AGREEMENT

Between

THE BOARD OF EDUCATION

And

MEMPHIS EDUCATION ASSOCIATION

This agreement is entered into this 8th day of June, 2026 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 year 2026-2027.

2. The parties agree that this Agreement will be reopened for the purpose of negotiating financial terms, including but not limited to wages, stipends, steps, and other compensation, following the official Fall Count Day and the completion of the State Aid audit. The district will share their final audit with the association when they submit it to the state and negotiations between the two parties will begin at that time, approximately the end of October.

Any mutually agreed-upon adjustments to compensation resulting from such negotiations will be applied retroactively to the beginning of the 2026/27 pay schedule.

Under no circumstances will any employee experience a reduction in compensation as a result of the reopener negotiations. All negotiated changes will maintain or improve existing pay levels. Members will still receive their educational level bumps.

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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. Teaching personnel are all regular full-time and regular part-time certified teachers, counselors, librarians, social workers, literacy coaches, diagnosticians (speech and language pathologists, psychologists), and student success advocates. The following specific personnel are excluded from the contract:
    1. Superintendent of Schools
    2. Building Principals
    3. Director of Special Education
    4. Any Employee Not Under Contract as a Teacher
    5. Substitute Teachers

B. The Board agrees that it will not negotiate with any other teacher organization for the duration of this agreement, but nothing contained herein shall prevent individual grievance adjustments without intervention of the association, provided the adjustment is not inconsistent with this agreement.

C. For purposes of simplification, the term “he” shall reflect both male and female employees.

MANAGEMENT RIGHTS

A. 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.
    7. Nothing in this contract shall in any way prevent or limit the Board from entering into and/or participating in cooperative educational programs with any entity that provides expanded opportunities for students, such as: Dual Enrollment, Tec, BWMC, CTMC, MI Virtual and the Board Approved Credit Recovery Platform.

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.)
D. 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. This includes the returning of District funded HSA distributions language proration amounts as described in Schedule B #1, Health Insurance.

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.

G. 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 judgment 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.
H. The parties agree that the rights conferred by this section cease when the teacher's employment with this district ceases.
I. 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, MLK Day, Good Friday, 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. Hotels 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 ensuring 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:

	Optimum	**Maximum**
Young Fives	16	18
K-2	27	29
3-5	29	32
6-12	32	33
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 affected classroom teacher. Speech therapists shall be paid $33 per student per trimester for each student in excess of the MARS max, on their caseload after the fall count day.

Excepted from this regulation are instructors of Vocal Music, Instrumental Music, and Physical Education. Excepted with a qualifier from this regulation are Visual Arts Teachers; Visual Arts Teachers may exceed course maximums by an additional 2 students (per the grade-level band) without approval from the affected classroom teacher. Teachers of Visual Performing Arts, Music, Band, Physical Education courses will determine overages by multiplying the number of classes taught by the optimum number of students to determine overage pay. Any number exceeding that optimum total number will determine overage pay for the VPA, Music, Band, Physical Education teacher of record.

B. In an effort to increase class offerings, teachers will be offered the opportunity to teach during their preparation period each year. The Board of Education will request any teacher interested in teaching during their preparation period, for the upcoming year, submit a letter of interest to the building administrator by April 1st. Teachers who are approved will be compensated 1/6th of a teacher's contractual corresponding step salary amount for the additional instructional hour. This sum will be paid in the same manner elected by the employee, either via 21, or 26 pays. Teachers submitting a letter of interest are not guaranteed an additional instructional hour; administration reserves the right to approve, or deny requests based on the instructional needs of the district. A one-year commitment is required. No Teacher layoffs will occur as a result of this article.

C. The work day for the bargaining unit shall not exceed **7**.25 hours, with teachers being on duty 10 minutes before the instructional day begins and 5 minutes after the instructional day ends, for a work day not to exceed 7 hours and 15 minutes; with before and after times being adjusted so that the work day is reflective of that.

Elementary 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., on their prep, will be compensated in 1/2 hour increments at the rate of current substitute wage per hour. It is the responsibility of the teacher to record the additional work time with the office to be approved by building administration. See Schedule C – Special Assignments on page 28 for payment options.

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

40 minutes of uninterrupted, duty free lunch, daily.

JR/SR 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., on their prep, will be compensated in 1/2 hour increments at the rate of current substitute wage per hour. It is the responsibility of the teacher to record the additional work time with the office to be approved by building administration.

5 minutes of "passing" time between classes

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

D. 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 "appropriately certified teacher" requirements of Every Student Succeeds Act (ESSA), and other applicable state and federal laws. To expand competence areas of teachers, The Board of Education will allow teachers to submit a letter of interest to their building administrator, expressing one's interest in adding an additional teaching endorsement area to their teaching certificate. District administration will have full discretion to approve or deny additional endorsement area requests based on scheduling needs and the needs of the district, with collaboration with union leadership. District administration will notify teachers who are approved and will pay for all costs associated with adding a certification area. The program to be utilized to acquire the additional certification area will also be at district administration's discretion. Upon successful completion of the additional endorsement area being added to a teacher's certificate, the district will compensate said employee a stipend of $5,000.00, payable over 2 school years; with the first payment being in the first June immediately following the submitted documentation of the added endorsement, and the second payment being one school year later, the following June. (Prior tuition reimbursement agreements made prior to 7-1-24 shall be excluded from this language.)

E. 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 postmark. 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.

F. 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.

G. Parking facilities shall be maintained for employee use.

H. 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.

I. Teacher's who are involuntarily required by the district to move classroom locations will receive either one of the following two options:

1. One (1) comp day for having to pack up their classroom.
2. Two (2) comp days and a $500 stipend for packing up their classroom and having to move all their items and furniture to the new location.

The district will determine the appropriate option based on the availability of custodial help.

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. When a vacancy becomes available between the last student day and July 31st, vacancies will be posted for 10 calendar days prior to interviewing candidates. Vacancies may be posted consistent with Criminal Background Check Requirement and Equal Opportunity / Non-discrimination Policies. The Superintendent or designee determines when a vacancy exists. Generally, a vacancy is an unassigned, open position or a newly created position which the District intends to permanently fill. Vacancies may be filled by a certified and qualified internal or external candidate, with qualified internal applicants being given preference. Internal candidates shall apply for any vacancy in the manner directed by the vacancy posting. Interviews will be conducted and vacancies will be filled in accordance with Revised School Code 1249, staffing the curriculum with the most qualified teachers to instruct the applicable courses, grades, and school schedule. Filling vacancies will be guided by the following criteria:

1. Retaining and selecting the most effective teacher who is certified or otherwise approved and authorized to teach the vacant position, using Revised School Code 1249 effectiveness criteria (state and district approved evaluation tool and mutually agreed upon student growth data);
2. Appropriately certified to teach the vacant position;
3. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
4. Other relevant special training, other than and beyond district provided professional development;
5. Previous disciplinary record, if any;
6. Length of service at a grade level, or subject area;
7. Recent relevant and/or comparable teaching assignments;
8. Professional responsibilities as outlined in the district's evaluation tool;
9. Attendance and Punctuality (to include review of the most recent 3 year history, including looking for patterns of attendance/punctuality unrelated to FMLA leaves);
10. All criteria being equal between two candidates, overall length of service to Memphis Community Schools as a certified teacher shall be the tiebreaker

Placement unrelated to reduction in force or recall:

The district will consider teacher preferences regarding placement. Placement decisions will remain consistent with Revised School Code Section 1248, teacher placement decisions shall be based on the following clear and transparent factors:

1. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades, and school schedule;
2. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations;
3. Teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249;

4. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), and department(s);
5. In addition, teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office;
6. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
7. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
8. Previous disciplinary record, if any;
9. Length of service at a grade level, or subject area;
10. Recent relevant and/or comparable teaching assignments;
11. Professional responsibilities as outlined in the district's evaluation tool;
12. Attendance and Punctuality (to include review of the most recent 3 year history, including looking for patterns of attendance/punctuality unrelated to FMLA leaves);
13. All criteria being equal between two candidates, overall length of service to Memphis Community Schools as a certified teacher shall be the tiebreaker

B. 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:

1. 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 seniored person in a position for which the returning employee is qualified. If no less seniored unit members hold positions for which the returning employee is qualified, then the returning employee must wait for an available position.
2. 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.

C. Seniority shall only be granted for time in the bargaining unit, and not for non-bargaining unit time.

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 prorated based on their contractual percentage. (See Schedule B – Insurance)

12. Seniority and steps and salary, will be prorated 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.

1. 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.
2. After five (5) consecutive days or if a pattern of absences is determined, medical documentation must be provided if requested.
3. 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.
4. 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.
5. 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. No employee shall be permitted to refuse subbing on his/her prep anytime a teacher of record in his/her building is out on consecutive personal day leave longer than 3 days.
6. 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 requests 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 XVII.
3. For each year of this agreement, the Association will be credited with twenty (20) days to be used by teachers who are officers or agents of the Association, to conduct union business, 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 a 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 father, mother, mother-in-law, father-in-law, spouse, sister, brother, sister-in-law, brother-in-law, child, son-in-law, daughter-in-law, grandparents, grandchildren, step relations, and individuals for whom you have legal guardianship.)
2. 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. These five (5) days may be used intermittently with approval from Superintendent.
3. 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.
4. 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.

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 in which they are certified and qualified for immediately. The Board of Education will seek temporary staff replacements, when feasible, to cover such leaves of absence.

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, except to obtain other employment. The regular salary increment occurring during such period shall not be allowed. The Board will seek temporary staff replacements, when feasible, to cover pre-arranged leaves of absence.

C. 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, except to obtain other employment. The

regular salary increment occurring during such period shall not be allowed. The Board will seek temporary staff replacements, when feasible, to cover pre-arranged leaves of absence.

D. 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 the next semester.
E. 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.
F. 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.
G. Teachers who are elected into public office positions shall be granted a leave not to exceed the documented term of the office.
H. 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.
I. An employee who is on leave for a reason covered in Section A or B of Article VIII, must notify administration of his/her intention to return to work at least thirty (30) days prior to the termination of a leave of absence, which may only commence at the beginning of a semester or trimester. If a temporary replacement has assumed the role of the teacher on leave, this temporary replacement will be given notice of the employee's intent to return to work at this time.
J. Upon return, the employee will be returned to the same unit position they left, if available, or to a substantially equivalent position which they are qualified and certified for. If there are no such available positions, the Reduction in Staff Process, Staff Reductions/Recalls will be followed. Changes in staffing due to this reduction in staff will take place at the beginning of the semester or trimester.

Article IX
Seniority

A. No later than thirty (30) days following the ratification of this agreement, and by every September 30 thereafter, the employer shall maintain a seniority list.
B. The seniority list shall be emailed to the Union President by October 1 of each school year. The Union President shall distribute to bargaining unit members. Challenges or revision requests must be filed to the Union President by November 1 of that same year; Otherwise, the seniority list will be considered final for that school year.
C. Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's hire date. All bargaining unit employees shall be ranked on the list in the order, based on hire date. In the circumstance of more than one individual having the same hire date, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit employees so affected will be notified in writing of the date, place, and time of the drawing, by The Association. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit employees and Association Representatives to be in attendance. The Association shall inform the employer of drawing results within 48 hours of the drawing so that the seniority list can be properly maintained.
D. All seniority is lost when employment is severed by resignation, retirement, discharge, or transfer to a non-bargaining unit position for more than one (1) year; However, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen) if severance of employment is due to layoff.
E. Seniority shall continue to accumulate when bargaining unit employees are on approved unpaid leaves of absence of one (1) year or less, or for the full duration of a leave of absence due to Military Duty leave.

ARTICLE X
PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physician, or other professional person, the Board will take reasonable steps to relieve the teacher of responsibility with respect to such pupils.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel and shall render all reasonable assistance to the teacher in connection with handling the incident by law enforcement and judicial authorities.

C. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to a person or property. The Board shall render all reasonable assistance to the teacher in his defense, as it relates to Article 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 ensure 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 canceled, 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. Memphis Community Schools will strictly adhere to Revised School Code and Michigan Tenure Laws in regards to discharge, demotion, and discipline. The legal standard for not arbitrary or capricious is as follows: Under the arbitrary or capricious standard, a disciplinary decision must be supported by a preponderance of the evidence and the Disciplinary decisions must be supported by results of a disciplinary investigation and that any resulting disciplinary action must have a rational, reasonable, and appropriate relationship to the teacher's conduct which forms the basis for a disciplinary decision. Disciplinary measures may include, but are not limited to:

   - Memorandum of Counseling - A memorandum of counseling serves as a formal record of a verbal counseling session between a supervisor and an employee. The memorandum outlines the details of the verbal counseling session, and the nature of the discussion. It may

include information about performance issues, behavioral concerns, or other matters that require addressing. Additionally, it often delineates any expectations, goals, or corrective actions agreed upon during the counseling session;

- Mandatory Needs' Based Additional District Provided Training;
- Memorandum of Written Reprimand without Suspension;
- Memorandum of Written Reprimand with Unpaid Suspension; and/or
- Discharge.

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.

L. 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.

M. 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.

N. The employer shall not contract or subcontract any work that is normally performed by the Association that would cause a reduction of a member's regularly scheduled work hours. The employer retains the right to contract or subcontract work which cannot be performed during the regular work schedule or for which equipment and/or material is unavailable to attain the desired quality, provided no teacher layoffs will occur as a result of this article.

ARTICLE XI
REDUCTION AND RECALL of TEACHERS

A. Reduction and Recall of teachers will be guided by retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s).Reduction in force and recall decisions will be made based on teacher effectiveness criteria established in Revised School Code Section 1249. In addition to effectiveness and certification qualification criteria, reduction and recall of teachers will consider the following to determine reduction and recall of teachers:

1. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
2. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
3. Previous disciplinary record, if any;
4. Length of service at a grade level, or subject area;
5. Recent relevant and/or comparable teaching assignments;
6. Professional responsibilities as outlined in the district's evaluation tool;
7. Attendance and Punctuality (to include review of the most recent 3 year history, including looking for patterns of attendance/punctuality unrelated to FMLA leaves);
8. If the reduction or recall decision involves more than 1 teacher and all other factors distinguishing those teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which the teachers belong

Teacher reductions and recalls are by formal Board action. Before the Board authorizes a teacher reduction, the Superintendent or designee will notify, in writing, the affected teacher and the Union President, of an opportunity to respond, either in person or in writing, to the proposed reduction. Absent state intervention or Corrective Action Planning, teachers being laid off shall receive a 30 day calendar day notice in writing before the effective date of lay off during the summer months and no less than 60 calendar days for layoffs during the school year. A laid off teacher must maintain current contact information

(address, phone, and email address) with the Superintendent's office. Failure to maintain current contact information may negatively impact the teacher's recall. The Superintendent or designee will provide written notice of Board reduction in force or recall decisions to each affected teacher. If 1 or more teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of a teacher(s) for reduction in force will be based on the factors set forth in the bargaining agreement. Teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions will be retained consistent with the factors set forth in this bargaining agreement. When a teaching position is identified for reduction and there exists a concurrently vacant teaching position for which the teacher in the position to be reduced is both certified and qualified, and the teacher has received an overall rating of at least effective on that teacher's most recent year-end performance evaluation, that teacher may be assigned to the vacant position in lieu of a layoff.

Teacher Recall Process:

1. A teacher is eligible for recalled under this policy for 12 months from the date the District implemented the reduction in force, with the understanding that should 12 months expire in June or July, and a position becomes available that matches the eligible teacher's recall ability in August of that same year, said teacher is protected under the District's recall language.
2. Recall the laid-off teacher who is certified and qualified for the vacancy, provided the teacher was rated at least effective or developing. If more than 1 laid-off teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with collective bargaining agreement vacancy language.
3. A laid-off teacher who has been recalled to fill a vacancy will be offered a meeting. If the teacher fails to appear at that meeting, he/she forfeits all rights to recall and continued employment.
4. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled teachers and will establish the time within which a teacher must accept recall to preserve the teacher's employment rights.
5. A laid-off teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.
6. For Non-Teaching Professionals governed by a collective bargaining agreement, the Superintendent will implement the collective bargaining agreement's standards and procedures that pertain to reduction in force or recall when recommending a reduction in force or recall to the Board.

ARTICLE XII
TEACHER OBSERVATION & EVALUATION

A. Observations

The purpose of observations is to provide feedback to teachers so that craft can continue to develop and grow at all points in their teaching career. Observations provide critical insight into teacher and student actions, which ultimately will improve student outcomes. Observations are a key piece of the performance evaluation system and must be included in a teacher's overall yearly evaluation. All of the following apply to these classroom observations:

1. All newly hired teachers must complete a self-paced observation/evaluation tool training, paid for by the district, within 90 days of the employee's board approval as a condition of employment. Newly hired teachers must submit documentation of course completion to the Superintendent or designee upon course completion. Additional training is available to any teacher upon written request submitted to the Superintendent or designee. The district will register new employees

upon the employee's board approval. The responsibility of completing training and/or requesting additional training rests on the employee.

2. A classroom observation must include a review of the teacher's lesson plan and the state curriculum standard being used in the lesson and a review of pupil engagement in the lesson and this item must be discussed during the post observation meeting with the teacher and observer.
3. A classroom observation does not have to be for an entire subject area block, or class period, but will be a minimum of 15 minutes.
4. Unless a teacher has received a rating of effective or highly effective on his or her 2 most recent annual year-end evaluations, there must be at least 2 classroom observations of the teacher each school year. At least 1 observation must be unscheduled.
5. The school administrator responsible for the teacher's performance evaluation shall conduct at least 1 of the observations. Other observations may be conducted by other non-bargaining member observers who are trained in the use of the evaluation tool that is used under subdivision.
6. If someone other than a building principal is an evaluator, staff will be notified by their 1st observation, absent extenuating circumstances.
7. The District recognizes that it is best practice to provide timely feedback to all staff; with 10 school days or less being the optimal time frame. The school district shall ensure that, within 30 days after each observation, the teacher is provided with feedback from the observation.
8. No teacher shall be formally observed during the first two weeks of the school year, on a day before or after a scheduled break, during homecoming week, on student half-days, school-wide parties, or events. If a teacher's regularly scheduled day has been adjusted to cover for a teacher shortage, the teacher shall notify the building principal prior to the observation that his/her preference is to continue with, or reschedule the observation.

B. Evaluations

1. The purpose of performance evaluations is to provide staff with valuable feedback, provide quality assurances relating to educational services and to measure competency. End of Year Evaluations will be conducted with respect and in accordance with Revised School Code, Tenure Laws, Teacher Evaluation Handbook and the MEA Contract. Prior to changes in the Teacher Evaluation Handbook, the Superintendent and Union President will meet to review and discuss.

C. Yearly Evaluation

1. All newly hired teachers will be assigned an on-line Danielson training module that must be completed within 90 days of employment as a condition of their employment, training will be paid for by the District. 2nd year teachers and beyond will receive annual training near the start of the school year, during DPPD. The school district, intermediate school district, or public school academy shall provide training to teachers on the evaluation tool or tools used by the school district, intermediate school district, or public school academy in its performance evaluation system and on how each evaluation tool is used. This training may be provided by a school district, intermediate school district, or public school academy, or by a consortium consisting of 2 or more of these. A school district, intermediate school district, or public school academy shall ensure that training is provided to all evaluators and observers. The training must be provided by an individual who has expertise in the evaluation tool or tools used by the school district, intermediate school district, or public school academy that may include either a consultant on that evaluation tool or framework or an individual who has been trained to train others in the use of the evaluation tool or tools. This subdivision does not prohibit a school district, intermediate school district, public school academy, or consortium consisting of 2 or more of these, from providing the training in the use of the evaluation tool or tools if the trainer has expertise in the evaluation tool or tools.
2. Beginning with the 2024-2025 school year, all teachers, as defined by Revised School Code will receive a yearly evaluation from a state approved, and district approved evaluation tool. The overall evaluation ratings are as follows: Effective, Developing, or Needing Support. Student growth data shall represent 20% of the overall evaluation. The teacher shall, at his/her request, be entitled to have a representative of the Association present at conferences related to the evaluation

process. The President of the Association shall be advised of all teachers whom the District intends to evaluate as developing, or needing support, only when the employee has provided the District written authorization to do so, prior to holding the above conference. With the teacher's approval, the President will designate a representative who will be present when the conference is held with the teacher.

3. A teacher must not be assigned an evaluation rating and must be designated as unevaluated for a school year if any of the following apply to the teacher:
    i. The teacher worked less than 60 days in that school year;
    ii. The teacher's evaluation results were vacated through the grievance procedure described in subdivision (l) of the Revised School Code 380.1249;
    iii. There are extenuating circumstances and the teacher and the school district, intermediate school district, or public school academy agree to designate the teacher as unevaluated because of the extenuating circumstances.
    iv. If a teacher receives an unevaluated designation under subdivision (g) of the Revised School Code 380.1249, the teacher's rating from the school year immediately before that designation must be used for consecutive purposes under this section.
4. As part of the performance evaluation system, and in addition to the requirements of section 1526, a school district, intermediate school district, or public school academy shall assign a mentor or coach to each teacher who is described in subdivision (c) of the Revised School Code 380.1249.
5. The performance evaluation system must provide that, if a teacher is rated as ineffective or needing support on 3 consecutive year-end evaluations, the school district, intermediate school district, or public school academy shall, subject to 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191, dismiss the teacher from the teacher's employment. Subject to 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191, this subdivision does not affect the ability of a school district, intermediate school district, or public school academy to dismiss a teacher from the teacher's employment regardless of whether the teacher is rated as ineffective or needing support on 3 consecutive year-end evaluations.
6. The performance evaluation system must provide that, if a teacher who is not in a probationary period under section 1 of article II of 1937 (Ex Sess) PA 4, MCL 38.81, is rated as highly effective or effective on the 3 most recent consecutive year-end evaluations, the school district, intermediate school district, or public school academy may conduct a year-end evaluation biennially or triennially instead of annually. However, if a teacher who is not in a probationary period under section 1 of article II of 1937 (Ex Sess) PA 4, MCL 38.81, is not rated as effective on 1 of these biennial or triennial year-end evaluations, the teacher must again be provided with year-end evaluations.
7. As used in this subdivision, "teacher" means that term as defined in section 1 of article I of 1937 (Ex Sess) PA 4, MCL 38.71. The performance evaluation system must provide that, for a teacher who is not in a probationary period under section 1 of article II of 1937 (Ex Sess) PA 4, MCL 38.81, and is rated as needing support on a year-end evaluation, the following options must be made available to the teacher:
    i. The teacher may request a review of the evaluation and the rating by the school district superintendent or intermediate superintendent, as applicable. The request for a review must be submitted in writing within 30 calendar days after the teacher is informed of the rating. Upon receipt of the request, the school district superintendent or intermediate superintendent, as applicable, shall review the evaluation and rating and may make any modifications as appropriate based on the school district superintendent's or intermediate superintendent's review. A written response regarding the school district superintendent's or intermediate superintendent's findings must be provided to the teacher who requested the review by not later than 30 calendar days after receipt of the request for a review and before making any modifications under this section.
    ii. If the written response from the school district superintendent's or intermediate superintendent's review does not resolve the matter, the teacher or collective bargaining

representative may request mediation as provided for in 1947 PA 336, 423.201 to 423.217. The request for mediation must be submitted in writing within 30 calendar days after the teacher receives the written response from the school district superintendent or intermediate superintendent. Within 15 days of receipt of the request, the school district superintendent or intermediate superintendent must provide a written response to the teacher or collective bargaining representative stating that the mediation will be scheduled as appropriate.

iii. If a teacher receives 2 consecutive ratings of needing support, the teacher may demand to use the grievance procedure of an applicable collective bargaining agreement or employment contract that concerns the teacher's second evaluation rating and the evaluation process. If a collective bargaining agreement or employment contract does not contain a grievance procedure that ends in binding arbitration, the teacher may request binding arbitration by filing a demand for arbitration with the American Arbitration Association within 30 calendar days after the teacher receives the written response from the school district superintendent or intermediate superintendent. The arbitration is subject to the uniform arbitration act, 2012 PA 371, MCL 691.1681 to 691.1713. The arbitration described in this subparagraph must adhere to both of the following:

a. The arbitrator must be selected through procedures administered by the American Arbitration Association in accordance with its rules.
b. The arbitrator must have the authority to issue any appropriate remedy.

ARTICLE XIII
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 XIV
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 is 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.

E. 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.

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

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

H. 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.

I. 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.

J. 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.

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

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

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

ARTICLE XV
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 current substitute wage (per hour). The administration will work to coordinate faculty meetings and agendas with the Director of Special Education in an effort to mitigate additional meetings.

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

ARTICLE XVI
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 instructions to arrange leave days as needed. 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. The Association shall be duly advised by the Board of proposed and adopted fiscal, budgetary and tax programs affecting the district, if requested.

D. 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.

E. Upon request from the Association, 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.

F. The Board of Education will grant free admittance to each teacher and one guest for athletic events, student plays and student concerts. Teachers may be asked to present badge at the time of admittance.

G. Field trips will be allowed when economically feasible.

H. Teachers are not required to participate in after school, extra-curricular, or school sponsored events outside of the school day, but are encouraged to contribute voluntarily.

I. 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.

J. 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.

K. 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 XVII
SICK LEAVE BANK

A. The Board will cooperate in the operation of an Association sick bank.

B. All Association members of the unit shall participate in the sick leave bank.
   1. 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.

2. If during the school year, the bank becomes depleted, a special assessment shall be made.
3. A member shall not be allowed to withdraw his sick leave days from the sick leave bank.
4. 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.
5. A maximum of thirty (30) sick leave days from the sick leave bank may be used in a school year by an Association member.
6. 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.
7. Any new Association member must contribute three (3) days to the bank. This can be done over a period of three (3) years.
8. Days contributed by members leaving the employment of the district shall remain for the use of the bank.
9. The bank shall be controlled by the Association's Executive Board, which will serve as the Sick Bank Committee.
10. 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.)
11. Association members who are not in good standing, are not eligible for the sick leave bank.
12. 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 XVIII
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.
C. 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.
D. 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 XIX
SITE BASED DECISION-MAKING TEAMS
AND
SCHOOL IMPROVEMENT COMMITTEES

A. 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 relating to School Improvement Committees that operate as an additional duty, shall be voluntary. Each

year, the district shall form a School Improvement Committee. Every attempt will be made to ensure that the committee is composed of at least one MEA member, not more than two MEA members from each building, one administrator from each building, and one district-level administrator. Members of the committee will meet at least four times per year, but not more than once/month to: review and analyze: data, improvement plans, district goals; update state reports; create required or necessary surveys; and create plans in response to new data. Meetings will be scheduled during the school day, but may, on occasion, be extended, based on needs of the district, beyond contractual end-time. (Ie: noon-4:30) Every member of the School Improvement Committee shall be paid a stipend of $200.00/meeting. Any MEA member interested in serving on the School Improvement Committee, shall submit a letter of interest to their building principal, no later than June 30th, for consideration for the following school year. If more than two MEA members submit a letter of interest, the building principal, shall make the determination based on a variety of factors (past experience with school improvement process, special training related to district school improvement initiatives, unique pedagogical practice training, contributions to the profession, growth mindset, reflective abilities, and response to feedback.)

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.
6. Sex Education Advisory Board Committee MEA members who serve on the state mandated sex advisory board committee shall be paid a stipend of $200/meeting. The board appointed committee chair, if a MEA member shall be paid an additional $200 stipend. The committee shall operate in accordance with MI statute and board policy.

ARTICLE XX
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 RESA, 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. Documentation Logs must be maintained by the mentee and submitted to the Building Principal at the conclusion of the school year.

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

A. The salary agreement will expire on June 30, 2026.

B. 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 2026-2027 ~~2024-2025 & 2025-2026~~ school year.

C. 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.

D 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.

E. At the conclusion of this contract, the Bargaining Team and The District will review finances, enrollment, fund-balance, county averages and staffing to determine and negotiate salary.

F. MEA Members who serve in the role of Extended Day Resource Room Teacher shall be paid an additional $5,000 per year. This amount shall be added to their corresponding regular step salary amount, divided equally among 21 or 26 pays that the member elected. To be reviewed annually based on caseload.

G. School Guidance Counselors serving at the JR/SR level shall work up to 5 school days following the last teacher work day, and up to 5 days before the first teacher work day, determined by administration as based on scheduling needs of the district. School Guidance Counselors will be allotted the corresponding number of additional days worked before and after the first teacher work day to be taken off during the school year.

H. Longevity will be paid to teachers on the second pay in June. The following longevity scale will be recognized accordingly:

8-13 Years = 1.0% of Salary
14-19 Years = 1.5% of Salary
20-24 Years = 2.0% of Salary
25+ Years = 2.5% of Salary

I. Teacher Salary Schedule –

BA 2026-2027			
STEP	COUNTY AVERAGE as of 6-30-24	MEMPHIS SCALE	TOTAL INCLUDING DISTRICT FUNDED HSA CONTRIBUTION (employee elected plan of either: 1,600 / 3,200 / 2,000 / 4,000)
1	40,794.35	**41,294.35**	**42,894.35 / 44,494.35 / 43,294.35 / 45,294.35**
2	42,945.92	**43,445.92**	**45,045.92 / 46,645.92 / 45,445.92 / 47,445.92**
3	45,520.85	**46,020.85**	**47, 620.85 / 49,220.85 / 48,020.85 / 50,020.85**
4	48,239.88	**48,739.88**	**50,339.88 / 51,939.88 / 50,739.88 / 52,739.88**
5	51,015.48	**51,515.48**	**53,115.48 / 54,715.48 / 53,515.48 / 55,515.48**
6	53,891.54	**54,391.54**	**55,991.54 / 57,591.54 / 56,391.54 / 58,391.54**
7	56,805.66	**57,305.66**	**58,905.66 / 60,505.66 / 59,305.66 / 61,305.66**
8	59,775.28	**60,275.28**	**61,875.28 / 63,475.28 / 62,275.28 / 64,275.28**
9	62,869.73	**63,369.73**	**64,969.73 / 66,569.73 / 65,369.73 / 67,369.73**
10	66,458.20	**66,958.20**	**68,558.20 /70,158.20 / 68,958.20 / 70,958.20**
11	71,448.36	**71,948.36**	**73,548.36 / 75,148.36 / 73,948.36 / 75,948.36**

BA + 20
2026-2027
ADD $1,000 TO EACH STEP ON THE BA SCALE

MA 2026-2027			
STEP	COUNTY AVERAGE as of 6-30-24	MEMPHIS SCALE	TOTAL INCLUDING DISTRICT FUNDED HSA CONTRIBUTION (employee elected plan of either: 1,600 / 3,200 / 2,000 / 4,000)
1	44,551.80	**45,051.80**	**46,651.80 / 48,251.80 / 47,051.80 / 49,051.80**
2	46,880.38	**47,380.38**	**48,980.38 / 50,580.38 / 49,380.38 / 51,380.38**
3	49,658.83	**50,158.83**	**51,758.83 / 53,358.83 / 52,158.83 / 54,158.83**
4	52,556.08	**53,056.08**	**54,656.08 / 56,256.08 / 55,056.08 / 57,056.08**
5	55,554.97	**56,054.97**	**57,654.97 / 59,254.97 / 58,054.97 / 60,054.97**
6	58,633.78	**59,133.78**	**60,733.78 / 62,333.78 / 61,133.78 / 63,133.78**
7	61,787.89	**62,287.89**	**63,887.89 / 65,487.89 / 64,287.89 / 66,287.89**
8	64,978.57	**65,478.57**	**67,078.57 / 68,678.57 / 67,478.57 / 69,478.57**
9	68,218.09	**68,718.09**	**70,318.09 / 71,918.09 / 70,718.09 / 72,718.09**
10	72,104.19	**72,604.19**	**74,204.19 / 74,804.19 / 74,604.19 / 76,604.19**
11	77,931.81	**78,431.81**	**80,031.81 / 81,631.81 / 80,431.81 / 82,431.81**

2ND MA
2026-2027
ADD $1,000 TO EACH STEP ON THE MA SCALE

SCHEDULE B – INSURANCE

A. 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.

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.

2. The district will fund the deductible for HSA plans, with a one-time disbursement in January. Employees who start or resign without serving an entire school year will have their district funded deductible disbursement pro-rated based on service length of the school year in comparison to the HSA deposit. When an employee severs employment in the district, for any reason prior to the last student day, the unused pro-rated portion will be paid back to the district using the employee's sick-day bank accrual prior to employee payout. If the employee's sick-day bank does not cover the portion owed back to the district, the corresponding amount owed back to the district will be deducted from the employee's remaining wages. (Example A: An employee who leaves the district on January 15th, would be pro-rated for 15/365 days, or 4.11% of the deductible disbursement, and owe the district 95.89% of the deductible that was frontloaded during the first pay of January. Example B: An employee who is hired December 1st would receive a deductible disbursement of 31/365 days, or 8.49% of the deductible.)

   Any employee who submits an irrevocable resignation or retirement letter on or before 3pm on March 30th with an effective employment termination date of a range between the last teacher work day of the school year and August 1st shall be able to consider the prorated amount owed back to the District as an "Early Notification Bonus."

3. 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. Employees opting out of district provided health care will have the choice of electing to either receive the bargained cash in lieu stipend amount as dictated by the current contract, OR employees may opt to forgo the traditional CIL payment and receive District funded payments to Adventures Daycare, the childcare facility housed in-district. The district will only pay for invoiced hours during regularly scheduled teacher work days, and will not include payment for invoiced hours outside of the teacher contract. This shall be prorated based on contractual percentage.

Number Electing	Opt Out Amount Employee Payout	Opt Out Amount Adventures Daycare Payments
1- 6	$2000	3,000
7 or more	$4000	6,000

B. Subject to approval by the Carrier, the Board shall continue to pay for health, dental, vision and term life insurance premiums for teachers retiring, resigning, going on leave or layoff as follows:

1. If the teacher leaves during the school year, premiums will be paid through the last day of employment.
2. If the teacher resigns or is laid off at the end of the school year, (June 30th), premiums will be paid through August, or until they are covered by another plan, whichever is earlier.

3. If a teacher retires effective July 1 or August 1, at the time they are eligible for MPSERS (ORS) insurance.

C. 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. Exercising of this privilege is the responsibility of the employee. This shall not be prorated based on contractual language.

D. 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 prorated 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 prorated based on contractual language.

E. Vision Insurance – The Board shall provide vision coverage equivalent to the MESSA Vision Preferred full family plan. This shall be prorated 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 prorated based on contractual language

F. Long Term Disability (LTD) – Long Term Disability (LTD) - Effective January 1, 1992, the Board shall provide a LTD policy consisting of 66 2/3% of salary [maximums set in accordance with top step of the salary schedules] 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 prorated based on contractual language.

G. 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.

H. 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.

I. 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), or 457(b) plan adopted by the District**.** plan adopted by the District.

J. 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

A. 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, with Superintendent approval prior to Schedule C assignment steps being awarded .

1. Teachers in a substitute role shall be paid **$**35.00 per period/class for which they substitute, or teachers may choose to bank their "substitute" time and use 6 full preps/periods worked to earn 1 prep bonus day in the current school year. The prep bonus day may not be attached to a school holiday or break. The prep bonus day will be available upon compiling 6 full prep/periods. If a teacher isn't able to acquire 6 full prep/periods prior to the end of the school year, the teacher will be paid for any balance they've accrued. Teachers are responsible for accurately recording their prep hours worked on the correct document. After the pay period has closed, corrections cannot be made.
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)
3. Extra-curricular (non-coaching) assignments will include a mutually agreed upon set of criteria to be established with building administrator and employee each year of assignment. It is explicitly understood that extra-curricular (non-coaching) assignments filled by a non-bargaining unit member are not under any type of employment contract with the district and are therefore considered to be an at-will employee in which the employer can terminate the employment relationship at any time, with or without cause.

4. Extra-curricular (coaching) assignments are entered into with the mutual understanding each assignment is for one (1) season, in which an end-of-season performance evaluation will ensue. It is also explicitly understood that extra-curricular (coaching) assignments filled by a non-bargaining unit member are not under any type of employment contract with the district and are therefore considered to be an at-will employee in which the employer can terminate the employment relationship at any time, with or without cause.
5. If the elementary or jr/sr art teacher holds an art show(s), the teacher may sign in for prep time equivalent to the amount of time spent outside of school hours for set up, take down, and the art show time. This includes any art shows at Memphis or elsewhere (i.e. SC4 art show).
6. Kindergarten teachers, special teachers, and any other teachers who are asked to attend Kindergarten Orientation/Roundup will be able to sign in for prep time equivalent to the amount of time spent at orientation/round up outside of school hours.
7. Any teacher who attends 6th grade camp in the evening, will be able to sign in for prep time equivalent to the amount of time spent at camp outside of school hours.
8. Any JH teachers, counselors, or social workers who are asked to attend 7th grade orientation will be able to sign in for prep time equivalent to the amount of time spent at orientation outside of school hours.

SPONSORS

High School Yearbook	$2000
Student Council Jr High	$1300
Student Council High School	$1500
Student Council Elem.	$1100
Debate	$1237
Mock Trial	$1500
Jr High School Dramatics (per play)	$1500
High School Dramatics (per play)	$1500
Elementary Dramatics	$1500
Band Director	$ 3491
Chorus Director	$ 2800
Elementary Music Director	$ 900
*A3 Teacher Stipend	$1000
*Peer to Peer – High School	$1000

CLASS SPONSORS

12	$2400
11	$2400
10	$1500
9	$1500
H.S. Honor Society	$1000
J.H. Honor Society	$1000
Science Olympiad	$ 827
SADD Director	$ 702
Quiz Bowl	$1000
Prodigy	$500
Chess Club	$827
Safety Patrol	$750

*High School Yearbook (If taught as a class, the stipend will be $500 for the extra responsibility instead of the Schedule C Allotment)
*A3 Teachers (If taught as a class, no stipend will be given.)
*Peer to Peer (If taught as a class, no stipend will be given.)

MENTOR TEACHERS

Mentor Teacher Stipend	$ 850

*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.

SCHEDULE C – NOTES:

A. Administration shall determine the 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.
B. Schedule C assignments shall be filled from Memphis staff, whenever possible, provided the employee is qualified as determined by administration.
C. 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.
D. 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.
E. The chorus director needs to plan and implement a minimum of four (4), and preferably more, after school music activities during the year.
F. The Elementary Music Director needs to plan and implement a minimum of one (1), and preferably more, after school music activities during the year.
G. 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.
H. The Elementary Drama salary is based on season, not on the number of individual plays.

Schedule C

TIER I
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

TIER II
Varsity Track, Baseball, Softball, Wrestling, Volleyball, Soccer, Cross Country, and Cheer

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

TIER III
1st Assistant Varsity Football,
JV Football, JV Basketball,
Assistant Varsity Wrestling, JV Wrestling

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 Varsity Basketball,
Baseball, Softball, Soccer, Track,
Volleyball, JV Baseball, JV Softball,
JV Volleyball and JV Cheer

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

Schedule C

TIER V
2nd Asst. Varsity Football, Freshman Football, Golf, Tennis, Assistant Bowling, JV Football

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

TIER VI
ESPORTS Head Coach, Freshman Volleyball, Freshman Cheer

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

TIER VII
7th & 8th Football

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

VIII
JH Softball, JH Baseball, JH Football Assistant, JH Basketball JH Cheerleading, JH Cross Country, JH Track, JH Wrestling, JH Volleyball,

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

ADDENDUM
Memphis Community Schools
34110 Bordman Rd.
Memphis, MI 48041

GRIEVANCE PROCEDURE

The grievance procedure, as designated in the Master Contract, is planned to protect both parties of the Master Contract from abuses of the other. The party having a grievance will proceed in the following manner.

1. Teachers will report any grievance to their building representative. The representative and the teacher will first meet with the person toward who the grievance is directed in an attempt to settle the matter directly.
2. If the Board wishes to process a grievance, the person involved will work with the building representative and they in turn, with the person toward whom the grievance is directed.
3. This procedure is suggested because it is our belief that most problems arise from misinformation or lack of communication.

MEMPHIS COMMUNITY SCHOOLS **GRIEVANCE** **# _____**

Date Alleged Violation Occurred: _____

Date of LEVEL 1 Meeting: _____
(Filed within 30 days of incident or discovery)

Name of Grievant: _____

Building/Assignment: _____

Article(s) Violated: _____

Grievance (please explain in detail): _____

_____

_____

_____

Suggestions for Correction:_____

_____

_____

_____

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 on the teacher's record file.

GRIEVANCE REPORT FORM

Memphis Community Schools

LEVEL 2

(Must be filed within 5 days of the receipt of response to Level 1 Meeting)

1. Statement of Grievance _____

_____

_____

2. Section or Subsection of Contract or Board Policy Alleged to Have Been Violated

_____

3. Relief Sought _____

_____

_____

_____

Signature of Grievant Date

_____

Signature of Grievance Chair Date
or Association President

Disposition by Supervisor: _____

_____

_____

Signature of Supervisor Date

Position of Grievant and/or Association _____

_____

_____

Date

LEVEL 3

(Must be filed within 5 days of the receipt of response to Level 2 meeting)

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

_____

Signature Date

C. Position of Grievant and/or Association _____

_____

_____

Signature Date

LEVEL 4

(Must be filed within 5 days of the receipt of response to Level 3 meeting)

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

_____

_____

_____

Signature Date

C. Position of Grievant and/or Association _____

_____

_____

Signature Date

LEVEL 5

(Must be filed within 10 days of the receipt of response to Level 4 meeting)

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

_____

_____

_____

Signature Date

Action:

Building Committee _____

Association _____

Principal _____

Superintendent _____

Board of Education _____

Further Action _____

Final Settlement:

_____

_____

_____

_____

_____

SIGNATURE PAGE

BOARD OF EDUCATION

_____

Board President

_____

Date

_____

Vice President

_____

Secretary

_____

Treasurer

_____

Superintendent

_____

Date

MEMPHIS EDUCATION ASSOC.

_____

Association President

_____

Date

_____

John Creasey, Uniserv Director

_____

Date

_____

Date