

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

**And**

**Menominee County Intermediate School District  
Education Association**

**Master Agreement  
2010-2013**

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This Agreement entered into this 29th day of June 2011, by and between the Menominee County Intermediate School District Education Association, a voluntary organization, hereinafter called the "Association" and the Michigan Education Association, hereinafter called the "MEA", affiliates of the National Education Association, hereinafter called the "NEA", and the Menominee County Intermediate School District, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

#### WITNESSETH

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

In consideration of the following mutual covenants, it is hereby agreed as follows:

#### ARTICLE 1

#### RECOGNITION

**A. Recognition Provision:** The Menominee County Intermediate School District Board of Education hereby recognizes the Menominee County Intermediate School District Education Association as the exclusive bargaining representative for all full-time and part-time professional personnel under contract with the Menominee County Intermediate School District, but excluding substitute and per diem employees, supervisors, administrators, and all other employees.

**B. Definition of "Association":** The term "Association" when used in this agreement shall refer to the Menominee County Intermediate School District Education Association.

**C. Employees in Unit:** The terms "Menominee County Intermediate School District Education Association" or "employees" when used in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit under contract with the Menominee County Intermediate School District, and reference to male employees shall include female employees.

**D. Definition of "Board":** The term "Board" shall include its officers, members, or delegated agents.

**E. No Negotiations:** The Board agrees not to negotiate with any professional staff members' organization or individuals other than the Association for the duration of this Agreement. Calendar will be negotiated individually as applicable.

F. **Rights Under Law**: 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.

## ARTICLE 2

### EXTENT OF AGREEMENT

A. **Amendments in Writing**: 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 amendment to this Agreement.

B. **Individual Contracts**: Any individual contract between the Board and an individual professional staff member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. **Priority of Agreement**: This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

D. **Conflict with Law**: If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. **Teacher Requirements**: The parties agree that all teachers will meet the Michigan Department of Education requirements necessary to teach in Michigan.

## ARTICLE 3

### CONTINUITY OF OPERATIONS

A. **Uninterrupted Operation**: Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the Public Employment Relations Act unless the Board refuses to fully implement an arbitration award issued in accordance with this contract.

**B. Inclement Weather:** Nothing in this article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God.

Classroom teachers and employees working in one school district will follow the school closing(s) of that local district. All other employees will select and submit for administrator approval the local district they will follow for school closings. For multi-district employees, in the event of an unusual or lengthy district closing, alternate arrangements can be made with Administrative approval. When state requirements necessitate making up days, employees will follow the make-up schedule of their selected district. An employee may request to make up the snow day(s) different from the local school make-up schedule by obtaining approval from the immediate supervisor. Final approval rests with Administration. Days/hours of instruction will be made up in compliance with current state law.

**C. Inability to Reach Work:** When schools are open and professional staff members are unable to report to work because of severe inclement weather or an act of God or their health and safety are threatened by attempting to report, these professional staff members may, in half-day or full day increments, use personal leave, previously earned comp time, or with Administrative approval, reschedule.

**D. Use of Non-bargaining Unit Members:** The employer agrees that non-bargaining unit members shall not be used to displace bargaining unit members except in emergencies. Emergencies shall be considered to include accidents, illness, and leave time.

## ARTICLE 4

### ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS

**A. Assignment of Dues:** Any professional staff member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Dues, Assessments and Contributions in the Association which sum shall be as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and By-Laws. Pursuant to such authorization, the Board shall deduct such dues, assessments and contributions from the regular salary check of the professional staff member in twenty (20) equal payments beginning with the first paycheck of the school year (see

Article 5 B. 5.). Any professional staff member on layoff or unpaid leave for any entire month of the school year shall have his dues reduced proportionately

**B. Other Remittance:** Upon appropriate written authorization from the professional staff member, the Board shall deduct from the salary of any professional staff member and make appropriate remittance for annuities or programs jointly approved by the Association and the Board.

**C. Effective Date:** This Article shall be effective retroactively to the date of the Agreement, and all sums payable hereunder shall be determined from said date.

**D. Indemnity:** The Association will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability, including any and all costs and expenses with regard thereto as well as any attorney's fees incurred in connection therewith, with regard to any check offs or deductions undertaken by the Board in connection with the check off procedure set forth herein.

## ARTICLE 5

### FINANCIAL RESPONSIBILITY

**A. Service Fee:** Any professional staff member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of professional staff duties, shall, as a condition of employment, pay a Service Fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the Menominee County Intermediate School District Education Association; provided, however, that the professional staff member may authorize payroll deduction, as provided in the preceding article

**B. Payment Requirement:** 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 or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may annually authorize payroll deduction for such fee annually. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.2777(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 procedure below. Such monies shall be remitted to the Association or its designee no later than twenty (20) days following deduction. The procedure in all cases of non-payment of the service fee shall be as follows:



1. 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 effectuated.
2. 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 1, above.
3. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the member has remitted the service fee to the Association or authorized payroll deduction for same.
4. 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.
5. The deduction of membership dues and/or representation fees shall be made from each paycheck in twenty equal payments . Dues deductions shall be transmitted by the Board to the Association designee within ten (10) days after such deductions are made. The designee shall be responsible for disbursement of dues paid to the Treasurers of those organizations designated by the Association.
6. All refunds claimed for dues of the Association, MEA or NEA, under such dues authorization shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction.
7. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with the Association security/agency shop provision of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member who challenges the Association's security/agency shop provisions under this Article. If the indemnification and hold harmless provision is found to be unlawful, the duty to make involuntary deductions shall cease.

8. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a policy regarding “objection to political ideological expenditures-administrative procedures.” That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association bargaining unit members. Administrative or judicial review thereof may be availed of by such objecting bargaining unit member concerning the application and interpretation of this fee.

9. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to the 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 this procedure in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association’s notification to non-members of the fee for that given school year.

10. The Association shall certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law. Further, the Association agrees to timely notify the District in the event a court order is entered restraining the Association from implementing its policy regarding objections to political-ideological expenditures. If as a result of notice that such an order has been entered, the District intends to suspend involuntary wage deductions under this Article, it shall give timely notice to the Association.

## ARTICLE 6

### ASSOCIATION RIGHTS

**A. Board Policies:** The Association agrees to Board of Education written policies and procedures not inconsistent with the terms of this Agreement.

**B. School Facilities:** The Association and its members shall have the right to use school facilities for meetings upon approval of the superintendent or building administrator as long as such meetings do not interfere with regularly or previously scheduled school approved activities. Such use of the buildings shall be without charge on regular school days.

**C. Non-interference with School Operations:** Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations. Such representative shall notify the school of his presence.

**D. Ancillary Services:** Typing, calculating, duplicating and audio-visual equipment will be made available to the Association for the purpose of producing notices, announcements, and other such items of an official and professional nature. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any breakdowns or damage occurring due to Association misuse.

**E. Public Information:** The Board agrees to furnish to the Association in response to reasonable written requests, regular and routine available public information, including but not limited to, the financial resources of the district, including salaries paid to employees and their years of experience and training and such financial reports as are routinely prepared for the Board of Education. If duplication of reports for the Association results in additional cost to the district, such costs will be billed and paid by the Association.

**F. Right to Organize for Collective Bargaining:** Pursuant to Act 379, Public Acts of 1965, the Board hereby agrees that every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for their mutual aid and protection. The school district undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teachers in the employment of any rights conferred by Act 379, or other laws of Michigan or the Constitution of Michigan and the United States: that it will not discriminate against any teacher with respect to hours, wages, or any terms or collective professional negotiations with the school district or his/her institution of any grievance, complaint, or proceeding under this agreement, or otherwise with respect to any terms or conditions of employment.

**G. Residency:** There shall be no residency requirement as a condition of employment.

**H. Disclosure of Information:** All communications obtained from students by a bargaining unit member in confidence during the course of his/her professional duties which if disclosed to other persons might result in substantial and irreparable harm to the student involved need not, except with the consent of

said bargaining unit member, be disclosed to any parent or guardian, unless said disclosure has been determined to be required by law. If the employee is directed by the District to disclose confidential information, they will be provided the opportunity for prior Association counsel.

**I. Personnel File:** A bargaining unit member shall have the right to review his/her personnel file and to have an Association representative present during such review. When a bargaining unit member is requested to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material, but shall not be interpreted to mean agreement with the content of the material. No material shall be placed in the employee's personnel file unless it shall first have been brought to the employee's attention.

**J. Discipline:** No bargaining unit member shall be disciplined without just cause. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting involving disciplinary action.

**K. Program Visitation:** When parents or visitors known by past occurrences as having caused problems detrimental to the educational environment enter the premises of any program operated by the ISD, they shall first be required to contact the appropriate administrative offices to get permission for any anticipated classroom visit(s). The employee will be given at least one (1) hour advance notice of any such visit. All such visits shall be limited to the equivalent of a class period or one hour. Administrators for such problematic parents/visitors or at the employee's request, shall be present during such visit(s).

**L. Previous Experience Credit:** The District may credit new employees with up to nineteen (19) years (placed on up to and including Step 19) on the salary schedule for Pre-K-12, ISD, Special public education teaching experience, and/or clinical or job related experience on the salary schedule from the date of hire. It is understood that years of experience may only be granted for actual documented experience obtained while holding a bachelor's degree or higher. Upon request of the Association President a copy of any offer of employment for prospective bargaining unit positions will be provided to the Association. In June of each year the EA President will make one request for copies of all offers of employment made during the summer months. A copy of the contract given to new employees will be furnished to the Association President upon request.

**M. Discrimination:** Bargaining unit members shall be entitled to full rights of citizenship and no political

or religious activities of any bargaining unit member shall be grounds for any discipline or discrimination with respect to employment. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the employer.

**N. Payroll:** Payroll checks will be issued bi-weekly on Thursday on a twenty-one (21) or twenty-six (26) pay schedule beginning September 9, 2010 for the 2010-2011 school year. In 2011-2012, checks will be issued beginning September 8, 2011. In 2012-2013, checks will be issued beginning September 6, 2012.

**O. Teacher-Aide Relations:** When possible, the employee teaching in the room with the aide will participate in the interview process of prospective aides. This will occur on the employee's own time or on work time as arranged by the supervisor, however it is understood there will be no additional compensation. Each aide will have a job description that determines the duties of the aide. All newly hired aides will serve a probationary period with the district. Employees will submit a written recommendation regarding the continued employment of new aides working in their classroom prior to the end of the probationary period (thirty working days).

**P. Personal Safety:** The parties agree that no employee will be required to work under unsafe or hazardous conditions that can be addressed within governing rules, laws, and guidelines.

## ARTICLE 7

### BOARD RIGHTS AND RESPONSIBILITIES

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

**A.** To the exclusive management and control of the school system, its property, facilities, operations and affairs.

**B.** To hire all employees; subject to the provisions of law, to determine their qualifications, conditions of employment, dismissal, suspension, or layoff; to determine the number and scheduling, including business or school hours or days, of all employees, to promote or transfer all employees; to determine the size of the working force; to assign duties to, and to direct, all employees; and to assign locations to all employees.

C. To establish grades and course of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.

D. To decide upon the means and methods of instruction, selection of text books and other teaching materials, and the use of teaching aides of every kind and nature, provided the bargaining unit member(s) concerned have been given the opportunity to provide input.

E. To determine services, supplies, and equipment; to determine all methods and means of distributing, disseminating, or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.

F. To determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments or divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

G. To determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the school system and its programs.

H. To determine the size of the management organizations, its functions, authority, amount of supervision and table of organization; and to determine those individuals who will occupy supervisory positions.

I. To make and change rules and regulations not inconsistent with the terms hereof.

J. The exercise of the foregoing powers, rights, authorities, 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 this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the United States and the State of Michigan.

## **ARTICLE 8**

### **SCHOOL CALENDAR**

The school calendar for all professional staff employees shall be based on 183 contract days at seven (7) hours per day with a thirty (30) minute duty free lunch for a total of 1189.5 work hours. Each employee's actual day length will be calculated based on the 1189.5 hours divided by the number of teacher days in

the calendar as approved by the supervisor. For any teacher who must supervise students during lunch, an alternate thirty (30) minute duty free period will be provided or the employee's day length will be reduced accordingly. The classroom teacher and his/her supervisor will mutually develop the schedule when a duty free lunch is not feasible.

Due to the diversity of assignments and areas of major responsibility of the professional staff members employed by this Board, the parties agree that to set one single calendar for all to comply with is not possible.

Classroom teachers and employees assigned to a single district will follow the calendar of the district in which they work. All other employees will prepare a calendar subject to administrator approval within five working days following their first day of work for the year. Employees will submit their calendar to their supervisor utilizing the school calendar form (Appendix C- Employee Calendar) mutually agreed upon by the Administration and the Education Association. It is understood that calendars are to have employees present when students are in attendance in the districts in which they work. Employee work days when students are not present will be scheduled with administrative approval.

Approved calendar(s) may be changed during the year with administrative approval.

When it becomes necessary to reschedule workdays in order to fulfill the state requirements for funding under pupil accounting guidelines, the first priority is to reschedule days when students are present in the local districts, and if this is not possible, to schedule days when the ISD office is open for business and not on weekends or during holidays/vacations. (See Article 3 B Inclement Weather)

## ARTICLE 9

### GRIEVANCE PROCEDURE

**A. Definition of Grievance:** A grievance is defined as an alleged violation of a specific section or subsection of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work on account of such difference, but the grievance shall be submitted to the following grievance procedure.

**B. Presentation of Grievance:** An individual employee shall have the right at any time to present his or her own grievance to the School District and to have the grievance fully adjusted without the intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement, and the bargaining representative has been given the opportunity to be present at such adjustment.

**Step One:** Within ten (10) working days after the time a grievance occurs, the Association or employee, will present the employee's grievance orally to the building principal. Within ten (10) working days after presentation of the grievance, the principal shall give his or her answer orally to the employee or Association representative. A receipt of the date of the oral discussion will be signed by the grievant and principal for purposes of recording the date of the conference.

**Step Two:** If the grievance is not resolved in Step One, the employee or Association may reduce the employee's grievance in writing, and present the grievance to the Superintendent or his or her designee for his or her written answer.

The written grievance shall be on a form provided by the School District and must be filed within seven (7) working days after the date of the principal's oral answer in Step One, but in no event later than fourteen (14) working days from presentation of the grievance, shall state the date on which the alleged grievance arose, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Association with respect to these provisions, shall indicate the relief requested, and shall be signed and dated by the employee(s) and/or Association representative. The Superintendent or his or her designee shall give the employee and Association Representative an answer, in writing, no later than ten (10) working days after receipt of the written grievance.

**Step Three:** If the grievance is not resolved in Step Two, the Association Grievance Chairperson or his or her designee may, within five (5) working days after the answer in Step Two, appeal the grievance to a committee appointed by the Board of Education.

The appeal shall be in writing and shall be signed by the Association chairperson and his/her designee.

The Board or its designated representative shall, not later than the next regularly scheduled meeting or three (3) calendar weeks, whichever is later, investigate the grievance, including giving the aggrieved employee or the Association the opportunity to be heard. The Board or its designated representative shall render a decision in writing within seven (7) working days after holding the hearing on appeal.

**Step Four:** If the grievance is not satisfactorily adjusted, and it involved an alleged violation of a specific section or subsection of this Agreement, the Association may, within twenty (20) working days after the Board's decision in writing is received, submit the grievance to arbitration by mailing a Demand for Arbitration, return receipt requested, with a copy to the School District, to the American Arbitration Association.



The Demand for Arbitration shall contain a statement of the issues to be arbitrated, references to the specific section or subsection allegedly violated, and shall be signed by the Association Grievance Chairperson, or his designee.

The Arbitrator shall be selected in accordance with the rules of the American Arbitration Association governing labor disputes. The cost for the services shall be distributed fifty per cent (50%) to the party deemed to be favorably awarded the arbitrator's judgment and fifty per cent (50%) to the party deemed to be in error in the arbitrator's judgment. All other expenses, including AAA filing fees, shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.

**Powers of the Arbitrator:** It shall be the function of the arbitrator, and he or she shall be empowered, except as his powers are limited below, to make a final decision based upon, and specifically limited to, whether the School District has violated express articles and sections of this Agreement.

1. He or she will have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

2. He or she will have no power to rule on any of the following:

- a. The discipline, suspension, or the termination of services of, or failure to re-employ, any probationary employee.
- b. Employee evaluations by the principal or supervisor.
- c. Any matter, under this Agreement, is within the responsibility of the District to decide.
- d. Placing of a non-tenure teacher on a third year of probation.
- e. Any matter subject to the procedures specified in the Teacher Tenure Act (Act 4 of Public Acts, Extra Session of 1936 of Michigan, as amended).

With regard to any of the items set forth in sub-section "a" through "e" above, the employee and/or Association may pursue whatever other legal remedies which are available after pursuing the matter through Step Three above.

3. He or she shall have no power to change or negate, or substitute his judgment for the District's with respect to, any practice, policy, or rule of the District not in violation of any express terms and conditions of this Agreement.

4. He or she shall have no power to imply conditions or obligations upon the School District other than as

expressed within this Agreement or to decide questions within the responsibility of management.

5. If either party disputes the arbitrariness of any grievance under the terms of this Agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

6. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding upon the Association, its members, the employee or employees involved, and the Board.

**Grievance Not Timely Advanced:** Any grievance not filed or not advanced to the next step by the employee and/or Association within the time limit in that step, shall be deemed abandoned. Failure of the employer to respond or advance the grievance within the appropriate time limits at any step of the grievance shall cause the grievance to be advanced to the next step in the grievance process. Time limits may be mutually extended by the School District and the Association in writing; then the new date shall prevail.

**No Back Wages Prior to Step One Presentation:** The School District shall not be required to pay back wages prior to the date the oral grievance was presented in Step One.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he may have received from any source during the period of back pay.

2. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designated as the representative grievance by mutual written agreement by the parties.

**Expiration of Contract:** Notwithstanding the expiration of this Agreement, any claim or grievance arising thereafter may be processed through the grievance procedure until resolution.

**Agreement Binding On All Parties:** Any agreement reached between the School District and the Association is binding on all employees affected and cannot be changed by any individual.

**No Processing During Instructional or Preparation Time:** Grievances arising under this Section shall not be processed during instructional or preparation time.

## ARTICLE 10

### REDUCTION OF STAFF

**A. General Layoff:** Should substantial and unforeseen changes in student population (general and special education), or other conditions make necessary a general reduction in the number of bargaining unit members employed by the Board, the Board will retain, as nearly as possible, those unit members certified for the position by the State of Michigan having the most seniority in the Association. The Board and Association shall meet and attempt to mutually agree upon a layoff plan. Said meeting shall take place prior to April 1<sup>st</sup>. In the event no agreement can be reached and a general cutback or reduction of unit members is to occur, the least senior member in the specific position being reduced or eliminated shall be laid off first. In the event of low classroom enrollment that could result in a mid-year layoff, a similar meeting will be held no later than the first Monday of November. In no event will notice of layoff be provided later than 60 days before the end of the first semester.

**B. Seniority:** No later than thirty (30) days following ratification of this agreement, and by September 30<sup>th</sup> thereafter, the employer shall prepare and post a seniority list, with a copy to be given to the Association president. Bargaining unit members shall be ranked on the seniority list from the most senior to the least senior. If a bargaining unit member does not object to his/her placement on the list within thirty (30) days of its posting, that list shall become final for the purpose of reduction in personnel for that school year.

Seniority shall be defined as the length of service within the bargaining unit as of the employee's first day of work and shall consist of the number of contract days worked. One hundred eight-three (183) days or more shall equal one full year of seniority. If employment is less than full time, seniority shall accrue on a pro-rata basis (% of 1,189.5 hours). In addition to seniority, all benefits, not limited to, but including leave pay and fringe benefits will be prorated on the same basis as the employee's seniority calculation. In the circumstance of more than one bargaining unit member having the same certification and number of days worked, all such individuals so affected shall participate in a drawing, conducted by the Association at a time and in a place available for member attendance, to determine the affected members placement on the seniority list. The ISD shall be notified of the results in writing following the drawing. Members returning from leave or layoff shall be placed at the bottom of the list of members for their respective (year) position or place if that position or place already lists one or more employees.

Seniority shall be lost if a bargaining unit member resigns, retires, is discharged for just cause, or fails to respond to recall to a position to which that employee was originally hired or was working in at the time of layoff.

If a bargaining unit member becomes disabled, he/she shall continue to accrue seniority for not more than one (1) year or up until the disability is certified permanent, whichever is shorter, and shall upon return to work be reinstated with the level of seniority held prior to its discontinuance.

Seniority shall continue to accumulate for any bargaining unit member on paid leave of absence including sick leave. Military leaves, Adoption or Child Care leaves, or any unpaid leave shall not be considered a break in service to the district but seniority shall not accrue during such leave(s). The bargaining unit member shall be placed on the seniority list upon his/her return to employment in the same manner as those returning from layoff.

**C. Recall:** Any employee on layoff shall be entitled to recall for up to five (5) years or the length of his/her seniority, whichever is less. An employee with greater than five (5) years seniority, shall retain his/her recall rights after the fifth year by providing annual written notice to the Administration by July 1<sup>st</sup>. The employee shall retain seniority and be reinstated to the seniority level and days held prior to such layoff upon his/her return to work. Laid off personnel shall be recalled in the reverse order of layoff and shall be given preference in hiring for any position which opens in the district for which they are certified and/or approved by the state.

The Board reserves the right to reinstate or add programs but not necessarily in the reverse order of termination.

Professional staff members on layoff shall file an up-to-date address form with the district on a yearly basis by July 1<sup>st</sup>. Professional staff members shall be recalled by certified mail, return receipt requested. Such letter shall be sent to the professional staff member at their last known address filed with the district. If the professional staff member does not notify the district of their acceptance within thirty (30) calendar days, he/she shall lose all further rights of reinstatement. A copy of all notices of recall shall be sent to the Association.

**D. Procedure for Professional Staff Members Declared Surplus:** Once a professional staff member has been declared surplus, he/she shall be eligible within two (2) weeks to bump another professional staff member of lesser seniority providing he/she is certified and/or approved for the position held by the professional staff member with lesser seniority.

Professional staff members so affected shall have an additional two (2) weeks to accept or reject their reassignment.

A professional staff member that has been declared surplus by the elimination of programs and/or positions, and is certified and/or approved in more than one area, shall be eligible to bump only the person with the least seniority within those areas of certification and/or approval held by the professional staff member declared surplus. They shall not be eligible to bump a position within the ISD for which the state has not set certification standards for said position unless they are determined to be qualified for that position. Any senior person denied the right to bump under this language shall receive from the Superintendent or his agent the reasons for that denial in writing.

**E. Special Provisions:** Administrators shall not accrue seniority in the bargaining unit but shall be entitled to reinstatement of seniority held prior to becoming an administrator (or holding an administrative position) if the administrator is returned to active membership in the bargaining unit provided his/her employment in the district has been continuous.

If the district is considering pink slipping for an upcoming year, it hereby agrees to pink slip professional staff members at least sixty (60) days prior to the end of the fiscal year (June 30<sup>th</sup>) preceding the year in which personnel are to be reduced. Professional staff members notified during the current year that they are to be laid off the following Fall shall be eligible for and receive all fringe benefits including health care coverage for which they are entitled through August of that year.

**F. Unemployment During Summer:** Employees who receive unemployment compensation during summer months and who are subsequently recalled and suffer no loss in salary will reimburse the school district the amount of unemployment paid through payroll deduction or direct payment.

## ARTICLE 11

### PERSONAL AND ASSOCIATION LEAVE

**A. Personal Days:** At the beginning of every school year each professional staff member shall be credited with three (3) days, which are non-accumulative and not to be taken the first or last day of school. Personal leave for part-time employees will be pro-rated. Request for personal day shall be given at least twenty-four (24) hours in advance to allow for administration to obtain substitute staff, except in case of emergency. Unused personal days will accrue to the employee's sick leave bank.

**B. Jury Duty:** Any professional staff member called for jury duty during work hours for any reason or who is subpoenaed to testify during work hours on non-personal related issues in any judicial or administrative matter or who shall be asked to testify in any arbitration or fact-finding, shall be paid the difference between jury pay and his/her full salary for such time. Employees who appear in court for personal related issues must use personal leave or comp time.

**C. Leave Days:** Professional staff members wishing to take leave days may do so by:

1. Taking personal days;
2. Taking sick leave in catastrophic situations, or
3. Taking unpaid leave with administrative approval.

In option two (2) and three (3), the decision of the administration will be final

**D. Association Days:** At the beginning of each school year, the Association shall have available five (5) days for members to attend conferences or meetings. These days shall be used at the discretion of the Association President. Notice shall be given forty-eight (48) hours prior to Association leave.

## **ARTICLE 12**

### **LEAVES OF ABSENCE**

**A. Military Leave:** An unpaid military leave of absence shall be granted to any professional staff member who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States in accordance with state or federal law. Upon return from such leave, a professional staff member shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

**B. Sabbatical Leave:** The Board may grant, subject to verification, an unpaid sabbatical leave for educational purposes only to an employee. Application for a sabbatical leave shall be made in writing prior to the end of the school year preceding the sabbatical. This employee shall retain all accrued benefits such as sick leave days, seniority, and placement on the salary schedule upon returning to employment.

**C. Unpaid Leave of Absence:** An employee may request an unpaid leave of absence. Such request for a leave of absence may or may not be granted, subject to the discretion of the Board. This employee shall retain all accrued benefits such as sick leave days, seniority, and placement on the salary schedule upon returning to employment.

**D. Child Care Leave:** A child care leave of absence, without pay or fringe benefits, may be granted to bargaining unit members at their request for a period of up to one (1) year for the purpose of child care. A further extension of this leave may be granted at the discretion of the Board. Any bargaining unit member involved in the adoption process shall be entitled to the above leave provision for the length of time required by the adoption agency provided written verification has been provided by the adoption agency.

## ARTICLE 13

### TRAVEL AND MILEAGE

**A. Travel Provisions:** Due to the many special considerations that must be recognized within the framework of this Agreement, the Board and the Association have agreed on a “home base” designation for each professional staff member. “Home base” is defined as; the Intermediate School District office, the district an employee is assigned to full time, or the local district an employee is assigned to work in each day.

If an employee’s normal assignment is one district, mileage reimbursement will not be allowable except for school related travel between buildings in that district, or when required outside of that district.

Employees serving multiple districts and leaving from home, mileage may be claimed for travel between districts only, or between buildings within those districts.

Mileage reimbursement from home to the Intermediate School District office or from the office to home, when the school day begins or ends at the office, is not an allowable expense. Mileage will be determined by the most direct way between destinations. The Board will reimburse each professional staff member for travel at the current IRS rate.

**B. Conference Provisions:** Attendance at one (1) conference of the employee’s choice per year relating to the employee’s job or field of study shall be paid for by the Board, subject to immediate supervisor approval, to include the current IRS mileage rate or the cost of travel if by public conveyance, conference/registration fees, if any, receipted costs for lodging and the IRS per diem rate for meals with reimbursement based on actual receipted costs on a daily (not meal by meal) basis. The above rates are to include gratuities which are not to exceed 20% of the cost of the meal. Alcoholic beverages are not reimbursable expenses. Lodging will be arranged in advance by administration.

Attendance at and/or participation in such conferences/workshop shall be voluntary. However, if an employee does not voluntarily attend any conference for a number of years, the administration may

assign up to one (1) conference every two (2) years. In cases of specific hardship, alternate arrangements may be considered. Attendance at conference is subject to immediate supervisor approval.

## ARTICLE 14

### ILLNESS AND DISABILITY

**A. Sick Leave:** At the beginning of each school year, each professional staff member shall be credited with ten (10) days of leave, the unused portion of which shall accumulate from year to year to a maximum of one hundred fifty (150) days. Sick leave for part-time employees will be pro-rated. The Board shall furnish each professional staff member with a written statement at the beginning of each school year setting forth their total sick leave credit. Employees with sick days in excess of one hundred-fifty (150) at the end of the year will be compensated at the rate of fifty (\$50) dollars per day. The leave days may be taken by a professional staff member for the following reasons and subject to the following conditions:

**1. Personal Illness or Disability:** The professional staff member may use all or any portion of his leave to recover from his own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from shall be treated on the same terms and conditions involving commencement and duration of leave, accrual of seniority, reinstatement, continuance within the insurance program, etc.

**2. Family leave:** Days of leave may be used for accidents or illness in the employee's immediate family or for making arrangements for medical or nursing care for a member of his/her immediate family. Immediate family will consist of spouse, parent including step-parent, children including step-children or any other individual residing in the employee's household. The administration may approve the use of sick leave for illness or accidents for the employee's sibling(s) when no other practical alternatives are available.

**B. Death in Immediate Family:** The professional staff member may take a maximum of four (4) additional paid leave days per death as needed for bereavement, attendance at funerals and business needs as related to the death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father-and mother-in-law, grandparents, brother-in-law, sister-in-law, niece and nephew.

If additional funeral days are needed, personal leave days, if available, are to be used. If further days are



necessary, days may then be used from the employee's sick leave bank upon administrative approval.

**C. Leave of Absence:** A professional staff member who is unable to perform 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, at the Board's discretion, and the leave may be renewed each year upon written request by the professional staff member, again at the Board's discretion, however, without any Board provided insurance benefits after the first year.

The employer shall continue to provide, without cost to the employee, the following benefits; health, dental, vision and life at the same levels as active employees for the duration of said leave for the employee and other eligible dependents as defined by the health insurance provider. In the event the employee qualifies for LTD and the health insurance cost is waived for twenty-four (24) months, the employer shall not be liable for the cost of health insurance during the time the employee is on LTD.

**D. Injury on Job:** For absence due to injury or illness incurred in the course of the professional staff member's employment, the Board shall pay the difference between Michigan Worker's Compensation benefits and the salary of the professional staff member, provided the staff member has accumulated sick leave available for such payments. Daily sick leave shall be reduced at the same percentage rate as the percentage of the professional staff member's daily salary which is paid by the Board.

**E. Communicable Diseases:** In the event that a child with an ongoing or chronic communicable disease is allowed by policy or law to attend school, all employees potentially having contact with the student shall be notified in writing in advance of the child's placement and/or return to school. The Board shall provide in-service instruction/ training in hygienic practices and management to employees coming into contact with such students.

In the event an employee in contact with such a student contracts Acquired Immune Deficiency Syndrome (AIDS) or Hepatitis B and the illness is determined to have occurred in the course of the employee's employment, any resulting absences shall not be charged against the bargaining unit member's employment nor deducted from his/her sick days.

The Board agrees to indemnify bargaining unit members against any damages, fines, legal fees or other costs that may result as a consequence of following Board policy and/or Board in-service instruction regarding management of students with communicable diseases.

Any employee contracting a communicable disease shall have no fewer rights to continued employment with the employer than the rights afforded to a student to attend school. Employees shall

have the right to continue working as long as his/her personal physician certifies that he/she is able to continue.

## ARTICLE 15

### NO STRIKE PROVISION

For the duration of this Agreement, the Association will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature. Strike and work stoppages shall be deemed to include, but are not limited to, slow-downs, stoppages of any kind, sit-ins, "blue flu", and picketing or demonstrating of any kind at any time in reference to the Menominee County Intermediate School District wherever located.

The Association agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any strike as defined above against the Board by any member of the bargaining unit.

The Board shall have the right to discipline, including discharge, any member of the bargaining unit for taking part in any violation of this provision.

## ARTICLE 16

### EVALUATION

**Performance Evaluation:** The evaluation of the performance of each employee in the bargaining unit is the responsibility of the administration. The purpose of the evaluation is to assist the employee to improve his/her performance, to determine the extent to which an employee is performing his/her professional duties and work habits, to use as a basis for determining continued employment and, when necessary, to serve as a basis for discipline. Evaluations will be conducted by qualified personnel as designated by the Board of Education. The evaluation will consist of the evaluation form Appendix B Teacher Performance Assessment for classroom teachers or Appendix B Ancillary Staff Performance Review, and shall be the only evaluation form placed in the employee's personnel file.

For the purpose of this provision, the term "probationary employee" shall be defined within the parameters of the Teacher Tenure Act (TTA) to acquire non-probationary status. This definition would apply whether or not a teaching certificate was required for the position. For example, a school psychologist would be treated for the purpose of acquiring non-probationary status in the same manner and degree as a teacher

would be treated for the purpose of attaining tenure in the district. The intent of this language is to define the term “probationary” in a consistent manner applicable to all positions in the bargaining unit. Each probationary employee shall be evaluated at least once each school year of the probationary period by March 15. Each non-probationary employee shall be evaluated once every three (3) years based on at least one formal observation and shall be typically notified by September 30 in the year they are to be evaluated. If an employee will not be evaluated by their immediate supervisor they will be notified in advance who the evaluator will be.

**A. Observation:** Probationary employees will receive two observations of at least thirty minutes. The observations will be held at least sixty days apart unless it is mutually agreed that the observations will be held within a shorter interval. A non-probationary employee who has received a less than satisfactory performance evaluation will be observed as outlined above (using the same procedures as a probationary employee). All evaluation, monitoring and observations of an employee shall be conducted openly. The two required observations will not be held during the first or last two weeks of the school year, on the day before a school holiday or on days where special school events and/or holiday activities are scheduled. Other observations may be held at any time.

**B. Process:** To begin the evaluation cycle, the evaluator shall hold a pre-evaluation conference with the employee. The purpose of this conference is to review the employee’s objectives, to arrange an observation schedule and to provide a schedule for the evaluation cycle. The two required observations shall be scheduled with the employee in advance.

No later than twenty (20) calendar days after the final observation of the evaluation cycle of an employee, the evaluator shall prepare the written evaluation using the evaluation form that appears as Appendix B of this Agreement. The completed written evaluation form shall be presented to and reviewed with the employee in a conference called by the evaluator for that purpose. Each rating given by the evaluator on the evaluation form shall be supported by the evaluator’s observation and/or the evaluator’s documentation.

**C. Individual Development Plan (IDP):** Probationary employees will receive an IDP based on their initial year’s teaching performance. This will be done in May for teachers hired at the beginning of the school year and adjusted for teachers hired at other times. The employee will have input into the plan. Non-probationary employees whose performance was evaluated as needing improvement will also receive an IDP. For any areas that need improvement, the evaluator shall develop a plan of improvement which may include employee input that:

1. Identifies specifically the area(s) that need improvement
2. Provides the employee with specific, appropriate written recommendations for improvement that are stated in behavioral terms, measurable, and observable.
3. Develops a fair and workable timeline for such improvement. This timeline shall include follow-up visit(s) to evaluate the area(s) of concern.
4. Describes the administration support for improvement.

**D. Notice:** No later than the last school day in March, the probationary employee shall receive notice whether or not their work has been satisfactory. Any charge concerning the professional competence of a non-probationary employee arising out of the evaluation process shall be filed with the Board of Education by April 30.

## **ARTICLE 17**

### **UNRESTRAINED NEGOTIATIONS**

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 all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the Board and the Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically covered in this Agreement, even though such subject or matter may not have been with the knowledge of either or both of the parties at the time they negotiated or signed this Agreement.

The parties agree that changes in existing policy or creation of new policy which affects the hours, wages, or terms of employment shall be mutually agreed upon or, if the parties cannot agree within thirty (30) days of notification to the Association, shall be approved by a committee consisting of two (2) Association members, two (2) Board members, and the Superintendent.

Any policy adopted in this fashion shall be ratified by a majority of the Board.

## ARTICLE 18

### INSURANCE COVERAGE

**A.** The Board will provide one of the two plans listed below to employees. Less than full-time employees will receive pro-rated health insurance benefits or pro-rated cash in lieu of, and are eligible to purchase payroll deduction health-related options. Proration of insurance and cash in lieu of will be based on the percentage of a full contract year.

**B.** Beginning in July 2010, employees will contribute through employee payroll deduction \$24.08 per month from their salary toward the premium cost of MESSA Choices II with Saver Rx drug card utilizing the District's Section 125 plan.

**C.** Beginning July 1, 2011, the health benefit premium increase will be shared equally by the bargaining unit member and the Board. Employee contribution will be based on elected enrollment plan (i.e. single, two person, or full family) and deducted per pay period utilizing the District's Section 125 plan. This same cost sharing will apply to any members enrolled in Plan B. For the duration of this agreement, the Association may alter insurance coverage to reduce the members' and the Board's contribution.

**D.** The 50/50 sharing of yearly insurance premium increases will remain in effect until the expiration of this contract at which time any mandated Michigan law specifying employee insurance contribution will take effect. At no time will employee contributions to health care exceed the applicable minimums as mandated by Michigan law. In the event the mandated employee contributions are removed in subsequent years, the 50/50 sharing of all Board paid insurance increases will resume based on what each member is paying toward their insurance at the time.

**E.** Prior to July 1<sup>st</sup> of each year the Board will notify employees of the premium cost increase for each enrollment plan.

**MESSA PAK Plan A:**

Major Medical MESSA Choices II with Saver Rx drug card

Long Term Disability: 70% Benefit Percentage  
Maximum Monthly Income Benefit \$6,000  
Maximum Monthly Salary \$8,571  
60 Calendar Days Modified Fill Elimination Period  
COLA no  
Mental/Nervous: same as any other illness  
Alcohol/Drugs: same as any other illness  
5% Minimum Payout  
Pre-existing Limits Waived  
Family Social Security Offset  
No Survivor Income  
Freeze on Offsets  
No Educational Supplement  
2 Year Own Occupation

Life Insurance \$45,000  
Disability waiver will apply

A D & D \$45,000

Vision: VSP 3

Dental: 100/90/90: \$1,000 Annual Max  
90: \$1,500 Lifetime Max  
Two Cleanings Per Year  
Adult Orthodontics

**MESSA PAK PLAN B:**

Long Term Disability: Same as Plan A

Life Insurance \$50,000  
Disability waiver will apply

A D & D \$50,000

Dependent Life Insurance: \$2,000 Spouse/\$2,000 Child

Vision: VSP 3 Plus

Dental: 100/90/90: \$1,000 Annual Max  
90: \$1,500 Lifetime Max  
Two Cleanings Per Year  
Adult Orthodontics

\$100.00 a month to apply towards MESSA non-taxable variable options or to apply towards a tax deferred annuity.

D. It is understood that should a member find him/herself, for whatever reason, without health insurance, they have the right to enroll in Plan A.

E. Teachers terminated for whatever reason shall be provided with whatever insurance benefits that are mandated by the Federal Law entitled THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (PL99-272). Included as follows:

VERY IMPORTANT NOTICE OF CONTINUATION OF COVERAGE RIGHTS UNDER THE MENOMINEE COUNTY INTERMEDIATE SCHOOL DISTRICT MEDICAL, DENTAL, VISION, AND LIFE BENEFITS GROUP HEALTH PLAN.

On April 7, 1986, a new Federal law was enacted (P.L. 99-272, Title X), requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the new law. Both you and your spouse should take the time to read this notice carefully.

If you are an employee of the Menominee County Intermediate School District covered by medical, dental, vision, and life benefits plan you have a right to choose this continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part), or because your employer has filed for Chapter 11 reorganization.

If you are the spouse of an employee covered by the Plan, you have the right to choose continuation coverage for yourself if you lose group health coverage under the Plan for any of the following five reasons:

1. The death of your spouse;
2. A termination of your spouse's employment (for reasons other than gross misconduct or reduction in your spouse's hours of employment);
3. Divorce or legal separation from your spouse;
4. Your spouse becomes entitled to Medicare; or,
5. Your spouse's employer files for Chapter 11 reorganization.

In the case of a dependent child of an employee covered by the Plan, he or she has the right to continuation coverage if group health coverage under the Plan is lost for any of the following reasons:

1. The death of a parent;
2. The termination of a parent's employment (for reasons other than gross misconduct) or

reduction in a parent's hours of employment with the Employer;

3. Parent's divorce or legal separation;
4. A parent becomes entitled to Medicare;
5. The dependent ceases to be a "dependent child" under the Plan; or
6. The parent's employer files for Chapter 11 reorganization.

Under the new law, the employee or a family member has the responsibility to inform the Menominee County Intermediate School District of a divorce, legal separation, or a child losing dependent status under the Plan within sixty (60) days of the qualifying event. The Employer will be presumed to have knowledge of an employee's death, termination of employment, or reduction in hours, or Medicare eligibility.

When the Menominee County Intermediate School District is notified that one of these events has happened, the Menominee County Intermediate School District in turn must notify you that you have the right to choose continuation coverage.

Under the new law, you have at least sixty (60) days from the date you would lose coverage because of one of the events described above to inform the Menominee County Intermediate School District that you want continuation coverage.

If you do not choose continuation coverage, your group health insurance coverage will end.

If you choose continuation coverage, the Employer is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. The new law requires that you be afforded the opportunity to maintain continuation coverage for three years unless you lost group health coverage because of a termination of employment or reduction in hours. In that case, the required continuation coverage period is 18 months. If, during that 18 months another event takes place that also entitles you to coverage, coverage may be extended. In no case may the total amount of continued coverage be more than 36 months.

However, the new law also provides that your continuation coverage may be cut short for any of the following four reasons:

1. The Employer no longer provides group health coverage to any of its employees;
2. The premium for your continuation coverage is not paid in a timely fashion;



3. You become covered under any other group health plan as an employee or otherwise;

4. You become entitled to Medicare.

You do not have to show that you are insurable to choose continuation coverage. However, under the new law you may have to pay all or part of the premium for your continuation coverage; you will have a grace period of at least 30 days in which to pay the premium.

The new law also says that at the end of the 18 month or three year continuation coverage period, you must be allowed to enroll in an individual conversion health plan provided under the Plan.

This new law applies to the plan beginning on July 1, 1987. If you have any questions about the new law, please contact Menominee County Intermediate School District, 1201 – 41<sup>st</sup> Avenue, Menominee, Michigan.

Also, if you have changed marital status, or you or your spouse have changed addresses, please notify the Menominee County Intermediate School District at the above address.

## ARTICLE 19

### COMPENSATION

**A. Salaries:** The salaries covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such Salary Schedules shall remain in effect during the term of this Agreement. Classroom teachers who receive an evaluation of “Exceeds Goals” on the Teacher Performance Assessment (Appendix B) will receive additional compensation of \$250 “off schedule” of Appendix A based on job performance and accomplishments.

**B. Damage to Teacher’s Property:** If while in the line of duty, an employee, without negligence, suffers loss of, or damage to, the employee’s clothing or personal property, the Board will reimburse the replacement cost for such loss to the employee involved. The amount is not to exceed one hundred fifty dollars (\$150) per occurrence. When it can be reasonably determined that an employee’s car has been vandalized during approved work related times/events, the District will reimburse the costs of repair which are not covered by the employee’s insurance company.

**C. Terminal Sick Leave Payout:** Upon severance of employment with the Menominee County Intermediate School District, the District shall pay the employee fifty dollars (\$50) for each day of unused sick leave accumulated by the individual up to the maximum of 150 days. In case of death, the benefit

shall be paid in a lump sum to the survivor named by the bargaining unit member.

**D. Professional Fees:**

1. The Board will contribute an amount not to exceed one hundred fifty dollars (\$150) to help defray the membership fees of professional organizations/journals per employee per year. The employee will provide documentation of professional organization and membership and associated cost prior to payment. (Not Association dues or fees).
2. The Board will pay in full any required state licenses of an employee.
3. An employee of the District shall be reimbursed by the Board for any background check fees.

**ARTICLE 20**

**VACANCIES, PROMOTIONS, AND TRANSFERS**

**A. Vacancies:** A vacancy shall be defined as a position within the bargaining unit presently unfilled including newly created positions as well as currently filled positions anticipated to be open for a period of thirty (30) or more days. All vacancies shall be posted for at least ten (10) days on a bulletin board in the ISD office. During the school year, a copy of the posting will be placed in all employees' mailboxes and also sent electronically. Postings for vacancies during the summer will be mailed to all employees at their home address. Bargaining unit members shall apply in writing for such position(s). Said position shall be filled by the qualified/certified applicant with the greatest seniority.

The Board shall establish reasonable qualifications. Any senior person denied the vacancy shall receive from the Superintendent or his agent, the reason for that denial in writing.

When the district purchases services that are covered by Article 1, Recognition (including part-time positions) due to unavailability of acceptable applicant(s), the district will maintain current postings with appropriate colleges and universities and on its web site. The employer shall communicate to the EA President monthly in writing the current status of all open bargaining unit positions including the number of applicants, prospective candidates, and any interview dates.

In filling any vacancy in the district, including administrative positions, bargaining unit members with appropriate educational background shall be members of the interview team responsible for recommending hiring/filling that position. The Board's decision is final.

1. **SMI Summer Program:** The Board will offer the additional extended year work days to the classroom teacher(s) of the Mentally Impaired Program(s) and those individuals certified as

teachers of the mentally impaired who are members of the MCISDEA based on seniority, for a maximum of fifty (50) days or a minimum of ten (10) days, in blocks of five (5) consecutive days. There shall be a ten (10) day limit on response to filling the vacancy.

If individuals, who are certified, and are members of the MCISD Association, do not want the position, the Superintendent/Director of Special Education has the right to accept application from the public.

**2. Special Certification/Endorsement Requirements:** In the event the Board of Education needs to add a position/fill a vacancy for a position that requires a special endorsement on a teaching certificate, they may interview current "MCISD" staff, or others, that meet the qualifications of the job description, provided the State Department of Education will approve a temporary certificate/endorsement, which will allow the employee to work while obtaining said endorsement. The Board will pay a maximum amount of \$1500 towards obtaining said endorsement.

**B. Promotions:** Promotion shall mean placement within a supervisory or administrative position which directly supervises bargaining unit members. All openings in promotional positions shall be posted/mailed in the same manner as vacancies. Any bargaining unit member may apply in writing for the position and will be given full consideration for employment. The Board's decision is final.

**C. Transfers:** Transfer shall be defined as either a voluntary or involuntary change, in part or full, of an employee's job title within the bargaining unit. Transfers include, but are not limited to, a move to a position which utilizes different certification than the employee's present position, a move from an ancillary position to a classroom position, a move from a classroom position to an ancillary position. Transfers to vacancies shall be governed by the preceding language pertaining to vacancies. All other transfers shall be governed by this Section.

A request for a voluntary transfer may be made at any time in writing and shall specify the position being sought.

Mutual requests for transfer by employee's wishing to switch positions shall be granted. Subject to certification, requests for transfers shall be granted unless the granting of the request is inconsistent with the language pertaining to filling of vacancies or not in the best interest of the district or education. The administration will provide rationale in writing for any denials and will first inform Association leadership prior to informing the individual parties. Receipt of a request for transfer shall be acknowledged in writing by the employer within five (5) working days.

Involuntary transfers of bargaining unit members shall occur only in situations: (1) outside the employer's control, or (2) necessary for the appropriate operations of the District. Thirty (30) days prior to the decision to effectuate an involuntary transfer of a bargaining unit member, the District shall notify in writing the employee affected by the transfer and the Association President and set a date to meet and discuss the transfer and other possible alternatives. Each party may bring appropriate representatives to the meeting. In the case of extreme necessity, an involuntary transfer can be made prior and subject to the meeting, but such meeting shall be held as soon as practicable thereafter.

**D. Assignment of Duties:** In the event the Board finds it advisable to alter the duties within the job title, or the location of a bargaining unit member, that employee shall be notified, detailing what changes are proposed, whenever possible, at least fifteen (15) days prior to the change. When requested by the employee, notification of the changes will be made in writing. Changes outside of the employee's job title shall be governed by the language pertaining to Transfers. It is further agreed that the District, Association, and affected and/or potentially affected employees shall meet and discuss the need, implications, and change of duties or location.

The duties of a bargaining unit member or the responsibilities of any position in the bargaining unit shall not be altered or transferred to persons not covered by this Agreement if such alteration or transfer would result in a reduction in bargaining unit membership. It is understood that these provisions shall be consistent with, and not negate, any other terms of this Agreement.

**E. Extra Work:** In the event any extra work becomes available in the district, it shall first be offered to the most senior employee certified to fulfill the requirements of the work. Employees shall have the right to decline or voluntarily accept the extra work without such decline or acceptance being used for evaluative purposes in any way.

If an employee declines extra work it shall then be offered to the next most senior employee who is certified to fulfill the requirements of the work. If an employee's contract is to be extended beyond the normal negotiated work year for any reason then he/she shall be paid their pro-rated daily or hourly rate of pay based on his/her then current position on the salary schedule. In lieu of the pro rated daily or hourly rate of pay, the employee with mutual consent of administration, shall have the option to use comp time as described in Paragraph F. When requested to provide training on non-contract days, the employee will be compensated at their per diem rate.

**F. Comp Time:** Comp time is intended to be a mutual benefit for the bargaining unit member and the administration. Comp time is defined as work performed beyond the regularly scheduled work day.

Comp time may be earned when an employee is requested by the MCISD administration/ local school administration to work beyond scheduled work hours. An employee request to perform planned activities that will result in comp time requires prior administrative approval.

When requested by the Administration to attend a training held on non-contract days the employee will earn one comp day or \$100, at the discretion of administration, for each day of training. The employee's preference for time or pay will be considered. These comp days are in addition to the five maximum allowed during the school year described below. If a stipend is provided through grant funds that is greater than \$100, the employee will receive the full amount of the stipend. Use of the comp time is subject to administrative approval.

For the purpose of comp time, one full comp day will equal the employee's work day length. An employee has to be involved in an approved activity for a minimum of thirty (30) minutes in order to accrue comp time. Comp time earned will be equivalent to time worked. A maximum of five (5) days can be accumulated during a school year. With prior approval of the Menominee County Intermediate School District administration, additional comp time may be accumulated.

In order to maintain consistent delivery of programs and student services throughout the Menominee County Intermediate School District, utilization of comp time must be limited to three (3) consecutive days. Menominee County Intermediate School District administration reserves the right to request comp days be utilized when they least affect student services and are subject to administrative approval. Every effort will be made to utilize accumulated comp time days during the school year. Accumulated days not utilized prior to December 31<sup>st</sup> of the following school year will be lost.

Documentation of comp time will be reported by the employee to the Menominee County Intermediate School District office at the end of each month in which it was accumulated. A form will be developed by the Menominee County Intermediate School District administration in collaboration with the MCISDEA to be used for documentation. A request for and the approval of accumulated comp time leave shall be in writing.

**G. Flex Time:** Flex time may be used by professional staff members only if mutually agreeable to the member and administration. Flex time would occur in the event that it is necessary to provide services outside the regularly scheduled work day times. The length of the flex time work day shall not exceed the length of the regularly scheduled work day.

## **ARTICLE 21**

### **MENTOR TEACHER**

For the duration of this contract, a mentor teacher will be selected from within the bargaining unit on a voluntary basis. Mentors shall not be required to evaluate their charges. There will be no compensation for the mentor assignment but should the work load of such assignment expand, the Board and the Association will meet to address the problem.

## **ARTICLE 22**

### **REDUCTIONS IN PERSONNEL AND**

### **ANNEXATIONS AND CONSOLIDATIONS OF DISTRICTS**

**A.** In the event this District shall be combined with one or more districts or receiving agencies, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.

ARTICLE 23

DURATION OF AGREEMENT

A. Duration: This Agreement shall be effective as of July 1, 2010, and shall continue in effect until the 31<sup>st</sup> day of August 2013. The entire agreement or specific provisions of the agreement may be rejected, modified or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.

B. Copies of Agreement: Copies of this Agreement entitled "Contractual Agreement between the Menominee County Intermediate School District and the Menominee County Intermediate School District Education Association, MEA-affiliates of NEA" shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all professional staff members now employed, hereafter employed or considered for employment by the Board.

All school district personnel policies or changes in said policies shall be distributed to all professional staff members within thirty (30) days of the Commencement of this contract or upon employment. An additional 10 copies of this Agreement will be given to the President of the Association at the same time that distribution is made to regular professional staff members.

EDUCATION ASSOCIATION

By: Claire MacLuthur  
By: Mike Somers  
By: Arthur W. Edgerly

BOARD OF EDUCATION

By: Edward J. Palmer  
By: Larry Bodine

## Appendix A

### MENOMINEE COUNTY INTERMEDIATE SCHOOL DISTRICT 2010-2011 SALARY SCHEDULE

<b>2.00%</b>
--------------

*Increase*

STEPS		BA 1.00	BA+15 1.04	MA/BA+30 1.08	MA+15 1.12	MA+30 1.135
0	1.00	33,405	34,741	36,077	37,414	37,915
1	1.03	34,407	35,783	37,160	38,536	39,052
2	1.06	35,409	36,825	38,242	39,658	40,189
3	1.10	36,746	38,216	39,686	41,156	41,707
4	1.14	38,082	39,605	41,129	42,652	43,223
5	1.18	39,418	40,995	42,571	44,148	44,739
6	1.22	40,754	42,384	44,014	45,644	46,256
7	1.27	42,424	44,121	45,818	47,515	48,151
8	1.32	44,095	45,859	47,623	49,386	50,048
9	1.39	46,433	48,290	50,148	52,005	52,701
10	1.45	48,437	50,374	52,312	54,249	54,976
11	1.51	50,442	52,460	54,477	56,495	57,252
12	1.58	52,780	54,891	57,002	59,114	59,905
13	1.05	55,419	57,636	59,853	62,069	62,901
14	1.06	55,947	58,185	60,423	62,661	63,500
15	1.07	56,475	58,734	60,993	63,252	64,099
16	1.08	57,002	59,282	61,562	63,842	64,697
17	1.09	57,530	59,831	62,132	64,434	65,297
18	1.10	58,058	60,380	62,703	65,025	65,896
19	1.14	60,169	62,576	64,983	67,389	68,292



## Appendix A

### MENOMINEE COUNTY INTERMEDIATE SCHOOL DISTRICT 2011-2012 SALARY SCHEDULE

<b>1.50%</b>
--------------

*Increase*

STEPS		BA 1.00	BA+15 1.04	MA/BA+30 1.08	MA+15 1.12	MA+30 1.135
0	1.00	33,906	35,262	36,619	37,975	38,483
1	1.03	34,923	36,320	37,717	39,114	39,638
2	1.06	35,940	37,378	38,815	40,253	40,792
3	1.10	37,297	38,789	40,281	41,773	42,332
4	1.14	38,653	40,199	41,745	43,291	43,871
5	1.18	40,009	41,609	43,210	44,810	45,410
6	1.22	41,365	43,020	44,674	46,329	46,949
7	1.27	43,061	44,783	46,506	48,228	48,874
8	1.32	44,756	46,546	48,336	50,127	50,798
9	1.39	47,129	49,014	50,899	52,784	53,491
10	1.45	49,164	51,131	53,097	55,064	55,801
11	1.51	51,198	53,246	55,294	57,342	58,110
12	1.58	53,572	55,715	57,858	60,001	60,804
13	1.05	56,251	58,501	60,751	63,001	63,845
14	1.06	56,786	59,057	61,329	63,600	64,452
15	1.07	57,322	59,615	61,908	64,201	65,060
16	1.08	57,858	60,172	62,487	64,801	65,669
17	1.09	58,393	60,729	63,064	65,400	66,276
18	1.10	58,929	61,286	63,643	66,000	66,884
19	1.14	61,072	63,515	65,958	68,401	69,317

## Appendix A

### MENOMINEE COUNTY INTERMEDIATE SCHOOL DISTRICT 2012-2013 SALARY SCHEDULE

<b>1.00%</b>
--------------

*Increase*

STEPS		BA 1.00	BA+15 1.04	MA/BA+30 1.08	MA+15 1.12	MA+30 1.135
0	1.00	34,245	35,615	36,985	38,355	38,868
1	1.03	35,272	36,683	38,094	39,505	40,034
2	1.06	36,300	37,752	39,204	40,656	41,201
3	1.10	37,670	39,177	40,684	42,190	42,755
4	1.14	39,039	40,601	42,162	43,724	44,309
5	1.18	40,409	42,025	43,642	45,258	45,864
6	1.22	41,779	43,450	45,121	46,792	47,419
7	1.27	43,491	45,231	46,970	48,710	49,362
8	1.32	45,204	47,012	48,820	50,628	51,307
9	1.39	47,601	49,505	51,409	53,313	54,027
10	1.45	49,655	51,641	53,627	55,614	56,358
11	1.51	51,710	53,778	55,847	57,915	58,691
12	1.58	54,107	56,271	58,436	60,600	61,411
13	1.05	56,812	59,084	61,357	63,629	64,482
14	1.06	57,353	59,647	61,941	64,235	65,096
15	1.07	57,894	60,210	62,526	64,841	65,710
16	1.08	58,436	60,773	63,111	65,448	66,325
17	1.09	58,977	61,336	63,695	66,054	66,939
18	1.10	59,518	61,899	64,279	66,660	67,553
19	1.14	61,682	64,149	66,617	69,084	70,009

**Appendix B**  
**Menominee County Intermediate School District**  
**Classroom Teacher Performance Assessment**

<b>Teacher</b>	
<b>Building</b>	
<b>Assignment(s)</b>	
<b>Administrator(s)</b>	
<b>Date of Evaluation</b>	
<b>Evaluation Total</b>	/
<b>Signature of Administrator</b>	
<b>Signature of Teacher</b>	

## ***Student Growth (50%)***

1. What specific *student performance (growth) goals* are identified for the teacher?

The goals must be:

- Obtainable
- Measurable
- Valid (Objective based)
- Linked to the current to School Improvement Plan

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2. What specific *strategies* for goal attainment are to be utilized?

Planning Tools

3. What *measurement tools* will be used to determine successful goal attainment? (varied and agreed on by the teacher and the administrator)

- Performance
- Rubric
- Projects
- MME / MEAP
- Work Keys
- Normative Based
- Formative

- Local Common Assessment
- Plan, Explore and ACT
- Pre / Post
- Chapter / Book Assessments
- or other as agreed on

4. What specific *evidence* exists to confirm the successful attainment of the listed goals?

<b><i>Not Progressing Towards Goals</i></b>	<b><i>Progressing Toward Goals</i></b>	<b><i>Meets Goals</i></b>	<b><i>Exceeds Goals</i></b>
Goals not met.	Some goals met.	Most goals met with no regression.	All goals were met.

## *Instruction (30%)*

	<b><i>Not Progressing Towards Goals</i></b>	<b><i>Progressing Towards goals</i></b>	<b><i>Meets Goals</i></b>	<b><i>Exceeds Goals</i></b>
<b>Knowledge of content and curriculum</b>	Concepts not conveyed and Grade Level Content Expectations not evident, or limited knowledge of concepts.	Awareness of concepts and content expectations with limited inclusion.	Application of the appropriate Michigan Frameworks and Michigan Grade Level Content Expectations in lesson design and delivery; and ability to discuss application and underlying subject concepts.	Teacher researches concepts and applies in the classroom to enhance grade level expectations.
<b>Instructional Planning – Lesson Plans; Pacing your lessons;</b>	Poor organization. Activities are poorly placed or chosen.		Documentation to show how the daily instructional lesson fits in with the overall course pacing guide.	
<b>Knowledge and use of assessment data for instructional decisions</b>			Valid and reliable assessments are used. Assessments are consistent with goals and objectives and expectations. Appropriate and effective feedback is used.	
<b>Effective and appropriate use of technology when used for instruction</b>	Teacher's use of technology interferes with the instructional process.		Technology is used to substitute existing instructional practices.	Technology is used to enhance a lesson.
<b>Differentiation</b>			Teacher uses multiple interventions for instruction.	Teacher uses higher level questions and questioning techniques.

<p><b>Lesson Design &amp; Delivery</b></p>				<p>Teacher extends the lessons beyond the expectations for enrichment and cross-curricular expectations.</p>
	<p>Teacher uses a variety of instructional techniques and/or educational materials to meet student needs. Use of supplemental instructional materials and techniques to enhance instruction.</p>			

## *Classroom Management / Environment (10%)*

	<b><i>Not Progressing Toward Goals</i></b>	<b><i>Progressing Toward Goals</i></b>	<b><i>Meets Goals</i></b>	<b><i>Exceeds Goals</i></b>
<b>Record Keeping 1/3</b>	Grade book, attendance, assignments & documented observations are often incomplete and/or have errors.	Grade book, attendance, assignments & documented observations are kept but teacher requires frequent prompting for compliance or error correction.	Grade book, attendance, assignments & documented observations are kept, but teacher may need occasional prompting for compliance.	Grade book, attendance, assignments & any documented observations are always kept, organized and timely.
<b>Classroom Organization/ Safety 1/3</b>	Classroom is not organized in a manner that is conducive to learning and at times may contribute to unsafe conditions.	Teacher occasionally requires prompting to organize the room in a safe and orderly manner.	Classroom is usually organized and set up in a manner conducive to learning with attention to safety.	Classroom is always organized and set up to maximize learning and minimize safety concerns.
<b>Classroom Rules/ Procedures/ Routine 1/3</b>	Classroom rules, consequences, procedures, and routines are not evident or posted for student availability and compliance.	Classroom rules, consequences, procedures, and routines are inconsistently administered.	Classroom rules, consequences, procedures, and routines are consistent, fair and administered with respect.	Classroom rules, consequences, procedures, and routines are posted, communicated for understanding, and when necessary, students are addressed with respect.



## Professionalism (10%)

	<b>Not Progressing Towards Goals</b>	<b>Progressing Towards Goals</b>	<b>Meets Goals</b>	<b>Exceeds Goals</b>
<b>Timeliness (Punctuality)</b> 1/4	Often is late.	Sometimes late and/or leaves early.	Meets contractual obligations. Displays punctuality on a daily basis.	Regular early arrival and/or late departure.
<b>Communication and involvement with colleagues and parents</b> 1/4	Does not attend meetings.	Frequently misses meetings. Provides at least a yearly parent communication.	Meets contractual obligations. Regularly attends staff meetings Provides a quarterly parent communication.	Attends all meetings and participates in other school related activities.
<b>Building Participation</b> 1/4	Does not attend meetings.	Frequently misses meetings.	Meets contractual obligations. Willingly participates in one school-wide/building committee.	Involved in more than one committee.
<b>Professional Development</b> 1/4	Does not attend PD activities.	Is present at PD activities, but does not actively participate.	Is engaged in PD activities and actively participates.	Is engaged in PD activities, actively participates, and routinely applies what has been learned through application in the classroom.

<b>Rubric</b>	<b>Weight</b>	<b>Scores</b>
<b>1. Student Growth</b>	<b>50 %</b>	
<b>2. Instruction</b>	<b>30 %</b>	
<b>3. Classroom Management / Environment</b>	<b>10 %</b>	
<b>4. Professionalism</b>	<b>10%</b>	
<b>Total</b>	<b>100 %</b>	

## Appendix B

### Ancillary Staff Performance Review

Name: \_\_\_\_\_

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

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

Evaluator: \_\_\_\_\_

**M** Meets    **E** Exceeds    **NI** Needs to Improve    **N/A** Not Applicable

#### **Professional**

**M**      **E**      **NI**      **N/A**

Maintains knowledge of and follows MI Special Education rules and regulations				
Follows MCISD Special Education procedures				
Maintains student and family confidentiality				
Keeps abreast of current research and furthers professional knowledge through educational journals, workshops, and conferences				
Performs duties as related to job description				

#### **Assessment / Diagnostic Services**

**M**      **E**      **N**      **N/A**

Functions as a member of the Multidisciplinary Evaluation Team (MET) in assessing the specific needs of students referred				
Performs duties of the MET Coordinator when assigned				
Conducts evaluations in accordance with professional standards				
Completes all evaluations and reports in a timely manner consistent with the ISD Plan				
Prepares professional appearing reports written so that educators and parents understand them				
Upon invitation, attends and is prepared for IEPT meetings				

Communicates findings to school personnel, parents, and when appropriate, the student, in appropriate, clear terms				
Provides individualized recommendations for interventions which would be of assistance to school personnel and parents				
Helps ensure parents' understanding of decisions, procedures, and other questions of concern affecting their child in the IEPT process				

**Direct Services**

**M      E      NI      N/A**

Develops goals and objectives appropriate to each student				
Carries out requirements of the student's IEP				
Selects appropriate instructional materials/treatment plan for group or individual contacts				
Maintains adequate records for each student served according to Special Education regulations				
Communicates educationally relevant student information to classroom teachers as needed				

**Consultation Services**

**M      E      NI      N/A**

Provides consultation to LEA staff and/or administrators concerning special education students				
Provides appropriate information and resource materials for instructional and/or behavioral purposes to the individual seeking assistance				
Upon request, provides consultation to parents				
Acts as a contact or liaison with outside agencies in cases of mutual concern				
Upon request, participates in the Student Study process				
Develops and implements in-service training programs in areas of interest and expertise for educational personnel and/or parents				

Overall ranking of performance:

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Comments:

Review of Previous Professional Development Goals:

New Professional Development Goals and Action Plan:

# Appendix C

## MCISD EMPLOYEE CALENDAR/CITY ONLY

EMPLOYEE: \_\_\_\_\_ POSITION: \_\_\_\_\_

DISTRICTS SERVED: \_\_\_\_\_

Week Of	Work Days	List dates OFF if less than a full week	Current Contractual Yearly Hours 1189.5
			Total Number of Work Days _____
			Day Length (Divide total yearly hours by number of work days) _____. Convert to hours/min. _____ hours, _____ minutes
			Day Length + Duty Free Lunch (add 30 minutes to line above) _____ hours, _____ minutes
			Daily Work Hours _____ to _____
			School District to follow for school closings: _____
			Date approved by Supervisor _____
			Supervisor Signature _____
			Employee Signature _____
<b>TOTAL DAYS</b>			

## Appendix C

### MCISD EMPLOYEE CALENDAR- COUNTY/MULTI-DISTRICT

EMPLOYEE: \_\_\_\_\_ POSITION: \_\_\_\_\_

DISTRICTS SERVED: \_\_\_\_\_

Week Of	Work Days	List dates OFF if less than a full week	Current Contractual Yearly Hours 1189.5
			Total Number of Work Days _____
			Day Length (Divide total yearly hours by number of work days) _____. Convert to hours/min. _____ hours, _____ minutes
			Day Length + Duty Free Lunch (add 30 minutes to line above) _____ hours, _____ minutes
			Daily Work Hours _____ to _____
			School District to follow for school closings:  _____
			Date approved by Supervisor  _____
			Supervisor Signature  _____
			Employee Signature  _____
<b>TOTAL DAYS</b>			

## Appendix D

### LETTER OF AGREEMENT

This letter of agreement is between the Menominee County Intermediate School District, hereinafter referred to as the "District" and the Menominee County Intermediate School District Education Association, hereinafter referred to as the "Association". This letter's purpose is to acknowledge the agreement between the District and the Association on the following issues discussed during negotiations.

1. It is agreed that this letter is attached to the Master Agreement as an addendum.
2. The parties agree that Education Associations' withdrawal of its 2007-2008 proposal modifying the Recognition Clause Article I
  - a. Does not waive its right to challenge the Transition Coordinator/Early-on Coordinator position when they become vacant.

This agreement shall remain in full force and effect for the duration of 2010-2013 Contract.

For MCISDEA:

Clair MacLethen 6/29/11

Date

For MCISD:

Larry Gadi 6/29/2011

Date