



# **AGREEMENT**

**BETWEEN THE  
MONROE COUNTY INTERMEDIATE  
SCHOOL DISTRICT BOARD OF  
EDUCATION**

**AND THE  
EDUCATIONAL ASSOCIATION OF  
THE MONROE COUNTY  
INTERMEDIATE SCHOOL DISTRICT**

**2024-2025 and 2025-2026 and 2026-2027**



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## **AGREEMENT**

### ***Between the Board of Education of the Monroe County Intermediate School District and the Monroe County Intermediate Education Association***

This Agreement, entered into this 20<sup>th</sup> day of August 2024 by and between the Board of Education of the Monroe County Intermediate School District, hereinafter called the "Board", and the Monroe County Intermediate Education Association, hereinafter referred to as the "Education Association".

<b>ARTICLE I</b>
------------------

### **PREAMBLE**

WHEREAS, the Board and the Education Association recognize and declare that providing a quality education for the children of the Monroe County Intermediate School District is a mutual aim, and

WHEREAS, the parties of this Agreement agree that it is the responsibility of the Board of Education to make policies necessary to maintain adequate and uninterrupted services to the public and children of the Monroe County Intermediate School District, and

WHEREAS, the parties recognize that it is mutually beneficial to seek the advice of the appropriate professional staff in the formulation of such policies and programs designed to improve education standards, and

WHEREAS, the Board and Education Association have a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

THEREFORE BE IT RESOLVED in consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE II

### RECOGNITION

- A. The Board recognizes the Monroe County Intermediate Chapter of the Michigan Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for the teachers, as defined by the Tenure Act and the support staff in the following areas of education services:
1. Teacher of students with cognitive impairment (mild, moderate and severe)
  2. Early childhood special education teacher
  3. Teacher of students with emotional impairment
  4. Teacher of students with learning disabilities
  5. Teacher of students with physical and/or other health impairments
  6. Teacher of students with autism
  7. Transition Center Teacher
  8. Teacher of Students Requiring Adapted Physical Education
  9. Local-Based Special Education Teacher
  10. Teacher/Consultant - Visually Impaired
  11. Teacher/Consultant - Emotionally Impaired
  12. Teacher/Consultant Physically or Otherwise Health Impaired
  13. Teacher Consultant – Autism Spectrum Disorder
  14. Teacher Consultant – Cognitive Impairment
  15. Teacher Consultant – Learning Disability
  16. Teacher/Consultant - Hearing Impaired
  17. Teacher/Consultant - Early Childhood Special Education
  18. Curriculum Resource Consultant
  19. Orientation and Mobility Specialist
  20. Transition Facilitator
  21. Physical Therapist
  22. Occupational Therapist
  23. Music Therapist
  24. Speech Pathologist
  25. School Psychologist
  26. Social Worker
  27. School Health Coordinator
  28. Student Assistance Program Facilitator
  29. Behavior Coach
  30. Monroe County Middle College Teacher
  31. Educational Consultant
  32. Counselor
  32. School Nurse
  33. Early Literacy Coach
  34. Mental Health Consultant
  35. Augmentative and Alternative Communication (AAC)/Assistive Technology (AT) Consultant
  36. Adventure Program Facilitator
  37. Early On Coordinator
  38. Literacy Facilitator
  39. Math Coach
  40. Science/Technology Coach

There shall be a periodic review, as the case arises, to determine that all appropriate professional personnel are included as part of this Recognition clause. Additional positions may be included in the Education Association's bargaining unit at the Board of Education's discretion, but no position will be deleted during the duration of the contract unless mutually agreed upon. Professional personnel

employed on a contracted per diem, substitute or administrative or supervisory basis are not eligible for coverage under this Master Agreement.

- B. Homebound services will be offered to the student's teacher of record/caseload provider. If the employee declines, then the opportunity to provide the service will be offered to another qualified association member. If an association member is not able to fill the position, then a sub will be used to provide the service. Compensation for the association member will be \$40.00 per hour.
- C. The Board agrees not to negotiate with any teacher or teacher's organization other than the Monroe County Intermediate Chapter of the Michigan Education Association for the duration of this Agreement.
- D. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Education Association, if the adjustment is not inconsistent with the terms of this Agreement.
- E. The parties involved recognize the right of each party to appropriately invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, whenever it is necessary and appropriate.
- F. Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under the Revised School Code or Teacher Tenure Act. The rights granted to employees under the Master Contract shall be deemed to be in addition to those provided elsewhere.
- G. Copies of this Agreement shall be available on the Monroe County ISD website on the Human Resources webpage. <http://www.monroeisd.us/departments/hr/bargainingagreements/> The cost of reproducing this agreement will be jointly shared by the Board and Education Association with agreement on how the contract will be reproduced. Additional copies of the Agreement may also be provided to the Education Association for its use.
- H. The term "employee" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit, and the term "support staff" when used hereinafter in the Agreement shall refer to and pertain only to those employees not considered a teacher under the Michigan Teacher Tenure Act. Reference to male employees shall include female employees and vice versa.

## ARTICLE III

### RIGHTS OF THE BOARD OF EDUCATION

- A. The Board on its own behalf and on behalf of the electors of the school 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 constitutions 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 Monroe County Intermediate School District and the Monroe County Education Programs and Personnel, including the properties and facilities of the District, and the activities of its employees during the school day or while discharging professional responsibilities arising from employment with the Board.
  - 2. To hire all employees and subject to provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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 Michigan and of the United States.

## **ARTICLE IV**

### **RIGHTS OF THE EDUCATION ASSOCIATION AND ITS MEMBERS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every eligible employee employed by the Board shall have the right freely to organize, join and support the Education Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. The Board also recognizes that the members of the Education Association are entitled to the benefits and protection provided under Public Act 336 of 1947 as amended.
- B. As a duly elected body exercising governmental power under color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by laws of the State of Michigan or Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Education Association, his participation in any activities of the Education Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. For those matters for which there is another administrative procedure or another forum, a employee must choose either the grievance process or the prescribed procedure or forum.
- C. The Board and Education Association recognize that it is beneficial and appropriate to seek the opinion and advice of the employees in those matters which directly affect their profession.
- D. The Board of Education agrees to make available to the Education Association any information concerning the financial resources of the district as presented in the annual financial audit.
- E. The Board recognizes their responsibility to give support and assistance to employees when engaged in activities necessary to the effective operation of the educational system.
- F. The Education Association shall have the right to post notices of activities and matters of Education Association concern on designated bulletin boards. There shall be allowed at least one such bulletin board in each building owned and/or operated by the Board. The Education Association may also use employee mailboxes for written communication(s) to its members as long as no additional cost accrues to the Board for such communication.
- G. The rights granted herein to the Education Association shall not be granted or extended to any competing educational organization. However, the Education Association must continue to be designated by a majority of its membership as the legal bargaining representative.
- H. The Education Association will receive a copy of the Board of Education agenda and previous Board of Education minutes of each regularly scheduled meeting, as well as notification of special called Board meetings.
- I. The Education Association shall be granted access to District owned reproducing equipment, video equipment and designated computer equipment with appropriate clearance.
- J. The Education Association and its members shall have the privilege to use school building facilities at all reasonable hours for meetings relative to the Education Association. All such



meetings in the Monroe County Educational Center and the Special Education Service Center shall be cleared in advance with the appropriate building administrator and with the Superintendent or his designate when the Administration Building is to be used.

- K. The provisions of the Agreement as to wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. For those matters for which there is another administrative procedure or another forum, an employee must choose either the grievance procedure or the prescribed procedure or forum.
- L. All Board policies pertaining to the services provided to students or staff by this school district shall be posted on the District's website.
- M. The Education Association will be provided reasonable file cabinet space to house materials necessary for the functioning of the Education Association.
- N. After making proper arrangements with his/her immediate Supervisor, an employee, upon request of a representative of the Board, shall be released from his/her regular duties to participate in a grievance hearing or other contract related activity.
- O. Officers or the Grievance Chairperson who do not have direct classroom responsibilities, upon making appropriate arrangements with his/her Supervisor, may use up to an accumulative total of one (1) hour per week for the purpose of investigating grievances and to attend grievance meetings.

## **ARTICLE V**

### **PAYROLL DEDUCTIONS**

- A. Upon full, free, and written consent written authorization, a staff member may elect to pay Association membership dues and/or fees established by the Association pursuant to payroll deduction(s). The employee's authorization is voluntary and not a condition of employment. The authorization form for payroll deduction shall be signed by the employee requesting the payroll deduction and set forth the amount to be deducted each pay period.
- B. The employee may revoke payroll dues deduction at any time by submitting a written request to cease payroll dues deduction to the District's payroll department.
- C. The Board agrees to remit authorized employee payroll dues deductions to the Association and/or its designate, accompanied by a list of staff members for whom such deductions have been made on or by the last day of each month for that month's deductions.
- D. Upon written authorization from the staff member, the Board shall deduct from the salary of any staff member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Education Association and Board.
- E. The Education Association will protect and hold harmless the Board, its members, employees, agents, and assigns from any or all claims, demands, suits, costs, and other forms of liability, including attorney's fees and unemployment compensation, by reason of action taken or not taken by the Board, its members, employees, agents, and assigns for the purpose of complying with the above-mentioned sections of this Article. Should this indemnification provision be declared unenforceable or void by a court of competent jurisdiction or should the Association or its agent challenge the validity or enforceability of this indemnification provision, the Board shall not be required to make deduction of any representation service fees or otherwise enforce the representation service fee provisions of this Article.

## ARTICLE VI

### PROFESSIONAL COMPENSATION

- A. The salaries and fringe benefits of members covered by this Agreement are set forth in Schedules "A" and "B" which are attached to and incorporated in this Agreement. All language, salary and fringe benefits covered within this Agreement shall remain unchanged during the term of this Agreement, unless it is mutually agreed to reopen negotiations for the purpose of adding, amending or deleting due to extenuating circumstances, and the changes are ratified by both parties.
- B. The salary schedule for all full-time employees is based upon a normal contract year as defined in Sections F, G, H, I & J of this Article. Part-time employees are those employees who are employed less than thirty-five (35) hours per week and shall be paid in proportion to the time worked on the same salary schedule as full-time employees with other compensation benefits to be granted in proportion to the time worked except that no benefits will be granted for persons employed less than one-fourth (1/4) of the work schedule. Other compensation benefits are to be defined as health life, medical, dental, and/or other available Board paid insurance. A regularly scheduled part-time employee employed at least one-fourth (1/4) of the normal work schedule shall receive the following Board paid benefits in proportion to their normal scheduled work days: Holidays, Illness/Injury Leave, Personal Business/Emergency Leave, and Funeral Leaves.
- C. The Board shall promote a uniform policy of attendance of employees at conferences and in-service programs. Attendance to any out-of-state conference or in-service training session requires prior approval of the Board. Requests to attend conferences, workshops and in-service sessions out of the County, but within the State, requires the prior approval of the employee's immediate Supervisor, the Division Head, and the Superintendent. When such approval is granted it will be with the following understanding:
1. Employees will access the conference form and procedures on the District's website: <https://www.monroeisd.us/stafflogin/staffforms/>
  2. All available moneys in the conference budget will be distributed on an ongoing basis and on an equitable basis to those employees who have attended an approved conference during the year and have properly submitted the appropriate expense form.
  3. Any money reimbursed will not exceed the reasonable expenses incurred in attending the conference.
  4. Any employee who is an active member of a job related "professional organization" and desires to serve the "organization" in an official voluntary capacity which requires release time from work, must secure the approval of his/her Division Head prior to accepting such commitment.
  5. Employees may use Business/Emergency Days for the purpose of attending job-related conferences, workshops, and/or in-service session provided the necessary information is provided to the immediate supervisor at least seventy-two (72) hours in advance of the conference or in-service and, if appropriate, a substitute is secured. The granting of the use of necessary business days does not obligate the Board to reimburse expenses incurred during or from such activity.

- 6. In the event that an employee is required by the Board to attend a conference, workshop or in-service session, all expenses incurred by the employee in fulfilling the requirement will be reimbursed by the Board.
- 7. In the event that the Board receives categorical moneys in the form of a grant or special funding, which can only be used for a specific conference, said moneys will be equally distributed to employees attending the specific conference.
- D. All employees, may elect at the beginning of the contractual year to receive his/her pay in either twenty (20) or twenty-four (24) pay periods. However, once the decision is made as to the number of pays he/she shall receive it will not be changed during that school year, except in cases of emergency. The first pay period will occur on the normal semi-monthly pay schedule for the school district.
- E. All employees are eligible for reimbursement of authorized travel in their vehicle in fulfilling their employment responsibilities. Allowable mileage will be reimbursed at a rate equal to the maximum mileage rate for Reimbursed Business Expenses as determined by the Internal Revenue Service.

Mileage reimbursement requests are to be submitted in writing at the end of each month to the appropriate administrator for review and approval prior to submitting to the Board of Education. Mileage for all staff using their automobile for job related responsibilities will be computed from the first professional assignment of the day. Mileage requests submitted more than thirty (30) days after their due date will not be paid except for extenuating circumstances.

- F. The contractual work year may vary according to the specific assignment and position for which the employee is employed. Each employee will annually be issued a base contract. The base contract is reflected as follows:

<u>School Year</u>	<u>Student Instruction Days</u>	<u>Staff Work Days*</u>
2024-2025	182	187
2025-2026	182	187
2026-2027	182	187

*\*plus eleven (11) paid holidays subject to Section H; and two additional work days for new staff without additional compensation. "New" employees will include those employees who were hired during the previous contract year and worked less than half the normal contract days for that position.*

If the base contract requires a schedule other than the normal school year such deviation will require consultation with the employee.

- G. Employees assigned to the SCI program shall work the full number of assigned days and hours of those programs. Days worked beyond 182 student day/187 staff workday calendar shall be paid at the per diem rate of current year base contract.

A SCI employee may request not to work beyond the number of 182 student day/187 staff workdays in his/her base contract. Such request must be made to the Administrator by April 1. This release from duties may only occur after an acceptable replacement has been granted. If not all requests can be granted, a release from duty will be granted by seniority. Employees working in the SCI program beyond 182 student day/187 staff workdays will earn one (1) relief day to be granted on July 1. The relief day must be taken by June 30. An employee wishing to use his/her relief day shall seek approval from the immediate supervisor in the online absence management system at least two (2) days in advance, except in emergency situations. Such approval shall not be unreasonably withheld. The relief day shall not be used on Opening Day.

- H. When the District has a need for employees to perform their duties outside of the scheduled school year, qualified employees will be consulted to determine their availability and a volunteer will be sought to perform such duties. When a volunteer cannot be secured, an employee may be assigned to perform such duties outside the scheduled school year for a maximum of five (5) days. Flexible scheduling for such five (5) days will be considered so as not to interfere with the employee's personal plans while at the same time not jeopardizing the planned activity. An adjusted calendar will be completed by April 1<sup>st</sup>.

Upon approval, teachers and support staff performing or attending other extra assignments/duties outside their normal workday during the scheduled school year will receive the production rate of \$40 per hour. Employees shall submit a timesheet to his/her supervisor for approval upon completion of each extra assignment/duty under this section. Extra paid assignments include the following:

1. Receiving required training
2. Attending Curriculum committees
3. Conducting training
4. Preparation to conduct training, as determined by Administration

- I. The total number of student instruction days shall always be subject to the minimum number mandated by the Michigan Department of Education and employees employed within any specific program shall work at least the number of days mandated by said Department of Education for that program. The current minimum number of days of instruction for students with cognitive impairment (mild to moderate), early childhood developmental delays, learning disabilities, visual impairment, and emotional impairment (including Youth Center) is as specified by law. The current minimum number of days of instruction for students with severe cognitive impairment is outlined in Michigan Administrative Rules for Special Education (MARSE) R 340.1738, Rule 38.
- J. In addition to the minimum number of student instruction days, there shall be additional staff workdays when students are not in attendance for staff in-service training, parent-teacher conferences, record days, and to fulfill required Department of Education Professional Development days. Support staff (i.e. Psychologists and Social Workers) will be scheduled for at least one (1) of such days to be used for on-site in-service training.

In the event of an inclement weather delay or cancellation occurs on a scheduled staff planning day, the staff planning day will also be canceled and staff will not be required to report for work on such days and will be paid their normal days' pay for all such days.

In addition to the minimum number of days of student instruction and staff workdays as explained above, the following eleven (11) Holidays shall be included in all employees' contractual work year: Labor Day, Thanksgiving Day and the day following, Christmas Eve Day, Christmas Day and the day following, New Year's Eve Day, New Year's Day, Presidents' Day, Good Friday and Memorial Day. Those employees working the month of July shall also receive July Fourth as a Holiday. Employees scheduled to work on President's Day will receive another day as a Holiday at a time determined by his/her Supervisor. In the event the ISD calendar calls for school to be in session on Presidents' Day and/or Good Friday, these days will be eliminated as holidays, these employees will work those days and will not receive another day as a Holiday.

To receive Holiday pay, the employee must have worked the scheduled working day preceding and the scheduled working day after the Holiday or have the day(s) excused by the Superintendent or his designee. An employee off on Illness/Injury Leave the day before or after the Holiday will be required to submit medical proof of illness/injury in order to receive Holiday pay.

- K. Above paragraphs F, G, H, I & J do not restrict the extension of or the reduction of the work year for any employee by mutual agreement with an individual contract.

- L. Employees who wish to take coursework or other professional training which is particularly worthwhile considering their position or assignment may petition the Board in writing for financial assistance. Such requests will be considered on an individual basis and the granting of financial assistance will not be regarded as a precedent which must be continued for future requests.
- M. When the District requires an employee to belong to a professional organization, outside of licensing requirements, the District will reimburse the employee for all fees for belonging to a professional organization. The District and Association shall confer on specific District requirements to retain a list of such professional organizations and include requirements on the job description.

## ARTICLE VII

### **WORKING HOURS, ASSIGNMENTS AND EMPLOYMENT CONDITIONS**

- A. The Board recognizes that quality facilities and equipment are essential to the operation of sound educational programs and will endeavor to provide same in the best interest of children of the Monroe County Intermediate School District.
- B. The maximum number of pupils in an educational program shall not exceed the limits established by the State Department of Education for that particular program.
  - 1. When a deviation from these limits is being considered, a meeting which includes the affected teacher, his/her immediate Supervisor, one other affected support employee as selected by the immediate Supervisor, and the Division Head will be held prior to the final decision to review the situation and consider possible alternatives. If a deviation is secured, the classroom doesn't already have a Program Assistant, and the Board is unable to provide a full-time Program Assistant who shall not be taken from an existing classroom, the affected teacher shall be paid three (3) dollars per class hour for any extra student on his/her class list for all hours when a Program Assistant is not in the classroom.
  - 2. Before October 1st of each year, support staff and their immediate Supervisor(s) will determine the treatment needs of their client/student population. Based on these client/student needs and the time required to provide such service, a reasonable work assignment will be determined for the support employee. Work assignments will be reviewed regularly with a consideration of a work load model and support staff will not be required to exceed the work limits as stipulated in this Master Agreement.
- C. The Board recognizes that adequate working space is necessary in each building where itinerant personnel work. The Board will make recommendations to local school districts of these needs and will cooperate fully with the personnel and local school administration to provide for same. "Adequate working space" shall be defined as a well-ventilated, heated, lighted room, quiet and private, with enough chairs, tables and space for working with small groups of children and adults.
- D. Hours of the workday will be clarified annually by the Superintendent or his designee.
  - 1. Non-classroom employees will be assigned to a seven and one-quarter (7 1/4) hour workday, which shall include a one-half hour duty-free lunch period which shall be arranged by the appropriate administrator. However, employees may be assigned up to a seven and one-half (7 1/2) hour workday depending on the requirement of the local district to which the employee is assigned.

2. Employees assigned to a classroom setting will be scheduled by their immediate Supervisor for up to a seven and one-half (7 1/2) hour workday which shall include a one-half hour duty-free lunch period, and an additional one-half hour duty-free planning time, with planning time occurring when there are no students present, when possible. Classroom staff will also be scheduled for one-half day of planning time, twice per year. Upon supervisor review and approval, classroom teachers may be scheduled for up to 1 day per month of additional planning time. All Special Education classroom teachers are guaranteed up to four (4) days per school year to plan for IEPs and to hold IEPs. Such days to be mutually agreed upon between the supervisor and the individual employee.
  3. See Schedule "D" – School Calendar
- E. On Fridays and days preceding vacation periods, classroom teachers and supportive service personnel assigned to a specific center program may leave with the students at the end of the designated school day. This presumes that there are not parents waiting for a conference with the employee on such days.
  - F. No support staff shall be assigned outside his/her professional discipline, except temporarily and for good cause, without his/her consent.
  - G. When finances permit, full-time classroom aides will be provided in classrooms where mandated and in all other I.S.D. self-contained classrooms except when caseloads drop below six FTE (full time equated) in which case classrooms will be assigned a half-time aide.  
  
Classroom aides assigned to self-contained classrooms may be utilized to implement integration programs for the self-contained students within their building, to support co-teaching programs implemented by the self-contained classroom teacher, and to support full-inclusion programs within their local building.  
  
The classroom teacher may request a variation in the assignment of his/her classroom aide. Such request will be reviewed by his/her immediate Supervisor/Regional Director, Division Head, and a committee of five with two members appointed by the Education Association, two members appointed by the Board, and chaired by the I.S.D. Superintendent. Such committee will review the teacher's program needs and classroom composition and arrive at what support or adaptations are necessary for effective programming.
  - H. The Board of Education recognizes the need to provide an instructional resource center for all educational employees. It further recognizes the need to provide in-service training programs, which are to be planned cooperatively with the Division Head or his/her designee and appropriate employees of the Education Association.
  - I. The Board of Education recognizes that appropriate texts, curriculum, art supplies, athletic equipment, standardized tests, protocols, scoring guides and similar instructional materials are the tools of the education profession. The Board agrees to have their administrators confer with employees from time to time for the purpose of selecting and upgrading those materials and equipment within the limits of the financial resources available.
  - J. Directions or memoranda concerning routine operating procedures or staff duties and responsibilities will normally be given at staff meetings or by means of a written communication from the appropriate Supervisor. Employees who may wish to make a special request which concerns all appropriate employees, will normally make this request at the time of the regularly scheduled staff meeting.
  - K. The primary responsibility of supervision of the playground activities is with the employee covered by this Agreement. Playground supervision may be performed by the Classroom Aide under the direction of the employee and his/her Supervisor.

- L. Employees will be expected to participate in the following professional activities not to exceed six (6) hours a month beyond the regular schedule:
  - 1. Staff meetings/trainings as scheduled by the Intermediate Superintendent, Division Head, and the immediate Supervisor or when requested by the staff for appropriate reasons.
  - 2. Parent teacher conferences with parents, and/or employees or other educational specialists to implement students' study programs or to develop behavioral intervention plans.
  - 3. One annual open house as may be scheduled and no more than two (2) evening parent-employee meetings per year.
  - 4. Under no conditions will an employee be required to work on weekends without his/her consent.
- M. Employees may make their supervisors aware, in writing, of working conditions which they feel are unsafe or hazardous. Supervisors will then assume the responsibility of informing the appropriate level of administration of said conditions.
- N. Employees will administer appropriate medication to students in accordance with Board of Education Policies and Administrative Guidelines.
- O. Student Transportation
  - 1. Those employees required to use school owned vehicles for transporting students will be offered the opportunity of education and/or training in the use of the vehicle upon request.
  - 2. Employees shall not be required to transport students in their personal vehicles except for those employees who, by the nature of their specific assignment, may be required, either frequently or on occasion, to transport students. Except in cases of life-threatening emergencies, in the event an employee chooses to transport a student by personal vehicle, they must obtain prior approval from the parent and by the Human Resources Department.
  - 3. Transition Facilitators and the Orientation and Mobility Specialist will be eligible for approved costs in securing additional insurance to cover these activities.
- P. Eyeglasses of employees which are damaged by a student in the course of employment will be replaced by the District up to the allowable SET vision insurance amount plus \$150.00 if the employee has already utilized his or her vision benefit for that year.

<b>ARTICLE VIII</b>
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**VACANCIES, PROMOTIONS AND TRANSFERS**

- A. All hiring and promotion procedures lie solely in the hands of the Board of Education. The Board, however, does agree that notice of all positions and vacancies that occur in the disciplines represented in this Agreement and those that would involve a supervisory position in the areas covered by this Agreement will be given to the staff and the Monroe County Intermediate Education Association in writing within five (5) days after the opening of the position or ten (10) days prior to filling such vacancy. Such positions will be posted on appropriate bulletin boards.

- B. The Board of Education further declares its support of a policy of promotion of employees from within the Intermediate School District, whenever feasible.
- C. When possible, support staff will be allowed to remain in the school district to which they are assigned. However, any transfer of a support staff from one geographical area of school district to another will be at the discretion of the Administrator in charge of such program after consultation with the support staff being transferred. An employee who desires a transfer or reassignment shall file a written statement of such desire with the Human Resources Department at any time. This statement shall indicate the position and school district to which the employee wishes to be assigned. The Employer shall acknowledge receipt of the request for transfer within five (5) working days.
- D. Support Staff will not be transferred without their consent from one discipline to another except when a position cannot be filled with a qualified person. When a support staff is transferred under this provision, the support staff shall remain in the transferred position until a qualified applicant has been hired or until the conclusion of the school year. The support staff has the option of notifying the District in writing within forty five (45) days after the transfer if he or she desires to remain in the transferred position. If, by the end of the school year in which the transfer occurs, the District is unable to fill the position into which the support staff was transferred, that support staff will have the option to remain in that transferred position or return to his or her former position.

From the group of appropriately certified personnel, those support staff who meet the certification required for the open position will be consulted in an effort to secure a volunteer for the transfer.

If a support staff must be involuntarily transferred, the least senior employee support staff from the appropriately certified group will be transferred provided the transfer does not result in a vacancy that cannot be temporarily staffed.

- E. Any employee covered by this Agreement who makes proper application for a different open or new position within the jurisdiction of this Agreement and possesses the necessary qualifications for the position as determined by the Board of Education, shall be interviewed for the position, and, if a support staff, will be given first preference on a seniority basis if all other qualifications are equal and the support staff has the right to appeal such decision to the proper Division Head. Further, upon written request, the employee will receive a written reason(s) as to why he/she was not awarded the position. The filling of an opening under this procedure is not subject to the grievance process.
- F. Teacher placement and assignment decisions shall be made pursuant to a clear and transparent procedure. "Teacher" is defined as an individual who has a valid Michigan teaching certificate or authorization or who is engaged to teach under MCL.380.1233b who is employed, or contracted for, by a school district, intermediate school district, or public school academy, and who is assigned by the school district, intermediate school district, or public school academy to deliver direct instruction to pupils in any of grades K to 12 as a teacher of record. Placement and assignment procedure to be guided by Appendix A.

<b>ARTICLE IX</b>
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**PERSONAL, PROFESSIONAL AND EDUCATION ASSOCIATION LEAVES OF ABSENCE**

- A. **Illness/Injury Leave**
  - 1. Employees will be entitled to one (1) day of illness/injury leave per month employed by the District with a maximum accumulation of 140 days. Illness/Injury Leave days will be accumulated on an earned basis except that all employees will be granted two



(2) additional non-earned illness/injury leave days at the beginning of their contractual year.

2. At the end of each semester, an employee may be reimbursed for those days for which pay has been deducted due to absence caused by illness/injury if sufficient leave days have since been earned.
3. Not later than thirty days following January 1st and July 1st, each member will be notified in writing of his/her total accumulated illness/injury leave as of the first of that month.
4. An employee may utilize his/her illness/injury leave days for absences due to illness or injury of him/herself or due to illness or injury of a resident member of his/her immediate family that requires his/her personal care or attention. (Immediate family shall be defined as spouse, children\* residing at home, and other permanent resident relatives of the home.) In addition, an employee may also use up to seven (7) illness/injury leave days per incident for absences due to illness or injury of a parent or child not residing in the member's home.

\*For purposes of clarification, it is understood by both parties that the terms "Children/Child" refer to one of the following relationships to the employee:

- a. Natural (By Birth)
  - b. Adopted
  - c. Stepchild
  - d. Guardianship (Court appointed with all legal rights as if he/she was a natural parent.)
  - e. With appropriate documentation and administration approval, a child identified by the court or social service agency as "long-term foster care."
5. In case of illness or injury, the employee shall call the SEMS and his/her Supervisor, if required, not later than one and one-half (1.5) hours before his/her regularly scheduled work day begins to report his/her absence and the reason for same. Failure to comply as stated above may result in a loss of pay for the day at the discretion of an administrator, unless a different arrangement is mutually agreed upon between the employee and the Supervisor.
  6. After three consecutive days an employee may be required to produce evidence in the form of a medical certificate or otherwise, of the adequacy of the reason for his/her absence during the time for which illness/injury leave is granted. In addition, if abuse of illness/injury leave, including but not limited to overuse, a pattern of abuse (i.e. use of illness/injury leave on specific days of the week) or misuse (i.e. employee observed to have used illness/injury days not for illness/injury) is reasonably suspected as determined by the Assistant Superintendent for Human Resources and Legal Counsel, the employee may be required to produce evidence in the form of a medical certificate or otherwise of the adequacy of his or her absence. When misuse or abuse of illness/injury leave is suspected, supervisors will discuss possible misuse/abuse with the employee in an effort to resolve the problem. If a medical certificate is required, it shall not be at Board expense unless the employee is verified as ill. In addition, the Board of Education has the right to request a medical or psychiatric evaluation of an employee when it appears that his/her job performance is being affected by physical and/or mental problems. When such request is made, the Board will pay the difference between the employee's insurance coverage and the actual cost of the evaluation.
  7. Employees who have been employed by the Monroe County Intermediate School District on a full-time basis for a minimum of five (5) consecutive years and who are voluntarily terminating their employment shall be eligible for reimbursement for

accumulated illness/injury leave at the rate of \$25 per day to a maximum of \$1,000.00. Employees who have been employed by the Monroe County Intermediate School District on a full-time basis for a minimum of ten (10) consecutive years and who are voluntarily terminating their employment shall be eligible for reimbursement for accumulated illness/injury leave at the rate of \$35 per day to a maximum of \$2,000.00. Termination of employment must be effective at the completion of the work year and at least twenty (20) business days prior to the reporting date for the new work year in order for the employee to be eligible for this benefit. Exceptions to these timelines may, upon written request of the employee, be granted by the Board after a review of the merits of the request.

8. Any employee who has reached the accumulated maximum allowed days of illness/injury leave shall be eligible at the end of each contract year to receive reimbursement for any excess earned illness/injury leave days at the rate of \$90 per day.

**B. Personal Business Days**

1. At the beginning of the employee's contract year, each employee shall be credited with two days (one day for persons contracted less than full year) to be used for emergencies or necessary business. These days shall only be used for purposes which cannot be conducted during non-work hours or for other emergency reasons which are not eligible under Illness/Injury Leave. Some of the reasons for which Personal Business Days may not be used are shopping trips, vacation, personal convenience, hunting or other recreational activities, and for purposes of earning money. An employee may use one (1) accumulated illness/injury day as a Personal Business per school year.
2. An employee wishing to use his/her Personal Business Day(s) shall enter it into the online absence management system as well as notify their immediate Supervisor at least two (2) days in advance, except in emergency situations.
3. The entry will indicate that the use of the Personal Business Day is not for inappropriate purposes but is being used to conduct business or handle circumstances that cannot be conducted during non-workday hours. This entry will require the approval of the immediate Supervisor, Division Head and Superintendent or his designate in the online system.
4. Failure to comply with the procedures above may result in loss of pay for the day and disciplinary action at the discretion of the Superintendent or his designate.
5. Personal Business Days may not be used before or after Holidays, vacation or the first or last day of the school year. They may not be planned in conjunction with any form of paid or unpaid leave of absence.
6. Unused Personal Business Days may be accrued to a maximum of three days in any one year and any other unused Personal Business Days will be added to the accumulated Illness/Injury Leave Days at the end of the fiscal year.
7. These days may be taken in one-quarter (1/4) day increments of the employee's workday.

**C. Medical Leave of Absence**

Any employee whose personal illness or injury extends beyond the period of his/her accumulated illness/injury leave, upon written request to the Board with physician's verification, shall be granted a medical leave of absence without pay for a period not to exceed six (6) months. During this leave period, the Board will only assume one-half (1/2) the

cost of the employee's eligible hospital/medical insurance coverage, and continuation of such leave up to an additional six (6) months without pay and without Board paid insurance may be granted at the Board's discretion. Upon return from such medical leave, the employee shall provide a physician's statement that he/she is capable of returning to work on a full-time basis. Such support staff shall then be assigned to his/her previous position.

**D. Funeral Leave**

1. A maximum of five (5) days of absence with pay (and not to be deducted from illness/injury leave) will be granted for death in a member's immediate family (defined as spouse, children, stepchildren, parents and step-parents).
2. A maximum of three (3) days of absence with pay (and not to be deducted from illness/injury leave) will be allowed in the death of a mother/father-in-law, grandparent, sibling, sister/brother-in-law, grandchild and any permanent resident relative living in the household. One day, which will be deducted from illness/injury, for the death of a spouse's grandparent.
3. Days may be taken beyond the five (5) and three (3) day limits and deducted from illness/injury leave upon prior approval of the Administration.
4. An employee wishing to use Funeral Leave shall enter it into the online absence management system and indicate the relationship of the person for whom the leave was requested.

**E. Court Witness**

Employees who are called to appear as witnesses in court in line with their duty will continue to receive pay as if they were on regular duty during the time of service as a witness. Any payment or fee received by an employee will be remitted to the business office upon receipt. The Board will not excuse an employee with pay to serve as a witness against either the Board or any of its constituent Boards of Education.

**F. Jury Duty**

Employees who are called for jury duty shall be governed by the provisions above describing court service as a witness.

**G. Education Association Leave**

At the beginning of each school year the Education Association shall be credited with six (6) days of Education Association leave to be used by employees who are officers of the Education Association or members of the negotiation team, such use to be at the discretion of the Education Association. The Education Association shall be responsible for the substitute costs for the 5<sup>th</sup> and 6<sup>th</sup> days of the Education Association leave. However, not more than three (3) employees shall be authorized absence under this clause on any given day, and these days will not be used for the purpose of processing grievances. The Education Association agrees to notify the Administration in writing not less than two (2) days in advance of taking such leave.

**H. Military Leave**

Military Leaves of Absence shall be granted to any employee who shall be drafted for military duty to any branch of the Armed Forces of the United States as required by P.A. 145 of 1943, MCL 388.421 and MCL 388.422, and the Uniformed Services Employment and Reemployment Rights Act of 1994.

## I. **Maternity Leave**

1. Maternity Leaves of absence without pay are available to female employees. The length of the requested leave may vary from six (6) weeks to a maximum of six (6) months but may be extended at the discretion of the Board.
2. Female employees who have completed one (1) contractual year of full-time service with the District and who have also been recommended for continued employment shall be eligible and granted a maternity leave when requested of the Board.
3. Employees who have completed one (1) contractual year of full-time service desiring absence from work for pregnancy, childbirth and/or childcare shall be required to submit a written request to the Board of Education no later than the beginning of the sixth (6th) month of pregnancy indicating a selection of one of the following choices:
  - a. Continued employment until childbirth and immediate return to full-time employment after completion of actual physical incapacity as determined by a physician's statement.
    - 1) Failure to report to work after receiving a physician's statement of satisfactory physical condition shall be just cause for dismissal.
  - b. When a leave of absence without pay is requested, the beginning and termination dates of such leave shall be specifically established in the employee's written request and shall not be changed unless there are extenuating circumstances and then only with the mutual consent of the employee and the Board.
4. Insofar as possible, the beginning and termination dates of the leave of absence should conform to the beginning or ending of a vacation break, semester, or school year in order to prevent disruption of the normal school operation.
5. Employees desiring to continue work beyond the eighth (8th) month of pregnancy must submit a physician's statement to the Human Resources Department bi-weekly. The physician's statement must indicate the employee's ability to continue work on a full-time basis.
6. The employee shall be eligible to return from maternity leave upon filing a written physician's statement with the Human Resources Department that she is physically fit for full-time employment.
7. Failure to return from a maternity leave on the date specified or mutually agreed upon in said leave shall be conclusively deemed a resignation.
8. Upon return from absence due to childbirth under provisions of paragraph 3"a", the support staff shall be assigned to the position held prior to such absence. If the support staff selects a leave of absence of more than six (6) weeks, then upon return she shall be assigned to her previous position or a similar position within her discipline.
9. Maternity Leaves will be granted without pay. Such leaves requested for more than six (6) weeks will also not qualify for experience credit, illness/injury leave accumulation, and other fringe benefits except that a employee's current hospital/medical insurance coverage shall continue through the first six (6) weeks of such leave. Upon return from maternity leave, the support staff shall be restored to her same position on the salary schedule as when she left and be entitled to other benefits accrued prior to said leave. An employee shall receive a full year of experience credit if she works one (1) school semester or more in the school year in which her maternity leave commences. An employee working less than one (1)

school semester in the year in which her maternity leave commences shall receive no experience credit for that year.

10. In situations regarding stillbirth or miscarriage, an employee may make written application to the Board for reinstatement prior to expiration of the granted leave. However, the Board reserves the right in its sole discretion to approve accelerated termination on the basis of each individual case.

#### **J. Family and Medical Leave Act**

Pursuant to the Family and Medical Leave Act of 1993 (FMLA) an employee who has been employed at least twelve months as a full time employee is entitled to twelve work weeks of leave during any twelve month period without pay, but with group health insurance coverage maintained, for one or more of the following reasons:

- (a) Due to the birth of a employee's child in order to care for the child;
- (b) Due to the placement of a child with the employee for adoption or foster care;
- (c) Due to the need to care for the employee's spouse, child or parent who has a serious health condition; or
- (d) Due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care, including any period of incapacity or any subsequent treatment in connection with such inpatient care or (2) continuing treatment by a health care provider. Any leave taken under this contract for the above purposes shall be charged against the employee's leave entitlement under the Family and Medical Leave Act. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section. The foregoing represents highlights from the FMLA. The full text of the FMLA is available in the Office of Human Resources and the Board's FMLA policy is available on the District's website.

#### **K. Other Leaves of Absence**

1. After three (3) years of continuous full-time service with the District, an employee shall be eligible for and upon written request granted a leave of absence for the following reasons:
  - a. Child adoption
  - b. Childcare
  - c. Additional formal education

2. Such leave of absence shall not exceed a period of one (1) year.

The beginning and ending dates of such leave must accommodate the normal operation of school insofar as possible and will therefore conform to the beginning and ending of a semester or school year whenever possible. The total number of employees on leave of absence described in this section shall not exceed 7% of staff in any one year.

3. Employees desiring a leave of absence covered in this section shall request such leave from the Board in writing not less than ninety (90) days in advance except in emergency situations.
4. Such leave will be granted without pay, Board paid fringe benefits, the accumulation of experience credit on the salary schedule or illness/injury leave accumulation.

5. Upon return from such a leave, the employee shall be guaranteed a position in the same discipline.
6. It shall be the employee's responsibility to notify the Superintendent in writing no less than ninety (90) days before the expiration of such a leave as to his/her intention to return to employment with the District.

**L. Personal Leave**

After three (3) years of continuous service with the District, an employee shall be eligible for and may be granted a leave of absence for up to one (1) year for "personal reasons". Determination for granting such leave will be made on the merit of the request, and such leave will not be used to seek or secure other contracted professional employment. Such leave will be granted without pay, Board paid fringe benefits, the accumulation of experience credit on the salary schedule or illness/injury leave accumulation.

<b>ARTICLE X</b>
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**PROFESSIONAL BEHAVIOR AND EVALUATION**

- A. Employees may examine their personnel records and may request that a representative of the Education Association be present during such examination. Personnel files will be complete with the exception that any information, wherein the sender requests confidentiality, shall not be available for the perusal of the employee.

Support Staff Evaluation Frameworks, including the Individual Development Plan can be found at the Human Resources webpage on the Monroe ISD website:  
<http://www.monroeisd.us/departments/hr/evaluations/>

The following disciplines will use the Support Staff Evaluation Framework for Large Group:

- Social Worker
- Occupational Therapist
- Physical Therapist
- Orientation and Mobility Specialist
- Behavior Coach
- Music Therapist
- Speech and Language Pathologist
- Mental Health Consultant
- Augmentative and Alternative Communication/Assistive Technology Consultant
- Transition Facilitator
- Teacher Consultant
- Adventure Program Facilitator
- Early On Coordinator
- Literacy Facilitator

The following disciplines will use the Support Staff Evaluation Framework specific to their discipline:

- School Counselor
- School Nurse
- School Psychologist

The following positions will share a framework:

- School Health Coordinator
- Student Assistance Program Facilitator
- Educational Consultants
- Early Literacy Coach

- Math Coach
- Science/Technology Coach

B. All support staff included in the Master Agreement who is not eligible to be covered by the Michigan Teacher Tenure Act will be governed by the following evaluation and dismissal procedures:

1. Such support staff will be formally evaluated at least once each year during the first four full years of employment and at least once every three years thereafter by his/her immediate supervisor. The Support Staff Evaluation Frameworks can be found on the Human Resources webpage on the Monroe ISD website.  
<http://www.monroeisd.us/departments/hr/evaluations/>.

This evaluation shall include:

- a. A private, oral evaluation conference and written evaluation report will take place as outlined in Appendix C.
- b. At the time when the written evaluation is reviewed, the support staff will be entitled to the presence of a representative of the Education Association. It will be the responsibility of the support staff employee to secure such a representative, if he or she so desires, and to appear for the scheduled conference.
- c. The rating system used on support staff evaluations shall be: Ineffective, Minimally Effective, Effective or Highly Effective. When a support staff is to be rated "Ineffective" and the behavior or condition causing such a rating is known to the evaluator at least sixty (60) days prior to the formal evaluation being written, said behavior or condition will have been previously reviewed with the support staff and, whenever possible, he/she will be given the opportunity for correction. In addition, if any support staff receives a rating of "Ineffective" in any evaluated area, he/she will be placed on an "Individualized Development Plan". The IDPs for each Support Staff Evaluation Framework can be found on the Human Resource webpage on the Monroe ISD website.

<http://www.monroeisd.us/departments/hr/evaluations/>

The Board and Association agree to continue use of the system noted in c. until such time the Support Staff Framework(s) can be collaboratively adjusted for the potential impacts of rubric changes for evaluations.

- d. Both the immediate supervisor and the support staff are to sign the written formal evaluation report indicating that an evaluation conference has taken place and that the contents of the written report represents the significant aspects of the previous oral evaluation.
- e. The evaluated support staff will be provided the opportunity to prepare a written statement concerning the evaluation report, which will be attached to the original written evaluation report.

C. Teacher Evaluations shall be made pursuant to Appendix C. The Teacher Evaluation Procedures and Rubrics can be accessed via the link provided in Paragraph (B)(1). Teacher is defined as an individual who has a valid Michigan teaching certificate or authorization or who is engaged to teach under MCL 380.1233b; who is employed, or contracted for, by a school district, intermediate school district, or public school academy; and who is assigned by the school district, intermediate school district, or public school academy to deliver direct instruction to pupils as a teacher of record.

## ARTICLE XI

### DISCIPLINARY ACTION

Disciplinary action with respect to employees who have satisfactorily completed four full years of employment shall be only for reasonable, just and stated causes. Disciplinary action for all employees will follow a concept of "progressive discipline" with the step level of disciplinary action determined by the severity of the offense.

The term 'discipline' as used in the Agreement includes warnings; reprimands; suspensions with or without pay; discharges; non-renewal of probationary bargaining unit members, including bargaining unit members deemed to be in a period of probation under the Michigan Teachers' Tenure Act; or other actions of disciplinary nature.

Progressive Discipline: The District may consider additional preventative measures to address the misconduct, including training, coaching and other remedial measures. The following progression of discipline for each unrelated incident shall be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit, dependent on severity of incident:

- a. Verbal warning, then
- b. Written warning, then
- c. Verbal reprimand, then
- d. Written reprimand, then
- e. Suspension
- f. Discharge

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide reasonable justification for the acceleration of the above progressive discipline.

- A. Employees will be entitled to the presence of a representative of the Education Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency of professional behavior. It will be the employee's responsibility to secure such representative, if he/she so desires, and appear for the requested conference. Such meeting will be held either the day of or the school day following the notification by the Administrator at a mutually agreeable time.
- B. Any support staff covered by Section B of Article X who is recommended for dismissal by the Administration shall receive a written notification of such dismissal at least sixty (60) days prior to the termination of that support staff normal contractual work year. Such written notification shall stipulate the reasons for the recommended dismissal. Any disciplinary action taken under this paragraph with respect to a support staff who has satisfactorily completed four full years of employment shall be for just cause. The dismissal or discipline of a support staff who has not satisfactorily completed four full years of employment shall not require just cause. However, any disciplinary action for an employee hired prior to July 1, 1999, shall be for just and stated cause.
  - a. Except that the sixty (60) day dismissal notice period shall not apply in those instances where the administration disciplines or discharges an employee for just cause during the school year.
- C. Any support staff covered by Section B of this Article X who has been provided written notice of his/her dismissal shall have the following rights:
  - a. The right to an appeal hearing before the Board of Education.
  - b. The right to be represented by legal counsel at the appeal hearing.



- D. For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standards, and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et, seq., shall apply. This paragraph does not limit any reasonable and just cause rights attributable to the failure to properly comply with the annual evaluation requirements and provisions of this Agreement that are not governed by the Michigan Teachers' Tenure Act.
- E. No Applicability to Evaluation Scoring: In the event a bargaining unit employee receives an isolated verbal or written warning, that employee shall not in any way subsequently be evaluated in their annual performance for the same incident.
- F. Any such discipline shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed.

## ARTICLE XII

### PROTECTION OF MEMBERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to employees with respect to maintenance of control and discipline in the classroom.
- B. Employees shall be expected to exercise reasonable care and use prudent judgment with respect to the safety of pupils and property.
- C. Any case of assault upon an employee arising out of or in the course of the employee's employment shall be promptly reported to the Board or its chief administrator. The Board shall provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance within the limits of its liability coverage to the employee in connection with handling of the incident by law enforcement and judicial authorities.
- D. If legal suit is brought against any employee as a result of release of confidential information or misuse of such information, the Board will furnish legal counsel for said teacher only if the Board has determined he/she has acted professionally and then only if requested by said employee.
- E. If any employee is complained against or sued for disciplinary action taken by the employee against a student, the Board will provide legal counsel and render all necessary assistance within the limits of its liability coverage to the employee in his defense. However, such Board support will not be provided in cases of gross negligence or gross misconduct.
- F. Any employee who in the line of duty sustains injury requiring the absence from work which qualifies for payment under the Workers' Compensation Act will be paid during the period of such disability the difference between his regular salary and the amount received as payment under the Workers' Compensation Insurance Program for as long as the employee has illness/injury leave days accumulated. The employee's illness/injury leave shall be reduced by one-quarter (1/4) day for each full day absent from work during such disability period. Upon expiration of the employee's accumulated illness/injury leave, the Board will furnish only medical, surgical and hospital care benefits as provided by the Workers' Compensation Insurance.
- G. An employee who is injured on the job in the performance of their job duties and provides the Board with medical verification of such injury, shall not be charged any Illness/Injury Leave days, as a result of such injury, and shall be paid their full pay until such time as Workers' Compensation goes into effect. At that time, the injury would be covered by Section F of this

Article. To be covered by this section, such injury must be reported to the Administration on the day that said injury occurred, and a Workers' Compensation claim must be completed.

- H. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with terms contained in any individual employee contracts heretofore in effect. All future individual employee contracts shall be made expressly subject to the terms of this Agreement and all moneys paid shall be so stipulated in the contract. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board.
- I. If any provision of this Agreement or any application of the Agreement to any teacher or groups of teachers shall be found contrary to law, then such provision shall be deemed void, but all other provisions or applications shall continue in full force and effect.
- J. To the extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this District shall be merged or combined. In the event this District shall be combined with one or more districts, the Board will use its best efforts to assure continued employment of its employees in such consolidated district.

## ARTICLE XIII

### REDUCTION OF STAFF

- A. Education programs may be eliminated by the Intermediate School District Board of Education.
- B. Support staff released through the reduction or elimination of programs will be given the first opportunity for employment in any vacant position for which they are qualified and can be fully certified/approved.
- C. Support staff who are defined as a "teacher" under MCL 380.1249 eligible for tenure will be released in reverse order of seniority with the Intermediate School District.
- D.
  - 1. Seniority is defined as length of service within the bargaining unit, which commences on the first effective date of employment. In cases where an employee's assignment is less than full-time, seniority credit will accumulate at a rate which corresponds to such assignment (i.e., employee whose assignment is half-time will receive a half year of seniority). -Employees do not accrue seniority while on a leave of absence, except in cases of a disability leave.
  - 2. In the event of more than one employee having the same effective date of employment, the seniority standing will be determined in the following manner:
    - a. State recognized certification and/or approval.
    - b. Date of Board action to hire.
    - c. A lottery system as defined as a drawing of names. The first name drawn will have the highest seniority, and the following names will fall into consecutive order on the seniority list. The names will be drawn by the President of the Association or his/her designee and witnessed by the Personnel Director or his/her designee. Only those affected employees may be present.
- E. Laid off support staff hired after July 1, 1999, and who have satisfactorily completed four full years of employment shall be recalled to the first vacancy for which they are fully certified/approved in reverse order of seniority. Such support staff will have a right of recall for a period not to exceed three years following the effective date of layoff. Such a support staff

refusing an offer of recall to an equivalent position for which the support staff is certified and qualified will result in the support staff being deemed a voluntary quit and forfeiting any right of recall unless the support staff at the time of the offer of recall is employed under contract by another Michigan school district or a Michigan human services agency. In such cases, the support staff will continue to be eligible for recall during the three-year period following the effective date of layoff. It shall be the responsibility of a laid off support staff to keep the district informed of his or her current address. Failure of such support staff on layoff to respond within fifteen days of the receipt of a written offer of an equivalent position made by the Board will result in the support staff being considered a voluntary quit losing all right of recall. Any laid off support staff who has not satisfactorily completed four full years of employment will not have a right of recall unless he or she has tenure or the equivalent in the district.

The Board will operate Special Education programs and services in compliance with all applicable federal and state statutes and upon reinstatement of a position, the current senior support staff who at the time of layoff was assigned to the position's program, will be reassigned to the reinstated position prior to recalling another support staff. However, any current position will not be affected more than once in any one year, provided it does not preclude another support staff from being recalled.

- F. A support staff refusing an offer of recall to a position which is nonequivalent to the one from which the employee was laid off shall remain on the recall list not to exceed three years following the effective date of layoff.
- G. All seniority is lost when employment is severed by resignation, abandonment, retirement and discharge; however, seniority is retained if severance of employment is due to layoff. In cases of layoff, employees so affected shall retain all seniority accumulated as of the effective date of layoff.
- H. Employees who have moved to another classification within the Intermediate School District, but who were at one time dues paying members of the bargaining unit covered by this Agreement (MCIEA), shall retain seniority accrued prior to such reclassification.
- I. The following provisions shall apply in the necessary reduction of support staff personnel:
  - 1. No support staff shall be discharged or laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless he/she has been notified in writing of said discharge or layoff by June 25<sup>th</sup>. The exception to this rule will be those support staff employed in mandated programs in excess of 195 days who must be informed of discharge or layoff by May 20<sup>th</sup>.
  - 2. No support staff shall be discharged or laid off pursuant to a necessary reduction in personnel unless he has been given a written notification of said action and a subsequent opportunity for Administrative review not later than thirty (30) calendar days following notification of such action.
  - 3. Support staff who have not been notified pursuant to the conditions of Article XII (H)(1) above, and whose services are not required on a full-time basis in their regular professional capacity may be reassigned by the Administration to other professional responsibilities for the remainder of the support staff's contractual work year.
  - 4. Whenever possible, the administration will acknowledge and allow two (2) mutually agreeable employees to share on a half-time basis, a full-time position.
- J. A representative of the Education Association and a representative of the Board will meet to clarify procedures of support staff layoffs.
- K. A seniority list will be provided to the Education Association yearly.

- L. Copies of layoff notices and recalls of support staff will be provided to the Education Association.
- M. In the event that this District decentralizes any or all of its current services/programs, returning those services/programs to local school districts, the board shall notify, in writing, those employees affected by such action. Said notification shall be mailed to those affected employees within two (2) working days of the official decision to decentralize.
- N. In the event that this district shall decentralize, the Board will use its best efforts with the local districts to assure the continued employment of those employees whom it represents.
- O. Teacher layoff and recall decisions shall be made pursuant to Appendix F, which the Parties acknowledge contains a clear and transparent procedure. "Teacher" is defined as an individual who has a valid Michigan teaching certificate or authorization or who is engaged to teach under section 1233b; who is employed or contracted for, by a school district, intermediate school district, or public school academy; and who is assigned by the school district, intermediate school district or public school academy to deliver direct instruction to pupils in any of grades K to 12 as a teacher of record.

<b>ARTICLE XIV</b>
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### **CONTINUITY OF OPERATIONS**

- A. It shall be the normal operating procedure for all personnel covered by this Agreement to report to work on inclement weather days. However, when staff of the Monroe County Intermediate School District are assigned to facilities which are closed because of inclement weather conditions, fire, epidemics, mechanical breakdowns, or health conditions as defined by city, county or state health authorities, employees covered by this Agreement whose responsibility requires them to provide direct service to students in the closed facility will not be required to report for work on such days and will be paid their normal days' pay for all such days. In addition, when the nine (9) local school districts and the MCISD Education Center are closed due to one of the conditions listed above, those employees who are assigned to the Monroe County Intermediate School District Special Service Center, and General Instruction Staff, will not be required to report for work on such days and will be paid their normal days' pay for all such days. When the Monroe County Community College closes due to one of the conditions listed above, Monroe County Middle College employees are not required to report to work on such days and will be paid their normal days' pay for all such days. Employees who are required to report to work but are unable to do so, shall immediately notify their immediate supervisor of this fact. All such employees shall then be allowed to use any accumulated Personal Business Days, in order that the employee may receive his/her normal days' pay.

Exceptions to the above policy may be made by the Superintendent on consultation with the President of the Board of Education when he deems that the circumstances are such that it is not reasonable to expect staff to report to work under the existing conditions.

- B. Notwithstanding the foregoing, the Board shall have the right to expand the school calendar in order to achieve the minimum number of student instruction days required by the State or by the district to which the employee is assigned, provided the total number of staff days in the district to which the employee is assigned does not exceed the total number of staff days in the MCISD calendar. On days when school is closed due to inclement weather, fire, epidemics, mechanical breakdowns or health conditions as defined by city, county or state health authorities, employees who provide direct service to students in closed facilities need not report to work. However, these days will be added to the calendar by the Board in order to achieve the minimum number of student instruction days as required by the State. No additional pay will be granted teachers for the rescheduling of these days. Should an

“Inclement Weather Day” occur on a non-classroom instruction day, affected employees will not be required to make up the day and will receive their normal day’s pay for that day.

Note: This section of the Contract is only valid as long as Michigan Public Schools are required to make up such days to receive full financial aid. Should the requirement to make up these days be rescinded, the contract language will revert to the 1984-85 contract language.

- C. The Education Association and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Education Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Education Association therefore agrees that as long as this Master Agreement is in effect, (see Article XIV) its officers, representatives and members shall not authorize, instigate, cause, aid encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott or other interruption of activities during the school day. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

## **ARTICLE XV**

### **NEGOTIATION PROCEDURES**

- A. This Agreement has been negotiated for a period ending on September 30, 2021. However, any aspect of this Agreement may be reopened for negotiation at any time providing there is mutual agreement of both parties.
- B. Neither party will have any control over the selection of 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 school be clothed of all necessary power and authority to make proposals, consider proposals, and make concessions on the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement during negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any lawful measures it may deem appropriate to resolve an impasse.
- D. If negotiation sessions are ever scheduled during the normal workday, it is understood that this arrangement is made with the Administration and Board’s approval.

## **ARTICLE XVI**

### **GRIEVANCE PROCEDURE**

- A. Definition: A claim and/or a complaint by a bargaining unit employee or a group of bargaining unit employees or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement affecting bargaining unit employees may be processed as a grievance as hereinafter provided.
- B. An “Education Association Group Grievance” is an alleged violation, misinterpretation or misapplication of the contract as it affects more than one but less than thirty (30) employee(s). Said Education Association grievance may be processed directly to Level Three of the grievance procedure. An Education Association Group Grievance must contain the signatures of all affected employees.

- C. Both parties agree that the grievance proceedings shall be kept as confidential as may be appropriate at any level of such proceedings. Furthermore, that the parties shall attempt to secure at the lowest level possible equitable solutions to the problems presented through this procedure.
- D. Notwithstanding any other provision of this Agreement, it is expressly understood that the grievance procedure shall not apply to those areas in which the Teacher Tenure Act prescribes a procedure or authorizes a remedy including the nonrenewal of any probationary teacher. For those matters for which there is another administrative procedure or forum, an employee must choose either the grievance process or the prescribed procedure/forum. The grievance procedure shall also not apply to any matter involving content of an employee evaluation.
- E. The Education Association shall designate one representative to handle grievances when requested by the grievant.
- F. Forms for filing and processing grievances have been designed cooperatively by the Education Association's representatives and shall be prepared and given appropriate distribution so as to facilitate the operation of the grievance procedure. (See Grievance Procedure Form, Appendix B)
- G. The employee and/or Education Association retain the right to withdraw a grievance at any level without prejudice of record.
- H. If the employee, having filed a grievance, voluntarily terminates employment, said grievance shall be immediately withdrawn.
- I. 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.
- J. Access shall be made available to both parties, to all places, records and information necessary to the determination and processing of a grievance.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.
- L. The term "days" as used herein shall mean business days when the administrative office is open Monday through Friday. If the appropriate administrator with whom the grievance should be filed is unavailable because school is not in session, the grievance shall be filed at the next higher level of the grievance procedure for disposition at the appropriate level.
- M. The Education Association may not initiate and/or perpetuate a grievance involving the right of an employee or group of members without his/her, or their, express approval at each step of the procedure.
- N. An employee, or his designated Education Association representative, involved in the processing of a grievance shall not be docked pay for involvement of same.
- O. Written grievances as required herein shall comply with the following provisions:
  - 1. It shall be signed by the grievant or grievants. When filing an Association Grievance, the Associate Representative and Association President will sign on behalf of the employees.
  - 2. It shall be a specific synopsis of the facts giving rise to the alleged violation.
  - 3. It shall cite the section or sections of this Master Agreement alleged to have been violated.
  - 4. It shall contain the date of the alleged violation.

5. It shall specify the relief requested.
6. It shall be filed on the appropriate form.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations hereinafter set forth.

- P. The number of days indicated at each level should be considered the maximum and every effort should be made to expedite the proceedings. However, the time limits may be extended in writing by mutual consent.
- Q. At each level of the grievance procedures all affected parties shall receive copies of the written decisions or appeals.
- R. Procedure:
1. Time limits may be extended by mutual written agreement of the parties.
  2. If the Association violates the time limits specified herein at any level, the grievance shall be considered dropped. If the District violates the time limits specified herein, the grievance shall be considered granted.
  3. A bargaining unit employee who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose.
  4. For the purpose of grievances, the District shall permit an Association representative access to and the right to inspect and acquire copies of personnel files which pertain to an affected bargaining unit employee or the issue in the proceedings in question, as approved by the grievant(s). Confidential letters of reference secured from sources outside of the school system shall be excluded from inspection.

Level One: An employee believing himself wronged by an alleged violation, misinterpretation or misapplication of the expressed provisions of this Agreement shall, within five (5) days of its alleged occurrence, or when school is not in session for the employee, within five (5) days of the employee becoming aware of the alleged violation, orally discuss the grievance with his/her immediate supervisor in an attempt to resolve same. If a resolution of the problem is not obtained within five (5) days of the discussion the employee may within fifteen (15) days of the alleged violation reduce the grievance to writing and submit same to his immediate supervisor.

Level Two: A copy of the written grievance shall be filed with the grievant's immediate supervisor along with the endorsement and/or approval or disapproval of the Education Association. Within five (5) days of receiving the written grievance the immediate supervisor shall arrange a meeting with the grievant and/or the designated Education Association representative at the option of the grievant to discuss the grievance. Within five (5) days of discussion the immediate Supervisor shall render his decision in writing and transmit same to all affected parties.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Education Association, the grievant may appeal same within thirty (30) days of the alleged violation to the Division Head by filing a written grievance, along with the rendered Administration decision at Level Two.

Level Two may be bypassed when the immediate supervisor is also the Division Head. In such cases, the total number of days to process the grievance shall be reduced by fifteen (15) days.

Level Three: Within five (5) days of receipt of the written grievance by the Division Head, a meeting shall be arranged with the grievant and/or the designated Education Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion the Division Head shall render his decision in writing transmitting a copy of same to all affected parties.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Education Association, the grievant may within forty-five (45) days of the alleged violation appeal same to the Intermediate Superintendent by filing a written grievance along with the written Administration decisions at Levels Two and Three.

Level Four: Within five (5) days of receipt of the grievance the Intermediate Superintendent shall arrange a meeting with the grievant and/or the designated Education Association representative (at the option of the grievant) to discuss the grievance. Within five (5) days of the discussion the Superintendent shall render his decision in writing transmitting copies of same to all affected parties.

If no decision is rendered within five (5) days or the decision is unsatisfactory to the grievant and the Education Association, the grievant may within sixty (60) days of the alleged violation appeal same to the Board of Education by filing a written grievance along with the rendered written Administrative decisions at Levels Two, Three and Four, with the President of the Board of Education.

Level Five: Within fifteen (15) days of receipt of the written grievance, the President of the Board of Education shall call a meeting to hear the presentation of the grievance. The Board shall allow the employee and/or his Education Association representative (at the option of the grievant) the opportunity to present his case regarding the grievance.

Within ten (10) days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold further meetings or otherwise investigate the grievance provided, however, that in no event, except with express written consent of the Education Association, shall final determination of the grievance be made by the board any later than ten (10) days after the initial hearing. A copy of the written decision of the Board shall be forwarded to all affected parties.

Level Six: If no decision is rendered within ten (10) days of the Board Meeting, or either party of the dispute is not satisfied with the decision rendered at Level Five, the matter may be referred to arbitration. Either party may refer the matter to arbitration, provided that notice to refer the matter is given to the other party within ten (10) days from the date of receipt by the Education Association of the Board's written decision. Only the Education Association, not an employee, may process a grievance to arbitration. The grievance will be submitted to arbitration under and in accordance with the rules of the American Arbitration Association.

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

The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement. The arbitrator shall have no power or authority to add to, subtract from or modify any terms of this Agreement and shall not substitute his judgment for that of the Board where the Board is given discretion by the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.

The arbitrator shall have no power to award interest or punitive damages. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and any back pay award shall be reduced by any compensation received by a employee from any source, including unemployment compensation which would not have been received if employee was still employed by the District.



The termination of “probationary contracted” employees shall not be a subject of arbitration. However, the termination of a “non-tenure contracted” employee is eligible for arbitration after four consecutive successful years of service with the District.

The Board and the Education Association agree to share equally the fees and expenses of the arbitrator for grievances related to this Master Agreement.

## SCHEDULE A

### SALARY SCHEDULES

#### Schedule A

#### 2024-2025 Wage Schedule 198/200 contractual days

Step	B.A.	B.A.+18	B.A.+30	B.A.+45	B.A.+60	B.A. + 90	Doctoral
1	\$50,874	\$52,820	\$54,969	\$57,313	\$60,156	\$61,960	\$64,439
2	\$52,521	\$54,500	\$57,135	\$59,774	\$62,695	\$64,576	\$67,160
3	\$54,167	\$56,177	\$59,301	\$62,241	\$65,235	\$67,191	\$69,878
4	\$55,812	\$57,856	\$61,471	\$64,704	\$67,775	\$69,809	\$72,601
5	\$57,456	\$59,535	\$63,641	\$67,168	\$70,314	\$72,422	\$75,319
6	\$59,101	\$61,212	\$65,809	\$69,631	\$72,854	\$75,040	\$78,042
7	\$60,748	\$62,889	\$67,975	\$72,098	\$75,394	\$77,656	\$80,762
8	\$62,394	\$64,570	\$70,145	\$74,561	\$77,933	\$80,271	\$83,483
9	\$64,039	\$66,245	\$72,314	\$77,024	\$80,475	\$82,889	\$86,205
10	\$65,685	\$67,926	\$74,484	\$79,487	\$83,013	\$85,504	\$88,924
11	\$67,330	\$69,605	\$76,652	\$81,952	\$85,556	\$88,122	\$91,646
12	\$68,977	\$71,286	\$78,818	\$84,415	\$88,092	\$90,735	\$94,365
13	\$70,623	\$72,961	\$80,986	\$86,880	\$90,633	\$93,351	\$97,085
14	\$72,266	\$74,640	\$83,158	\$89,344	\$93,173	\$95,969	\$99,808
15	\$73,678	\$76,319	\$85,324	\$91,803	\$95,711	\$98,582	\$102,526

B.A. shall apply to all employees possessing a Baccalaureate Degree from an accredited college or university.

A doctoral shall apply to all employees possessing a doctoral degree (e.g. Ph.D., DPT, Ed.D.) from an accredited college or university and which is relevant to his/her current job.

- A. This salary schedule is the basic salary schedule for employees for the 2024-2025 school year. It is based on 198/200 contract days of employment (187/189 work days and 11 paid holidays). Contracts for employees working more or less than the 198/200 contractual days will be prorated from this salary schedule.
- B. The Board of Education will continue to assume the employee's BASIC retirement Contribution.
- C. Employees shall not advance beyond the fifth (5th) step of any of the above salary schedules unless he/she has full approval from the State Department of Education for his/her professional assignment.
- D. Employees requesting movement on the salary schedule must provide to the Human Resources Department by no later than October 1 an official transcript of graduate credit hours earned at a State Board approved institution included in the *Directory of Michigan Institutions of Higher Education* and/or a regionally-accredited out of state college or university.
- E. For those employees hired before December 19, 2012, they will be placed at Step 15 and the corresponding B.A., B.A.+18, B.A.+30, B.A.+45, B.A.+60, B.A.+90 or Doctoral scale and will be eligible for the longevity pay.

Steps +3% Increase Applied

**Schedule A**  
**2025-2026 Wage Schedule**  
**198/200 contractual days**

Step	B.A.	B.A.+18	B.A.+30	B.A.+45	B.A.+60*	B.A. + 90	Doctoral
1	\$52,401	\$54,404	\$56,618	\$59,032	\$61,960	\$ 63,819	\$67,017
2	\$54,098	\$56,135	\$58,850	\$61,568	\$64,576	\$ 66,512	\$69,846
3	\$55,792	\$57,862	\$61,081	\$64,108	\$67,191	\$ 69,207	\$72,674
4	\$57,487	\$59,592	\$63,314	\$66,645	\$69,809	\$ 71,904	\$75,505
5	\$59,180	\$61,321	\$65,550	\$69,183	\$72,422	\$ 74,595	\$78,333
6	\$60,873	\$63,047	\$67,783	\$71,720	\$75,040	\$ 77,291	\$81,164
7	\$62,570	\$64,776	\$70,015	\$74,260	\$77,656	\$ 79,986	\$83,994
8	\$64,265	\$66,506	\$72,250	\$76,798	\$80,271	\$ 82,679	\$86,823
9	\$65,960	\$68,233	\$74,484	\$79,335	\$82,889	\$ 85,376	\$89,654
10	\$67,655	\$69,963	\$76,719	\$81,871	\$85,504	\$ 88,070	\$92,480
11	\$69,350	\$71,694	\$78,951	\$84,411	\$88,122	\$ 90,765	\$95,311
12	\$71,046	\$73,424	\$81,182	\$86,948	\$90,735	\$ 93,458	\$98,139
13	\$72,741	\$75,149	\$83,415	\$89,486	\$93,351	\$ 96,151	\$100,968
14	\$74,434	\$76,879	\$85,653	\$92,024	\$95,969	\$ 98,848	\$103,800
15	\$75,887	\$78,608	\$87,884	\$94,557	\$98,582	\$101,540	\$106,627

B.A. shall apply to all employees possessing a Baccalaureate Degree from an accredited college or university.

A doctoral shall apply to all employees possessing a doctoral degree (e.g. Ph.D., DPT, Ed.D.) from an accredited college or university and which is relevant to his/her current job.

- A. This salary schedule is the basic salary schedule for employees for the **2025-2026** school year. It is based on 198/200 contract days of employment (187/189 work days and 11 paid holidays). Contracts for employees working more or less than the 198/200 contractual days will be prorated from this salary schedule.
- B. The Board of Education will continue to assume the employee's BASIC retirement Contribution.
- C. Employees shall not advance beyond the fifth (5th) step of any of the above salary schedules unless he/she has full approval from the State Department of Education for his/her professional assignment.
- D. Employees requesting movement on the salary schedule must provide to the Human Resources Department by no later than October 1 an official transcript of graduate credit hours earned at a State Board approved institution included in the *Directory of Michigan Institutions of Higher Education* and/or a regionally-accredited out of state college or university.
- E. Retention Stipend: Returning employees who were employed as of November 1, 2024, will receive a one-time off-scale payment of \$1,500 to be paid on the first pay period of October 2025.

Steps +3% Increase Applied

**Schedule A**  
**2026-2027 Wage Schedule**  
**198/200 contractual days**

Step	B.A.	B.A.+18	B.A.+30	B.A.+45	B.A.+60*	B.A. + 90	Doctoral
1	\$53,973	\$56,036	\$58,317	\$60,802	\$63,819	\$ 65,734	\$69,698
2	\$55,721	\$57,820	\$60,616	\$63,415	\$66,512	\$ 68,508	\$72,640
3	\$57,466	\$59,598	\$62,913	\$66,031	\$69,207	\$ 71,284	\$75,581
4	\$59,212	\$61,380	\$65,213	\$68,645	\$71,904	\$ 74,060	\$78,525
5	\$60,956	\$63,160	\$67,516	\$71,258	\$74,595	\$ 76,832	\$81,465
6	\$62,699	\$64,938	\$69,817	\$73,872	\$77,291	\$ 79,610	\$84,411
7	\$64,447	\$66,718	\$72,116	\$76,487	\$79,986	\$ 82,386	\$87,354
8	\$66,193	\$68,502	\$74,418	\$79,103	\$82,679	\$ 85,160	\$90,296
9	\$67,938	\$70,280	\$76,719	\$81,715	\$85,376	\$ 87,938	\$93,240
10	\$69,684	\$72,062	\$79,020	\$84,326	\$88,070	\$ 90,712	\$96,179
11	\$71,430	\$73,844	\$81,319	\$86,944	\$90,765	\$ 93,488	\$99,123
12	\$73,177	\$75,626	\$83,617	\$89,555	\$93,458	\$ 96,262	\$102,065
13	\$74,923	\$77,404	\$85,918	\$92,171	\$96,151	\$ 99,036	\$105,007
14	\$76,668	\$79,186	\$88,223	\$94,785	\$98,848	\$101,814	\$107,952
15	\$78,164	\$80,966	\$90,522	\$97,394	\$101,540	\$104,586	\$110,892

B.A. shall apply to all employees possessing a Baccalaureate Degree from an accredited college or university.

A doctoral shall apply to all employees possessing a doctoral degree (e.g. Ph.D., DPT, Ed.D.) from an accredited college or university and which is relevant to his/her current job.

- A. This salary schedule is the basic salary schedule for employees for the **2026-2027** school year. It is based on 198/200 contract days of employment (187/189 work days and 11 paid holidays). Contracts for employees working more or less than the 198/200 contractual days will be prorated from this salary schedule.
- B. The Board of Education will continue to assume the employee's BASIC retirement Contribution.
- C. Employees shall not advance beyond the fifth (5th) step of any of the above salary schedules unless he/she has full approval from the State Department of Education for his/her professional assignment.
- D. Employees requesting movement on the salary schedule must provide to the Human Resources Department by no later than October 1 an official transcript of graduate credit hours earned at a State Board approved institution included in the *Directory of Michigan Institutions of Higher Education* and/or a regionally-accredited out of state college or university.
- E. Retention Stipend: Returning employees who were employed as of November 1, 2025, will receive a one-time off-scale payment of \$1,500 to be paid on the first pay period of October 2026.

Steps +3% Increase Applied

## SCHEDULE B

### INSURANCE BENEFITS

The Board of Education shall, upon application, make available for each full-time employee covered by this Agreement for the time period which commences on October 1, 2024, and expires on September 30, 2027:

- A. Health care for the employee, employee's spouse and dependent children through Michigan Education Special Services Association ("MESSA") through the following plans:
1. MESSA CHOICES II \$500/\$1000 in-network deductible and \$1,000/\$2,000 out of network deductible, \$20 office visit; \$25 urgent care co pay; \$50 ER co pay, and the Saver RX or;
  2. MESSA Health Savings Account ("HSA") ABC Plan 1 with a \$1,600/\$3,200 deductible or as established by the IRS with the Saver RX or;
  3. MESSA Health Savings Account ("HSA") ABC Plan 2 with a \$2,000/\$4,000 deductible, with the Saver RX or;
  4. MESSA Health Savings Account ("HSA") ABC Plan 3 with a \$3,500/\$7,000 deductible with 10% co-insurance and Saver RX.
  5. Effective January 1, 2025, HSA ABC Plan 3 will be replaced with MESSA Balance+ with a \$1,600/\$3,200 deductible or as established by the IRS with 20% co-insurance for services such as lab work and hospitalizations with MESSA Balance+ Rx.
  6. Subject to the limitations of Publicly Funded Health Insurance Contribution Act (MCL 15.563), the district will fully fund the annual single in-network ABC Plan 1 HSA deductible on January 1<sup>st</sup> or the first banking day for each year of the contract for those employees electing one of the available ABC or MESSA Balance+ HSA plans during open enrollment and opting into the District prefund option. For those new employees selecting one of the available ABC or MESSA Balance+ HSA plans upon employment or for those employees experiencing a qualifying event during the year and selecting one of the available ABC or MESSA Balance+ HSA plans at that time, and who opt into the District prefund option, the district will prorate the annual single in-network ABC Plan 1 HSA deductible on a monthly basis. For example, a new employee starting in September and selecting an available HSA and opting into the District prefund option the district would prefund the deductible for September, October, November and December.
  7. The employee selecting an HSA and opting into the District prefund option shall have equal amounts of the single annual deductible deducted from his/her pays (20 or 24 annually) for that prefund.
  8. Employees electing an available ABC or or MESSA Balance+ HSA and opting into the District prefund option must sign a commitment letter to repay any prefunded amounts made and not repaid if the employee does not complete the entire calendar year for which the deductible was remitted by the district. The employee's signature constitutes authorization for payroll to withhold any amounts still owing from the prefunded deductible from the employee's pay. The signature also acknowledges that should there be insufficient funds through the payroll process to cover the amount due, the employee is still obligated to repay the funds to the district in a timely manner.

9. The Board will pay the premium amount only for the CHOICES plan subject to paragraph "a" below. The employee is responsible for any amount over the premium cost and any amount over the cap outlined in paragraph "11" below.
10. When the district prefunds an employee's HSA ABC Plan 1 annual single deductible as described above, the amount the district is responsible for shall not exceed the hard cap between the premium cost and the prefunded deductible.
11. The Board's annual contribution toward the medical insurance plan shall not exceed the hard cap as established by the state treasurer and shall be subject to adjustment, as provided by the state treasurer, in each coverage category based on the change in the medical care component of the U.S. CPI for the most recent 12-month period for which data is available.
12. Beginning in the 2011-12 contract year, members will be given the option of a debit card for eligible medical expenses administered through the ISD's Section 125 Flexible Spending Account.
13. Set Ultra-Dent Benefit Program for the employees' entire family with Preventative Benefits and Basic Benefits covered at 80% with a \$25 lifetime deductible and Major benefits at 80% with a \$25.00 annual deductible. An annual maximum of \$1,500 for each covered life. Orthodontic services covered at 80% with an annual deductible of \$50 and a lifetime maximum of \$3,000 per covered life. Plan includes Options A, F, G, S and full incentive. The benefit year is January 1 through December 31.
14. Vision coverage for the employees' entire family with the following benefit program schedule:
 

a.	Complete Vision Exam	\$125.00
b.	Single Vision Lenses	\$125.00
c.	Bifocal Lenses	\$150.00
d.	Trifocal Lenses	\$175.00
e.	Progressive Lenses	\$200.00
f.	Contact Lenses	\$250.00
g.	Frames	\$200.00
h.	Coatings (anti-scratch, UV, anti-reflective, photo-chromatic/ transition	\$100.00
i.	The benefit year is January 1 – December 31	
15. A \$30,000 term life insurance plan for the employee: and,
16. A long-term disability insurance with a 90-day or modified exact fill waiting period to include a benefit of 60% of salary, up to a \$3,000 per month limit.
17. It is understood that hospital/medical, dental, and vision benefits will be subject to internal/external coordination.
18. Employees will be given the option of a debit card for eligible medical expenses administered through the ISD's Section 125 Flexible Spending Account.
19. A complete explanation of medical, vision and dental benefits can be found on the Human Resources webpage on the Monroe ISD website.  
<http://www.monroeisd.us/departments/hr/benefits/>

- B. Upon application the Board will provide cash option of \$4,800 per plan year (January – December) in lieu of hospital/medical coverage. The Board shall formally adopt and finance a qualified plan document that complies with Section 125 of the Internal Revenue Code for this

benefit. In order to receive cash in lieu, employees must present proof of their coverage in another group healthcare plan.

- C. An employee and an employee's family members who are eligible for the health care insurance provided by this Section shall not be entitled to receive health care insurance coverage if they receive health care insurance coverage through another employer or through a spouse on the M.C.I.S.D. staff, with the following exceptions: (1) the health care double coverage prohibition shall not apply if the other employer will not permit its employees to drop the health insurance coverage provided through the other employer for the employee or the employee's family members and so states in writing to the Board; and (2) an employee who has family members who receive health insurance coverage as a result of a divorce decree shall be entitled to receive the health care insurance provided by this Section for those eligible family members who do not receive health care insurance as a result of the divorce decree. For the appropriate coverage, the employee shall verify in writing he/she is eligible for such coverage. Written verification shall be completed at the beginning of each year. After that time any employee with double health coverage shall reimburse the Board the cost of his/her health coverage for the duration of such double coverage.
- D. Changes in family status shall be reported by the employee in writing to the Human Resources Office within thirty (30) days of such changes. The employee shall be responsible for any overpayment of premiums by the Board in his/her behalf for failure to comply with this provision.

If an employee willfully terminates his/her employment prior to the end of his/her contractual work year, his/her Board paid subsidy shall terminate on the first of the month following. In instances where cost of coverage exceeds the amount of subsidy, the Board shall make provisions for the excess to be deducted from the balance of the employee's earnings. Each employee who completes his/her contractual obligation with the Board shall have their Board paid insurance premiums continued through the summer months and until September 30th of the next fiscal year. However, those employees who terminate their employment upon the completion of their contractual work year will have their insurance coverage continued through August 31st.

- E. A committee comprised of two bargaining unit members appointed by the MCIEA and two central office administrators appointed by the Superintendent will meet to study ways to contain/reduce insurance costs.

**SCHEDULE C**

**LONGEVITY**

- A. Longevity in the amounts listed below will be paid to each active employee covered by this Agreement who has completed at least the below listed years of service with the District on or before September 30th of the fiscal year in which it is to be paid and has been at the top of his/her salary schedule lane for at least one fiscal year.

	<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>
5 – 9 Years	\$1,675	\$1,775	\$1,875
10 – 14 Years	\$1,775	\$1,875	\$1,975
15 – 19 Years	\$1,875	\$1,975	\$2,075
20+ Years	\$2,075	\$2,175	\$2,275

The Longevity payment is to be made in one lump sum on the first pay period in December of each year.

- B. The approved “Seniority List” will be used to determine years of service for purposes of this “Schedule”.



## SCHEDULE D

### SCHOOL CALENDAR

- A. All calendars are “tentative” with certain days such as spring recess and the end of the school year subject to change in the event instructional days which are canceled due to reasons beyond the control of school authorities, such as “snow days”, must be made up.
- B. The calendars for each school year will be developed before the beginning of the contract year.

**SCHEDULE “D” School Year Programs Calendar 2024-2025**  
*(Educational Center, Transition Center, Youth Center and Monroe County Middle College)*

	Students	Staff	Contract
<b>August</b>	<b>0</b>	<b>4/6</b>	<b>4/6</b>
** New Staff In-Service			August 14 -15
** Opening Day for Staff/Prof. Dev.			August 26
** Professional Development			August 27 - 29
** No Staff/No Students			August 30
<b>September</b>	<b>20</b>	<b>20</b>	<b>21</b>
* Labor Day			September 2
Student’s First Day			September 3
Staff Planning: EC, TC, YC			September 18 (Students attend AM only)
<b>October</b>	<b>23</b>	<b>23</b>	<b>23</b>
Staff Planning: EC, TC, YC			October 16 (Students attend AM only)
<b>November</b>	<b>18</b>	<b>19</b>	<b>21</b>
** Professional Development			November 1
Records Day: EC, TC, YC			November 8 (Students attend AM only)
Staff Planning: EC, TC, YC			November 20 (Students attend AM only)
Student Half Day/Staff Planning: EC, TC, YC			November 27 (Students attend AM only/Staff Planning PM only)
* Thanksgiving Recess			November 28 - 29
<b>December</b>	<b>15</b>	<b>15</b>	<b>19</b>
Staff Planning: EC, TC, YC			December 18 (Students attend AM only)
* Winter Recess Begins			December 23
<b>January</b>	<b>19</b>	<b>19</b>	<b>20</b>
** No Staff/No Students			January 1 - 3
Classes Resume			January 6
Staff Planning: EC, TC, YC			January 15 (Students attend AM only)
** No Staff/No Students			January 20
Records Day: EC, TC, YC			January 24 (Students attend AM only)
<b>February</b>	<b>19</b>	<b>19</b>	<b>20</b>
* President’s Day			February 17
Staff Planning: EC, TC, YC			February 26 (Students attend AM only)
<b>March</b>	<b>16</b>	<b>16</b>	<b>16</b>
Staff Planning			March 19 (Students attend AM only)
* Spring Break			March 24 - 28
<b>April</b>	<b>21</b>	<b>21</b>	<b>22</b>
Records Day			April 4 (Students attend AM only)
** Good Friday			April 18
Staff Planning: EC, TC, YC			April 23 (Students attend AM only)

<b>May</b>		<b>21</b>	<b>21</b>	<b>22</b>
	Staff Planning: EC, TC, YC		May 21 (Students attend AM only)	
	* Memorial Day		May 26	
<b>June</b>		<b>10</b>	<b>10</b>	<b>10</b>
	Last Day Students: (EC, TC, YC)		June 13 (Students attend AM only)	
	Last Day Staff		June 13 (Full Day)	
	<b>Total Days:</b>	<b>182</b>	<b>187/189</b>	<b>198/200</b>
	<b>*No School</b>		<b>** No Students</b>	

**Staff Professional Development days:**

**August 26 - 29**

**November 1**

## SCHEDULE E

### RETIREMENT

Employees who are eligible to retire and receive full retirement benefits (30 years of service credit) under the Michigan Public School Employees Retirement System and meet the below listed requirements shall, upon retirement, receive a sum paid through a 403(b) Plan equal to one-half (1/2) of their accumulated illness/injury leave at their last work year's daily rate of pay. In the case of the death of an employee who is eligible to retire under Schedule "E", the retirement payment will be paid to said employee's estate.

To receive this benefit, the employee must meet all of the following requirements:

- A. Actively employed by the District for a minimum of twelve (12) years.
- B. Declare, in writing to the Board, an irrevocable letter of retirement no later than March 1st of the school year in which they plan to retire.
- C. Retirement must be at the completion of the contract year.
- D. Receive retirement benefits from the Michigan Public School Employees Retirement System.

Employees eligible for this benefit are not eligible to receive Illness/Injury Leave reimbursement under Article IX, A, part 8.

## SCHEDULE F

### EXTRACURRICULAR ACTIVITIES

All extracurricular activities are non-tenure positions, and no individual shall have an expectancy of employment in any extracurricular activity from one year to the next. Individuals will be appointed on a yearly basis, dependent upon the activity. All Schedule F positions will be posted, available to all employees, and those interested shall make a written application. The Association President will be notified if someone outside the district has been selected for a Schedule F assignment.

Mentor: \$700 per year (up to three years) for first mentee and additional \$350 per year for each additional mentee (limit of three mentees). A list of duties is set forth in the BEAP Handbook.

MCMC Quiz Bowl Coordinator: (1 position): \$400

MCMC Yearbook (if not offered as a class): \$600

MCMC National Honor Society Sponsor: (1 position at MCMC): \$400

MCMC Student Activities Committee: (1 position): \$400

MCMC Student Prevention Leadership Team: (1 position): \$400

Educational Center Yearbook: (1 position) \$400

Educational Center Spring Show: (2 - 3 positions): \$400 each

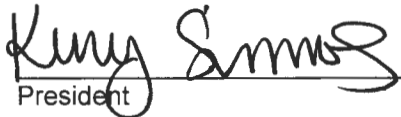
Staff selected for Schedule F positions will be paid the stipend the second pay of June after the supervisor provides Human Resources with a written statement that the assignment has been completed.

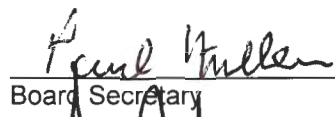
**RATIFICATION OF THE AGREEMENT**

This Master Agreement, containing sixteen (16) Articles, six (6) schedules, and three (3) Appendix forms is to be effective, October 1, 2024, through September 30, 2027, and shall constitute the full and complete commitment between the parties and may be altered, deleted from, or modified only through the voluntary mutual consent of both parties in a written and signed amendment to this Agreement. Said Agreement has been approved and ratified by the Education Association and the Board on the indicated dates as evidenced by the signatures of their authorized representatives.


**For the Education Association**

**For the Board**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Board Secretary

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Negotiation Chairperson

  
\_\_\_\_\_  
Negotiation Chairperson

Date  
9/3/24

Date  
9/4/24

## APPENDIX A

Placement includes, but is not limited to, assignment, transfer, or the filling of a position with employees with a teacher certification or newly hired teachers. Placement does not include reduction in force or recall decisions governed by Appendix D – Reduction of Staff. Consistent with Revised School Code Section 1248, teacher placement decisions shall be based on the following clear and transparent factors:

- A. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades, and school schedules.
- B. 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, Michigan's Administrative Rules for Special Education, and other applicable statutes and regulations.
- C. Teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249 and Article X of this Collective Bargaining Agreement.
- D. Teacher placement decisions will be guided by the following criteria:
  1. 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).
  2. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The teacher's certification, authorization, or approval status will be:
    - a. Determined by the Revised School Code, MDE's Teacher Certification Code, Michigan's Administrative Rules for Special Education, and other applicable statutes and regulations; and
    - b. Based on documentation on file with the Superintendent's office.
      - i. A teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.
      - ii. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
      - iii. 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, including:
    - c. Compliance with applicable State or Federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
    - d. Credentials needed for District, school, or program accreditation;

- e. 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;
  - f. 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;
  - g. Disciplinary record, if any;
  - h. Length of service in a grade level(s) or subject area(s);
  - i. Recency of relevant and comparable teaching assignments;
  - j. Previous effectiveness ratings and evaluations;
  - k. Attendance and punctuality;
3. Compliance with State and Federal law; and
4. Other relevant factors as may be determined as needed
- E. Length of service may be considered as a tiebreaker if a teacher placement decision involves two (2) or more teachers and all other factors distinguishing those teachers from each other are equal.

## APPENDIX B

APPENDIX B				
Suggested Timeline for Evaluation Framework				
Date	Probationary Support Staff (4 years of probation/annual evaluations)	Non-Probationary Staff (Evaluation every 3 years)	Probationary Teacher (5 Years of Probation/annual Evaluations)	Tenured Teacher (Evaluation every 3 years)
<b>September 15</b>	Refresher Training on evaluation framework.	Refresher Training on evaluation framework.	Refresher Training on evaluation framework.	Refresher Training on evaluation framework.
<b>September 30</b>	Supervisor and Support Staff will review work assignments per Article VII B (2) of the collective bargaining agreement.	Supervisor and Support Staff will review work assignments per Article VII B (2) of the collective bargaining agreement.		
<b>October 15</b>	Meeting to review the Evaluation Framework and conduct pre-observation conference.	Meeting to review the Evaluation Framework and conduct pre-observation conference.	-Teachers complete self-assessment in Evaluation Framework.  -Teachers and supervisors will develop two (2) specific performance goals.	-Teachers complete self-assessment in Evaluation Framework.  -Teachers and supervisors will develop two (2) specific performance goals.
<b>October 30</b>	IDP developed		-Teacher enters goals into the Professional Growth Plan in SFS.  - Conduct pre-observation conference.  -IDP developed	-Teacher enters goals into the Professional Growth Plan in SFS.  - Conduct pre-observation conference.
<b>November 15</b>	Formal Observation. The district will provide written feedback within 15 calendar days of the observation.	Formal Observation. The district will provide written feedback within 15 calendar days of the observation.	Formal Observation. The district will provide written feedback within 15 calendar days of the observation.	Formal Observation. The district will provide written feedback within 15 calendar days of the observation.
<b>February 15</b>			Mid-year progress report, supported with at least two (2) observations, if applicable. (For teachers in their 1st year of probation and teachers with ineffective/minimally effective on most recent annual evaluation)	Mid-year progress report, if applicable. (For teachers in their 1st year of probation and teachers with ineffective/minimally effective on most recent annual evaluation)
<b>April 15</b>	Formal Observation. The district will provide written feedback within 15 calendar days of the observation.	Formal Observation. The district will provide written feedback within 15 calendar days of the observation.	Formal Observation. The district will provide written feedback within 15 calendar days of the observation.	Formal Observation. The district will provide written feedback within 15 calendar days of the observation.
<b>May 15</b>	Written evaluation and feedback provided to employee.	Written evaluation and feedback provided to employee.	Written evaluation and feedback provided to employee.	Written evaluation and feedback provided to employee.



## APPENDIX C

Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that:

- A. Evaluates the employee's job performance in a year-end evaluation utilizing objective criteria, while providing timely and constructive feedback.

Teachers rated highly effective prior to July 1, 2024, or effective after July 1, 2024 on the three (3) most recent consecutive year-end evaluations may be evaluated every third year.

- B. Establishes clear approaches to measuring student growth and provides professional staff with relevant data on student growth
- C. Evaluates an employee's job performance, using rating categories of effective, developing, and needing support, which take into account student growth and assessment data or student learning objectives

Twenty percent (20%) of the year-end evaluation must be based on student growth and assessment data or student learning objectives metrics.

Evaluations must also comply with the following:

1. The portion of a teacher's year-end evaluation that is not based on student growth and assessment data or student learning objective metrics shall be based primarily on a negotiated year-end evaluation tool that utilizes other objective criteria for 80% of the year-end evaluation determination.
  2. Student growth also may be measured by student learning objectives or nationally normed or locally adopted assessments that are aligned to state standards, or based on achievement of individualized education program goals.
    - a. The teacher, in conjunction with their immediate supervisor and approved by department head, may be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.
    - b. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.
  3. Evaluations and feedback concerning the evaluation must be provided in writing to the teacher in accordance with the Suggested Timeline for Evaluation Framework – Appendix B; if a written evaluation is not provided, the teacher is deemed effective.
- D. Uses the evaluations, at a minimum, to inform decisions regarding all of the following:
1. The effectiveness of employees, so that they are given ample opportunities for improvement.
  2. Development of employees, including providing relevant coaching, instruction support, or professional development.
- E. Provides a mid-year progress report for every teacher who is in the first year of probation or has received a rating of minimally effective or ineffective or, after July 1, 2024, needing support or developing on the most recent year-end evaluation

This mid-year report shall supplement and not replace the year-end evaluation. The mid-year report shall:

1. Be based, at least in part, on student achievement.
2. Be aligned with the teacher's individualized development plan.
3. Include specific performance goals and any recommended training for the remainder of the school year, as well as written improvement plan developed in consultation with the teacher that incorporates the goals and training.
4. Include a mid-year progress report, supported with at least two (2) observations, and be completed in accordance with the Suggested Timeline for Evaluation Framework – Appendix B.

F. Includes classroom observations in accordance with the following:

1. Must include review of the lesson plan, State curriculum standards being taught, and student engagement in the lesson and the items described in this paragraph must be discussed during a post-observation meeting between the observer and the teacher.
2. Must include multiple observations unless the teacher has received an effective or higher rating on the last two (2) year-end evaluations.
3. Observations need not be for an entire class period but must not be less than fifteen (15) minutes.
4. One (1) observation may be unscheduled.
5. The school administrator responsible for the teacher's performance evaluation shall conduct at least one (1) of the observations.

Other observations may be conducted by other observers who are trained in the use of the evaluation tool as described below.

6. The District shall ensure that within fifteen (15) calendar days after each observation the teacher is provided with written feedback from the observation
7. For the purposes of conducting annual year-end evaluations under the performance evaluation system, the District will adopt and implement one (1) or more of the evaluation tools for teachers that are included on the list established and maintained by the MDE.

The evaluation tool(s) shall be used consistently among the schools operated by the District so that all similarly situated teachers are evaluated using the same evaluation tool.

8. There shall be at least 2 observations of an employee in each school year the employee is evaluated that are conducted at least 60 calendar days apart. The first observation shall occur in accordance with the Suggested Timeline for Evaluation Framework – Appendix B.

G. The District shall also:

1. Provide training to teachers on the evaluation tool(s) used by the District in its performance evaluation system and how each evaluation tool is used upon hire and annually provide refresher training.

A teacher rated as ineffective or, as of July 1, 2024, needing support on three (3) consecutive year-end evaluations may be dismissed from employment as a teacher with the District. In such an instance, all relevant evaluation documents may be used in the proceedings.

Prior to July 1, 2024, if a non-probationary teacher is rated as ineffective on an annual year-end evaluation, the teacher may request a review of the evaluation and the rating by the Superintendent. The request for a review must be submitted in writing within twenty (20) days after the teacher is informed of the rating. Upon receipt of the request, the Superintendent shall review the evaluation and rating and may make any modifications as appropriate based on review. However, the performance evaluation system shall not allow for a review as described in this subdivision more than twice in a three (3) school-year period.

If a teacher is rated as needing support, the teacher must be provided with the options related to review of the evaluation, including a written response, the ability to request mediation, and when appropriate, utilization of the grievance process or binding arbitration as set out in M.C.L. 380.1248.

## APPENDIX D

### A. Reduction in Force and Recall for Classroom Teachers

When making program and staffing decisions resulting in the elimination of a teaching position or the recall of a teacher to a vacant teaching position, the Board will retain the most effective classroom teachers who are certified and qualified to instruct courses within the applicable curriculum, academic levels, and departments. To the extent that the determinations involve Revised School Code Section 1248 requirements, the clear and transparent procedures of this Appendix guide the implementation of that statute.

#### 1. General Provisions

- a. Reduction in force and recall decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249, Article X and Appendix B.
- b. Decisions about the reduction and recall of teachers will be guided by the following criteria:

1. 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)

A probationary teacher rated as effective on the teacher's most recent annual year-end performance evaluation is not subject to displacement by a tenured teacher solely because the other teacher is tenured under the Teachers' Tenure Act.

#### 2. Teachers must be fully qualified for all aspects of their assignments, including:

- a. Compliance with applicable State or Federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
- b. Credentials needed for District, school, or program accreditation;
- c. 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;
- d. 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;
- e. Disciplinary record, if any;
- f. Length of service in a grade level(s) or subject area(s);
- g. Recency of relevant and comparable teaching assignments;
- h. Previous effectiveness ratings and evaluations;

- i. Attendance and punctuality;
  - j. Compliance with State and Federal law; and
  - k. Other relevant factors may be determined as needed.
3. Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.
    - a. Reduction and recall decisions will be based on the teacher's certification and qualifications in the District's records at the time of the decision.
    - b. A laid-off teacher must maintain current contact information (address, phone, and email address) with the Human Resources office.
    - c. Failure to maintain current contact information may negatively impact the teacher's recall.
  4. Before the Board authorizes a teacher reduction, Human Resources will notify, in writing, the affected teacher of an opportunity to respond, either in person or in writing, to the proposed reduction. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless he has been given a written notification of said action and a subsequent opportunity for Administrative review not later than thirty (30) calendar days following notification of such action.
  5. Human Resources will provide written notice of Board reduction in force or recall decisions to each affected teacher. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless he/she has been notified in writing of said discharge or layoff by June 25<sup>th</sup>. The exception to this rule will be those teachers employed in mandated programs in excess of 195 days who must be informed of discharge or layoff by May 20<sup>th</sup>.
  6. A teacher's length of service with the District or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.

B. Teacher reduction in force decisions will be implemented by the following:

1. If one (1) or more teaching positions are to be reduced, Human Resources 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 this Appendix.
2. 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 Appendix.
3. 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 consistent with Article VIII unless the Board determines that the District's educational interests would not be furthered by that assignment.
4. If more than one (1) teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant teaching assignment, Human Resources will fill the vacancy consistent with Article VIII unless the Board determines that the District's educational interests would not be furthered by that assignment.

5. If the reduction or recall decision involves more than one (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) will determine preference for reduction or recall.

C. Teacher Recall Process

1. A teacher is eligible for recall under this Appendix for a period not to exceed three years from the date the District implemented the reduction in force.
2. Human Resources will first identify the academic level(s) or department(s) where a teaching vacancy exists.
3. Before or in lieu of initiating the recall of a laid-off teacher, Human Resources may reassign teachers to fill vacancies in accordance with Article VIII.
4. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take either of the following actions to fill a vacancy:
  - a. recall the laid-off teacher who is certified and qualified for the vacancy, provided the teacher was rated at least effective. If more than one (1) laid-off teacher is certified and qualified for recall to a vacant teaching assignment, Human Resources will fill the vacancy consistent with Article VIII; or
  - b. post the vacancy and consider all applicants if Human Resources determines that:
    1. The District's educational interests would not be furthered by recalling an otherwise eligible laid-off teacher who meets the certification and qualification standards for the position, considering the factors in Article VIII; or
    2. No teacher on layoff meets the certification and qualification requirements for the position as otherwise stated herein.
5. Human Resources 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.
6. A laid-off teacher who is offered an interview for a vacancy and who fails to appear at that interview forfeits all rights to recall and continued employment.
7. 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 Human Resources, 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.

**APPENDIX E**

**GRIEVANCE REPORT**

Monroe County Intermediate School District  
1101 S. Raisinville Rd. - Monroe, Michigan  
Filed: \_\_\_\_\_

Grievance Number: \_\_\_\_\_  
Date \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Position: \_\_\_\_\_ Department: \_\_\_\_\_

**Level II**

**A. Date Cause of Grievance**

Occurred: \_\_\_\_\_

1. Section or Sections of the Master Agreement alleged to have been violated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Concise Statement of Grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Relief Sought by Grievant:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

**B. Disposition of Grievance by Immediate Supervisor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Immediate Supervisor

Date: \_\_\_\_\_

**C. Grievant Response to Immediate Supervisors Disposition:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

Date: \_\_\_\_\_

**Grievance Report**  
**(Page 2)**

Monroe County Intermediate School District  
1101 S. Raisinville Rd. - Monroe, Michigan

---

**Level III**

A. Date Received by Division Head: \_\_\_\_\_

B. Disposition of Grievance by Division Head:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
Signature of Division Head                      Date

C. Grievants Response to Division Head's Disposition of Grievance:

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\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
Signature of Grievant                      Date



**Grievance Report**

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Monroe County Intermediate School District  
1101 S. Raisinville Rd. - Monroe, Michigan

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**Level IV**

A. Date Received by Intermediate Superintendent: \_\_\_\_\_

B. Disposition of Grievance by Intermediate Superintendent:	
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_____	_____
Signature of Superintendent	Date

C. Grievants Response to Superintendent's Disposition of Grievance:	
_____	
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_____	
_____	_____
Signature of Grievant	Date

**Grievance Report**

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Monroe County Intermediate School District  
1101 S. Raisinville Rd. - Monroe, Michigan

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**Level V**

A. Date Received by President of the Board of Education: \_\_\_\_\_

B. Disposition of Grievance by Board of Education:

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\_\_\_\_\_  
Signature of Board President

\_\_\_\_\_  
Date

C. Grievants Response to Board of Education's Disposition of Grievance:

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Signature of Grievant

\_\_\_\_\_  
Date

**Grievance Report  
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Monroe County Intermediate School District  
1101 S. Raisinville Rd. - Monroe, Michigan

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**Level VI**

A. Date Notice to Refer to Arbitration Received by President of the Board of Education:

\_\_\_\_\_

B. Date Arbitration Hearing Held: \_\_\_\_\_

C. Disposition of Grievance by Arbitrator:

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Signature

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Date

## APPENDIX C

### SUGGESTED TIMELINES FOR SUPPORT STAFF EVALUATION FRAMEWORK

Month	Probationary Support Staff (4 years of probation/annual evaluations)	Non-Probationary Staff (evaluation every three years)
<b>August</b>	New Staff In-service presentation of Evaluation Framework.	
<b>September</b>	After initial year, in-service regarding framework and process, if necessary.  Supervisor and Support staff will review work assignments per Article VII B (2) of the collective bargaining agreement.	In-service regarding framework and process, if necessary.  Supervisor and Support staff will review work assignments per Article VII B (2) of the collective bargaining agreement.
<b>October</b>	Meeting to review the Evaluation Framework and conduct pre-observation conference	Meeting to review the Evaluation Framework and conduct pre-observation conference
<b>November-December</b>	Formal observation. A meeting will be scheduled within 2 weeks and held within 4 weeks of the formal observation to provide written feedback.	Formal observation. A meeting will be scheduled within 2 weeks and held within 4 weeks of the formal observation to provide written feedback
<b>March</b>	Formal observation. A meeting will be scheduled within 2 weeks and held within 4 weeks of the formal observation to provide feedback.	Formal observation. A meeting will be scheduled within 2 weeks and held within 4 weeks of the formal observation to provide written feedback.
<b>May</b>	Final evaluation complete by May 7 and delivered to HR department.	Final evaluation complete by May 7 and delivered to HR department.

Support Staff Evaluation Frameworks, including the Individual Development Plan can be found at the Human Resources webpage on the Monroe ISD website: <http://www.monroeisd.us/departments/hr/evaluations/>

The following disciplines will use the Support Staff Evaluation Framework for Large Group:

- Social Worker
- Occupational Therapist
- Physical Therapist
- Orientation and Mobility Specialist
- Behavior Coach
- Music Therapist
- Speech and Language Pathologist
- Mental Health Consultant
- Augmentative and Alternative Communication/Assistive Technology Consultant

The following disciplines will use the Support Staff Evaluation Framework specific to their discipline:

- School Counselor
- School Nurse
- School Psychologist

The following positions will share a framework:

- School Health Coordinator,
- Student Assistance Program Facilitator
- Educational Consultants Early Literacy Coach

