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M E M P H I S   C O M M U N I T Y   S C H O O L S

AGREEMENT

BETWEEN

BOARD OF EDUCATION

AND

MEMPHIS EDUCATION ASSOCIATION

1991 - 1994



*Memphis Community Schools*

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AGREEMENT

between

BOARD OF EDUCATION

and

MEMPHIS EDUCATION ASSOCIATION

This agreement is entered into this 20th day of August, 1991 to August 20, 1994 by and between the Board of Education of the School District of Memphis, Michigan, hereinafter called the "Board" and the Memphis Education Association, hereinafter called the "Association". In consideration of the following mutual covenant it is hereby agreed as follows:

## ARTICLE I

### RECOGNITION

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

### MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of the law, to determine their qualifications, and to promote, and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all deemed necessary or advisable by the Board;

Article I (Continued)

4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. This process is to be implemented through the building principal, superintendent, and to the Board of Education for final approval;
5. To determine class schedules, the hours of instruction, and the duties and responsibilities of the Board, concerning the adoption of policies, rules, regulations, and practices.
6. The above shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, the Constitution and laws of the United States.

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

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

## ARTICLE II

### PAYROLL DEDUCTIONS

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

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

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

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

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

Article II (Continued)

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



## ARTICLE III

### TEACHER RIGHTS

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

Article III F. (Continued)

defend such action, at its own expense and through its own counsel, providing:

1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires; and,
2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.
3. The Association shall have the right to compromise or settle any such claim made against the Board under this section.

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

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

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

## ARTICLE IV

### PROFESSIONAL COMPENSATIONS

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

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

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

ARTICLE V

TEACHING CONDITIONS (HOURS, LOADS, AND ASSIGNMENTS)

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

1991-92

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

Starting 1992-93

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

The optimum may be exceeded without consultation with the teacher or Association and the teacher shall be paid \$3.50 per child per day when enrollment is over the optimum. The Board will not exceed the maximum without negotiating with the Association.

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

Article V (Continued)

- B. The working day shall not exceed six (6) hours and fifty (50) minutes. It may not begin before 7:55 a.m. or start later than 8:25 a.m. without the mutual consent of both the Administration and the Association.

The work day for the High School shall be as follows:

First 10 minutes - teacher time (no duties)  
275 minutes of instruction (5 periods)  
30 minutes of uninterrupted duty free lunch daily  
One uninterrupted preparation period daily equal to one regular class period  
20 minutes of "passing" time between classes

Primary and Intermediate teachers will be allowed equal treatment with the understanding that preparation time shall be based on a weekly average of released time as opposed to a fixed uninterrupted amount per day, except that no Primary or Intermediate teacher shall have more than two preparation periods scheduled in one day, and all Primary and Intermediate teachers shall have preparation time on at least four (4) days per week.

- C. Since students are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificate or their major and minor field of study.
- D. Teachers who shall be affected by a change in teaching assignment will be notified not later than thirty (30) calendar days prior to the first day of classes, except such notice shall not be required in situations beyond the control of the Board. The Board shall make every effort to complete these changes on a voluntary basis. In the event that the Board does not comply with the thirty (30) day notification, the teacher shall be paid a flat rate of Thirty Dollars (\$30.00) for each day less than the required thirty (30) day notice. Notification shall be made by mail effective one (1) day after post mark. Notice by telephone shall be attempted.

Changes dictated by unexpected enrollment increases or decreases are beyond the control of the Board. Changes dictated by a teacher leaving his/her teaching assignment after July 1 are beyond the control of the Board.

Article V (Continued)

- E. The Board shall furnish, without charge, gym uniforms, except shoes, for all physical education teachers, smocks for home economics, manual training and lab science teachers. All such purchased uniforms and equipment are to remain the sole property of the school district.
- F. Telephones shall be made available in each school for teacher's school related use.
- G. The Board and Association recognize that library reference facilities, maps and globes, laboratory equipment, audio visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Representatives of the parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will consider all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the school reasonably and properly equipped and maintained. Teachers shall be notified if approved orders are unfilled or on back order. If approved orders cannot be filled, the teacher shall be allowed to order approved alternate materials.
- H. The Board shall make available in each school at least one room appropriately furnished which shall be reserved for use as a faculty lounge in which smoking shall be permitted.
- At the Primary School building the provision regarding allowance of smoking may be modified by unanimous vote of all building unit members.
- I. Parking facilities shall be maintained for employee use.

## ARTICLE VI

### VACANCIES, PROMOTIONS, AND TRANSFERS

- A. Whenever any vacancy in a regular full-time professional position in the district shall occur, including newly created positions, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. Posting period will be at least ten (10) days. The Administration shall decide on changes which need to be made mid-year. Any teacher may apply for any such vacancy, transfer, or promotion. The following factors shall be considered in order of priority: Certification, Seniority, Educational Attainment, and Related Experience. The Board shall support a policy of promotion from its own teaching staff, including promotions to supervisory and executive levels providing the applicant meets the requirements set forth. The Board does not abdicate its duty to seek the best possible candidate to fill any position, but recognizes its obligation to give careful and thorough consideration to candidates within the system. Seniority for the purpose of this Article is defined in Article XI, Sections B and C.
- B. 1. Any teacher who leaves a unit position and later returns to a unit position, shall not be entitled to retain such rights as he may have had under this agreement prior to such leaving, except
- a. a unit member who transfers to a supervisory or executive position within the Memphis School System will be allowed a two (2) year trial period. At the conclusion of said two (2) years the employee may either (i) return to a unit position with the same rights held at the time the employee left the unit including the right to bump the least senior person in a position for which the returning employee is qualified. If no less senior unit members hold positions for which the returning employee is qualified, then the returning employee must wait for an available position. Those transferring to a supervisory or executive position prior to the 1991-92 school year shall be covered by the language of the 1988-91 contract, Article 6.B, or (ii) not return to a unit position in which case all seniority rights are lost.
  - b. a unit member who leaves the district to take a teaching position at another school district and thereafter is re-hired to a Memphis unit position will be re-hired with the same rights held by the employee at the time he left the unit.

Article VI B. (Continued)

2. Seniority shall only be granted for time in the bargaining unit, and not for non-bargaining unit time.
- C.
1. A teacher employed as substitute teacher with an assignment to one (1) specific teaching position after sixty (60) days of service shall be granted leave time and other privileges granted to regular teachers by the school district, including a salary not less than the minimum salary on the current salary schedule for that district.
  2. A teacher employed as a substitute teacher for one hundred twenty (120) days or more during a school year shall be given first opportunity to accept or reject a contract for which the person is certified after all other teachers of the school district are reemployed in conformance with the terms of a master contract of an authorized bargaining unit and the employer.



## ARTICLE VII

### LEAVE PAY

- A. Tenure teachers absent from duty because of illness, personal business, disability or because of illness in the family shall be allowed full pay for a total of twelve (12) leave days in any school year. Probationary teachers shall accumulate these days at a rate of one (1) day per month plus one (1) day added at the end of each semester. Should a probationary teacher use more than one (1) day per month and have wages deducted, he shall be reimbursed the deducted amount at the end of the school year, if he has not used more than his allotted days. Each teacher shall be entitled to an accumulation of the unused portion of each year's leave to a maximum accumulation of one hundred and ninety-four (194). The maximum accumulation of sick leave shall not exceed one (1) school year.
- B. Personal business days are to be arranged for at least three (3) days in advance except for emergency situations. Days immediately preceding and following any vacation period may not be used as personal business days. (Except for funerals or by approval of the Superintendent). After five (5) consecutive days or if a pattern of absences is determined, medical documentation must be provided if requested.
- C. A sick leave bank shall be established and maintained for the use of teachers. (As defined in Sick Leave Policy - Article XVI).
- D. A yearly audit of the number of leave days used by the teacher shall be taken. One copy shall be issued to the teacher and the other placed in the teacher's permanent file. This audit shall be performed by the first day of the succeeding school year.
- E. No teacher shall be granted a personal leave day to earn money at another job. The Memphis Education Association and the Board will not tolerate abuse of leave policy. In cases where abuse is suspected, an investigation will be made by the Board and the Association.
- F. Upon retirement, a teacher shall receive substitute's wages at the time of such retirement for all accumulated leave days in his account should he retire the first year he is eligible for full retirement benefits per the Michigan Teacher's Retirement Act. The allowable percentage shall decrease by 5% each year the teacher remains on the payroll past his initial year of eligibility. Upon termination of employment for reasons other than retirement, a teacher shall be eligible to receive fifty percent (50%) reimbursement for any accumulated leave days accredited to him at time of employment termination. This shall be in effect only upon completion of at least six (6) years of teaching service in this system.

ARTICLE VIII  
LEAVE OF ABSENCE

- A. Any teacher whose personal illness or disability extends beyond the compensation period under Article VII shall be granted a leave of absence, without pay, for such time as it is necessary for complete recovery from such illness or disability but shall not exceed two (2) consecutive semesters beyond the semester in which illness or disability occurs. Upon return from leave, a teacher shall be assigned to the same position if available or to a substantially equivalent position.
- B. Leaves of absence with pay, chargeable against the teacher's accumulated leave allowance shall be granted for the following reasons:
1. Teachers shall be allowed the use of leave days for attendance at funerals of family members who are not of the immediate family and of personal friends.
  2. Attendance at a ceremony awarding a degree to a staff member for such portion of the day as necessary. Only the staff member receiving the degree is involved.
  3. One (1) day, except when travel required additional time, for attendance at the school graduation of a son, daughter, husband or wife. (Maximum of two (2) days.)
- C. Leaves of absence with pay, not chargeable against the teacher's accumulated leave shall be granted for the following:
1. A maximum of five (5) days per school year for a death in the immediate family. Any additional days needed for death in the immediate family will come from the personal leave days. (Note: Family is defined as parents, siblings, grandparents, children, grandchildren, spouse, parents-in-law, and individuals for whom you have legal guardianship.)
  2. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal, or in an arbitration, negotiation, mediation or fact finding procedure, shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.
- D. A leave of absence of up to two (2) years without pay or seniority accumulation shall be granted to any teacher upon application for study, research, special teaching assignment involving probable advantage to the district, study to meet

LEAVE OF ABSENCE D. (Continued)

- eligibility, certification, or recertification requirements in educational fields, and for other personal or professional reasons. The regular salary increment occurring during such period shall not be allowed.
- E. An unpaid child-care leave of up to two (2) years shall be granted to a tenure teacher. This leave shall be without increments or seniority accumulation. At least thirty (30) days prior to the termination of such leave of absence the teacher must notify the Administration of his intention to return to work. The teacher shall thereupon be assigned the same or an equivalent teaching position. If this leave began on or after the sixth week of the second semester, the teacher shall be granted that full step on the salary schedule. A returning teacher must return at the beginning of either the fall or spring semester, whichever comes first.
- F. Teachers who are state officers of the Association or are appointed to its staff shall upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association. This leave shall not exceed two (2) consecutive semesters or one (1) year.
- G. The Board shall grant a leave of absence, without pay, to any teacher to campaign for, or serve in, public office. This leave shall not exceed two (2) consecutive semesters or one (1) year.
- H. If requested by the Board, she/he shall submit with such application a statement from a qualified physician attesting his/her ability to resume active duty.
- I. Upon written request from a teacher, the Board may, at its sole discretion, grant a short term leave of absence without pay for a period not to exceed ten (10) school days.

ARTICLE IX

TEACHER EVALUATION

- A. All monitoring or observation of the work performances of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio system surveillance devices shall be strictly prohibited.
- B. Each teacher shall have the right upon request to review the content of his personal file. A representative of the Association may be requested to accompany the teacher in such review. The teacher shall not be permitted access to that portion of his file which is classified "confidential" by a university or college placement office.
- C. The teacher may, at his request, have an individual conference with the Superintendent, principal attending, to discuss his written evaluation. The teacher may also request that his building representative or any other elected member chosen by the teacher be an observer at such a conference.
- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Cases of this kind shall be subject to the professional grievance procedure hereinafter set forth. The discharge of a first year probationary teacher is not subject to binding arbitration.
- E. If a teacher is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the contents of the material.
- F. Probationary teachers will be evaluated normally by the Administration a minimum of two (2) times in each of their probationary years. At least one of these will be held during first semester.
- G. The Administrator shall meet with the teacher as soon as possible after the observation is completed. An Association Representative may be present if requested by the teacher. The rating of the evaluation is to be explained to the teacher in detail, setting forth the teacher's strong points and weaknesses. Counseling is to be engaged in by the Administrator so that the teacher may receive guidance as to how best to strengthen weaknesses and improve on already satisfactory performance. The Administrator conducting the evaluation shall enter on the form observations as to the

TEACHER EVALUATION (Continued)

affected teacher's weaknesses together with recommendations as to how these deficiencies may be overcome. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. The teacher is to sign the form for the purpose of acknowledging that the interview took place and that discussion was held, but this shall not constitute any admission by the teacher of agreement of the assessment set forth. A post evaluation review with the teacher is required.

ARTICLE X

PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physician, or other professional person, the Board will take reasonable steps to relieve the teacher of responsibility with respect to such pupils.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel and shall render all reasonable assistance to the teacher in connection with handling the incident by law enforcement and judicial authorities.
- C. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to a person or property. The Board shall render all reasonable assistance to the teacher in his defense, as it relates to Article X.
- D. The discretion of the principal is recommended when dealing with parental complaints. Complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.
- E. The Board shall reimburse teachers for loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on school premises; this does not include hosiery or money.
- F. In accordance with Public Act 239 of 1984, where days of instruction are not held because of conditions not within the control of school authorities, those days may be made up at the discretion of the Board to insure a minimum of one hundred eighty (180) days of student instruction. It is understood that such days shall be considered part of the regular school year and no employee shall receive additional compensation for those days.

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

ARTICLE X F. (Continued)

- G. Personal injury - Whenever a teacher is absent from school as a result of personal injury caused by accident or an assault arising out of and in the course of his employment (self-inflicted injuries are excluded), he will be paid his full salary (less the amount of any Worker's Compensation paid for at the time of injury) for a period not to exceed three (3) full calendar years from the date of the injury. This payment to start when the Worker's Compensation starts. No part of such absence will be charged to his annual or accumulated leave. The Board may, at its option, request a confirming statement from a medical doctor of its choosing relative to the duration of such absence from the teaching assignment. A third medical opinion may be obtained from a mutually agreed upon third party. As soon as such teacher is physically able to return to work, he shall be restored to his previous position or a substantially equivalent one. He shall also receive his increments.

MICHIGAN STATE  
UNIVERSITY

November 6, 1997

OK { Superintendent's Office  
Memphis Community Schools } response 1/15/98  
34110 Bordman Road  
Memphis, MI 48041

Dear Madam/Sir:

In 1972 the Library of the School of Labor and Industrial Relations was designated as the State repository for public sector labor agreements by the Michigan Employment Relations Commission. Public sector agencies were requested, by MERC, to forward one copy of each agreement to MSU's School of Labor and Industrial Relations Library.

Need

Since 1972 the collection has grown to over 15,500 agreements (which includes current and expired agreements). These are available for all residents of the State of Michigan to use and have proven useful to both sides of the bargaining table.

A copy of your most recently negotiated agreement(s) with the bargaining units listed below would be appreciated.

1. AFSCME, Local 1840 (Bus Drivers)
2. Memphis Education Association, MEA-NEA
3. SEIU, Local 516M (Custodians, Secretaries, Clerks, Library Aides, Cafeteria employees)

Please check **yes** or **no** to indicate whether or not the above list of association(s) with which you have agreements is complete. ( ) **yes** ( ) **no** (please send copy/copies)

Please use the following address:

LIR Library  
Michigan State University  
100 Library  
East Lansing, MI 48824-1048



UNIVERSITY  
LIBRARIES

Michigan State University  
Main Library  
East Lansing, Michigan  
48824-1048

nuch.

Add following note to STAR Record

Bullock

Agreement Collection

\* Note: We are currently in our 4<sup>th</sup> year without a contract for our MEA Union.



ARTICLE XI  
LAYOFF PROCEDURES

- A. In the event it becomes necessary to reduce the number of teachers due to program elimination or reduction, or to reduce the number of teachers in a given area, field, or program or eliminate or consolidate positions, the Board shall follow the procedure listed below:
1. Probationary teacher with the least number of continuous years of teaching in the Memphis School System will be laid off first, provided there are remaining qualified, and certified teachers to replace and perform all the needed duties of the laid off teachers. (Note: The term "qualified" shall be defined for purposes of this Article to mean certification.)
  2. If further reduction is still necessary, then tenure teachers with the least number of years of continuous teaching experience in the Memphis School District will be laid off first, provided there are qualified, certified teachers to replace and perform all the needed duties of the laid off teachers.
  3. All teachers shall be given written notice of layoff at least thirty (30) calendar days prior to the effective date of layoff. If a teacher is not given at least thirty (30) calendar days prior notice of layoff, said teacher will be considered in employment thirty (30) calendar days after receiving such notice and will be paid for the regularly scheduled teacher work days that may fall within this thirty (30) day calendar period. For example, if a teacher is notified on August 31 that he is laid off for the following school year and school starts the first day of September, the teacher will be given employment for the first thirty (30) days of September and the layoff is effective September 30. Duties assigned such teacher shall be professional responsibilities such as substitute teaching, curriculum work or study, and other like professional responsibilities as assigned by the Superintendent or his designee.

ARTICLE XI - LAYOFF PROCEDURES (Continued)

- B. Seniority date shall be either (a) date of Board approval of the teacher's initial contract with the district, or (b) the date of the first day worked, whichever comes first. If more than one individual has the same seniority date, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and affected bargaining unit members will be notified in writing of the date, place, and time of the drawing and will be allowed to attend. The drawing shall be held within one month of the official opening day of school. Seniority lists shall be established and available.
- C. Length of service is defined as unbroken service as a member of the bargaining unit of the Memphis School District or the Western Area Program Teachers assigned to Memphis. Leaves of absence with or without pay, and absences due to layoff are not to be considered a break in service.

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

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

1. Voluntary Leave of Absence with or without pay for a portion of the school year.
2. Voluntary part-time teaching for a portion of the school year and/or for a portion of the day/week.

Such pro-ration shall be in increments of not less than  $\frac{1}{5}$  of the school year.

Full Seniority Credit shall continue to accrue for the following:

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

This paragraph took effect at the beginning of the 1983-84 school year. It shall not be applied retroactively and shall not effect any seniority earned prior to 1983-84.

ARTICLE XI - LAYOFF PROCEDURES (Continued)

- D. Rehire of laid-off teachers - The Board will institute a recall procedure which will be in the inverse order of the above layoff procedure.
- E. Any teacher on layoff shall be given priority status for substitute teaching duty.
- F. Non-Reemployment of Probationary Teachers
  - 1. Prior to Board action to dismiss a probationary teacher, the following will occur:
    - a. The Board shall review the evaluations of all probationary teachers, together with any appended written statements of the teacher's views about his evaluations.
    - b. The Board shall provide the probationary teacher, upon request, the opportunity to appear at an executive session of the Board (closed to public), in order to respond to the evaluations and the Administration's recommendation on non-renewal of contract. The teacher may be represented by the Association and/or counsel at the executive session.

## ARTICLE XII

### NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between them from time-to-time during the period of the Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions and resolving any such matter.
- B. At least sixty (60) days prior to the last student day of this contract, the parties should begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiation described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation process of the State Labor Mediation Board to take any other lawful measures it may deem appropriate.

ARTICLE XIII  
PROFESSIONAL GRIEVANCE PROCEDURE

A. Definitions:

1. A grievance is a claim based upon an event or condition which effects conditions or circumstances related to this contract and must be addressed to a specific article(s) and paragraph(s).
2. A grieved person, is the person or persons making the claim.
3. The term "Teacher" includes any individual(s) or group(s) who are a member of the bargaining unit covered by this contract.
4. A "Party of Interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "Days" shall mean work days as determined by the calendar. During summer recess, "Days" shall be defined as Central Office work days.

B. Purposes:

1. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration.

C. Structure:

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

PROFESSIONAL GRIEVANCE PROCEDURE (Continued)

D. Procedure:

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

1. LEVEL ONE - A teacher with a grievance shall discuss it with his immediate supervisor, principal or party of interest; individually, together with his Association Representative or through the Association Representatives. This action must be initiated within thirty (30) days of incident or discovery thereof.
2. LEVEL TWO - (a) In the event the aggrieved person is not satisfied with the disposition of his grievance at level one, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's Grievance Committee. The Association Representative shall assist in writing the grievance. (b) Within five (5) days of receipt of the grievance, the Grievance Committee shall decide whether or not there is a legitimate grievance. If the Committee decides there is a legitimate grievance, it shall immediately process the claim to the principal or party of interest. Within five (5) days from receipt of the grievance by the principal or party of interest, he shall render a written decision.
3. LEVEL THREE - In the event the Association is not satisfied with the disposition of the grievance at level two, or if no decision has been rendered within five (5) days from date of receipt of grievance by the Principal or party of interest, the Association will then file the grievance with the Superintendent, he shall render a written decision.
4. LEVEL FOUR - If the Association is not satisfied with the disposition of the grievance at level three, or if no decision has been rendered within five (5) days from date of receipt of grievance by the Superintendent, the Association may refer the grievance to the Board of Education's Review Committee. This committee shall be composed of two elected members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's Grievance committee for the purpose of arriving at a mutual satisfactory solution to the grievance problem. Minutes of this meeting shall be taken by the Superintendent's Secretary. A decision shall be rendered within ten (10) days. The Superintendent shall be in attendance during this meeting.

PROFESSIONAL GRIEVANCE PROCEDURE (Continued)

5. LEVEL FIVE - If the Association and the grievant are not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance may be submitted within ten (10) days after notification in writing to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party.

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

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

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

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

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

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

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

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

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

ARTICLE XIV

FACULTY MEETINGS

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



ARTICLE XV

COMMITTEES AND MISCELLANEOUS PROVISIONS

A. Study Committee

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

B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be given a telephone number they may call; it is recommended that they call between 6:00 a.m. and 6:45 a.m. If school is closed, the teacher shall not be charged with a leave day.

C. Collection of all fees is the responsibility of the Central Office.

D. All standardized tests that are required as a part of the school policy shall be scored by means other than the teachers, either by the office or by commercial machine scoring.

E. The Association shall be duly advised by the Board of proposed and adopted fiscal, budgetary and tax programs affecting the district, if requested.

F. This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. This agreement shall supersede all previous contracts and existing Board policies found to be contrary.

G. Copies of this Agreement shall be printed at the expense of the Board and the Association. Each teacher shall receive a copy of the current contract. The Association shall receive ten (10) additional copies of the current contract for their use.

H. The Board of Education will provide a pass to each teacher for use by the teacher and one guest for athletic events, student plays and student concerts.

I. Field trips will be allowed when economically feasible.

J. Teachers shall not be required to fulfill an after-school work assignment but will be encouraged to participate.

Article XV (Continued)

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

ARTICLE XVI

SICK LEAVE BANK

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

ARTICLE XVII

SCHOOL DISTRICT REORGANIZATION

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

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

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

ARTICLE XVIII

SITE BASED DECISION MAKING TEAMS  
AND  
SCHOOL IMPROVEMENT COMMITTEES

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

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

SCHEDULE A - SALARIES

91-92

	BA	BA+20	MA BA+34	2ND MA ED SP.
Step 1	20,946	21,595	22,672	24,835
2	22,482	23,125	24,211	26,371
3	24,015	24,500	25,963	28,126
4	25,674	26,325	27,632	29,806
5	27,480	28,140	29,567	31,764
6	29,043	29,708	31,245	33,445
7	30,797	31,419	33,078	35,292
8	32,336	32,998	34,770	36,987
9	34,235	34,908	36,807	39,047
10-15	36,132	36,813	38,844	41,102
16-20	37,469	38,154	39,818	42,465
21+	38,822	39,505	41,561	43,844

SCHEDULE A - SALARIES

92-93

	BA	BA+20	MA BA+34	2ND MA ED SP.
Step 1	21,993	22,675	23,806	26,077
2	23,629	24,304	25,446	27,716
3	25,264	25,774	27,313	29,589
4	27,035	27,720	29,096	31,386
5	28,964	29,660	31,164	33,479
6	30,640	31,342	32,963	35,284
7	32,522	33,178	34,931	37,268
8	34,179	34,879	36,752	39,095
9	36,221	36,933	38,942	41,312
10-15	38,408	39,132	41,291	43,691
16-20	39,867	40,596	42,366	45,183
21+	41,345	42,073	44,262	46,694

SCHEDULE A - SALARIES

93-94

	BA	BA+20	MA BA+34	2ND MA ED SP.
Step 1	23,093	23,809	24,996	27,381
2	24,834	25,544	26,744	29,130
3	26,578	27,114	28,733	31,128
4	28,468	29,189	30,638	33,049
5	30,528	31,262	32,847	35,287
6	32,325	33,066	34,776	37,225
7	34,343	35,036	36,887	39,355
8	36,127	36,867	38,847	41,323
9	38,322	39,075	41,201	43,708
10-15	40,828	41,597	43,892	46,444
16-20	42,418	43,194	45,077	48,075
21+	44,032	44,808	47,139	49,729



SCHEDULE A - SALARIES (Continued)

1. A committee of Administrators and Teachers will determine the criteria for acceptable classes to be used in lieu of the M.A. Degree.
2. Annual cost of living increases (per the Department of Labor, Detroit Area Consumers Price Index, CPO-W, Urban wage earners and clerical workers, percent change from 1 year ago) which exceeds 8.5% but not more than 13% (May 1 to April 30) shall affect a corresponding percentage increase in Schedule A. The final COLA percentage shall be applied to the B.A. tract of the schedule for the appropriate experience step of each teacher. During the 1988 - 1991 school years, the above COLA increases shall be suspended or altered as described above.
3. Fifteen years (the last ten consecutive years must have been served in the Memphis Schools) are needed to qualify for longevity. Longevity begins at the beginning of the 16th year.
4. Any teacher qualifying for a salary adjustment in mid-year because of completed credits shall receive the increase in salary in the middle of the year (second semester). The teacher must advise the Central Office of this change within fifteen (15) school days after the start of second semester to qualify.

SCHEDULE B - INSURANCE

1. Hospitalization - A full family Blue Cross/Blue Shield health insurance program shall be made available to each teacher under contract. The following riders are included:  
  
Comprehensive Hospital Care Certificate, Convalescent Care (CC), Hospital Extension 365 days Nervous Mental Extension 45 days (D45NM), Out-Patient Psychiatric Care \$400 (OPC), Immediate Maternity Benefits (IMB), Coordination of Benefits (COB-2), Dependent Children Continuation Rider (DCCR), Sponsored Dependent (SA), Exact Fill Rider (XF), MVF-II Preferred Group Benefit Certificate, Prescription Drug Group Benefit Certificate - \$2 Co-pay, Prescription Drug (PD-EL), Coordination of Benefits (CB-2), Dependent Continuation (DC), Sponsor Dependent (SD-2), Medicare-Disability (EF), Master Medical Supplemental Benefit Certificate Option IV, Master Medical 65 Certificate and Transplant Rider (SOT-PE).  
  
A. Any teacher not electing board paid health care protection shall have \$500 to apply to a tax deferred annuity.
2. Life Insurance - The Board shall purchase and maintain life insurance in the amount of \$20,000 for each teacher. In the event of accidental death or dismemberment, the insurance will pay according to the schedule up to \$40,000. The policy shall retain conversion privileges for the employee. Exercise of the privilege is the responsibility of the employee.
3. Dental Insurance - The Board shall offer Blue Cross or Delta Dental Insurance which will provide coverage equivalent to MESSA Delta Dental, Plan A 75/50 coverage for Class I and II benefits. Option O-2 shall be added to all present Delta Dental Coverage (75/50/50 \$750 ortho max)  
  
Effective January 1, 1993, the coverage provided shall be 80/80/75, \$1200 ortho max.
4. Vision Insurance - The Board shall provide vision care by Equitable Life Assurance Society of the United States full family plan VSP-A. Effective September 1, 1992, the coverage provided shall be VSP-II.
5. Long Term Disability (LTD) - Effective January 1, 1992, the Board shall provide an LTD policy consisting of 66 2/3% pay [with maximums of \$1800 per month in 91-92, \$2,000 for 92-93 and \$2200 for 93-94] with a 120 day straight waiting period. Coverage is to age 65 with drug/alcohol and nervous/mental coverage limited to two (2) years.

6. Insurance Premiums - The Board shall pay insurance premiums for each employee to assume coverage for the full twelve-month period beginning October 1 and ending September 30.

**SCHEDULE C - SPECIAL ASSIGNMENTS  
1991-94**

1. Teachers in a substitute role shall be paid \$13.38 per period/class for which they substitute. This payment shall be increased to \$14.05 in 1992-93 and \$14.75 in 1993-94.
2. Driver Education teachers shall receive \$17.97 per hour for instruction and driving time. This payment shall be increased to \$18.87 in 1992-93 and \$19.81 in 1993-94.
3. Teachers shall be paid \$13.38 per athletic event for ticket taking. This payment shall be increased to \$14.05 in 1992-93 and \$14.75 in 1993-94.
4. Extra-curricular assignments shall be paid in two equal amounts at the middle and end of the respective extra curricular assignments in checks separate from regular payroll checks per the following schedule:

<u>FOOTBALL</u>	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
Varsity Football	2641	2773	2912
1st Asst. Varsity Football	1840	1932	2029
2nd Asst. Varsity Football	1019	1070	1124
J.V. Football (Co-Coach)	1678	1762	1850
J.V. Football (Co-Coach)	1678	1762	1850
Freshmen Football	1000	1050	1103
Intermediate Football	800	840	882
Intermediate Football Asst.	780	819	860
 <u>BASKETBALL</u>			
Varsity Girls Basketball	2641	2773	2912
Varsity Boys Basketball	2641	2773	2912
J.V. Girls Basketball	1678	1762	1850
J.V. Boys Basketball	1678	1762	1850
Freshman Basketball	1528	1604	1684
8th Grade Basketball	819	860	903
7th Grade Basketball	795	835	877
 <u>TRACK</u>			
Varsity Girls Track	1840	1932	2029
Varsity Boys Track	1840	1932	2029
 <u>BASEBALL</u>			
Varsity Boys Baseball	1840	1932	2029
J.V. Baseball	1528	1604	1684
 <u>SOFTBALL</u>			
Varsity Girls Softball	1840	1932	2029
J.V. Softball	1528	1604	1684

Schedule C - Special Assignments - (Continued)

<b><u>WRESTLING</u></b>			
Varsity Wrestling	1840	1932	2029
Intermediate Wrestling	550	578	607
<b><u>VOLLEYBALL</u></b>			
Boys or Girls Volleyball	1840	1932	2029
J.V. Volleyball	1065	1118	1174
8th Grade Volleyball	550	578	607
7th Grade Volleyball	475	499	524
<b><u>OTHER</u></b>			
Tennis	1132	1189	1248
Golf	1528	1604	1684
<b><u>CHEERLEADING</u></b>			
Varsity Fall	781	820	861
Varsity Winter	781	820	861
J.V. Varsity Fall	567	595	625
J.V. Varsity Winter	567	595	625
Freshman Fall	567	595	625
Freshman Winter	567	595	625
Intermediate Fall	567	595	625
Intermediate Winter	567	595	625
Yearbook	848	890	935
Student Council H.S.	567	595	625
Student Council Int.	567	595	625
Debate	848	890	935
H.S. Dramatics (Per Play)	925	971	1020
H.S. Dramatics Assistant	463	486	510
Intermediate Drama	450	473	497
(See schedule C note #7)			
Band Director	1282	1346	1413
Chorus Director	1282	1346	1413
Class Sponsors			
12	1674	1758	1846
11	1674	1758	1846
10	823	864	907
9	823	864	907
H.S. Honor Society	567	596	626
Int. Honor Society	567	596	626
Science Olympiad	567	596	626
Future Problem Solving*	500*	525*	551*

\*See schedule C notes # 5

Schedule C - Special Assignments - (Continued)

SCHEDULE C - Notes:

1. Administration shall determine number of sponsors/coaches required for each activity.
2. Schedule C assignments shall be filled from Memphis staff whenever possible provided the employee is qualified as determined by administration.
3. Schedule C assignments shall be made on an annual basis with posting of all positions to be made by April 15 of each school year.
4. The chorus director needs to plan and implement a minimum of at least 4, and preferably more, after school music activities during the year.
5. If the Future Problem Team qualifies and attends either the State Bowl and or national competition, and the team is expected to stay overnight as part of the program, the district agrees to pay the coach \$100.00 dollars a day and expenses for supervising the team during the competition. The future problem solving program will have at least some of their practice time outside of school hours.
6. The Intermediate level volleyball and wrestling and freshmen football salaries are based on abbreviated seasons. If the administration extends the volleyball or wrestling seasons to the same length as Intermediate basketball, the pay should also be extended to the same rate. If freshman football is extended to an 8 game schedule the district agrees to pay the JV football rate for the freshman coach.
7. The Intermediate Drama salary is based on season not on the number of individual plays.

School Calendar

	AUGUST					SEPTEMBER					OCTOBER				
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
(Teacher Days)	5	6	7	8	9	10	11	12	13	14	15	16	17	18	18
(Student Days)	12	13	14	15	16	17	18	19	20	21	22	23	24	25	25
	26	27	28	29	30	31					28	29	30	31	

	NOVEMBER					DECEMBER					JANUARY				
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
					1	2	3	4	5	6	7	8	9	10	10
	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17
	11	12	13	14	15	16	17	18	19	20	21	22	23	24	24
	18	19	20	21	22	23	24	25	26	27	28	29	30	31	31
	25	26	27	28	29	30	31				27	28	29	30	31

	FEBRUARY					MARCH					APRIL				
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16
	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
	17	18	19	20	21	22	23	24	25	26	27	28	29	30	30
	24	25	26	27	28	29	30	31							

	MAY					JUNE					HOLIDAYS	
	M	T	W	T	F	M	T	W	T	F	Month	Day
					1	1	2	3	4	5	Sept.	2
	4	5	6	7	8	8	9	10	11	12	Nov.	28
	11	12	13	14	15	15	16	17	18	19	Dec.	25
	18	19	20	21	22						Jan.	1
	25	26	27	28	29						Apr.	17
											May	25

- KEY**
- Holidays
  - [ ] Vacation Period, Holiday or Other Non-Working Days
  - ◇ Non-Student Day

**TOTAL**

180 Student Days  
(Includes \_\_\_ half-days)

186 Teacher Days  
(Includes \_\_\_ half-days)

STUDENT DAY: First: Sept 3  
Last: June 12

TEACHER DAY: First: August 19  
Last: June 13 or 15

**Snow Day Make-Up Schedule**  
If more than two snow days, make-up days will be:

- January 3, 1992
- February 28, 1992
- March 2, 1992
- June 15, 1992
- Additional days if needed

MEMPHIS EDUCATION ASSOCIATION

1992-93

School Calendar

		AUGUST					SEPTEMBER					OCTOBER				
		M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
(Teacher Days)	<u>3</u>	17	18	19	20	21	1	2	3	4	5	6	7	8	9	10
(Student Days)	<u>1</u>	24	25	26	27	28	7	8	9	10	11	12	13	14	15	16
		31					14	15	16	17	18	19	20	21	22	23
							21	22	23	24	25	26	27	28	29	30
							28	29	30							

		NOVEMBER					DECEMBER					JANUARY				
		M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	<u>19</u>	2	3	4	5	6	1	2	3	4	5	6	7	8	9	10
	<u>18</u>	9	10	11	12	13	7	8	9	10	11	12	13	14	15	16
		16	17	18	19	20	14	15	16	17	18	19	20	21	22	23
		23	24	25	26	27	21	22	23	24	25	26	27	28	29	30
		30					28	29	30	31						

		FEBRUARY					MARCH					APRIL				
		M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	<u>19</u>	1	2	3	4	5	1	2	3	4	5	6	7	8	9	10
	<u>19</u>	8	9	10	11	12	8	9	10	11	12	13	14	15	16	17
		15	16	17	18	19	15	16	17	18	19	20	21	22	23	24
		22	23	24	25	26	22	23	24	25	26	27	28	29	30	31
							29	30	31							

		MAY					JUNE				
		M	T	W	T	F	M	T	W	T	F
	<u>20</u>	3	4	5	6	7	1	2	3	4	5
	<u>20</u>	10	11	12	13	14	7	8	9	10	11
		17	18	19	20	21	14	15	16	17	18
		24	25	26	27	28					
		31									

- Sept. 7 Labor Day
- Nov. 26 Thanksgiving
- Dec. 25 Christmas
- Jan. 1 New Year's
- April 9 Good Friday
- May 31 Memorial Day

Holidays

Vacation period, day, or other non-working days

Non-Student day

180 Student Days  
(Includes \_\_\_\_\_ half-days)

186 Teacher Days  
(Includes \_\_\_\_\_ half-days and 1 evening inservice after a work day which counts as two days total)

Aug. 31 First Student Day

June 10 Last Student Day

Aug. 26 First Teacher Day

June 11 Last Teacher Day



MEMPHIS EDUCATION ASSOCIATION

1993-94

School Calendar

AUGUST					SEPTEMBER					OCTOBER				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
23	24	25	26	27			1	2	3					1
30	31				6	7	8	9	10	4	5	6	7	8
					13	14	15	16	17	11	12	13	14	15
					20	21	22	23	24	18	19	20	21	22
					27	28	29	30		25	26	27	28	29

(Teacher Days)  $\frac{4}{2}$   
 (Student Days)

NOVEMBER					DECEMBER					JANUARY				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
1	2	3	4	5			1	2	3	3	4	5	6	7
8	9	10	11	12	6	7	8	9	10	10	11	12	13	14
15	16	17	18	19	13	14	15	16	17	17	18	19	20	21
22	23	24	25	26	20	21	22	23	24	24	25	26	27	28
29	30				27	28	29	30	31	31				

$\frac{20}{19}$

FEBRUARY					MARCH					APRIL				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
7	8	9	10	11	7	8	9	10	11	11	12	13	14	15
14	15	16	17	18	14	15	16	17	18	18	19	20	21	22
21	22	23	24	25	21	22	23	24	25	25	26	27	28	29
28					28	29	30	31						

$\frac{18}{18}$

MAY					JUNE					Holidays	
M	T	W	T	F	M	T	W	T	F	Date	Event
2	3	4	5	6			1	2	3	Sept. 6	Labor Day
9	10	11	12	13	6	7	8	9	10	Nov. 25	Thanksgiving
16	17	18	19	20	13	14	15	16	17	Dec. 25	Christmas
23	24	25	26	27						Jan. 1	New Year's
30	31									April 1	Good Friday
										May 30	Memorial Day

$\frac{21}{21}$

- Holidays 180 Student Days (Includes      half-days) Aug. 30 First Student Day
- Vacation period, Holiday, or other non-teaching days 186 Teacher Days (Includes      half-days) June 9 Last Student Day
- Non-Student day      Aug. 25 First Teacher Day
- June 10 Last Teacher Day

SIGNATURE PAGE

BOARD OF EDUCATION

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Dona Gudme, Board President

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Sharon Cook, Negotiating Team

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Elaine Flippin, Negotiating Team

*Elgia Wessel*  
Elgia Wessel, Negotiating Team

*Richard H. Long*  
Richard H. Long, Uniserv Director

DATE: 3/12/92