

Master Agreement

**Between the
Eaton Intermediate Education Association,
ECEA/MEA/NEA**

And the

Eaton Intermediate School District

Charlotte, Michigan

July 1, 2008-2010 - June 30, 2010-2012

TABLE OF CONTENTS

ARTICLE I:	Recognition	3
ARTICLE II:	Board Rights	4
ARTICLE III:	Association & Personnel Rights.....	4
ARTICLE IV:	Professional Dues & Payroll Deductions	6
ARTICLE V:	Caseloads, Assignments & Working Hours.....	7
ARTICLE VI:	Working Conditions.....	10
ARTICLE VII:	Professional Qualifications.....	11
ARTICLE VIII:	Vacancies, Promotions & Transfers	11
ARTICLE IX:	Illness & Disability.....	14
ARTICLE X:	Professional, Personal & Association Leave	16
ARTICLE XI:	Unpaid Leaves of Absence.....	18
ARTICLE XII:	Professional Evaluation	20
ARTICLE XIII:	Professional Behavior.....	21
ARTICLE XIV:	Professional Compensation	22
ARTICLE XV:	Employee Layoff & Recall.....	27
ARTICLE XVI:	Continuity of Operations.....	30
ARTICLE XVII:	Maintenance of Standards	30
ARTICLE XVIII:	School Calendar.....	30
ARTICLE XIX:	Insurance Protection	31
ARTICLE XX:	Grievance Procedure.....	34
ARTICLE XXI:	Miscellaneous Provisions	36
ARTICLE XXII:	Job Sharing	38
ARTICLE XXIII:	Duration of Agreement	39
	Appendix A – 1 Salary Schedules	40
	Appendix A – 2 Meadowview School Calendar	41
	Appendix A – 3 Individual Contract Form	43
	Appendix A – 4 Grievance Report Form	44
	Appendix A – 5 Compliance Statement	46
	Appendix A – 6 Guidelines for the Administration of the Short-Term Disability Bank.....	47
	Appendix A – 7 Evaluation Forms	48
	Letter of Agreement RE: Placement Specialist Positions	59
	Letter of Agreement RE: Academic Credits	60

This Agreement entered into the 1st day of July 2008, by and between the Board of Education of the Eaton Intermediate School District in the County of Eaton, Michigan, hereinafter called the "Board," and the ECEA/MEA/NEA, hereinafter called the "Association."

WITNESSETH:

WHEREAS: The Board functions within the powers and duties delegated by State and Federal Law and is solely responsible for the adoption of policy, and

WHEREAS: The Board and the Association have statutory obligations, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain in good faith with respect to hours, wages, and conditions of employment, and

WHEREAS: The parties have reached certain understandings, which they desire to confirm in the Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I: RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all regularly employed full-time and part-time professional personnel, excluding all persons working full- or part-time in any of the following positions:
- Director of Special Education
 - Director of Vocational Education
 - Supervisor of Trainable Programs
 - Paraprofessionals
 - Principals of Area Programs
 - Custodians
 - Executive Employees
 - Clerical Employees
 - Per Diem Employees
 - Supervisors and
 - Coordinator/Planner Monitor.
- B. The term "employee," when used in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit, and references to male employees shall include female employees.
- C. The term "provisional" shall mean all first and second year employees unless the second year employee was granted continuing tenure and/or employment by the Board.
- D. The term "Board" shall include its officers, members, or delegated agents.
- E. The Board agrees not to negotiate with any employee organization other than the Association for the duration of this Agreement.
- F. Nothing contained herein shall be construed to deny or restrict any employee or the Board rights either may have under the Michigan General School Laws, and applicable State Statutes. The rights granted to either hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II: BOARD RIGHTS

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Eaton Intermediate School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:
1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
 2. The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause; and to promote and transfer employees.
 3. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
 4. The selection of textbooks and teaching materials, and various teaching aids.
 5. The right to determine class schedules, class size, the hours of instruction and assignment of teachers with respect thereto.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by the express provisions of this Agreement.

ARTICLE III: ASSOCIATION & PERSONNEL RIGHTS

- A. The facilities and office equipment of the District shall be available to the Association for the transaction of Association business. The use of the facilities and equipment shall be scheduled with the Superintendent; shall not interfere with normal operations; and any expense involved shall be borne by the Association.
- B. The Board agrees to furnish to the Association, in response to reasonable requests, all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all employees, salaries paid thereto and educational background, together with information which may be necessary to process any grievance or complaint by the Association.

- C. The employees shall be entitled to full rights of citizenship and no religious or political activities of any employee, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, as long as this does not interfere with the employee's ability to deliver his/her services.
- D. The Board shall place on the agenda of each regular Board meeting under "New Business" any matters brought to its attention by the Association, provided those matters are made known to the Superintendent's office one (1) week prior to said meeting. The Association will be provided with copies of Board agendas and minutes upon request to the Superintendent. In addition, Board agendas and minutes will be posted on the central office bulletin board upon completion.
- E. The Association agrees to abide by Act 379 of the Public Acts of 1965 and to all applicable laws and statutes pertaining to employee rights and responsibilities. The Association also agrees to abide by the Board of Education written policies and procedures not inconsistent with the terms of this Agreement.
- F. The Association agrees that the employees shall have the right to join any employee organization, but membership in an employee organization shall not be required as a condition of employment, except as provided for in Article IV (Professional Dues and Payroll Deductions) of this Agreement.
- G. The private life of an employee is his/her own affair unless his/her conduct shall adversely affect his/her relationship with students or the discharge of his/her professional duties.
- H. All communications obtained from a student or client by an employee in the course of his/her professional duties and deemed by said employee to be of a confidential nature need not, except with the consent of said employee, be disclosed to anyone outside the school system unless said disclosure has been determined to be required by law. Within the school system it may be necessary in cases of emergency to share communications of a confidential nature with the immediate supervisor who will make the determination as to whether the information should be subject to further disclosure. Such information, once revealed, shall not be considered cause for discipline or dismissal of the employee who obtained the information nor may any reference to such information become part of any personnel record of the employee who obtained the information.
- I. The Board hereby agrees that it will comply with Federal laws prohibiting discrimination and with all requirements imposed by or pursuant to regulations of the United States Department of Education. Therefore, it shall be the policy of the District that no person on the basis of race, color, religion, natural origin or ancestry, age, sex, height, weight, or marital status shall be discriminated against, excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any federally funded program or activity for which the employee is responsible or for which it receives federal financial assistance from the U.S. Department of Education. This policy

of non-discrimination shall also apply to otherwise qualified handicapped individuals. See Appendix A-5.

ARTICLE IV: PROFESSIONAL DUES & PAYROLL DEDUCTIONS

- A. On or before the 30th day of September of each year, the Association shall notify the Board, and provide assignment authorization cards, for the amount of the annual dues payable by members of the Association and the equivalent amount payable by non-members or the maximum amount legally allowed pursuant to Section 10 (1) (c) and (2) of the Public Employment Relations Act. The Association shall not submit authorization cards for any employee who pays directly to the Association the full amount of annual dues or who pays directly to the Association the full amount of annual non-member fees, which are required under this agreement, prior to September 30th of each year. Each new employee hired after September 30th shall, within thirty (30) days of employment, either pay the full amount of dues or non-member fees directly to the Association or authorize payroll deduction of the dues or fees. Pursuant to such notification and authorization, the Board shall deduct the dues in ten (10) equal amounts, with deductions coming from two (2) pays in October and from the first pay in the months of November through June of each year. Upon remitting such amounts, the Board shall have no further liability or responsibility with respect thereto.
- B. The parties agree every employee permitted to work will be required each school year to sign an individual contract of employment as provided in Section 1231 of the Revised School Code and that every such contract shall contain the following:
- "This contract is subject to a collective labor agreement heretofore and hereafter negotiated by the Board and the ECEA/MEA/NEA. The terms of such collective labor agreement are incorporated herein and, by accepting this contract, you agree to be bound by all such terms including wage deduction provisions thereof."
- C. It is understood that bargaining unit members in arrears are subject to court action, costs, and fees. The Board bears no responsibility for non-compliance by an individual bargaining unit member.
- D. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, United Fund, IRS Section 457, Section 529 and Section 403(B) or any other plan mutually approved by the Board and the Association.
- E. Any employee who does not perform services during the school year shall have dues reduced by one-tenth (1/10th) of the yearly dues for any entire month not worked except during a paid leave of absence.

ARTICLE V: CASELOADS, ASSIGNMENTS & WORKING HOURS

- A. It is hereby acknowledged that the professional nature of the employee's assignment requires work outside the regular (on school premises) day. The minimal on-site requirements are six and one-half (6½) working hours per day scheduled between the hours of 8:30 a.m. and 4:00 p.m. unless otherwise dictated by program priorities. Recognizing the increases in hours of pupil instruction required by the State, the parties do hereby agree that those minimums will be met in each year of this contract.
1. Meadowview Staff:
 - a. Pupil contact time for each individual teacher will be five (5) hours per day, but teachers shall have the option of a fifteen (15) minute break in both the morning and the afternoon or a one-half (½) hour duty-free lunch period.
 - b. Teachers who elect a duty-free lunch period may be required to arrange same outside of student lunch periods.
 - c. Professional hours shall apply only for those required hours that do not coincide with the student day.
 2. Staff/related service provider(s): when assigned to a specific school district shall work the daily schedule and calendar of the district he/she is assigned. The EISD reserves the right to schedule required staff development activities for up to five (5) days during each school year (these days will be within the constituent calendar rather than an extension of their calendar).
 3. Workdays shall end one-half (½) hour earlier on Fridays and days preceding holidays provided students are not left unsupervised.
- B. Part-time employees shall have a set schedule that conforms with all the provisions of the Professional Agreement.
- C. It is the employee's responsibility to keep his/her schedule updated on a weekly basis.
- D. Each employee shall be assigned duties and responsibilities by his/her immediate supervisor. Guidelines published by the Michigan Department of Education and/or restrictions of funding agencies will be considered in developing staffing patterns and assignments.
- E. Conditions for extended employment:
1. Assignments in addition to the normal working schedule during the regular school year or summer programs shall be voluntary. Extended and summer programs will be offered to incumbent employees of the program prior to in-

house posting of the position(s). Incumbent employees shall have five (5) days to indicate their interest in extended employment. Should no qualified bargaining unit member desire the position, non-bargaining unit members may be hired.

2. Summer support positions traditionally not filled by bargaining unit members may continue to be filled from outside the regular staff except that such positions will be offered to regular year employees if they are laid off and qualified for a summer support job. Employment in a summer support position shall not constitute a recall from layoff. All other programs such as Home Construction, Child Care and Health Aid shall be filled as described in Section E-1.
 3. Compensation for positions described in Section E-1 will be in accordance with the salary schedule as set forth in Appendix A-1. For programs, which may be subject to hourly pay or per diem salary, due to the nature of special funding, the greater of the two amounts will be paid, unless such payment will jeopardize the establishment of the program. In such case, the parties agree to meet and negotiate the compensation to be established for the position.
- F. Except in emergency situations, no person shall be assigned, without his/her consent, outside the professional discipline for which he/she is qualified and/or certified.
- G. All employees shall be given written notice of their tentative assignments for the forthcoming year no later than July 1 of the summer preceding the school year. In the event that changes in such assignments are necessary, all employees affected shall be consulted promptly or notified by registered or certified mail.
- H. Employees, who by the nature of their work, must make parent contacts, attend meetings, or otherwise perform duties that cannot be accomplished during regular school hours, may be allowed to rearrange their daily schedules with administrative approval if the time involved in such parent contact, meeting or duties warrant such a rearrangement.
- I. Circumstances, other than those referenced in Section H above, which may provide the basis for more flexible scheduling of professional responsibilities, shall be submitted to the immediate supervisor in writing. In order to establish the flexible scheduling, the bargaining unit member shall:
1. Provide a brief description of the process to be used in communicating with the immediate supervisor.
 2. Provide a brief description of how the professional responsibilities are to be completed.
 3. Schedule the work time designating the days, hours and site(s) on which said

services will be rendered.

4. Submit the foregoing to the immediate supervisor for his/her approval at least thirty (30) days in advance of the date on which the proposal is to be effected.
 5. Should the immediate supervisor withhold approval, the reason shall be stated and such denial shall be for just and reasonable cause.
- J. Each employee shall be responsible for maintaining the proper files for services rendered and such permanent reports as are required by the Board.
- K. If conditions beyond the control of school authorities, such as severe weather, cause the closing of schools, the following procedure will be followed:
1. If Charlotte, Eaton Rapids and Grand Ledge are closed, employees need not report to assigned buildings or districts or the Eaton Intermediate School District office, except as provided in Section K-2 below. If any of these three (3) districts are open, employees are to report to the assigned building or district if it is open. If the assigned building or district is not open, employees are to report to the Eaton Intermediate School District office.
 2. Staff/related service provider(s) assigned to a constituent district shall not report if that district is closed. In cases where staff work in multiple districts, they will report only to those districts that are open. It is agreed that we will continue our practice of ensuring that no EISD students are left unsupervised as a result of inclement weather school closings.
 3. If uncertain, it is the employee's responsibility to determine the situation by calling the office of his/her immediate supervisor.
 4. When a local school district is closed before the end of the normal workday because of inclement weather, the itinerant employee shall be released from professional responsibilities at the same time that local professional staff are released.
 5. In the event an employee has requested a sick leave day or a personal leave day when he/she is not required to report as per the above, he/she shall suffer neither loss of salary nor loss of leave time.
 6. It is understood that except as required by law, bargaining unit members will not be required to work beyond the negotiated calendar established in this Master Agreement due to the "closing" of the EISD or local school districts.
- L. Employees assigned to schools which, for reason of strikes or work stoppage or withholding of services are not in session, shall be reassigned by the Board.

- M. Social Workers' caseloads will not exceed an aggregate of twenty-five (25) hours of direct student contact, inclusive of evaluation, per week. Social Worker responsibility for providing other than direct student contact services shall make up the remainder of the individual's workweek. Such services shall include teacher consultation, outside agency consultation, parent contact and related paper work.
- N. In recognition of the concept that a professional's day is not a fixed time period, but must be fluid to enable the staff the ability to perform the duties of the job, professional working hours shall be an acceptable practice. This shall not mean the hours of Article V, Section A (Caseloads, Assignments and Working Hours) are increased or decreased. The flexibility is designed to meet the changing demands of the District's clients.

ARTICLE VI: WORKING CONDITIONS

- A. The Board agrees to make available telephone service, typing and duplicating facilities, and clerical personnel to aid employees in the preparation of instructional materials, case reports and correspondence, all of which must be job related.
- B. The Board recognizes that adequate and non-hazardous working space is necessary in each building where itinerant personnel work. The Board will make recommendations to local school districts on these needs and will cooperate as fully as possible with the personnel and the local school board to provide them. Upon the employee's request, the Board or its designated agent will conduct an on-site inspection/investigation. Should the supervisor determine the workspace is not safe or unhealthy or doesn't comply with legal requirements, the employee shall not be required to provide services in the affected area until the situation is corrected.
- C. Conditions that are considered hazardous shall be reported immediately to the building principal. Employees will not be expected to perform services under conditions recognized by appropriate governmental agencies as hazardous to health or safety. Conditions may include materials or substances, as well as conduct of students or other adults.
- D. Any employee who feels that existing facilities are inadequate may file a written statement with the Board specifically outlining needed improvements. The Board agrees to confer with the local superintendents and/or principals regarding any reported deficiencies that may exist. Such conference will be held at the earliest possible time.
- E. The Board recognizes the need for and the importance of the use of professional reference materials by its employees. It, therefore, agrees to provide and maintain professional reference materials in the Instructional Materials Center. The purchase of such material shall be in accordance with the standard requisition procedures of the District.
- F. The Board also agrees to provide testing equipment, play equipment, and other job

related equipment as requested and administratively approved.

- G. Employees will substitute only in the event of an emergency or as a professional courtesy. Such substituting will not alter the working schedule or the financial arrangements of the employee.

ARTICLE VII: PROFESSIONAL QUALIFICATIONS

- A. Professional employees shall meet and maintain the legal and professional standard and qualifications required by the Intermediate School District Act 190 and such other enabling legislation as is applicable to the operation of the Intermediate District.
- B. Qualified is defined as possessing those requirements as outlined in the job description. Requirements shall be those reasonably required to perform the duties of the position. Modifications in the job description shall not serve to disqualify an employee who holds the position at the time modifications are instituted. Those requirements outlined in a job description in effect preceding an official layoff action shall be controlling when implementing the layoff procedure.
- C. It shall be the responsibility of the employee to ensure that his/her certification and qualification data are kept current in his/her personnel file.

ARTICLE VIII: VACANCIES, PROMOTIONS & TRANSFERS

- A. For purposes of this Agreement, a vacancy shall be defined as a newly created position or a position, which has been occupied by an employee who will not be employed for the ensuing year. However, a position which is unfilled due to the absence of an employee who has an enforceable right to return to that position pursuant to the Master Agreement between the Board and the Association shall not constitute a permanent vacancy. A transfer is defined as a change in assignment from district to district, or from building to building within a local district, but the parties do hereby recognize the right of the Employer to assign center program employees **AND ITINERANT EMPLOYEES** to any program in a local district **IF THE ASSIGNMENT IS IN THE COMPELLING BEST INTEREST OF STUDENTS AND FAMILIES SERVED BY EATON INTERMEDIATE SCHOOL DISTRICT** without such assignment being considered a transfer.
- B. Whenever a vacancy arises or is anticipated, written notice shall be provided to the Association within seven (7) calendar days. The Board shall post notice of such vacancy within the Central Office for ten (10) workdays prior to filling said vacancy. A copy of same will be sent by registered mail to all employees on leave and layoff status, who have on file the matching certification and qualifications for the vacancy. Workdays shall be defined as days that the central office is open for business.

Any new positions, including supervisory positions, shall be posted with accompanying job descriptions. If the posted job requirements are changed, the position shall be reposted with the new qualifications.

- C. With the exception of supervisory positions, the rights created under this Article may

not be exercised in such a manner so as to exclude the employment of a person who has more unit seniority than an employee requesting transfer.

1. All persons who possess bargaining unit seniority, whether actively employed in the unit, on leave or layoff, who desire to return to the unit, shall be employed and assigned on the basis of seniority, certification and qualification until all bargaining unit positions are filled.
 2. An employee who had voluntarily been placed in a part-time position shall have a right to continue only on a part-time basis, subject to possession of necessary seniority, certification and qualification. Such voluntary part-time bargaining unit members may apply for transfer to a vacancy in a full-time position in accordance with this Article.
 3. Any bargaining unit member may apply for a vacancy. In filling such vacancy the Board agrees to give due weight to professional background and attainments and the length of time each applicant has been employed by the District. Where certification, qualification and professional background are essentially equal, a vacancy will be awarded to the most senior applicant. The decision shall be made by the Superintendent. All applicants currently employed by the Board shall be notified of the decision in writing.
 4. A wage requirement based upon a grant wage limitation may be utilized by the Superintendent when necessary to fill a vacancy.
- D. For the purposes of this agreement, a temporary vacancy shall be defined as a bargaining unit position, which is anticipated to be unfilled for sixty (60) or more workdays. Temporary vacancies, which the District plans to fill, will be posted.
1. The Employer agrees to offer temporary vacancies to bargaining unit members in accordance with Section C-1 of this Article.
 2. If a temporary vacancy is filled from within the bargaining unit, the bargaining unit member involved will revert back to his/her original position at the end of the leave in question.
 3. Should there be no qualified bargaining unit member for the position, the Employer shall be entitled to hire a substitute to fill said vacancy.
 4. For purposes of this section, qualification shall be defined as possessing the requirements outlined in the job description or requirements as modified by the Board.

- E. In filling vacancies in administrative positions, the Board shall consider the professional background and attainments of all applicants from within the District as well as applicants from outside the District. The parties recognize, however, that the filling of vacancies in administrative and supervisory positions is a prerogative of the Board and the decision of the Board with respect to such matters shall be final and not subject to the grievance procedure.
- F. Requests by an employee for transfer shall be made in writing, one (1) copy of which shall be filed with the Board and one (1) copy shall be filed with the Association. The application shall set forth the reasons for transfers, the position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board. Transfer requests will not take the place of proper application for positions defined as vacancies. Vacancies will be filled as described in Sections B and C.
- G. An employee who wishes to be considered for transfer to vacancies, which may develop over the summer months, during the last regular week of the school year, shall indicate in writing to the Superintendent his/her specific interest and provide a summer address.
 - 1. All employees who have expressed written interest in a specific position will be notified of the vacancy by certified mail, return receipt.
 - 2. The employees so notified shall be responsible for contacting the Superintendent within seven (7) workdays of the delivery of such notification.
- H. An involuntary transfer will be made only in case of emergency and when a qualified professional is not available to prevent undue disruption of Intermediate School District services.
 - 1. The Board shall notify the affected employee and the Association of the reason for such transfer.
 - 2. Any employee in the bargaining unit affected by an involuntary transfer will be provided the option of returning to his/her original position at the beginning of the next school year.
- I. Special talents or expertise needed for the implementation of a new program, not found on the school District staff, should be sought through retraining of existing staff whenever practical.
- J. An employee who transferred to an administrative or executive position prior to July 1, 1982 and later returns to a position within the bargaining unit shall resume seniority and all other rights and benefits under the contract that he/she had prior to leaving the bargaining unit.

- K. If an employee and the Administration mutually agree that the employee will move from his/her current assignment to an assignment in a new pilot or experimental program (as determined by the Administration), the affected employee shall have the right to return to his/her former assignment at the end of the first year in the pilot or experimental program. During that year, the employee's former assignment will be considered a temporary vacancy under Article VIII, Section D (Vacancies, Promotions and Transfers). Should the regular employee opt to stay in the pilot or experimental program after the first year, his/her former assignment shall be posted in accordance with this Article. If the regular teacher chooses to voluntarily return to his/her previous position without regard to the continuation of the program, the notice to return must be given in writing no later than April 1st.

ARTICLE IX: ILLNESS & DISABILITY

- A. At the beginning of each school year, each employee shall be credited with ~~eight (8)~~ **TEN (10)** days of sick leave **BASED ON THE BASE 184 DAY CONTRACT. THE ALLOCATION WILL BE INDIVIDUALLY PRO-RATED BASED ON SCHEDULED CONTRACT DAYS. THE ANY** unused portion ~~of which~~ **OF THE SICK LEAVE** will accumulate up to a total of one hundred and twenty (120) days. For accounting purposes, one (1) full day is equivalent to ~~six and one half (6½)~~ **THE EMPLOYEE'S REGULARLY SCHEDULED** hours.

Employees working under extended contracts shall be credited with additional sick leave at the rate of one (1) day per month or a prorated portion thereof.

Negative days resulting from sick bank assessment may be carried until such time as a balance of days has accrued. The employee may use all or any portion of the sick leave to recover from:

1. His/her own illness or disability.
 2. Emergency leave may be used for the following:
 - a. Illness in the immediate family.
 - b. To arrange medical or nursing care for a member of the immediate family.
 - c. Immediate family shall be defined as: spouse, children, parents, in-laws, brothers, sisters, grandparents, aunts, uncles, and others living within the employee's household.
- B. The Board shall provide each employee with a statement at the beginning of each school year setting forth the total number of sick leave days in his/her account. The Employer agrees to record the employee's accumulated sick leave allowance on each paycheck stub. Deductions shall be made for all absences during work hours.

- C. If an employee resigns or retires with a negative accumulation of sick days which will not be covered by the Short-Term Disability Bank (see Section D below), an amount equal to the employee's daily rate times the negative sick day accumulation may be deducted from any pay owed to the employee prior to issuing a final paycheck.
- D. A Short-Term Disability Committee is hereby established for the purpose of creating additional illness days and determining both the parameters and the individual cases for disbursing such days.
1. The committee will be composed of two (2) administrators, and three (3) Association Representatives all of whom shall be selected in accordance with the respective parties' procedures. The committee will operate on a majority rule basis.
 2. The Board has contributed the initial thirty (30) days, when the leave bank days are reduced to fifteen (15) days upon separation of employment not due to death or retirement, all the employee's unused personal sick leave days shall be added to the bank.
 3. The committee shall have the authority to grant leave in accordance with the Guidelines for the Administration of the Short-Term Disability Bank, which is attached hereto as Appendix A-6.
 4. The committee shall have the authority to grant leaves to a maximum of twenty (20) days per person per year.
- E. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year. The leave may be renewed upon written request by the employee. The employee will notify the Board at least one (1) month in advance of the date of return.
- F. Absence due to injury, illness or disability incurred in the course of the employee's employment shall not be charged against the employee's sick leave except to the extent stated herein. The Board shall pay such employee one-half (½) the difference between his/her salary and benefits received under Michigan's Workers Compensation Act for the duration of such leave. Then the employee may use his/her accumulated personal sick leave to make up the remainder in order to receive an amount equivalent to his/her regular salary. Upon exhaustion of ~~personal~~ sick leave, the employee may apply to the Short-Term Disability Committee for a maximum of twenty (20) days to be granted on the prorata basis of: the difference between the Worker's Compensation benefit plus the Board's one-half (½), and regular salary. The Board shall pay such employee the difference between his/her salary and benefits received under Michigan's Worker's Compensation Act for the duration of such leave, **NOT TO EXCEED A MAXIMUM OF TWO YEARS.**

- G. Leaves of absence with pay not chargeable against the employee's sick leave days shall be granted for the following reasons:
1. Death in the immediate family.
 - a. Leave not to exceed ten (10) days upon the death of a spouse and significant other, which shall be defined as someone living in the employee's household whose significance is equivalent to that of a spouse.
 - b. Leave not to exceed five (5) days upon the death of a brother, sister, mother, father, child, grandchild, father-in-law, mother-in-law and grandparents.
 2. Other deaths: The employee may take one (1) day per death to attend the funeral of any person.
- H. An employee absent from work because of mumps, measles, scarlet fever, chicken pox, head lice, pink eye, impetigo or scabies shall suffer no diminution of compensation, and shall not be charged with loss of personal sick leave days.
- I. Paid leave days, including days used to supplement Worker's Compensation, will not run concurrently with FMLA leave, but must be taken before FLMA leave begins. There are no cash in-lieu-of payments while on FLMA leave, except as provided in Article XIX, Section E.

ARTICLE X: PROFESSIONAL, PERSONAL & ASSOCIATION LEAVE

- A. Each school year, four-hundred dollars (\$400) per bargaining unit member shall be set aside to be used exclusively for conference requests. [A pro-rated portion of four hundred dollars (\$400) shall be included for any part-time employee.] ~~Conferences, which are required by the Board, shall not be deducted from this fund.~~ **CONFERENCE, WHICH ARE REQUIRED BY THE BOARD AND MUTUALLY AGREED TO BY THE BARGAINING UNIT MEMBER, WILL BE DEDUCTED FROM THIS FUND. ANY COSTS OF BOARD REQUIRED CONFERENCES ABOVE THE \$400 WILL BE PAID BY THE BOARD.**
1. At the beginning of each school year, the General Education, Special Education and Vocational Education Departments shall each be credited with a pool of days equal to five (5) days per employee in the department, to be used for educational purposes agreed upon between the employee and the Administration.
 2. Each employee shall, with prior administrative approval, have the use of a maximum of five (5) days annually.
 3. Administrative approval shall be made on the merits of the conference in relation to the bargaining unit member's assignment ~~and on a first come, first~~

~~served basis.~~

- ~~a. Should a bargaining unit member's conference request be denied by the Administration, said denial may be appealed to a standing committee composed of two Association Representatives and two administrators.~~
- ~~b. If the committee reaches a decision, the decision of the committee shall be final and binding.~~
- ~~c. Should the committee be deadlocked, the matter may, at the employee's option, proceed to the Superintendent's level of the grievance procedure. If the matter is not resolved at the Superintendent's level it shall proceed directly to arbitration bypassing the Board of Education level.~~
- 4. If an employee's allotment is exhausted, the Superintendent will have the authority to approve or deny conference requests contingent upon the employee being allowed to pay all costs related to conference leaves if the employee so chooses.
- 5. Conferences paid for under this Article shall not be counted as inservice credit for the purposes of Article XIV (Professional Compensation).
- B. An employee planning to use a professional or conference day shall ~~notify~~ **REQUEST ADMINISTRATIVE APPROVAL FROM** his/her supervisor at least two (2) weeks in advance **AND PRIOR TO THE BOARD MEETING PRECEDING THE CONFERENCE FOR OVERNIGHT AND OUT-OF-STATE CONFERENCES** ~~of the planned activity~~. Within ten (10) workdays of his/her return, the employee may be required by his/her supervisor to file a written synopsis on the content of the activity.
- C. When administratively approved in advance, attendance at conferences in the following capacities are excluded from the time allocations outlined in Section A above:
 - 1. Attendance as an officer or advisor of the conference organization.
 - 2. Attendance at Board request **THAT IS MUTUALLY AGREED TO BY THE BARGAINING UNIT MEMBER.**
 - 3. Attendance as a scheduled presenter.
- D. **EACH BARGAINING UNIT MEMBER WILL ANNUALLY COMPLETE SIX (6) HOURS OF VIRTUAL PROFESSIONAL DEVELOPMENT APPROVED BY HIS/HER SUPERVISOR. THIS TRAINING WILL BE COMPLETED DURING NON-CONTRACT TIME OR INCLEMENT WEATHER DAYS**
- ~~D~~ E. At the beginning of every school year, each employee shall be credited with personal leave days ~~to be used at the discretion of the employee.~~ **PERSONAL LEAVE DAYS ARE**

INTENDED FOR PERSONAL BUSINESS THAT CANNOT BE CONDUCTED AT AN ALTERNATE TIME. PERSONAL LEAVE DAYS ARE NEITHER "FREE" DAYS NOR VACATION DAYS. The request for leave shall be submitted **IN WRITING** to the immediate supervisor at least twenty-four (24) hours in advance of the leave. Unused personal leave days in each fiscal year shall accumulate as sick leave.

1. ~~Four (4)~~ **TWO (2)** days shall be credited to the ~~180-184~~-day employees.
2. ~~Five (5) days shall be credited to the 230 day employees.~~ **INDIVIDUAL ALLOCATIONS WILL BE PRO-RATED BASED ON SCHEDULED CONTRACT DAYS, NOT TO EXCEED THREE (3) DAYS IN TOTAL.**

E F. The Association shall be credited with ten (10) days each school year for Association business.

F G. Absences of any employee due to being called for jury duty during work hours or subpoenaed to testify during work hours in any judicial or administrative matter, shall be allowed and not charged as personal business leave. Further, any remuneration for such legal appearances shall remain with the employee.

ARTICLE XI: UNPAID LEAVES OF ABSENCE

A. General Leave Provisions:

1. Applications for leave shall include a statement of the beginning date of the leave, the date of return to regular employment and a statement of the reason(s) for the request.
2. An employee may request early termination or extension of leave time up to one (1) year. The Board shall comply with such request when possible.
3. For leaves of absence of one (1) semester or more, the Board shall advise the employee in writing of the pending expiration of the leave at least three (3) months prior to actual expiration of the leave and advise the employee of his/her options. The employee shall reply to such notice in writing within fifteen (15) days of receipt of the Board's written notice and therein indicate his/her intent to return, seek an extension as provided in Subsection 2 above, or to resign. If the employee fails to timely reply in writing, this shall constitute the employee's resignation from employment effective on the expiration of the leave unless the Board extends the time for the written reply or the employee has extenuating circumstances.
4. The Board reserves the right to alter the return date to accommodate minimal disruption to programming. Said alteration shall be established at the time the leave is granted.
5. Upon return from an unpaid leave of absence of up to and including one (1)

calendar year, the employee shall be returned to his/her former position.

6. Upon return from an unpaid leave of absence, which is more than one (1) year, an employee shall have the right to displace the least senior employee in a position for which he/she is certified and qualified. Employees working part-time when going on a leave greater than one (1) year are limited to right of return to an equivalent part-time position.
 7. Should an employee returning from an unpaid leave of absence which is more than one (1) year not possess sufficient seniority and the appropriate certification to displace a less senior employee, he/she shall be subject to layoff pursuant to Article XV (Employee Layoff and Recall) of the Professional Agreement.
- B. A leave of absence with full salary schedule credit for the experience being granted upon return shall be granted to any employee upon application for the purpose of:
1. Participating on a full-time basis in exchange working programs of other school districts, states, territories or countries, foreign or military programs, the Peace Corps, Teacher Corps, cultural travel or work programs related to his/her professional responsibilities, provided such employee states his/her intention to return to the District in writing.
 2. Engaging in study at an accredited college or university. Such study should be reasonably related to the employee's professional responsibilities.
- C. A leave of absence with full salary schedule credit and seniority being granted upon return shall be granted to any employee upon application for the purpose of:
1. Induction or enlistment for military duty in any branch of the armed forces of the United States.
 2. In the event of a necessary reduction in staff, the Board agrees to grant any and all requests for leaves of absence irrespective of the employee's position on the seniority list, provided that the granting of such leave does not require the employment of new staff.
- D. A leave of absence, with no salary schedule credit nor seniority being accrued, shall be granted to an employee for the purpose of childcare. The commencement of the leave shall be mutually arranged between the employee and the immediate supervisor.
1. The initial leave period may be for the duration of the semester when the leave was granted, plus one (1) year.
 2. An extended leave may be granted for up to a period of one (1) year upon written request of the employee.

3. In case of leave for illness or injury of the child, the Board agrees to continue the employee's health care insurance for a period of six (6) months from the date of the commencement of the leave.
- E. The Board may grant a leave of absence for any reason.
- F. A leave of absence for up to five (5) days may be granted for personal reasons provided such leave is requested at least ten (10) days in advance.

ARTICLE XII: PROFESSIONAL EVALUATION

MANAGEMENT AND ASSOCIATION AGREE TO REVISE THIS ARTICLE TO COMPLY WITH THE REQUIREMENTS IN THE REVISED SCHOOL CODE AND STATE LAW, SPECIFICALLY SECTION 380.1249 AND 380.1250. FURTHER, MANAGEMENT AND ASSOCIATION AGREE TO DEVELOP AN EVALUATION INSTRUMENT THAT WILL COMPLY WITH SECTION 38.1249 OF THE REVISED SCHOOL CODE.

TO COMPLY WITH SECTION 380.1259 OF THE REVISED SCHOOL CODE, EACH BARGAINING UNIT MEMBER WILL RECEIVE A ONE-TIME OFF SCHEDULE PAYMENT OF \$900 THE FIRST PAY IN JUNE UPON RECEIVING A SATISFACTORY EVALUATION. THIS PROVISION IS FOR THE 2011-12 CONTRACT ONLY.

- A. All employees shall be evaluated by their supervisor in conformance with the provisions of this Article.
- B. Evaluation Forms: Beginning with the 2004-05 school year, the evaluation instrument used shall be the instrument included in the Master Agreement unless the District and the Association have ratified another instrument for use. See Appendix A-8.
- C. Evaluation Process:
 1. All evaluations shall be written in duplicate with the original placed in the personnel file with a copy given to the employee.
 2. The evaluation shall be signed by the evaluator and the employee (indicating awareness, not approval).
 3. Employees shall have the right to attach pertinent comments to the evaluation.
 4. A personal evaluation conference between the evaluator and the employee shall be held within ten (10) school days of the evaluation.
 5. Any employee may request an evaluation conference with the Superintendent.
 6. When any employee is not formally evaluated, such will be interpreted to mean that his/her work performance is satisfactory.

7. Any non-provisional employee may request an evaluation at any time.
 8. In recognition of the concept of client driven evaluation, input from the clients will be a factor in the evaluation.
- D. Evaluation Schedules:
1. Provisional employees shall be evaluated at least twice each year, once prior to December 10th and once prior to April 15th.
 2. Non-provisional employees shall be evaluated prior to April 15th.
- E. Progressive correction shall be used by the Board or its designee to advise the employee with regard to his/her job performance.
1. Written documentation of the progressive correction procedures will be given to the employee.
 2. Oral progressive correction shall be the first step in the attempted behavior change. Written progressive correction shall be initiated only after the supervisor has applied oral progressive correction and has determined that there has not been satisfactory improvement.
 3. Progressive correction, both oral and written, shall consist of:
 - a. An informal conference between the employee and his/her immediate supervisor to discuss the alleged inadequacy.
 - b. A clear statement of the behavior, which is perceived as inadequate.
 - c. A clear statement of the specific behavior the supervisor believes would resolve the problem.
 - d. The time allowed for the employee to meet the supervisor's requirements.
 - e. A statement of the expected action if the problem is not corrected.
 4. The use of progressive correction, whether oral or written, does not automatically indicate faulty or inadequate performance of the employee.
- F. Should an employee be denied tenure, be offered additional probationary status, or be denied a contract for the ensuing year, he/she shall receive written notice of same together with the reasons therefore not later than April 30th.
1. Information not previously made known and discussed with the employee shall not be the basis for the denial of tenure, placement on additional probation, or

denial of contract.

2. In the event that an employee is not continued in employment, the Board will serve notice of same together with the reasons therefore to the Association at the same time such notice is given to the employee.

ARTICLE XIII: PROFESSIONAL BEHAVIOR

- A. The Board, in recognition of the concept of progressive correction shall notify the employee in writing of alleged delinquencies; indicate expected correction; and indicate a reasonable period for correction. Alleged breaches of discipline shall be promptly reported to the offending employee.
- B. An employee shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.

When the safety or well being of the employee, other staff or students/clients are in jeopardy the employee may be removed from the premises without loss of pay until such time as representation can be present. The basis for the disciplinary action shall be made available in writing to the employee within a reasonable period of time.

- C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, asserted by the Board or representative thereof without just cause shall be subject to the provisions of the grievance procedure hereinafter set forth.
- D. All information forming the basis for disciplinary action will be made available to the employee and the Association.
- E. Employees may review the contents of their personnel files in accordance with the provisions of the Employee Right to Know Act of 1978. Such review shall be limited to one (1) per semester and shall be accomplished with an administrator present. An Association Representative may accompany said employee in such review.
- F. No material originating after original employment will be placed in personnel files unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the employee is asked to sign material in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- G. Any employee complaint against another employee shall be reduced to writing and

presented to the immediate supervisor with a copy going to the complainee.

- H. Complaints directed toward an employee may be called to the attention of the employee, but no record of a complaint shall be included in the employee's personnel file unless he/she has been notified of the complaint and substantial evidence can be produced to verify the validity of such complaint.

ARTICLE XIV: PROFESSIONAL COMPENSATION

- A. The basic salaries of employees covered by this Agreement are set forth in Appendix A-1, which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the period of this Agreement.
- B. All employees shall be given credit on the salary schedule set forth in Appendix A-1 for full years of professional experience in any school district in the State of Michigan or other professional or relevant non-professional experience including active military service. Such credit shall be limited to five (5) years. To recruit highly specialized staff for positions where the applicant pool is very small the District may give credit up to seven (7) years of actual experience in a similar or related position. This provision requires the recommendation of department head and the approval of Personnel Director and Superintendent.
 - 1. Relevant, non-professional experience shall be defined as paid, non-student experience that can be documented as related to the present position by previous job description(s).
 - 2. An evaluation of relevant, non-professional experience shall be made by the immediate supervisor within fourteen (14) calendar days of initial employment. Final approval of such experience shall rest with the Superintendent.
 - a. Credit for relevant, non-professional experience shall be granted within thirty (30) workdays of initial employment.
 - b. Any appeal by the employee of the Board shall be filed within thirty (30) days of the Superintendent's final decision.
- C. Many employees have years of previous experience that are less than full-time by nature of either working a partial year or part time for a full year. The following scale shall be used in computing such part time experience for purposes of determining the appropriate placement on the salary scale. Prior to July 1, 2000, a school year shall be defined as 900 hours. Beginning July 1, 2000, a school year shall be defined as 1098 hours.
 - 1. A full year of credit shall be granted for a year of professional experience acquired prior to July 1, 2000, that totals 450 hours or more. A full year of credit shall be granted for professional experience acquired from July 1, 2000, and later that totals 549 hours or more.

2. A full year of credit shall be granted to those employees on annual authorization for a year of relevant work experience that totals 1,000 hours or more.
 3. No employee shall be granted more than one year's experience for any year of professional or relevant work experience.
- D. An employee hired before July 1, 2004, shall receive an annual longevity payment in accordance with the following:
1. Eight hundred fifty dollars (\$850) beginning the 14th year, provided three (3) years of the time have been in the employment of the Board.
 2. One thousand two hundred and fifty dollars (\$1,250) beginning the 14th year, provided seven (7) years of the time have been in the employment of the Board.
 3. One thousand and six hundred dollars (\$1,600) beginning the 18th year, provided ten (10) years of the time have been in the employment of the Board.

For employees hired on or after July 1, 2004, longevity shall be defined as years of service (on the active payroll) for the Eaton Intermediate School District.

- E. At the time of retirement, an employee shall be paid an amount equal to his/her daily pay; times accumulated sick leave days, up to a maximum of \$4,000. All personnel must have been employed by Eaton Intermediate School District for at least ten (10) years and be eligible to receive Michigan Public School Employees Retirement.
- F. Employees who use their automobile for their job responsibilities shall receive a mileage allowance at the IRS rate per mile to cover automotive operational costs.

~~Itinerant employees are those employees who are assigned to more than one (1) worksite. Itinerant employees shall figure their chargeable mileage by using all business mileage traveled between the first and last school assignment of each day, plus the lesser distance of:~~

- ~~1. the distance from the office to the first and last school daily, or~~
- ~~2. the distance from their home to the first and last school daily.~~

Employees ~~hired after December 1, 2003~~, shall be reimbursed for mileage driven beyond a designated work stop. This stop shall be mutually agreed upon by the employee and his/her supervisor. The intent is that employees will not be paid for commuting to and from work.

All applications for mileage reimbursement will be denied unless the application is filed

in the District central office no later than ninety (90) calendar days from the end of the month in which the mileage was accrued. Mileage requests made for any miles driven during the last quarter of each fiscal year (which ends on June 30th) shall be filed in the central office no later than June 30th or the request will be denied. The exception to the requirement will be for employees who work through the month of June. Those employees shall file a final mileage reimbursement request for the last quarter of the fiscal year no later than July 7th immediately following the closing of the fiscal year or the request will be denied.

- G. The Board shall reimburse employees up to one hundred fifteen dollars (\$115) for dues to professional organizations or fees for certification and/or registration. Said reimbursement shall be for dues or fees which are mutually agreed upon by the employees and the Board. Memberships in the EIEA, MEA and NEA shall not be reimbursable. The Board will reimburse the employee for any certifications the ISD requires after initial hire. An example would be training required by a grant provider. However, employees shall pay for licenses that would be required outside the ISD (a few current examples include: Occupational Therapy Licenses, School Psychologists, Physical Therapist, Certified Prevention Specialist, and Certified Prevention Consultants).
- H. An employee shall not accept a fee or any other form of remuneration for professional work with a person or persons who are entitled to those services through the school system.

Honorariums received for services outside the District shall be handled according to the following:

- 1. Board approval is required prior to participating in these activities.
 - 2. If the service is performed outside of regular work hours, the honorarium goes to the employee.
 - 3. If performed within the regular hours, then the honorarium goes to the Board, provided that that portion of the honorarium that exceeds the regular pay shall go to the employee.
- I. The Board shall pay the **EMPLOYER** contribution to the Michigan Public School Employee Retirement Fund. **THE BOARD SHALL NOT BE OBLIGATED TO MAKE EMPLOYEE CONTRIBUTIONS.**
 - J. For purposes of salary placement, the following definitions shall apply:
 - 1. Graduate credit, including administratively approved CEU's, on the salary schedule shall be semester credit hours. Term credits shall be considered two-thirds (2/3rd) of a semester credit.

2. Should there be any dispute as to the appropriateness of graduate credit hours, the university registrar shall be consulted.
3. A BA shall be interpreted to mean a Baccalaureate Degree.
4. A BA+15 shall be interpreted to mean the acquisition of fifteen (15) graduate semester hours after the hours required for a Bachelor's Degree.
5. An MA shall be interpreted to mean any Master's Degree in a one (1) year program. Acquisition of a BA+30 will qualify an employee for placement on the MA salary schedule provided the graduate semester hours are after the hours required for a Bachelor's Degree. Beginning with the 1999-2000 school year, movement beyond the MA column will require a Master's Degree.
6. An MA+15 shall be interpreted to mean the acquisition of fifteen (15) graduate semester hours after the hours required for a Master's Degree. A Master's Degree, which requires forty-five (45) graduate semester hours beyond a Bachelor's Degree, shall qualify an employee for salary on the MA+15.
7. An MA+30 shall be interpreted to mean a Specialist Degree, a two-year Master's program and/or the acquisition of thirty (30) graduate semester hours after receipt of a Master's Degree. For School Psychologists, MA+30 shall be interpreted to mean having Provisional Certification.
8. For each fifteen (15) graduate semester hours acquired beyond an MA+30, the employee shall receive an additional three percent (3%) of his/her annual salary, but capped at nine percent (9%). Anyone paid for a BA+45 as if it were an MA+15 before or during the 1998-1999 (see Letter of Agreement, Page 58) school year shall continue to be paid in that manner.
9. Graduate course work completed prior to September 1, 1980, shall stand as approved. Administrative approval as referenced in Section 12 shall commence September 1, 1980.
10. Salary adjustments necessitated by the acquisition of additional hours and/or advanced degrees shall be made July 1st and February 1st annually, provided the employee submits documented evidence of same to the Superintendent.
11. Additional salary owing an employee as a result of an extended contract shall be pro-rated on the basis of his/her annual contract salary, including any longevity payment.
12. Any administratively approved inservice, including administratively approved CEU's, may qualify as additional hours under this Article. Inservice training

hours shall equate to graduate hours for the additional salary hour language throughout Section J in accordance with the following:

- a. Administratively approved as related to upgrading for current position or probable reassignment. Such administrative approval must be granted prior to the inservice activity.
 - b. Rationale for approval shall be provided in writing by the employee indicating how such an inservice shall upgrade the current position or reassignment. Employees denied approval may appeal to the same committee to whom conference appeals are taken whose decision shall be final and binding if a decision is reached. Should the committee be deadlocked, the matter may, at the employee's option, proceed to the Superintendent's level of the grievance procedure. If the matter is not resolved at the Superintendent's level it shall proceed directly to arbitration bypassing the Board of Education level.
 - c. Fifteen (15) hours of inservice shall equate to one (1) semester hour.
 - d. Inservices commencing on or after July 1, 1983, are covered.
 - e. An inservice record sheet shall be maintained in the personnel file of each employee and updated annually.
 - f. To be eligible to receive credit for approved inservice:
 1. The inservice must be paid for by the employee.
 2. The employee must attend the inservice during time other than school time except as provided for under Article X, Section A (Professional, Personal and Association Leave).
- K. Should the District employ Vocational Education teachers on annual authorization who possess less than a BA Degree, the salary for such person(s) shall be 90% of the appropriate experience level on the BA scale.
- L. At the time of death, an employee's estate shall be paid an amount equal to the employee's daily pay, times one-half (½) of the unused, accumulated sick leave days, up to a maximum of three thousand dollars (\$3,000). To qualify, the employee must be employed by the District at the time of death. Payment of this benefit will be in accordance with MCLA 408.480.

ARTICLE XV: EMPLOYEE LAYOFF AND RECALL

- A. In the event it becomes necessary to reduce the number of employees, the Board shall determine which services are to be curtailed or eliminated, taking into consideration the need for services requested by constituent schools and other referral agencies, and

the financial resources available. No employee shall be laid off without just cause.

- B. In the event it becomes necessary to reduce the number of employees, the Board shall consult with the Association prior to the final determination as to which services are to be curtailed and/or eliminated.
- C. In the event of a necessary reduction in staff, such reduction shall be based upon seniority, certification and qualification as defined in Article VII, Section C (Professional Qualifications) for the position(s). For purpose of this Agreement:
 - 1. Seniority shall be calculated and posted as actual days or fraction of a day worked with maximum of one hundred eighty-four (184) days per year. Employees in positions, which have been added to the bargaining unit, shall be granted seniority for any and all time in such position. Part-time employees may only exercise such seniority rights for part-time positions, which are essentially equivalent.
 - a. Effective with this Agreement, only members of the bargaining unit shall possess and accrue seniority within the bargaining unit.
 - b. Should two (2) or more bargaining unit members have the same amount of seniority, seniority ranking shall be determined by a lottery.
 - c. Time spent on unpaid leave pursuant to Article XI, Section C (Unpaid Leaves of Absence), paid leave and layoff shall accrue seniority within the bargaining unit.
 - d. In October of each year, the Board shall provide the Association with a current employee seniority list and post same in the lounge. The list will be emailed to all members with hard copies sent to those with no email access. Errors, omissions, and/or deletions in or to the seniority list will be corrected upon discovery.
 - 2. Certification shall be defined as possessing a valid certificate as recognized by the State of Michigan. If the position does not require certification, then certification shall not supersede qualification for the position.
- D. In implementing employee layoffs, the Board shall layoff last those employees having the greatest seniority in the District who are certified and/or qualified for the remaining positions. The Board shall give at least sixty (60) calendar days written notice of layoff to the Association and the affected employee(s).
 - 1. Provisional employees shall be laid off first.
 - 2. Provisional employees shall not be employed by the Board while there are non-provisional employees of the District who are laid off unless there are no laid off non-provisional employees who are certified and qualified to fill the remaining

position(s).

3. No new personnel will be employed by the Board while there are employees of the District who are laid off, unless there are no laid off employees who are certified and/or qualified to fill the vacancy.
- E. The individual contract, executed between each employee and the Board, is subject to the terms and conditions of this Agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.
1. It is further agreed that any layoff pursuant to this Article shall automatically terminate the individual employment contract of all laid-off employees and shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits for any laid-off employee's individual or supplemental employment contract as well as all benefits under this collective bargaining Agreement except that the Board agrees to continue the employee's fringe benefit coverage for an additional thirty (30) calendar days after the employee has received the benefits earned by reason of his/her employment with the District.
 2. An employee who has taught the full school year and is laid off at the end of the year will continue to be covered by health and dental insurance for the months of June, July, August and September as per Article XIX (Insurance Protection).
- F. An employee on layoff who because of relevant work experience or accredited college training has changed qualifications and/or certification may not use these new circumstances to "bump" an employed person, but may be entitled to advanced recall based on certification and qualifications and proper notification to the Board.
- G. It shall be the responsibility of the employee to ensure that his/her certification and qualification data are kept current in his/her personnel file. Such data shall be submitted prior to August 1 and February 1 each year in order to effect a change on the seniority list.
- H. Recall shall be in inverse order of layoff provided the employee is certified and/or qualified to fill a vacant position.
1. The Board shall give written notice of recall by registered or certified mail at the employee's last known address. It shall be the employee's responsibility to notify the Board of any change in address.
 2. An employee who fails to report for work or provide the Board with notice of his/her intent to return within ten (10) calendar days of the receipt of recall notification shall be considered a voluntary quit and shall thereby terminate his/her employment relationship with the Board except as may otherwise be

required with respect to tenured employees.

3. Upon recall from layoff, seniority and all other benefits under this Agreement shall be restored to the employee.
 4. Time spent on involuntary layoff shall be credited as time worked for purposes of salary schedule adjustment and seniority.
 5. The employee shall lose his/her right to recall when the District offers him a position which is substantially equivalent to that held at the time of layoff and he/she has refused such position except as may otherwise be required with respect to tenured employees.
- I. Employees in programs or services which are to be discontinued or consolidated may move into programs for which they are certified and/or qualified provided they are more senior than the present program employee.
 - J. Provisional employees shall be entitled to recall for a period not to exceed two (2) years from the effective date of layoff. **NON-PROVISIONAL EMPLOYEES SHALL BE ENTITLED TO RECALL FOR A PERIOD NOT TO EXCEED FOUR (4) YEARS.** Thereafter, ~~a provisional AN~~ employee shall automatically lose his/her right to recall ~~and be considered a voluntary quit.~~

ARTICLE XVI: CONTINUITY OF OPERATIONS

- A. The Association agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike as said term is defined by the Public Employment Relations Act.
- B. The Board agrees that it will not, during the period of this Agreement, engage in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.
- C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God. When the office is closed due to the above conditions, employees shall not be required to report for duty except as may be required by Article V, Subsection K-6.

ARTICLE XVII: MAINTENANCE OF STANDARDS

The duties of any employee or the responsibilities of any position in the bargaining unit will not be substantially altered, increased or transferred without prior notice to the Association. Such duties shall not be transferred to persons not covered by this Agreement, however, if the District and the Association mutually agree, temporary employees may be hired to supplement the regular workforce.

ARTICLE XVIII: SCHOOL CALENDAR

- A. The parties agree that all aspects of the school calendar are negotiable except for the establishment of the starting day for the school year, including, but not limited to, the

length of the school year; and further agree that for the term of this Agreement, the school calendar shall be as set forth in Appendix A-2. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association or as may be permitted by Article V, Subsection K-6.

- B. The Association agrees to cooperate in establishing a county-wide calendar.
- C. Where the Intermediate calendar and a local school calendar are in conflict, the employee's calendar shall be determined by mutual consent of the Board and the employee.
- D. An individual staff member's work year may be altered by mutual consent of the Board and the employee.

ARTICLE XIX: INSURANCE PROTECTION

- A. Upon appropriate application, and to the extent allowed by the insurance carrier, the Board shall make available to the employee:

~~MESSA Tri-Med Pak C CHOICES II PLAN WITH OFFICE VISITS \$10/\$25/\$50 AND \$10/\$20 RX WITH EMPLOYEE CO-PAY OF 10% OF PREMIUM, protection for a full twelve-month period for the employee's entire family OR~~

~~MESSA's Super Care 1 Pak A -- SUPERCARE PREMIUM SHARING ADJUSTED TO EQUIVALENT AMOUNT TO EQUAL DISTRICT COST AMOUNTS.~~

~~Effective January 1, 2009, MESSA Tri-Med Pak C will be replaced with MESSA Choices II \$10/\$10 Prescription Pak coverage.~~

~~Beginning July 1, 2008, employees selecting MESSA Super Care 1 Pak A will pay the following amounts towards the medical portion of the premium:~~

Effective Date	Single	2-Person	Full Family
7/1/08	1.7% plus subsidy reimbursement of \$83.33 per month	11.8% plus subsidy reimbursement of \$83.33 per month	12.6% plus subsidy reimbursement of \$83.33 per month

~~The medical portion of the premium will be determined by using the MESSA Super Care 1 premium for the District.~~

~~Super Care 1 Pak A includes: MESSA Super Care 1 Revised 2003; MESSA Delta Dental Care (80/80/80), MESSA Vision VSP-2, LTD (66-2/3rd, 90-day wait, max \$4,500), and one thousand dollars (\$1,000) life insurance.~~

Medicare premiums will be paid on behalf of eligible employees, spouses or dependents.

- B. Instead of MESSA Super Care 1 as described in Section A above, an employee may select MESSA Tri-Med Pak C coverage. Effective January 1, 2009, MESSA Tri-Med Pak C will be replaced with MESSA Choices II \$10/\$10 Prescription Pak coverage. Beginning July 1, 2008, employees selecting Tri-Med Pak C or Choices II will pay the following amounts toward the medical portion of the premium:

Effective Date	Single	2-Person	Full Family
7/1/08	3.5%	3.5%	3.5%
7/1/09	3.75%	3.75%	3.75%

The medical portion of the premium will be determined by using the MESSA Tri-Med and Choices II \$10/\$10 premium for the District.

Tri-Med Pak C includes: MESSA Tri-Med Health Coverage; MESSA Delta Dental Care (80/80/80), MESSA Vision VSP-2, LTD (66 2/3rd, 90-day wait, max \$4,500), and one thousand dollar (\$1,000) Life Insurance.

Choices II Pak includes: MESSA Choices II Health coverage with \$10/\$10 Prescription coverage; MESSA Delta Dental Care (80/80/80), MESSA Vision VSP-2, LTD (66 2/3rd, 90-day wait, max \$4,500), and one thousand dollar (\$1,000) Life Insurance.

- C. Effective July 1, 2008, employees not electing health insurance shall receive \$374.38 per month in addition to MESSA Pak B insurance coverage. Effective January 1, 2009 through the length of the contract, the amount will be \$355.72 per month.

The PAK B includes:

- MESSA Delta Dental Care (80/80/80)
- MESSA Vision VSP – 2
- LTD (66 2/3, 90-day wait, max \$4,500)
- \$1000 Life Insurance

- D. A mutually agreeable Section 125 Plan shall be implemented including a flexible spending account option to allow members to set aside an untaxed portion of their income to cover dependent care expenses, and health care expenses that are not paid by a health, dental or vision plan. If money is left over, it will be added to the Professional Development budget. The Board shall allow the Tax-Deferred Annuity Plan, except as restricted in Article IV (Professional Dues and Payroll Deductions), through salary reduction pursuant to Section 403(b) and Section 457 of the Internal Revenue Code of 1954, as amended.

- E. In the event that an employee has exhausted sick leave accrual and is unable to work due to illness or disability, the Board agrees to continue the employee's fringe benefits throughout the balance of the contract year. The contract year ends August 31st.

- F. In the event that an employee is disabled through an injury or illness covered by Worker's Compensation sick leave shall be handled in accordance with Article IX,

Section F (Illness and Disability), and all fringe benefits shall continue for the duration of the disability.

- G. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for a full twelve-month period commencing September 1st and ending August 31st for each month of employment. The open enrollment period shall be in the fall for an effective date each year of January to December. Upon initial employment, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where cost of coverage exceeds the amount of subsidy, the School Board shall make provisions for the excess to be payroll deducted.

The School Board shall be responsible for providing insurance information including applications, claim materials and enrollment meetings.

- H. Payroll deduction shall be available for all additional MESSA programs.
- I. Individual liability insurance coverage will not be provided by the Board.
- J. The insurance coverage outlined above is not provided for any employee on unpaid leave, except as provided in Article XI, Section F (Unpaid Leaves of Absence), a leave for up to five (5) days granted for personal reasons.
- K. An employee on an unpaid leave of absence shall have such fringe benefits as are available to the extent allowed by the carrier provided said employee reimburses the District the cost of the benefits.
- L. Upon appropriate application, and to the extent allowed by the insurance carrier, the Board shall provide without cost to the employee the MESSA Delta Dental Care program for all members of the bargaining unit and their eligible dependents, plan A with Orthodontic Rider 0-1 including internal and external coordination of benefits.
- M. Upon appropriate application, and to the extent allowed by the insurance carrier, the Board shall provide without cost to the employee the MESSA Vision VSP-2.
- N. Employees who work less than full-time shall receive a pro-rated share of fringe benefits except that the Delta Dental and MESSA VSP-2 premiums shall be paid in full by the Board. All pro-rated benefits shall be continued until the employee has received the prorata portion of the twelve-month insurance year earned as of the last day of employment.
- O. This provision shall not be construed to reduce benefits available to employees and/or their dependents as established elsewhere in this Agreement. Employees, their spouses, and their dependent children who are no longer eligible for coverage under the health, vision, dental or other provided insurance plans may elect to continue coverage on a self-pay basis under certain circumstances. They are as follows:

1. Employee termination or reduction of hours that results in loss of eligibility to participate in the insurance plan.
2. Divorce or legal separation from an employee.
3. Death of an employee.
4. Dependent children ceasing to be eligible under the provisions of the insurance plan.
5. Employee eligibility for Medicare.

Coverage shall be available for any of the plans at the individual's option. Individuals may not opt in or out of programs subsequent to initiating this provision. Coverage is for up to 36 months, except in the case of an employee's termination of employment or reduction in hours. The continuation is then for 18 months, or as long as permitted by the carrier.

Termination of the coverage will occur if the individual ceases to make payments one (1) month in advance, becomes covered under another group plan as an employee, becomes entitled to Medicare, or if an employee's former spouse becomes covered under another group plan due to remarriage.

ARTICLE XX: GRIEVANCE PROCEDURE

- A. For purposes of this Agreement, a grievance is defined as any claim or complaint by an employee, the Association or by the Board that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement or Board Policy, which relates to wages, hours or terms and conditions of employment. All such grievances shall be processed as hereinafter provided.
- B. Notwithstanding any other provision of this Agreement, the termination of any provisional employee, the placement of any provisional employee on a third year of probation or the termination of any employee having tenure pursuant to the Michigan Teachers Tenure Act, shall be matters excluded from consideration under the grievance procedure set forth in this Agreement. The parties agree, however, that the termination of any non-provisional employee not subject to the Tenure Act shall be an appropriate matter for consideration under the grievance procedure.
- C. The term "days" as used in the grievance procedure shall mean calendar days, excluding Saturday, Sunday, and holidays. Time limits may be extended only upon mutual consent of the parties.
- D. Should an employee or the Association fail to institute a grievance within the specified time limits, the grievance shall be deemed withdrawn. Should the Board or its agents fail to dispose of a grievance within the specified time limits, the grievance shall be deemed as granted.
- E. Any employee who believes he/she has a grievance shall begin by informally discussing

the matter with his/her immediate supervisor within ten (10) days of his/her knowledge of its occurrence with the objective of informally resolving the matter.

1. Immediate Supervisor

If not resolved, the complaint must be reduced to writing; signed by the grievant; and filed with his/her immediate supervisor within ten (10) school days after such informal discussions. Such statement shall recite the facts alleged, the provisions of the Agreement involved, and the relief requested. Within five (5) school days thereafter, the aggrieved employee and his/her immediate supervisor and a representative of the Association shall meet to discuss the matter in an effort to resolve it. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) days of such meeting and shall furnish a copy thereof to the Association.

2. Superintendent

If not resolved with immediate supervisor, the grievance shall be transmitted to the Superintendent or designee within five (5) days. At this point, the Superintendent or designee shall:

- a. Attempt to resolve the grievance by meeting within five (5) days of receipt of the appeal with appropriate persons. A written answer to the grievance shall be given to the Association within five (5) days of such meeting; or
- b. Within five (5) days of receipt of the appeal, refer the grievance in writing to the Secretary of the Board of Education and simultaneously give written notification to the Association of this action.

3. Board of Education

If not resolved by the Superintendent or designee, the grievance may be submitted to the Board of Education within five (5) workdays (workday is defined as days that the central office is open for business) of the receipt of the Superintendent's or designee's written disposition by delivering the written grievance form, together with copies of all materials previously filed, to the Board of Education offices to the attention of the Secretary of the Board. The Board, or an ad hoc committee, shall hold a hearing if requested, or, if not requested, give such other consideration as it shall deem appropriate. Disposition of the grievance shall be rendered within twenty-five (25) workdays of the delivery of the grievance to the Board of Education offices. A written copy of such disposition shall be provided to the Association.

4. Arbitration

If the alleged grievance is not settled with the Board, the matter may be referred to arbitration provided that notice to refer is given within ten (10) days from the Board's written decision. If the Board and the Association cannot

agree upon a mutually acceptable arbitrator, the arbitrator shall then be selected according to the Rules of the American Arbitration Association. After thirty (30) days, if the Association has not referred the matter to the American Arbitration Association (AAA), the Board may do so. After ninety (90) days, the Board may ask the Association if it still intends to refer the matter to arbitration. Within ten (10) days the Association will respond to the Board's question. Provided there are no extensions, within five (5) days from responding to the Board, an arbitrator will be mutually selected or AAA will be contacted.

Neither party may raise a new defense or ground in arbitration not previously raised or disclosed at other written levels. The parties shall hold a conference not less than three (3) days prior to the hearing in an attempt to settle the grievance or to develop a written statement of facts, grounds and defenses, which will be proved at the hearing.

The arbitrator shall hear the grievance and render his/her decision within thirty (30) days from the close of the hearing or from the date the post hearing briefs were due, setting forth in writing his/her findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Board, the Association and the employee(s) involved.

The arbitrator shall have the power and authority as set forth herein:

- a. It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of the Agreement; nor shall the arbitrator substitute his/her discretion for that of the Board where such discretion has been retained by the Board; nor shall the arbitrator exercise any responsibility or function of the Board.
 - b. No more than one (1) grievance may be considered by the arbitrator in the same hearing, except upon expressed written mutual consent and then only if they are similar in nature.
 - c. The fees and expenses of the arbitrator shall be borne by the Board and the Association equally.
- F. If any individual employee has a personal complaint, which he/she desires to discuss with his/her immediate supervisor, he/she is free to do so without pursuing this grievance procedure.
- G. In cases where the rights of more than one (1) employee have been allegedly violated or where the immediate supervisor lacks the authority to dispose of the alleged violation, the grievance may be submitted directly to the Superintendent or designee.
- H. All documents, communications and records accumulated during the course of processing a grievance shall be retained in a separate grievance file and shall not be inserted into the personnel file(s) of any participant(s). The maintenance of a separate

grievance file does not preclude the use of the personnel file as the depository for appropriate discipline and evaluation records.

- I. Negotiation and grievance discussions, except for arbitration hearings, shall take place after the hours of student attendance in the respective schools.
- J. The grievance form, attached and incorporated into this Agreement, is Appendix A-4.

ARTICLE XXI: MISCELLANEOUS PROVISIONS

- A. 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 written and signed amendments to the Agreement.
- B. Any individual contract between the Board and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be on the form provided in Appendix A-3 and shall be expressly 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 this Agreement, this Agreement, for its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms.
- D. All employees covered under this Agreement who participate in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copyrighted or sold by the District.
- E. If any provisions of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

It is further agreed that within ten (10) calendar days of notification of a final and binding determination of such illegality, the parties will commence negotiations for a new agreement with respect to the provision determined to be illegal.

- F. Copies of the Agreement titled "Professional Agreement between the Eaton Intermediate School District and the ECEA/MEA/NEA," shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed and hereafter employed. Further, the Board shall furnish five (5) copies of the Master Agreement to the Association for its use.
- G. All benefits for part-time employees will be pro-rated in accordance with the employee's contractual obligation. The pro-ration of insurance benefits shall be as outlined in Article XIX, Section N.

- H. Neither the employee nor the Association shall hold the Board financially responsible for damages resulting from the implementation of the provisions of this Agreement provided the Board and its agents are in substantial compliance with the provisions of the Agreement.
- I. Each employee is responsible for providing adequate transportation in order to adequately perform assigned duties.
- J. A joint committee of representatives of the Board and the Association shall meet upon the request of either party for the purpose of discussing issues related to the maintenance of this contract. Either the Board or the Association may place items on the agenda. Topics such as employee/employer relations will be appropriate matters for the committee's consideration.

Whenever a grant-funding agency raises issues (including funding or calendar factors) that put the grant requirements in conflict with this contract, the joint committee shall convene to consider alternatives. The parties agree to convene within seventy-two (72) hours, if desired by the requesting party. In the event the parties arrive at a resolution, which requires modification of this Agreement, such modification will become effective upon ratification by the Board and by the membership of the Association.

ARTICLE XXII: JOB SHARING

- A. It is agreed between the parties that the individual contracts shall be modified to allow for the employment of bargaining unit members in job sharing positions that have been administratively approved.
- B. For purposes of this Agreement, job sharing shall be considered a partial leave of absence for full-time personnel. It is understood that employees electing job sharing positions are not eligible for unemployment compensation.
- C. When administratively approved, people sharing assignments shall operate in accordance with the following:

The parties agree that job sharing arrangements shall be restricted to two (2) bargaining unit members sharing one (1) full-time position.

1. Agreement to share a full-time job assignment shall commit the bargaining unit member(s) for not more than one (1) year and shall expire with the last workday of each school year.
2. The bargaining unit member(s) shall have the options of renewing the established job sharing assignments, creating another job sharing assignment; or returning to a position equivalent to that held previous to the job sharing assignment.
3. While involved bargaining unit member(s) may choose the assignment to be shared, it is expressly understood that upon dissolution of the shared assignment, the more senior bargaining unit member shall retain incumbent

assignment rights and the junior bargaining unit member shall be considered displaced.

4. The junior bargaining unit member shall have the right to displace the bargaining unit member with the least district-wide seniority provided he/she has the necessary certification and/or qualification.
 5. Should the junior bargaining unit member not possess the necessary seniority qualifications and certification to affect Section 4 above, he/she shall have the option of creating another job sharing assignment with administrative approval or be subject to layoff.
- D. Job sharing situations shall be arranged by the bargaining unit members involved and presented to the Superintendent and the Association prior to May 1st annually.
- E. In order to establish a shared job assignment, the involved bargaining unit members shall:
1. Schedule the work-time and designate the responsibility of each for the workload [i.e. two and one-half (2½) days on, and two and one-half (2½) days off; mornings and afternoons; first semester, second semester; class hours, etc.].
 2. Provide a brief description of how the assignment responsibilities are to be shared.
 3. Provide a brief description of the process to be used in communicating with the immediate supervisor.
- F. Bargaining unit members in a shared job assignment shall substitute in the other's absence whenever possible.
- G. Bargaining unit members in a shared job assignment shall accrue seniority and salary schedule credit as if employed full-time.
- H. Bargaining unit members in a shared job assignment shall receive the prorata share of salary, which reflects the fraction of time the position is shared and as, provided in Appendix A-1 of the Master Agreement.
- I. Sick leave and personal leave shall accrue and be credited on a prorata basis. Bargaining unit members in a shared job assignment shall receive fringe benefits as provided in Article XIX (Insurance Protection) of the Master Agreement.
- J. Employment in a job sharing position is subject to the terms and conditions outlined in this Article and the Master Agreement negotiated between the Board and the Association.

ARTICLE XXIII: DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2008, and shall continue in effect until June 30, 2010. This Agreement shall not be extended orally and it is expressly understood that it shall

expire on the date indicated.

EDUCATION ASSOCIATION

By:

Gary Owen

Its President

By:

Sarah Johnston

Chair, Negotiating Committee

Date:

November 5, 2008

BOARD OF EDUCATION

By:

Larry Fields

Its President

By:

Rosemary Briggs

Its Secretary

Date:

November 5, 2008

APPENDIX A-1
SALARY SCHEDULES

2008-2009					
	BA	BA +15	MA	MA + 15	MA + 30
1	\$36,021	\$36,980	\$38,004	\$38,807	\$39,837
2	\$37,779	\$38,730	\$39,736	\$40,557	\$41,597
3	\$39,604	\$40,566	\$41,553	\$42,394	\$43,439
4	\$41,518	\$42,493	\$43,450	\$44,309	\$45,362
5	\$43,528	\$44,512	\$45,439	\$46,314	\$47,378
6	\$45,641	\$46,632	\$47,524	\$48,415	\$49,480
7	\$47,855	\$48,855	\$49,700	\$50,614	\$51,681
8	\$50,182	\$51,185	\$51,983	\$52,913	\$53,977
9	\$52,623	\$53,629	\$54,370	\$55,323	\$56,381
10	\$55,185	\$56,192	\$56,875	\$57,843	\$58,894
11	\$57,881	\$58,882	\$59,491	\$60,480	\$61,523
12	\$60,703	\$61,703	\$62,233	\$63,236	\$64,272
13	-	-	\$65,107	\$66,126	\$67,141

2009-2010					
2011-2012					
	BA	BA +15	MA	MA + 15	MA + 30
1	\$36,381	\$37,350	\$38,384	\$39,195	\$40,235
2	\$38,157	\$39,117	\$40,133	\$40,963	\$42,013
3	\$40,000	\$40,972	\$41,969	\$42,818	\$43,873
4	\$41,933	\$42,918	\$43,885	\$44,752	\$45,816
5	\$43,963	\$44,957	\$45,893	\$46,777	\$47,852
6	\$46,097	\$47,098	\$47,999	\$48,899	\$49,975
7	\$48,334	\$49,344	\$50,197	\$51,120	\$52,198
8	\$50,684	\$51,697	\$52,503	\$53,442	\$54,517
9	\$53,149	\$54,165	\$54,914	\$55,876	\$56,945
10	\$55,737	\$56,754	\$57,444	\$58,421	\$59,483
11	\$58,460	\$59,471	\$60,086	\$61,085	\$62,138
12	\$61,310	\$62,320	\$62,855	\$63,868	\$64,915
13			\$65,758	\$66,787	\$67,812

2011-2012 SALARY FREEZE AND NO STEP OR LONGEVITY INCREASE FOR 2011-12. BARGAINING UNIT MEMBERS REMAIN ON THEIR 2010-11 STEP AND LONGEVITY PERCENTAGE.

APPENDIX A-2
MEADOWVIEW SCHOOL CALENDAR

2008-09 Meadowview School Student Calendar	
August 27	Staff Report
August 28	Staff Workday/Meetings am – Professional Development pm
August 29 – September 1	Labor Day Break - No School
September 2	Students Begin
November 27 - 28	Thanksgiving Recess - No School
December 22 - January 2	Holiday Recess - No School
January 5	School Resumes
January 19	Professional Development -No School
February 13 - 16	Winter Break - No School (May be used as-Weather Make-up Days)
February 17	School Resumes
April 6 – 10	Spring Break - No School
April 13	School Resumes
May 25	Memorial Day - No School
June 8	½ Day All Students A.M. only
June 9	½ Day All Students A.M. only (Students' Last Day)
June 10	Staff Last Day

- CLC Classes and Meadowview follow this Meadowview Calendar
- Potterville MoCI* Classrooms follows Potterville Public Schools Calendar
- Galewood Classroom and the MoCI Middle School Classroom follows Charlotte Public School Calendar
- Staff assigned to a specific school district shall work the daily schedule and calendar of the district he/she is assigned

* MoCI = Moderate Cognitive Impairment

BASIC EISD STAFF & 180/184 DAY MEADOWVIEW STUDENTS/STAFF CALENDAR

For 2009-2010 the Association and District shall establish basic EISD staff and Meadowview calendars similar to the 2008-2009 calendar based on the following criteria:

There shall be a total of one hundred eighty (180) workdays with students and four (4) workdays without students for a total of one hundred eighty-four (184) workdays.

The following days shall not be included as workdays:

- Labor Day and Labor Day Friday
- Thanksgiving and Thanksgiving Day Friday
- Two weeks around Christmas and New Year's Day
- President's Day
- Spring Break (the first full week of April)
- Good Friday
- Memorial Day

Said calendars shall be established once the local districts have established their calendars.

APPENDIX A-3
INDIVIDUAL CONTRACT FORM

This agreement made and entered into this ____ day of _____, 20____ by and between the Eaton Intermediate Board of Education, first party and _____, second party, in accordance with the Master Agreement between the Eaton Intermediate Board of Education and the Eaton County Education Association.

- 1. First party agrees to employ second party as _____ for the _____ school year.
- 2. Second party hereby accepts said employment for said term and represents that he/she is qualified under the laws of the State of Michigan for said employment.
- 3. Second party agrees to conform to all provisions of law relative to the qualifications for said employment and to perform all of the duties thereof for the first party as required by law during the life of this agreement.
- 4. Second party hereby agrees to abide by the established policies of the Eaton Intermediate Board of Education and to work under the direction of and be responsible to appropriate supervisory personnel and the Eaton Intermediate Superintendent of Schools.
- 5. Salary of the second party during the term of this contract shall be _____, to be paid in _____ equal bi-weekly installments, this is represented as step _____ on the _____ scale of the salary schedule.
- 6. This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the Eaton County Education Association. The terms of such collective labor agreement are incorporated herein and by accepting this contract you agree to be bound by all such terms, including wage deduction provisions thereof.
- 7. The Eaton Intermediate School District is an equal opportunity employer. Questions, concerns or grievances may be directed to Personnel Director for Title IX - Sex Bias, Special Education Director for 504 - Handicapped, and Superintendent for Title VI - Other Civil Rights.

Employee

Superintendent, By Board Authorization

Date

Date

APPENDIX A-4
GRIEVANCE REPORT FORM

Distribution of Form:

Grievance # _____

1. Superintendent
2. Supervisor
3. Association
4. Grievant

EATON INTERMEDIATE SCHOOL DISTRICT
GRIEVANCE REPORT

Submit to Supervisor in Duplicate

Assignment: _____ Name of Grievant: _____

Date Filed: _____

STEP I

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

_____/_____
Signature Date

C. Disposition by Supervisor: _____

_____/_____
Signature Date

D. Position of Grievant and/or Association: _____

_____/_____
Signature Date

EISD GRIEVANCE REPORT – Page 2

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature / Date

C. Position of Grievant and/or Association: _____

Signature / Date

STEP III

A. Date Received by Board of Education or Designee: _____

B. Disposition by Board: _____

Signature / Date

C. Position of Grievant and/or Association: _____

Signature / Date

STEP IV

Date Submitted to Arbitration: _____

Disposition and Award of Arbitrator: _____

Signature / Date

APPENDIX A-5
COMPLIANCE STATEMENT

Eaton Intermediate School District Board of Education
Statement of Assurance of Compliance with State and Federal Law

The Eaton Intermediate School District Board of Education complies with all State and Federal Laws and regulations prohibiting discrimination, and with all requirements and regulations of the Michigan and U.S. Department of Education. It is the policy of the Eaton Intermediate School District Board of Education that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the Michigan or the U.S. Department of Education.

Title VI

No person(s) shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

Coordinator/Grievance Officer: Superintendent or Designee
(517) 543-5500

Title IX

No person(s) shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity for which financial assistance is received from the U.S. Department of Education.

Coordinator/Grievance Officer: Superintendent or Designee
(517) 543-5500

Section 504

No otherwise qualified handicapped person(s) shall, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Eaton Intermediate School District is responsible.

Coordinator/Grievance Officer: Superintendent or Designee
(517) 543-5500

APPENDIX A-6
**GUIDELINES FOR THE ADMINISTRATION OF THE SHORT-TERM
DISABILITY BANK**

- A. Approval for leave from the bank shall be limited to bargaining unit members who are physically and/or mentally incapacitated and who have exhausted their accumulated sick leave.
1. The bargaining unit member shall make written application for leave from the bank with a member of the Short-Term Disability Committee.
 2. The committee may request that a unit member provide a physician's statement certifying his/her physical and/or mental disability prior to approving the request for leave.
- B. Any bargaining unit member shall be eligible for leave from the bank except as provided herein:
1. Bargaining unit members who are on an unpaid leave of absence shall not be eligible for leave from the bank unless said leave was granted pursuant to Article X, Section D (Professional, Personal and Association Leave), of the Master Agreement or where the Board has granted a leave without request under the provisions of Article V, Section 2 (Caseloads, Assignments and Working Hours), of the Tenure Act.
 2. Leave from the bank shall not be granted for the purposes of family illness, personal business, bereavement, or the observance of religious and/or other holidays.
- C. The Short-Term Disability Committee shall, in its discretion, determine the basis for granting the bargaining unit member's request for leave.
1. The committee shall have the authority to approve up to twenty (20) workdays to the applicant each year.
 2. The committee shall review the attendance records of all applicants requesting leave from the bank.
 3. The committee shall not unreasonably withhold approval of applications for leave from the bank.
 4. Should the committee deny an application for leave from the bank, the applicant shall be provided with written notice together with the reason(s) therefore.
- D. Upon receipt of the committee's written authorization for leave from the bank, payment will be made within ten (10) workdays or with the next payroll whichever comes first.
- E. The foregoing guidelines shall be subject to joint review in May of each year upon the request of either party to the Master Agreement.

APPENDIX A-7 **EVALUATION FORMS**

INTRODUCTION FOR FORMS A AND B **STAFF EVALUATION PHILOSOPHY AND PURPOSE**

The Board of Education believes that the EISD evaluation system should be bilateral, growth producing and ongoing in nature. The thrusts of this performance appraisal process should be four fold:

- Provide a basis for recognition of outstanding performance, or
- Provide a basis for recognition of mediocre and unsatisfactory performance.
- Provide a basis for the advancement of organizational goals and objectives by each member of the organization.
- Provide the basis for self-improvement of each individual staff member of the Eaton Intermediate School District.

The purposes of the Performance Appraisal System are:

- To maintain and improve communication between each supervisor and employee and facilitate the joining of personal and professional goals of each staff member with organizational goals and priorities of the District.
- To ensure that each professional is aware of job responsibilities and related performance level expectations.
- To recognize outstanding performances by individual employees.
- To maintain, strengthen and improve the level of performance of the professional staff.

PERFORMANCE APPRAISAL

STEP 1 Orientation

- A. The steps of the process should be discussed by the employee and supervisor.
- B. The supervisor and employee review of job responsibilities.
- C. Visitations/observations are scheduled.

STEP 2 Goal Setting

- A. Identify strengths and areas for improvement.
- B. Identify supervisor's role and target dates.
- C. Develop a written action plan for goal achievements.

STEP 3 Implementation

- A. Hold a conference to determine progress/make an Action Plan revision.
- B. Supervisor fills out evaluation form.
- C. The employee also fills one out for self-appraisal purposes.
- D. Any major discrepancies are noted, with the supervisor having final authority.

STEP 4 Final Conference

- A. Review the action plan.
- B. If goals are not met an improvement plan is agreed on with time lines attached.

- C. Supervisor follows up on seeing the plan is implemented and determines if the above process continues.

Appeals may be filed with the Director of Personnel. Suggested time lines: Three (3) months from start to completion. Continuation of the process is recommended for employees with professional difficulty.

GOAL SETTING PROCESS - ACTION PLAN

For the purpose of this appraisal system, goals are defined as achievable and measurable outcomes related to job performance. Goals should be selected on the basis of what can be accomplished within one (1) year.

The concept here is for each employee and supervisor to identify and negotiate the development of a minimum of five (5) goals for the year. If agreement cannot be reached the director of personnel or Superintendent will act as arbitrator to help determine what the goals will be.

Goals should be stated in measurable terms such as "employee will demonstrate ability to . . ." This will help evaluate whether or not the goals have been achieved.

The evaluation of goal achievement should be addressed during Step 4 of the performance appraisal process.

Format:

Goal Identification:

Means/Steps to Reach Goals:

Potential Obstacles:

Evaluation of Achievement:

IMPROVEMENT PLAN

The improvement plan is to be used only when employee goals are not being met.

Employee: _____ Supervisor: _____

Date plan was prepared _____

1. Describe the activities (skills/attitude/behaviors) to be improved:

2. Identify how the employee will improve upon the areas described above:

3. Describe the assistance that will be provided from the supervisor and/or others:

4. Give the date by which improvement must be shown: _____

5. Identify how the employee will benefit from this plan being met:

Employee's Signature

Date

Supervisor's Signature

Date

FORM A
AREAS OF PERFORMANCE - EVALUATION ITINERANT/CONSULTANT STAFF

Employee _____

Date _____

Job Title _____

- I. Interpersonal Relationships. Staff members shall establish and maintain positive and professional relationships with students/clients, parents, peers, Administration and other professionals to promote the educational goals of each student/client.

A. Communicates effectively.

1. Demonstrates the use of clear oral communication.

Example:

2. Demonstrates clear written communication.

Example:

3. Demonstrates good listening skills.

Example:

B. Shows consideration for others.

1. Displays a positive relationship and cooperates with staff, students/clients and parents.

Example:

2. Keeps supervisor informed and follows supervisor's directions.

Example:

- II. Knowledge of Content. Staff members shall possess current knowledge and demonstrate continued growth in their area of assignment.

A. Shares knowledge and expertise with others.

1. Makes presentations at inservice workshops and conferences.

Example:

2. Shares information with co-workers gained from inservice activities.

Example:

B. Uses knowledge in job performance.

1. Demonstrates use of current and established methods and research within the field.

Example:

2. Demonstrates professional skills and judgment in carrying out responsibilities

Example:

III. Management of the Environment. Staffs members shall establish develop and maintain environmental conditions that are required by their specific area of assignment.

A. Demonstrates concern for health and safety.

1. Handles unexpected situations and emergencies effectively.

Example:

2. Keeps working area free of hazards to health and safety.

Example:

B. Organizes physical environment for effective service delivery.

1. Completes assignments and reports to work on time as scheduled.

Example:

2. Demonstrates evidence of personal and professional general organizational skills, such as organizing records, materials or equipment.

Example:

C. Maintains an atmosphere conducive to the performance of occupational objectives.

1. Develops and uses appropriate goals and objectives for each client/student.

Example:

2. Maintains enthusiasm and interest in job responsibilities.

Example:

IV. Planning, Organization and Implementation. Planning, organization and implementation strategies shall be related to educational, personal and organizational goals.

A. Demonstrates effective planning and organization.

1. Maintains a realistic, up-to-date set of occupational goals.

Example:

2. Sets priorities among competing occupational demands.

Example:

B. Provides consultation.

1. Is accessible to staff and parents.

Example:

2. Makes referrals to appropriate services and agencies.

Example:

3. Participates positively with local district programs.

Example:

4. Follows the direction of the local district administrator.

Example:

C. Conducts assessments and prepares reports.

1. Uses instruments and methods that effectively measure learning, social, physical and emotional needs.

Example:

2. Provides complete and accurate data to home and districts if required.

Example:

D. Provides instruction/therapy.

1. Develops and implements appropriate consultation/instructional therapy techniques.

Example:

2. Gathers evidence of client satisfaction/progress of effectiveness of service.

Example:

- V. Professional Responsibilities. Include those criteria associated with the general expectations of the employees of the District.

A. Adheres to District policies and procedures.

1. Demonstrates knowledge of overall District policies and procedures.

Example:

2. Makes appropriate plans with the District and clients in case of absence.

Example:

B. Conducts self in a professional manner.

1. Demonstrates ethical handling of confidential student and parent information.

Example:

2. Maintains high standards of performance and strives for self-improvement.

Example:

3. Demonstrates knowledge of strengths and weaknesses.

Example:

C. Contributes to the improvement of the District.

1. Implements new strategies to upgrade the profession.

Example:

2. Shows leadership in the District and the profession.

Example:

OTHER COMMENTS:

AREAS OF COMMENDATION:

Recommendation for employment for next year: no yes

With limitations/conditions: no yes If yes, specify limitations/conditions:

Employee's Signature

Supervisor's Signature

Date

Date

Employee's Comments (optional):

Attach suggested and required improvement plans.

FORM B
AREAS OF PERFORMANCE - EVALUATION INSTRUCTIONAL STAFF

Employee _____ Date _____

Job Title _____

I. Interpersonal Relationships. Staff members shall establish and maintain positive and professional relationships with students/clients, parents, peers, Administration and other professionals to promote the educational goals of each student/client.

A. Communicates effectively.

1. Demonstrates the use of clear oral communication.

Example:

2. Demonstrates clear written communication.

Example:

3. Demonstrates good listening skills.

Example:

B. Shows consideration for others.

1. Displays a positive relationship and cooperates with staff, students and parents.

Example:

2. Keeps supervisor informed and follows supervisor's directions.

Example:

II. Knowledge of Content. Staff members shall possess current knowledge and demonstrate continued growth in their area of assignment.

A. Seeks and uses current information and research.

1. Shares knowledge of teaching techniques and content area with others.

Example:

2. Uses research information to select and revise instructional material.

Example:

- B. Uses knowledge in job performance.
 - 1. Effectively implements the curriculum.
Example:
 - 2. Develops and uses appropriate goals and objectives for each student/client.
Example:

- III. Management of the Environment. Staffs members shall establish develop and maintain environmental conditions that are required by their specific area of assignment.
 - A. Demonstrates concern for health and safety.
 - 1. Handles unexpected situations and emergencies effectively.
Example:
 - 2. Keeps classroom free of hazards to health and safety.
Example:
 - 3. Provides instructions on safety practices with students/clients.
Example:
 - B. Maintains reasonable order and discipline.
 - 1. Uses consistent and appropriate behavior management techniques.
Example:
 - 2. Maintains positive student rapport and enthusiasm.
Example:

- IV. Planning, Organization and Implementation. Planning, organization and implementation strategies shall be related to educational, personal and organizational goals.
 - A. Demonstrates effective planning and organization.
 - 1. Uses diagnostic information to design activities and materials.
Example:
 - 2. Selects community/environmental resources to enrich learning experiences.
Example:

3. Maintains accurate records.

Example:

- B. Conducts assessments and prepares reports.

1. Uses instruments and methods that effectively measure learning, social, physical and emotional needs.

Example:

2. Effectively communicates results to parents, students and school officials.

Example:

- C. Demonstrates effective instructional techniques.

1. Provides introduction and overview of subject/content to be learned and selects objectives at the appropriate level.

Example:

2. Clearly explains concepts being taught.

Example:

3. Provides opportunities to practice skills to be learned.

Example:

4. Assesses student progress.

Example:

5. Provides review of instruction that relates to previous materials.

Example:

- V. Professional Responsibilities. Include those criteria associated with the general expectations of the employees of the District.

- A. Adheres to District/building policies and procedures.

1. Demonstrates knowledge of over-all district/building policies and procedures.

Example:

2. Makes appropriate plans for substitutes in case of absence.

Example:

- B. Conducts self in a professional manner.
 - 1. Demonstrates knowledge of own strengths and weaknesses.
Example:

 - 2. Demonstrates ethical handling of confidential student and parent information.
Example:

- C. Contributes to improvement of the District.
 - 1. Implements new strategies to upgrade the profession.
Example:

 - 2. Maintains enthusiasm for teaching.
Example:

 - 3. Maintains high standards of performance and strives for self-improvement.
Example:

OTHER COMMENTS:

AREAS OF COMMENDATION:

Recommendation for employment for next year: no yes

With limitations/conditions: no yes If yes, specify limitations/conditions:

Employee's Signature

Supervisor's Signature

Date

Date

Employee's Comments (optional):

Attach suggested and required improvement plans.

LETTER OF AGREEMENT

The parties hereby agree to the following conditions regarding the four Placement Specialist positions currently held by Gary Owen, Carol Ingall, Harriet Dean, and Connie Miller:

1. As these four (4) positions are vacated by the bargaining unit members currently assigned to them, the positions will become "Technician" positions in the bargaining unit represented by the EISD Educational Support Personnel Association.
2. At the time a given position is vacated, the duties and responsibilities of said position shall no longer be considered bargaining unit work for full- or part-time professional personnel represented by the EISD Education Association/ ECEA/MEA/NEA. However, as long as any of the remaining positions are filled by any of the named bargaining unit members, those particular positions will continue to be bargaining unit positions; the duties and responsibilities will continue to be bargaining unit work.
3. Any new positions established by the District which encompass similar or identical duties and responsibilities to those in said four (4) Placement Specialist positions, shall be posted as Technician positions within the bargaining unit represented by the EISD Educational Support Personnel Association.

Signed as part of the 1988-2000 Master Agreement

*For the Eaton Intermediate Board of
Education*

*For the Eaton Intermediate Education
Association*

Date

Date

LETTER OF AGREEMENT

**Between the
Eaton Intermediate School District
And the
Eaton ISD Education Association**

In recognition of their academic credits and in light of the preference to a BA+45 in Article XIV, Section J-8 (Professional Compensation), of the 1995-98 Master Agreement, the parties hereby agree to the following:

1. Colleen LaRose will be paid in accordance with the appropriate step of the MA+15 column retroactively for the 1997-98 school year and proactively as long as she is employed by the District.
2. Kris Boehmer will be paid in accordance with the appropriate step of the MA+15 column retroactively for the 1998-99 school year and proactively as long as she is employed by the District.
3. Any other bargaining unit members who come forth within five (5) workdays of final ratification of the agreement (with the necessary credentials) shall be paid accordingly.

Susan Dumala

*For the Eaton Intermediate Board of
Education*

December 4, 1998

Date

Karen Sherwood

*For the Eaton Intermediate Education
Association*

December 3, 1998

Date