

AGREEMENT

Between

THE BOARD OF EDUCATION

And

MEMPHIS EDUCATION ASSOCIATION

This agreement is entered into this 29th day of April, 2019, by and between the Board of Education of the School District of Memphis, Michigan, hereinafter called the “Board” and the Memphis Education Association, hereinafter called the “Association”. In consideration of the following mutual covenant it is hereby agreed as follows:

1. This Agreement will cover the years 2018-2019 & 2019-2020.
2. The language contained in this agreement will take effect upon ratification by the “Board” and “Association” and will be in full force beginning with the 2018-2019 fiscal school year and terminating at the end of the 2020 fiscal school year.

ARTICLE I
RECOGNITION

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

MANAGEMENT RIGHTS

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

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

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

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

ARTICLE II
PAYROLL DEDUCTIONS

- A. Upon written authorization from the teacher, the Board shall deduct from the teacher's salary and make appropriate remittance for credit union, annuities, savings bonds, United Fund, and scholarship funds. These requests shall be made within fifteen (15) days of the beginning of each semester.
- B. Paydays: Each teacher shall be given the choice of twenty-one (21) paychecks payable biweekly throughout the school year, or twenty-six (26) paychecks payable biweekly throughout the contract year. Each teacher shall receive either 1/21st or 1/26th of his salary per check, depending on the payroll option chosen. Teachers shall only be allowed to change pay status at the beginning of the school year. Occasionally, bi-weekly payrolls equal out to twenty-seven (27) in a fiscal year. The district will make every attempt to notify staff in advance when those take place.
- C. If the District overpays a teacher, the teacher will spread the repayment over the same number of pays as the overpayment occurred. (Example: If overpaid for 18 pay periods, the member will have 18 pay periods to repay.)

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

ARTICLE III
TEACHER RIGHTS

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

its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, providing:

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

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

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

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

ARTICLE IV **PROFESSIONAL COMPENSATIONS**

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

The teachers' work year shall be one hundred eighty-five (185) 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 1/193rd 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. Pre-Approved Workshops, In-services, Conferences

1.) OUT OF DISTRICT

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

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

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

2.) IN MEMPHIS

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

District will provide thirty (30) hours of professional development each school year. A professional development schedule with subjects of the trainings will be available prior to the first day of school.

3.) COUNTY WIDE IN-SERVICE

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

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

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

	<u>Optimum</u>	<u>Maximum</u>
Pre K-2	28	31
3-5	30	34
6-12	33	35
Special Ed.	(State Max.)	(State Max.)

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

The optimum may be exceeded without consultation with the teacher or Association and the teacher shall be paid \$7.50 per child per day for self-contained grades (K-5) and \$1.50 per student, per period for grades 6-12, when enrollment is over the optimum. The Board will not exceed the maximum without prior approval from effected classroom teacher.

Excepted from this regulation are instructors of Vocal Music, Instrumental Music, and Physical Education.

- B.1 The working day shall not exceed 7.25 hours. It may not begin before 7:40 a.m. or start later than 8:20 a.m. without the mutual consent of both the Administration and the Association.

The work day for Elementary shall be 7:40 a.m. – 2:55 p.m. as follows:

First 5 minutes from 7:40 – 7:45 a.m., classroom doors will be open and teachers will be generally visible in halls, office and classrooms to welcome students and help them prepare for the day. Duties shall not be assigned during this five (5) minute period. When a teacher is away from their classroom vicinity they shall notify a fellow staff member to supervise in their absence.

Teachers shall receive one uninterrupted, duty free preparation period daily (equal to one class period). Teachers that are requested by administration to teach, substitute, attend PD, IEP meetings, SAT meetings, etc. will be compensated in 1/2 hour increments at the rate of \$21.47 per hour. It is the responsibility of the teacher to record the additional work time with the office to be approved by building administration.

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

40 minutes of uninterrupted, duty free lunch, daily.

B.2 The work day for the Jr/Sr High School shall be 7:50 a.m. 3:05 p.m. as follows and is not to exceed 7.25 hours:

First 10 minutes – Teacher time (no duties) from 7:50 a.m. to 8:00 a.m., teachers will be generally visible in halls, classrooms, office and library. This ten (10) minute period prior to the starting of classes at 8:00 a.m., may be used for calls, copying material, research and conferencing with other teachers and administrators. Duties shall not be assigned during this ten (10) minute period however it is understood that teachers will treat this time as passing time.

Teachers will be responsible to instruct 5 regular class periods and STING (approximately 30 minutes daily).

Prior to scheduling STING assignments, administration will work with teachers responsible to prepare for four (4) or more different class periods daily to determine their STING teaching assignment. STING classes for these teachers will be content based support in their area of expertise.

30 minutes of uninterrupted, duty free lunch, daily

Teachers shall receive one uninterrupted, duty free preparation period daily (equal to one class period). Teachers that are requested by administration to teach, substitute, attend PD, IEP meetings, SAT meetings, etc. will be compensated in 1/2 hour increments at the rate of \$21.47 per hour. It is the responsibility of the teacher to record the additional work time with the office to be approved by building administration.

4 minutes of “passing” time between classes

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

C. Since students are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificate or their major and minor field of study, and the “highly qualified teacher” requirements of the No Child Left Behind Act, Education Yes, and other applicable state and federal laws.

D. Teachers who shall be affected by a change in teaching assignment will be notified not later than thirty (30) calendar days prior to the first day of classes, except such notice shall not be required in situations beyond the control of the Board. The Board shall make every effort to complete these changes on a voluntary basis. In the event that the Board does not comply with the thirty (30) day notification, the teacher shall be paid a flat rate of Thirty dollars (\$30.00) for each day less than the required thirty (30) day notice. Notification shall be made by mail effective one (1) day after post mark. Notice by telephone shall be attempted.

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

E. The Board and Association recognize that library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Representatives of the parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will consider all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the school reasonably and properly equipped and maintained. Teachers shall be notified if approved orders are unfilled or on back order. If approved orders cannot be filled, the teacher shall be allowed to order approved alternate materials.

F. Parking facilities shall be maintained for employee use.

G. Forms, documents, surveys, student evaluations, etc. requiring teacher participation shall be done with prior notice and shall be accomplished no earlier than two (2) working days following notification, unless extenuating circumstances arise. Notification shall be in writing. Teachers shall have five (5) working

days from the end of the semester to input grades for any course giving a final exam. Grades will be due at 3:00 p.m., on the scheduled date for progress reports, marking periods, trimesters and semester courses not giving a final exam.

ARTICLE VI
VACANCIES, PROMOTIONS, TRANSFERS & JOB SHARES

- 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 factors shall be guided by the standards set forth in District Policy #4162 Teacher Placement.
- 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.
- b. A unit member who leaves the district to take a teaching position at another school district and thereafter is re-hired to a Memphis unit position will be re-hired with the same rights held by the employee at the time he left the unit.
- B.2. Seniority shall only be granted for time in the bargaining unit, and not for non-bargaining unit time.
- C.1. A teacher employed as substitute teacher with an assignment to one (1) specific teaching position after sixty (60) days of service shall be granted leave time and other privileges granted to regular teachers by the school district, including a salary not less than the minimum salary on the current salary schedule for that district.
- C.2. A teacher employed as a substitute teacher for one hundred twenty (120) days or more during a school year shall be given first opportunity to accept or reject a contract for which the person is certified after all other teachers of the school district are reemployed in conformance with the terms of a master contract of an authorized bargaining unit and the employer.
- D. Two (2) teachers who wish to share a 100% assignment may initially apply for such an assignment for the coming school year. The following procedure will be used:
1. Both teachers must agree, in writing, to share the assignment with the other. Both must agree on the percentage of each member's assignment. (examples: 50/50, 60/40, etc.)
 2. If both teachers are in the same building, the building principal must give approval.
 3. If each teacher is in a separate building, the receiving principal must give approval.
 4. In the spring of each year, the District will allow teachers to indicate, in writing, a desire to be part of the Job Sharing Process. Letters must be received by the District's Personnel Office by May 1st of each year.
 5. The shared-time assignment will be established in the position of the most senior teacher. The less senior teacher will be the displaced teacher during staffing the following spring. The more senior teacher will be placed the following year, based on the position the teacher holds this year, but the teacher is subject to being displaced through the normal staffing process.
 6. The less senior teacher may only return to a 100% position when there is an opening.
 7. Both teachers will attend District Professional Development Days unless specifically excused by their immediate supervisor.
 8. If the attendance results in one or both teachers exceeding their yearly contractual percentage, they will be compensated at the end of the year with additional sick time added to their individual sick bank accumulation.

9. Both teachers will meet with their immediate supervisor and the Superintendent upon approval of the job-share assignment, to set their calendar. They will meet again prior to the Christmas break to make any necessary adjustments to that calendar.
10. Both teachers will attend parent-teacher conferences with no additional compensation.
11. Teachers who choose to job-share will have their Personal, Sick and Funeral Leave and Health, Dental and Vision Insurance pro-rated based on their contractual percentage. (See Schedule B – Insurance)
12. Seniority and steps and salary, will be pro-rated per percentage of contract being worked by each teacher.

ARTICLE VII **LEAVE WITH PAY**

- A. Teachers absent from duty because of illness, personal business, disability or because of illness in the family shall be allowed full pay for a total of twelve (12) leave days in any school year plus as many days as the individual teacher may have accumulated. Seven days of the twelve (12) leave days shall be designated as sick leave and five (5) days shall be designated as non-reviewed personal business days. Personal Days may not be used immediately prior to, or immediately following any vacation breaks or holidays, except under C. below – Union Days and Union Oversight.

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

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

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

Upon retirement, a teacher shall receive substitute's current daily wages at the time of such retirement, for all accumulated leave days in his account. Upon termination of employment for reasons other than retirement, a teacher shall be eligible to receive fifty percent (50%) reimbursement for any accumulated leave days accredited to him at the time of employment termination. This shall be in effect only upon completion of at least six (6) years of teaching service in this system.

Eligible employees are entitled to FMLA leave. Employees shall be allowed to use accrued sick leave during approved new-child leaves or during an absence in which the employee is caring for a family member who has a serious health condition.

B. **Non-Reviewed Personal Business Days:**

1. Members shall be credited five (5) days per year
2. Unused shall accumulate as sick days year to year
3. 72 hours prior arrangement is necessary, except in the case of emergency or Superintendent approval
4. The number of members approved shall be limited to five (5) per day
5. Shall not be used 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.

C. **Union Days and Union Oversight**

1. Three (3) Members may use a personal day before or after a holiday. Requests are made at the beginning of each school year, to the union, and if more than three (3) members request the same day, a lottery will be held to determine who is granted the day. The union will collect request and notify members of approval. No member shall be granted more than one personal day before or after a holiday, in any school year.
2. A sick leave bank shall be established and maintained for the use of Association members. (As defined in Sick Leave Policy – Article XV.

3. For the duration of this agreement, the Association shall be credited with twenty (20) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board not less than forty-eight (48) hours prior to the date of the intended use of said leave, unless in exceptional circumstances which require immediate attention. 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.
- 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. Leaves with pay, chargeable against the teacher's accumulated leave allowance shall be granted for the following reasons:
1. Teachers shall be allowed the use of leave days for attendance at funerals of family members who are not of the immediate family and of personal friends.
 2. Attendance at a ceremony awarding a degree to a staff member for such portion of the day as necessary. Only the staff member receiving the degree is involved.
 3. One (1) day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife. (Maximum of two (2) days.)
- F. Leaves of absence with pay, not chargeable against the teacher's accumulated leave shall be granted for the following:
1. A maximum of five (5) days per occurrence for a death in the immediate family. Any additional days needed for death in the immediate family will come from the employee's personal leave days. (Note: Family is defined as parents, siblings, grandparents, children, grandchildren, spouse, parents-in-law, and individuals for whom you have legal guardianship.)

Leave begins the day following the death. The next five (5) days are five (5) week days in which business could be conducted. (Monday – Friday) It excludes holidays and weekends.

If the death occurs after the last teacher day in any vacation period but before five (5) days prior to return, the teacher is not entitled to five work days for death in the immediate family.
 2. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal, or in an arbitration, negotiation, mediation or fact finding procedure, shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. Employees shall submit the amount of pay received for jury duty, minus the mileage portion, to the business office, upon receipt of the payment. The district pays the employee their normal/regular daily pay for days spent in the above circumstances.

ARTICLE VIII
LEAVE WITHOUT PAY

- 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.
- If requested by the Board, he/she shall submit with such application, a statement from a qualified physician attesting his/her ability to resume active duty.
- B. A leave of absence of up to two (2) years without pay or seniority accumulation shall be granted to any tenured teacher upon application for study, research, special teaching assignment involving probable advantage to the district, study to meet eligibility, certification, or recertification requirements in

educational fields, and for other personal or professional reasons. The regular salary increment occurring during such period shall not be allowed.

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

- C. An unpaid child-care leave of up to two (2) years shall be granted to a tenure teacher. This leave shall be without increments or seniority accumulation. At least thirty (30) days prior to the termination of such leave of absence, the teacher must notify the Administration of his/her intention to return to work. The teacher shall thereupon be assigned the same or an equivalent teaching position. If this leave began on or after the sixth week of the second semester, the teacher shall be granted that full step on the salary schedule. A returning teacher must return at the beginning of either the fall or spring semester, whichever comes first.
- D. 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 the documented duration of the term.
- E.1 The Board shall grant a leave of absence, without pay, to any teacher to campaign for public office. This leave shall not exceed two (2) consecutive semesters or one (1) year.
- E.2 Teachers who are elected into public office positions shall be granted a leave not to exceed the documented term of the office.
- F. 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

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 IX.
- 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.
- F. In accordance with Michigan School Code, where days of instruction are not held because of conditions not within the control of school authorities, those days may be made up at the discretion of the Board to insure requirements are met. (Currently Public Act of 175 of 2003 is one thousand ninety-eight (1098) instructional hours.) It is understood that such days shall be considered part of the regular school year and no employee shall receive additional compensation for those days.

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

- G. Personal injury – Whenever a teacher is absent from school as a result of personal injury caused by accident or an assault arising out of and in the course of his employment (self-inflicted injuries are excluded), he will be paid his full salary (less the amount of any Worker’s Compensation paid for at the time of injury) for a period not to exceed three (3) full calendar years from the date of the injury. This payment to start when the Worker’s Compensation starts. No part of such absence will be charged to his annual or accumulated leave. The Board may, at its option, request a confirming statement from a medical doctor of its choosing relative to the duration of such absence from the teaching assignment. A third medical opinion may be obtained from a mutually agreed upon third party. As soon as such teacher is physically able to return to work, he shall be restored to his previous position or a substantially equivalent one. He shall also receive his increments.
- H. Each teacher shall have the right, upon request, to review the content of his personnel file. A representative of the Association may be requested to accompany the teacher in-such review. The teacher shall not be permitted access to that portion of his file, which is classified “confidential” by a university or college placement office.
- I. Discharge, demotion, or other discipline of teachers shall be made only for a reason(s) that is not arbitrary or capricious. A disciplinary decision must be supported by results of a disciplinary investigation and that any resulting disciplinary action must have a rational relationship to the teacher’s conduct which forms the basis for a disciplinary decision. See District Policy #4161 – Teacher Discipline
- J. If a teacher is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the contents of the material.
- K. All monitoring or observation of a teacher shall be conducted openly and with full knowledge of the teacher. Auditory monitoring in classrooms, with the exception of computer labs, shall be prohibited. Visual and Auditory monitoring in common areas, (hallways, library/media center, etc.) is intended for use to maintain a safe environment for staff and students.

In the event that video cameras are used to determine or investigate an incident involving a student and or staff member, the staff member in question, as well as the Union representative, shall be allowed access to view the video tape. While the primary purpose of cameras in the school is to monitor and maintain a safe environment, they may be used to investigate or verify complaints or allegations.

- L. In the event of a bomb threat, members will only be asked to visually check their classroom/work area for anything unusual. If anything looks suspicious, the member will notify the Superintendent’s office immediately upon evacuating the building.

ARTICLE X
REDUCTION AND RECALL of TEACHERS

- A. Reduction and Recall of teachers will be guided by District Policy #4163, Reduction and Recall of Teachers.

ARTICLE XI
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 XII
PROFESSIONAL GRIEVANCE PROCEDURE

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

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

 - 1. LEVEL ONE – A teacher with a grievance shall discuss it with his immediate supervisor, principal or party of interest; individually, together with his Association Representative or through the Association Representatives. This action must be initiated within thirty (30) days of incident or discovery thereof.

2. LEVEL TWO – (a) In the event the aggrieved person is not satisfied with the disposition of his grievance at level one, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing and 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, a written decision shall be rendered.
3. LEVEL THREE – In the event the grievant 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 grievant will then file the grievance with the Superintendent, who shall render a written decision.
4. LEVEL FOUR – If the grievant 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 grievant may refer the grievance to the Board of Education for hearing at the next regular scheduled meeting. A decision shall be rendered by the Board within ten (10) days After the Meeting. The Superintendent shall be in attendance during the meeting.
5. LEVEL FIVE – If the Association 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 XIII **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. Faculty meetings shall be no longer than one (1) hour in duration and are not to be held more than two (2) times per month. Any staff member required to attend more than two (2) faculty meetings per month will be compensated in ¼ hour increments at the rate of \$21.47 per hour.

- C. Administration will discuss meeting times and dates with association prior to setting annual schedule and providing it to staff at the beginning of each school year.—Special meetings may be called for emergency situations.

ARTICLE XIV
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. Teachers shall be given a telephone number they may call; it is requested that they call or post to the sub web-site by 6:00 a.m. If school is closed, and staff is not required to report, the teacher shall not be charged with a leave day.

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

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

- E. 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.

- F. 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.

- G. 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.

- H. Field trips will be allowed when economically feasible.

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

- J. 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.

- K. 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.

- L. Parent-teacher conferences for subsequent years of this agreement shall be negotiated by the Board and Association when the school calendar for those years is negotiated.

ARTICLE XV
SICK LEAVE BANK

- 1. The Board will cooperate in the operation of an Association sick bank.
- 2. All Association members of the unit shall participate in the sick leave bank.

3. (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 Association member.

(b) If during the school year, the bank becomes depleted, a special assessment shall be made.
4. A member shall not be allowed to withdraw his sick leave days from the sick leave bank.
5. An Association member must first exhaust all personal sick leave before being eligible to use days from the Association sick bank. 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. A maximum of thirty (30) days of the same illness shall be covered by the sick leave bank.
6. A maximum of thirty (30) sick leave days from the sick leave bank may be used in a school year by an Association member.
7. Association members using the sick leave days from the sick leave bank do not have to pay back the sick leave days except as a regular contributing participant of the sick leave bank.
8. Any new Association member must contribute three (3) days to the bank. This can be done over a period of three (3) years.
9. Days contributed by members leaving the employment of the district shall remain for the use of the bank.
10. The bank shall be controlled by the Association's Executive Board, which will serve as the Sick Bank Committee.
11. At no time shall the sick bank be used by an Association member who isn't out on a personal illness or disability with medical documentation. (EX: FMLA allows a person to be off for the care of a newborn child, sick bank cannot be used in that instance. Contractually, a person can use their accumulated sick leave time for a family member qualifying for FMLA but the intent was never to use the association sick bank for anyone's leave other than the Association member.)
12. Association members who are not in good standing, are not eligible for the sick leave bank.
13. If a person opts out of the Association, they are not eligible for sick leave bank from that day forward even if they rejoin the Association.

ARTICLE XVI
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 XVII
SITE BASED DECISION-MAKING TEAMS
AND
SCHOOL IMPROVEMENT COMMITTEES

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

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

ARTICLE XVIII
MENTOR TEACHERS

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

SCHEDULE A – SALARIES

1. The salary agreement will expire on June 30, 2020.
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.

This language will continue to be suspended during the 2018-2019 & 2019-2020 school years.

3. Teachers rated as “highly effective” by the building principal, for two consecutive years, beginning with the 2013-2014 school year, will receive a \$50 stipend each year thereafter, as long as their rating remains “highly effective”. The stipend will be paid at the first pay in September.
4. Teachers creating a new on-line class shall be paid \$200, per semester course, prior to the class beginning, with approval of syllabus by building principal. The teacher will receive an additional \$200 upon successful completion and grade submission of semester course. Teachers teaching on-line classes, in addition to their full schedule, will receive an additional two and one-half (2.5) hours of substitute pay per week, for duration of course, to be included in each check. In addition, teachers will receive overload pay for each student exceeding the optimum class size per Article V.
5. 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.
6. Teachers teaching Peer to Peer classes, in addition to their full schedule, will receive two (2) hours of substitute pay per week, for duration of course, to be included in each check. In addition, teachers will receive overload pay for each student exceeding the optimum class size per Article V.
7. One step given to all teachers employed and working at Memphis Community Schools prior to May 1, 2018, beginning with the March 22, 2019 pay period.
8. \$300 one-time stipend given to all teachers on step 12 prior to step given in Schedule A #7, to be included on payroll for April 5, 2019.
9. \$1000 one-time stipend to be paid to Josh Eash, Justina Claeys, Eileen Smith, Stacie Thomson, Stephanie Lawrence and Sara Hulett, to be included on payroll for April 5, 2019.
10. 3.5% on-schedule salary increase for steps 1 - 6 and 2.0% on-schedule salary increase for steps 7 – 11 to be given on July 1, 2019. Increase will take effect for the first pay of the 2019 – 2020 on September 6, 2019.
11. \$300 one-time stipend given to all teachers on step 12 prior to step given in Schedule A #7, to be included on payroll for February 7, 2020.

SCHEDULE A - TEACHER SALARY SCHEDULE

BA

Step	2016-2017	2017-18	2018-19	2019 - 2020
1	30,071	30,566	30,566	31,636
2	31,996	32,553	32,553	33,692
3	34,048	34,668	34,668	35,881
4	36,232	36,922	36,922	38,214
5	38,560	39,322	39,322	40,698
6	41,037	41,878	41,878	43,344
7	43,676	44,600	44,600	45,492
8	46,487	47,499	47,499	48,449
9	49,479	50,586	50,586	51,598
10	51,679	53,875	53,875	54,953
11	56,053	57,366	57,366	58,513
12	61,009	61,850	61,850	61,850

BA + 20

Step	2016-2017	2017-18	2018-19	2019 - 2020
1	30,959	31,483	31,483	32,585
2	32,943	33,529	33,529	34,703
3	35,056	35,709	35,709	36,959
4	37,340	38,030	38,030	39,361
5	39,704	40,502	40,502	41,920
6	42,255	43,134	43,134	44,644
7	44,974	45,938	45,938	46,857
8	47,869	48,924	48,924	49,902
9	50,952	52,104	52,104	53,146
10	54,235	55,491	55,491	56,601
11	57,228	58,578	58,578	59,750
12	62,076	62,941	62,941	62,941

MA/BA + 34

Step	2016-2017	2017-18	2018-19	2019 - 2020
1	31,403	31,941	31,941	33,059
2	33,417	34,018	34,018	35,209
3	35,560	36,229	36,229	37,497
4	37,843	38,583	38,583	39,933
5	40,275	41,092	41,092	42,530
6	42,864	43,762	43,762	45,294
7	45,623	46,607	46,607	47,539
8	48,558	49,636	49,636	50,629
9	51,687	52,863	52,863	53,920
10	55,019	56,299	56,299	57,425
11	59,577	61,001	61,001	62,221
12	65,283	66,214	66,214	66,214

2nd MA/Ed Spec

Step	2016-2017	2017-18	2018-19	2019 - 2020
1	32,738	33,317	33,317	34,483
2	34,837	35,483	35,483	36,725
3	37,072	37,788	37,788	39,111
4	39,454	40,245	40,245	41,654
5	41,990	42,861	42,861	44,361
6	44,691	45,647	45,647	47,245
7	47,569	48,614	48,614	49,586
8	50,631	51,773	51,773	52,808
9	53,864	55,139	55,139	56,242
10	57,369	58,723	58,723	59,897
11	62,632	64,152	64,152	65,435
12	68,846	69,853	69,853	69,853

SCHEDULE B – INSURANCE

1. Health Care Insurance – Teachers will be provided Health Care Insurance for up to Full Family Coverage, with the employer paying medical benefit plans annual cost limitations (Hard Cap), as amended by 2013 Public Act 270. At no time will the combined total of employer’s premium contribution and Health Savings Account employer contribution exceed the annual adjusted limitation. The employer will automatically adjust the limitation January 1st of each year.

Each year during the open enrollment, teachers shall have the option, of choosing either Blue Cross/Blue Shield Simply Blue PPO HSA (\$1,350/\$2,700 or \$2,000/\$4,000), or BCN HMO HSA with the lowest possible deductible as established by IRS annual regulations, or Blue Cross/Blue Shield Simply Blue Traditional PPO \$250/\$500 deductible, \$20 Office Visit, \$20 Urgent Care and \$150 Emergency Room Co-pay, 20% Coinsurance with In-Network maximum capped at \$1,500 / \$3,000. The In-Network combined out-of-pocket maximum between deductibles, coinsurance, and flat dollar copays (both office visit and prescription copays) is \$6,350 for a single and \$12,700 for two-person / family coverage.

The district will fund the deductible for HSA plans, with a one-time disbursement in January.

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

Number Electing	Opt Out Amount
1- 6	\$1,200
7 or more	\$3,000

Insurance will continue through June of current year upon retirement. Employees who resign are terminated, or reach other agreements, insurance will continue until new insurance begins, but no longer than the end of August of current year.

2. Life Insurance – The Board shall purchase and maintain life insurance in the amount of \$50,000 for each teacher. In the event of accidental death or dismemberment, the insurance policy will pay according to the schedule up to \$100,000. The policy shall retain conversion privileges for the employee. Exercise of the privilege is the responsibility of the employee. This shall not be pro-rated based on contractual language.
3. Dental Insurance – The Board shall offer Blue Cross or Delta Dental Insurance which will provide coverage equivalent to MESSA Delta Dental, Plan A 75/50 coverage for Class I and II benefits. Option 0-2 shall be added to all present Delta Dental Coverage (80/80/75 \$1200 ortho max). This shall be pro-rated based on contractual language. Those opting out of Dental coverage shall receive an annuity of \$500 per year, or as a cash payment, through payroll. This shall be pro-rated based on contractual language.
4. Vision Insurance – The Board shall provide vision care by Equitable Life Assurance Society of the United States full family Plan VSP-II. This shall be pro-rated based on contractual language. Those opting out of Vision coverage shall receive an annuity of \$100 per year, or as a cash payment through payroll. This shall be pro-rated based on contractual language.
5. Long Term Disability (LTD) – Effective January 1, 1992, the Board shall provide a LTD policy consisting of 66 2/3% pay [with maximums of \$2200 per month] with a 120 day straight waiting period. Coverage is to age 65 with drug/alcohol and nervous/mental coverage limited to two (2) years. This shall not be pro-rated based on contractual language.
6. Insurance Premiums – The Board shall pay 100% of all insurance premiums for each employee, with the exception of medical benefits plans. The Board shall pay the annual medical benefit cost limitations (Hard Cap), as amended by 2013 Public Act 270. The Hard Cap will be adjusted in January of each year and shall include any payments to the HSA possible to reach the cap. The coverage will be for the full twelve-month period beginning September 1 and ending August 31.

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

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

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

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

SCHEDULE C – SPECIAL ASSIGNMENTS

The Schedule C salary schedule will be negotiated separately from the Schedule A salary schedule. Schedule C salaries remain at rates identified below, but experience steps may be granted.

1. Teachers in a substitute role shall be paid \$21.47 per period/class for which they substitute.
2. Extra-curricular assignments shall be paid in two equal amounts at the middle and end of the respective extra curricular assignments in regular payroll checks per the following schedules: (Athletics has its own schedule, attached)

SPONSORS

Yearbook	\$1237
Student Council Jr/Sr High	\$1250
Student Council Elem.	\$ 920
Debate	\$1237
Mock Trial	\$1237
Jr/Sr High Dramatics (per play)	\$1350
Elementary Dramatics	\$ 675
Band Director	\$1871
Chorus Director	\$1871
Elementary Music Director	\$ 750
A3 Teacher Stipend	\$ 500

CLASS SPONSORS

12	\$2182
11	\$2182
10	\$1072
9	\$1072
H.S. Honor Society	\$ 827
J.H. Honor Society	\$ 827
Science Olympiad	\$ 827
Future Problem Solving*	\$ 729
SADD Director	\$ 702
Odyssey of the Mind	\$ 827
Chess Club	\$ 827

MENTOR TEACHERS

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

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

*A3 Teachers will receive a pro-rated amount, per semester, for actual days of instruction in the A3 program, in the event of more than one teacher providing the instruction.

SCHEDULE C – NOTES:

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

Schedule C - Based on BA Tract At Experience Level

Varsity Football, Boys and Girls Varsity Basketball

Step #	
1	3,362
2	3,581
3	3,814
4	4,061
5	4,325
6	4,607
7	4,906
8	5,225
9	5,564
10	5,926
11	6,338
12	6,669

Varsity Track, Baseball, Softball, Wrestling, Volleyball & Soccer

Step #	
1	3,057
2	3,255
3	3,467
4	3,692
5	3,932
6	4,188
7	4,460
8	4,750
9	5,059
10	5,388
11	5,762
12	6,063

1st Assistant Varsity Football, JV Football (Per Coach), JV Basketball, Assistant Varsity Wrestling, JV Wrestling, Varsity Cheerleading

Step #	
1	2,445
2	2,604
3	2,773
4	2,954
5	3,146
6	3,350
7	3,568
8	3,800
9	4,047
10	4,310
11	4,609
12	4,850

Assistant Track, JV Baseball & Softball, Assistant V. Volleyball & JV Volleyball

Step #	
1	2,140
2	2,279
3	2,427
4	2,585
5	2,753
6	2,931
7	3,122
8	3,325
9	3,541
10	3,771
11	4,033
12	4,244

**2nd Assistant V. Football, Freshman Football,
Asst. V. Basketball, Freshman Basketball,
Golf, Tennis**

Step #	
1	1,987
2	2,116
3	2,253
4	2,400
5	2,556
6	2,722
7	2,899
8	3,087
9	3,288
10	3,502
11	3,745
12	3,941

Freshman Volleyball, JV Cheerleading

Step #	
1	1,834
2	1,953
3	2,080
4	2,215
5	2,359
6	2,513
7	2,676
8	2,850
9	3,035
10	3,233
11	3,457
12	3,638

**7th & 8th Football,
Freshman Cheerleading**

Step #	
1	1,528
2	1,628
3	1,733
4	1,846
5	1,966
6	2,094
7	2,230
8	2,375
9	2,529
10	2,694
11	2,881
12	3,031

**JH Football Assistant, JH Basketball,
JH Wrestling, JH Volleyball,
JH Cheerleading**

Step #	
1	1,223
2	1,302
3	1,387
4	1,477
5	1,573
6	1,675
7	1,784
8	1,900
9	2,023
10	2,155
11	2,305
12	2,425

SIGNATURE PAGE

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