

# Master Agreement

*Between*

*Monroe County Alternative Education Consortium,  
Monroe Public Schools Board of Education, Fiscal Agent*

*And*

*Monroe-Mason Alternative Education Association  
MEA/NEA*

**July 1, 2014 to June 30, 2015**

**MASTER AGREEMENT  
MONROE PUBLIC SCHOOL DISTRICT  
And  
MONROE-MASON ALTERNATIVE EDUCATION ASSOCIATION**

This Agreement ("Agreement" or "Master Agreement") is entered into by and between the Monroe Public Schools Board of Education, acting as fiscal agent for the Monroe County Alternative Education Consortium ("Employer," "Board," "District," or "Consortium"), and the Monroe-Mason Alternative Education Association, MEA/NEA ("Association" or "Union").

**ARTICLE I  
PURPOSE**

The Employer and the Association hereby affirm that their mutual interest is the development of educational programs of the highest quality consistent with available community resources, for the benefit of the students participating in the program, the constituent communities and their mutual recognition of teaching as a public trust and a professional calling.

**ARTICLE II  
RECOGNITION**

The Employer hereby recognizes the Association as the exclusive bargaining unit representative, as that term is defined in Section II of 1965, P.A. 379, as amended, for all full and part-time alternative education teachers, counselors/social workers, and excluding all supervisory, and executive personnel, and all others not specifically recognized herein.

The term "teacher," as used in this Agreement, shall refer to all employees represented by the Association as a part of this bargaining unit and any reference to male teachers shall include female teachers. The term "Employer" shall include all supervisory and executive personnel, officers, members of the Board of Education and/or their delegated representatives.

**ARTICLE III  
BOARD'S RIGHTS**

- A. The District, on its own behalf, and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, the Revised School Code of 1995, and all other applicable laws, codes and regulations and any modifications made thereto. Further, all rights which ordinarily vest in and are exercised by employers, including the day-to-day operations as required to assure the effective control of personnel, except such as are relinquished herein, are reserved to and remain vested in the District, including but without limiting the generality of the foregoing, the right:
1. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any new services, materials, or methods of operation;

2. To introduce new equipment, methods, change or eliminate existing equipment, and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
3. To determine the number, location and type of facilities and installations;
4. To determine the size of the work force and increase its size, subject to the limitations imposed by this agreement;
5. To hire and lay off employees;
6. To direct the work force, assign work and determine the number of employees assigned to operations subject to the limitations imposed by this agreement;
7. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications. However, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classifications and establishment of wage rates for any new or changed classifications shall be the subject of collective bargaining;
8. To determine lunch, rest periods and preparation, and other break periods;
9. To discipline and discharge employees.
10. The Employer retains the right to direct supervisory employees, non-bargaining unit employees, or other administrative personnel to perform bargaining unit duties normally performed by bargaining unit members whenever, in the reasonable determination of the Board or its designated representative, such duties on a temporary basis is necessary to ensure continuity of essential administrative or educational functions of the school district. The performance of such duties shall not, however, result in the displacement or replacement of regular bargaining unit members;
11. To establish, maintain and enforce work rules relative to the job classifications covered by this agreement;
12. To contract or subcontract any and all bargaining unit work according to the need for efficiency and economy in the operation of the District, to the extent permitted by law;
13. The executive management and administrative control of the school system and its properties and facilities, and the school-related activities of its employees;
14. To hire all employees and, subject to the provisions of the law and this Master Agreement, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote, and transfer all such employees;
15. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, as deemed necessary or advisable by the Board;

16. To approve 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;
  17. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereof, and the terms and conditions of employment; and
  18. To adopt rules and regulations for the operation and management of the schools and the Consortium.
- B. The exercise of the foregoing powers, rights and authority, by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith 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, and the Constitution and Laws of the United States.

#### **ARTICLE IV** **EVALUATION**

Evaluation of employees shall be consistent with the provisions of the Michigan Teachers Tenure Act and Michigan's Public Employment Relation Act.

#### **ARTICLE V** **TEACHER RIGHTS & RESPONSIBILITIES**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee, as defined in Article 1, Section A, of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations, and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly encourage, discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Union, his/her participation in any lawful activities of the Union, or collective professional negotiations with the Board, or his/her institution of any grievance or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission.
- C. A teacher shall not seek to advance personal, political or religious views in the classroom.
- D. The Union shall not discriminate against any teacher who refuses to participate in activities of the Union.
- E. The teacher's position shall not be privileged as to his responsibility for statements which are libelous, slanderous, or which in any way violates the civil rights of others.

- F. Teachers and administrators shall share the responsibility to work with students to maintain an appropriate learning environment.
- G. The teacher shall be responsible for the supervision and safety of students.
- H. When in-service training programs or teachers' meetings are held, all teachers involved shall attend for the full time of the program, and contribute to the work at hand. Only in case of an extreme emergency will teachers be excused from attending such meetings, and this must be with the permission of the building principal.
- I. Teaching is a combined effort of many different aspects of learning. There are certain activities, which are necessary to carry on the business of teaching. These jobs will have to be done by teachers, whether on a voluntary or assigned rotating basis, but done so as to keep the educational process moving. Such jobs might be considered as textbook study, corridor bulletin boards and/or showcases.

## **ARTICLE VI** **UNION RIGHTS**

- A. The Board agrees to furnish the Union in response to reasonable requests all available information concerning the financial resources of the District, including, but not limited to: Annual financial reports and audits; tentative budgetary requirements including allocation board budgets; membership data; teacher directories; teacher salary schedules; and such other information that will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the teachers.
- B. The Union and its members shall have the right to use school building facilities, subject to Board policies, at all reasonable hours, for union meetings, social meetings, and fund raising activities for the Scholarship Fund. This includes use of equipment necessary for the preparation and conduct of the Union's activities at no expense to the Board of Education.
- C. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Union either on or off school premises.
- D. Bulletin boards and other established media of building, intrasystem, and school-community communication and the school intrasystem and mail delivery service shall be made available to the Union and its members. The Board, however, shall not be responsible for transporting Union mail.
- E. Union business may be conducted during the school day when it does not conflict or interfere with the normal school operations.
- F. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship.
- G. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status, or membership in or association with the lawful activities of any employee organization.

- H. The Board shall provide eight (8) school days per year of release time for the purpose of Union business. No more than two (2) members may be released at any one time and only upon prior arrangement with the Administration.
- I. A teacher engaged during the school day in negotiating on behalf of the Union with any representative of the Board or participating in any professional grievance negotiation with any representative of the Board shall be released from regular duties without loss of salary when authorized in advance by the District Administration.

## **ARTICLE VII DRESS CODE**

All employees covered by the terms of this Agreement shall maintain a professional appearance. Appropriate attire shall include all forms of dress, by way of example and not by way of limitation, falling within the category of "corporate casual." The term shall not include blue jeans, stretch pants, sweat suits, gym clothes, or other such attire.

Employees engaged in teaching activities are entitled to wear clothing consistent with their respective duties and responsibilities. For example, laboratory coats shall be appropriate classroom attire in a science laboratory. Gym clothes are considered appropriate attire during a gym class.

The Administration, with the agreement of the Association, shall have the ability to declare a "theme" day which shall allow for a relaxed form of dress. Other exceptions may be agreed upon by the Administration and staff in a building.

## **ARTICLE VIII TEACHING LOADS & ASSIGNMENTS**

- A. Each daytime teacher working a minimum of thirty (30) hours per week at the Orchard Center facility shall have a daily planning or conference period equal in length to a regular class period. If the schedule does not permit, they will be paid one (1) hour per week in lieu of the planning period.
- B. All daytime teachers working a minimum of thirty (30) hours per week at the Orchard Center facility shall be entitled to a duty-free lunch period. The lunch periods shall have duration of thirty (30) consecutive minutes. The teacher lunch period does include normal passing time after and before classes. Teachers may leave the campus during their lunch periods with the permission of their immediate supervisor.

Teachers will be expected to attend nine (9) designated school improvement work sessions each school year. On these meeting days, school will be dismissed one hour early and two hour block meetings will be held for the purpose of school improvement work. Buildings will establish a routine meeting start-time not to exceed twenty (20) minutes after student dismissal unless agreed upon by majority vote of the staff. Teachers who show a pattern of not attending required meetings will be subject to discipline. Administrators are expected to provide teachers with a meeting agenda 24 hours in advance of a scheduled meeting.

In the event that school is cancelled on a school improvement work session day, the work session will be cancelled and not rescheduled.

No parent-teacher conferences will be scheduled on School Improvement Work Session Days (Early Release Days).

**ARTICLE IX**  
**[RESERVED]**

**ARTICLE X**  
**“CERTIFIED” AND “SENIORITY” DEFINED**

- A. Certified shall be defined as a state recognized valid teacher certificate. A teacher will be considered certified for only those areas listed and university verified as of February 1. In the case of special education placements, certification shall be dictated by the ability of the individual to qualify for a certificate endorsement and the ability to qualify for Department of Education approval.
- B. Seniority
1. Seniority shall be counted from the employee's first date of continuous service in the school district. If two or more employees are hired on the same day, the employee's last four (4) digits of their social security shall be totaled to determine the highest sum. The employee with the highest sum shall have the higher seniority ranking. In the event of a tie with the above procedure, one additional digit to the left of the last 4 digits of the social security number will be added until the tie is broken.
  2. The seniority list shall be posted electronically by placement in the public folder, with hard copies furnished to the union, at least 15 working days prior to November 15 and March 15. It shall be the responsibility of each employee to promptly check the seniority list. If an employee or the union does not believe that the employee's seniority, certification, or endorsement is correctly shown on the list, the Personnel Director shall be notified, in writing, of the alleged error within ten days of the list's final day of posting. If no challenges are made within the 15 day period, the seniority list shall be deemed to be accurate. After November 20 the seniority list shall be frozen until reposted on March 1.
  3. Teachers who are on leave of any kind during this time will be notified of their placement on the seniority list by certified mail sent to their last known mailing address. It is the responsibility of the teacher to inform the school of their address or any change of address. The 15-day examination and notification period shall not commence for those individuals until three days after the mailing of the seniority list. The union shall receive copies of the final seniority list.
  4. All seniority is lost if:
    - a. the employee resigns
    - b. the employee retires
    - c. the employee fails to return from recall or if the employee fails to report to work following the expiration of a leave of absence.
    - d. the employee is absent for three consecutive days without notifying the school district.
    - e. the employee is discharged and such action is not overturned.

5. There shall be no seniority granted for the following extended leaves of absence Association activities; Peace Corps - Exchange Teaching; Professional Study; Sabbatical: Maternity: Personal Illness- Accident - Child Care - R & R - Emergency. Short Term Unpaid Sick Leave of less than one (1) semester duration will accrue seniority.
6. Teachers who are employed less than full time will be granted seniority on a pro-rata basis and will be granted other fringe benefits on a pro-rata basis. Any current teacher who earned full time seniority as a part-time teacher will retain that seniority.

## **ARTICLE 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 this Agreement upon mutual consent. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving matters.
- B. In any negotiations 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 a majority of the membership of the Union, 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.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate, in the absence of a Master Agreement.
- D. Upon the demand of either party, negotiations between the parties for a new Agreement will begin at least sixty (60) days before the expiration of this contract.

## **ARTICLE XII**

### **PROTECTION OF TEACHERS**

- A. Student discipline mandates shall be published to and distributed to teachers and administrators.
- B. Any case of assault upon a teacher performing within the scope of his/her authority shall be promptly reported to the Board or its designated representative. The alleged assault will be promptly investigated by the principal, a representative from the Association and the Superintendent or his/her designated representative. These three persons shall determine whether an assault has occurred, and a proven assault will be administered in accordance with disciplinary mandates. An incapacitated teacher may use a proportionate share of his/her accumulated sick days so the employee is receiving full salary in conjunction with his/her Worker's Compensation pay.



- C. Loss or damage of personal clothing that results from a confirmed battery committed upon a teacher while engaging in his/her teaching duties will be reimbursed up to a maximum of \$100.00.
- D. All teachers shall have a right to review their individual personnel file. Representatives of the Association may accompany the individual teacher during the review. Material contained in the personnel file shall be maintained in accordance with the provisions of the Bullard-Plawecki Employee Right to Know Act.

**ARTICLE XIII**  
**PROFESSIONAL GRIEVANCE PROCEDURE**

A. **Definition**

1. A grievance is a claim by a member or members, or the Union, that there has been a violation, misinterpretation or misapplication of the terms of this Agreement, established law, or written policy of the Board.
2. The term "Member" shall include any group of teachers who are certified and who are members of the bargaining unit.
3. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action, or against whom action might be taken in order to resolve the grievance.
4. The term "days" when used in this Article shall, except where otherwise indicated, mean working days.
5. The "grievant" is the person or persons, including the Union, making the claim.

B. **Purpose**

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

It is expressly understood by the Union and the Board that the Grievance Procedure beyond Level Three shall not apply to the following areas, and that should a dispute arise in such areas, the remedy shall be the first three levels of the Grievance Procedure and, where applicable, those procedures provided under the Tenure Act: (1) discharge and demotion; (2) termination of probationary teachers.

C. **Procedure**

A number of days at each level shall be considered a maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent and in writing.

1. **Level One**

An alleged grievance shall first be discussed informally with the coordinator of alternative education, within ten (10) days of the alleged violation. The grievant, at his/her option, may be represented by the Union in the discussion.

2. **Level Two**

If the grievance is not resolved at Level One, the grievance may be submitted, within ten (10) days of the discussion at Level One, in writing to the program director. The program director shall render a decision in writing within five (5) days.

3. **Level Three**

If the decision at Level Two does not resolve the grievance, the grievant may appeal the decision in writing within five (5) days of said decision to the Superintendent and request a meeting. Within five (5) days after the written request is filed with the Superintendent, he/she shall have a meeting with the grievant and/or the Union representative concerning the alleged grievance. Within five (5) days after said meeting the Superintendent shall, in writing, render his/her decision upon the grievance.

If the matter is still in dispute after submission of the superintendent's response to the grievance, the parties may mutually agree to submit the grievance to the mediation processes of the Michigan Employment Relations Commission prior to arbitration of the dispute.

4. **Level Four**

If the alleged grievance is not settled at Level Three, the matter may be referred to arbitration. Either party may refer the matter to arbitration, provided that notice to refer the matter is given to the other party within five (5) working days from the date of the Superintendent's written decision at Level Three and the matter is appealed to the American Arbitration Association within twenty (20) working days from the Superintendent's written decision at Level Three. The grievance will be submitted to arbitration under and in accordance with the rules of the American Arbitration Association. A teacher or group of teachers shall not be authorized to process a grievance to Level Four without the consent of the Union.

The arbitrator shall hear the grievance in dispute and shall render his/her decision within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration. The arbitrator shall confine his/her decision to the particular case submitted to him/her. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The arbitrator shall have authority to act upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement.

The arbitrator shall not render any decision, which would require or permit an action in violation of the Michigan School Laws.

The arbitrator's fee and expenses shall be shared equally by the Board and the Union. The expenses and compensation of any non-teacher witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

All time limits stated above may be extended by mutual consent of both parties.

- D. Any party of interest may be represented at all meetings or hearings at any level of the grievance procedure by another teacher. However, any teacher in no event shall be represented by an officer, agent, or other representative of any organization other than the Union, or its parent organization.
- E. A grievance may be withdrawn without prejudice at any level; however, if, in the judgment of the Union the grievance issue affected a group of teachers, the Union may process the grievance at the appropriate level.

Failure to appeal a decision at any level by either the grievant or the Union within the specified time limits shall be deemed an acceptance of the decision at that level.

The grievance discussed and the decision rendered at Level One shall both be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest. Failure of the employer to issue a decision on the grievance within the time limits specified shall permit the grievant to move the grievance to the next step of the grievance procedure within the time limits specified.

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.

Access shall be made available to all parties of interest, of places and records for all information necessary to the determination and processing of the grievance.

#### **ARTICLE XIV** **TEACHING CONDITIONS**

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.

- A. The Board and the Union agree to maintain class sizes to a manageable number giving due consideration to finances, space, and size of teaching staff.

Where special education students are "mainstreamed" or "included," teachers shall be allowed to participate on the IEPT and in writing the IEP. Teachers shall have access to a copy of the IEP for all Special Education students assigned to their classrooms.

- B. The Board recognizes that appropriate texts, 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. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools.
- C. In each school, the Board shall make available restroom and lavatory facilities exclusively for teachers and adult use.
- D. Telephone facilities shall be made available to teachers for their reasonable use in a non-exclusive private location, wherever possible, but teachers are to pay for all personal long distance calls. Permission for long distance calls should be obtained from the principal's office.
- E. Teachers who cannot use their classroom for conference periods should make arrangements with the building principal for available work areas.

**ARTICLE XV**  
**LEAVES OF ABSENCE**  
**(PAID)**

- A. **Absence because of sickness and unforeseen absences.** In order to ensure the best substitute teacher available, it is necessary to know at the earliest feasible time the fact that a teacher will be absent from work. Teachers will be given the number to call in case of absence at the beginning of each school year. All teachers are specifically required to observe the following rules for requesting substitutes:
  - 1. Place your call the evening before if at all possible, but in no event should the teacher call later than 7:00 a.m. on the day of the absence.
  - 2. On week-ends call at a time acceptable within normal hours in which to conduct business.
  - 3. Teachers who fail to report sick will lose the day in pay.
  - 4. The Board agrees to make every reasonable effort to see that substitutes are available for those teachers who are absent.
- B. Acceptable reasons for sick leave with pay shall be: Personal illness or injury
- C. Sick Leave: The purpose of the individual sick leave program is to provide income protection for the employee, to the extent provided in this section, during periods of involuntary absence from employment due to periods of incapacitating illness or injury.
  - 1. Teachers shall be credited with 10 days per year. A non-tenure teacher who leaves the district before the end of the school year will repay the District all sick days used in excess of 1 per month.
  - 2. Sick leave days shall accumulate and will be granted on the basis of half or whole days.

3. Upon the recommendation of the Superintendent, the Board may require a teacher to submit to physical or mental examinations by a District-selected medical doctor or psychiatrist as the case warrants, to determine whether involuntary sick leave is warranted. Such required examination will be at the Board's expense. The reasons for the examination shall be in writing. If there is disagreement on this diagnosis, the teacher may request another opinion from a mutually acceptable doctor or psychiatrist, as the case may warrant.
4. Where a teacher is absent for more than 3 consecutive days the teacher shall submit a doctor's note verifying the disability or if a doctor was not visited shall provide a written statement giving a general reason for the extended absence. Where a teacher is absent for more than 5 consecutive days, the teacher shall submit a doctor's note from the attending physician verifying the disability period and giving a release to return to full duties and/or outlining the required accommodations to return to duty.
  - a. For a continuing absence beyond 30 work days there must be a follow-up disability note at that time and every 30 work days following, until the absent teacher is released to return to duties, with or without accommodation. When an absence exceeds 30 consecutive work days, the teacher must provide a disability statement from the attending physician. This disability statement must be delivered to the Personnel Office within 5 working days of the 30<sup>th</sup> consecutive absence. This requirement must be repeated after every 30 work day increment where the employee remains unable to work. For purposes of this section, an absent teacher must return to work for a period of 10 consecutive work days for this cycle to be discontinued. The teacher must be given a written doctors release, with or without restriction and/or accommodation, to return to his/her teaching duties.
  - b. The District reserves the right to verify such disability through an independent medical examination, at the Board's expense. If there is disagreement on this report, the teacher may request, within one week, another opinion from a mutually-acceptable physician.
5. Time taken for doctor's appointments will be confined to after school if at all possible. Sick time of a half day will be the standard amount of time for doctor's appointments unless it can be shown a full day is necessary.
6. In addition to personal illness or injury, sick leave may be used for the following purposes:
  - a. Serious or critical illness or injuries in the immediate family (immediate family shall be considered to mean mother, father, spouse and children).
  - b. Child born.
  - c. Adoptions: Up to 10 consecutive days of individual accumulated sick leave may be used for the purpose of adoption when an adjustment period is requested and documented by the adoption agency. Provisions under unpaid short term leaves may be used in lieu of or in conjunction with this subsection as long as the total leave does not exceed the 12 weeks provided under the District's Family and Medical Leave Policy.

## D Temporary Leaves of Absences

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

day, they shall notify their principal(s) as to the feasibility of returning to their regular assigned duties.

7. Subpoenaed - Any teacher who is subpoenaed by a judge or administrative law judge to testify during school hours in any school-related judicial or administrative matter or who is asked to testify in any arbitration or fact finding shall be paid the Bargaining Unit Member's regular salary for such time spent and any compensation paid to the Bargaining Unit Member for such appearance shall be signed over to the school district. A teacher who is subpoenaed as above for any court related issue that is not a school related matter will be expected to apply to use personal business day(s) under section C-1. Use of such personal days for such matter will not adversely affect the attendance incentive language in section B-2 above.
  8. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
  9. Teachers serving as an active member of an elective civic or governmental organization may be granted up to 3 days per year to attend a related convention or special meeting, following written request to the superintendent. Other requests related to non-elected civic/governmental or charitable organization will be considered by the Superintendent on a case-by-case basis and up to three days per year may be granted. Approvals or denials under this clause are not subject to the grievance procedures.
- E. Jury Duty - If, during the school year, the program coordinator is not able to get a teacher excused from jury duty, the Board will pay the regular salary for jury duty. Any check for such duty will be sent to the Board.
- F. Leaves of absence with pay not chargeable against the teacher's sick leave allowance or business day allowance shall be granted for the following reasons:
2. Court appearance as a witness in any case connected with the teacher's employment or the school.
  3. Approved visitation at other schools or for attending educational conferences or conventions.
- G. When, in the judgment of the administrative officials, hazardous weather conditions prevent the opening of school, notice of closing will be given through the local radio station, WTWR FM - 98.3, by at least 6:00 a.m. Teachers will not be required to report to school when it has been closed because of hazardous weather or other building conditions. No teacher shall be required to remain in a building more than three (3) hours due to the loss of electricity or water or heat below 60°.
- H. The Employer shall be obligated to comply with the Federal Family and Medical Leave Act. The Board of Education retains the right to exercise all rights afforded under the Federal Family and Medical Leave Act.
- I. Leaves of absence with pay (e.g. sick days, personal business days) can only be taken in half day, or whole day increments.

**ARTICLE XVI**  
**LEAVES OF ABSENCE**  
**(UNPAID)**

- A. Any teacher whose personal illness extends beyond the period compensated under Article XV shall be granted a leave of absence, without pay, for the duration of the illness, not to exceed one (1) year, renewable at the discretion of the Board. Upon expiration of such leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position, subject, however, to the reduction of staff provisions of this contract.
- B. Any teacher who can anticipate a prolonged disability which would cause the teacher to be absent from work for five (5) consecutive days or more (such as scheduled surgery, other confinement to home or hospital, including maternity) shall notify his/her immediate supervisor, in writing, as soon as possible. The notification shall contain the projected dates of absence. It is understood that use of sick leave shall be only for the duration of the actual incapacity. The Board reserves the right of written verification from a physician.
- C. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States (limited to two years). Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system. This provision shall only apply to the first enlistment of employees voluntarily entering the military.
- D. Sabbatical leaves for professional improvement may be permitted on the basis of the law as stated in the Revised School Code of 1995. Any Board, after a teacher has been employed for seven or more consecutive years, may grant said teacher a sabbatical leave for professional improvement for a period not to exceed two semesters at any one time provided that the teacher holds a valid teaching certificate. During said sabbatical leave, the teacher shall be considered to be in the employ of the said Board, shall have a contract, and may or may not be paid compensation as provided in the rules and regulations of said Board; provided, however, that said Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave. Request for sabbatical leave shall be made directly to the Superintendent's office of the fiscal agent and are subject to approval by the board of education. No more than two (2) teachers shall be allowed such leaves each year.
- E. All unpaid leaves shall be granted without insurance benefits, except as otherwise required by the Family and Medical Leave Act. However, the Board of Education may grant, without setting a precedent, insurance benefits to an individual on an unpaid leave if there are extraordinary circumstances.
- F. ***The unpaid leave provisions of this agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act.*** Upon proper and timely application, an eligible teacher will be granted a qualified leave of absence as required under the Family and Medical Leave Act of 1993 (29 USC 2601) for a total period of up to twelve (12) weeks per year.

The Board may require a teacher to utilize and the teacher may elect to utilize available paid leave time (e.g., sick leave, etc.) within the limitations set forth in the Master



Agreement. Such contractual leave time that corresponds to the purposes, for which unpaid time is afforded under the Act, will be utilized in computing available time off under the Act.

- G. Maternity Leave: Application must be submitted in writing at least sixty (60) calendar days prior to the requested starting date to provide the District ample time to obtain a replacement. Such notice shall be directed to the personnel office and shall include an estimated delivery date and requested calendar date for the last day of work. Upon return from maternity leave, teacher shall be assigned to the same position, if available, or a substantially equivalent position and subject: however, subject to the reduction of staff provisions of this contract. If sick leave is requested, it must be used in conjunction with the Family Medical Leave Act of 1993 (FMLA).
- H. If sick leave is requested, it must be used concurrently with leave under FMLA.
- I. Both the Union and Board recognize that as to those leave provisions that are applicable, they will be applied in a manner consistent with the Family Medical Leave Act of 1993 (FMLA), and employees requesting and eligible for leaves subject to that Act shall be granted leaves in accordance with the provisions of this Article, if applicable, or the Act if the Act provides greater benefits or rights to the employee.

The benefits and provisions of the requested leave will be in accordance with FMLA and this collective bargaining Agreement. The Board of Education will only require substitution of the FMLA for leaves permitted under the collective bargaining agreement, where allowed by the Act.

The District may elect to apply the restrictions applicable to leaves for instructional employees near the end of a school term with regard to any leave allowable under the FMLA, in accordance with the FMLA.

Where applicable, contract leaves, paid and unpaid, shall run concurrently with FMLA leaves to the maximum permitted by law.

Both the Union and the Board recognize that any issue that may arise as to the FMLA shall be excluded from the grievance arbitration procedure.

## **ARTICLE XVII**

### **PROFESSIONAL COMPENSATION**

- A. In no event shall the number of days of student instruction be less than the minimum allowed by the State Department of Education.
- B. The school calendar shall follow the school calendar of the fiscal agent unless student program attendance would be enhanced by following the calendar of the District in which the building is located and to which the teacher is assigned. Teacher's assigned to special units shall follow the school calendar of the fiscal agent to the extent possible and subject to the approval of the special unit involved.
- C. Compensation will only be made by direct deposit in the teacher's selected financial institution. Paychecks will not be issued.

- D. Teachers may, during the term of this Agreement, sign and deliver to the Board an assignment authorizing payroll deductions for: credit union payments, tax sheltered annuity installments, premiums for school approved insurance programs, and United States bond payments sufficient to purchase the smallest denomination bond. Additional Federal and/or State income tax shall be deducted at the teacher's request in writing. Such written authorization or cancellation may be submitted to the Business Office at any time.
- E. Teachers voluntarily (i.e., including retirement and resignation) leaving the employ of the Board after having completed at least twelve (12) years of continuous service credit in the bargaining unit will receive a single payment for accumulated sick days in excess of sixty-five (65) days and up to 115 days at the following percentages of the daily rate of the BA step 1 in effect at the year of the termination

<b>Years of Continuous Service Credit</b>	<b>Percentage</b>
12-20 Years	50%
21-25 Years	60%
26-40 Years	70%
More than 40 Years	55%

(Example: A teacher retiring after 30 years of continuous service in the bargaining unit will receive a single payment of 70% of BA step 1 divided by the number of teacher calendar days for each accumulated sick day in excess of sixty-five (65) days up to 115 days of accumulated sick leave)

The payment shall be a single payment paid by or before six months from the final termination date, and paid into the District-established 403(b) account in the name of the terminating teacher. Once this termination pay is deposited into the District-established 403(b) account, the employee will have the option of cashing in the account, opting to rollover to another tax-deferred account, or leaving the sum in the initial District-established 403(b) account. In the event of the teacher's death, payment will be made to his/her estate.

- F. Teachers who substitute during their prep period will be paid \$25.00 per period. If administration can't secure a substitute teacher, teachers on their prep period will be mandated to substitute on a rotational basis.
- G. Teachers teaching more periods than a normal load shall be paid an additional rate of pay commensurate with the formula  $1/n$  times base pay where n equals the number of periods of instruction per day.
- H. The reimbursement rate for academic advisers/counselors will be paid per diem for required time beyond the normal school year as scheduled and approved by administration.
- I. For extra work previously approved by administration not compensated by those items in this section or under Schedule B (e.g. detention supervisor), the teacher shall be entitled to appropriate additional professional compensation at an established hourly rate of \$20/hour. These hours must be recorded on a timesheet and submitted bi-weekly.
- J. When professional development is offered after school hours, the participants will receive \$20 per hour unless otherwise noted.

**ARTICLE XVIII**  
**MISCELLANEOUS PROVISIONS**

- A. 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 contracts heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established practices of the Board.
- B. If any provisions 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 not be deemed valid and subsisting except permitted by law, but all other provisions or application shall continue in full force and effect.
- C. No teacher shall leave the premises of the school in which he/she teaches anytime during the school hours, including during the teacher's duty-free lunch period, without authorization of the principal in the building.
- D. The Board and the Union have the right to demand a clinical examination, either physical or mental or both, at Board expense, when in their estimation, the health of the teacher is such as to make him unfit for service in the school system. The teacher may select a second psychiatrist at his expense and a third psychiatrist shall be used if necessary at divided cost. The parties shall take all precautions necessary to comply with applicable federal and state law and to protect the privacy interests of the individual teacher.
- E. A "Chain of Command, Emergency Reporting Procedure" will be developed that will inform employees when their supervisors will be absent, and of whom to contact during these absences. Reporting procedures will be spelled out so that teachers will know whom to contact, and what steps to take, in certain unusual situations and emergencies.

## APPENDIX A

Days	179.00							
<u>Step</u>	<u>BA</u>	<u>Per Diem</u>	<u>BA +18</u>	<u>Per Diem</u>	<u>MA</u>	<u>Per Diem</u>	<u>EDS</u>	<u>Per Diem</u>
1	\$33,300	\$186.20	\$33,997	\$189.93	\$35,356	\$197.52	\$37,505	\$209.53
2	\$34,997	\$195.51	\$35,696	\$199.42	\$37,125	\$207.40	\$39,382	\$220.01
3	\$36,747	\$205.29	\$37,482	\$209.40	\$38,981	\$217.77	\$41,351	\$231.01
4	\$38,584	\$215.55	\$39,356	\$219.86	\$40,930	\$228.66	\$43,419	\$242.56
5	\$40,513	\$226.33	\$41,323	\$230.86	\$42,977	\$240.09	\$45,589	\$254.69
6	\$42,539	\$237.65	\$43,390	\$242.40	\$45,125	\$252.09	\$47,869	\$267.42
7	\$43,044	\$240.47	\$43,895	\$245.22	\$45,630	\$254.92	\$48,374	\$265.79

### LONGEVITY PAY

7-9	Years Service	\$500
10-14	Years Service	\$750
15-19	Years Service	\$1000
20-24	Years Service	\$1250
25+	Years Service	\$1500

Payment for longevity will be made in equal installments for the duration of this Agreement.

### SCHEDULE B

Each year, up to \$1,500 will be allocated to Schedule B payments. OCHS teachers can submit proposed Schedule B activities that align with the School Improvement Plan to the building principal. Proposals will be reviewed by the principal for consideration under Schedule B. Teacher of approved activities will receive a written commitment outlining expected activity and amount of stipend for each proposal. Payments will be made at the end of the school year.

## APPENDIX B HEALTH CARE

The Board and the Association shall annually select a mutually acceptable healthcare plan to be offered to members of the bargaining unit. Pursuant to Public Act 152 (PA 152) of 2011, the Board's contribution toward healthcare costs will be at the hard cap maximums for the healthcare plan including any payments for reimbursements of co-pays, deductibles, or payments into health savings accounts (HSA's), flexible spending accounts, or similar accounts used for healthcare costs.

The healthcare hard caps for the 2014 plan year are \$5,857.58 for employees with single person coverage, \$12,250 for employees with individual-and-spouse or individual-plus-1-nonspouse-dependent coverage, and \$15,975.23 for employees with family coverage. By October 1 of each year, the state treasurer will adjust the maximum payment permitted based on the changes in the medical care component of the United States consumer price index.

In the event that the total cost for health benefits exceeds the hard cap amounts, the remainder of the costs will be paid by the employee through a "qualified Section 125 payroll deduction plan". Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HSA up to the maximum amounts allowed by Federal law.

The District shall pay the District's contribution to the health benefits of exiting members through the end of the month in which the exiting member last works, unless the District and Association agree in writing to an alternative termination date for health benefits as part of a negotiated separation agreement.

**OR IN LIEU OF INSURANCE**

If a teacher does not select health insurance, he/she will receive an in lieu payment of \$200/month. Dental, vision, accidental death and dismemberment will still be provided at no cost to all full-time employees.

**ATTENDANCE INCENTIVE**

Recognizing the importance of good teacher attendance, student classroom achievement, and the costs associated with the employment of substitute teachers, an attendance reward account will be established.

At the beginning of each school year, each bargaining unit employee will be credited with a \$700 bank. For each sick day or deduct day used beyond two days, 50% of this bank will be deducted up to the maximum amount. This provision is in addition to payment for unused sick leave under Subsection 4. Part-time employees will be prorated under this Subsection. Bargaining unit employees who do not finish the school year and employees who are hired after December 1 of a school year will not be eligible in the first year under this Subsection.

**ARTICLE XIX**  
**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2014 and shall continue in effect until June 30, 2015.

**FOR THE BOARD**  
**MONROE PUBLIC SCHOOL DISTRICT**

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Superintendent

**FOR THE UNION**  
**MONROE-MASON ALTERNATIVE EDUCATION ASSOCIATION**

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Bargaining Team Member

By \_\_\_\_\_  
Uniserv Director

**\* Original signatures on file in Personnel Office \***