



MASTER AGREEMENT

BETWEEN THE

**Monroe County
Intermediate School District
Board of Education**

AND THE

**Education Association of the
Monroe County Intermediate School
District**

2021-2022 and 2022-2023 and 2023-2024

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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 17th day of May 2021 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".

ARTICLE I

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. 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. Distance Educator Instructor – Japanese
 33. Counselor
 34. School Nurse
 35. Early Literacy Coach
 36. Mental Health Consultant
 37. Augmentative and Alternative Communication (AAC)/Assistive Technology (AT) Consultant

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. If the teacher of record 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 \$35.00 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. 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.
- E. Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Law or Teacher Tenure Act. The rights granted to employees under the Master Contract shall be deemed to be in addition to those provided elsewhere.
- F. 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.
- G. 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 consider 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 provided annually to the employees covered by this Agreement.
- 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

Upon written authorization from the employee, the Board shall deduct from the salary of any employee 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.

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.
- 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. On or before September 15th of each year, employees will receive a copy of a "Conference Procedure" to be followed for that year. This "Procedure" will be determined annually by the Division Head, Supervisors and a representative of the Education Association.
 2. All available moneys in the conference budget will be distributed by June 15th of each year on an equitable basis to those employees who have attended a 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 Necessary 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>
2021-2022	182	187
2022-2023	182	187
2023-2024	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 as well as file and sign a written statement on the appropriate form 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 1st.

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 \$35 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 200 days.

- 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 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. The Board may grant a newly employed, experienced employee up to five (5) years credit on the salary schedule for previous appropriate experience. However, if a position remains vacant for a period of more than ninety (90) days, the Board may grant up to full credit on the salary schedule for previous appropriate experience. The Educational Association President will be notified, prior to Board approval, if such professional compensation is to be considered. Additionally, for an open position of more than 90 days, a candidate with B.A. schedule qualifications may be granted placement on the B.A. + 18 salary schedule after a joint review and agreement between the Board and the Education Association.

The Board will notify the President of the Education Association of any employee newly hired into the bargaining unit and where he/she is placed on the salary schedule.

- M. Employees who wish to take course work 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.
- N. As required by the State School Aid Act MCL 388.164h, teachers achieving Highly Effective on his/her evaluation shall be paid \$100 in merit pay by June 30 of that school year.

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 designate.
 - 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 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 designate and appropriate employees of the Education Association.
- I. The Board of Education recognizes that appropriate texts, library reference materials, maps, globes, audiovisual equipment, art supplies, athletic equipment, current periodicals, standardized tests 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 eight (8) hours a month beyond the regular schedule:
 - 1. Staff meetings as scheduled by the Intermediate Superintendent, Division Head, and the immediate Supervisor or when requested by the staff for appropriate reasons.
 - 2. Conferences with parents, employees or other educational specialists to implement students' study programs or to develop behavioral intervention plans.
 - 3. An annual open house as may be scheduled and at least two (2) evening parent-employee meetings each school 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. All employees shall file a copy of their birth certificate with the Human Resources Department or in lieu thereof, shall file other reasonable proof of date of birth.
- O. Employees will administer appropriate medication to students in accordance with Board of Education Policies and Administrative Guidelines.
- P. 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. Transition Facilitators and the Mobility Specialist will be eligible for approved costs in securing additional insurance to cover these activities.
- Q. Teachers are required to meet applicable standards for a Highly Qualified teacher not later than June 30, 2006.
- R. 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.

ARTICLE VIII

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 his/her immediate Supervisor no later than February 1. This statement shall indicate the position and school district to which the employee wishes to be assigned.
- 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.

ARTICLE IX

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. Any employee who has been absent from work because of illness or injury must complete and submit an “Absence Report” postmarked or personally delivered on the first day after returning to work. Failure to comply with this requirement may cause the employee to lose illness/injury leave credit for the period of time.
 7. 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.
 8. 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.
 9. 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 \$60 per day.

B. Necessary Business/Emergency 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 Necessary Business/Emergency 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 Necessary Business Day per school year.
2. An employee wishing to use his/her Necessary Business/Emergency Day(s) shall indicate this desire to his/her immediate Supervisor as well as file and sign a written statement on the appropriate form at least two (2) days in advance, except in emergency situations.
3. The written form will indicate that the use of the Necessary Business/Emergency 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 form will require the approval of the immediate Supervisor, Division Head and Superintendent or his designate.
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. Necessary Business/Emergency 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 Necessary Business/Emergency Days may be accrued to a maximum of three days in any one year and any other unused Necessary Business/Emergency 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. A written "Absence Report" will be filed with the immediate Supervisor stating 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 5th and 6th 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.

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 Superintendent 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 Superintendent 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 an 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 by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility 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 at the election of either the Board or the employee. 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.

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.
5. 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.
6. 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.
7. Upon return from such a leave, the employee shall be guaranteed a position in the same discipline.
8. 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.

ARTICLE X

PROFESSIONAL BEHAVIOR AND SUPPORT STAFF 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.
- 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 will take place no later than May 1st of each school year. (See Appendix C for Support Staff Evaluation Timelines)
 - b. This oral conference will be followed within one (1) week by a written formal evaluation report and a review of this written evaluation report by the Supervisor with the support staff being evaluated
 - c. 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.
 - d. The written evaluation report shall include specific statements regarding the support staff's professional performance. However, this formal evaluation procedure does not preclude the Administration from making informal evaluations regarding a support staff's professional performance and including such information in the oral and written evaluation reports when such data can be substantiated. When such substantiating data involves the observation of a support staff performance by someone other than the evaluator, such person will be familiar with the support staff professional performance. The substantiating data shall be in the form of a written and signed statement by the person who observed the mentioned behavior.
 - e. 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/>
 - f. 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.

- g. 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.

ARTICLE XI

DISCIPLINARY ACTION

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

- A. A support staff 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 support staff'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.

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 SUPPORT 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 not 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 a 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 a 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. 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.
- G. 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.

- H. 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 25th. 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 20th.
 - 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.
- I. A representative of the Education Association and a representative of the Board will meet to clarify procedures of support staff layoffs.
- J. A seniority list will be provided to the Education Association yearly.
- K. Copies of layoff notices and recalls of support staff will be provided to the Education Association.
- L. 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.
- M. 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.

ARTICLE XIV

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 or Vacation 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. A grievance shall be a claim by an employee or the Education Association that there has been a violation, misinterpretation or misapplication of the terms of this contract.
- B. An "Education Association Grievance" is an alleged violation, misinterpretation or misapplication of the contract as it affects more than one employee and more than one supervisor. Said Education Association grievance may be processed directly to Level Three of the grievance procedure, but, 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.
 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:

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 a 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					
2021-2022 Wage Schedule					
198/200 contractual days					
(FOR THOSE EMPLOYEES HIRED BEFORE <i>December 19, 2012</i>)					
Step	B.A	B.A + 18	B.A. + 30	B.A. + 45	B.A. + 60*
1	\$47,945	\$49,777	\$51,800	\$54,011	\$56,691
2	\$50,391	\$52,296	\$54,384	\$56,712	\$59,509
3	\$52,867	\$54,858	\$57,031	\$59,488	\$62,323
4	\$55,291	\$57,407	\$59,639	\$62,149	\$65,098
5	\$58,003	\$60,152	\$62,529	\$65,098	\$68,117
6	\$60,665	\$62,917	\$65,372	\$68,042	\$71,140
7	\$63,358	\$65,667	\$68,249	\$70,969	\$73,311
8	\$66,007	\$68,438	\$71,062	\$73,930	\$77,161
9	\$69,433	\$71,922	\$73,906	\$76,837	\$80,172
10			\$76,753	\$79,754	\$83,200
11			\$80,409	\$82,692	\$86,239
12				\$86,515	\$90,198

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

**Employees who have 90 hours or more in a relevant approved planned program will receive additional compensation equal to 2% of the appropriate B.A.+60 salary.*

- A. This salary schedule is the basic salary schedule for employees for the 2021-2022 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. Support Staff must receive Effective or Highly Effective on their evaluation in order to receive a step increase and/or to advance on the longevity scale.
- Steps +1.5% Increase Applied

Schedule A					
2021-2022 Wage Schedule					
198/200 contractual days					
(FOR THOSE EMPLOYEES HIRED ON OR AFTER December 19, 2012)					
Step	B.A.	B.A.+18	B.A.+30	B.A.+45	B.A.+60*
1	\$47,945	\$49,777	\$51,800	\$54,011	\$56,691
2	\$49,494	\$51,360	\$53,843	\$56,331	\$59,083
3	\$51,046	\$52,941	\$55,886	\$58,655	\$61,476
4	\$52,596	\$54,523	\$57,930	\$60,976	\$63,871
5	\$54,147	\$56,104	\$59,974	\$63,298	\$66,263
6	\$55,698	\$57,687	\$62,019	\$65,621	\$68,657
7	\$57,248	\$59,267	\$64,060	\$67,944	\$71,051
8	\$58,799	\$60,850	\$66,104	\$70,264	\$73,444
9	\$60,350	\$62,430	\$68,147	\$72,586	\$75,837
10	\$61,900	\$64,013	\$70,191	\$74,909	\$78,231
11	\$63,451	\$65,594	\$72,235	\$77,230	\$80,626
12	\$65,002	\$67,177	\$74,279	\$79,553	\$83,018
13	\$66,554	\$68,758	\$76,321	\$81,874	\$85,412
14	\$68,103	\$70,340	\$78,367	\$84,197	\$87,804
15	\$69,433	\$71,922	\$80,409	\$86,515	\$90,198

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

**Employees who have 90 hours or more in a relevant approved planned program will receive additional compensation equal to 2% of the appropriate B.A.+60 salary.*

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- 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. Support Staff must receive Effective or Highly Effective on their evaluation in order to receive a step increase and/or to advance on the longevity scale.
Steps +1.5% Increase Applied

Schedule A					
2022-2023 Wage Schedule					
198/200 contractual days					
(FOR THOSE EMPLOYEES HIRED BEFORE December 19, 2012)					
Step	B.A	B.A + 18	B.A. + 30	B.A. + 45	B.A. + 60*
1	\$48,664	\$50,524	\$52,577	\$54,821	\$57,541
2	\$51,147	\$53,080	\$55,200	\$57,563	\$60,402
3	\$53,660	\$55,681	\$57,886	\$60,380	\$63,258
4	\$56,120	\$58,268	\$60,534	\$63,081	\$66,074
5	\$58,873	\$61,054	\$63,467	\$66,074	\$69,139
6	\$61,575	\$63,861	\$66,353	\$69,063	\$72,207
7	\$64,308	\$66,652	\$69,273	\$72,034	\$74,411
8	\$66,997	\$69,465	\$72,128	\$75,039	\$78,318
9	\$70,475	\$73,001	\$75,015	\$77,990	\$81,375
10			\$77,904	\$80,950	\$84,448
11			\$81,615	\$83,932	\$87,533
12				\$87,813	\$91,551

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

**Employees who have 90 hours or more in a relevant approved planned program will receive additional compensation equal to 2% of the appropriate B.A.+60 salary.*

- A. This salary schedule is the basic salary schedule for employees for the **2022-2023** 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. Support Staff must receive Effective or Highly Effective on their evaluation in order to receive a step increase and/or to advance on the longevity scale.
- Steps **+1.5%** Increase Applied

Schedule A
2022-2023 Wage Schedule
198/200 contractual days
(FOR THOSE EMPLOYEES HIRED ON OR AFTER December 19, 2012)

Step	B.A.	B.A.+18	B.A.+30	B.A.+45	B.A.+60*
1	\$48,664	\$50,524	\$52,577	\$54,821	\$57,541
2	\$50,236	\$52,130	\$54,651	\$57,176	\$59,969
3	\$51,812	\$53,735	\$56,724	\$59,535	\$62,398
4	\$53,385	\$55,341	\$58,799	\$61,891	\$64,829
5	\$54,959	\$56,946	\$60,874	\$64,247	\$67,257
6	\$56,533	\$58,552	\$62,949	\$66,605	\$69,687
7	\$58,107	\$60,156	\$65,021	\$68,963	\$72,117
8	\$59,681	\$61,763	\$67,096	\$71,318	\$74,546
9	\$61,255	\$63,366	\$69,169	\$73,675	\$76,975
10	\$62,829	\$64,973	\$71,244	\$76,033	\$79,404
11	\$64,403	\$66,578	\$73,319	\$78,388	\$81,835
12	\$65,977	\$68,185	\$75,393	\$80,746	\$84,263
13	\$67,552	\$69,789	\$77,466	\$83,102	\$86,693
14	\$69,125	\$71,395	\$79,543	\$85,460	\$89,121
15	\$70,474	\$73,001	\$81,615	\$87,813	\$91,551

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

**Employees who have 90 hours or more in a relevant approved planned program will receive additional compensation equal to 2% of the appropriate B.A.+60 salary.*

- A. This salary schedule is the basic salary schedule for employees for the **2022-2023** 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. Support Staff must receive Effective or Highly Effective on their evaluation in order to receive a step increase and/or to advance on the longevity scale.
Steps **+1.5%** Increase Applied

Schedule A					
2023-2024 Wage Schedule					
198/200 contractual days					
(FOR THOSE EMPLOYEES HIRED BEFORE December 19, 2012)					
Step	B.A	B.A + 18	B.A. + 30	B.A. + 45	B.A. + 60*
1	\$49,394	\$51,282	\$53,366	\$55,643	\$58,404
2	\$51,914	\$53,877	\$56,028	\$58,426	\$61,308
3	\$54,465	\$56,516	\$58,755	\$61,286	\$64,207
4	\$56,962	\$59,142	\$61,442	\$64,027	\$67,066
5	\$59,756	\$61,970	\$64,419	\$67,066	\$70,176
6	\$62,499	\$64,819	\$67,348	\$70,099	\$73,290
7	\$65,273	\$67,652	\$70,312	\$73,114	\$75,527
8	\$68,002	\$70,507	\$73,210	\$76,165	\$77,161
9	\$71,532	\$74,096	\$76,140	\$79,159	\$82,595
10			\$79,073	\$82,165	\$85,715
11			\$82,839	\$85,191	\$88,846
12				\$89,130	\$92,924

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

**Employees who have 90 hours or more in a relevant approved planned program will receive additional compensation equal to 2% of the appropriate B.A.+60 salary.*

- A. This salary schedule is the basic salary schedule for employees for the **2023-2024** 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. Support Staff must receive Effective or Highly Effective on their evaluation in order to receive a step increase and/or to advance on the longevity scale.
- Steps **+1.5%** Increase Applied

Schedule A					
2023-2024 Wage Schedule					
198/200 contractual days					
(FOR THOSE EMPLOYEES HIRED ON OR AFTER <i>December 19, 2012</i>)					
Step	B.A.	B.A.+18	B.A.+30	B.A.+45	B.A.+60*
1	\$49,394	\$51,282	\$53,366	\$55,643	\$58,404
2	\$50,990	\$52,912	\$55,471	\$58,034	\$60,869
3	\$52,589	\$54,541	\$57,575	\$60,428	\$63,334
4	\$54,186	\$56,171	\$59,681	\$62,819	\$65,801
5	\$55,783	\$57,800	\$61,787	\$65,211	\$68,266
6	\$57,381	\$59,430	\$63,893	\$67,604	\$70,732
7	\$58,979	\$61,058	\$65,996	\$69,997	\$73,199
8	\$60,576	\$62,689	\$68,102	\$72,388	\$75,664
9	\$62,174	\$64,316	\$70,207	\$74,780	\$78,130
10	\$63,771	\$65,948	\$72,313	\$77,173	\$80,595
11	\$65,369	\$67,577	\$74,419	\$79,564	\$83,063
12	\$66,967	\$69,208	\$76,524	\$81,957	\$85,527
13	\$68,565	\$70,836	\$78,628	\$84,349	\$87,993
14	\$70,162	\$72,466	\$80,736	\$86,742	\$90,458
15	\$71,531	\$74,096	\$82,839	\$89,130	\$92,924

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

**Employees who have 90 hours or more in a relevant approved planned program will receive additional compensation equal to 2% of the appropriate B.A.+60 salary.*

- A. This salary schedule is the basic salary schedule for employees for the **2023-2024** 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. Support Staff must receive Effective or Highly Effective on their evaluation in order to receive a step increase and/or to advance on the longevity scale. Steps **+1.5%** 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, 2018, and expires on September 30, 2021:

- 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 \$1,400/\$2,800 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. 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 1st or the first banking day for each year of the contract for those employees electing one of the available ABC HSA plans during open enrollment and opting into the District prefund option. For those new employees selecting one of the available ABC HSA plans upon employment or for those employees experiencing a qualifying event during the year and selecting one of the available ABC 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.
 6. 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.
 7. Employees electing an available ABC HAS 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.
 8. 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.
 9. 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.

10. 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.
 11. 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.
 12. 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.
 13. Ultra Vision Plan V 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	
 14. A \$30,000 term life insurance plan for the employee: and,
 15. 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.
 16. It is understood that hospital/medical, dental, and vision benefits will be subject to internal/external coordination.
 17. Employees will be given the option of a debit card for eligible medical expenses administered through the ISD's Section 125 Flexible Spending Account.
 18. 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 \$4800 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.

Per LOA Dated 11-9-21	2021-2022	2022-2023	2023-2024
10 – 14 Years	\$1475	\$1575	\$1675
15 – 19 Years	\$1575	\$1675	\$1775
20 – 24 Years	\$1675	\$1775	\$1875
25+ Years	\$1775	\$1875	\$1975

The Longevity payment is to be made in one lump sum on the first pay 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”

2021-2022 Calendar

School Year Programs Calendar

(Educational Center, Transition Center, Youth Center and Monroe County Middle College)

#Staff will have 4 days of Professional Development the week of 8/27/18

	Students	Staff	Contract
August	0	2/4	2/4
** New Staff In-Service			August 26-27
** Professional Development			August 30 [#]
** Opening Day for Staff/Prof. Dev.			August 31
September	18	20	21
** Professional Development			September 1-2 [#]
* No Staff/No Students			September 3
* Labor Day			September 6
Student’s First Day			September 7
Staff Planning: EC, TC			September 22 (Students attend AM only)
October	20	21	21
Staff Planning: EC, TC			October 20 (Students attend AM only)
** Professional Development			October 29
November	20	20	22
Records Day: EC, TC, YC			November 12 (Students attend AM only)
Staff Planning: EC, TC			November 17 (Students attend AM only)
* Thanksgiving Recess			November 25-26
December	16	16	21
Staff Planning: EC, TC			December 15 (Students attend AM only)
* Winter Recess Begins			December 23
January	19	19	19
** No Staff/No Students			January 3
Classes Resume			January 4
Records Day: EC, TC, YC			January 14 (Students attend AM only)
** No Staff/No Students			January 17
Staff Planning: EC, TC			January 19 (Students attend AM only)
February	19	19	20
Staff Planning: EC, TC			February 16 (Students attend AM only)
* President’s Day			February 21
March	23	23	23
Records Day: EC, TC, YC			March 18 (Students attend AM only)
Staff Planning: EC, TC			March 23 (Students attend AM only)
April	15	15	16
* Spring Break			April 4-8
Classes Resume			April 11
* Good Friday			April 15
Staff Planning: EC, TC			April 20 (Student attend AM only)

May		21	21	22
	Staff Planning: EC, TC	May 18		
	* Memorial Day	May 30		
June		11	11	11
	Last Day Students: (EC, TC, YC)	June 15 (Students attend AM only)		
	Last Day Staff	June 15 (Full Day)		
	Total Days:	182	187/189	198/200

*No School

** No Students

#Staff will have 4 days of Professional Development the week of 8/30/21

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 fifteen (15) 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 and those interested shall make written application. The Association President will be notified if someone outside the district has been selected for a Schedule F assignment.

Mentor: \$600 per year (up to three years) for first mentee and additional \$250 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): \$300

MCMC Yearbook (if not offered as a class): \$500

MCMC National Honor Society Sponsor: (1 position at MCMC): \$300

MCMC Student Activities Committee: (1 position): \$300

MCMC Student Prevention Leadership Team: (1 position): \$300

Educational Center Yearbook: (1 position) \$300

Educational Center Spring Show: (2 positions): \$300 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, 2021, through September 30, 2024, 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

Kenny R. Summons
President

[Signature]
Vice-President

Kenny R. Summons
Negotiation Chairperson

Date 6/29/2021

For the Board

Paul A. Miller
Board Secretary

[Signature]
Superintendent

[Signature]
Negotiation Chairperson

Date 6/30/2021

APPENDIX A

LEAVE REQUEST FORM

EMPLOYEE: _____ REGULAR WORK HOURS: _____

SOCIAL SECURITY #: _____ TO _____

MONROE COUNTY INTERMEDIATE SCHOOL DISTRICT

EMPLOYEE ABSENCE REPORT

- | | |
|---|--|
| <input type="checkbox"/> Illness - Injury | <input type="checkbox"/> Illness-Injury (other than self)
Relationship: _____ |
| <input type="checkbox"/> Necessary Business/Emergency | <input type="checkbox"/> Vacation |
| <input type="checkbox"/> Funeral
Relationship: _____ | <input type="checkbox"/> Other _____ |

I () wish to be () was absent on the following day(s): _____

Reason for Absence: _____

If only part of day: Time Left: _____ Time Returned: _____

Doctor's name, address and telephone number, if requested: _____

I, the undersigned, state that I will (have) use(d) the day(s) requested for the purpose as indicated above and assure the Administration that such day(s) will (have) not be (been) used for inappropriate purposes. I understand that the misuse of this absence request will be justifiable cause for disciplinary action.

Employee Signature: _____ Date: _____

- Approved***
 Not Approved

Supervisor and/or Director

- Approved***
 Approved with Loss of Pay
 Loss of Pay

Assistant Superintendent of Human Resources
and Legal Counsel

*Approval with pay is always conditional upon employee having such days accrued.

1. Except in cases of emergency, employees desiring to take a necessary business/emergency day shall indicate same to their immediate supervisor at least two (2) days in advance.
2. Funeral leave should be requested as soon as the need is known, and the request must note the relationship of the deceased.
3. Illness/Injury leave for medical and dental appointments should be requested at least two (2) days prior to the requested date.
4. A report should be completed and submitted to the appropriate administrator the first day after returning to work following absence due to illness.

WAS THIS INJURY OR ILLNESS DIRECTLY RELATED TO OR CONTRACTED THROUGH YOUR JOB ASSIGNMENT?

() YES () NO

APPENDIX B

GRIEVANCE REPORT

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

Grievance Number: _____
Date Filed: _____

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:

Signature of Division Head

Date

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

Signature of Grievant

Date

Grievance Report

(Page 3)

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

Level IV

A. Date Received by Intermediate Superintendent: _____

B. Disposition of Grievance by Intermediate Superintendent:

Signature of Superintendent Date

C. Grievants Response to Superintendent's Disposition of Grievance:

Signature of Grievant Date

Grievance Report

(Page 4)

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

Level V

A. Date Received by President of the Board of Education: _____

B. Disposition of Grievance by Board of Education:

Signature of Board President

Date

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

Signature of Grievant

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)
August	New Staff In-service presentation of Evaluation Framework.	
September	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.
October	Meeting to review the Evaluation Framework and conduct pre-observation conference	Meeting to review the Evaluation Framework and conduct pre-observation conference
November-December	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
March	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.
May	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