

AGREEMENT

Between The

MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT

And the

**MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT
EDUCATION ASSOCIATION MEA-NEA**

**RATIFIED BY MOISD MEA/NEA ASSOCIATION
ON
August 19, 2011**



Bonnie L. Clark, MOISD/EA Chief Negotiator

**RATIFIED BY MOISD BOARD OF EDUCATION
ON
August 22, 2011**



Curtis E. Finch, Superintendent

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ARTICLE 1- RECOGNITION

A. *Association Defined*

Pursuant to the Public Employment Relations Act, as amended, the Mecosta-Osceola Intermediate School District Board of Education (hereafter referred to as the "District" or the "Board") hereby recognizes the Mecosta-Osceola Intermediate School District Education Association of MEA/NEA (hereafter referred to as the Association) as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment for the entire term of the Agreement for the Mecosta-Osceola Intermediate School District employees including:

special education teachers, teacher consultants, school social workers, school psychologists, speech pathologists, occupational therapists and physical therapists.

But excluding:

Superintendent, administrative/supervisor personnel, office clerical, hourly employees, para-educators, and maintenance and operating employees and bus drivers, Career Center employees, tutors, substitutes and all others.

The term "employee," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male employees shall include female employees.

B. *Sole Recognition*

The Board agrees not to negotiate with any union other than the Association for the duration of this Agreement regarding employees covered by this Agreement.

C. *Employee Rights*

Nothing contained herein shall be construed to deny or restrict any employee rights he/she may have under the Michigan Revised School Code.

D. Agency Shop

1. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association and pay membership dues or pay a service fee to the Association equivalent to the amount of duties uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such membership dues or the service fee. In the event the bargaining unit member shall not pay such membership dues or the service fee directly to the Association or authorize payment through the payroll deduction, the District shall, pursuant to MCLA 408.477; MSA 17.277(7), and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedures provided below.
2. The procedure in all cases of non-payment of the service fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph one (1) above.
 - c. The Board, upon receipt of a request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.
 - d. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
3. Nothing in this Article shall be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the written affirmative and voluntary consent of the bargaining unit member, on file with the Board, in accordance with applicable statutory provisions.

4. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political - Ideological Expenditures - Administrative Proceedings." That policy, and the administrative procedures (including the timetables for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in the Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of the exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
5. Due to certain requirements established in recent Court decisions, the Association represents that the amount of the service fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the service fee by non-members shall be activated thirty (30) days following the Association's notification of non-members of the fee for that given school year.
6. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for membership dues and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of the membership dues and service fees to be deducted by the District, and that the service fee includes only those amounts permitted by this Agreement and by law.

The Association agrees, upon request from the District, to provide the District a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures."

The Association further agrees to certify to the District that the Association and its affiliates have complied with the above policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in this Article.
7. Further, the Association agrees to promptly notify the District in the event a Court order, an Order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an order or arbitration award, the District shall have the right to immediately suspend involuntary wage deduction under this Article and shall promptly give notice of any such decision to the Association.

8. The Association agrees to defend, indemnify and save the Board, and including each individual school Board member and individual administrators, harmless against any and all claims, demands, costs, suits or other forms of liability, including back pay and all court or administrative agency costs, that may arise out of or by reason of action by the Board for the purpose of complying with this Article, subject to the following conditions:
 - a. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
 - b. The Association, after consultation with the Board or its representative, has the right to decide whether or not to appeal the decision of any court or other tribunal resulting from litigation arising from enforcement of the agency shop provisions of this Article or damages or relief which are ordered as consequence of such litigation.
 - c. The Association has the right to choose their own legal counsel to defend any said suit or action.
 - d. The Association shall have the right to compromise or settle any claim made against the Board under this section, provided that the Association shall not have the authority to obligate the District to expend funds or to take other action without express consent of the Board.
9. In the event that the Association fails to provide certification or information as called for in this Article, the District shall have the right, within five (5) working days notice to the Association President, to discontinue all involuntary deductions for service fees until such time as the Association has fully complied with the provisions this contract.

ARTICLE 2 – EMPLOYEE RIGHTS

A. *Right to Organize*

Pursuant to the Public Employment Relations Act, as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body, exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employees in the enjoyment of any rights conferred by the Public Employment Relations Act, as amended, or other laws of Michigan or the constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment.

B. *Association Use of Facilities*

The Association and its members may use the District's building and facilities at any reasonable time with the approval of the Superintendent or his/her agent for the purpose of holding meetings of the Association or conducting its business.

C. *Sharing Financial Information*

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint. The Association agrees to pay only for the collecting, tabulating, etc., of any material not readily available.

ARTICLE 3 - MANAGEMENT RIGHTS

A. *Management Rights*

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities and the school-related activities of its employees. This Article is not intended to control the private lives of individuals.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for continued employment; and to promote and transfer all such employees; and dismissal and demotion of such employees in accordance and agreement with the Teachers' Tenure Act, where that Act is applicable to the employee.
3. To establish grades and courses of instruction, including special programs to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To decide, after consultation and review with employees involved, the means and methods of instruction, the selection of textbooks and other teaching material and the use of teaching aids of every kind and nature.
5. To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of employees with respect to their professional, administrative and non-teaching activities and the terms and conditions of employment.

B. *Limitations*

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 4 - PRIVILEGES AND RESPONSIBILITIES

A. Personnel Records

Each employee's personnel file shall contain the following minimum items of information:

1. All formal written employee evaluation reports including Individualized Development Plans
2. Employee contracts
3. Teacher certificates, approvals, licenses, and authorizations
4. A transcript of academic records, kept current
5. Disciplinary records (including employee response, if any)
6. Initial application for employment and unprofessional conduct check results pursuant to Section 1230b of the Revised School Code, MCL 380.1230b.

Each employee shall receive written notification of any disciplinary material being entered into his/her personnel file. Each employee shall, within twenty (20) working days following notification of the material being entered into his/her file, have an opportunity to file a response thereto, and that response shall become a part of the employee's personnel file. Employees may have access to their personnel file at any reasonable time.

With respect to non-disciplinary matters within an employee's personnel file, the employee shall have the right to file a written response to such material within twenty (20) working days after the employee becomes aware that the material has been included within the personnel file. The response shall also become part of the employee's personnel file.

In the event that material within a bargaining unit member's personnel file is the subject of a request under the Freedom of Information Act, the bargaining unit member will be given a copy of the FOIA request prior to the District's response to that request.

Criminal records check results pursuant to School Safety legislation (2005 PA 129-131 and 138) will be kept in a separate, secure file.

B. Employee Evaluation

1. Each employee shall be evaluated according to evaluation criteria established in Schedules E & F. A written evaluation report shall be placed in the employee's file no later than June 1 of the school year in which the observation(s) and evaluation are completed. Deficiencies noted in an observation will be shared with the employee within ten (10) working days.

2. If a probationary teacher or employee is employed by the District for a minimum of one full school year, the District shall provide that member with an Individualized Development Plan (IDP) developed by the appropriate administrative personnel in consultation with the individual employee. The employee will be provided with at least an annual year-end written performance evaluation each year during that probationary period. The annual performance evaluation shall be based on at least two (2) classroom or on-site observations held at least sixty (60) days apart, unless a shorter interval is mutually agreed upon by the employee and the administrator. The evaluation shall include at least an assessment of the employee's progress in meeting the goals of his/her IDP.
3. Failure of the District to comply with the evaluation procedures in this Article with respect to an individual's performance in any particular school year will be considered conclusive evidence that the employee's performance for that school year was satisfactory.
4. Once an employee has completed his/her probationary period, the employee will be provided with a written performance evaluation a minimum of once every three years. The probationary period for every member of the Association hired after the ratification date of this contract will be four years except for those circumstances as described in the Michigan Teacher Tenure Law. The performance evaluation shall be based on a minimum of two classroom/on-site observations conducted during the school year covered by the evaluation. If a tenured employee receives a less than satisfactory performance evaluation, the District shall provide the employee with an Individualized Development Plan developed by the appropriate administrative personnel in consultation with the employee. The individual's evaluation shall include at least an assessment of the individual's progress in meeting the goals of his/her IDP.
5. Failure of the District to comply with the evaluation procedure in this Article will be considered conclusive evidence that the employee's performance for that period was satisfactory.
6. Following each formal evaluation, which shall include a conference with the evaluator; the employee shall sign and be given a copy of the written evaluation report. In no case shall the employee's signature be construed to mean he/she necessarily agrees with the contents of the evaluation.
7. If an employee disagrees with an evaluation or a portion of that evaluation, she/he may submit a written response, which shall be attached to the file copy of the evaluation in question. This written response must be provided within fifteen (15) working days of the receipt of the written evaluation report by the employee.

8. The District and Association shall plan an annual orientation program, the purpose of which is to provide each new employee with an overview of policies and guidelines governing the operation of the MOISD which directly impacts the daily operations of the employee. This shall include but not be limited to a handbook of MOISD forms to be filled out, how they are to be completed, when they are to be completed, to whom the completed forms are to be presented and what each form is used for. The orientation shall also include an overview of the Mecosta-Osceola ISD special education plan and the role of bargaining unit members in the implementation of the plan.

C. *Employee Discipline*

The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance by an employee reflect adversely upon the teaching profession and create undesirable conditions in the school system. The Board, in recognition of the concept of progressive discipline, shall notify the employee in writing of alleged delinquencies, indicating a fixed period of time for correction. Alleged breaches shall be promptly reported to the offending employee. The Association will work cooperatively with the Administration to help an employee correct a breach of professional behavior.

An employee shall at all times, be entitled to have present a representative of the Association when he/she is the subject of a disciplinary investigation or is being 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 representation of the Association is present. The Association shall promptly furnish representation in these circumstances so that disciplinary action is not being delayed.

Non-probationary employees shall not be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand, reduction in rank, compensation or advantage shall be subject to the professional grievance procedure hereinafter set forth.

The non-renewal of those probationary employees hired after the ratification date of this contract will not be subject to the just cause standard.

Information forming the basis for disciplinary action as required by the Public Employment Relations Act and Freedom of Information Act will be made available to the employee and, upon the employee's request, to the Association.

D. Resignations

When an employee terminates his/her contractual services without at least ten (10) school days written notice to the Board, said employee will forfeit payment for unused sick leave days that have accrued under Article 11 A.

E. Qualifications for Employment

Each employee recognizes that it is his/her own responsibility to be properly prepared for his/her contractual position. Each employee will minimally meet all requirements of the Michigan Department of Education or other appropriate State licensing authority established for employment in his/her specialty and will have the requisite certificates, endorsements, licenses and/or approvals to perform and provide a qualified professional service.

It is the bargaining unit member's responsibility to file such certificates, endorsements, licenses and/or approvals with the District. The certification and licensure status of a bargaining unit member on file with the District shall be considered conclusive for all purposes under this Agreement. The failure of a bargaining unit member to be in compliance with the above, within the timelines established by law, shall result in dismissal from the employ of Mecosta Osceola Intermediate School District.

The bargaining unit member shall promptly provide written notice to the District of any change to his/her certificates, endorsements, licenses and/or approvals after the original filing of the same with the District as they become known. This shall include notice of any additional endorsements, licenses, certificate, renewals, approvals, as well as expirations, revocations, and any limitations thereon. The bargaining unit member shall further notify the District and the Association, in writing, in the event that he/she petitions the State Department of Education or other licensing authority for nullification or limitation of his/her certificate (or one or more endorsements thereon), license or approval.

The District and the Association recognize that there may be instances where bargaining unit members are temporarily assigned or transferred by the District outside their area of certification (or approval, authorization or license, as applicable) in order to meet program and service needs. These temporary assignments or transfers shall only occur where appropriate authorization (e.g., State Special Permits under Part 4 of the Teacher Certification Code or temporary approvals under Part 5 of the Revised Administration Rules for Special Education) is obtained. The District shall pay any cost for the issuance of the permit or approval and will reimburse the bargaining unit member for any tuition costs directly associated with the individual maintaining the permit or approval in order to continue in the temporary assignment.

F. Physical Examinations and Psychiatric Evaluations

A physical examination and/or psychiatric evaluation may be required of any employee

covered by this Master Agreement. Examinations will be paid for in their entirety by the Board. The Superintendent will provide appropriate forms for examination or evaluation, as are applicable.

In the event that an employee disputes the results of a physical examination and/or psychiatric evaluation performed by a District-selected doctor or psychiatrist, the employee has the right to a second examination or evaluation (at District expense) by a doctor or psychiatrist selected by the employee. If the Board disputes that assessment, the District and the employee will jointly select a third doctor or psychiatrist. Employees will sign the necessary releases to allow the results of these examinations to be shared with the District for purposes of this section.

The Board reserves the right to require verification from a health care professional to verify an employee's fitness for duty or eligibility for leave under the following circumstances:

1. To determine an employee's eligibility for leave taken for illness/disability reasons under this Agreement or where the leave is required to be granted by law. This verification shall not be requested unless the leave of absence exceeds three (3) consecutive work days. However, where the Board has reason to believe that leave is being misused, verification may be required for the first and any ensuing days of absence.
2. To determine an employee's ability to return from a leave of absence taken because of illness or disability; or
3. To evaluate an employee's fitness for duty where the Board has articulated concerns regarding an employee's ability to perform the functions of his/her assignment. These concerns will be made in writing at or prior to the time that verification is required.
4. The cost of any examination required by the Board and conducted by a Board-approved health care professional shall be paid by the Board to the extent that the employee's insurance does not cover the cost of the examination.

G. Vacancies

For the purpose of the Article, a vacancy shall be defined as a professional position within the bargaining unit, which the Board intends to fill and which is unfilled, because it is newly created or vacated.

Whenever any vacancy within the bargaining unit shall occur, the Board shall publicize the same by posting notice of the vacancy for five (5) work days, and shall forward a copy to Association President. There shall be no requirement to post a vacancy where there is a laid off bargaining unit member who is eligible for recall to the open position.

Any employee possessing required certification and posted qualifications may apply. If two or more employees meet the minimum certification and qualifications, preference shall be given to the person with the most seniority, unless deficiencies have been previously documented in writing in their personnel files which would adversely affect their ability to assume the position.

If the District does not fill a vacant position due to the unavailability of a properly certified and qualified candidate and subsequently determines, in its discretion, to offer or support additional training to enable a candidate to attain the requisite certification and qualifications for the vacant assignment, the position will be reposted before it is filled in this manner. The revised posting will indicate the type and extent of training or other support that will be provided at District expense. This provision shall not create any obligation upon the District to expend funds for the above purposes but is instead only intended to regulate the announcement of such opportunities so that interested bargaining unit members may apply for them.

Persons employed by the District and denied the vacancy will receive written notification outlining the reasons for the denial.

When the District determines, in its discretion, to fill a vacancy occurring during the school year that has not been filled through the above procedures by distributing the workload of the vacant position to existing staff members, the District will compensate the affected staff members for the additional assigned duties beyond his/her regular workload for up to two (2) hours per day, at an hourly rate based upon the affected employee's per diem rate. These arrangements are subject to prior approval of the Superintendent (or designee), in consultation with the Association.

H. Involuntary Transfer - shall be defined as a change in assignment or reassignment of the employee to a position which is different than the one currently held or, following a summer break, the position held the previous school year. In the event an involuntary transfer is necessary, the least senior person who meets the qualifications for the position shall be placed in the position. When a position reopens, the involuntarily transferred personnel will be allowed first opportunity to apply for and be given primary consideration for that position.

I. Assignments

The District will make a reasonable attempt to notify employees of their work building, district, and room assignment at least fifteen (15) calendar days prior to the beginning of each new school year.

ARTICLE 5 - PROFESSIONAL COMPENSATION

A. *Experience Transferable*

Up to ten (10) years of experience may be credited to new hires.

B. *Contract*

All professional employees are to be hired by written contract. The form of this written contract shall be determined by the Board and shall have as its basis the full privilege and protection of this Agreement. Less than full-time employees will have pro-rata privileges and full protection of the Master Agreement, unless hired on a tutor or substitute basis.

C. *Pay Options*

Employees shall be paid according to pre-selected options. The choice shall be made, in writing, not later than the first employee workday. After the option has been selected by the employee, no change shall be made for the remainder of the school year. The first option shall be twenty-six equal pays (27 pays on years where the calendar would result in a disruption of biweekly pay schedule) and the second option twenty-one equal pays. Contracts and the base salary schedule are based upon the agreed upon school calendar.

D. *Placement on Salary Schedule*

All employees shall be placed on the salary schedule set forth in Schedule A, which is attached to this Agreement. A full-time employee taking an unpaid leave of absence totaling less than 46 work days in a given school year shall be advanced one full step on the next school year's salary schedule.

A Bachelor's degree, plus 30 semester hours, in acceptable courses, pre-approved by the District as part of a planned program, which can be applied to an advanced degree, shall be considered equivalent to the Master's column of the salary schedule. The hours in question must be taken subsequent to receipt of a Bachelor's degree in order to qualify for an advanced salary column placement. To advance to the MA + 20 column on the salary schedule the hours must be taken subsequent to receipt of a Master's degree.

The Master of Social Work Degree, consisting of two (2) years of course and field work beyond the Bachelor's degree with a Certified Social Worker Certificate issued by the State of Michigan and full State Department of Education approval, and the Master of Physical Therapy Degree, consisting of three (3) years of coursework and field work beyond the Bachelor's degree with state licensure by the State of Michigan will be considered equivalent on the salary scheduled to MA + 20 for Social Workers and Physical Therapists employed by the Board prior to July 1, 2005. Social Workers and Physical Therapists hired after July 1, 2005 will be placed on the MA column of the salary schedule.

E. Sick Leave

Sick leave shall be granted on the basis of one (1) day per month for up to ten (10) days per year for full-time and full school year employment. These days will be credited at the beginning of the school year. If any employee terminates service before the end of the school year, payroll deduction will be made for all sick leave used in excess of one (1) day per month. Any employee who begins work after the first day of school will have the sick days prorated and the total number of pro-rated days will be credited to the employee. Any employee working less than full-time or less than the full year (e.g. unpaid leaves, layoff, separation) shall have his/her sick leave pro-rated.

Sick leave shall be allowed for illness of the employee, employee's spouse, children, grandchildren, legal dependents, parents (including stepparents and legal guardians, if the employee was raised by a guardian rather than a parent), and parents-in-law. It is agreed that sick leave may also be used for the purposes of childbirth, adoption or disability surrounding the termination of pregnancy.

For the purposes of Family and Medical Leave Act (FMLA), sick leave allowed and which is taken under this Article shall be charged against the employee's FMLA leave entitlement at the election of either the Board or the eligible employee.

While on FMLA leave, the employee shall accrue seniority and all other benefits. An employee, while on FMLA leave, shall continue to receive, within the limits of the FMLA, the same employer-paid insurance package that he/she was receiving before utilizing FMLA leave.

The method of determining the "12-month period" for FMLA eligibility shall follow the school year calendar. The beginning date shall be July 1 of each year and end with June 30th of the following year. Changes to another method of determining the 12-month period by the District shall be given to the Association in writing at least 60 days before said change is proposed to take effect and is subject to mutual agreement between the Association and the Board.

In cases of extended illness and where all sick leave has been used, employees may be placed on leave without pay for a period not exceeding one (1) year. In extenuating circumstances, the employee may request the Board to approve up to one additional year of leave without pay.

The Board reserves the right to require an examination by a Board-approved physician at Board expense for employees who have been granted leave without pay upon their return to active employment after an extended illness.

Upon his/her return to work, within the same school year or at the expiration of leave under this Agreement or taken by an eligible employee under the Family and Medical Leave Act,

the employee shall be returned to the position held prior to the leave, provided that he/she is certified, (or authorized or approved, as applicable), qualified and able (with or without reasonable accommodation) to perform the essential functions of that assignment. Satisfaction of these standards shall be considered as restoration to an equivalent assignment or position for purposes of the Family and Medical Leave Act.

F. Personal Leave With Pay

Each employee regularly employed by the Board shall be granted two (2) Personal Leave days per year. The Personal Leave days may be for any purpose at the sole discretion of the employee, except on the day before or after any holiday and/or the day before or after any vacation day and/or any day during the last two weeks of school and/or any day not scheduled as a full day of student attendance, except in case of emergency, with advance notice to the Superintendent. A teacher planning to use a personal leave day shall notify his/her principal/supervisor at least two (2) days in advance except in cases of emergency. In extenuating circumstances the Superintendent may approve the use of personal leave during the excluded times.

Personal Leave may be accumulated up to four (4) days, but shall, if not used as personal leave, accrue as sick leave.

G. Worker's Compensation

If absence occurs due to injury or illness incurred while performing duties for the MOISD and under the Michigan Worker's Disability Compensation Act (WDCA), the employee will receive WDCA wage loss benefits. Absences will not be charged against the employee's sick leave.

Insurance premiums for dental, vision and life not covered by Long Term Disability will be provided by the Board for not more than six (6) months after WDCA benefits have become payable to the employee, or the end of the school year in which benefits become payable, whichever is longer.

H. Sabbatical Leave

After seven (7) consecutive years of employment, an employee shall be eligible for a sabbatical leave of one (1) year without pay. Upon return from leave the employee shall be reinstated with previously accrued sick leave and to the next step on the salary schedule (i.e. the next step beyond the employee's step at the end of the school year immediately before the leave commenced). The Association will recommend a person for this leave to the Board of Education.

I. Family Leave

An employee must notify the Superintendent as soon as possible when a family leave is requested. Beginning and ending dates of the leave shall be established on an individual basis in consultation with the Superintendent. Family leave shall be without pay except as specified in Section E or under the provisions of the FMLA.

Unless there are complications or extenuating circumstances beyond the control of the employee, family leave, with the exception of those employees qualifying for leave under the FMLA, shall be limited to eight (8) weeks. (Periods of family leave will run concurrently with leave taken by eligible employees under FMLA).

J. Bereavement Leave

When death occurs in an employee's immediate family, i.e., spouse, child, stepchild, legal dependent, or parent (including step-parent and legal guardian, if the employee was raised by a guardian rather than a parent), such employee, upon his or her request, shall be granted a paid leave of absence for up to five (5) working days for each occurrence.

Three (3) workdays per year shall be granted for each occurrence of the death of other immediate family member such as mother-in-law, father-in-law, sister, stepsister, brother, stepbrother, grandparents, grandchildren, stepparents, and guardians.

One (1) paid bereavement leave day shall be granted in the case of the death of the employee's brother-in-law, sister-in-law, grandmother-in-law, grandfather-in-law, aunt, uncle, niece, nephew and student in the employee's current caseload or classroom for each occurrence.

The employee must attend the funeral or memorial service in order to receive the paid leave. Multiple day leaves must be taken contiguously and at time of death (cannot be taken intermittently). Exceptions will be allowed if burial is delayed until warmer weather or a memorial is held at a later date. (Example: Death occurs in January and actual graveside burial does not take place until May, or death occurs in January and cremation takes place and a formal memorial is held at later date.) Employee will only be granted one day for the examples listed above (or similar circumstances) and the day will be deducted from the three (3) or five (5) days allowed in contract; these are not additional days. In order to receive these days they must be requested at the time of original leave.

It is the intent of this article to allow the employee time to grieve the loss and time to travel to and attend funeral or memorial service only.

The employee must attend the funeral or memorial service for the above to apply.

In extenuating circumstances, the Superintendent may approve additional bereavement leave which will be charged against the employee's accumulated sick leave.

K. Association Leave

Seven (7) days annually shall be available to the Association for Association business. The Association will reimburse the District for the cost of a substitute teacher, if one is determined by the District to be necessary.

L. Professional Development

The District recognizes the benefit of professional development and will make every effort to allow employees to attend on an equitable basis, provided funds are available.

M. Protection of Teachers

The Board will reimburse employees for any loss of, damage to, or destruction of, personal property of the employee used in teaching and approved for use, in writing, by the Superintendent in advance, provided that such injury to property occurs while the said employee is on duty in the school or on the school premises and further providing that such property is not covered by other insurance. This provision does not include damage to autos.

N. Insurance

MESSA CHOICES II, and Plan B and C Benefits

The Board agrees to pay the annual premium MESSA Choices II with the upgraded dental and vision plan up to a total of \$16,974. Employees' cost share shall be 20% of the premium. The Association will have the option to change the plan design.

MESSA CHOICES II

In-Network Deductible: \$100/\$200

Out-of-Network Deductible: \$250/\$500

OV/UC/ER Copay: \$20/\$25/\$50

\$10/\$20 drug card (includes \$5,000 Life with AD&D)

Long Term Disability 66 2/3%

\$5,000 maximum

90 calendar days - modified fill

freeze on offsets

alcohol/drug-mental/nervous same as any other illness

Delta Dental - 80/80/80/80: \$1,300 \$3000.00 Class I, II, & III max

Negotiated Life: \$30,000 AD&D

Vision - VSP 3 GOLD

PLAN B: For employee not needing health insurance

Delta Dental - 80/80/80/80: \$1,300 \$3000.00 Class I, II, & III max
Negotiated Life: \$30,000 AD&D
Vision - VSP 3 GOLD
Long Term Disability - 66 2/3 same as Plan A
\$250 per month deposited in a Board administered plan under Section 125 of the Internal Revenue Code. *
\$300 per month if 12 or more employees enroll and remain in Plan B for the plan year.

PLAN C: For employees not needing any insurance coverage

\$300 per month deposited in a Board administered plan under Section 125 of the Internal Revenue Code. *

*The Board will administer a plan under Section 125 of the Internal Revenue Code. It is the responsibility of each eligible bargaining unit member to comply with all requirements for eligibility, enrollment, coverage and plan elections. These responsibilities shall include, but shall not be limited to initial enrollment, benefit election and submission of all information necessary for claims processing and/or claims administration.

In the event that an eligible bargaining member waives (in writing) available coverages under Plan A and elects to receive additional compensation under Plan B or Plan C in lieu of receiving health coverage, any directions of that compensation to a tax-deferred annuity under Section 403(b) of the Internal Revenue Code or within the meaning of Section 1224 of the Revised School Code shall be regarded as a voluntary and elective contribution made by the bargaining unit member through salary reduction.

1. The Board will provide insurance information, including applications as are provided to the District for distribution by the insurance carrier.
 - a. Employees shall complete an official health application blank in order to enroll for coverage.
 - c. It is the responsibility for the member to notify the business office of any change in the member's family dependency status within thirty (30) days. Any overpayment of premiums on behalf of the employee paid by the District, and not reimbursed, due to the employee's failure to so notify, will be billed back to the employee.
 - d. If spouses are both employed by the District and covered by this Agreement, the Board will pay premiums for Plan coverage for one spouse. The other spouse must elect either Plan B or Plan C.
2. The Board will pay for less than full-time employees the pro-rated costs of the above

insurance premiums that are paid to full-time employees. The pro-ration will be on the number of classroom duty hours and the number of months worked, if they (i.e., the part-time employees) pay for the other costs.

3. In the event an employee does not qualify for FMLA and has exhausted all paid sick leave, the Board shall continue uninterrupted insurance premium payments, as defined in this document, through the first sixty (60) work days-of unpaid absence with no cost to the employee. The employee will be responsible for a full month's benefit cost beginning with the sixty-first day of absence.
4. The Board, by payment of the premium payments required to provide the coverage set forth, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as above described. The failure of an insurance company to provide any of the benefits for which it has contracted, providing the Board and the Association have met their obligations and responsibilities as outlined in Section N-2, shall not result in any liability to the Board or the Association, nor shall such failure to be considered a breach of any obligation by either of them.
5. Disputes between beneficiaries of the employee and any insurance company shall not be subject to the Grievance Procedure established herein, providing the Board has met its obligations and responsibilities outlined in Section N-2.
6. Upon termination, unpaid leave of absence, or layoff from employment with the Board, the employee's benefits as described above will cease to be paid by the Board, when the Board has completed its contracted obligations to the employee.
7. Existing Board services in regard to payroll deductions shall continue to be provided as they have in the past without charge to the employee.

O. Attracting New Employees

Nothing in this Agreement shall prevent the Board from offering incentives to attract new employees for bargaining unit positions. Such incentives may include, but shall not be limited to: signing bonus, reimbursement for moving expenses, assistance with repayment of outstanding student loans, and any other incentives as are determined appropriate by the Board. The Board agrees to notify the Association in the event that a newly hired bargaining unit member receives an incentive. Newly hired bargaining unit members will not be given assignment preference over existing bargaining unit members as a hiring incentive.

ARTICLE 6 - PROFESSIONAL POLICIES

A. *Facilities*

The parties recognize that the availability of adequate school facilities for both students and teacher is desirable to insure the high quality of education that is the goal for both teacher and Board. Whenever possible, and especially in the event of new buildings, adequate planning is to be given to sufficient rooms for special services. Each discipline will have files in the central office for the purpose of storing children's records.

B. *Paraeducator Supervision*

It is acknowledged by both parties that the primary duty and responsibility of special education teachers is to teach those pupils under their care. Teachers shall provide their immediate supervisor with input for the evaluation of paraeducational personnel and shall promptly report to the immediate supervisor any observed deficiency in the paraeducator's performance. Upon request of the teacher, the supervising administrator shall meet with the teacher and paraeducator to review the paraeducator's performance.

C. *Teaching Loads*

Teacher work loads shall be as prescribed by the State Department of Education in compliance with IDEA and State Education Rules, and in agreement with the Superintendent or his/her designee.

Itinerant staff shall develop, jointly with the Special Education Director, or his/her designee, a weekly schedule providing preparation time. Their caseloads shall be in compliance with the State of Michigan Special Education Rules and IDEA recommendations. The Itinerant Advisory Board may review situations not specifically addressed in the rules, when requested by the Director or his/her designee.

D. *Itinerant Advisory Board*

In order to insure a high level of professionalism and insure quality services to our students, an advisory board will be created to review and discuss roles and responsibilities for itinerant staff and those not specifically addressed by special education guidelines.

The advisory board shall consist of two (2) administration representatives and three (3) Association representatives.

The Board shall meet at the beginning and end of the school year. Special meetings may be called as necessary.

E. Work Hours

1. All employees covered by this Agreement will be required to be at their work assignments between the hours of 8:00 a.m. and 3:30 p.m. daily.

However, due to transportation routes and various starting times of each local district, employees may be required to adjust their starting and ending times.

2. All employees covered by this Agreement shall be allowed 30 minutes duty free for lunch, or at the option of the Superintendent or his/her designee, the employees may be assigned to eat with their students and then allowed to complete their day 30 minutes sooner. Employees will be allowed a 15-minute break in the morning and afternoon.

3. The length of the work day as described in Article 1 above can be extended to include the professional obligation to attend all assigned IEPT meetings, provided that such does not exceed three (3) hours extra per month. Should the need for IEPT meeting attendance exceed more than three (3) hours extra monthly, the total hours per school year shall not exceed thirty (30) hours total. Staff will be paid their per diem hourly rate for all hours that exceed thirty (30) with prior supervisory approval and required documentation.

The employees covered by this Agreement, as described in Article 1, accept the professional obligation to occasionally attend meetings with parents or other professionals at hours beyond the normal work day. Such obligation shall not mandate the employee to more than two (2) hours per month nor obligate the employee to more than 40 hours of work per work week, exclusive of lunch hour.

4. Classroom instructional staff will have sixty (60) minutes of instructional planning time per day or they will be paid their per diem hourly rate for their planning time. Planning time will be counted in ten (10) minute increments. The sixty (60) minutes may be granted all at one time or may be split to accommodate the classroom schedule. However, if the time is split, at least one block will be a minimum of 30 minutes and none of the remaining blocks will be less than ten (10) minutes in length.

F. Mentor/Mentee

Employees may serve, on a voluntary basis and with administrative approval, as mentors for teachers in their first three years of teaching, as is contemplated by Section 1526 of the Revised School Code. Mentors may also be appointed for other professional staff members (non-teachers) or where special supervision is required. The purpose of the mentor-mentee

relationship is to provide new teacher/professional staff members with support and assistance in the introduction to their profession. For each mentee assigned, the mentor shall be compensated \$200 per school year.

Administration will assign a mentor no later than Board approval date.

Physical Therapists and Occupational Therapists who are responsible for overseeing the caseloads of Certified Occupational Therapy Assistants (COTA) and Physical Therapy Assistants (PTA) shall be compensated \$500.00 per COTA/PTA per school year. In the event responsibility is shared, the \$500.00 stipend shall be split proportionately.

ARTICLE 7 - NEGOTIATION PROCEDURES

- A.* The representatives of the Association and the representatives of the Employer agree to meet when it is mutually determined to be necessary during the term of the contract to discuss items of mutual concern relating to this contract. Items for a given meeting shall be limited to an agenda proposed in advance.
- B.* At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment.
- C.* Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and consider proposals in the course of negotiations.
- D.* Negotiation meetings will be held at mutually satisfactory time and place.
- E.* Meetings will be private and shall not be open to the public or news media.
- F.* Each party shall keep its own minutes unless otherwise mutually agreed upon for one person to keep the minutes.
- G.* All agreements are tentative until final agreement is reached on the complete contract. Tentative agreements shall be duplicated, dated and initialed by the Chairman of each party.
- H.* Either party may caucus at any time.

ARTICLE 8 – GRIEVANCE PROCEDURE

A. *Definition*

A grievance may be a dispute, a difference of opinion or the interpretation of applications of this agreement. Grievances that arise as a dispute or difference of opinion may only advance to step two of the grievance procedure. Any grievance that involves interpretation or provision of this agreement is subject to the outlined grievance procedure up to and including arbitration.

Every employee shall have the right to have an Association representative present at any and all steps of the grievance procedure. The grievant must participate at the procedural meetings (by phone or other electronic means).

An individual employee may present a grievance to the Board or its designated representatives as long as any adjustment is not inconsistent with the terms of this Agreement.

B. *Work Day*

For the purpose of this Article, a "work day" is a school day. Saturday, Sunday, holidays, and vacation will not be considered working days.

C. *Time Lines*

Step I - Verbal Discussion: Within ten (10) working days of becoming aware of an alleged grievable event, the employee or one member of a group of employees having a grievance shall first discuss the matter verbally with the Director of Special Education.

A written answer shall be given by the Director of Special Education within ten (10) working days following the discussion. If the grievance is not settled, it shall proceed to Step II.

Step II - Written Correspondence: A grievance signed by the employee or representative of the Association shall be presented in writing within the ten (10) working days following the written answer. Within ten (10) working days after presentation of the grievance, the Superintendent or his/her agent give his/her answer in writing.

Step III - Appeal to Board: If this grievance is not settled in Step II, it may be appealed to the Board in writing within ten (10) working days after receipt of the answer in Step II. A meeting shall be held within ten (10) working days between the Board or its designee and representatives of the Association. The Board or its designee shall give its answer in writing ten (10) working days after the date of the meeting or any adjournment thereof.

Step IV - Arbitration: An arbitratable grievance not settled in Step III of the grievance procedure may be subject to arbitration provided notice of intent to arbitrate is given in writing by the Association within ten (10) working days from receipt by the Association of the answer in Step III of the Grievance Procedure. Such notice of intent to arbitrate shall be given by the President of the Association to the President of the Board.

Within ten (10) working days after written notice to arbitrate is given, a meeting shall be held to select an arbitrator. If the parties cannot agree upon an arbitrator at this meeting, a joint request for a panel of arbitrators shall be made to the Michigan Employment Relations Commission or American Arbitration Association in accordance with their rules.

The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement.

Both parties agree to be bound by the award of the arbitrator.

The costs of any arbitration under this Article shall be borne jointly by the parties involved. The expense of preparation and presentation of their cases will be borne by the parties separately.

D. Failure to Meet Timelines

Any grievance not advanced by the Association or employee to the next step within the required limit in that step shall be deemed abandoned. A grievance not answered by the administration or Board within the required time limits shall automatically advance to the next step. Time limits may be extended in writing by the Board or its representative and the Association by mutual agreement.

E. Policy Grievance

The President of the Association may file a policy grievance when such may affect all or a substantial number of its members or when unusual circumstances exist. Such grievance shall be filed within ten (10) working days after the Association should have had knowledge of the incident. A policy grievance may be initiated at Step II.

ARTICLE 9 – LAYOFF & RECALL

A. *Written Notice*

In the event of layoff, affected personnel shall be notified in writing at least forty-five (45) calendar days prior to the effective date of layoff. Every reasonable effort will be made to avoid layoffs during the school year.

B. *Layoff*

Layoff shall be on the basis of seniority, certifications, and qualifications, with seniority being the primary consideration, unless deficiencies have been previously documented in writing in their personnel file that would adversely affect their ability to assume the position.

C. *Seniority*

Seniority shall be computed from the date of hire, which is the first day of work and shall be defined as the length of unbroken service within the bargaining unit. In the event that multiple employees have the same date of hire, position on the seniority list shall be determined by the final four digits of the employees' social security number, with the highest number being awarded the higher position on the seniority list.

All bargaining unit seniority is lost when employment is severed by resignation, retirement, and/or by discharge for cause. Previously accumulated seniority within the bargaining unit is retained, but no additional seniority will accumulate during any period when a former bargaining unit member is employed in a supervisory/administrative non-bargaining unit position. Time spent on Board approved leave shall not be construed as a break in continuous service and seniority shall continue to accrue.

The District shall present to the Association a current seniority list of bargaining unit members and others with seniority in the District during the first week of school. The Association shall have until December 1 during which to challenge the accuracy of the information on the seniority list. Absent any objections by that date, the list prepared by the MOISD shall be regarded as conclusive.

Seniority is not accrued during layoff.

D. *Order of Recall*

Employees shall be recalled for layoff position openings based on seniority, certifications, and qualifications. If an employee meets the certification and qualification requirements, seniority will be given priority unless previous deficiencies have been documented in writing in their personnel file that would adversely affect their ability to assume the position.

E. Recall Procedure

The Board shall give written notice to recall from layoff by sending a certified letter to the employee's last known address with a copy sent to the Association President. The employee shall respond to the notice of recall within fifteen (15) calendar days of the date the notice was mailed. Refusal or acceptance of a position that is less than full-time shall not affect an employee's recall rights to a full-time position. All laid off personnel shall be given first opportunity to accept part-time or special education tutor work (when certification/qualifications are met).

Once part-time employment has been accepted, the employee may retain that position until it expands to a full-time position.

F. Termination of Rights to Recall

In recalling employees from layoff, no employee will be terminated, lose recall rights or seniority if the employee is at the time of recall under contract with another school district. This provision expires at the end of the contract year that the recall was issued. Refusal of a full-time position shall be construed as a voluntary quit with all rights to recall and seniority terminated.

Recall rights of any laid-off employee will end on the fifth anniversary of his/her layoff.

G. Salary Adjustment

A bargaining unit member who is paid unemployment compensation benefits during the summer months chargeable to the District and who is subsequently employed in the bargaining unit in the ensuing school year shall have his/her compensation for that school year adjusted such that his/her unemployment compensation benefits received, plus adjusted compensation, will be equal to the total compensation he/she would have earned for the ensuing school year had he/she not received unemployment compensation benefits during the summer months.

ARTICLE 10 - MISCELLANEOUS

A. *Agreement Supersedes*

The Agreement shall supersede any contrary or inconsistent terms contained in any individual teacher contracts which shall be made expressly subject to the terms of this Agreement.

B. *Copies of Agreement*

Copies of this Agreement shall be printed at the expense of the Board and said copies, separate from administrative bulletins, shall be presented to all teachers now employed or hereafter employed by the Board.

C. *Summer Employment*

Prior to the beginning of any extended year session, any position that requires a person who is covered by this agreement will be posted, setting forth the minimum qualifications and the response date of the posting. Interested employees shall apply in writing by the response date.

In all cases, priority will be first determined by the applicants indicating intent to complete the entire extended year assignment. Incumbent persons shall be given first right of assignment. Second selection will be based on seniority, certifications, and qualifications, with the most senior certified and qualified person awarded the position unless previous deficiencies have been documented in writing in their personnel file that would adversely affect their ability to assume the position.

1. Salary will be prorated at the current contract hourly rate of the employee.
2. Summer employees will earn one sick day for every 25 days worked.
3. Summer employees may use sick days that were earned during the regular school year.

Summer program assignments are annual assignments of extra duty compensation. Assignment to the program is regarded as optional and a specific, separate extra duty/extra pay contract shall be issued.

ARTICLE 11 – SALARY/TERMINATION OF EMPLOYMENT

A. *Reimbursement to Employee*

Upon retirement, resignation, or “voluntary quit” as described in Article 9, Section F from the Mecosta-Osceola Intermediate School District after ten (10) years of continuous service, each employee shall be reimbursed at the current daily rate of pay for MOISD substitute teachers for each unused sick day that he/she has accumulated during his/her service with the District. Employees hired after June 30, 2005 shall be paid for up to a maximum of 150 days.

B. *Reimbursement to Beneficiary*

In the event of the death of an employee who has completed seven (7) years of continuous service with the Mecosta-Osceola Intermediate School District, the District will pay the employee's designated beneficiary at the current daily rate of pay for MOISD substitute teachers for each day of accumulated unused sick leave - not to exceed 180 days.

ARTICLE 12 - WAIVER AND ENTIRE AGREEMENT

A. *Waiver*

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualified waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, and also with respect to any subject matter which was negotiated or which was raised in the negotiations leading to this Agreement but on which no agreement was reached at the time that the parties ratified this Agreement.

To the extent required by the Public Employment Relations Act, the District and the Association recognize their mutual obligation to bargain during the term of this Agreement with regard to unanticipated and unforeseen matters impacting wages, hours, terms and conditions of employment.

B. *Entire Agreement*

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the District and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 13 - SCHOOL CANCELLATIONS AND RESCHEDULING

A. *Conditions for Cancellations*

Scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather (and other conditions specified within the State School Aid Act), will be rescheduled as necessary to ensure instruction as prescribed by law and to enable the district and its constituent school systems to receive full State Aid. When schools are closed due to the above conditions, employees will not be required to report for work, except as is otherwise specified in paragraph B of this Article. Employees will be paid for scheduled days and hours when school is closed and will work on all rescheduled days and hours for no additional compensation.

B. *Cancellation/Rescheduling*

Bargaining unit members will observe the following cancellation and rescheduling arrangements:

1. Education Center personnel will follow the MOISD cancellation and rescheduling protocol.
2. Itinerant staff will follow the cancellation and rescheduling protocol of the constituent district(s) to which they are assigned. In the event that an itinerant bargaining unit member is assigned to more than one constituent district and any of those districts conduct an instructional day on a day when the other district(s) are closed, the bargaining unit member shall report to the open district unless services cannot be rendered at that location. In the latter circumstance, the employee will either not report or, with consent his/her supervisor, may report to their Pod.
3. Bargaining unit members assigned to MOISD operated satellite classrooms in constituent school districts shall follow the cancellation and rescheduling protocol of the host entity where the program is physically located. Residential facilities shall follow the cancellation and rescheduling protocol of the district where the facility is located (Eagle Village-Reed City, Pineview and Muskegon River Youth Home-Evart).

ARTICLE 14 – CALENDAR

A. The calendar will consist of 181 staff work days and shall meet the student contact day/hours as required by law.

B. *Calendar Development*

The District shall set the calendar following the perpetual calendar guidelines developed in conjunction with local school district Administrations and Education Associations.

C. *US 10 Corridor Calendar Development*

The District shall set the US 10 Corridor school calendar, with input from those MOISD employees covered by this agreement and assigned to US 10 Corridor, using the previous year's calendar as a guideline for the new calendar.

ARTICLE 15 – DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 2011, and shall continue effective until the 30th day of June, 2012.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the day indicated.

SCHEDULE A – SALARY SCHEDULE

The daily rate for a professional employee shall be calculated from the regular salary of the employee, as specified in Schedule A, and shall include longevity for which the employee is eligible.

MEA 2011-12 Salary Schedule – 1% - No Steps

STEP	BA	BA+30	MA	MA+20	EDS
0	38,458	40,981	40,981	42,377	43,817
1	40,766	43,439	43,439	44,919	46,446
2	43,070	45,899	45,899	47,460	49,076
3	45,379	48,361	48,361	50,003	51,704
4	47,690	50,820	50,820	52,543	54,333
5	49,996	53,274	53,274	55,088	56,961
6	52,301	55,734	55,734	57,630	59,590
7	54,610	58,195	58,195	60,172	62,218
8	56,916	60,654	60,654	62,715	64,847
9	59,221	63,113	63,113	65,258	67,476
10-15	63,105	67,248	67,248	69,531	71,898
16	64,305	68,448	68,448	70,731	73,098
19	65,105	69,248	69,248	71,531	73,898

SCHEDULE B - LONGEVITY PAY

Experience will be computed only at the beginning of the school year. Only one (1) step per year will be granted.

Step 16

A. Longevity will be based on at least 16 years of experience, 12 of which must be full time equated experience with the Mecosta-Osceola Intermediate School District.

1. A rate of \$1,200 will be applied to all lanes of the salary schedule.

Step 19

A. Longevity will be based on at least 19 years of experience, 15 of which must be full time equated experience with the Mecosta-Osceola Intermediate School District.

1. A rate of \$2,000 will be applied to all lanes of the salary schedule.

SCHEDULE C – MILEAGE REIMBURSEMENT

Mileage reimbursement will be determined in the following manner:

The base rate shall match the standard mileage rate as established by the United States Internal Revenue Service. Changes to the standard mileage rate announced by the Internal Revenue Service shall become effective on the implementation date set by the Internal Revenue Service. Bargaining unit members shall be given written notice of changes in the mileage rate and the effective date of the change.

ITINERANT STAFF

All itinerant staff will be paid for actual mileage driven on official school business, minus twice the distance from their homes to the nearest assigned school building.

Mileage will only be paid for distances within the intermediate district boundaries, except as agreed administratively for other purposes.

Any situation not covered appropriately by this policy will be dealt with as an individual matter by the Superintendent in consultation with the person involved and thereafter agreed upon by the Bargaining Unit.

CLASSROOM TEACHERS

All teachers assigned to a classroom shall be eligible to receive a transportation reimbursement for mileage incurred for classroom purposes.

Example of trips which may be approved:

1. Home visits.
2. Use of private automobile in case of emergency.
3. Travel to IEPC meeting.
4. Any other meetings and/or activities as agreed upon in advance by the supervisor and employee.

Staff members will in all cases plan their trips so they can consolidate their business in the least number of trips possible.

Sharing of transportation or carpools will be required whenever possible.

If an employee changes his residence after his initial assignment, the MOISD will not be responsible to pay any additional mileage costs incurred by the employee in the course of serving the students in the areas of his original assignment. This provision is to be on a year-to-year basis. Any exceptions or deviations not covered in this paragraph will be resolved between the Superintendent, the employee, and an Association Representative.

SCHEDULE D – PER DIEM RATES FOR VOLUNTARY CURRICULUM WORK

The rate of pay shall be \$75 per half day and \$150 per full day for approved curriculum work on non-contracted days.

Schedule E

**MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT
ITINERANT EVALUATION FORM**

COMPETENCIES	SATISFACTORY	UNSATISFACTORY	N/A
Pre-referral/Evaluations			
Participates in TAT if requested			
Writes accurate, understandable reports			
Reports results at IEP meeting in a clear, understandable manner			
Communication: Communicates in a clear, understandable manner and establishes positive relationships with:			
Parents			
Students			
Other Professionals			
Administrator			
Direct Service			
Establishes an efficient schedule			
Meets required number of student contacts or consultations			
Consistently demonstrates commitment to professional development			
Protects the rights, safety, welfare and confidentiality of students and their families			
Paperwork			
Writes measurable goals and objectives			
Written communications are clear/legible			
Submits required paperwork in timely manner			
Completes all required forms accurately			

Personal Traits			
Physically able to do necessary work			
Appropriate grooming/dress			
Punctuality/Attendance			
Can be relied on to complete assignments without close supervision			
Self-motivated; seeks to improve methods			

Comments:

Staff Member Signature **Date** **Administrator Signature** **Date**

SCHEDULE F

MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT
15700 190th Avenue * Big Rapids, Michigan 49307
(231) 796-3543

TEACHER EVALUATION

TEACHER: _____ DATE: _____

ASSIGNMENT: _____

RATING SCALE DESCRIPTORS

- 1. SATISFACTORY - doing an adequate job
- 2. UNSATISFACTORY - action inappropriate/fails to improve following goal guidelines.
- N. NOT OBSERVED - evaluator has not observed behavior

INSTRUCTIONAL SKILLS:

- 1 2 N A. Planning and Organizing
 - 1. Follows district curriculum
 - 2. Completes lesson plans on time
 - 3. Writes plans based on students' individual objectives
 - 4. Writes plans in sufficient detail to allow a substitute to teach effectively
 - 5. Lesson plans reflect long-term goals

- 1 2 N B. Presentation
 - 1. Gives clear and concise instructions, demonstrations, and illustrations
 - 2. Teachers to individual's needs
 - 3. Provides appropriate assistance
 - 4. Provides for student participation
 - 5. Keeps student informed of progress
 - 6. Focuses student attention

- 1 2 N C. Teaching Techniques
 - 1. Uses variety of materials, methods and devices
 - 2. Demonstrates sound knowledge of subject area in lessons
 - 3. Uses classroom time effectively
 - 4. Provides relevant instruction
 - 5. Demonstrates an ability to adjust to difficult situations (flexibility)

- 1 2 N D. Classroom Management
1. Classroom rules are evident
 2. Uses effective behavior management system
 3. Encourages student to be self-disciplined, responsible
 4. Demonstrates consistent, appropriate treatment of students

- 1 2 N E. Classroom Atmosphere
1. Promotes positive self-image in students
 2. Challenges students to reach potential
 3. Classroom reflects organization

INSTRUCTIONAL STRENGTHS SUMMARY:

AREAS FOR IMPROVEMENT:

PROFESSIONAL SKILLS:

- 1 2 N A. Professional Growth
1. Keeps up to date in methods and materials
 2. Seeks assistance from consultants, administrators, classroom teachers, parents, and community
 3. Utilizes opportunity of in service training programs

- 1 2 N B. Professional Competence
1. Has knowledge of handicapping conditions
 2. Assesses and develops individualized objectives/programs based on accepted diagnostic procedures
 3. Follows school and board policy
 4. Attendance/Punctuality
 5. Protects the rights, safety, welfare and confidentiality of students and their families
 6. Dresses appropriately for teaching position
 7. Expresses self clearly in both oral and written communication

- 1 2 N C. Direction of Teacher Aides
1. Gives clearly defined assignments
 2. Teaches instructional strategies and behavior management techniques
 3. Communicates students' needs to the aide
 4. Evaluates aide for purpose of improved job performance

PERSONAL STRENGTHS SUMMARY:

AREAS FOR IMPROVEMENT:

PERSONAL/INTERPERSONAL SKILLS:

- 1 2 N A. Relationship with Students
1. Uses appropriate communication skills
 2. Gives evidence of understanding and respect

- 1 2 N B. Relationship with Parents
1. Keeps parents/caretakers informed of students' progress
 2. Considers carefully and takes appropriate action on parent comments and criticisms
 3. Shows tact and respect

- 1 2 N C. Relationship with Personnel
1. Displays positive attitude toward self and others
 2. Respects constructive criticism
 3. Demonstrates tact and patience
 4. Communicates and works cooperatively

PERSONAL/INTERPERSONAL STRENGTHS SUMMARY:

AREAS FOR IMPROVEMENT:

GOALS:

1.

2.

3.

SUMMARY:

RECOMMENDATIONS:

Continued Employment

Continuation with Reservation

Termination

Signature indicates teacher has read this evaluation and reviewed it with the evaluator.

Teacher _____ Date _____

**Letter of Understanding
Between
Mecosta Osceola ISD School Board
And
Mecosta Osceola Education Association MEA/NEA**

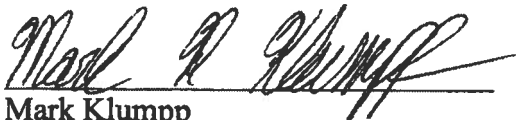
August 16, 2011

Whereas both sides have met and agree that the following settlement meets the needs of the Board and the Association with regards to the issues related to language in the collective bargaining agreement.


The Association and the Board are not going to bargain over a prohibited subject of bargaining.

Both sides understand that some of the language in the collective bargaining agreement is currently unenforceable because of PA 100-103, however the language currently in the collective bargaining agreement will remain because the enforceability of the language could change during the term of the successor agreement either through litigation challenging the legislation, changes in the composition of the legislature, or through subsequent changes to the law.

FOR THE BOARD


Mark Klumpp
Assistant Superintendent

FOR THE ASSOCIATION


Bonnie Clark
Chief Negotiator

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