

**Master Agreement
Between
Monroe Public Schools Board of Education
and
Monroe City Education Association
MEA/NEA**



Monroe Public Schools

August 25, 1997 to August 30, 2001

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**MASTER AGREEMENT between THE MONROE PUBLIC SCHOOL
DISTRICT and THE MONROE CITY EDUCATION ASSOCIATION**

This agreement entered into this 25th day of August, 1997, 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 or the Constitution of Michigan and the United States.
- B. Nothing contained herein shall be construed to deny or restrict to 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 a second contract, it shall be for the full legal school year. If they are offered a third contract, the Board may offer either a contract for the full school year or a contract ending the second 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, 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 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. Pertinent Board policies and legal notices are found in pages 16 through 31 and in appendix A. 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 or 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 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, 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 times 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 missapplication 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.

C. **Procedure:**

Informal: 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 One:

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 or designee, and grievant.

Step Two:

If the grievance is not resolved in Step One, 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 Superintendent or designated representative 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 Superintendent and the Grievance Chairperson.

Step Three:

If the grievance is not resolved at Step Two, the Grievance Chairperson may, within five (5) working days of receipt of the Superintendent's or designee's written answer, submit to the Board of Education the written grievance, signed by the Grievance Chairperson. Within ten (10) working days after receiving the grievance, the Board shall render a decision on the grievance and present it, in writing, to the Grievance Chairperson. By mutual agreement of both parties, the Board may hear the grievance at Step Three.

Step Four:

If the grievance is not settled at Step Three, the matter may be referred to 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 judgement 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 M.C.E.A. 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.

**ARTICLE 6
SALARY**

A. The salaries of all persons covered by this Agreement are listed below

1997/98 Teacher Salary Schedule

<u>Step</u>	<u>BA</u>	<u>BA +18</u>	<u>Step</u>	<u>MA</u>	<u>Specialist</u>
1	\$28,468	\$30,816	1	\$32,974	\$35,854
2	\$29,931	\$32,571	2	\$34,734	\$37,611
3	\$31,882	\$34,333	3	\$36,491	\$39,371
4	\$33,644	\$36,089	4	\$38,254	\$41,137
5	\$35,406	\$37,861	5	\$40,019	\$42,906
6	\$37,168	\$39,625	6	\$41,793	\$44,676
7	\$38,941	\$41,399	7	\$43,569	\$46,458
8	\$40,715	\$43,173	8	\$45,345	\$48,237
9	\$42,487	\$44,952	9	\$47,130	\$50,018
10	\$44,269	\$46,733	10	\$48,905	\$51,807
11	\$45,146		11	\$50,600	\$53,648
<u>Longevity</u>			<u>Longevity</u>		
11 to 13		\$48,177	12 to 14	\$53,252	\$56,302
14 to 16		\$48,698	15 to 17	\$53,840	\$56,802
17 to 19		\$49,220	18 to 20	\$54,467	\$57,431
20 to 22		\$49,740	21 to 23	\$55,090	\$58,058
23 to 24		\$50,260	24	\$55,718	\$58,685
25		\$50,782	25+	\$56,440	\$59,420
26+		\$51,325			

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.

Salary

For the 1997/98 school year the basic salary schedule will be set as it is attached and will go into effect with the first pay period in November, retroactive to the beginning of the school year. If the 1997/98 enrollment decreases from the 1996/97 blended count and it would have impacted the salary schedule formula, the impact of the reduction will be offset in any fund equity share for 1997. The remainder of the compensation formula will be enacted as herein set forth. In the subsequent years of the contract the formula (attached) will be enacted based on a total package concept.

Salary Package:

For school years; 1998/99 ;99/2000 and 2000/2001 of the contract there shall be a salary reopener. It is the intent of the parties to use the following formula as a guide to determine the total compensation package.

1. The percentage increase of the per pupil basic foundation grant; to include:
 - a. Shall include the costs of any mandated programs.
 - b. Shall include other fixed costs including, but not limited to, increments, lane changes, worker compensation, insurance, retirement, FICA and all other personnel costs related to this group.
 - c. Also, to be considered and included is the blended count enrollment determined after the Fourth Friday count.
 1. Fourth Friday enrollment will be computed at the end of October.
 2. Impact of the new blended count will be determined; impact on total compensation package will be limited to a .5% decrease or 1% increase (in .125% increments) based on enrollment. Staffing increases or decreases will be absorbed first. Every attempt will be made to absorb the loss through attrition before the compensation package is reduced.

2. A further factor to be considered will be the general fund balance as determined by the district's independent auditor. As each year's audit is completed and reported to the Board any increase in the fund balance in excess of 5% of the budget (based upon unexpended funds remaining after all liabilities covered) shall be shared as follows:
 - a. Budget carryover for buildings and major departments (not to exceed in the aggregate, 15% of the fund equity), as well as the warehouse inventory is exempt and will not be counted as excess. In addition, the 1997 audited carryover for computers and professional development which is not expended will not be counted as excess.
 - b. 50% of the excess over 5% of the budget will be shared with the Teacher group based upon a formula utilizing a pro rata percentage of the Teacher's compensation package percentage of the district compensation budget.
 - c. For each year the employee has been a Teacher employee for Monroe Public Schools, the employee will receive 1 point including their current year. The total points will be added together and divided by the available amount of dollars and the dollar amount will be assigned to each point. Whatever number of points each employee has will determine their pay-out with every effort to be completed in December of the current year.
 - d. Any stipend under this section will not increase an employee's salary for the following year and a stipend paid in one year should not create an expectation of any stipends being paid in future years.
3. Any material changes in the amount, structure, or cost of providing education resulting from or incidental to the Durant case, or any other major factor, shall result in a salary reopener to allow the parties to bargain the financial impact of the decision.
4. The parties recognize that any dispute which arises from the application of this salary computation formula shall be processed through negotiation, mediation/fact finding, not the grievance procedure.

Performance Enhancement:

During the 1997/98 school year a study team comprised of four members of the union and 4 members representing the district will consider revisions to the Performance Enhancement Program to provide a more structured and objective approach. By December 1, 1997, a report on a temporary revised Performance Enhancement will be

reported to teachers. This revised approach will be more limited in scope and focus on specific measurable activities such as building and district committees, student clubs /organizations, or teaching duties that go well beyond normal expectations. By June 1, 1998 a fully revised approach will be in place and reported to teachers at the beginning of the 1998/99 school year. For 1997/98 this plan will be funded at \$75,000. The parties will discuss any increases in the Performance Enhancement Fund for the future as part of the subsequent compensation package.

ARTICLE 7 WORKING CONDITIONS

- A. 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. Teachers shall report to their assigned buildings no later than fifteen (15) minutes before the first bell admitting students to school, included in the weekly work load. Beginning in the 1997/98 school year, elementary teachers shall report to their assigned classrooms or duty area no later than 10 minutes before the start of school.
 - b. Secondary teachers shall report to their assigned buildings at least 15 minutes before the bell admitting students and are expected at their duty stations at least 10 minutes before the start of school. Secondary teachers shall remain at least 15 minutes after the bell dismissing students for the day.
 - c. Teachers shall remain at their assigned buildings at least fifteen (15) minutes after the bell sounds dismissing students from school. Beginning in the 1997/98 school year, elementary teachers shall remain at their assigned classroom or duty area at least 10 minutes after the bell dismissing students from school. Teachers who are on bus duty will remain on duty until all busses have arrived to pick up students; in the case of late busses the teachers on bus duty will be expected to remain for a reasonable amount of time or until the building principal releases the teachers from bus line supervision.

- d. Times before and after the bell may be restructured according to building needs. This may or may not involve the total staff.
 - e. Between class periods teachers will make themselves available in classrooms and hallways to help maintain discipline in school.
 - f. 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.

3. The normal weekly teaching load in the secondary schools shall include five (5) homeroom periods and five (5) periods of unassigned preparation time; all secondary teachers shall be entitled to a duty-free lunch period daily, equal to the students' lunch period. Under a block schedule where teachers are assigned one block of planning per day, the school principal may, at his/her discretion, assign one block period of planning per marking period for the purpose of mini inservices, or other similar activities at no additional compensation, with one week advance notice.
4. For the 1997/98 school year the normal weekly teaching load in the elementary school shall include three (3) clock hours of unassigned preparation time plus five (5) 50 minute lunch periods per week. Kindergarten sessions will be increased as needed to meet state mandates for funding. The three hours of planning time per week will be maintained. It is the intention of the administration to schedule unassigned preparation time in blocks of not less than thirty (30) minutes, whenever possible.
5. Elementary teachers may use for classroom planning and preparation that time during which their classes are receiving instruction from various teaching specialists, provided activity associated with this planning and preparation does not interfere with the efforts of the teaching specialist. If the facility normally used by the teaching specialist is not available, the specialist will take

- the class to an alternate area, if possible, or will use the regular classroom.
6. The Board and Association recognize the importance of school functions outside working hours and teachers are encouraged to participate in such activities. Attendance and performance of assigned duties at two (2) after-school activities are required of each teacher in the Monroe Public Schools. Beginning in the 1998/99 school year teachers will be required to participate in three (3) after school activities. Teachers will be provided a two week notice before attendance can be required at these activities. Teachers who are unable to attend required parent/teacher conferences or required after school activities as assigned, will be obligated to make up the time for conferences on another date and time in consultation with the principal and will communicate this to the appropriate parents or in the case of an assigned after school activity by attending another similar activity of the same duration as directed by the principal.
 7. A professional appearance is encouraged for all educators according to the following guidelines.
 - a. Care should be taken to dress in a manner which reflects well on the teaching profession, the school, and the district.
 - b. 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.
 - c. Teachers supervising or instructing specialized classes or special activities may dress in a manner appropriate to the work they are doing.
 - 8: Beginning with the 1998/99 school year, the elementary will expand to a six hour instructional day. In addition, elementary teachers will receive an additional one hour of planning time for a total of four clock hours per week. This planning time will be scheduled so elementary teachers will have a planning time every day where efficient scheduling allows.
 - 9: For each year of this contract the parties agree that there will be an additional instructional day added to the calendar as the law stipulates: 181 instructional days in 1997/98; 182 in 1998/99; 183 in 1999/00; and 184 in 2000/01. It is further agreed that one professional development day per year will be added in each of the following years: 1997/98; 1998/99; 1999/00; and 2000/01.

B. CLASS SIZES

The Board will make every effort to maintain the following classroom maximum by staffing each building with the following teacher-pupil ratio:

1.	<u>Elementary Schools</u>	<u>Maximum</u>	
	Kindergarten, First		25
	Second, Third Grades		25
	Fourth, Fifth, Sixth Grades		30
	Resource Room		Suggested State Regulation

If an elementary classroom is assigned students beyond 25 in grades K-3 or 30 in grades 4-6 for a period of 25 school days or more per semester, the teacher will be entitled to an additional payment of \$200 for each student over the limit per semester. If a teacher is assigned an overload within 25 days of the end of the semester, the time of overload will be counted toward the second semester. No split classes K-1. Split classes must be two consecutive grades. Teachers who have split classes in grades 1-6 shall be allocated \$100.00 per year to be spent on approved teaching materials for the classroom. Split grade assignments will be rotated every year among the teachers of the affected grade levels, unless a teacher volunteers for the split assignment. Elementary Special Subject Teachers: In view of the fact that elementary music, art and physical education teachers 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.

2. Secondary Schools

Every effort shall be made to maintain a class average of 32 with a maximum of 35 for the first semester and a class average of 31 with a maximum of 34 (second semester) for the following classes: English, social studies, mathematics, science, languages, and business. If a teacher is assigned more than the stated class average for a period of 25 school days or more per semester, the teacher will be entitled to an additional payment of \$200 for each student over the limit per semester. If a teacher is assigned an overload within 25 days of the end of the semester, the time of the overload will be counted toward the second semester.

3. The following class sizes are governed by the facilities: typing, industrial arts, drafting, vocational shop, life management, art, general music, vocal music, beginning instruction in instrumental music, instrumental music, speech, hygiene and health, general physical education, and swimming.

4. 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 25 school days in a semester the teacher may receive \$400.00 credit per semester 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 25 school days in a semester, the credit above will be prorated based on the percentage of days during the semester the class was at four special education students. For each special education student above 4 students for more than 25 days in a semester, an additional \$100.00 credit per semester will be added and available as defined.. If the additional student assignment exists for less than 25 school days in a semester, the credit amount will be prorated as above.

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 25 school days in a semester that teacher will be provided with a \$400.00 credit per semester to be used for the purpose of purchasing classroom materials, equipment, conferences, or other approved use. If this condition exists for less than 25 school days in a semester, 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.

d. In circumstances where special education students are clustered in a classroom or classrooms for the purpose of co-teaching strategies, the administration will consider the ability levels of the remainder of the class in order to ensure a normal heterogeneous grouping of students similar to other classrooms at that level. Any services provided by professionals or support personnel on a regularly scheduled basis as a part of the co-teaching plan, will be included in any other relief provided under this section.

e. Students who are mainstreamed (assigned to a regular elementary classroom for specific subjects) and by such assignment, place the classroom in an overload situation during that time, will entitle the teacher to a prorated portion of the overload compensation outlined above.

C. 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.

D. 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.

E. UNAVAILABILITY:

Teachers will be informed of the telephone number and 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.

F. INCELEMENT 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°.

G. 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.

H. 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 building safety rules, Policy EB and any subsequent policies relating to unhealthy or unsafe conditions, copies of which shall be provided all teachers. Failure of the administration to provide teachers with policy copies or building safety rules will release the teacher from any personal liability. When teachers receive policies relating to unhealthy or unsafe conditions or building safety rules, they will sign a receipt. Building safety rules shall be provided by the building administrator in the teacher's handbook and reviewed annually in the fall. Teachers shall indicate, in writing, to the building administrator, any equipment they are aware of that becomes defective or unsafe during the course of the school year.

6. Two meetings per month, September through May, except one staff meeting in December and one in June, shall be held with the administrative option of calling a district-wide meeting once per semester, through mutual agreement with the association, if a district problem or need of major significance arises. Meetings shall last no more than one hour. Teachers should receive meeting agendas 24 hours in advance of a scheduled meeting. Monthly building meetings are mandatory. Grade level and departmental meetings are mandatory also. Teachers who show a pattern of not attending required meetings will be subject to discipline.

The district may offer the teacher the option of attending an inservice in lieu of the regularly scheduled building, grade and department meetings (second Wednesday meeting). One grade level and department meeting per semester can be designated as a district-wide meeting for the purpose of inservice and articulation, as well as any teacher concerns that may arise. An agenda for these meetings will be developed by the co-chairpersons (an administrator and a teacher). 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.

7. Four times during the school year school will be dismissed one hour early and two hour meetings will be held for the purpose of school improvement or accreditation. These meetings will be scheduled on third Wednesday's whenever possible.

WEDNESDAY MEETING SCHEDULE; 1997/98

September	3	Building Meeting
	10	Grade Level / Department meetings
	17	School Improvement (Two Hour Meeting)
October	1	Building Meeting
	8	Grade Level / Department meetings
	15	District Committee (voluntary)
November	5	Building Meeting
	12	Grade Level / Department meetings
	19	School Improvement (Two Hour Meeting)
December	3	Building Meeting
	10	District Committee (voluntary)
January	7	Building Meeting
	14	Grade Level / Department meetings
	21	District Committee (voluntary)
February	4	Building Meeting
	11	Grade Level / Department meetings
	18	School Improvement (Two Hour Meeting)
March	4	Building Meeting
	11	Grade Level / Department meetings
	18	District Committee (voluntary)
April	1	Building Meeting
	8	Grade Level / Department meetings
	22	School Improvement (Two Hour Meeting))
May	6	Building Meeting
	13	Grade Level / Department meetings
	20	District Committee (voluntary)
June	3	Building Meeting

Before May 30 of each school year the subsequent dates of the next years meetings will be finalized and distributed to teachers before the end of the school year. District department or grade level meetings will be identified by date each year the calendar of meetings is set.

Teachers who show a pattern of not attending required meetings will be subject to discipline.

I. MATERIALS, SUPPLIES AND FACILITIES

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.

ARTICLE 8
GRADE LEVEL AND DEPARTMENT REPRESENTATIVES

The Association and the Board recognize the principle of teacher participation in planning for curriculum improvement and change. Teachers may be used as grade level representatives and subject area representatives. When the extra duties and responsibilities of such assignments are judged by the administration to be sufficiently significant, added compensation commensurate with the added load shall be provided. Refer to Appendix A-4 for department representative compensation.

ARTICLE 9
TEACHER EMPLOYMENT

- 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. At the secondary level (9-12), assignments shall be in accordance with the teacher's major or minor field of study.
- 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 administration with the signed authorization forms each year on or before the Friday preceding the second pay in September. The amount of the deductions will be the same for all persons who authorize deductions. The Board will not be responsible for incorrect deductions. Those who select NEA life will have one deduction made on 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 September 15th.
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 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 qualifications.
- B. Teachers who desire a transfer shall file a TRANSFER REQUEST FORM with the Personnel Office no later than April 1. If modifications of the TRANSFER REQUEST FORM become necessary, the Association will be consulted. If openings and vacancies occur during the year for the next school year, the district will post all such vacancies. During the summer months no vacancies will be filled without a five (5) day notice to teachers who have expressed an interest in such a position and have left a summer address for contact. A teacher whose request is denied will be provided a written statement outlining the reason(s) for the denial.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. Whenever any vacancy occurs within the teacher, administrative and/or supervisory staff, the Board will post same in all buildings and will give building Association representatives (providing the personnel director is

furnished a list of Association representatives) a duplicate copy of the posting. (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.

- I. Any teacher may apply for assignment to existing vacancies. In filling such vacancies, the Board agrees to give due weight to such factors as; length of service in the district, professional background and attainments of all applicants. Each application will be given full consideration with respect to the above on the decision grid.

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 so that they may be assigned, placed on tenure, transferred, promoted, or, in some cases, discharged.
- B. Probationary teachers shall be observed for the purposes of formal evaluation at least three times during the school year. These observations shall not begin before one month following a teacher's commencement of service and end sixty days prior to the end of the probationary year (June 30 for a September hire; 60 days before the anniversary date for a mid year hire). Tenure teachers may be observed at least once per semester for the purpose of formal evaluation each year. These observations shall not normally take place during the first thirty (30) days of the school year or not normally during the last thirty (30) days of the school year. All observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of the Evaluation Report within seven (7) days of any observation and will have the right to discuss such report with their supervisor. If desired, the tenure sponsor may be present at such discussions.
- C. The parties agree the evaluation instruments designed and implemented by the joint study committee (1989-1992) are recognized as the official evaluation instruments.

MONROE PUBLIC SCHOOLS
TEACHER EVALUATION (PROCESS)

(1)

PRE-CLASSROOM OBSERVATION

Teachers shall verbally apprise the evaluator of the objectives methods and materials for the teaching - learning situation to be observed.

- a. At the beginning of the school year, the teacher shall be provided copies of the instrument upon which the teacher will be evaluated.

(2)

OBSERVATIONS

All conducted openly and with full knowledge of the teacher.

- a. At the Elementary level the building principal or director for special subject and service personnel
- b. At the middle school, junior and senior high school level, the building principal, assistant principal, or director (if line administrator) shall be the evaluator.
- c. Each observation shall last at least 30 minutes, or the duration of a particular teaching unit.
- d. No observation may interfere with the normal learning - teaching process.

(3)

POST-OBSERVATION CONFERENCES

Mandatory

1. Teachers will be given a copy of the evaluation report within 7 school days of observation.
2. If an evaluator finds the teacher's performance unsatisfactory the reason shall be set forth in specific terms with specific ways in which the teacher is to improve and the assistance to be given by administrator and other staff members.
3. In subsequent evaluation reports failure to again note a specific deficiency shall be interpreted to mean adequate improvement has taken place.
4. Teachers have the right to discuss the report with their evaluator.
5. If desired, the tenure sponsor may be present at such discussions.

(4)

FINAL EVALUATION REPORTS

Mandatory

- a. The evaluation form (Evaluation of Professional Staff) shall be filed in the Central Office Personnel File (this file does not leave the district) and a copy shall be given to the teacher at a conference within 10 school days of the final observation. The teacher is required to sign the evaluation form.
- b. If teacher disagrees with an evaluator, he/she may submit a written explanation for attachment to the file copy.
- c. No later than 60 days prior to the end of each probationary year, a written recommendation shall be made as to whether the teacher should be advanced to tenure or denied a contract for the ensuing school year. A copy shall be furnished to the teacher.
- d. If the report contains information not previously known to or discussed with the probationary teacher, he/she shall have the opportunity to submit additional information to the Superintendent.
- e. 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 for a hearing where requested.

Failure to follow the four steps outlined above shall be grievable.

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 to a total of 120 days 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 Board of Education and teacher selected medical doctor or psychiatrist as the case warrents, 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.
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 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 accomodations to return to duty.
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

1. Teachers who begin a school year with 134 days of accumulated sick and business days will be credited with a third business day.
2. Teachers who have accumulated sick leave in excess of 120 days shall be paid for each unused day over 120 at the end of the school year at the rate of \$40 in 1998; \$45 in 1999; and \$50 in 2000.
3. At the beginning of each school year each full time teacher will be credited with an \$800 bank. For each paid leave day used under Article 12 or deduct day used - \$200 will be deducted up to a maximum of \$800. This provision is in addition to payment for unused sick leave beyond 120 days. Part-time teachers will be prorated under this subsection. The teacher shall be paid any outstanding balance at the end of the school year. Teachers who do not finish the school year and teachers who are hired after December 1 of a school year would not be eligible under this subsection. The first period of bereavement per school year will be allotted without deduction. Leave days under section 12 C; subsections 4-8 are also exempted from this provision.

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, son, daughter, brother, sister, or guardian).
- 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 significant 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 to testify during school hours in any 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.

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.

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 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, a 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. (SickDays) 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 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, 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.

D. TERMINAL LEAVE

1. Terminal Leave:

a. If a teacher has completed fifteen (15) years or more of service credit in the Monroe Public Schools, the bargaining unit member shall be paid a single payment of \$150 for each year of service credit. The payment shall be a single payment at the anniversary date of the Bargaining Unit Member's first year of termination.

Example: A teacher leaving the school district with 20 years of service credit would receive a terminal leave of \$3,000.

b. A teacher retiring from public education in Michigan, with at least 15 years in Monroe Public Schools, shall be eligible for a payout of all unused sick days on the basis of \$50 per day to a maximum of 120 days. The payment shall be a single payment at the anniversary date of the Bargaining Unit Member's first year of termination.

c. To be eligible for terminal pay the teacher must provide a letter of resignation by May 1 of any school year for an end of the year resignation and November 1 of any school year for an end of the first semester resignation, unless the teacher experiences a personal circumstance that creates the need for him/her to retire beyond that date.

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.

E. 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.

3. Sick leave which is judged to be excessive may require a doctor's excuse.

F. SICK LEAVE BANK

At the beginning of each year under this contract, each teacher shall be credited with twelve (12) sick days. Teachers newly hired will remain ineligible for the sick leave bank for the duration of the probationary period and will make no contribution of days to the sick leave bank until the start of the first year of employment as a tenured teacher. At the start of the first tenure year, the teacher will contribute either four (4) days or eight (8) days to sick leave bank depending on the length of the probationary period of either two (2) or (4) years. These directions for use of the sick leave bank are contractually agreed upon.

1. Written medical verification shall be given with each application to the sick leave bank.

2. Only after the depletion of an individual's sick leave, according to the following table, may a member consider application to the sick leave bank.

<u>Accumulated Sick Leave</u>	<u>Must Deplete to:</u>
120 days	50 days
100-119 days	30 days
75-99 days	20 days
50-74 days	10 days

25-49 days
less than 25 days

0
5 day unpaid waiting period (The sick leave bank may not award days for this waiting period unless mutually agreed upon by both the Superintendent and Association President to deal with an extreme emergency.

3. After the individual sick leave has been depleted, application for sick leave bank coverage shall be activated (according to the above chart) on the first day and continue until full work return to the school district.
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.
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. As each teacher has one day credited to the sick-leave bank, the Bargaining Unit Member has a 12-month term insurance relationship.
11. At the end of this one (1) year Agreement should there be 600 or more unused sick-leave days in the M.C.E.A. Sick-Leave Bank, the Association shall hold these days for all participating M.C.E.A. members. The full membership shall return to the full 12 days leave per previous contracts. If the number of days in the M.C.E.A. Sick Leave Bank falls below 600 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 M.C.E.A. Sick Leave Bank.
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 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 for the positions they fill. Teachers shall be given notice of layoff before June 30 for the first semester and by November 15 for the second semester.
- B. Reduction of certified personnel who are members of the bargaining unit shall be made according to certification, qualification 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 tenure 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. 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. 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.

2. The seniority list shall be posted in each building, with 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 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 M.C.E.A. 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 M.C.E.A.
- 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 monthly 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. Copies of this Agreement will be printed at Board expense. The Board will provide a copy for each teacher.
- C. The ability of pupils to progress and mature academically is a combined result of the school, home and economic environment.

ARTICLE 18
DURATION OF AGREEMENT

This Agreement shall be effective as of August 25, 1997, and shall continue in full force and effect until August 31, 2001. All economic gains shall be initiated on a twenty-six (26) or twenty-one (21) pay basis, effective August 25, 1997.

On behalf of the;
MONROE CITY EDUCATION ASSOCIATION

On behalf of the;
BOARD OF EDUCATION

Ed McMahon

Ed McMahon, MEA Uniserve

David Taylor

David Taylor, Superintendent

Juanita Hatcher

Juanita Hatcher, President

Jerry A. Oley

Jerry Oley, President

September 9, 1997

Date

September 9, 1997

Date

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
49 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 |
- 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

Coaching Position	Base
Baseball 8	5%
Baseball 9	6%
Baseball JV	8%
Baseball Varsity	10%
Basketball Boys 8	6.5%
Basketball Boys 9	7%
Basketball Girls 8	6.5%
Basketball Girls 9	7%
Basketball Boys JV	9%
Basketball Boys Varsity	13%
Basketball Girls JV	9%
Basketball Girls Varsity	13%
Cheerleading Jr. High	6%
Cheerleading High school	9%
Equipment Manager	9%
Football 8 - Asst.	6%
Football 8 - Head.	7%
Football 9 - Asst.	7.5%
Football 9 - Head	8.5%
Football Asst. JV	8.5%
Football Head JV	10%
Football Varsity Asst.	10%
Football Varsity Head	15%
Golf	9%
Soccer JV	6%
Soccer Boys Varsity	10%
Soccer Girls Varsity	10%
Softball Junior High	5%
Softball JV	8%
Softball Varsity	10%
Swim Boys Asst.	8%
Swim Boys Varsity	12%
Swim Girls Varsity	12%
Swim Junior High	5.5%
Synch. Swimming	10%
Tennis Girls	9%
Tennis JV Boys	6%
Tennis Boys Varsity	9%
Track Asst. Boys	8%
Track Asst. Girls	8%
Track Jr. High Asst.	5%
Track Jr. High Head	6%
Track Varsity Boys	11%
Track Varsity Girls	11%
Volleyball 8	5%
Volleyball 9	6%
Volleyball JV	8%
Volleyball Varsity	11%
Wrestling Jr. High Asst.	6%
Wrestling Jr. High Head	7%
Wrestling JV	9%
Wrestling Varsity	12%
X Country Boys	10%

The percentages will be multiplied by the current base salary as determined by the teachers negotiated contract at Step 1 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.

APPENDIX A-3
SUPPLEMENTAL SALARY SCHEDULE
INSTRUMENTAL AND VOCAL MUSIC

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.
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:

Custer:	Four (4) classroom programs; two (2) choir programs (including play or musical).
All Other	Two (2) classroom programs; two (2) choir
Elementaries:	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 director and the elementary curriculum director will determine the desirability of the requests.

*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.

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

SUPPLEMENTAL SALARY SCHEDULE
INSTRUMENTAL AND VOCAL MUSIC

Secondary Music Supplemental.

1. <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>	
	7th Grades	2
	8th and 9th Grades	3
	High School 10-12	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

(10-12) High School Music Staff .4936% X BA Step 1
(7-9) Jr. High 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 A-4
Department Representatives - Cantrick

Positions Available:

English	\$660	Math	\$660
Social Studies	\$660	Science	\$660
Coordinate Guidance and Counseling (7-12)	\$2000	Fine Arts (Art, Music Drama, Dance, 7-12)	\$1000
Home Economics (7-12)	\$1000	Industrial/Vocational (7-12)	\$2000
Physical Education (7-12)	\$1000	Special Education (7-12)	\$1000
Business/Computer (7-12)	\$2000	Foreign Language (7-12)	\$1500

Department Representatives - MJHS

Positions Available:

English	\$1320	Math	\$1320
Social Studies	\$1320	Science	\$1320
Coordinate Guidance and Counseling (7-12)	\$2000	Fine Arts (Art, Music Drama, Dance 7-12).	\$1000
Physical Education (7-12)	\$1000	Foreign Language (7-12)	\$1500
Special Education (7-12)	\$1000	Business/Computer (7-12)	\$2000
Home Economics (7-12)	\$1000	Industrial/Vocational (7-12)	\$2000

Department Representatives - MHS

Positions Available:

English	\$2000	Math	\$2000
Social Studies	\$2000	Science	\$2000
Coordinate Guidance and Counseling (7-12)	\$2000	Foreign Language (7-12)	\$1500
Physical Educ./Health (7-12)	\$1000	Fine Arts (Art, Music, Drama, Dance 7-12)	\$1000
Special Education (7-12)	\$1000	Business/Computer (7-12)	\$2000
Home Economics (7-12)	\$1000	Industrial/Vocational (7-12)	\$2000

Note: Department staff may request consideration for sharing responsibilities and compensation based on the total compensation provided for.

APPENDIX B

- A. The Board will provide to the employees and eligible family MESSA, Super Care 1, Blue-Cross, Blue-Shield underwriter, MESSA care rider, for a full 12-month period effective on the starting date of this contract.
- B. Delta Dental Plan D with orthodontic benefits 01 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 - 50%, 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 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.

Monroe Public Schools
1997/98 Calendar

<u>Date</u>	<u>Event</u>	<u>Student Days</u>	<u>Teacher Days</u>
<i>August</i>			
25	*Teacher Preparation		
26	Student's Return		
29	Labor Day Recess	3	4
<i>September</i>			
1	Labor Day Recess		
2	Classes Resume		
17	1 Hour Early Release/School Improvement		
29	Teacher Inservice (No Classes)	20	21
<i>October</i>			
31	Records Day AM/ (No Students all day)	22	22.5
<i>November</i>			
17	Cantrick P/T Conferences 4:00 - 7:00 PM		
18	MJHS P/T Conferences 4:00 - 7:00 PM		
19	MHS P/T Conferences 4:00 - 7:00 PM		
19	1 Hour Early Release School Improvement		
20	Elementary P/T Conferences 4:00 - 7:00 PM		
27/28	Thanksgiving Recess	18	18
<i>December</i>			
22-31	Christmas Recess	15	15
<i>January</i>			
1-2	Christmas Recess		
5	Classes Resume	20	20
<i>February</i>			
18	1 hr. Early Release /School Improvement		
23	Cantrick P/T Conferences 5:00 - 8:00 PM		
24	MJHS P/T Conferences 5:00 - 8:00 PM		
25	MHS P/T Conferences 5:00 - 8:00 PM		
26	Elementary Conferences 5:00 - 8:00 PM		
27	No School for students**	19	19
<i>March</i>			
2	Winter Break Day	21	21
<i>April</i>			

10-17	Easter Break		
20	Classes Resume		
22	1 hr. Early Release / School Improvement	16	16
<i>May</i>			
25	Memorial Day Recess	20	20
<i>June</i>			
9	Last Day of School for Students		
10	Teacher Records 1/2 day (until records complete)	7	7.5
TOTAL DAYS		181	184

The parties agree that this 1997/98 calendar contains 181 student instructional days and 1,041 total instructional hours. Any single grade, school or group of schools that falls below the hours benchmark must be scheduled for the time necessary to meet the minimum hour standard.

If days or hours must be added to meet the minimum standards, such days and hours shall be added to the end of the school year, unless the parties mutually agree to an alternate plan.

Every attempt will be made to determine if days or hours must be added by May 1 and if so, the schedule will be communicated to the staff and community as soon as is feasible.

Four times during the year school is released one hour early for the purpose of school improvement meetings which will last two hours.

Kindergarten conference day - 1/2 extra conference day for kindergarten teachers and parents. Substitutes will be provided and students will be in session.

*This day will begin at 8:00 AM and end at 3:00 PM for all teachers. A building meeting may be called during teacher preparation time on 8/25 by the building principal. The meeting duration will not exceed one hour and thirty minutes.

** This day is compensatory for two after school P/T conferences during the year. These dates are tentative and subject to change depending on unforeseen circumstances.

The parties will meet, discuss, and set the calendar for subsequent years of the contract prior to May 1 of each year.

CALENDAR LANGUAGE

- A. When schools are closed because of "Act of God" days, teachers shall be excused from duty for the day but shall work any rescheduled day without additional compensation. Teachers who do not work the rescheduled day shall be subject to pay dock.
- B. Replacement Language: If a school closing occurs during the day, the building administrator would have the right to assign, on a rotating basis, sufficient staff to adequately supervise the students until they can be transported home.
- C. If legislation is changed during the term of this contract, so that some or all "Act of God" days are not required to be made up by the State Legislature then the parties agree that additional days of instruction will not be rescheduled. If full state funding is jeopardized by not making up "Act of God" days, then the parties agree to extend the school year by the appropriate number of days.
- D. By mutual consent, the parties may meet to work out a new calendar should unforeseen problems develop.

GRIEVANCE REPORT FORM

Grievance # _____ School District _____

Distribution of Form:

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

Building

Assignment

Name of Grievant

Date Filed

STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance:

a. Sections of Contract Violated _____

b. Outline of Facts Giving Rise to the Grievance _____

2. Relief Sought: _____

C. Disposition of Principal: _____

Signature

Date

Signature

Date

STEP II

Reasons for Grievant Appealing to Step II: _____

Signature

Date

Note: All provisions of Article _____ of the Agreement dated _____ 19____
WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

Grievance Report Form

B. Date Received by Superintendent or Designee: _____

C. Disposition of Superintendent or Designee: _____

Signature

Date

Step III

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

Signature

Date

B. Date Received by Board or Designee: _____

C. Disposition of Board or Designee: _____

Signature

Date

Step IV

A. Reason for Professional Rights & Responsibilities Committee Appealing to
Step IV:

Signature

Date

B. Date Submitted to Arbitration: _____

C. Disposition & Award of Arbitrator: _____

If additional space is needed in reporting
Section B of Step I, attach an additional sheet.

Signature of Arbitrator

Date

TRANSFER REQUEST FORM

Teacher Desiring Transfer

Date

Present Position and Building

Present Certification

Major(s)/Minor(s)

Certification Expected at Time of Transfer if Different Than Above

Building(s) requesting transfer to: (in order of preference) 1. _____

2. _____

3. _____

(SECONDARY ONLY)
Subject(s) requested: (in order of preference) 1. _____

2. _____

3. _____

(ELEMENTARY ONLY)
*Grades requested: (include acceptable splits or combinations

1. _____

2. _____

3. _____

Signature

Date

This form must be completed in full and returned to the Personnel Office no later than April 1.

*If you have no preference, list "any".

LETTER OF UNDERSTANDING

Subject: Essential Elements of Effective Instruction (E3I)

There has been some concern about Monroe Public Schools' Essential Elements of Effective Instruction (E3I) staff development project. We hope the following will clarify some of the concerns.

1. What is E3I?
The Essential Elements of Effective Instruction staff development project is a learning experience that helps both teachers and administrators better understand how current research can be successfully utilized in the classroom. The program is presented in five full day sessions over a several week span of time.
2. Is the E3I staff development program voluntary or mandatory?
It is strictly voluntary. No teacher should feel forced, obligated or coerced into participating in the program. The district is currently planning approximately four sessions annually, and the training cycles will continue as long as teachers volunteer to participate.
3. Is E3I a substitute for staff evaluation?
Absolutely not. Participants in the workshop practice the skills they have studied. This practice includes classroom observation and discussion to reinforce what has been studied. This is not a substitute for evaluation nor should the E3I staff development program be used as a basis for evaluation.
4. Can E3I be used as the evaluation tool?
No. It is understood that a tool for formal evaluation of teachers is mutually agreed upon between the M.C.E.A. and the Board of Education. The evaluation tool has not been changed. Evaluations should continue to be conducted in the same way they have been in the past.

The Essential Elements of Effective Instruction program is part of the district's commitment for staff development. It is hoped that the experience will enhance teachers' and administrators' growth. Participation in the program is voluntary, and it should not be part of the formal evaluation of teachers.

If you have concerns about your involvement or potential involvement in E3I, please contact the union president or appropriate curriculum director.

Letter of Understanding

1. 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.
2. 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.

Letter of Understanding

Least Restrictive Environment

1. The parties acknowledge that a least restrictive environment is legally mandated. The implementation of a least restrictive environment may have implications for both special education and regular education students.
2. It is the belief of the parties to this contract, that students with disabilities are to receive their education in a chronologically age appropriate, general education environment to the maximum extent appropriate unless a placement of this type is determined to be inappropriate even with the provision of supplemental aids and support services. The determination of appropriate special education programs and the services and the extent to which the student will participate in general education programs shall be determined by the Individualized Educational Planning Committee and be based on the student's individual needs.

The provision of these services in this district requires the availability of a full continuum of program options, one of which is the emerging concept known as inclusive education. This district shall continue to review its delivery system to ascertain if its current continuum of programming options meets the educational and social development needs of all of its students.

3. The Michigan Medically Fragile Referent Group concluded that there is no commonly held definition within Michigan or within the United States for the term "medically fragile" . It proposes that in general the term "medically fragile" refers to persons with complex medical care needs who require technology, specific services, or some form of on-going medical support for survival. The term may include persons with severe chronic and progressive illnesses and severe disabilities. The uniqueness and severity of each student's handicap require that they be educated on a case-by-case basis.
4. No bargaining unit member shall be required to provide school health services except in an emergency situation.

Letter of Understanding

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.
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.

Letter of Understanding

The parties will meet and explore the feasibility of a long term disability plan as an alternative to the sick bank.

Letter of Understanding

In the 1997/98 school year the parties agree to change the health care package from MESSA Supercare 2 to MESSA Supercare 1. In the month that the change becomes effective, and at the beginning of each subsequent benefit year, the school district will provide teachers who subscribe to health insurance the appropriate deductible (\$50 per person or \$100 per family). Any additional net savings resulting from the change to Supercare 1 in the 1997/98 school year will be put in escrow to be used to offset negative impact from enrollment decline which would adversely affect the salary schedule in future years of this contract. Should any of the escrow funds remain at the end of this contract, they will be equally distributed to all bargaining unit members in a lump sum payment in June of 2001.

This letter of understanding by and between the Public Schools of Monroe Board of Education, hereinafter referred to as the "Board", and the Monroe Education Association/MCEA/MEA/NEA, hereinafter referred to as the "Association" sets forth the understandings of the parties in regard to MESSA SuperCare I Health Insurance.

Members shall be reimbursed for deductibles in the amounts of fifty (\$50) dollars per year per covered person up to one hundred (\$100) dollars per year per family.

Members shall offer proof in the form of receipts from health care providers, pharmacies or MESSA worksheets showing that such deductible or co-pay has been incurred.

Receipts or worksheets so offered may have the identity of the individual provider or any other information of a sensitive or personal nature deleted at the member's discretion but shall clearly show the amount so incurred and the date of the provided service. Receipts must be received ten (10) days prior to the end of the quarter for payment at least two (2) weeks after the start of the quarter. The Board shall inform each member when such member has reached the maximum deductible each year.

Letter of Understanding

Beginning in 1998/99, the savings from the change to Supercare 1 will be included in the salary package formula and reflected in the salary schedule, minus 50% of the cost of additional staff to increase elementary planning time to four hours per week.

Letter of Understanding

Monroe Public Schools has initiated School Improvement planning and teams have been developed in each school building. It is the intent of the school district to comply with all State Department of Education requirements regarding school improvement planning, including the mandated PA-25.

The school district will continue to consult with and receive input from the bargaining unit as the school improvement process evolves. Strategies developed by building school improvement teams will not become precedent setting under the terms of the master agreement.

Letter of Understanding

The parties realize that although this labor agreement places no obligation on the Monroe Public Schools to accept personnel transferring from other school districts due to education regionalization. State law may require the school district to accept such teachers. Teachers transferred into Monroe Public Schools due to special education regionalization shall be placed at the minimum level of contract benefits required by State law. Any potential deviation from this shall be reviewed with the Association.

Letter of Understanding

The parties agree that the teachers will be offered representation on the committee which develops the Board Policy to implement site based decision making in the district.

Letter of Understanding

A classroom teacher in a Block 8 Schedule plan and not assigned an SRT due to a six or seven hour teaching schedule may enter into a written agreement with the principal to provide a modified SRT. This agreement will provide the choice of either 2.5 hours bi-weekly of student contact time during the scheduled SRT time or 5 hours bi-weekly of student contact time during the scheduled SRT time. In return the teacher will receive an additional 4% stipend for 2.5 hours or 8% for the 5 hours.

Letter of Understanding

The parties agree that the teachers at the secondary level (Cantrick, MJHS, MHS) will be given representation on a committee which will recommend appropriate class size parameters based on facility size for the following: keyboarding, industrial arts, drafting, vocational shop, art, general music, vocal music, beginning instruction in instrumental music, instrumental music, speech, health, general physical education, swimming, and technology. These class size parameters would be recommendations only and not binding on the parties.

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