of a day will be deducted from the sick leave bank.
4. Requests for sick-leave bank days shall be made in writing--a sponsor or power of attorney signature will be acceptable when member is incapacitated.
5. Sick-leave bank days may be granted--per medical report and individual request--as full days or half days. The requesting teacher may be asked to submit to an independent medical examination by a physician chosen by the district to verify the disability or continuing disability.
6. The district payroll department must be notified in writing by the chairperson of the sick-leave bank or the total committee as to the number of days granted to each individual in step with payroll pay days.
7. The Association shall maintain, as an open account, accurate records of the Monroe City Education Sick-Leave Bank and will have a written statement at the end of the contract year.
8. Any member of the bargaining unit on a leave of absence is ineligible for the sick-leave bank.
9. Any member shall be eligible for sick-leave bank in accordance with State and Federal laws covering disabilities, sick leave, long-term disabilities, pregnancy and shall not have their civil rights violated or be discriminated against because of their sex.
10. Each teacher eligible for the sick bank will be eligible to have salary continuation under this provision during the summer months while in the sick bank based on either their 21 or 26 pay choice.
11. If the number of days in the Association sick leave bank falls below 25 days prior to the end of any school year, the Association will notify the Board to make a transfer of one day from each teacher's current allowance to the Association sick leave bank. A teacher who does not have a day remaining in the sick bank at the time of the transfer will have a day from the next year's allotment transferred.
12. In order to receive or to continue receiving benefits under these provisions, the individual approved for the sick leave bank must remain in the immediate area, unless under strict orders from an attending physician (MD./ DO.).

**ARTICLE 13  
NO STRIKE CLAUSE**

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, cause, authorize or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of a teacher from his/her position or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the teachers' duties of employment) for any purpose whatsoever. Further, the Association will make every effort to carry out the above.

**ARTICLE 14**  
**NEGOTIATION PROCEDURES**

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing information and otherwise constructively considering and resolving any such matters.
  
- B. At least sixty (60) days prior to the termination of this Agreement, upon written request of either party, negotiations will be undertaken. Provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support or assistance to the Association.
  
- C. Neither party in any negotiations shall have 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. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.
  
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.



**ARTICLE 15**  
**REDUCTION OF PERSONNEL**

- A. Prior to the Board acting to reduce the teaching staff for reasons such as a decrease in students or of operating funds, the Board shall notify the Association in writing of the necessity, the procedure for laying off positions needed based upon the proposed educational program for the forthcoming year. Teachers must be certified and qualified by state and federal guidelines for the positions they fill. Teachers shall be given notice of layoff before June 30 for the first semester/first trimester and by November 15 for the second semester/third trimester. It is understood that teachers not laid off for first trimester will maintain employment until the end of the second trimester.
- B. Reduction of certified personnel who are members of the bargaining unit shall be made according to certification, qualification by state and federal guidelines and continuous service in the Monroe school district. The order of layoff will be as follows:
1. Probationary employees will be laid off first and shall not be retained over tenured teachers except where no tenure teacher is certified or qualified to fill the position.
  2. Tenure teachers by seniority, certification, and qualifications as hereinafter defined.
- C. Certified shall be defined as a state recognized valid teacher certificate. A teacher will be considered certified for only those areas listed and university verified as of February 1. In the case of special education placements, certification shall be dictated by the ability of the individual to qualify for a certificate endorsement and the ability to qualify for Department of Education approval. After the first day that teachers report in the fall, updating of endorsements (majors and minors) shall be allowed for the purpose of recall ranking. Recall of teachers on layoff shall not be affected by changes in certification until the next layoff period. Teachers who are laid off because of necessary reduction shall be appointed to the first vacancy occurring for which they are certified and qualified in the reverse order in which they were laid off.
- D. For purposes of this article, "qualified" shall be based on: Certification in grades K-6 and 9-12. It is hereby recognized that all areas except mathematics, science, social studies and English in grades 7 and 8 require special qualifications. Beginning in 2006-07, all teachers must meet the federal definition of "highly qualified" under the No Child Left Behind statute. For all areas, except those listed above where certification is sufficient, additional qualifications are needed and shall be based on:
1. Certification and a major or minor or the equivalent hours in the specific teaching area, or
  2. Certification as above and student teaching experience in the discipline, or successful teaching experience in the discipline, or
  3. Certification as above and teaching of the same subject matter in grades 5-6.
  4. Nothing in this article shall require the school district to assign a teacher to a teaching position which would cause a school building to jeopardize its accreditation standing. If a teacher is properly certified to teach a grade level but does not meet the necessary accreditation standards, the teacher may be assigned temporarily to an area the teacher is certified but not qualified to teach if:
    - a. The teacher submits a university approved program which will demonstrate the teacher will complete all necessary coursework to meet the accreditation standard within 2 years of being assigned to the area. This must be submitted to the Personnel Office no later than the end of the first semester following placement in the area.

- b. The employer will pay for the additional necessary training to qualify the employee as per Article 7, Section H; #3.
- E. Teachers on leaves of absence will be given notice of layoff if they were scheduled to return to work but no position exists because of a layoff. Such teachers shall be placed on the recall list and given notice of recall consistent with the above mentioned section C.
- F. Seniority
1. Seniority shall be counted from the employee's first date of continuous service in the school district. If two or more employees are hired on the same day, the employee's last four (4) digits of their social security shall be totaled to determine the highest sum. The employee with the highest sum shall have the higher seniority ranking. In the event of a tie with the above procedure, one additional digit to the left of the last 4 digits of the social security number will be added until the tie is broken.
  2. The seniority list shall be posted electronically by placement in the public folder, with hard copies furnished to the union, at least 15 working days prior to November 15 and March 15. It shall be the responsibility of each employee to promptly check the seniority list. If an employee or the union does not believe that the employee's seniority, certification, or endorsement is correctly shown on the list, the Personnel Director shall be notified, in writing, of the alleged error within ten days of the list's final day of posting. If no challenges are made within the 15 day period, the seniority list shall be deemed to be accurate. After November 20 the seniority list shall be frozen until reposted on March 1.
  3. Teachers who are on leave of any kind during this time will be notified of their placement on the seniority list by certified mail sent to their last known mailing address. It is the responsibility of the teacher to inform the school of their address or any change of address. The 15-day examination and notification period shall not commence for those individuals until three days after the mailing of the seniority list. The union shall receive copies of the final seniority list.
  4. All seniority is lost if:
    - a. the employee resigns
    - b. the employee retires
    - c. the employee fails to return from recall or if the employee fails to report to work following the expiration of a leave of absence.
    - d. the employee is absent for three consecutive days without notifying the school district.
    - e. the employee is discharged and such action is not overturned.
    - f. the employee fails to comply with Article 12, section D-11.
  5. There shall be no seniority granted for the following extended leaves of absence (found in Article 12, Section C., Sub. Section 1-7): Association activities; Peace Corps - Exchange Teaching; Professional Study; Sabbatical; Maternity; Personal Illness- Accident - Child Care - R & R - Emergency. Short Term Unpaid Sick Leave of less than one (1) semester duration will accrue seniority.
  6. Teachers who are employed less than full time will be granted seniority on a pro-rata basis and will be granted other fringe benefits on a pro-rata basis. Any current teacher who earned full time seniority as a part-time teacher will retain that seniority.

**ARTICLE 16  
COMMITTEES**

- A. In order to establish a line of communication with the administration through which concerns of the teachers could be voiced and resolved, a Professional Council will be established. The Professional Council shall be composed of the President of the Association and four members designed by him/her, the Superintendent and four members designed by him/her.
- B. The Professional Council shall meet when needs arise as agreed between the Superintendent and the President of the Association.
- C. The Professional Council is empowered by mutual consent to appoint committees composed of teachers and administrators to study and report. Upon completion of its study and report on the subject assigned to it, each committee shall be considered dissolved. Once dissolved, no committee shall be reactivated except by mutual consent of the members of the Professional Council.
- D. The clerical expense of the Professional Council and its sub-committees shall be paid by the Board.
- E. When necessary, Association representatives on the Professional Council shall be released from school duties for meetings of the Professional Council without loss of salary when such meetings are held during the school day.

**ARTICLE 17**  
**MISCELLANEOUS PROVISIONS**

- A. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers should be found contrary to law by a court of last resort or court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, or to any rule or regulation of the State Department of Public Instruction from which rule or regulation no appeal has been taken within the time provided for doing so, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.
- B. The Board will provide only electronic copies of the master agreement.
- C. The ability of pupils to progress and mature academically is a combined result of the school, home and economic environment.

APPENDIX A

B.A. shall apply to all teachers possessing a Baccalaureate Degree from an accredited college or university and holding a provisional, continuing, professional or permanent teaching certificate.

B.A. + 18 shall apply to all teachers possessing at least 18 semester credit hours beyond a Baccalaureate Degree in a field related to their teaching assignment, from an accredited college or university and holding a provisional, continuing, professional, or permanent teaching certificate.

M.A. shall apply to all teachers possessing a Master's Degree from an accredited college or university and holding a provisional, continuing, professional or permanent teaching certificate.

Spec. shall apply to all teachers possessing an Educational Specialists degree from an accredited college or university and holding a provisional, continuing, professional or permanent teaching certificate. Teachers who possess Ph.D.'s or Ed.D's in a field related to their teaching assignments and holding provisional, continuing, professional, or permanent Michigan Teaching Certificates shall be paid on the Spec. Schedule.

A teacher in the 1975-77 contract who was grandfathered on step ten or above on the B.A. + 30 schedule will receive a \$630.00 increase based on the B.A. + 18 schedule.

Employees will be eligible for educational salary lane changes only twice each year (first semester, second semester). To be eligible for a salary lane change, the employee must give notice to the employer by June 1 for the first semester and November 1 for the second semester. The district must receive university verification of the requisite credits by October 15 for the first semester and February 15 for the second semester or the employee may revert back to his/her prior salary lane.

APPENDIX A-1  
ADDITIONAL COMPENSATION

- A. Extra Class - Individual's base pay divided by six, seven, or eight (depending upon the schedule of the school) of the salary step.
- B. Vocational Education - Vocational Coordinators pay will be prorated at 2.5% of salary step for each additional week worked. The number of additional weeks worked before and after the regular school year will be determined by the following schedule:

<u>STUDENT PLACEMENTS</u>	<u>ADDITIONAL WEEKS</u>
9-14	1
15-24	2
25-39	3
40 and over	4

The individual coordinators "Cooperative Education Monthly Report" for the preceding May, will determine the number of student placements. Coordinators work schedule will be developed in cooperation with the Vocational Director.

- C. Lunch Hour - Reimbursement on basis of extra class prorated on time spent.
- D. High School Play - \$1,200.00 - not less than two plays per year. No released time during the school day.
- E. High School Class Sponsors

Senior Class (1 sponsor)	\$750.00
Junior Class (1 sponsor)	\$500.00
Sophomore Class (1 sponsor)	\$400.00
Freshman Class (1 sponsor)	\$250.00
- F. Mileage - The mileage paid for inter-school travel or other qualified reimbursed mileage shall be at the rate set by the IRS as acceptable.
- G. If a teacher has, by law, had to do non-teaching work to earn a vocational certificate, the Board shall honor this work experience accordingly. However, teachers hired after the 1978/79 school year shall be paid according to the following:

Each one semester class taught, which requires the teacher to hold a current vocational certificate, will be remunerated at the rate of 1/10 the difference between the actual teaching experience step the teacher has earned and two steps added for vocational certification. EXAMPLE: If a newly hired teacher has had to have two years of work experience to teach vocational subjects and is assigned two hours of vocational subjects, that teacher would receive a BA on Step 1 salary plus 4/10 difference between Step 1 and 3.

- H. Regular part-time employees in the bargaining unit will be entitled to eligibility for hospitalization, dental, vision and all negotiated group benefits provided by an insurance carrier on a prorated basis. The above shall be subject to the rules and regulations of the insurance carrier including any requirement that employees must work a minimum number of hours per week before coverage will commence. Leave days will be earned on a prorated basis.

- I. Persons who hold a supplemental contract that is paid at the end of the activity or season will be provided the opportunity to adjust withholding, to estimate annual earnings, for federal and state income tax prior to the actual pay period.
- J. The parties recognize that although an employee shall not be granted continuing tenure in extra-curricular positions nor that employees have any expectancy of contracted employment beyond the duration of the supplemental contract, it is in the best interest of the parties that the employer establish a mechanism, outside of the jurisdiction of this contract, to provide for review of decisions which the employee considers to be arbitrary and capricious with regard to said supplemental contract. The parties further recognize that all grievances regarding supplemental contract appointments, supplemental contract reappointments, and supplemental contract evaluations should be processed through a review process and not through the grievance procedure outlined for certified teaching staff within this contract. The supplemental contract review board will consist of a panel which will hear the grievance and render a decision which will be final and binding on all parties.
- K. Relative to machine repair in industrial education and vocational education, it is mutually recognized that routine maintenance and safety checks of shop machinery and equipment is a duty that is a part of an industrial education and vocational education teacher's day. On occasion, the teacher may engage in a major repair of machinery or equipment and year-end maintenance which would occur during the teacher's preparation period and after the school day. Provided the industrial education or vocational education teacher obtains prior approval for payment from the Assistant Superintendent for Business, the teacher shall be compensated at the hourly rate paid for substituting during a preparation period.

## APPENDIX A-2 - REIMBURSEMENT OF COACHES

<u>Coaching Position</u>	<u>Base</u>	<u>Coaching Position</u>	<u>Base</u>
Baseball 7 .....	5%	Soccer JV .....	6%
Baseball 8 .....	5%	Soccer Boys Varsity.....	10%
Baseball 9 .....	6%	Soccer Girls Varsity.....	10%
Baseball JV .....	8%	Softball Middle School .....	5%
Baseball Varsity .....	10%	Softball JV .....	8%
Basketball Boys 7 .....	6.5%	Softball Varsity .....	10%
Basketball Boys 8 .....	6.5%	Synchro Swim.....	10%
Basketball Boys 9 .....	7%	Swim Middle School.....	5.5%
Basketball Boys JV .....	9%	Swim Boys Varsity Asst.....	8%
Basketball Boys Varsity .....	13%	Swim Boys Asst (Dive).....	4%
Basketball Girls 7 .....	6.5%	Swim Girls Varsity Asst.....	8%
Basketball Girls 8 .....	6.5%	Swim Girls Asst (Dive).....	4%
Basketball Girls 9 .....	7%	Swim Boys Varsity .....	12%
Basketball Girls JV .....	9%	Swim Girls Varsity .....	12%
Basketball Girls Varsity .....	13%	Tennis Girls .....	9%
Cheerleading Middle School (2 seasons).....	6%	Tennis JV Girls.....	6%
Cheerleading 9 (2 seasons).....	6%	Tennis JV Boys.....	6%
Cheerleading JV (2 seasons) .....	6%	Tennis Boys Varsity .....	9%
Cheerleading Varsity (2 seasons).....	9%	Track Middle School Asst.....	5%
Cross Country Boys/Girls .....	10%	Track Middle School Head.....	6%
Football Equipment Manager.....	9%	Track Asst. Boys .....	8%
Football 7 - Asst.....	6%	Track Asst. Girls .....	8%
Football 7 - Head.....	7%	Track Varsity Boys .....	11%
Football 8 - Asst.....	6%	Track Varsity Girls .....	11%
Football 8 - Head .....	7%	Volleyball 7.....	5%
Football 9 - Asst. ....	7.5%	Volleyball 8.....	5%
Football 9 - Head .....	8.5%	Volleyball 9.....	6%
Football Asst. JV .....	8.5%	Volleyball JV .....	8%
Football Head JV.....	10%	Volleyball Varsity.....	11%
Football Varsity Asst.....	10%	Wrestling Middle School Asst.....	6%
Football Varsity Head.....	15%	Wrestling Middle School Head.....	7%
Golf Varsity .....	9%	Wrestling JV .....	9%
Golf JV .....	6%	Wrestling Varsity .....	12%

The percentages will be multiplied by the current teacher negotiated base salary at Step I Bachelors.

**CREDIT FOR EXPERIENCE IN POSITION:**

<u>ADDITIONAL:</u>	<u>PERCENTAGE</u>
1 year coaching	.0%
2 years	.2%
3 years	.4%
4 years	.6%
5 years	.8%
6 years	1.0%
7 years	1.2%
8 years	1.4%
9 years	1.6%
10 years	1.8%
11+ years	2.0%

Credit for experience is determined by years of coaching in that particular sport (i.e credit will be granted for basketball coaching 7th grade, 9th grade and Varsity). If an individual leaves coaching and returns he/she will given credit for the number of years coaching a particular sport in Monroe. (Years do not have to be consecutive).

Pay for each sport will be sent to payroll upon completion of the season and when all equipment is returned, properly stored, paperwork completed and accepted by the Athletic Director.

This appendix applies only to coaches who are current bargaining unit members during the time they are coaching the sport. Non bargaining unit coaches will be paid on an alternate pay scale set by the district, beginning in the 2007/08 school year.



APPENDIX A-3  
SUPPLEMENTAL SALARY SCHEDULE  
INSTRUMENTAL AND VOCAL MUSIC

A. ELEMENTARY MUSIC SUPPLEMENTAL

1. \$500.00 per school year will be paid to any elementary music teacher who supervises an approved building music\* group and meets with that group at least weekly and where time is not scheduled during the regular school day for this purpose. If thirty (30) minutes are allowed within the school week in a building for the purpose of the music activity, the amount paid would be \$250.00. If sixty (60) minutes are designated within the school week in a building for the purpose of the extra-curricular activity, there would be no additional supplemental under this section. This time allowed would be compensated for the time used during a lunch hour for choir practice.

\*A music group is one approved in advance by the music director and the elementary curriculum director. There will be no more than one extracurricular group approved per building in the vocal and/or instrumental areas. The music group must develop a product which would be offered for public view, i.e. music program or musical.

2. An additional \$35.00 will be paid for any music program or concert\*\* which might go beyond the two (2) extra duty assignments provided for in the contract. The following scale for concerts will be used.

\*\*Concerts include grade level programs, as well as choir. The maximum allowed without special approval are:

- Elementary (over 700 students): Four (4) classroom programs; two (2) choir program (including play or musical).
- Elementary (under 700 students): Two (2) classroom programs; two (2) choir programs (including play or musical).

Elementary music teachers can request additional compensated programs. Written approval must be obtained prior to the additional programs. The music coordinator and the elementary curriculum director will determine the desirability of the requests.

Note: If a choir performs as a part of a grade level performance, it will count as one program under this section.

B. SECONDARY MUSIC SUPPLEMENTAL

<u>Participants:</u>	<u>Points:</u>
Those students enrolled in performance ensembles.	
1-25	1
26-50	2
51-75	3
76+	4
2. <u>Music Position Experience in System</u>	
0-2	1
3-4	2
5-6	3
7-8	4
9-10	5
11-Over	6

- |   |    |
|---|----|
| 3. <u>Number of Performances Dates:</u>   |    |
| 1-5   | 1  |
| 6-10  | 2  |
| 11-15   | 3  |
| 16-20   | 4  |
| 21-25   | 5  |
| 26-30   | 6  |
| 31-35   | 7  |
| 36-40   | 8  |
| 41-45   | 9  |
| 46-50   | 10 |
| 51-60   | 11 |
| 61-Over   | 12 |
| 4. <u>Budget Cost, Care, Inventory and Accountability of Equipment</u>  |    |
| \$500-\$1000  | 1  |
| \$1000-\$3000   | 2  |
| \$3000-\$5000   | 3  |
| \$5000  | 4  |
| 5. <u>Responsibility Factor:</u>  |    |
| Middle School   | 3  |
| High School   | 4  |
| 6. <u>Number of Weeks w/Outside Responsibilities:</u>   |    |
| Each 6 hours of time spent outside the normal school day with or for students of teacher's performance groups (choir and band) equals 1 week. |    |
| 1-5   | 1  |
| 6-11  | 2  |
| 11-15   | 3  |
| 16-20   | 4  |
| 21-25   | 5  |
| 26-30   | 6  |
| 31-35   | 7  |
| 36-40   | 8  |
| 41-45   | 9  |
| 7. <u>Liability - participants:</u>   |    |
| Low   | 1  |
| Moderate  | 2  |
| High  | 3  |

High School Music Staff .4936% X BA Step 1  
 Middle School Music Staff .4507% X BA Step 1

The Coordinator of Music and the music teachers will be assigned to review point totals for each position.

**APPENDIX B - INSURANCE & BENEFITS**

- A. The Board will provide to the employees and eligible family MESSA Choices 2 PPO plan, Blue-Cross, Blue-Shield underwriter, MESSA care rider, with a \$10.00/\$20.00 Rx and a \$0 deductible in network and a \$250/\$500 deductible out of network, for a full 12-month period effective on October 1, 2004. The district will pay the premium costs for this program for the 2009/10 and 2010/2011 fiscal years. Premiums for the 2011/2012 fiscal year will be subject to bargaining.
- B. Delta Dental Plan D with orthodontic benefits 02 will be provided for the employee and the eligible family. The Board shall provide dental benefits to the employee and eligible family as follows: Class I - 70%, Class II - 70%, Class III - 70%, Maximum of \$750.00.
- C. The Board will provide MESSA Vision Service Plan III Plus for the employee and the eligible family.
- D. Those employees who choose not to enroll in the hospitalization plan may use up to \$200.00 per month to purchase options offered by the insurance company and/or an annuity. The parties will investigate the correct IRS guidelines to accomplish this in order not to jeopardize the benefit package of other employees.
- E. The Board will provide \$20,000 (twenty thousand) life insurance. Additional insurance coverage may be purchased on an individual deductible basis, provided no change will be allowable beyond a deadline established by the administration.
- F. With the exception of the life insurance, in which the Board names the carrier, the school district may provide the above insurance plans by the way of MESSA PAK or individual MESSA programs.
- G. Medical/Dependent Care Benefit (Section 125 Plan): The district has established a qualified Medical/Dependent Care benefit for those teachers who choose to participate. The plan year will be October 1 to September 30. Employees must opt to participate on an annual basis.

APPENDIX C - 403(b)

Due to the fact that IRS rules and guidelines surrounding employer 403(b) plans have changed, the parties agree:

- A. The Board and the Association recognize the importance of providing investment alternatives to assist employees in achieving their retirement savings goal. Although the district intends to utilize TSA Consulting Group as a Third Party Administrator of district 403(b) plans, there will be no agreement between the district and the MRIC (Consortium) that is contrary to any provision contained in the Master Agreement. Vendors utilized and available to employees of the district shall be named as appropriate under IRS regulations and the Master Agreement.
- B. As the regulations regarding the administration of 403(b) plans continue to evolve, the parties also agree that:
  - 1. A plan document, consistent with all legal requirements shall be adopted on or before December 31, 2008. Furthermore no changes, except for those changes required by the IRS, shall be made to the Plan Document without mutual written agreement between the Board and the Association through end of contract.
  - 2. If fees are charged to participants by the TPA, the Board and Association will reconvene to discuss these fees.
  - 3. The list of vendors will remain the same, unless a particular vendor opts out of participating. No deletions to the approved vendor list will be made by the Board without consulting the Monroe City Education Association. Any change to the vendor list shall be only by written mutual agreement between the Board and the Association.
  - 4. The school district has named TSA Consulting Group as the third party administrator (TPA) for the School District's 403(b) Tax Sheltered Deferred Retirement Plan.
  - 5. The Board shall provide any communication that may have a direct impact on potential changes and members' 403(b) plan program.

**APPENDIX D – CODE OF ETHICS OF THE EDUCATION PROFESSION**

*(As adopted by the Representative Assembly of the National Education Association, July 1975)*

Article XII of the Constitution of the Michigan Education Association provides that the Code of Ethics adopted by the National Education Association shall be the Code of Ethics for the members of the Michigan Education Association.

**Preamble**

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, the devotion to excellence and the nurturing of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

**Principle I - Commitment to the student**

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning;
2. Shall not unreasonably deny the student access to varying points of view;
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress;
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety;
5. Shall not intentionally expose the student to unnecessary embarrassment or disparagement;
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, or family, social or cultural background, or sexual orientation, unfairly:
  - a. Exclude any student from participation in any program;
  - b. Deny benefits to any student;
  - c. Grant any advantage to any student;
7. Shall not use professional relationships with students for private advantage;
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

**Principle II - Commitment to the profession**

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications;
2. Shall not misrepresent his/her professional qualifications;
3. Shall not assist entry into the profession of a person known to be unqualified in respect to character, education or other relevant attribute;
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position;
5. Shall not assist a non-educator in the unauthorized practice of teaching;
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law;
7. Shall not knowingly make false or malicious statements about a colleague;
8. Shall not accept any gratuity, gift or favor that might impair or appear to influence professional decisions or actions.

<b>Letter of Understanding (Preschool Programs)</b>
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- A. The parties agree to recognize the pre-school teaching positions which require elementary certification as being represented by the Monroe City Education Association Bargaining Unit.
- B. In exchange for the recognition and accretion of the pre-school teaching position which require elementary certification, the association agrees that other pre-school positions which do not require elementary certification shall not be recognized as being represented by the Monroe City Education Association Bargaining Unit even if such positions are filled by a certified employee.

<b>Letter of Understanding (Clinical Supervision)</b>
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Clinical Supervision is an informal developmental strategy for improving actual teaching and learning in the classroom on an ongoing and routine basis. The intent of Clinical Supervision is the instructional growth of the teacher through mutual goal setting, trusting supervisory relationships, two way communication and the building of a supportive climate.

A. Purpose of Supervision

- 1. Give support to teachers to maintain the skills they already have.
- 2. Identify where growth could come and encourage that growth.
- 3. Provide assistance and facilitation when necessary.

B. Expectations of Administration:

- 1. Periodic observation and communication between the administrator and the teacher.
- 2. Visits may be on a planned or unplanned basis.
- 3. Oral and/or written feedback must be provided after every third visit at a minimum.
- 4. Any written material developed as a result of clinical supervision will be provided only to the teacher.
- 5. Communicate any instructional concerns to teachers and develop plans prior to the formal evaluation process.

C. Expectations for Teachers:

- 1. To participate in the process and strive toward excellence.
- 2. Accept informal feedback and strive to meet growth objectives prior to the formal evaluation.
- 3. To participate in any post supervision conference to develop growth plans.

<b>Letter of Understanding (AYP)</b>
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During the 2009/10 school year a committee will be formed to study the implications of AYP sanctions and bring forth language.

<b>Letter of Understanding (Sick Bank)</b>
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During the 2009/10 school year a committee will be formed to address additional sick bank language.

<b>Letter of Understanding (Mediums of Instruction)</b>
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During the 2009/10 school year a committee will be formed to study the delivery of instruction using different mediums of instruction.

**Monroe Public Schools  
2009/10 School Calendar**

<u>Month</u>	<u>Date</u>	<u>Description</u>	<u>Student Days</u>	<u>Teacher Days</u>
September	1 - 2	Teacher Inservice Days	17	19
	7	Labor Day		
	8	Students Begin		
October	30	Half Day for Students (Teacher Inservice PM)	22	22
November	5	County Wide Inservice Day	18	19
	25	Half Day for Students (Teacher Records in PM)		
	26/27	Thanksgiving Vacation		
December	23-31	Christmas Break begins at end of day December 22	16	16
January	1	Christmas Break	19	19
	4	Classes Resume		
	18	No School (Martin Luther King Day)		
February	12-15	Presidents Day/Winter Break - No School	17	18
	16	No School - Teacher Inservice Day		
March	5	Half Day for Students (Teacher Records in PM)	23	23
April	2-9	Spring Break	16	16
May	19	Half Day for Students (Teacher Inservice PM)	20	20
	31	Memorial Day - No School		
June	9	Last Half Day of School Students (Teacher Records in PM)	7	7
Total Days:			175	179



Notes: All school times are based upon an instructional time audit by a state department representative and will be adjusted as needed to reflect the required number of instructional hours.

The parties agree that this 2009/10 calendar contains 175 student instructional days and at least 1098 hours of instruction. Any single grade, school, or group of schools that fall below the state required hour benchmark must be scheduled for the time necessary to meet the minimum hour standard. Only time needed to meet the state minimums will be added.

If the State of Michigan returns to 180 instructional days or more, the parties agree that such instructional calendar will be set at least at the minimum standard days and hours required by the state

If days or hours must be added due to weather days, delays, or other emergencies requiring the cancellation of instruction, the parties will meet as near to April 1 as possible to mutually agree as to how best make up the time.

Three parent-teacher conference dates will be set. The initial parent teacher conference of the year will be three (3) hours in duration; additional two conferences will each be two (2) hours in duration.

All in-service days will begin at 8:00 AM and end at 3:00 PM for all teachers, unless otherwise posted. A building meeting may be called during the fall in-service days, for the purpose of orientation and in-service.

The parties agree to attend the County Common Calendar meeting when scheduled each year to give input on the key parameters for the calendar. The parties also agree to discuss and set a tentative calendar as soon as possible after the Common Calendar meeting in order to communicate critical dates to staff and parents for their own planning and scheduling purposes.

Teacher record days are for the purpose of providing time to allow teachers to prepare grades. All teachers are required to submit grades on the building designated date. Teachers are not required to remain at school during this time.

Christmas and Spring Breaks identified for the following 4 years as required in MCLA 380.1248A

School Year	Christmas Break	Classes Resume	Spring Break	Classes Resume
2010-2011	Dec. 22-Jan 2	January 3	April 22-29	May 2
2011-2012	Dec. 22-Jan. 2	January 3	April 6-13	April 16
2012-2013	Dec. 22-Jan. 2	January 3	March 29-Apr. 5	April 8
2013-2014	Dec. 23-Jan.6	January 7	April 18-28	May 1

ARTICLE 18  
DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2009, and shall continue in full force and effect until August 31, 2012.

- 2009-10 no salary increase (0%) on schedule; insurance benefits remain as is
- Elementary lunch time may be revisited through the duration of this contract
- 2010-11 wage re-opener for salary; insurance benefits remain as is
- 2011-12 wage and insurance benefit re-opener

All economic gains shall be initiated on a twenty-six (26) or twenty-one (21) pay basis, effective beginning August 31, 2009.

On behalf of the;  
MONROE CITY EDUCATION ASSOCIATION

On behalf of the;  
BOARD OF EDUCATION

A signed copy of this signature page is on file with the district and the union.

  
\_\_\_\_\_  
Tim Cady, MEA Uniserve

  
\_\_\_\_\_  
David Taylor, Superintendent

  
\_\_\_\_\_  
Nikki Klonaris, President

  
\_\_\_\_\_  
Robert Yeo, Board President

Aug 25 2009  
Date

Aug 25 2009  
Date

SIGNATURE COPY IS ON FILE IN THE PERSONNEL OFFICE.