

**Master Agreement
between
Monroe Public Schools
Board of Education
and
Monroe City Education
Association MEA/NEA**



August 16, 2025 to August 15, 2026

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MASTER AGREEMENT INTRODUCTION

This agreement entered into August 16, 2025, by and between the Monroe Public School District of the City of Monroe, Monroe County, Michigan, hereinafter called the "Board" and the Monroe City Education Association, hereinafter called the "Association". This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. Any individual contract between the Board and the individual member, heretofore executed shall be made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement and therefore agree that negotiations will not be reopened on any item except upon mutual agreement, during the life of the Agreement.

ARTICLE I: RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all full-time and regular part-time certified classroom teaching personnel employed by the Board in all contractual relations with the Board. Such representation shall exclude the superintendent, assistant superintendents, all directors, principals, assistant principals, and all other persons engaged 40% of the time in the direct administration and supervision of certified personnel. This also excludes driver training instructors, summer schoolteachers, adult education instructors and teacher substitutes. The term "member" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined.
- B. The Board agrees not to negotiate with any member or members' organization other than the Association for the duration of this Agreement.

ARTICLE 2: MEMBER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every member employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not in any way discourage or deprive or coerce any member in the enjoyment of any rights conferred by the act or other laws of Michigan or the Constitution of Michigan and the United States.
- B. Nothing contained herein shall be construed to deny or restrict any member the rights the member may have under the Michigan General School Laws or other applicable laws and regulations.
- C. Members will be entitled to full rights of citizenship and no religious activity of any member, or the lack thereof will be grounds for any discipline or discrimination with respect to the employment of such member.
- D. Members hired after the first day of the legal school year shall be offered contracts for the

remainder of the full legal school year. If they are then offered additional probationary contracts, they shall be for the full legal school year(s). In the last year of probation, the Board may offer either a contract for the full school year or a contract ending the anniversary date of their first employment date.

- E. It is further agreed that the Board shall not discriminate against any member with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board.
- F. The provisions of this Agreement and wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory and without regard to race, creed, religion, color, sex, age, marital status, or national origin.

G. Discipline

1. When a member is found to be in violation of this contract, discipline, when necessary, will be applied according to a progressive scale of severity as follows: verbal warning, written reprimand, temporary suspension without pay, and discharge when the severity of the offense warrants it. The district will consult with the Association to define the full progressive scale in the Employee Handbook, including any necessary updates. This handbook will be provided to all members digitally via the district website.
 2. When a member is issued a conference summary or discipline the administrator, the member, and the association representative (if present) shall testify by signature on an appropriate form that a conference summary or discipline was issued. In cases where a teacher leaves school for more than 30 minutes without proper notification to and approval from the appropriate building administrator, the teacher's pay shall be reduced in accordance with the amount of unexcused time. The above action shall be subject to the professional grievance procedure hereinafter set forth.
 3. Discipline shall be subject to the grievance procedure set forth herein. Discipline of tenured members for more than seven (7) days unpaid suspension, but less than fourteen (14) days unpaid suspension, for one instance, may be submitted to arbitration. All other discipline, including all discipline for probationary members, shall not be arbitrable. Paid administrative leave is non-disciplinary.
 4. Discipline of members whose employment is regulated by the Teachers Tenure Act, MCL 38.71 et seq., shall be subject to the terms of that act, including standards for the imposition of discipline.
- H. The members will have the right to review the contents of their personnel file and/or site file originating after original employment and to have a representative of the Association accompany them in such review.
 - I. No material originating after employment will be placed in the personnel file unless the member has had an opportunity to review the material, sign, and date same. The member may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If a member believes that material to be placed in the file is in error, a bargaining unit member may receive adjustment provided cause is shown through the grievance procedure, whereupon the material will be corrected and expunged. A member will receive a letter informing the bargaining unit member when any material has been expunged from the file. If the member is asked to sign material placed in the file, such signature shall be

understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. Personnel information related to supplemental contracts shall be filed in a section of the individual personnel file segregated from regular teaching materials.

- J. If a member is to be disciplined or reprimanded, the member shall be entitled to have a representative of the Association present to advise the member of the member's rights as provided for under the Weingarten Rights of the NLRB. The administration should inform the member of this right before reprimanding or disciplining the member. Any disciplinary action taken against a member shall be appropriate to the behavior which precipitates said action.
- K. Any such discipline, reprimand or reduction in rank, compensation or advantage shall be subject to the professional grievance procedure hereinafter set forth. A member may use the grievance procedure defined herein to address an evaluation rating of "needing support" only in accordance with the terms of MCL 380.1249(2)(l)(iii). All information forming the basis for disciplinary action will be made available to the member and Association. The Board, in recognition of the concept of progressive correction, shall notify the member in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period of time for correction. Alleged breaches of discipline shall be promptly reported to the offending member.
- L. No action shall be taken on any complaint directed toward a member nor shall any notice thereof be included in said member's personnel file unless such matter is reported in writing to the member concerned.
- M. Member may use inter-building mail for communications to other staff members regarding school business.
- N. Committee Membership

The district shall provide legal counsel and defense of any member who is sued for the specific performance of their job duties or district-approved participation in district-led initiatives.

NOTE: In addition to these stated contractual rights, all employees have rights under Board policies and legal protections. A number of these are included in the employee handbook which is provided to all employees and is available on the district website under "employee services." Pertinent Board policies and legal notices can be found therein. All employees are encouraged to be familiar with this, and all other information found in the Employee Handbook. The district is open to suggestions on additional information that should be included in the handbook. Please feel free to make suggestions in writing to the Human Resources Office.

ARTICLE 3: ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when custodial service is required, the Board may make the standard charge therefore and provided further that such use shall be approved by the principal. No charge shall be made for use of school rooms before commencement nor following the close of the regular school day.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with nor interrupt normal school operations and provided further that principal approval has been obtained.

- C. The Association shall have the right to use that building equipment designated for general staff use when such equipment is not otherwise in use. Use of other building equipment may be requested of the building principal but is subject to his/her approval. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. All equipment must remain on the premises.
- D. The Association shall have the right to post official notices of its activities and matters of Association concern on member lounge bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service, email services, and member mailboxes for communications to members when such communications relate to official business of the M.C.E.A. and do not require inter-building transfer of funds. No ~~teacher~~ member shall be prevented from wearing official insignia, pins, or other identification of membership in the Association either on or off school premises.
- E. The Board agrees to furnish to the Association in response to its requests such readily available information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the members and their students.
- F. The Association President will be informed when any major new or modified construction programs or revisions of education policy is under consideration and the Association through the President solicits the opportunity to advise the Board with respect to such matters to their adoption and/or general publication.
- G. It is expressly understood that no member of the administration or secretarial staff will assume responsibility for posting or distribution of material for the Association of any other member organization.
- H. In order that the Association may make intelligent and informed decision on behalf of its members, the Association President will have delivered through the school mail, School Board agendas, minutes of the School Board meetings, school handbooks of all schools that develop them, Board policies and revisions and Board meeting packets.
- I. The Board will allow Association representatives time off to attend state and/or national association workshops, conferences, conventions, and other activities, provided that the total of time taken will not exceed sixty (60) days per school year. In addition to the 60 days provided herein, the Association President shall have the ability to use 15 days for Association business. A released time for arbitration shall not be included in the sixty (60) Association days. The Board reserves the right to regulate the number of Association representatives released under this clause. In the event the need for additional days arises, the Association President and the superintendent, through mutual agreement, can extend the days. Requests for Association Days must be submitted at least five (5) working days before the day is requested (except in emergencies) and contain the endorsement of the Association President.

ARTICLE 4: RIGHTS OF THE BOARD

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised by the Board.
 - 1. The executive management and administrative control of the school system and its properties, facilities, equipment, and the activities of its employees' working hours.
 - 2. Hire all employees and subject to the provisions of law and this Agreement to determine

their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, lay-off or demotion and to promote and transfer all such employees.

3. Establish levels and courses of instruction including special programs and to provide for athletic, recreational, and social events for students as deemed necessary or advisable by the Board.
4. Decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature. Recommendations of the building and/or district committee(s) and the Central Curriculum Committee shall be heard by the Board. All building and district committees shall follow the district procedures for curriculum proposals.
 1. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules, and standards of operation; the means, methods and processes of carrying on the work including automation or contracting thereof or changes therein and the institution of new and/or improved methods or changes therein.
 2. Adopt rules and regulations.
 3. Determine the number and locations or relocation of its facilities, including the establishment or relocations of new school buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities thereof.
 4. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided in this Agreement.
 5. Determine the policy affecting the selection of employees, providing that such selection shall be based upon lawful criteria.
- B. The matters contained in this Agreement and/or exercise of such rights of the Board are not subject to further negotiations between the parties during the terms of this Agreement unless by mutual consent.
- C. Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board or the Superintendent under the laws or constitution of the State of Michigan, specifically the right and responsibilities as conferred under The School Code and Tenure Laws are preserved.
- D. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

ARTICLE 5: GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of members. Both parties agree that proceedings shall be kept informal and confidential as may be appropriate. It will be the general practice of all parties in interest to process grievances during times which do not interfere with assigned duties.

B. Definition

A claim by a member that there has been a violation, misinterpretation, or misapplications of any provision of this Agreement may be processed as a grievance as hereinafter provided. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the following grievance procedure, with the exception of matters covered by the Teacher Tenure Law. The grievance procedure shall not apply to any matter which is prescribed by law or state regulations or over which the Board is without power to act. No Board prerogative shall be made the subject of a grievance. The provisions of insurance contracts and policies as named in the Master Agreement shall not be made the subject of a grievance as long as the employer pays the correct premiums. The association may file a grievance on behalf of the membership if a violation of the terms of the master agreement impacts the entire membership or if there are multiple members involved. In such a case, where less than the entire membership is impacted, the association shall attach a list of all members who have been impacted by the alleged violation as the grievance is filed and shall include the relief sought, and the association shall be granted a 5-day filing extension if needed.

C. Procedure

Step 1: Within fifteen (15) working days of the time a grievance arises, the member either singularly or accompanied by the A.R. will orally present the grievance to the appropriate principal during non-teaching hours. Grievances that involve more than one building may be initiated with the Executive Director of Human Resources. If the Association chooses to have someone other than the local building representative accompanies the grievant, the Association shall so inform the principal and the principal, in such cases, shall have the option of denying the grievance without hearing and advancing the grievance to the next level. Within five (5) working days after presentation of the grievance, the principal shall give an answer orally to the employee.

Step 2: Within five (5) working days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and lodged with the chairperson of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the Grievance Chairperson) and presented to the principal. Within five (5) school days after receiving the grievance, the principal shall communicate an answer, in writing, to the Grievance Chairperson and/or designee, if applicable, and grievant.

Step 3: If the grievance is not resolved in Step 2, the Grievance Chairperson may, within five (5) working days of receipt of the principal's answer, submit to the Superintendent the written grievance signed by the grievant. The Executive Director of Human Resources shall meet with the Grievance Chairperson within five (5) working days in an effort to resolve the grievance and present to the Grievance Chairperson a written answer to the grievance within five (5) working days after the conclusion of such meeting. If further investigation is needed, additional

time may be allowed by mutual agreement of the Executive Director of Human Resources and the Grievance Chairperson.

Step 4: If the grievance is not settled at step three, the Executive Board of the Association may choose to present the facts of the grievance, with or on behalf of the grievant, to the Professional Council or to arbitration. If presented to the Professional Council, the grievant(s) and/or the grievance chair will present the facts of the grievance to the council. Following such presentation the Professional Council will discuss the grievance, and the superintendent will render a decision in writing. Once the grievance has been presented to the council and a decision is rendered, the grievance is not eligible for arbitration. Only the MCEA/MEA or the Board may refer the matter to arbitration, provided that notice to refer the matter is given to the other party within five (5) working days from the receipt of the Board's written decision at Step Three. 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 the decision within thirty (30) days from the close of the hearings. 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 the decision to the particular case submitted. 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 not render any decision which would require or permit an action in violation of the Michigan School Laws. The termination of probationary members shall not be subject to arbitration. The arbitrator's fee and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any non-teacher witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

- D. All time limits stated above may be extended or waived by mutual consent of both parties.
- E. All necessary information will be received by the Association to process a grievance. In the event of a communication breakdown, on the part of the administration, the communication breakdown shall be resolved by the parties at the Superintendent's level and the grievance shall begin at the proper step.
- F. The arbitrator shall have no power to establish or change any insurance policy or insurance contract provided the employer pays the correct premium to the carriers for the policies named in the contract.

GRIEVANCE REPORT FORM

Grievance # _____

School District _____

Distribution of Forms:

1. Superintendent 2. Principal 3. Association 4. Member

Building	Assignment	Name of Grievant	Date Filed

STEP 1 – Oral Presentation

Date of Oral Presentation: _____

Date of Oral Answer: _____

STEP 2 – Written Step

Date Cause of Grievance Occurred: _____

1. Statement of Grievance:

a. Section(s) of Contract Violated

b. Outline of Facts Giving Rise to the Grievance

2. Relief Sought:

Grievant Signature _____

Date _____

3. Disposition of Principal:

Principal Signature _____

Date _____

STEP 3 – Executive Director of Human Resources

Reasons for Grievant Appealing to Step 2:

Grievant Signature

Date

Date Received by Executive Director of Human Resources: _____

Disposition of Executive Director of Human Resources:

Executive Director of Human Resources Signature

Date

Step 4 – Professional Council/Arbitration

A. Reasons for Professional Rights & Responsibilities Committee Appealing to Step Four:

MCEA/MEA Signature

Date

Date Received by Superintendent: _____

Designee Signature

Date

B. Date Submitted to Arbitration: _____

C. Disposition & Award of Arbitrator: _____

If additional space is needed in reporting disposition, attach an additional sheet(s).

Arbitrator Signature

Date

ARTICLE 6: MEMBER SALARIES

A. Salary Schedule

The salary schedule below represents the negotiated salary schedule for members.

2025-2026 Salary Schedule					
Step	BA	BA +18	MA	Spec.	DR
1	\$42,000	\$44,000	\$47,000	\$49,000	\$51,500
2	\$43,000	\$45,500	\$48,500	\$51,000	\$54,000
3	\$44,000	\$47,000	\$50,000	\$53,000	\$56,500
4	\$46,000	\$48,500	\$51,500	\$55,000	\$59,000
5	\$48,000	\$50,000	\$53,000	\$57,000	\$61,500
6	\$50,000	\$51,500	\$55,000	\$59,000	\$64,000
7	\$52,000	\$53,500	\$57,000	\$61,000	\$66,500
8	\$54,000	\$55,500	\$59,000	\$63,000	\$69,000
9	\$56,000	\$57,500	\$61,500	\$65,500	\$71,500
10	\$58,500	\$59,500	\$64,000	\$68,000	\$74,000
11		\$61,500	\$66,500	\$70,500	\$76,500
12		\$63,500	\$69,000	\$73,000	\$79,500
13		\$65,500	\$72,000	\$76,000	\$82,500
14		\$67,500	\$75,000	\$79,000	\$86,000
15		\$69,500	\$78,000	\$82,000	\$89,500

B. Payroll Schedule and Payment Terms

Employees in the bargaining unit shall be paid on either a 20 or 24 pay period plan. For the 20-pay period plan, the employer shall select the starting pay date which shall be no later than the second pay date in September. The daily rate of pay will be based on the daily duty time and the number of duty days in the official work calendar.

C. Extra-Curricular Activities

These activities will be assigned annually to the members involved and supplemental contracts may be issued. Compensation policies - - See Appendix A-1, A-2, A-3 and A-4.

D. Direct Deposit

All bargaining unit members will be paid by direct electronic deposit to an account that they choose from those available through the payroll department. Members may elect to use up to two bank accounts for such direct deposits. Only accounts available through the payroll office will qualify for direct deposit.

E. CTE Salary Lane Change

CTE teachers may possess advanced certifications and instructor licenses that cost them time and money. To allow CTE teachers to advance and in recognition of their experience and qualifications the following lanes are implemented.

Lane A	Lane B	Lane C	Lane D
2,000 hours industry experience OR bachelor's degree (w/temp cert), valid MI CTE Teaching Certificate	Entry Qualification + 3,000 hours industry experience AND advanced certifications or credits (no more than five years old) beyond entry qualifications meeting or exceeding 500 hours.	Entry Qualification + 4,000 hours industry experience AND advanced certifications or credits (at or above 500 hours) beyond entry qualifications AND bachelor's degree	Entry Qualification + 5,000 hours industry experience AND advanced certifications or credits (at or above 500 hours) beyond entry qualifications AND Master's Degree

The additional language shall apply only to the following positions, designated by the district as "CTE instructional positions." Construction Trades Instructor, Marketing Instructor, Computer Programming Instructor, Automotive Technology Instructor, Health Sciences Instructor, and Welding Instructor. No other positions shall be eligible to participate in the CTE salary schedule.

Members who choose to participate in the CTE pay schedule shall be obligated to maintain all records of certifications, hours completed, or other eligibility requirements. The district shall in its sole discretion determine whether the qualifications specified in the above language have been met. Members shall follow established District procedures to apply for a lane change credit, pursuant to Appendix A.

F. Longevity Pay

Longevity compensation shall be paid to eligible members who have completed at least nineteen (19) full years of service by September 1 of the applicable school year, as verified on the bargaining unit seniority list. This provision does not apply to individuals who, while still listed on the seniority list, are currently serving in administrative positions.

Longevity payments will be issued on the first pay in December. Employees eligible for longevity pay who terminate after June 30, but before the first pay date in December, shall receive longevity pay at the time of termination. Those employees who have worked without interruption shall be counted continuously employed. An employee granted a leave of absence shall be continuously employed except the time spent on leave shall not count as service credit towards longevity payment. For bargaining unit members employed in a position less than 1.0 FTE, the longevity amount shall be prorated accordingly.

Longevity Pay	
Years of Service	Amount
19-22	\$1,500
23-26	\$2,000
27-30	\$2,500
31+	\$3,000

ARTICLE 7: WORKING CONDITIONS

A. Working Conditions

1. Professional Responsibilities and Off-Site Activities

In pursuit of their professional work responsibilities the Board and members feel that there is a need for research, planning, meeting with parents, material gathering, consultation with various specialists and other educational activities. The members agree that these activities can only or better be done in libraries, universities, intermediate offices, and other locations off school premises. The Board agrees that members, after receiving proper authorization, will not be restricted to specific sites for hours other than scheduled meetings and teaching work assignments but nothing contained herein prohibits or limits the right of the Board from assigning the extra duties normally associated with the teaching profession nor to call for the temporary adjustments of programs and meetings to meet emergency situations.

a. Arrival and Departure Times

All members shall report to their assigned classrooms or duty area no later than 10 minutes before the start of school. All members shall remain in their assigned classroom or duty area at least 10 minutes after the bell dismissing students from school.

b. Elementary Bus Duty Coordinator

Elementary buildings consisting of 700 students or more shall have a bus duty coordinator. Any member wishing to be considered for this position should notify the building administrator at the beginning of the year. The position will rotate each trimester among those that have expressed interest. The compensation for this position will be \$100 per trimester.

c. Restructuring of Duty Times Based on Building Needs

Times before and after the bell may be restructured according to building needs. Such adjustments should include an opportunity for input from the affected member(s) and the Association, though final decisions will remain with administration. Adjustments may or may not involve the total staff.

d. Supervision During Passing Periods

Between class periods members will make themselves available in classrooms and hallways to help maintain discipline in school.

e. Availability for Conferences

Members are expected to be available for conferences with their administrators either before or after the above set time when it is not possible to have such conferences within the above set time.

2. Extended Professional Responsibilities and Collaborative Duties

The Board and Association recognize a member's duties cannot be confined to a fixed number of hours per day or week. The members' responsibilities to students and the school district entail the performance of duties and the expenditure of a reasonable amount of time beyond the regular classroom duty hours. These expectations include the participation of members on school and district committees or subcommittees, participation in appropriate

staff development activities and reasonable availability to parents and students to discuss progress, or other meetings with an administrator. It is understood that members are expected to be available on their planning period on an occasional basis for the purpose of IEP meetings, departmental or grade level concerns to discuss student or curriculum related concerns; or to meet with parents/students as arranged in advance, etc.

a. Use of Floating Substitute for IEP Coverage

When multiple IEP meetings can be scheduled on the same day, a floating sub will be utilized to release the primary classroom teacher for the meetings.

b. Adjustments During State-Mandated Testing Periods

The parties understand that state mandated testing will likely impact normal class scheduling and teacher planning periods. The administration will make every effort to provide some level of relief during such testing periods provided that student supervision and testing conditions are not jeopardized. It is further understood that testing conditions for the high school standardized tests and state supplemental tests are mandated by standardized test companies and the state, and that teacher responsibilities during such testing periods may require adjustments in responsibility assignments during those times, consistent with the state standardized test requirements.

3. Secondary Planning

A teacher's schedule will include five (5) periods of unassigned preparation time each week, one period per day equal to one class period. All secondary teachers shall be entitled to a duty-free lunch period daily, equal to the students' lunch period. It is the intention of the district to provide a minimum of 23 minutes of non-duty lunch time for the middle schools and a minimum of 21 minutes of non-duty lunch for the high school. It is understood that from time to time a school may schedule special activities or field trips that continue through the time that would normally be a teacher instructional planning period. The school administration will make every effort to ensure some period of relief during this time provided that student supervision is not jeopardized. The administration will also schedule in such a way that no teacher planning period is affected more than ten minutes two times a trimester or three times a semester.

4. Elementary Planning

The normal weekly teaching load in the elementary school will be consistent to meet the state mandated hours of instruction and shall include unassigned preparation time equivalent to 50 minutes per day plus one (1) 40-minute duty free lunch period per day. This planning time will be scheduled so elementary teachers will have a planning time every day where efficient scheduling allows. It is the intention of the administration to schedule unassigned preparation time in blocks of not less than thirty (30) minutes, whenever possible. It is understood that from time to time a school may schedule special activities or field trips that continue through the time that would normally be a teacher instructional planning period. The school administration will make every effort to ensure some period of relief during this time provided that student supervision is not jeopardized. The administration will also schedule in such a way that no teacher planning period is affected more than two times a trimester.

5. Elementary Facility Use

When a facility normally used by a member has been assigned by the district administration for other activities, the member being displaced may use the room for planning and preparation, provided it does not interfere with the activities taking place in that room.

6. Supplies

The Board realizes that reasonable teaching supplies, materials and facilities are an important element of instruction. Should a member have a concern about materials, supplies or facilities, the member shall discuss the matter with his/her immediate supervisor. If necessary, the discussion may include the Superintendent's designee.

7. Parent-Member Conferences & After School Activities

The Board and Association recognize that it is a member's professional obligation to attend parent member conferences. The Board and Association also agree on the importance of attending after-school functions and teachers are encouraged to participate in such activities. Attendance and performance of assigned duties at two (2) parent member conferences and at two (2) after-school activities are required of each member in the Monroe Public Schools.

- a. Two parent-member conferences will be required. A district-wide fall conference date will be set when calendar is bargained. This initial parent member conference will be scheduled for a duration of five (5) hours. On this date the students will be in session for the AM. Conference times will occur in the afternoon for a three (3) hour block and in the evening for a two (2) hour block (5-7 PM). Subsequent conferences will be scheduled from 5-7 PM for elementary schools and Orchard Center High School during the second trimester; and for the middle school and high school at the midpoint of the second semester. Members who are unable to attend required parent-member conferences, will consult with the building principal to make arrangements for the most appropriate way to contact those parents who have requested communication.
- b. Two after-school activities will be required. Members will be provided with a two week notice before attendance can be required at these after-school activities. Members who are unable to attend their assigned after school activity will be obligated to find another colleague to replace his/her assignment in cooperation with the building principal. Members that are unable to attend their assigned activity will be required to attend a similar activity as directed by the principal.

8. Flexible Schedules for Non-Classroom Members

The parties agree that certain non-classroom support teachers may more effectively utilize the contracted workdays through flexibility in scheduling. Up to 5 contract days may be scheduled, by mutual agreement, during the summer months for purposes approved by the immediate supervisor. Any such deviations from the approved school calendar must be communicated with the Human Resources Office for purposes of tracking workdays and non-workdays. Any such rescheduled days may be used at the discretion of the teacher.

9. Monthly Data Study Meetings During Planning Time

Up to two 40-minute periods per month shall be allocated for data study meetings, which shall be held during planning period time by grade level, department, or team. The organization of these meetings by grade level, department, or team shall be determined for each building by that building's principal. The suggested schedule shall be set and posted by the district office of the Executive Director of Student Services as a part of the district's annual calendar. Meeting schedules may be altered by request of a grade level, departmental,

or team data study group, subject to approval by that building's principal. The suggested schedule shall include a window in which each meeting must occur in order to align with the curriculum and data collection for each grade level, department, or team. This paragraph is subject to the district's policy on performance base compensation.

B. Class Sizes

The Board will make every effort to maintain the following classroom maximums:

1. Elementary Class Sizes

<u>Elementary Schools</u>	<u>Maximum</u>
Young 5s (Y5)	20
Kindergarten, First Grade	25
Second, Third Grades	25
Fourth, Fifth, Sixth Grades	30
Resource Room	County Regulation
Speech & Language Impaired	County Regulation

a. Elementary Class Size Overload Compensation

If an elementary classroom is assigned students beyond 20 in Y5, 25 in grades K-3, or 30 in grades 4-6 for a period of 10 school days or more per trimester, the teacher will be entitled to an additional payment of \$200 for each student over the maximum per trimester. If a teacher is assigned an overload within 10 days of the end of the trimester, the time of overload will be counted toward the following trimester of that school year.

b. Compensation for Mainstreamed Categorical Student Overload

Teachers that have mainstreamed (ISD) categorical students who are placed into regular classrooms and create an overload will be compensated at a prorated amount based upon the time the students are scheduled into the regular classroom.

c. Split Grade Classroom Stipend and Assignment Rotation

Split classes must be two consecutive grades. Members who have split classes in grades Y5-6 shall be allocated \$2,000 per year. This amount will be payable after all classroom adjustments are completed for the year or October 1, whichever comes first. Split grade assignments will be rotated every year among the teachers of the affected grade levels, unless a teacher volunteers for the split assignment.

d. Elementary Special Subject Members

Elementary Special Subject Members: Members of classes such as music, art, technology, and physical education generally have several special education students assigned to their classes and may have higher class sizes than the general education classes. They shall be allocated \$150 per year above and beyond any money available from regular building or department budgets to be spent on additional approved supplies and/or equipment for their classrooms.

2. Secondary Class Sizes

<u>Secondary Schools</u>	<u>Maximum</u>
English, Social Studies, Business	33
Math, Science, Language Arts, Health	33
Swimming	20
Co-taught classes	31
Resource Room	County Regulation
Speech & Language Impaired	County Regulation

a. Secondary Class Size Overload Compensation (Trimester-Based)

If a secondary classroom is assigned students beyond any of the above-stated class size limits for a period of 10 school days or more per trimester, the teacher will be entitled to an additional payment of \$40 for each student over the maximum per trimester. If a teacher is assigned an overload within 10 days of the end of the trimester, the time of the overload will be counted toward the next trimester.

b. Secondary Class Size Overload Compensation (Semester-Based)

If a secondary classroom is assigned students beyond any of the above-stated class size limits for a period of 15 school days or more per semester, the teacher will be entitled to an additional payment of \$60 for each student over the maximum per semester. If a teacher is assigned an overload within 10 days of the end of the semester, the time of the overload will be counted toward the second semester.

c. Special Education Student Limits in Co-Taught Secondary Classes

In a secondary class where special education students are clustered for the purpose of co-teaching strategies in which both a regular education teacher and a special education teacher are assigned, the maximum number of special education students (classified by an IEP and excluding speech & language impairment) will be 13 with a class maximum of 31.

d. Co-Taught Class Overload Compensation (Trimester-Based)

If a co-taught classroom exceeds 31 students for a period of 10 school days or more per trimester, each teacher will be entitled to an additional payment of \$40 for each student over the maximum per trimester. If a teacher is assigned an overload within 10 days of the end of the trimester, the time of the overload will be counted toward the next trimester.

e. Co-Taught Class Overload Compensation (Semester-Based)

If a co-taught classroom exceeds 31 students for a period of 15 school days or more per semester, each teacher will be entitled to an additional payment of \$60 for each student over the maximum per semester. If a teacher is assigned an overload within 10 days of the end of the semester, the time of the overload will be counted toward the second semester.

f. Class Size Limits Governed by Facility Type

The following class sizes are governed by the facilities: industrial arts, drafting, vocational shop, life management, art, general music, vocal music, beginning instruction in instrumental music, and instrumental music, and physical education.

3. Special Education Placements

The administrators at both the elementary and secondary levels will make every effort to assign special education students in such a way that there is an equal distribution of students within the building.

a. Elementary Special Education Support and Compensation

If an elementary member is permanently assigned four special education students (classified by IEP and excluding speech) they are entitled to five (5) hours per week of additional instructional assistant time. For each special education student above 4, two additional hours of assistant time per week will be offered. As an option, if the member is permanently assigned four special education students (excluding speech) for more than 10 days for a trimester the member may receive \$300 per trimester to be used for the purpose of purchasing classroom materials, equipment, conferences, or other approved use. If the total is four students for less than 10 days in a trimester, the credit above will be prorated based on the percentage of days during the trimester the class was at four special education students. For each special education student above 4 students for more than 10 days in a trimester, an additional \$80 per trimester will be added and available as previously defined. If the additional student assignment exists for less than 10 days in a trimester, the credit amount will be prorated as above. Categorical students who are mainstreamed into regular classrooms will be prorated based on the time scheduled in the regular classroom.

b. Secondary Special Education Support and Compensation

At the secondary level, if 8 or more students (classified by IEP and excluding speech) are assigned to a class, and that class has a total enrollment of more than 22 students, that member will be entitled to an assistant during that class period unless this is a co-teaching situation. As an option, if the member's class meets the condition above for more than 15 school days in a semester (or 10 in a trimester) that member will be provided with a \$450.00 credit per semester (\$300 per trimester) to be used to purchase classroom materials, equipment, conferences, or other approved use. If this condition exists for less than 15 school days in a semester (or 10 in a trimester), the credit above will be prorated based on the percentage of days the class met the conditions.

c. Inclusion of Local-based Students and IEP Participation

Local-based students placed in general education classrooms (including encore, exploratory, and elective classes) for inclusion purposes will have additional services as decided by the IEP process. The receiving teacher must be provided the opportunity to attend the initial IEP, if feasible, or the opportunity to request a copy of the IEP to discuss additional needs with the student's support team after placement in the member's classroom.

C. Professional Appearance

Professional appearance is expected for all members according to the following guidelines:

1. Care should be taken to dress in a manner that reflects well on the teaching profession, the school, and the district.
2. Members shall dress in a neat and clean manner befitting adults who serve as role models for students and in a manner that professionally sets them apart from students.

3. Members supervising or instructing specialized classes or special activities may dress in a manner appropriate to the work they are doing.

D. Teaching Duties

The Board and the Association acknowledge that a teacher's primary responsibility is in the area of instruction.

1. Responsibility for the collection and transmission of money by the members shall be kept to a minimum.
2. Members may not be required to correct commercially defined standardized tests which they do not create other than those which are a part of the adopted instructional program. However, they will be given the right to volunteer for such tasks. Requests to administer tests shall be made only when directions and/or materials have been provided to prepare the members for the responsibilities assigned. Test results and inventories will be used only to assess the student needs and will not be used to compare member performance. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment and that teachers alone cannot be held accountable for all aspects of the academic progress of the pupil in the classroom. Whenever possible, members shall have all standardized testing materials in their possession no later than one (1) week prior to the actual testing date(s).
3. In each building where space is available, as mutually agreed to by the principal and building staff, equipped workrooms, separate from teaching and lounge areas, will be set aside for member use. The Executive Director of Student Services will make the final decision in cases where an agreement is not reached. The school district is obligated for only one telephone-equipped lounge per building.
4. Each building's staff lounge will be supplied with a direct dial telephone or outside line for members' use for local calls only.
5. No bargaining unit member shall be required to provide school health services except in emergency situations.
6. Common assessment data shall be entered by each Member on or before the dates established in the District Assessment Calendar published by the Student Services Department.

E. Protection of Members

1. Physical Assault and Threats of Grave Bodily Harm
 - a. Any case of assault against a member in a District program or on District property, including threats to cause grave bodily harm or death, shall be reported in writing to the building principal within one school day. The building principal shall immediately inform central office leadership. Upon completion of the investigation, any necessary safety plan shall be implemented within 48 hours. The results of the investigation shall be communicated to the member and building association representative (if present) involved no later than one (1) business day following its completion.
 - b. The member may request the Superintendent to provide legal counsel to advise the member of rights and obligations with respect to such assault.
 - c. Whenever a member is absent from school as a result of personal injury caused by an

accident or an assault arising out of and in the course of employment, the Bargaining Unit Member will be paid the full salary (less the amount of any Worker's Compensation paid for temporary or permanent disability due to said injury) for a period not to exceed two (2) full calendar years from the date of injury. No part of such absence will be charged to the Bargaining Unit Members' annual or accumulated sick leave. The Board may, at its option, request a confirming statement from the attending medical doctor relative to the duration of such absence from the work assignment. As soon as such a member is physically able to return to work, the Bargaining Unit Member shall be restored to his/her previous position or an equivalent one.

- d. Loss or damage of personal property that results from a confirmed battery committed upon a ~~teacher~~ member while engaging in his/her teaching duties will be reimbursed up to a maximum of \$150.00 per incident.
- e. In the case of persistent or escalating student violence, the affected member has the right to present evidence to their administrator to be included in the next individual education plan (IEP) meeting.

F. Unavailability

Members will be informed of the procedure to be followed in reporting unavailability for work. Once a teacher has reported being unavailable and has given the reason for such absence, the administration will arrange for a substitute. If the proper procedure is not followed by the teacher, the cost of the substitute may be deducted from the member's salary. Members must, if possible, notify their immediate supervisor one week in advance of their planned absence due to short-term disability as the result of elective or necessary, but not emergency, medical procedures.

G. Inclement Weather

When, in the judgment of the administrative officials, hazardous weather conditions prevent the opening of school, notice of closing will be given through school messenger, by at least 6:00 a.m. Members will not be required to report to school when it has been closed because of hazardous weather or other building conditions. No member shall be required to remain in a building for more than three (3) hours due to the loss of electricity or water or heat below 60°.

H. Student Discipline

- 1. When a student is sent to the principal's office because of unacceptable behavior, the member and the principal, or the designated representative will meet before leaving the building to discuss disposition of the incident and steps to be taken to prevent recurrence.
- 2. Members are expected to enforce a normal code of acceptable behavior and to require students to conform to all school rules and regulations.

I. Professional Improvement

- 1. All tuition and costs of classes or workshops required by the Monroe Public Schools for the improvement of the curriculum shall be paid in full by the Board.
- 2. The Board shall pay, within the framework established by the Board, expenses as detailed on the Conference Request Form (fees, meals, lodging, and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent or the designee.

3. Compensation for Coursework

A fund will be established for the purpose of compensating members for some of the expenses involved in taking university coursework or other extensive training programs not now offered through the current Professional Development funds. Said Fund will contain \$10,000 for the duration of the Agreement, and no more than 2/3 of this amount will be awarded in the first year. This fund would apply only to those members who are assigned to those areas in which they are certified to teach but would be deficient due to pre-experience. All expenses must be approved in advance by the administration. A member denied the approval of expenses may not grieve the item.

4. Members who have satisfactorily completed a master's degree or are enrolled in an accredited master's degree program are eligible for tuition reimbursement of up to \$400.00 per course. To be eligible for reimbursement, the course must be in an area related to instruction and must be designed to improve the quality of instruction or instructional leadership appropriate for Monroe Public Schools. The member must obtain school district approval prior to registering for the course. The district shall not be obligated to pay more than \$44,800 per school year for graduate coursework. The member must provide proof of payment and successful course completion to obtain reimbursement; such reimbursement will be made in July following the fiscal year. In the event that requests for reimbursement exceed the allocation for the fiscal year, the amount per course will be pro-rated accordingly.
5. In cases where a member is sued and held personally liable for injuries caused by an unhealthy or unsafe condition in the school building or by the equipment, the Board will indemnify and hold harmless the member against any adjudged damages provided the member has followed all published district safety rules or in the case of equipment used for instruction, all manufacturers safety recommendations. The district will convene a safety committee with representatives from all buildings that will meet at least once per semester. Members shall indicate in writing to the building administrator any defective equipment or other safety issues that may arise. Such issues shall be forwarded to the maintenance supervisor who with other district administrators will determine the most expeditious method of rectifying the safety concern.
6. When professional development is offered after school hours, the participants will receive \$20 per hour unless otherwise noted. This does not apply to the school improvement work sessions described above in section 6.

ARTICLE 8: GRADE LEVEL AND DEPARTMENT REPRESENTATIVES

- A. As a means of reducing the district's budget the Board of Education has decided to no longer utilize Department Heads as of 2009-10. The duties formally assigned to those individuals have been transferred to building administrators. It is understood that administrators will consult with coaches and consultants in their specific content areas. If, however, members are used as grade level representatives and subject area representatives, the extra duties and responsibilities of such assignments are judged by the administration and the association to be sufficiently significant, added compensation commensurate with the added load shall be provided.
 1. The administration may offer additional compensation to any individual(s) who are asked to invest an extraordinary amount of time on a special task, issue, or leadership role for which their expertise is needed and requested by the administration. The level of compensation will be determined in advance and participation by the member at this level

is voluntary. Any compensation being considered under this provision will be discussed with the union president prior to being implemented.

B. Class Sponsors and Team Leaders

Compensation for class sponsors and team leaders shall be as follows. Each class or team may have up to **two** individuals serving in a co-sponsorship or co-leadership role:

Cantrick Team Leaders	\$250 per leader, per school year
Middle School Team Leaders	\$250 per leader, per school year
Freshman Class Sponsors	\$250 per sponsor, per school year
Sophomore Class Sponsors	\$450 per sponsor, per school year
Junior Class Sponsors	\$650 per sponsor, per school year
Senior Class Sponsors	\$850 per sponsor, per school year

ARTICLE 9: TEACHER EMPLOYMENT

For purposes of this article, a transfer refers to a member moving from one building or specialized department to another. Assignment refers to the specific grade or subject that a member is scheduled to work by the building principal or department administrator.

- A. As a minimum requirement, the Board shall hire members who possess a baccalaureate degree from an accredited institution of higher education and a valid Michigan teaching certificate. When following an extensive and affirmative recruitment program, members holding teaching certificates cannot be found for vocational programs which have been approved by the Michigan Department of Education, the Board may employ persons holding temporary vocational authorization or full vocational authorizations issued by the Michigan State Board of Education. At least ten (10) days prior to such employment, the Board shall notify the Association of its intent to employ a member without valid certification and of the recruitment activities undertaken. In unusual cases, where members holding temporary or full vocational authorizations cannot be found for vocational programs approved by the Michigan Department of Education, upon ten (10) days' notice to the Association as above, the Board may employ persons who qualify for an annual vocational authorization. Such persons shall be employed on a temporary basis only and shall be replaced by persons with teaching certificates, temporary vocational authorizations, or full vocational authorizations as such persons are identified. In this regard, the Board agrees to pursue a continuing recruitment program.
- B. Members will not be assigned outside the scope of their teaching certificates.
- C. The Board agrees to adhere to its present policy of hiring and assigning members without discrimination as to race, creed, religion, color, national origin, sex, age, marital status, or disability.

ARTICLE 10: ASSIGNMENTS

If a member transfer must be made from one building to another the transfer shall be based on certification, teaching experience in Monroe Public Schools, and other factors that may enter into the decision. The Association will be consulted when such transfers become necessary.

A. Transfers

If a member must be transferred from one building to another, voluntary transfers will be offered first. If involuntary transfers become necessary to meet the needs of the pupils, they will be made according to evaluation rating, years of service, certification, relevant special training, and other relevant factors. The Association will be consulted when such transfers become necessary.

B. Openings & Vacancies

If openings and vacancies within the bargaining unit occur the district will electronically post all such vacancies for a duration of five (5) business days. Members interested in a building or district department transfer may apply for consideration to such postings by return email or letter.

1. Between August 1 and the last day of school, the district will electronically post all such vacancies for a duration of five (5) business days.
2. From the last day of school through July 31, the district will electronically post any vacant or new bargaining unit positions to the member district email address for five business days beginning on the first Monday at noon, after the vacancy or new position becomes available.

- C. Whenever any vacancy occurs within the member, administrative, and/or supervisory staff, the Board will post the vacancy electronically. (During the summer months, the same procedure will be followed as in B above). Postings will include a general statement of the qualifications required. The parties recognize that in filling vacancies of an administrative or supervisory nature, the prerogative and decision of the Board will be final.

Once the right of assignment has been exercised, the remaining openings in a building or department should be electronically posted.

A bargaining unit member with seniority who has attempted a transfer to a position they are certified and qualified for and has not been chosen in multiple attempts (at least 3) may request a member of the executive board to attend a subsequent interview as an observer. This observer will act as an advocate on behalf of the senior bargaining unit members who will be participating in such interviews. The observer (advocate) will not be a voting member of the interview committee, and the decision of the committee is not subject to a grievance.

Special Program to General Classroom

Members who are hired to or assigned to a special program who wish assignment to a general classroom assignment must apply for consideration through the posting process. Special program members will be considered by the receiving building interview team and may or may not be chosen for the position. Also considered will be special certifications necessary for the current position and the ability to find an acceptable replacement.

Qualifications for Internal Vacancy Postings

The qualifications of a vacant position shall be determined by the school district. Qualifications for positions that would be posted may be more specific than those used in the layoff and recall procedure. By way of illustration and not limitation, qualifications could include academic background, recent experience, professional attainments, specific majors or minors, and other factors deemed relevant by the school district.

- D.** Members who are assigned to non-unit supervisory or executive positions within the system and subsequently returned to positions in the negotiating unit will, upon their return, have the status which they would have achieved if they had remained continuously in the negotiating unit.

E. Next Year's Assignment

Members will be informed, in writing, of the coming year's assignment within the building or department by July 1. Said assignments shall not be changed unless the needs of pupils change, in which case the principal will make a reasonable effort to notify and consult with the teacher. The member and the Association will be informed by phone and/or email of the change within a reasonable time, a reasonable time shall be considered no greater than seven (7) district business days.

- F.** Assignments at a school or within district-wide departments (special education and speech; and elementary art, PE, music, technology, etc.) are the prerogative of the building principal or district-wide department administrator. Members desiring a different assignment within their current school or district department should make that desire known, in writing, to the appropriate administrator.

G. Substitute Teaching

Except in emergency conditions, no regularly assigned member will be used as substitute teachers. In no event will a member be required to substitute for more than four (4) occasions during any given semester/trimester without the member's consent.

1. Elementary Members:

- a. If an elementary member must take another classroom for the entire school day, after four occasions, they will be compensated at the current long term substitute teacher rate (\$150/day).
- b. If an elementary member must substitute during their planning period, they will be compensated at the rate of \$40.00 per planning period.
- c. If an elementary member must take an entire roster of another member's class in addition to their normal class for the school day, they will be paid an additional \$32.75 per hour for the time the teacher is doubled up.

2. Secondary Members:

- a. If a member must substitute, the member will be compensated at the rate of \$40.00 per hour or regular secondary period. This figure will be prorated for block schedule class periods and middle school TFT.
- b. If a secondary member must take an entire roster of another member's class in addition to their normal class for a class period, they will be paid an additional \$32.75 per class period for the time the member is doubled up. This figure will

be prorated for block schedule class periods and middle school TFT.

H. Multi-School Assignments

In arranging schedules for members who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such members will be notified of any changes in their schedule as soon as practical. The mileage paid for inter-school travel or other qualified reimbursed mileage shall be at the rate set by the IRS as acceptable.

I. Experience Credit

New hires with teaching experience at another school district will be given full credit for their years of experience. Credit not to exceed two (2) years will be given for active military experience allowable in conformity with Board policy.

J. Part Time and Job Sharing

Consideration for going to part-time or for job sharing will be based on the request and the building and grade level the request is made for. If the building principal and district administration believe the arrangement will not have an adverse effect on the students, the request may be approved. Once going to ½ time (or having been hired as ½ time) the member is expected to remain at that level until one of the following occurs:

1. If a tenured part-time member requests in writing to the Human Resources Office to return to a full-time position and a vacancy exists within the district for which the teacher is certified and qualified, the member will have full right of acceptance or refusal for that position vacancy provided he/she is the only inside applicant for the posted position. When there are multiple applicants from inside the association, the posted vacancy will be filled in accordance with Article 10 Section C. Any bargaining unit member currently on a plan of improvement is not eligible for a transfer. No member will be transferred or laid off to make room for a part-time member to return to full-time.
2. Members who are part-time or in a job share position are required to attend all scheduled contractual meetings, parent conferences, required after-school activities, professional development required of all teachers, and any other duties and responsibilities required by contract. Any additional required meetings, in-services, or other activities pre-approved by the appropriate curriculum director for additional compensation will be paid on a pro-rata basis. Any voluntary activity scheduled by the member which may extend beyond the normal part-time workday will not qualify for additional compensation.

ARTICLE 11: TEACHER EVALUATION

A. Purpose of Evaluation

1. To ensure the best education possible for all students through stimulating growth and development of the professional staff.
2. To improve communication between members and administrators.
3. To evaluate members as required by statute for assignment, placement on tenure, transfer, promotion, or in some cases, discharge or non-renewal.

B. Evaluation System

Beginning with the 2024/2025 school year, the negotiated performance evaluation system shall be rigorous, transparent, and fair and include:

1. specific performance goals identified by the member to improve their effectiveness in the upcoming school year.
2. an evaluation of the member's job performance with timely and constructive feedback.
3. multiple rating categories that consider student growth and assessment data or student learning objective metrics that have been negotiated with the Association.
4. the use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination.
 - a. The student growth and assessment data or student learning objectives shall be determined annually by the district and grade-level/department-level members.
 - b. The member and administrator, at their discretion, shall be allowed to eliminate data attributable to students who have anomalous circumstances that warrant eliminating that data (e.g. excessive absences, illness, partial year transfers).
 - c. The data used in this section must be attributable to the actual teaching responsibilities of the individual member.
 - d. The student growth rubric will be collaboratively established between the district and association and will be published on or before the last day of school.
5. a negotiated year-end evaluation form/rubric that utilizes other objective criteria for 80% of the year-end evaluation determination.

C. Process of Evaluation

The negotiated Post-observation Feedback Form, Year-End Evaluation Reporting Form, and Individual Development Plan (improvement plan) Form are contained within the negotiated Performance Evaluation System.

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
 - a. The administration will make every effort to notify the member no later than September 30 of each year who the administrator will be that will conduct their year-end evaluation.
 - b. Classroom observations shall be performed between October 1st and April 30th of each school year. Zero (0) observations will be performed during the week of

Thanksgiving, or the five (5) school days before or immediately following the December holiday break or spring break, unless mutually agreed upon between the teacher and observing administrator.

- c. The classroom observations used in the year-end evaluation must include a review of the member's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. Unless identified as a deficiency in performance within an existing improvement plan, members will only be required to submit lesson plans to an administrator for the days they are being observed to comply with the provisions of this Section.
 - d. The observations shall be no less than thirty (30) minutes.
 - e. Observation dates shall be mutually agreed upon by the evaluator and the teacher. Upon the mutual agreement of an observation date, the member will provide information during a pre-observation conference relative to 1.c before the classroom observation occurs.
 - f. The pre-observation conference shall be held at least two (2) school days before the observation.
 - g. Feedback will be discussed during the post-observation meeting between the administrator conducting the observation and the member. The post-observation meeting shall be held no later than fifteen (15) school days after the observation. At the post-observation meeting, the member will be provided with written feedback on the observation on the "post-observation" feedback form.
 - h. There shall be at least two (2) classroom observations of a member in each school year the member is evaluated that are conducted at least forty (40) calendar days apart. The first observation shall occur before the end of the first semester.
 - i. There shall be no unannounced formal observations, excluding those that are part of an improvement plan.
2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective," "developing," or "needing support."
 - a. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the member no later than May 1st of each school year. In the event there is no year-end evaluation as described above; the member shall be deemed "effective" per the year-end evaluation determination.
 3. Members who work less than 60 days in any school year, or who have an excessive accumulated leave of absence from work during the school year may be exempted from the annual evaluation process as agreed upon by the Association and District. Said members shall receive the rating of "Unevaluated: Worked Less than 60 Days."
 4. If a tenured member has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the member shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.
 5. Tenured members who have a Career and Technical Education (CTE) annual authorization must be evaluated every year as state law requires. If state law changes in this regard,

tenured CTE teachers on an annual authorization will be evaluated per the most current state law.

6. In addition to the above procedures (Sections B. 1-5), members who are evaluated with an improvement plan (received a “minimally effective”, “ineffective” prior to July 1, 2024, or “needing support”, or “developing” rating thereafter, and/or 1st-year teachers “needing support”) shall be provided the following:
 - a. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
 - b. training to be provided by the district to assist the member in meeting the goals of the improvement plan.
 - c. documented monthly progress reports, supported with at least one classroom observation, will be used as a supplemental tool to gauge a member’s improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing improvement plan.
 - d. a mentor member who is informed of the conditions and requirements of the improvement plan to assist the mentee in the described performance goals of the improvement plan.
7. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.
8. All members shall have the right to submit a rebuttal to their evaluation which will be attached to the year-end evaluation in the negotiated Performance Evaluation System.

D. Rights of Tenured Members

1. A tenured member who is rated as “needing support” shall have the following due process rights to challenge said rating:
 - a. The member may request a review meeting of the evaluation and the rating to the appropriate Executive Director of Student Services. Such request must be made in writing within thirty (30) calendar days after the member is informed of the rating, and a meeting shall be held no later than ten (10) business days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the member within thirty (30) calendar days after the meeting.
 - b. If the written response does not resolve the matter, the member or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
 - i. The request must be submitted in writing within thirty (30) calendar days after the member receives the written response from the executive director of student services.
 - ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the member and the Association confirming the mediation will be scheduled as appropriate.

2. A tenured member who receives two (2) consecutive ratings of “needing support” may demand to use the grievance procedure as outlined in Article 5.

E. Training on Evaluation Systems

The district shall provide optional training online or in-person to all members during contracted professional development time on the evaluation system, reporting forms, and other important components of the year-end evaluation process and how each reporting form is used during the process.

ARTICLE 12: LEAVES OF ABSENCE

A. Sick Leave

The purpose of the individual sick leave program is to provide income protection for the employee, to the extent provided in this section, during periods of involuntary absence from employment due to periods of incapacitating illness or injury.

1. Members hired prior to July 1, 2016, shall be credited with 11.5 days per each year of this agreement. Members hired after July 1, 2016, shall be credited with 10 days per year. A non-tenure member who leaves the district before the end of the school year will repay the district all sick days used in excess of 1.25 per month.
2. Sick leave days shall accumulate and will be granted on the basis of half or whole days.
3. Upon the recommendation of the Superintendent, the Board may require a member to submit to physical or mental examinations by a district-selected medical doctor or psychiatrist as the case warrants, to determine whether involuntary sick leave is warranted. Such required examination will be at the Board's expense. The reasons for the examination shall be in writing. If there is disagreement on this diagnosis, the member may request another opinion from a mutually acceptable doctor or psychiatrist, as the case may warrant.
4. Where a member is absent for more than 3 consecutive days the member shall submit a doctor's note verifying the disability or if a doctor was not visited shall provide a written statement giving a general reason for the extended absence. Where a member is absent for more than 5 consecutive days, the member shall submit a doctor's note from the attending physician verifying the disability period and giving a release to return to full duties and/or outlining the required accommodations to return to duty.
 - a. For a continuing absence beyond 30 workdays there must be a follow-up disability note at that time and every 30 workdays following until the absent member is released to return to duties, with or without accommodation. When an absence exceeds 30 consecutive workdays, the member must provide a disability statement from the attending physician. This disability statement must be delivered to the Human Resources Office within 5 working days of the 30th consecutive absence. This requirement must be repeated after every 30 workday increments where the employee remains unable to work. For purposes of this section, an absent member must return to work for a period of 10 consecutive workdays for this cycle to be discontinued. The member must be given a written doctor's release, with or without restriction and/or accommodation, to return to his/her duties.
 - b. The district reserves the right to verify such disability through an independent medical examination, at the Board's expense. If there is disagreement on this report, the member may request, within one week, another opinion from a mutually acceptable physician.

5. Time taken for doctor's appointments will be confined to after school if at all possible. Sick time of a half day will be the standard amount of time for doctor's appointments unless it can be shown a full day is necessary.
6. In addition to personal illness or injury, sick leave may be used for the following purposes:
 - a. Serious or critical illness or injuries in the immediate family (immediate family shall be considered to mean mother, mother-in-law, father, father-in-law, spouse, children, sister, sister-in-law, brother, brother-in-law, daughter, daughter-in-law, son, son-in-law, grandchild, grandparent, legal guardian, step-relative or a resident or dependent of the member's immediate household residence. Step relatives within the definition of the immediate family include stepmother, stepfather, stepsister, stepbrother, stepchild, step grandparent, or step-grandchild).
 - b. Child born to wife.
 - c. Adoptions: Up to 30 consecutive days of individual accumulated sick leave may be used for the purpose of adoption when an adjustment period is requested and documented by the adoption agency. Provisions under unpaid short-term leaves may be used in lieu of or in conjunction with this subsection as long as the total leave does not exceed the 12 weeks provided under the district's Family and Medical Leave Policy.

B. Incentives for Minimal Paid Leave Use

Members hired before 7/1/2004 ending the school year with more than 200 sick days have the option to cash out excess days at a rate of \$100/day or continuing to accumulate sick days. Members hired after 7/1/2004 who end the school year with more than 200 sick days will have excess days paid at the end of each year at a rate of \$100/day.

C. Temporary Leaves of Absences

1. Personal Business Leave

At the beginning of every school year, each member shall be credited with two (2) days which may be used to conduct personal business or religious activities. These days may be used for any purpose at the discretion of the member; except they shall not be used to extend vacation periods nor as vacation periods themselves. A member planning to use these personal business leave days shall request them in writing on the approved form not more than 20 workdays nor less than 7 workdays in advance. For any one school day, the district guarantees up to 4 members who require substitutes shall be granted personal business leave, provided the request is made as specified above. Any leave days requested less than 7 days but 3 or more days in advance shall be considered and awarded on a first come first served basis and dependent upon anticipated substitute availability. Unused business leave days shall be credited to sick leave accumulation at the end of the school year.

2. Bereavement Leave

- a. Up to 3 days may be granted for the purpose of bereavement in the event of each death of an immediate family member (immediate family shall be considered to mean mother, mother-in-law, father, father-in-law, spouse, children, sister, sister-in-law, brother, brother-in-law, daughter, daughter-in-law, son, son-in-law, grandchild, grandparent, legal guardian, step-relative or a resident or dependent of

the member's immediate household residence. Step relatives within the definition of the immediate family include stepmother, stepfather, stepsister, stepbrother, stepchild, step-grandparent, or step-grandchild). Up to 2 additional days may be granted and such time will be deducted from the individual sick leave bank. If no sick days are available in the individual sick leave bank, the day will be deducted from the following year's allotment.

- b. A maximum of 3 days per year for the purpose of bereavement may be granted for the death(s) of grandparents, grandchildren, in-laws, or others living in the teacher's household.
- c. A bereavement day for the death of an individual not covered in "a" and "b" above may be granted at the discretion of the superintendent, and such approved time will be deducted from the individual sick leave bank. If no sick days are available in the individual sick leave bank, the day will be deducted from the following year's allotment.

3. Misrepresentation

Any member found to have misrepresented, violated, or abused his sick leave and/or temporary leave provisions of this Agreement, may be denied compensation for those days and may be disciplined.

4. Emergency Leave for Disasters

Up to (2) two days of leave may be granted for natural disasters and other emergency situations that significantly impact the employee's ability to report to work or perform their duties, such as floods, fires, severe weather events, or other comparable emergencies.

Such leave must be reported in the district's specified absence management system. The member shall inform the Human Resources office of the emergency situation for consideration on a case-by-case basis, as specified in this provision, based on the nature and severity of the situation. The Human Resources staff will amend any applicable absence reason types once leave under this section is approved by the Executive Director of Human Resources, or their designee.

4. Conferences

Members are encouraged to visit other schools and attend meetings or conferences of an educational nature. The number of members released for such purposes will be within the discretion of the administration and budget allotments.

5. Jury Duty

Members, when requested to serve on jury duty, shall immediately notify their principals. The member shall be paid their regular salaries while on jury duty and any compensation paid to them for said court appearances shall be signed over to the school district. No days shall be deducted from their accumulated sick leave or leave days. If the member is dismissed from their jury assignment early on a given day, they shall notify their principal(s) as to the feasibility of returning to their regular assigned duties.

6. Subpoena

Any member who is subpoenaed by a judge or administrative law judge to testify during school hours in any school-related judicial or administrative matter or who is asked to

testify in any arbitration or fact-finding shall be paid the Bargaining Unit Member's regular salary for such time spent and any compensation paid to the Bargaining Unit Member for such appearance shall be signed over to the school district. A member who is subpoenaed as above for any court-related issue that is not a school-related matter will be expected to apply to use personal business day(s) under section C-1.

7. Union Business

A member engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

8. Civic Duty

Members serving as an active member of an elective civic or governmental organization may be granted up to 3 days per year to attend a related convention or special meeting, following a written request to the superintendent. Other requests related to non-elected civic/governmental or charitable organization will be considered by the superintendent on a case-by-case basis and up to three days per year may be granted. Approvals or denials under this clause are not subject to the grievance procedures.

D. Extended Leaves of Absence

1. Association Activities

The Board agrees that up to two (2) members designated by the Association may, upon request, be granted a leave of absence for not less than one (1) semester/trimester nor more than two (2) school years without pay or increment for the purpose of engaging in Association (local, state or national) activities.

2. Peace Corps - Exchange Teaching

A leave of absence, without pay, of up to two (2) years may, upon the approval of the Superintendent, be granted to any member who serves in the Peace Corps in a teaching capacity or serves as an exchange teacher under an approved exchange teacher program and is a fulltime participant in either of such programs, upon return from such leave, if a position is available, the member will be placed on the salary schedule at the level the Bargaining Unit Member would have achieved if the Bargaining Unit Member had not been absent.

3. Professional Study

An instructional employee who has taught under contract in Monroe's School System seven (7) years or more, upon written request, may be granted a leave of absence without pay for the purpose of professional study, providing also that such leave shall not exceed a period of one (1) year and providing also that such leave does not impair the program of the school system. Those who request such leave must hold a continuing, professional, or permanent certificate. Members granted leaves shall be considered to have contract ipso facto. These conditions allow credit for retirement purposes according to Retirement Board rulings.

4. Military Service

Any person employed under contract in the Monroe School System who may be drafted into the armed forces of the United States or who may enlist in said forces during a state

of war or war emergency or who is about to be drafted and enlists in order to become placed in a preferred branch of the military service will receive a military leave of absence upon written request to the Board. Upon return and reinstatement to a position in the Monroe School System for which the Bargaining Unit Member is qualified, said the member will receive full credit under the salary schedule for the time spent while in said military service but not to exceed two (2) years. Persons who receive military leave must make an application for reinstatement no later than 90 days after the date of honorable discharge.

5. Sabbatical

An instructional employee who has taught under contract in the Monroe School System seven (7) years or more, upon written request, may be granted sabbatical leave with pay. Sabbatical pay is set at one-half (1/2) the seventh (7th) step of the BA scale. A member on sabbatical leave will be paid one half of the sabbatical salary during the year the teacher is on leave in nine equal installments. The remainder of the sabbatical salary will be paid at the end of the year when the member returns to work. No more than three (3) sabbaticals may be granted in any given year. Members granted sabbatical leave shall be considered to have a contract ipso facto. These conditions allow for retirement purposes according to Retirement Board rulings.

6. Maternity Disability

The Board of Education will grant a leave of absence for maternity disability reasons, without pay, upon written request for such leave and upon proper certification of pregnancy by the employee's physician. Such leave may be for a period of one full school year and may be renewed at the will of the Board. Any adjustments to this procedure must be approved directly by the Superintendent of Schools. A member who is granted maternity disability leave may return at the step and tenure schedule in effect at the time of leave.

7. Personal Illness, Accident, Childcare, R & R and Emergencies

Only a tenured member may be granted a leave of absence for a period not to exceed one (1) year on account of personal illness, accident, some other grave emergency, childcare or for rest and recuperation. Written application for such leave shall be made to the Superintendent of Schools, who shall upon receipt of same, make such investigation as he/she may deem necessary in order to determine if the granting of such leave would serve the best interests of the employee and the school district. Persons who are granted such leave will receive no pay during the leave of absence. Upon return to service following such leave, the employee's position on the salary schedule will be as follows:

- a. Full credit will be granted for service prior to the leave.
- b. No credit will be granted for the period of the leave.

8. Short Unpaid Sick Leave

- a. A member may take a short, unpaid leave of absence (one to six weeks) due to disability or illness. The member must present a doctor's statement (M.D., D.O.) stating the nature of the disability or illness and an expected return date to unrestricted employment. If requested by the employer, the member must have the disability or illness, and the time required for recovery verified by a Board selected (Board paid) physician.

- b. A member may elect to use a leave pursuant to Article XII A. (Sick Days) in conjunction with a leave pursuant to Article 12, C.8. (Short Unpaid Sick Leave). If the total leave time granted (12 A and 12 C.8 - Short Unpaid Sick Leave) does not exceed six weeks (42 consecutive calendar days), the member will return to the same position.
- c. Any extension of an unpaid leave pursuant to this section (Article 12, Sections 7 and 8) will be at the sole discretion of the employer, will be for the remainder of a semester(s) and will not contain an assurance of a return to the same position.

9. General Procedures

All requests for extended leave will be applied for and granted in writing. The member must apply for the leave at least sixty (60) days prior to commencement, except in case of emergency.

10. Benefits Accrued and Leave Return

No benefits will accrue to a member during a leave of absence except as otherwise stated herein. A member on leave of absence may return, upon the expiration of the Bargaining Unit Member's leave, to the first available position that the Bargaining Unit Member is qualified to teach.

11. Return from Leave Notification Requirement

If an employee has been granted a leave that ends at the end of the school year following the second semester, as a condition of the leave, the employee must notify the school district between March 1 and April 1 of his/her intent to either request an extension of the leave, return to work - or terminate employment. An employee who does not notify the school district between March 1 and April 1 of one of the above three options shall lose all previously acquired seniority. If an employee has been granted a leave that ends following the first semester/trimester, as a condition of the leave, the employee must notify the school district between November 1 and December 1 of his/her intent to either request an extension of the leave, return to work, or terminate employment. An employee who does not notify the school district between November 1 and December 1 of one of the above three options shall lose all previously acquired seniority.

E. Terminal Leave

1. Terminal Leave

- a. If a member is hired prior to 7/1/2016 and has completed twelve (12) to twenty (20) years of continuous service credit in the Monroe Public Schools district, the member shall be paid in a single payment at 50%, 21 to 25 at 60%, 26 to 40 at 70%, and more than 40 years of continuous service at 55% of the daily rate of the BA step 1 (at year of termination) for each accumulated sick day. (Example: 70% of BA step 1 divided by the number of member calendar days). The member hired prior to 7/1/2004 will be allowed to accumulate all their sick days during the time worked for Monroe Public Schools. Members hired between 7/1/2004 to 7/1/2016 will have their terminal leave pay out capped at 200 days. Members hired after 7/1/2016 will not be eligible for terminal leave.
- b. The payment shall be a single payment paid by or before six months from the final termination date and paid into the established district 403-B account in the name of the terminating member. Once this termination pay is deposited into the 403-B account the

employee will have the option of cashing in the account, opt to rollover to another tax deferred account, or leave the sum in the initial 403-B account.

- c. In consideration for the above terminal leave benefit, the parties agree that future compensation package formulas will include fifty percent of the savings generated by the difference in costs from a terminating teacher and the replacement teacher will be used by the district to offset the costs of the termination package. In addition, future compensation formulas will change the fund equity share from an excess of 5% to 10 %. Anything in excess of 10% fund equity will share 50% utilizing a pro rata percentage of the teacher's compensation percentage of the district compensation budget.
- d. To be eligible for terminal pay the member must provide a binding letter of resignation by the following dates of the last semester/trimester of work. The district may choose to waive this requirement due to extenuating circumstances offered by the teacher. Consistent with the long-time practice of the District and the Association, a teacher must work through the end of the semester/trimester to be eligible to receive terminal leave pay.

Semester		Trimester	
Letter Submitted by:	Work through:	Letter Submitted by:	Work through:
November 1 st	End of 1 st Semester	September 1 st	End of 1 st Trimester
April 1 st	End of 2 nd Semester	January 1 st	End of 2 nd Trimester
		April 1 st	End of 3 rd Trimester

2. Unemployment Deduction

If, upon terminating before age 62, the member draws unemployment compensation, the amount received shall be deducted from his/her terminal pay.

3. Payment of Terminal Leave

Payment of terminal leave shall be allowable only if the member terminates his/her employment while still in the employ of the Monroe Board of Education or by death.

4. Estate Payment for Unused Sick Leave

The remainder of an employee's unused individual sick leave shall be paid to his/her estate upon death.

5. Adjustment of Benefits Upon Reemployment

If, after receiving a payment under this provision, a former employee resumes employment with the Board and again becomes eligible for payment hereunder, payments previously made will be deducted from any subsequent payments to which he/she is entitled.

F. Professional Behavior

1. Professional Conduct and Accountability

The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance or other violations of discipline by a member reflect adversely upon the profession and create undesirable conditions in the school building.

2. Promotion of Ethical Behavior

The Association will use its best efforts to encourage the professional behavior of members. Teachers are expected to conduct themselves according to the “Code of Ethics” found in Appendix C.

3. Verification of Excessive Sick Leave

Sick leave which is judged to be excessive, may require a doctor's excuse.

4. Standards of Professionalism and Ethical Instruction

All members are expected to demonstrate a level of professionalism generally accepted for those working in the profession. This would include practicing a high ethical standard in the delivery of instruction, as well as state and national assessments. All members and the Board are committed to the NEA/MEA code of ethics (Preamble and Principles 1&2) as included in Appendix C of this agreement.

G. Sick Leave Bank

1. Purpose and Eligibility

The Sick Leave Bank under this contract is provided as a safety net for members who may be unfortunate enough, through accident or long-term illness, to become disabled from work for a lengthy period of time. This bank is recognized as a disability bridge to protect some level of compensation until the member is able to return to work or make other decisions about his/her employment future. Probationary members will remain ineligible for the sick leave bank for the length of the probationary period. At the start of the first tenure year, the member will contribute one day for each of the probationary years served. The following directions for use of the sick leave bank are contractually agreed upon.

2. Application and Waiting Period

After providing a signed and dated medical verification officially identifying the need for medical leave, the individual member must wait 60 workdays from the provided official date of leave, to be eligible for the sick bank, for each application to the sick bank. Any prior workdays absent before verification date, summer vacation, weekends, and holidays will not be counted towards the 60-day requirement for eligibility. Up to 10 individual sick days used during the diagnosis of a long-term disabling illness, as verified by the attending physician, may be considered as part of the waiting period. The member may use their own accumulated sick days during this waiting period.

3. Lifetime Maximum and Payment Scale

Each member is eligible for a lifetime maximum of 200 days from the sick bank and wages paid will be according to the following scale: the first 50 days from the sick bank will be at 90% of the individual's salary level at the time of entry into the bank; 85% for sick bank days 51- 100; 80% for sick bank days 101-150, and 75% for sick bank days 151-200. The member may choose to continue using his/her own accumulated sick leave days for more than 60 days and defer application to the sick leave bank. Such deferral will not vacate the already met waiting period, and the member may choose to apply to the sick bank at any time they choose once the waiting period is met. In extraordinary circumstances the District and the Association Executive Board may, only by mutual agreement, add up to an additional 100 days to the lifetime maximum to be paid at 50% of the individual's salary

at the time of entry into the sick bank. When a member's pay is prorated by the sick bank guidelines, a corresponding fraction of a day will be deducted from the sick leave bank.

4. Submission of Sick Leave Bank Requests

Requests for sick-leave bank days shall be made in writing--a sponsor or power of attorney signature will be acceptable when member is incapacitated.

5. Granting of Sick Leave Bank Days and Medical Verification

Sick-leave bank days may be granted--per medical report and individual request--as full days or half days. The requesting member may be asked to submit to an independent medical examination by a physician chosen by the district to verify the disability or continuing disability.

6. Payroll Notification of Granted Sick Leave Days

The district payroll department must be notified in writing by the chairperson of the sick-leave bank or the total committee as to the number of days granted to each individual in step with payroll pay days.

7. Sick Leave Bank Recordkeeping by the Association

The Association shall maintain, as an open account, accurate records of the Monroe City Education Sick-Leave Bank and will have a written statement at the end of the contract year.

8. Ineligibility During Leave of Absence

Any member of the bargaining unit on a leave of absence is ineligible for the sick-leave bank.

9. Compliance with State and Federal Disability and Anti-Discrimination Laws

Any member shall be eligible for sick-leave bank in accordance with State and Federal laws covering disabilities, sick leave, long-term disabilities, pregnancy and shall not have their civil rights violated or be discriminated against because of their sex.

10. Summer Salary Continuation

Each member eligible for the sick bank will be eligible to have salary continuation under this provision during the summer months while in the sick bank based on either their 20 or 24 pay choice.

11. Replenishment of Sick Leave Bank Days

If the number of days in the Association sick leave bank falls below 25 days prior to the end of any school year, the Association will notify the Board to make a transfer of one day from each member's current allowance to the Association sick leave bank. A member who does not have a day remaining in the sick bank at the time of the transfer will have a day from the next year's allotment transferred.

12. Residency Requirement During Sick Leave Bank Use

In order to receive or to continue receiving benefits under these provisions, the individual approved for the sick leave bank must remain in the immediate area, unless under strict orders from an attending physician (MD./DO.).

ARTICLE 13: NO STRIKE CLAUSE

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, cause, authorize or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of a member from his/her position or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the members' duties of employment) for any purpose whatsoever. Further, the Association will make every effort to carry out the above.

ARTICLE 14: NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing information, and otherwise constructively considering and resolving any such matters.
- B. At least sixty (60) days prior to the termination of this Agreement, upon written request of either party, negotiations will be undertaken. Provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support or assistance to the Association.
- C. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

ARTICLE 15: REDUCTION OF PERSONNEL

A. Notification of Staff Reduction

Prior to the Board acting to reduce members, the Board shall notify the Association in writing of the necessity and the procedure for laying off positions needed based upon the proposed educational program for the forthcoming year. Members shall be given notice of a pending layoff 14 days prior to their last workday.

B. Criteria and Order of Layoff

Reduction of certified individuals who are members shall be made considering evaluation rating, years of service, certification, relevant special training, and other relevant factors. The order of layoff will be as follows:

1. Probationary Employees
Probationary employees will be laid off first and shall not be retained over tenured teachers except where no tenure teacher is certified or qualified to fill the position.
2. Tenured Employees
Tenured members by seniority, certification, and qualifications as hereinafter defined.

C. Definition of Certification

Certified shall be defined as a state recognized valid teacher certificate. A member will be considered certified for only those areas listed and university verified as of February 1. In the case of special education placements, certification shall be dictated by the ability of the individual to qualify for a certificate endorsement and the ability to qualify for Department of Education approval.

D. Recall Preference

Recall preference shall be in reverse order of layoff, in accordance with the needs of pupils.

E. Layoff Notification for Employees on Leave

Members on leaves of absence will be given notice of layoff if they were scheduled to return to work, but no position exists because of a layoff. Such members shall be placed on the recall list and given notice of recall consistent with the above-mentioned process.

F. Seniority Guidelines and Procedures

1. Determining Seniority
Seniority shall be counted from the employee's first date of continuous service in the school district. If two or more employees are hired on the same day, the employee's last four (4) digits of their social security shall be totaled to determine the highest sum. The employee with the highest sum shall have the higher seniority ranking. In the event of a tie with the above procedure, one additional digit to the left of the last 4 digits of the social security number will be added until the tie is broken.
2. Posting and Reviewing Seniority Lists
The seniority list shall be posted electronically by placement in the public folder, with hard copies furnished to the union, at least 15 working days prior to November 15 and March 15. It shall be the responsibility of each employee to promptly check the seniority list. If an employee or the union does not believe that the employee's seniority, certification, or endorsement is correctly shown on the list, the Human Resources Office shall be notified,

in writing, of the alleged error within ten days of the list's final day of posting. If no challenges are made within the 15-day period, the seniority list shall be deemed to be accurate. After November 20 the seniority list shall be frozen until reposted on March 1.

3. Notification of Seniority Placement for Employees on Leave

Members who are on leave of any kind during this time will be notified of their placement on the seniority list by certified mail sent to their last known mailing address. It is the responsibility of the member to inform the school of their address or any change of address. The 15-day examination and notification period shall not commence for those individuals until three days after the mailing of the seniority list. The union shall receive copies of the final seniority list.

4. Loss of Seniority

All seniority is lost if:

- a. the employee resigns.
- b. the employee retires.
- c. the employee fails to return from recall or if the employee fails to report to work following the expiration of a leave of absence.
- d. the employee is absent for three consecutive days without notifying the school district.
- e. the employee is discharged, and such action is not overturned.
- f. the employee fails to comply with Article 12, section D-11.

5. Seniority During Extended Leave

There shall be no seniority granted for the following extended leaves of absence (found in Article 12, Section C., Sub. Section 1-7): Association activities; Peace Corps - Exchange Teaching; Professional Study; Sabbatical; Maternity; Personal Illness- Accident - Child Care - R & R - Emergency. Short Term Unpaid Sick Leave of less than one (1) semester duration will accrue seniority.

6. Seniority for Part-Time Employees

Members who are employed less than full-time will be granted seniority on a pro-rated basis and will be granted other fringe benefits on a pro-rated basis. Any current member who earned full time seniority as a part-time member will retain that seniority.

ARTICLE 16: COMMITTEES

A. Professional Council

In order to establish a line of communication with the administration through which concerns of the teachers could be voiced and resolved, a Professional Council will be established. The Professional Council shall be composed of the President of the Association and four members designed by him/her, the Superintendent and four members designed by him/her.

B. Meeting Schedule

The Professional Council shall meet when needs arise as agreed between the Superintendent and the President of the Association.

C. Committee Formation and Dissolution

The Professional Council is empowered by mutual consent to appoint committees composed

of teachers and administrators to study and report. Upon completion of its study and report on the subject assigned to it, each committee shall be considered dissolved. Once dissolved, no committee shall be reactivated except by mutual consent of the members of the Professional Council.

D. Clerical Expense Responsibility

The clerical expense of the Professional Council and its sub-committees shall be paid by the Board.

E. Release Time for Association Representatives

When necessary, Association representatives on the Professional Council shall be released from school duties for meetings of the Professional Council without loss of salary when such meetings are held during the school day.

ARTICLE 17: MISCELLANEOUS PROVISIONS

A. Severability Clause

If any provision of this Agreement or any application of the Agreement to any member or group of member should be found contrary to law by a court of last resort or court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, or to any rule or regulation of the State Department of Public Instruction from which rule or regulation no appeal has been taken within the time provided for doing so, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

B. Distribution of Master Agreement

The Board will provide only electronic copies of the master agreement.

C. Shared Responsibility for Student Achievement

The ability of pupils to progress and mature academically is a combined result of the school, home and economic environment.

D. Emergency Manager Authority

Pursuant to the Local Government and School District Fiscal Accountability Act, being Public Act 4 of 2011, an emergency manager may be appointed to the district if the district is considered to be in financial stress for a reason delineated in Section 13 (3) of Public Act 4 of 2011.

If an emergency manager is appointed to the district, the emergency manager shall have the authority to reject, modify, or terminate this CBA. An emergency manager's decision to reject, modify, or terminate this agreement is a prohibited subject of bargaining.

ARTICLE 18: DURATION OF AGREEMENT

This Agreement shall be effective as of August 16, 2025, and shall continue in full force and effect until August 15, 2026, and the conditions of this agreement shall carry forward until the expiration of the agreement, or until a successor agreement is reached, unless otherwise noted.

On behalf of the;


On behalf of the;

MONROE CITY EDUCATION ASSOCIATION BOARD OF EDUCATION

A signed copy of this signature page is on file with the district and the union.



Andrew Borrelli, MEA UniServ



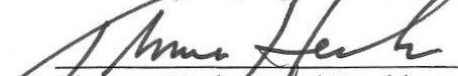
Matthew Steele, President

August 16, 2025

Date



Andrew Shaw, Superintendent



Thomas Heck, Board President

August 16, 2025

Date

APPENDIX A

Education and Salary Lane Definitions

B.A.

Shall apply to all members possessing a Baccalaureate Degree from an accredited college or university and holding a provisional, continuing, professional or permanent teaching certificate.

B.A. + 18

Shall apply to all members possessing at least 18 semester credit hours beyond a Baccalaureate Degree in a relevant field of education, from an accredited college or university and holding a valid Michigan teaching certificate.

M.A.

Shall apply to all members possessing a master's degree from an accredited college or university and holding a valid Michigan teaching certificate.

Specialist

Shall apply to all members possessing an Educational Specialist Degree from an accredited college or university and holding a valid Michigan teaching certificate.

Doctorate (Ph.D. or Ed.D.)

Shall apply to all members possessing a Doctorate Degree (Ph.D. or Ed.D.) in a relevant field of education, from an accredited college or university and holding a valid Michigan teaching certificate.

Salary Lane Changes

Members who attain an advanced degree during the school year may be eligible for a salary lane change, subject to the following schedule and documentation requirements:

1. Degrees Attained Between June 1 and September 30

- **Effective Date:** First teacher workday of the school year beginning within this timeframe.
- **Documentation Deadline:** Official degree documentation must be submitted no later than October 10.
- **Pay Adjustment:** Reflected no later than the first pay date in November.

2. Degrees Attained Between October 1 and January 31

- **Effective Date:** First day of the second trimester.
- **Documentation Deadline:** Official degree documentation must be submitted no later than February 10.
- **Pay Adjustment:** Reflected no later than the first pay date in March.

3. Degrees Attained Between February 1 and May 31

- **Effective Date:** First day of the third trimester.
- **Documentation Deadline:** Official degree documentation must be submitted no later than June 10.

- **Pay Adjustment:** Reflected no later than the first pay date in July.
- 4. Documentation must be in the form of official transcripts indicating the degree has been conferred. Transcripts must clearly display the conferred date to be accepted for lane advancement consideration.

APPENDIX A-1: ADDITIONAL COMPENSATION

A. Extra Class

Individual's base pay divided by six, seven, or eight (depending upon the schedule of the school) of the salary steps.

B. CTE Education

CTE Coordinators' pay will be prorated at 2.5% of salary step for each additional week worked. The number of additional weeks worked before and after the regular school year will be determined by the following schedule:

<u>STUDENT PLACEMENTS</u>	<u>ADDITIONAL WEEKS</u>
9-14	1
15-24	2
25-39	3
40 and over	4

The individual coordinators' "Cooperative Education Monthly Report" for the preceding May will determine the number of student placements. The coordinator's work schedule will be developed in cooperation with the CTE Director.

C. Lunchroom Supervision

The member shall be responsible for supervising students in the lunchroom during designated lunch periods. The rate of pay for this position shall be **\$40.00 per hour**, prorated to the nearest 15 minutes, or hourly rate of BA step 1 if higher.

D. Secondary Theater Productions

1. High School Musical

Compensation for the following production staff shall be allocated for one high school musical production per school year.

- Director: 15% of BA step 1
- Assistant Director: 10% of BA step 1
- Assistant Director of Music: 5% of BA step 1

2. High School Play

Compensation for the following production staff shall be allocated for one high school play production per school year.

- Director: 9% of BA step 1
- Assistant Director: 6% of BA step 1

3. Middle School Play or Musical

- Director: 9% of BA step 1
- Assistant Director: 6% of BA step 1

4. Payment will be issued to theater staff no later than 2 full pay periods after the necessary paperwork is submitted to the Human Resources Office by the building principal.

E. Moved to Article 8 – Grade Level & Dept. Representatives

F. Mileage

The mileage paid for inter-school travel or other qualified reimbursed mileage shall be at the rate set by the IRS as acceptable.

G. CTE Work Experience Recognition and Stipend

If a member has, by law, had to do non-teaching work to earn a CTE certificate, the Board shall honor this work experience accordingly. Each member teaching a class period requiring a CTE certification, shall receive a \$250 off schedule stipend for each such class period during each year of this contract.

H. Part-Time Employee Benefits and Leave Accrual

Regular part-time employees in the bargaining unit will be entitled to eligibility for hospitalization, dental, vision and all negotiated group benefits provided by an insurance carrier on a prorated basis. The above shall be subject to the rules and regulations of the insurance carrier including any requirement that employees must work a minimum number of hours per week before coverage will commence. Leave days will be earned on a prorated basis.

I. Supplemental Contract Withholding Adjustments

Persons who hold a supplemental contract that is paid at the end of the activity or season will be provided the opportunity to adjust withholding, to estimate annual earnings, for federal and state income tax prior to the actual pay period.

J. Supplemental Contract Review Process

The parties recognize that although an employee shall not be granted continuing tenure in extracurricular positions nor that employees have any expectancy of contracted employment beyond the duration of the supplemental contract, it is in the best interest of the parties that the employer establish a mechanism, outside of the jurisdiction of this contract, to provide for review of decisions which the employee considers to be arbitrary and capricious with regard to said supplemental contract. The parties further recognize that all grievances regarding supplemental contract appointments, supplemental contract reappointments, and supplemental contract evaluations should be processed through a review process and not through the grievance procedure outlined for certified members within this contract. The supplemental contract review board will consist of a panel which will hear the grievance and render a decision that will be final and binding on all parties. The panel shall include an Association Representative, if requested by the affected member.

K. Compensation for Machine Repair in CTE Programs

Relative to industrial education and CTE education, it is mutually recognized that routine maintenance and safety checks of shop machinery and equipment is a duty that is a part of an industrial education and CTE education member's day. On occasion, the member may engage in a major repair of machinery or equipment and year-end maintenance which

would occur during the member's preparation period and after the school day. Provided the industrial education or CTE education teacher obtains prior approval for payment from the Executive Director of Business and Finance, the member shall be compensated at the hourly rate paid for substituting during a preparation period.

L. Extended Day Instruction and Tutoring Compensation

Extended day instruction and curriculum work: members will receive \$32.75 per hour worked, pro-rated to the nearest 15-minute increment. In support of the Board of Education goals, all members, with pre-approval, who tutor outside of the school day for remediation of skills and to prevent failure, will be compensated \$32.75 per hour.

M. Special Education Overage

The hourly rate of BA Step 1 for excess paperwork and instruction per Executive Director of Human Resources approval. Members may submit up to 20 hours per semester per extra caseload student.

N. Secondary Counselors

Shall receive up to a maximum of 20 days of per diem compensation for extra days worked.

O. Secondary Publications

Lotus Leaf Advisor and Yearbook Advisors will be compensated 3% of the current negotiated base salary at step 1 Bachelors.

P. Bus Monitors

Members assigned to serve as bus monitors for the purpose of providing additional supervision of students shall be compensated at a rate of **\$20.00 per hour, prorated to the nearest 15 minutes**. Assignments as bus monitors shall be made by the district based on student needs and transportation safety considerations.

Q. Classroom or Office Moves

Members who must pack up their classrooms or offices due to an involuntary classroom/building move, construction, or summer school will be given time during their contractual workday or compensated at a rate of \$250 for packing up and \$250 for unpacking.

APPENDIX A-2: REIMBURSEMENT OF COACHES

Coaching Position	Base	Coaching Position	Base
Baseball 7.....	5%	Soccer Boys Varsity.....	10%
Baseball 8.....	5%	Soccer Girls Varsity.....	10%
Baseball 9.....	6%	Softball Middle School.....	5%
Baseball JV.....	8%	Softball JV.....	8%
Baseball Varsity.....	10%	Softball Varsity.....	10%
Basketball Boys 7.....	6.5%	Swim Middle School.....	5.5%
Basketball Boys 8.....	6.5%	Swim Boys Varsity Asst.....	8%
Basketball Boys 9.....	7%	Swim Boys Asst (Dive).....	4%
Basketball Boys JV.....	9%	Swim Girls Varsity Asst.....	8%
Basketball Boys Varsity.....	13%	Swim Girls Asst (Dive).....	4%
Basketball Girls 7.....	6.5%	Swim Boys Varsity.....	12%
Basketball Girls 8.....	6.5%	Swim Girls Varsity.....	12%
Basketball Girls 9.....	7%	Tennis Girls.....	9%
Basketball Girls JV.....	9%	Tennis JV Girls.....	6%
Basketball Girls Varsity.....	13%	Tennis JV Boys.....	6%
Cheerleading Middle School (2 seasons).....	6%	Tennis Boys Varsity.....	9%
Cheerleading 9 (2 seasons).....	6%	Track Middle School Asst.....	5%
Cheerleading JV (2 seasons).....	6%	Track Middle School Head.....	6%
Cheerleading Varsity (2 seasons).....	9%	Track Asst. Boys.....	8%
Cross Country Boys/Girls.....	10%	Track Asst. Girls.....	8%
Football Equipment Manager.....	9%	Track Asst. Co-Ed.....	10%
Football 7 – Asst.....	6%	Track Varsity Boys.....	11%
Football 7 – Head.....	7%	Track Varsity Girls.....	11%
Football 8 - Asst.....	6%	Track Varsity Co-Ed.....	15%
Football 8 - Head.....	7%	Volleyball 7.....	5%
Football 9 - Asst.....	7.5%	Volleyball 8.....	5%
Football 9 - Head.....	8.5%	Volleyball 9.....	6%
Football Asst. JV.....	8.5%	Volleyball JV.....	8%
Football Head JV.....	10%	Volleyball Varsity.....	11%
Football Varsity Asst.....	10%	Wrestling Middle School Asst.....	6%
Football Varsity Head.....	15%	Wrestling Middle School Head.....	7%
Golf Varsity.....	9%	Wrestling JV.....	9%
Golf JV.....	6%	Wrestling Varsity.....	12%
Soccer Middle School.....	5%		
Soccer JV.....	6%		

The percentages will be multiplied by the current member negotiated base salary at Step I Bachelors.

CREDIT FOR EXPERIENCE IN POSITION:

<u>ADDITIONAL:</u>	<u>PERCENTAGE</u>
1 year coaching	.0%
2 years	.2%
3 years	.4%
4 years	.6%
5 years	.8%
6 years	1.0%
7 years	1.2%
8 years	1.4%
9 years	1.6%
10 years	1.8%
11+ years	2.0%

Credit for experience is determined by years of coaching in that particular sport (i.e. credit will be granted for basketball coaching 7th grade; 9th grade and Varsity). If an individual leaves coaching and returns, he/she will be given credit for the number of years coaching a particular sport in Monroe. (Years do not have to be consecutive).

Pay for each sport will be sent to payroll upon completion of the season and when all equipment is returned, properly stored, paperwork completed and accepted by the Athletic Director.

This appendix applies only to coaches who are current bargaining unit members during the time they are coaching the sport. Non bargaining unit coaches will be paid on an alternate pay scale set by the district, beginning in the 2007/08 school year.

APPENDIX A-3: SUPPLEMENTAL SALARY SCHEDULE - INSTRUMENTAL AND VOCAL MUSIC**A. Elementary Music Supplemental**

1. \$500.00 per school year will be paid to any elementary music member who supervises an approved building music* group and meets with that group at least weekly and where time is not scheduled during the regular school day for this purpose. If thirty (30) minutes are allowed during the school week in a building for the purpose of the music activity, the amount paid would be \$250.00. If sixty (60) minutes are designated within the school week in a building for the purpose of the extra-curricular activity, there would be no additional supplemental under this section. This time allowed would be compensated for the time used during a lunch hour for choir practice.

*A music group is one approved in advance by the music director and the elementary curriculum director. There will be no more than one extracurricular group approved per building in the vocal and/or instrumental areas. The music group must develop a product which would be offered for public view, i.e. music program or musical.

2. An additional \$50.00 will be paid for any music program or concert** which might go beyond the two (2) extra duty assignments provided for in the contract. The following scale for concerts will be used.

**Concerts include grade level programs, as well as choir. The maximum allowed without special approval are:

Elementary (over 700 students): Six (6) concerts

Elementary (under 700 students): Four (4) concerts

Elementary music members can request additional compensated programs. Written approval must be obtained prior to the additional programs. The music coordinator and the elementary curriculum director will determine the desirability of the requests.

Note: If a choir performs as a part of a grade level performance, it will count as one program under this section.

3. Teachers of band, choir, or orchestra at the 5th and 6th grade level will receive a stipend of 4%* of BA Step 1. This supplemental includes:
 - Rehearsals, performances, and music-related events outside of school hours.
 - Supervision and accountability for equipment and materials.
 - Planning, preparation, and logistical responsibilities associated with extracurricular music programming.

*Teachers already receiving supplemental pay under Appendix A-3 Section B. Secondary Music Supplemental will instead receive 1.5% more of BA Step 1.

B. Secondary Music Supplemental

Secondary instrumental and vocal music teachers shall receive an annual salary supplement for responsibilities performed **outside the regular school day** in support of their music programs. This supplement covers, but is not limited to:

- Rehearsals, performances, and music-related events outside of school hours.
- Supervision and accountability for equipment and materials.
- Planning, preparation, and logistical responsibilities associated with extracurricular music programming.

The annual salary supplements shall be as follows based on the BA Step 1 rate:

MMS Choir Director	11.5%
MMS Band Director	12.5%
MHS/MMS Orchestra Director	15.5%
MHS Choir Director	14.0%
MHS Band Director	18.0%

Payment will be issued in accordance with the district's supplemental pay schedule.

APPENDIX B – INSURANCE & BENEFITS

A. Healthcare Benefits

The district will continue to contribute toward the healthcare plan chosen annually by the benefits committee and accepted by the district, pursuant to Public Act 152 (PA 152) of 2011. No changes will be made to the contribution amounts unless agreed upon by the benefits committee.

B. Dental Benefits

The Board shall provide dental benefits to the employee and eligible family as follows: Preventative - 100%, Basic - 80%, Major - 80%, orthodontia – 50% for children, with a lifetime

maximum of \$1000. The provider of this dental plan will be determined annually by the benefits committee.

C. Vision Benefits

The Board will provide vision care benefits for the employee and eligible family. The provider of this vision care plan will be determined annually by the benefits committee.

D. Cash In Lieu

Those employees who choose not to enroll in the hospitalization plan may use up to \$200.00 per month to purchase options offered by the insurance company and/or an annuity. The parties will investigate the correct IRS guidelines to accomplish this in order not to jeopardize the benefit package of other employees.

E. Life Insurance

The Board will provide \$20,000 (twenty thousand) life insurance. Additional insurance coverage may be purchased on an individual deductible basis, provided no change will be allowable beyond a deadline established by the administration.

F. Insurance Plan Provider Flexibility

The district may provide insurance plans, including healthcare, dental, and vision, through a provider chosen by the benefits committee, ensuring the same or equivalent benefits as outlined in the agreement.

G. Termination of Benefits

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

APPENDIX C – 403(b)

Due to the fact that IRS rules and guidelines surrounding employer 403(b) plans have changed, the parties agree:

- A. The Board and the Association recognize the importance of providing investment alternatives to assist employees in achieving their retirement savings goal. Although the district intends to utilize TSA Consulting Group as a Third-Party Administrator of district 403(b) plans, there will be no agreement between the district and the MRIC (Consortium) that is contrary to any provision contained in the Master Agreement. Vendors utilized and available to employees of the district shall be named as appropriate under IRS regulations and the Master Agreement.
- B. As the regulations regarding the administration of 403(b) plans continue to evolve, the parties also agree that:
 1. A plan document, consistent with all legal requirements shall be adopted on or before December 31, 2008. Furthermore, no changes, except for those changes required by the IRS, shall be made to the Plan Document without mutual written agreement between the Board and the Association through end of contract.
 2. If fees are charged to participants by the TPA, the Board and Association will reconvene to discuss these fees.

3. The list of vendors will remain the same, unless a particular vendor opts out of participating. No deletions to the approved vendor list will be made by the Board without consulting the Monroe City Education Association. Any change to the vendor list shall be only by written mutual agreement between the Board and the Association.
4. The school district has named TSA Consulting Group as the third-party administrator (TPA) for the School District's 403(b) Tax Sheltered Deferred Retirement Plan.
5. The Board shall provide any communication that may have a direct impact on potential changes and members' 403(b) plan program.

APPENDIX D: CODE OF ETHICS OF THE EDUCATION PROFESSION

(As adopted by the Representative Assembly of the National Education Association, July 1975)

Article XII of the Constitution of the Michigan Education Association provides that the Code of Ethics adopted by the National Education Association shall be the Code of Ethics for the members of the Michigan Education Association.

Preamble

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, the devotion to excellence and the nurturing of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

Principle I - Commitment to the Student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to unnecessary embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, or family, social or cultural background, or sexual orientation, unfairly:
 - a. Exclude any student from participation in any program.
 - b. Deny benefits to any student.

- c. Grant any advantage to any student.
- 7. Shall not use professional relationships with students for private advantage.
- 8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

Principle II - Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

- 1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
- 2. Shall not misrepresent his/her professional qualifications.
- 3. Shall not assist entry into the profession of a person known to be unqualified in respect to character, education or another relevant attribute.
- 4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
- 5. Shall not assist a non-educator in the unauthorized practice of teaching.
- 6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
- 7. Shall not knowingly make false or malicious statements about a colleague.
- 8. Shall not accept any gratuity, gift or favor that might impair or appear to influence professional decisions or actions.

APPENDIX E: Provisions for “Non-Teachers”

The below provisions shall supersede any contrary and/or inconsistent terms contained within the Interim Operating Rules between the Monroe Public Schools Board of Education and the Monroe City Education Association MEA/NEA or shall be read into the Interim Operating Rules if no such provision or term exists, for **ONLY** those members of bargaining unit specifically identified with respect to each individual provision. Said members may include, but not be limited to non-certificated Speech Therapists, non-certificated Counselors, non-certificated school psychologists.

The below provisions shall remain in full force and effect for the duration of the Agreement.

The below provisions, shall **NOT**, either individually or collectively, be given any effect or be enforceable with respect to any member(s) of the bargaining unit not specifically identified for each provision respectively.

- (1) For those members of the Monroe City Education Association MEA/NEA whose employment is **NOT** regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191:

Article 2, Section G, shall read as follows, specifically including the bolded/underlined portion:

When a member is found to be in violation of this contract, discipline, when necessary, will be applied according to a progressive scale of severity as follows: verbal warning, written reprimand, temporary suspension without pay, and discharge when severity of offense warrants it. When a member is given a verbal warning, both administrator and member shall testify by signature on an appropriate form that a verbal warning was issued. In cases where a member leaves school for more than 30 minutes without proper notification to and approval from the appropriate building administrator, the teacher's pay shall be reduced in accordance with the amount of unexcused time. **This type of violation shall commence with a written reprimand on the progressive scale of severity.** The above action shall be subject to the professional grievance procedure hereinafter set forth.

Article 2, Section K, shall read as follows, specifically including the bolded/underlined portion:

No member shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the member and Association.

- (2) For those members of the Monroe City Education Association MEA/NEA who are **NOT** teachers, as defined in section 1 of article I of 1937 (Ex Sess) PA 4, MCL 38.71:

Article 10 shall read as follows, specifically including the bolded/underlined portion:

If a member transfer must be made from one building to another **it will be done on a voluntary basis. In the event transfers from one building to another are necessitated by enrollment, population and/or curriculum changes and no volunteers appear,** the transfer shall be based on certification, teaching experience in Monroe Public Schools and other factors that may enter into the decision. The Association will be consulted when such transfers become necessary.

Article 10, Section A shall read as follows, specifically including the bolded/underlined portion:

If, due to student enrollment decline, a member must be transferred from one building to another building, the school district shall transfer the **member with the least seniority (from the building that experienced the enrollment decline)** provided:

1. That the member that is transferred to another building is certified, qualified and meets the minimum North Central and NCLB qualifications for the area he/she is assigned to.
2. That the remaining members in the building are certified, qualified and meet the minimum North Central and NCLB qualifications.

Article 10, Section C shall read as follows, specifically including the bolded/underlined portion:

Whenever any vacancy occurs within the member, administrative and/or supervisory staff, the Board will post the vacancy electronically. (During the summer months, the same procedure will be followed as in B above). Postings will include a general statement of the qualifications required. The parties recognize that in filling vacancies of an administrative or supervisory nature, the prerogative and decision of the Board will be final.

Once the right of assignment has been exercised, the remaining openings in a building or department should be electronically posted. **If at least three tenured, certified, and qualified bargaining unit members are available for consideration by a building or department, interviews will be held, and the position will be awarded to one of those bargaining unit members. Any bargaining unit member currently on a plan of improvement is not eligible for a transfer. If less than three tenured, certified, and qualified bargaining unit members are available for consideration, they will be placed in a pool that may include outside applicants and will be offered the opportunity to interview for the position.**

A bargaining unit member with seniority who has attempted a transfer to a position they are certified and qualified for and has not been chosen in multiple attempts (at least 3) may request a member of the executive board to attend a subsequent interview as an observer. This observer will act as an advocate on behalf of the senior bargaining unit members who will be participating in such interview. The observer (advocate) will not be a voting member of the interview committee, and the decision of the committee is not subject to a grievance.

Special Program to General Classroom: Members who are hired to or assigned to a special program who wish assignment to a general classroom assignment, must apply for consideration through the posting process. Special program members will be considered by the receiving building interview team and may or may not be chosen for the position. Also considered will be special certifications necessary for the current position and the ability to find an acceptable replacement.

Qualifications for internal vacancy postings: The qualifications of a vacant position shall be determined by the school district. Qualifications for positions that would be posted may be more specific than those used in the layoff and recall procedure. By way of illustration and not limitation, qualifications could include academic background, recent experience, professional attainments, specific majors or minors, and other factors deemed relevant by the school district.

Article 10, Section E shall be inserted and read as follows:

Members will be informed, in writing, of the coming year's assignment within the building or department by July 1. Said assignments shall not be changed unless an emergency exists, in which case the principal will make a reasonable effort to notify and consult with the member. The members and the Association will be informed, by certified letter, of the emergency within 48 hours of the time it occurs.

Article 10, Section J (1) shall read as follows, specifically including the bolded/underlined portion:

If a tenured part-time member requests in writing to the Human Resources Office to return to a full-time position and a vacancy exists within the district for which the member is certified and qualified, the member would have full right of acceptance or refusal for that position vacancy provided he/she is the only inside applicant for the posted position. When there are multiple applicants from inside the association, the posted vacancy will be filled in accordance with Article 10 Section C. **Any bargaining unit member currently on a plan of improvement is not eligible for a transfer.** No member will be **transferred or laid off** to make room for a part-time member to return to full-time.

- (3) For those members of the Monroe City Education Association MEA/NEA who are **NOT** teachers, as defined in section 1 of article I of 1937 (Ex Sess) PA 4, MCL 38.71:

Article 11, Section B shall be inserted and read as follows:

Frequency of Formal Observation Periods: An observation period will consist of at least two scheduled observations and if necessary, up to two unscheduled observations, covering at least 8 but not more than 20 school days. These timelines may be extended by mutual agreement of the parties.

Monroe Public Schools

Teacher Evaluation Process

Step I: Initial Meetings: At least thirty (30) calendar days prior to the beginning of the formal observation period there shall be a conference between the member and the evaluator. This conference will include:

- Both the member and the evaluator will review the domains and components and do preliminary checks on where the teacher might fit in the rubrics of each component.
- The member and evaluator will discuss and select the components on which the evaluation will focus. The evaluator has the option of including a component if the evaluator feels there is a strong need to address an area.
- Set up a follow-up conference, if needed, to finalize the areas on which the evaluation will focus.
- Discuss a tentative timetable for the observation period(s).

Step II: Pre-observation conference: Within 5 days of the beginning of the observation period a conference will be held between the member and evaluator to review the general plan for class observations. The member may provide the information orally or in writing. Forms are available to assist in collecting this information.

- Provide a general plan for instruction during the observation period.
- Provide a more detailed lesson plan for all scheduled observations.
- Provide information on Students and Resources.

Step III: Observations: Observations during the observation period are both scheduled and unscheduled.

- All observations are to be conducted openly and with full knowledge of the teacher, including any unscheduled observations (member knows the evaluator is in the room).
- Each observation shall last at least 30 minutes, or the duration of a particular teaching lesson.
- No observation may interfere with the normal teaching/learning process.

Step IV: Post-Observation - Conference:

- Following the first scheduled observation, the member will complete a reflection sheet on the lesson observed and this reflection should be included in a follow-up conference with the evaluator.

- It is expected that there will be written and/or oral feedback to the member following each observation during the observation period.
- Throughout the observation period, the member will have the opportunity to provide documentation and artifacts pertinent to the appropriate domains/components to be considered for the final evaluation report.
- If an evaluator finds the member's performance unsatisfactory in any area, the reason(s) shall be set forth in writing along with suggestions for improvement contained in a plan of improvement.
- Such plan of improvement will continue until a subsequent report of satisfactory progress in the area of deficiency.
- Members shall have the right to discuss the report with the evaluator and to have a union representative present at such discussions.

Step V: Final Evaluation Report: The final report shall be reduced to writing on the Member Evaluation Form agreed to between the association and the district.

- Following the final observation, both the member and the evaluator will check the appropriate rubric for each component included in the evaluation and a conference held within 10 days to discuss the similarities and differences. The member will have a final opportunity to provide documentation to support any area where there are differences.
- A copy of the final written evaluation shall be given to the member within 10 working days following the completion of the above conference.
- The final written evaluation should contain only information previously known to or discussed with the member.
- The member is required to sign the evaluation form and will receive a copy for their records.
- If a member disagrees with the result of an evaluation report, he/she may submit a written explanation for attachment to the personnel file copy.
- If a member is denied continued employment, the Board will advise the member of the reasons, in writing, with a copy to the association, and provide a hearing where requested.
- Probationary members shall receive a written recommendation within 60 days prior to the end of the probationary year(s) specifying renewal or non-renewal of probationary contract or tenure recommendations.
- Non-renewal of probationary members shall be governed by existing tenure statutes.

Failure to follow the steps of this process shall be subject to grievance.

- (4) For those members of the Monroe City Education Association MEA/NEA whose employment is **NOT** regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191:

Article 12, Section C (3) shall read as follows, specifically including the bolded/underlined portion:

Any member found to have misrepresented, violated or abused his sick leave and/or temporary leave provisions of this Agreement, may be denied compensation for those days and may be disciplined **in accordance with just cause.**

- (5) For those members of the Monroe City Education Association MEA/NEA who are **NOT** teachers, as defined in section 1 of article I of 1937 (Ex Sess) PA 4, MCL 38.71:

Article 15, Section A shall read as follows, specifically including the bolded/underlined portion:

Prior to the Board acting to reduce the teaching staff **for reasons such as a decrease in students or of operating funds,** the Board shall notify the Association in writing of the necessity, the procedure for laying off positions needed based upon the proposed educational program for the forthcoming year. **Teachers must be certified and qualified by state and federal guidelines for the positions they fill. Teachers shall be given notice of layoff before June 30 for the first semester/first trimester and by November 15 for the second semester/third trimester. It is understood that teachers not laid off for first trimester will maintain employment until the end of the second trimester.**

Article 15, Section C shall read as follows, specifically including the bolded/underlined portion:

Certified shall be defined as a state recognized valid teacher certificate. A member will be considered certified for only those areas listed and university verified as of February 1. In the case of special education placements, certification shall be dictated by the ability of the individual to qualify for a certificate endorsement and the ability to qualify for Department of Education approval. **After the first day that teachers report in the fall, updating of endorsements (majors and minors) shall be allowed for the purpose of recall ranking. Recall of teachers on layoff shall not be affected by changes in certification until the next layoff period. Members who are laid off because of necessary reduction shall be appointed to the first vacancy occurring for which they are certified and qualified in the reverse order in which they were laid off.**

Article 15, Section D shall be inserted and read as follows:

For purposes of this article, "qualified" shall be based on: Certification in grades K-6 and 9-12. It is hereby recognized that all areas except mathematics, science, social studies and English in grades 7 and 8 require special qualifications. Beginning in 2006-07, all members must meet the federal definition of "highly qualified" under the No Child Left Behind statute. For all areas, except those listed above where certification is sufficient, additional qualifications are needed and shall be based on:

- 1. Certification and a major or minor or the equivalent hours in the specific teaching area, or**
- 2. Certification as above and student teaching experience in the discipline, or successful teaching experience in the discipline, or**
- 3. Certification as above and teaching of the same subject matter in grades 5-6.**
- 4. Nothing in this article shall require the school district to assign a member to a teaching position which would cause a school building to jeopardize its accreditation standing. If a teacher is properly certified to teach a grade level but does not meet the necessary accreditation standards, the teacher may be assigned temporarily to an area the teacher is certified but not qualified to teach if:**

- a. **The member submits a university approved program which will demonstrate the member will complete all necessary coursework to meet the accreditation standard within 2 years of being assigned to the area. This must be submitted to the Human Resources Office no later than the end of the first semester following placement in the area.**
- b. **The employer will pay for the additional necessary training to qualify the employee as per Article 7, Section H; #3.**

Article 15, Section E shall read as follows, specifically including the bolded/underlined portion:

Members on leaves of absence will be given notice of layoff if they were scheduled to return to work but no position exists because of a layoff. Such members shall be placed on the recall list **and given notice of recall consistent with the above-mentioned section C.**

APPENDIX F: CALENDARS

Notes: All school times are based upon an instructional time audit by a state department representative and will be adjusted as needed to reflect the required number of instructional hours.

The parties agree that this calendar contains 180 student instructional days and at least 1098 hours of instruction. Any single grade, school, or group of schools that fall below the state required hour benchmark must be scheduled for the time necessary to meet the minimum hour standard. Only time needed to meet the state minimums will be added.

If days or hours must be added due to weather days, delays, or other emergencies requiring the cancellation of instruction, the parties will meet as near to April 1 as possible to mutually agree as to how best make up the time.

A district-wide fall conference date will be set. This initial parent member conference will be scheduled for a duration of five (5) hours. On this date the students will be in session for the AM. Conference times will occur in the afternoon for a three (3) hour block and in the evening for a two (2) hour block (5-7 PM). Subsequent conferences will be scheduled from 5-7 PM for each marking period.

All in-service days will begin at 8:00 AM and end at 3:00 PM for all members, unless otherwise posted. The in-service days are intended to include six (6) hours of staff work time. A building meeting may be called during the fall in-service days, for the purpose of orientation and in-service.

The parties agree to attend the County Common Calendar meeting when scheduled each year to give input on the key parameters for the calendar. The parties also agree to discuss and set a tentative calendar as soon as possible after the Common Calendar meeting in order to communicate critical dates to staff and parents for their own planning and scheduling purposes. Negotiated calendars are available on the Monroe Public Schools website.

Member record days are for the purpose of providing time to allow teachers to prepare grades. All members are required to submit grades on the designated date. Teachers are not required to remain at school during this time. Teachers are expected to have grades and comments entered in the student management system by 7 AM on the fifth business day after the end of the marking period.

Letter of Understanding (Preschool Programs)

- A. The parties agree to recognize the pre-school member positions which require elementary certification as being represented by the Monroe City Education Association Bargaining Unit.
- B. In exchange for the recognition and accretion of the pre-school member position which require elementary certification, the association agrees that other pre-school positions which do not require elementary certification shall not be recognized as being represented by the Monroe City Education Association Bargaining Unit even if such positions are filled by a certified employee.

Letter of Understanding (Clinical Supervision)

Clinical Supervision is an informal developmental strategy for improving actual teaching and learning in the classroom on an ongoing and routine basis. The intent of Clinical Supervision is the instructional growth of the members through mutual goal setting, trusting supervisory relationships, two-way communication and the building of a supportive climate.

- A. Purpose of Supervision
 - 1. Give support to members to maintain the skills they already have.
 - 2. Identify where growth could come and encourage that growth.
 - 3. Provide assistance and facilitation when necessary.
- B. Expectations of Administration:
 - 1. Periodic observation and communication between the administrator and the teacher.
 - 2. Visits may be on a planned or unplanned basis.
 - 3. Oral and/or written feedback must be provided after every third visit at a minimum.
 - 4. Any written material developed as a result of clinical supervision will be provided only to the teacher.
 - 5. Communicate any instructional concerns to teachers and develop plans prior to the formal evaluation process.
- C. Expectations for Members:
 - 1. To participate in the process and strive toward excellence.
 - 2. Accept informal feedback and strive to meet growth objectives prior to the formal evaluation.
 - 3. To participate in any post supervision conference to develop growth plans.

Letter of Understanding (Sick Bank)

During the 2009/10 school year a committee will be formed to address additional sick bank language.

Letter of Understanding (Mediums of Instruction)

During the 2009/10 school year a committee will be formed to study the delivery of instruction using different mediums of instruction.