

MASTER AGREEMENT

between the

ST. JOSEPH COUNTY ISD
BOARD OF EDUCATION

and the

ST. JOSEPH COUNTY INTERMEDIATE EDUCATION ASSOCIATION
(IEA)

September 1, 2009 through August 31, 2012

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MASTER AGREEMENT

This agreement is made and entered into this 25th day of January 2010 by and between the Board of Education of the St. Joseph County ISD (hereinafter referred to as the "Board") and the St. Joseph County Intermediate Education Association (hereinafter referred to as the "Association").

ARTICLE I
PURPOSE AND INTENT

The Board and the Association recognize that their joint objective is to provide a quality education and educational services to the students of the St. Joseph County ISD, and that the quality of education provided depends upon the dedication, preparation, effectiveness, and efficiency of the professional staff working with the Administration in maintaining a desirable educational atmosphere.

The Board and Association understand the importance of good communication and agree to make every effort to communicate on a regular basis in the best interest of the children. An example would be our monthly meetings during the school year between key Administrators and the Association President and designee(s).

Being engaged in a mutual endeavor in the public interest and trust, the Board and the Association encourage fair and harmonious relations between their respective representatives at all levels.

Pursuant to the requirements of Act 379 of the Michigan Public Acts of 1965, the Board and Association herein set forth their Agreement with respect to rates of pay, wages, hours, and other terms and conditions of employment of all individuals included in the Bargaining Unit as defined in Article II, insofar as such matters are not controlled by applicable Michigan Laws. Such laws superseding anything which may be contained herein the agreement.

It is the intent of the Association to work collaboratively with the Board in this time of educational change and restructuring. We recognize the need to find innovative and creative methods of providing quality services, to the students and constituents of the district necessary to maintain the mandated continuum of services.

ARTICLE II
RECOGNITION

The Board hereby recognizes the St. Joseph County Intermediate Education Association as the exclusive bargaining representative, as defined in Section II of Act 379 of the Michigan Public Acts of 1965, for all full-time and regularly employed part-time (half-time or more) state-approved special education certificated personnel such as; social workers, psychologists, speech therapists, occupational therapists, and physical therapists, and other professional staff servicing special education employed by the St. Joseph County ISD under annual contract. This excludes all supervisory (including directors, managers, coordinators, or supervisors), and administrative, clerical, custodial, maintenance personnel, assistant teachers, contracted services staff, staff employed to serve more than one (1) agency, staff employed under a contract of temporary employment for ninety (90) workdays or less (substitutes), nurses, summer employees not otherwise in the bargaining unit, consultant for the gifted, career education consultant, computer specialists, co-op teacher, any staff employed in general education, and all other employees.

- A. The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit defined above. Probationary employees will be as defined in the Michigan Teacher Tenure Act or any other employees with less than five (5) years of experience in their certified field. New employees to the district with more than five (5) years experience will serve a two (2) year probationary period.
- B. The term "Board" should include its members and agents. The Board agrees not to negotiate with any organization other than that designated above as the bargaining representative of the employees covered hereby.
- C. The term "Administration" shall mean Superintendent and/or her/his designee.

ARTICLE III
BOARD RIGHTS AND RESPONSIBILITIES

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, and authority and the exercise thereof conferred upon and vested in it by the laws and the Constitutions of the State of Michigan, and of the United States. Such rights and responsibilities shall include, by the way of illustration:

- A. Administer and control the district's facilities and equipment, and direct the operations of the district.
- B. Make assignments, direct the work of all its personnel, and determine the hour of service and starting time.
- C. Establish or modify any conditions of employment except those covered by provisions of this Master Agreement.
- D. Determine and provide the services, equipment, and supplies necessary to continue its operation. The Board reserves the right to sub-contract certain services of the district. Any sub-contracting of services will not be done to replace the position of any currently employed staff member or any staff member on layoff. In order to facilitate communication and collaboration, while understanding that the ISD cannot exercise control over schools that are not parties to the Master Agreement, the Board will still endeavor to inform staff and solicit input from staff prior to implementing room changes or assignment changes.
- E. Adopt rules and regulations.
- F. Determine and specify the qualifications of employees.
- G. Determine the number and location or relocation of its facilities.
- H. Determine the financial policies including all accounting procedures.
- I. Determine policies pertaining to public relations.
- J. Determine the administrative structure, its functions, authority, and the level of supervision.
- K. Determine the criteria for the selection, evaluation, and/or training of employees.

ARTICLE IV
ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1: Statutory Rights. The Association, on its own and on its individual member's behalf, retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and Constitutions of the United States and the State of Michigan.

Section 2: Building Use. The Board agrees that employees in the bargaining unit may use appropriate meeting room facilities and utilities with approval of the Administration for the purpose of holding meetings of the Association or conducting Association business. In the absence of a maintenance person the Association is responsible for making sure that the building is left locked, reasonably clean, and in its original condition except for normal use.

Section 3: Information. The Board agrees to furnish to the Association, upon response to request, public information available to the Board in the form in which it is kept, concerning the financial resources of the District. The Association and its agents shall provide the administration with information necessary for the processing of grievances or negotiations. It will also permit the use of district mail service (not to include the postage meter), teacher mail boxes, electronic mail and designated bulletin boards, for the purpose of giving notice of Association business affecting employees of this District.

Section 4: Recognition at Board Meetings. The Board agrees that an Association member will be recognized at regular board meetings, subject to prior notice being given to the Superintendent a minimum of 24 hours prior to the Board meeting.

Section 5: Association Business Enforcement. The Association, having been recognized as the exclusive bargaining agent for the employees, agrees that it will cooperate with the Board and Administration in seeing that the conditions of this Agreement are adhered to by the members of the Association covered by this Agreement.

Section 6: Association Business. The Board agrees that it may be necessary for officers or agents of the Association, particularly during negotiations, to request occasional and brief time during usual working hours to conduct Association business relative to representation of employees covered by this Agreement. The Board agrees that reasonable requests for such released time will be honored by the Administration with or without pay, as agreed. It is

recommended that the Association request such leave with adequate lead time as required to cover case loads and classroom responsibilities.

Section 7: Association Meetings. Time for Association meetings will be allowed at least one time per month, with no other assignments made, at the end of the workday. The specific days will be determined at the beginning of each school year.

ARTICLE V
GRIEVANCE PROCEDURE

Section 1: Definition of a Grievance. A claim by a bargaining unit member or the Association that there has been a violation of this contract may be processed as a grievance as hereinafter provided. Grievance procedure shall not apply to: (1) dismissal of any probationary employee, (2) content of member evaluation, (3) assignment of staff, (4) any provisions of the Agreement which contain an express exclusion from this procedure, (5) Any matter subject to the jurisdiction of the State Tenure Commission or other State or Federal administrative agency.

Members Right to Representation. An Association member shall be entitled to have present, an Association Representative at any and all meetings with the Board or its designee(s) concerning a grievance.

Hearing Levels:

- A. **Informal Level** – In the event that a unit member or the Association believes a grievable incident has occurred, the member or the Association shall request a meeting with the supervisor involved within thirty (30) calendar days of the occurrence of such grievance incident. If the grievant is dissatisfied with the result of the meeting with the supervisor the claim may be formalized in writing as provided in Level 1 (See Attachment A).
- B. **Formal Level 1** – If the claim to a violation of this contract is not resolved at the informal level, a formalized grievance may be submitted, in writing, within five (5) working days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Supervisor. Within five (5) working days of the receipt of the grievance, a written decision shall be forwarded to the grievant(s) and the Association President.

The written grievance shall include:

1. Signature of the grievant and date of grievance.
2. Date of alleged violation.
3. Specific facts upon which grievance is based.
4. Cite the Article and Section of Contract pertaining to alleged violation.
5. Specific relief requested.

- C. **Formal Level 2** – If the grievance has not been settled at Level 1 and the grievant wishes to appeal, such a request shall be made to the Superintendent in writing within five (5) working days after receipt of the written decision at Level 1. Within ten (10) working days, the Superintendent shall give a written response to the Grievant.
- D. **Formal Level 3** – If the Grievant wishes to appeal to the Board, such request shall be made to the Superintendent in writing within ten (10) working days. The Board of Education or its designee(s) shall review the grievance at its next regularly scheduled Board meeting. A Closed Session may be requested by the employee for an employee disciplinary grievance (A public meeting is required except for employee discipline, if requested). A written decision shall be given by the Board or its designee within ten (10) working days after the date of the review meeting. If, within ten (10) days of the Board decision, the grievance is not satisfactorily resolved, the parties may request the services of a state mediator. The use of a mediator must be mutually agreed to by the Association and Board. If the grievance is not settled through the utilization of a state mediator, or if the Association or the Board do not agree to use a mediator, the grievance can be advanced to Formal Level 4 within ten (10) working days.
- E. **Formal Level 4** – Either the Board of Education or the Association has the right to submit a grievance to arbitration if the resolution is not reached at Level 3. Only the Association may arbitrate. The following procedures shall be followed:
1. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules and which shall likewise govern the arbitration proceedings.
 2. At the request of either or both parties, the grievance shall be submitted to final and binding arbitration, subject to the right of either party to contest arbitability.
 3. Evidence, not previously disclosed, shall not be permitted.
 4. Each party shall share equally any expense associated with arbitration of this grievance.

5. Powers of the Arbitrator:
 - a. Shall not alter nor modify the terms of this Agreement.
 - b. Shall not render a decision nor rule on any provision expressly excluded from the grievance procedure.
 - c. May award back pay, if appropriate, up to but not more than fifty (50) working days from the occurrence of the grievance.
- F. Working days are defined as days when the administrative office is open.
- G. Timelines at each grievance level may be extended by mutual agreement of both the Board and the Association. The failure of the grievance to be processed by the Board according to the timelines above shall result in the grievance moving to the next level in the grievance procedure. The failure of the grievance to be processed by the Association or grievant according to the timelines above shall result in dismissal of the grievance.

ARTICLE VI
INDIVIDUAL EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1: Professional Conduct. The Board and the Association recognize a mutual responsibility for promoting professional conduct that encourages quality in the educational process and reflects favorably upon the teaching profession. Breaches of professional conduct are subject to disciplinary procedure. Such breaches include but are not limited to: abuses of sick leave and other leaves, tardiness, willful deficiencies in professional performance, violation of Board policies, regulations and administrative directions not inconsistent with the terms of this agreement, and violations of the terms of this agreement.

The employee and/or Association shall use as criteria of professional behavior the Code of Ethics of the Education Profession (as adopted by the NEA Representative Assembly). Since abuses of these codes reflect adversely upon the entire profession, any breach of the self-discipline implied in the Code is to be reported in writing to both the offending employee and to the Association. (See Attachment B)

Section 2: Communication among Administration and Employees. Nothing contained herein shall prevent verbal communication between supervisors and employees without the presence of an Association representative. Such contacts including commendation, praise, questioning, suggesting, directing, reminding, and correcting shall be termed casual and will not include the presence of an Association member.

Section 3: Discipline.

- A. Member's Right to Know. Alleged breaches of professional conduct shall be reported to the Association members(s) involved within ten working days of the supervisor's discovery of the incident or situation. Any charge against an employee shall be specific. The supervisor shall indicate the area(s) of deficiency.
- B. Member's Right to Representation.
 1. Before any meeting is called from which disciplinary action may result the Association member shall be notified and shall be entitled to have present an Association Representative.
 2. Should an Association member feel for any reason that a supervisor or

administrator is considering a disciplinary action, she or he shall be entitled to have present an Association Representative appointed by the Association president or her/his designee.

C. Record Keeping.

1. If it becomes necessary to place a letter in the Superintendent's file or in the employee's file as a result of a complaint and the ensuing investigation, the employee shall be informed of her/his right to attach to the letter any written statement she/he wishes to be included in the record.
2. An employee has the right to review her/his personnel file in the presence of the Administration and an Association representative if so requested by the employee. Information shall not be placed in the employee's file without her/his knowledge.
3. The Administration agrees to notify the member in writing when the district receives a request for all or part of the member's personnel file under the Freedom of Information Act (FOIA). The employee shall be provided at least three (3) working days notice prior to disclosure of the personnel file. A reasonable effort will be made to provide the member an opportunity to review the contents before the release of the file and the member may request Association representation at this review. Information released will comply with the Freedom of Information Act (FOIA) and the Bullard-Plawecki Right to Know Act.

D. Procedures. Disciplinary procedures may proceed from the informal to more formal levels with the intent of rectifying problems expeditiously so that children can be best served.

1. Informal Meetings – Discipline generally results from a member's ongoing failure to comply with job requirements and/or performance expectations despite redirection and warnings from a supervisor. Informal meetings between the supervisor and member are intended to resolve issues so that Formal Meetings are not necessary. At these informal meetings, the supervisor shares with the

employee the basis for her/his concern and may share her/his own documentation of the member's conduct as well as documented references to feedback from others. Any documentation of this meeting will only be maintained by the supervisor unless she/he goes to Step 2 (Formal Meeting).

2. Formal Meeting – A formal meeting is one which is documented in writing and placed in a file in the superintendent's office. This documentation will be destroyed at the end of the 18 months if no further action has been taken, or sooner if the supervisor and member mutually agree that the situation has been satisfactorily resolved.
3. Written Reprimand Accompanied by a Plan of Assistance (POA) – This is a meeting at which a written reprimand, accompanied by a Plan of Assistance (POA), is shared with an employee (See Attachment C). A written letter of reprimand is always accompanied by a Plan of Assistance. These documents will not be placed into an employee's file without being signed by the Administrator and the employee, and a copy provided to the employee. The employee's signature only indicates awareness of the reprimand. The employee has the right to attach a letter of rebuttal. Refusal to sign the written reprimand and POA as requested may be interpreted as insubordination.

The POA, while representing significant concern for the member's conduct, is also intended to assist the member to rectify the situation. The supervisor will write the POA for a specified period of time during which the member's conduct will be documented and, at the end of which, reviewed. The supervisor will then either renew the POA with any appropriate changes or recommend Step 4 (Suspension with pay). As long as the supervisor feels that the member is progressing adequately toward her/his goal(s) for improvement, the POA may be periodically renewed.

Once the member accomplishes the goals set by the POA, the written reprimand and the POA will be returned to Step 2 status (placed in the Superintendent's file to be destroyed at the end of 18 months if no further action

has been taken or sooner if the supervisor and member mutually agree that the situation has been satisfactorily resolved).

4. Suspension with pay.
5. Proceedings to begin possible dismissal.

E. Extreme Cases. In extreme cases, where the employee's continued presence in the school environment may create a risk to the student, staff, or facilities, the supervisor may go to an advanced step. If that occurs, the supervisor must define her/his reasons in writing at the time she/he initiates the advanced step. The Association agrees that it shall cooperate with the Administration in safeguarding students, staff and facilities.

ARTICLE VII
CONTRACTS, PAYROLL, AND PAYROLL DEDUCTIONS

Section 1: Contracts. All professional employees covered by this Master Agreement shall be hired by written contract which shall be subject to the terms and conditions of this Master Agreement. Staff employed less than full-time but at least half-time shall be subject to the same terms and conditions of this Master Agreement unless noted otherwise in other articles of this Master Agreement.

The following provisions shall apply to individual contracts:

- A. The individual contract will bind the employee and the Board only to the period of time defined in the individual contract.
- B. An individual contract will indicate the column and step on the salary schedule, the total salary and length of the contract, and the first day of pay.
- C. An employee who works immediately preceding or following the regular school year, continuously in the same position, and not as part of the summer school program shall receive additional pay pro-rated by the current school year daily rate. This rate is determined by the salary schedule in Article XI, for each day worked. Portions of days will be prorated. Staff members in mandated summer school programs are paid at their current school year daily rate. This provision shall not apply to summer school programs or to any individual employed during these times who is not otherwise part of the bargaining unit or to employees of non-mandated summer programs.
- D. If staff assignments and job descriptions are substantially the same, staff with the same positions will be offered the same minimum length of annual contract.

Section 2: Payroll. An employee shall, in writing, prior to the first payroll period of the school year, indicate whether she/he wishes to have her/his contract amount paid in 21 or 26 pays. Payroll will be by direct deposit as per employee declaration of depository.

Section 3: Membership Dues. Any staff member who is not a member of the Association or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association in the amount certified by the Local, but not more than the dues uniformly required to be paid by

members of the St. Joseph County Intermediate Education Association, (including Local, Association, State, and National dues) provided however, that the staff member may authorize payroll deduction for such fee in the same manner as provided elsewhere in this article. In the event that a staff member shall not pay such Service Fee directly to the Association or authorize payroll deduction as referenced above, the Board shall, upon written request of the Association, deduct the fees required of members of the Association. Failure of the Board to deduct these fees is the basis for filing a grievance by the Association. The Association agrees to indemnify and hold the Board and the Administration harmless against any and all claims, damages, costs, demands, awards, judgments, or other forms of liability as a result of this section.

Section 4: Payroll Deduction Plan. Association members shall be given an option for payroll deduction to be placed in the financial institution of their choice. The following shall apply:

- A. The employee requesting payroll deduction shall complete the proper forms prior to the specified starting date of deductions.
- B. The original amount specified for deduction may be changed by providing authorization to the financial assistant.
- C. The Board shall continue 403(b) Plan and Section 125 Cafeteria Plans.

ARTICLE VIII
GENERAL WORKING CONDITIONS FOR EMPLOYEES

Section 1: Assignments. Every effort will be made to develop staff assignments and staff workloads in conjunction with state guidelines. It must be recognized, however, that deviations from guidelines and entitlement in employing and utilizing staff are sometimes necessary in the best interests of equitable services to children. Furthermore, in order to facilitate communication and collaboration, when either additions or reductions in staffing are being proposed, these will be discussed with staff involved before final recommendations are presented to the Board.

Section 2: Mentoring.

- A. In accord with the intent of section 1526, PA 335 (1993) new staff covered under this agreement for the first three (3) years of employment shall be assigned to one or more experienced staff, master teacher, college professor, or retired professional within the employee's area of responsibility, who shall act as a mentor. Intensive professional development of 15 days may be made available. This training may include exposure to effective practices, university linked professional development, and regional seminars conducted within the employee's area of responsibility. Mentors will be given adequate release time to meet the mentor responsibilities.
- B. Experienced employees coming to the ISD may be provided a reduced mentoring schedule. When agreed upon by the Administration and Association, a one (1) or two (2) year schedule may be provided with associated reductions in professional development days and mentor compensation.
- C. The mentor shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignments is to provide a peer who can offer assistance, resources, and information. The mentor shall not be involved in performance evaluations or called as a witness in any grievance or administrative hearing, unless subpoenaed.
- D. A mentor shall be assigned in accordance with the following:
 - 1. A mentor shall be a non-probationary member of the bargaining unit. A

mentor shall be assigned for a tenured Association member upon the member's request in a new assignment for the first year. Other mentors required may be drawn from outside the bargaining unit to assist in the process.

2. Participation as a mentor shall be voluntary.
3. The mentor may agree to be assigned to more than one new employee and will receive pay for each new employee.
4. The Administration, at hiring, will notify the Association of those new employees requiring the assignment of a mentor. The Association will assist with the recruitment of staff interested in mentoring.
5. The Administration will notify the Association when a mentor is matched with the new employee.
6. The new staff person will be mentored by the department chair until the assignment of a mentor, which should be no longer than ten (10) workdays subsequent to beginning of service delivery. Every effort will be made to match the new employee with a mentor having a similar job description.

E. Policy Relative to the Mentoring:

1. The mentor will participate in mentor training provided by the ISD or another Administration approved course.
2. The mentor will maintain a log outlining frequency of contacts. A copy will be submitted to the immediate supervisor of the mentee and to the Business Office.
3. Reasonable release time will be made available to allow the mentor to seek appropriate training as part of her/his professional development and to work with the new employee in her/his assignment during the workday.
4. In addition to training and/or informational sessions, the mentor and new staff will establish and document a minimum of three (3) thirty minute regularly scheduled sessions a month the first year, two (2) thirty minute regularly scheduled sessions a month the second year, and one (1)

regularly scheduled session a month the third year.

5. The mentor shall be reimbursed on a BA step 0 schedule at a rate of: three percent (3%) the first year; two percent (2%) the second year; and one percent (1%) the third year or a mentor for a tenured teacher.

Section 3: Reassignments. In the event that the Administration feels it necessary to make reassignment of any employee(s), the affected employee(s) shall be given the opportunity for Association Representation and input prior to the final decision on the reassignment being made. In order to facilitate communication and collaboration, while understanding that the ISD cannot exercise control over schools that are not parties to the Master Agreement, the Board will still endeavor to inform staff and solicit input from staff prior to implementing room change or assignment changes.

Section 4: General Working Conditions and Calendar. Full time employment (FTE) at the ISD is based on a traditional school calendar which uses a base five (5) day, thirty-five (35) hour week. In consideration of the variations in local calendars, however, staff members whose job responsibilities are aligned to student seat time in a district may also use 184 days/1,288 hours (which includes state required professional development days) as the base for developing their annual work schedule. The Board and Association agree that, in order to meet the requirements of their positions, employees will put in time that extends beyond the base. In order to most effectively utilize staff time, the Board asks that:

- A. Off site ISD staff (staff housed in local district buildings) will collaborate with their supervisors to align their calendars with the student calendars of the building where they are located, within the constraints of the ISD's 184 day/1,288 hour Master Agreement.
- B. Due to the difference between student hours and staff hours, off-site staff may have extra days to work that are not included in student time. Wherever possible, ISD employees will follow the ISD calendar for beginning and ending of the year dates and activities. Extra days will be used for ISD activities if possible.
- C. Itinerant employees will collaborate with their supervisors to align their schedules to most effectively align to the calendar(s) of the building(s) that they serve within the

constraints of the ISD's 184 day/1,288 hour Master Agreement.

- D. Pathfinder and Life Skills Center staff will follow the 184 day/1,288 hour ISD calendar.

If any adaptation is to be made the staff member will work collaboratively with their supervisor.

Section 5: Assignments Outside the Traditional School Setting. Staff members with concerns related to safety or health issues will report those concerns to Administration. Staff will not be required to work in a situation that jeopardizes health or safety. Staff and administration will collaborate in order to develop a strategy to accomplish the ISD's mission without jeopardizing health or safety.

Section 6: Daily Schedule. A daily schedule must be on file with the employee's supervisor's office assistant and followed. When working demands necessitate a change from the usual schedule, the change may be subject to the approval of the Administration. The employee must notify their supervisor's office assistant of the normal routine changes that often occur in a person's daily schedule.

Section 7: When School is Not in Session.

- A. Any time that a school or schools that the staff member serves are not in session, it is the responsibility of the staff member to report to the office for a regular workday.
- B. Forgiven Hours: Whenever a school that is served by the ISD is closed it is the responsibility of the assigned staff member to report to the office for a regular workday unless otherwise notified by the ISD call system. Staff members who do not report for a regular workday on these days may not receive pay for that day. Staff members whose job responsibilities are aligned to a local district's student seat time will follow the schedule of the district they are assigned to.
- C. Work time lost due to circumstances beyond the Board's control will be made up except those days allowed by the State Board of Education.

Section 8: In the Event of Illness. In the event of illness it shall be the responsibility of the employee to notify (prior to the start of school) the first district or building that she/he is scheduled to work in that day. The employee shall also call the ISD absence reporting system one (1) hour prior to their first appointment or start time but no later than 7:30 a.m. Staff

must also follow procedures as stated in the handbook. Classroom teachers who become ill during the day must notify their administrator, and if not available the administrator's office assistant, and call the ISD absence reporting system. They cannot leave the building until a substitute teacher is in the classroom.

Section 9: Reports and Files. Each employee is responsible for maintaining reports, files, and documentation (such as Medicaid billing) of services provided as may be required by the Administration.

Section 10: General Staff Meetings Outside of Regular Working Hours. The Administration will consult with an Association representative relative to the scheduling of any total general staff meeting that will be held outside of regular working hours.

Section 11: Appropriate Dress and Attire. Each employee is expected to be appropriately dressed.

Section 12: Adequate Transportation. Each employee is responsible to have adequate transportation in order to adequately perform her/his duties. Any problems related to this shall be discussed with the Administration.

Section 13: Notification of Vacancies. The Administration will make available to the Association a listing of all Special Education staff and administrative positions that have been approved to be permanently filled. The Administration will also make available to the Association a written job description of the position to be filled including the minimal qualifications that have been established for such a position. All currently employed staff (providing they meet the qualifications that have been established for the position) may submit their candidacy for such a position along with any other prospective candidates according to guidelines established by the ISD. The Board shall post vacancies on the district's website and send to all staff via e-mail. Employees wishing to receive vacancy postings by mail during the summer shall notify the personnel office. The posting period shall be open for 7 business days for such vacancies that occur when school is not in session.

Section 14: Financial Gain. An employee shall not use her/his position to seek additional financial gain from selling professional services or commercial materials to teachers, employees, pupils, or parents receiving services from the St. Joseph County ISD.

ARTICLE IX
LEAVES

Section 1: Sick Leave.

A. Conditions in reference to the granting of Sick Leave: Accumulated sick leave shall be granted to an employee for an illness due to a physical condition (including pregnancy or childbirth), an emotional or mental condition, or an injury that prevents the employee from fulfilling her/his job responsibilities. The Board reserves the right to verify the nature of the illness or injury from the employee's physician as it relates to the ability of the employee to perform her/his job responsibilities. It is also expected (whenever possible and medically acceptable) that elective medical surgery or treatment be scheduled during the summer months or school vacation periods.

B. Paid sick leave will be granted at the rate of one (1) day for each nineteen (19) workdays of contract of employment rounded up to the nearest 1/2 day.

Example: 184 workdays ÷ 19 = 10 days of sick leave;

 230 workdays ÷ 19 = 12 days of sick leave;

Staff on contracts of less than a full year and part-time staff will be granted a sick leave benefit pro-rated in accordance with this formula.

Example: 80% employee is 4 days per week = 8 sick days

 60% employee is 3 days per week = 6 sick days

The sick leave benefit will be credited to the employee's sick leave account at the beginning of a school year or employment period, and shall accumulate to a maximum of one hundred and fifteen (115) days for the duration of this contract. Staff new to the district shall be on the job for a minimum of one (1) day, however, before any entitlement of sick leave will be granted.

C. An employee working during the summer school program shall have the option to use one and one half (1 ½) days of accumulated sick days, as necessary.

D. An employee working during the summer school program will earn one (1) sick day for every nineteen (19) days worked and can be used during the summer or will be added to the new school year sick day allotment.

- E. Medical or dental appointments which require absence from the job of one-half (1/2) day or more will be treated as sick leave.
- F. If sick leave is used for qualifications under Family Medical Leave Act (FMLA), then these days shall not exceed forty-five (45) workdays per contract year. Additional utilization of accumulated sick leave for FMLA may be granted at the discretion of the Superintendent and all requests must be in writing.
- G. Sick leave may also be granted for the illness of immediate family members (husband, wife, children, father, father-in-law, mother, mother-in-law, or parenting adult). This leave shall not exceed (10) workdays per contract year. Additional utilization of accumulated sick leave for this reason may be granted at the discretion of the Superintendent. All requests must be in writing.
- H. Sick Leave Bank (SLB) – The Sick Leave Bank (SLB) is designed only to assist employees who are waiting to qualify for long term disability (LTD) and are suffering from a catastrophic illness. (Catastrophic illnesses may be defined as life-threatening and may leave significant residual disability – ie; AIDS, major burns, trauma with residual paralysis or coma, and terminal catastrophic illnesses.) In order to qualify for the Sick Leave Bank (SLB), an employee must voluntarily donate a minimum of one day per year to the bank at the time of signing their annual contract.
1. Request for withdrawal from the SLB will be jointly processed by the administration and the Association. All requests must be accompanied by medical documentation indicating the degree of the condition.
 2. No more than forty (40) days collectively per member may be drawn from the sick leave bank during any given school year. In extenuating circumstances, however, the 40 days may be extended by agreement between administration and Association.
- I. In the event an employee utilizes all of her/his sick leave, she/he may borrow up to five (5) days from her/his following year's allotment with the approval of the Superintendent and with medical documentation. Permission to borrow sick leave is contingent upon the employee's continuing employment with the St. Joseph County ISD. A person who

does not continue employment at the ISD may be asked to reimburse the ISD or, if the leave is due to illness, sick time may be borrowed. The rate of reimbursement is determined by the current daily rate for that school year.

Section 2: Personal/Business Leave. Staff with contracts of less than a full year and part-time employees will be granted personal business leave based on the percentage of time worked, for example:

80% employee / 4 days per week = 11 Personal Business Hours

60% employee / 3 days per week = 8 Personal Business Hours

Two (2) paid Personal/Business days for employees may be provided under the following conditions:

- A. The personal business leave shall be used for the purpose of conducting personal business which cannot be transacted on the weekend or after school hours.
- B. Staff wishing to request personal leave time shall submit a personal leave request form to the Administration at least five (5) days in advance of the anticipated absence except in cases of emergency.
- C. If the nature of the leave is classified as an "emergency" or "immediate" the request shall be submitted at the earliest possible time.
- D. Personal leave may not be used prior to or directly following a holiday such as Thanksgiving, Christmas, or Spring Vacation unless approved by the Administration.
- E. Leave may be used on an hourly basis not to exceed 14 hours per contract year.

Section 3: Holiday Leave. There are seven (7) paid holidays. The paid holidays shall be: Labor Day, Thanksgiving and Day after Thanksgiving, Christmas Day, New Year's Day, Good Friday, and Memorial Day. Employees must work the business day preceding and following the holiday to be eligible for holiday pay unless the employee is excused by the Superintendent. Non full year employees will be prorated according to the number of days worked.

Section 4: Family Medical Leave. Family medical leave shall be granted for up to twelve (12) weeks for employees who are eligible under the current law in event of a serious health condition of the employee, employee's spouse, parent or child, birth of a child, or the placement of a child for adoption or foster care. Benefits and seniority will continue during the leave. The

district guarantees the employee a return to her/his previous position at the end of the family medical leave. Employees who resign following the exhaustion of family medical leave may be required to reimburse the district for insurance contributions.

These rights shall be in addition to the Family Medical Leave Act (FMLA):

- A. The Board may grant a leave of absence without pay for the purpose of the care of a (spouse, child, father, mother, brother, sister, grandparent, or parental adult).
- B. Such leave shall be requested as far in advance as possible.
- C. Such leave may be granted for a period of up to one (1) year at the discretion of the Board beyond which an extension may be requested.
- D. Such leave time shall not count toward advancement on the salary schedule.
- E. Accelerated termination of said leave may be requested, but shall not necessarily be granted by the Board.
- F. The decision of the Board to grant or deny a leave is not subject to arbitration.
- G. Failure to return to work upon the termination of said leave shall be interpreted to be a voluntary resignation.
- H. The employee will have the option to continue fringe benefits at her/his expense, if allowed by the carrier.

Section 5: Bereavement Leave. Absence because of the death of a member of the immediate family, to include mother, mother-in-law, father, father-in-law, husband, wife, children, brothers, brothers-in-law, sisters, sisters-in-law, grandparents, grandparents-in-law, grandchildren, or parental adult shall not exceed five (5) working days. Additional bereavement leave may be granted at the discretion of the Board beyond the five (5) days, but such leave shall be deducted from the employee's accumulated sick leave. Absence due to the death of an individual other than an immediate family member will be treated as a personal leave request.

Section 6: Professional Leave. Any full-time employee may be granted leave for professional responsibilities, which make it necessary for him to be absent during usual working hours. Request for time and expenses to provide such an honorary contribution to his professional specialty may be granted on the approval of the Administration.

Section 7: Jury Leave. Any employee called for jury duty or subpoenaed to testify in a judicial

or administrative matter not having been initiated by the Association, during working hours, shall be paid the difference between her/his full salary and the remuneration for such services.

Section 8: Sabbatical Leave. A sabbatical leave (for professional improvement) may be granted by the Board for up to one year without salary and fringe benefits. Certain fringe benefits may be maintained at the expense of the employee. When sabbatical leave is granted, and on returning to her/his position with the ISD, the employee shall be reinstated at the salary schedule and step and column that she/he was at unless additional coursework qualifies her/him for another column on the salary schedule. (Such leave time shall not count toward advancement on the salary schedule.) The request for said leave must be submitted to the Superintendent at least sixty (60) days prior to the start of the leave.

Section 9: Military Leave. Employees who are inducted into the Armed Forces of the United States, or who join the Armed Forces in lieu of being inducted under provisions of the Selective Service Act, shall be entitled to leave without pay for the period of service required. Upon honorable discharge, the employee shall be reinstated with full credit on the salary schedule for her/his time in service, not to exceed one year's credit.

Section 10: Other Leaves. Special leaves, with or without fringe and financial benefits, may be granted by the Board in situations not specifically covered elsewhere in this Agreement. These leaves shall be requested through the Superintendent and will be granted upon the recommendation of the Superintendent and the approval of the Board. An employee returning from a leave without pay (other than those described elsewhere in the Agreement) shall not advance on the salary schedule unless the employee worked for at least one hundred and twenty (120) days during the school year when the leave began.

Section 11: Salary Deductions for Leaves Granted Without Pay. Deductions from salary for leaves of absence granted without pay will be made on the basis of 1/191 of the contracted salary for staff employed on a thirty-eight (38) week school year contract. The denominator used to determine the deductions from salary for leaves of absence granted without pay to staff employed longer than thirty-eight (38) weeks (191 days) will be adjusted accordingly.

Type of Leave	Counts Toward Seniority	Counts Toward Step Increment
Sick Leave	Yes	Yes
Personal	Yes	Yes
Family Medical Leave	No	No
Bereavement Leave	Yes	Yes
Professional Leave	Yes	Yes
Jury Leave	Yes	Yes
Sabbatical Leave	Yes	No
Military Leave	Yes	Yes (limited to one year)
Disability Leave	No	No

ARTICLE X
ST. JOSEPH COUNTY ISD PROGRAMS

Section 1: Teachers' schedules will be developed to fall within the 35 hour week (5 days) to be inclusive of planning time except as follows:

- A. When general staff meetings are scheduled, not to exceed four (4) hours per month, outside regular working hours.
- B. When Individualize Educational Planning Committee (IEPC) meetings are scheduled.
- C. When parent-teacher conferences are scheduled.
- D. When in-service meetings are scheduled.
- E. When a staff member is assigned to attend staffings or curriculum meetings.

Section 2: Staff members shall be given a minimum of two (2) work days notice prior to meetings scheduled outside of regular working hours except in emergency situations.

Section 3: All teachers shall be entitled to duty-free lunch of not less than thirty (30) minutes except that at least one (1) certified teacher shall be on duty while students are eating. It is further understood that other circumstances may prevent the Teacher from having a duty-free lunch. The Board and Association will make every effort to support the situation.

Section 4: Observation of a teacher's class by a person other than administrative personnel of the ISD and/or mentor, shall be allowed only after the teacher has been notified in advance. Parents or guardians, prior to enrollment, who wish to visit a classroom will be required to make an appointment through the program administrator. The administrator will inform the teacher a minimum of one (1) work day prior to the visit.

Section 5: Two (2) half-days in the classroom with Assistant Teachers will be provided for preparation and planning during the first week of the school year. Off site staff will use extra days for this purpose.

Section 6: Pathfinder and Life Skills staff will have one half day for preparation of records to be scheduled to correspond with the end of each progress report period. Off site staff will have their progress report periods and work time defined by the local building in which they are housed.

ARTICLE XI
PROFESSIONAL COMPENSATION AND BENEFITS

Section 1: Professional Compensation Salary Schedule.

2009-2010: 0% Salary schedule with step increase. \$1,200 stipend only for members on "x" step paid in two (2) equal installments. The first installment paid in February and the second installment in May.

Stipend not added to salary schedule and expires at end of the contract.

Step	BA Column	Index	BA+18 Column	Index	MA Column	Index	MA+20 Column	Index	MA+30 Column	Index
0	\$34,409	1.00	\$36,129	1.05	\$38,538	1.12	\$38,882	1.13	\$39,914	1.16
1	\$36,474	1.06	\$38,194	1.11	\$40,603	1.18	\$40,947	1.19	\$41,979	1.22
2	\$38,538	1.12	\$40,259	1.17	\$42,667	1.24	\$43,011	1.25	\$44,044	1.28
3	\$40,603	1.18	\$42,323	1.23	\$44,732	1.30	\$45,076	1.31	\$46,108	1.34
4	\$42,323	1.23	\$44,044	1.28	\$46,796	1.36	\$46,796	1.36	\$48,173	1.40
5	\$44,044	1.28	\$45,764	1.33	\$48,861	1.42	\$48,861	1.42	\$50,237	1.46
6	\$45,764	1.33	\$47,484	1.38	\$50,581	1.47	\$50,581	1.47	\$51,958	1.51
7	\$47,484	1.38	\$49,205	1.43	\$52,302	1.52	\$52,302	1.52	\$53,678	1.56
8	\$49,549	1.44	\$50,925	1.48	\$54,022	1.57	\$54,022	1.57	\$55,398	1.61
9	\$51,614	1.50	\$52,646	1.53	\$55,743	1.62	\$55,743	1.62	\$57,463	1.67
10			\$54,710	1.59	\$57,807	1.68	\$57,807	1.68	\$59,183	1.72
11			\$56,775	1.65	\$59,528	1.73	\$59,528	1.73	\$60,904	1.77
12					\$61,248	1.78	\$61,248	1.78	\$62,624	1.82
13					\$62,968	1.83	\$62,968	1.83	\$64,001	1.86
14					\$64,689	1.88	\$64,689	1.88	\$65,377	1.90
15					\$66,065	1.92	\$67,098	1.95	\$67,442	1.96
X			\$57,908		\$67,198		\$68,230		\$68,575	

2010-2011: 0% Salary schedule with step increase. \$1,200 stipend only for members on "x" step paid in two (2) equal installments. The first installment paid in December and the second installment in May.

Stipend not added to salary schedule and expires at end of the contract.

Step	BA Column	Index	BA+18 Column	Index	MA Column	Index	MA+20 Column	Index	MA+30 Column	Index
0	\$34,409	1.00	\$36,129	1.05	\$38,538	1.12	\$38,882	1.13	\$39,914	1.16
1	\$36,474	1.06	\$38,194	1.11	\$40,603	1.18	\$40,947	1.19	\$41,979	1.22
2	\$38,538	1.12	\$40,259	1.17	\$42,667	1.24	\$43,011	1.25	\$44,044	1.28
3	\$40,603	1.18	\$42,323	1.23	\$44,732	1.30	\$45,076	1.31	\$46,108	1.34
4	\$42,323	1.23	\$44,044	1.28	\$46,796	1.36	\$46,796	1.36	\$48,173	1.40
5	\$44,044	1.28	\$45,764	1.33	\$48,861	1.42	\$48,861	1.42	\$50,237	1.46
6	\$45,764	1.33	\$47,484	1.38	\$50,581	1.47	\$50,581	1.47	\$51,958	1.51
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10			\$54,710	1.59	\$57,807	1.68	\$57,807	1.68	\$59,183	1.72
11			\$56,775	1.65	\$59,528	1.73	\$59,528	1.73	\$60,904	1.77
12					\$61,248	1.78	\$61,248	1.78	\$62,624	1.82
13					\$62,968	1.83	\$62,968	1.83	\$64,001	1.86
14					\$64,689	1.88	\$64,689	1.88	\$65,377	1.90
15					\$66,065	1.92	\$67,098	1.95	\$67,442	1.96
X			\$57,908		\$67,198		\$68,230		\$68,575	

2011-2012: 0% Salary schedule with step increase. \$1,200 stipend only for members on "x" step paid in two (2) equal installments. The first installment paid in December and the second installment in May.

Stipend not added to salary schedule and expires at end of the contract.

Step	BA Column	Index	BA+18 Column	Index	MA Column	Index	MA+20 Column	Index	MA+30 Column	Index
0	\$34,409	1.00	\$36,129	1.05	\$38,538	1.12	\$38,882	1.13	\$39,914	1.16
1	\$36,474	1.06	\$38,194	1.11	\$40,603	1.18	\$40,947	1.19	\$41,979	1.22
2	\$38,538	1.12	\$40,259	1.17	\$42,667	1.24	\$43,011	1.25	\$44,044	1.28
3	\$40,603	1.18	\$42,323	1.23	\$44,732	1.30	\$45,076	1.31	\$46,108	1.34
4	\$42,323	1.23	\$44,044	1.28	\$46,796	1.36	\$46,796	1.36	\$48,173	1.40
5	\$44,044	1.28	\$45,764	1.33	\$48,861	1.42	\$48,861	1.42	\$50,237	1.46
6	\$45,764	1.33	\$47,484	1.38	\$50,581	1.47	\$50,581	1.47	\$51,958	1.51
7	\$47,484	1.38	\$49,205	1.43	\$52,302	1.52	\$52,302	1.52	\$53,678	1.56
8	\$49,549	1.44	\$50,925	1.48	\$54,022	1.57	\$54,022	1.57	\$55,398	1.61
9	\$51,614	1.50	\$52,646	1.53	\$55,743	1.62	\$55,743	1.62	\$57,463	1.67
10			\$54,710	1.59	\$57,807	1.68	\$57,807	1.68	\$59,183	1.72
11			\$56,775	1.65	\$59,528	1.73	\$59,528	1.73	\$60,904	1.77
12					\$61,248	1.78	\$61,248	1.78	\$62,624	1.82
13					\$62,968	1.83	\$62,968	1.83	\$64,001	1.86
14					\$64,689	1.88	\$64,689	1.88	\$65,377	1.90
15					\$66,065	1.92	\$67,098	1.95	\$67,442	1.96
X			\$57,908		\$67,198		\$68,230		\$68,575	

The above salary schedule is based on a 191-day contract (184 workdays) for 2009-12. Should the contracted number of days go beyond the previous year's contract, for any reason, the base will be adjusted (divide the BA base by the number of days of the contract - added for each additional day) to recognize the change, before the index is applied. A one-time signing bonus for first time hires of \$750 may be paid for BA and BA+18 on Step 0, \$1,000 paid for MA on Step 0 and 1, and \$1,500 paid for MA+20 and MA+30 on Step 0,1 and 2 of the Salary Schedule Section 2: Placement on the Salary Schedule. An employee's salary shall be determined by her/his placement on the salary schedule. An employee's placement on the salary schedule will depend upon the number of years of experience granted and the academic degree and approved hours in a particular specialization or in an approved related field. Movement on the schedule will also depend upon the academic degree and approved hours in a particular specialization or in an approved related field.

Placement on the salary schedule will be granted at the beginning of a regular school year, as determined by the Superintendent for new hires. In order to move from one column to another column on the salary schedule, college/university work must be completed prior to the start of the school year or prior to the semester. An employee who has no experience in her/his specialization or in an approved related field receives the salary at Step 0 for her/his particular degree. The administration shall have the right to employ new staff at steps above 0 if all presently employed staff in comparable positions are moved to that same step on their respective column Staff granted exceptions would remain at that step until experience are equal. Contractual salary adjustments will be made for existing staff affected by new hires under the exception.

Experience credit may be granted at the discretion of the Superintendent up to and including Step 6 of the BA Column, Step 7 of the BA+18 Column, Step 9 of the MA Column, and full experience on the MA+20 and MA+30 Columns. Exceptions in excess of this may be made on special approval of the Board. Military experience may be counted as one step on the salary schedule providing that this does not exceed the amount of allowable experience credit as stated above.

Staff will be eligible for placement on the MA degree Column if they have an MA Degree;

or in the event the individual does not have an MA Degree, has at least fifty (50) semesters hours earned after a BA Degree in an approved Specialist's Program.

The Fourth and Fifth Columns represent an MA Degree plus twenty (20) or thirty (30) hours earned after receipt of the MA degree, or a Specialist's Degree, or a mandated sixty (60) hour graduate program, as determined by the Administration.

Section 3: Reimbursement for College Credits and/or C.E.U. Credits.

The Board will reimburse an employee for these costs under the following conditions:

- A. Credits earned graduate level, at a level beyond the B.A./B.S. Degree level, as certified C.E.U credit, or as approved by the Superintendent in advance.
- B. The course work, C.E.U.'s, professional training, and advanced degrees shall be in the staff member's contracted area of specialization or related field, and the course/training must be approved by the Superintendent in advance.
- C. Upon submitting evidence of having completed the class or training, the Board will reimburse one half (50%) of the cost not to exceed nine (9) semester hours or eighteen (18) State Board approved C.E.U.'s per year. Annual reimbursement will not exceed nine hundred (\$900.00) per school year. This benefit is limited to currently employed staff of one half time or more, and is not available to staff on sabbatical leave.
- D. Tuition reimbursement is capped at \$5,000.00 per year.

Section 4: Insurance Benefits.

- A. Hospital and Medical Insurance shall be as follows:
 1. Pursuant to the authority as set forth in the Michigan School Laws, the Board agrees to contribute for each employee who requests such protection by filing the proper authorization forms, the payment of premiums in the amount hereinafter prescribed for health insurance coverage.
 2. During the duration of this Agreement staff members shall be eligible for insurance coverage provided by MESSA Choices II 10/20 prescription plan, \$200/\$400 deductible, Quote #304889. For the school years 2010-11 and 2011-12 any increase in the cost of the insurance will be divided equally

between the Board and the Association. Effective July 1, 2012, Board contribution on insurance will not exceed its contribution as of July 1, 2011. The Association agrees to analyze product options offered in the future and throughout the existence of the current Master Agreement that meet or exceed the coverage offered by MESSA Choices II, 10/20 plan, \$200/\$400 deductible, Quote #304889. No changes from the agreed upon insurance will be made without approval of the ISD and the Association. Savings would be split 50/50 between the district and the Association in the form of additional paid stipends to the members for the Association share of savings.

- The employee must be eligible for such coverage (as determined by the carrier). For husband-wife combinations employed by the district, such coverage shall be limited to providing coverage under one (1) policy.
 - The coverage must be requested by the staff member by filing the proper authorization and insurance forms within the time limits as established by the carrier.
 - The subsidy paid for by the district will not exceed the Full Family Rate. Employees who work less than 7 hours/191 days per school year will have a pro-rated cost for insurance based on time worked. Named employees (per Attachment E) to be grandfathered based on the 2006-2009 contract. Employees must be at least half-time to be entitled to insurance on a pro-rated basis.
3. New employees become eligible for benefits under this section of the contract on the first day of work. Staff employed to begin at the start of a new school year will have benefits paid by the district beginning September 1, of the initial contract year.
 4. Staff may elect not to take the Health Insurance Benefit. If a staff member chooses not to take the Health Insurance Benefit, she/he will elect to receive an additional amount of one hundred dollars (\$100.00) per month. This option will be available every September 1, and will be paid for each month

that the staff member opts not to avail herself/himself of the Health Insurance Benefit. (This option will only be allowed for staff members who submit proof of coverage from another source.)

5. If a staff member resigns her/his position with the district, but fulfills the term of her/his contract (completes the school year), her/his health insurance premiums for either health or health options will be paid through the month of September. If, however, she/he is eligible for insurance benefits from another employer prior to October 1, benefits paid by this district will only be paid up to the date of eligibility. If the staff member has elected the additional remuneration benefit of \$100.00 per month in lieu of health insurance benefits, said additional monthly remuneration will only be paid through the month of the last workday.
6. Staff members who retire will have their Health Insurance or Health Insurance options or additional monthly remuneration paid up to the month of the date of retirement or, if applicable, up to the month of eligibility for School Employees Retirement Insurance.

Section 5: Managed Sick Leave/Long Term Disability Benefits. A long-term disability program will be provided by the Board at no cost to the employee for the duration of this agreement. This coverage will begin after 60 day straight wait (days usually means 40 work days). When district health insurance benefits end (3 months paid by the ISD, 21 months paid by MESSA) the employee will receive an additional \$700 per month for 4 months during the disability.

The District will provide up to Full Family Dental Insurance and Full Family Vision Insurance at no premium cost to the employee.

The District will provide the following benefits (medical, dental, vision, life) up to 90 calendar days for the employees who are receiving long-term Disability benefits. Employees who are medically able to return to work within the 90 days, but cannot, because school is not in session, are exempt.

Section 6: Automobile Travel Costs. Travel expenses for automobile travel will be reimbursed on a per mile basis. Mileage must be incurred to be considered reimbursable. It is the

employee's responsibility to get to the office, to the first school, or first assignment, and this mileage cannot be submitted for reimbursement from the office, from the last school, or last assignment, to the employee's home.

The exception to this is as follows: Mileage may be submitted for reimbursement between the office and whenever the last assignment is in excess of the distance between the office and one's home (for the excess mileage).

When approval has been given to attend a meeting outside of the Intermediate District traveling by car, mileage should be submitted for reimbursement that is actually incurred figuring from the point of departure directly to where the meeting is being held. Mileage submitted for reimbursement must be submitted on the voucher form immediately after the first of each month and all mileage reimbursement is subject to the approval by the Superintendent.

The rate of reimbursement will be on a per mile basis, and will be determined on a monthly basis. The per mile rate shall be the rate as allowed by the I.R.S.

Section 7: Professional In-Service Educational Expenses. All travel and actual expense incurred at in-service workshops and professional meetings will be fully or partially reimbursed when authorized by the Administration. The request for attendance at such meetings may be initiated by either the Administration or an employee. Employees are encouraged to utilize technology options for meeting participation in lieu of travel to professional service site.

Approval for attendance at professional meetings shall be contingent upon professional development plan.

ARTICLE XII
WAIVERS

The Administration will solicit the Association's input and collaboration prior to the ISD requesting State Board of Education waiver(s) from the rules set forth in the Michigan Special Education Administrative Rules (pursuant to Sec. 1281 (3) of the Revised School Code of 1995) or filing for noncompliance. Copies of all waivers from Special Education Rules that are presented to the Board of Education for approval will be given to the Association.

ARTICLE XIII
CONTINUITY OF OPERATIONS

In the best interest of serving local school districts and disabled children within the ISD, the Association and the Board subscribe to the philosophy that differences shall be resolved by peaceful and appropriate means through the negotiating process without interruption of the school program. Accordingly, the Association and each employee agree that, during the term of the Agreement, they will not direct, instigate, participate in, encourage, or support any strike against the Board or any withholding of services by an employee or group of employees.

The Board shall be entitled, in its sole discretion, to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as employee workdays. The rescheduling of such days shall not entitle employees to additional compensation over and above their contracted salary.

ARTICLE XIV
ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous master agreements between the Board and the Association.

ARTICLE XV
SAVINGS CLAUSE

If any provisions of this Agreement or any application of this Agreement by the Association or by the Board shall be found contrary to law, then such provision 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.

ARTICLE XVI
LAYOFF, RECALL, AND RESIGNATIONS

Section 1: In the event the Board determines to reduce staff, the Board will consider program desirability, legal requirements, certification, qualifications of staff members, prior experience, and seniority in determining which staff members shall be retained.

Section 2: Termination of probationary employees affected by a reduction in staff shall be determined by the Board by application of the above criteria.

Section 3: A non-probationary staff member will not be laid off while a probationary staff member is retained in a particular position, provided the non-probationary employee has full state approval to fill the position and is certified and qualified to fill the position as determined by the Board.

Section 4: A non-probationary staff member having greater seniority will be retained over a non-probationary staff member with less seniority providing the employee with greater seniority has full state approval for the position and is certified and qualified to fill the position as determined by the Board.

Section 5: For purpose of this Article, "seniority" shall mean continuous service as a professional staff member in the district.

- Placement on the seniority list shall be determined by the date of the letter offering employment from the Administration. In the event two or more employees are hired on the same date, placement on the seniority list shall be by listing the highest last 4 social security numbers first.
- Employees working at least half-time and completing at least half a contract year shall be granted a full year of seniority.

Section 6: Time on approved leave (except as indicated otherwise on the Chart in Article IX, Section 10, or layoff shall not count toward accrued seniority but shall not constitute a break in continuous service.

Section 7: The Board shall give at least forty-five (45) calendar days written notice of termination to each employee affected by a reduction in staff.

Section 8: The Board's obligation to pay salary or fringe benefits under any staff member's

individual employment contract or under this Collective Bargaining Agreement shall terminate upon layoff. A staff member who is laid off but completes the school year will have her/his Health, Dental, and Vision Insurance paid through the month of September, unless she/he becomes eligible for coverage from another employer prior to that date.

Section 9: Recall of non-probationary staff shall be in the inverse order of layoff, i.e., those laid off last will be recalled first, provided, however, that an employee in order to be reassigned shall be certified and/or have full state approval and be qualified as determined by the Board to fill the position to which she/he is assigned. No new personnel shall be employed by the Board to fill bargaining unit positions while there are non-probationary employees available with full approval, certification, and qualifications as determined by the Board to fill the position(s).

Section 10: The Board shall give written notice of recall from layoff by sending a registered letter to said staff at her/his last known address. It shall be the responsibility of each staff member to notify the Board of any change in address. The staff member's address as it appears on the Board records shall be conclusive when used in connection with layoffs, recalls or other notice to the staff member.

Section 11: If the staff member fails to notify the Board within ten (10) days from the date of receipt of the letter, unless an extension is granted in writing by the Board, said staff member shall be considered a voluntary quit.

Section 12: Recall rights shall expire one (1) year after layoff for any staff member who is probationary at the time layoff occurs and five (5) years for non-probationary employee.

Section 13: The employer shall prepare a seniority list as defined in Section 5 (p.41). The seniority list shall also include the certification and areas of special education approval broken down by full, temporary, and emergency approval.

Section 14: The seniority list shall be published and posted conspicuously in all buildings of the District by November 1 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association. Objections to the seniority list shall be filed within twenty (20) working days of the posting of the list. Thereafter, the list shall be final and conclusive.

Section 15: Any staff member who requests to resign shall give at least forty-five (45) days written notice to the Superintendent.

ARTICLE XVII
EVALUATION

Section 1: The purpose of this evaluation process is to improve professional performance by citing strengths of a staff and administrators indicating areas of concern that need improvement. All evaluations and observations of staff will be conducted openly. Staff members will be evaluated by her/his direct supervisor prior to April 1 in years that are due for an evaluation.

Section 2: Probationary staff shall be evaluated in writing once each semester of the school year. Non-probationary staff shall be evaluated in writing at least once every two (2) years, but will be evaluated annually or more often upon request of the staff member or if a Plan of Assistance (POA) is in place. Formal observations for the purpose of the aforementioned written evaluations shall be for a minimum of sixty (60) minutes, which may be split into 2 or more sessions. Additional observations of less than this time may be used for evaluations, providing the foregoing conditions are complied with during the school year.

During the duration of this Agreement, if changes in the attached evaluation forms (See Attachment D) are contemplated, the Administration and the Association will mutually develop the new forms. They will be made available to all professional staff at least thirty (30) workdays prior to when they are to be utilized.

Section 3: Written evaluations of staff will be reviewed by the administrator and the staff member and after review, will be signed by both the administrator and the staff member with the staff member receiving a copy of the evaluation. The staff member will also be afforded an opportunity to attach a statement to the evaluation indicating areas of disagreement if she/he so wished within thirty (30) calendar days of being provided the evaluation.


Section 4: The Association recognizes that it is the responsibility of the Board to conduct ongoing assessment of the Administration and that the Board will make every effort to seek input from various parties and will communicate meaningful outcomes to the Association.

ARTICLE XVIII
DURATION OF AGREEMENT

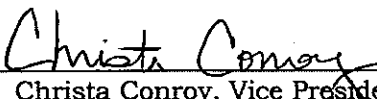
This contract shall be effective as of September 1, 2009, and shall continue in effect through August 31, 2012.

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

ASSOCIATION:



Gary Marx, President



Christa Conroy, Vice President




Linda Christophel, Team Member



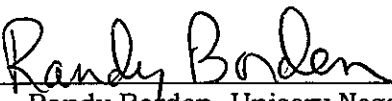
Stephanie Clark, Team Member



Diann Robinson, Team Member

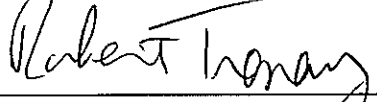


Eva White, Team Member



Randy Borden, Uniserv Negotiator

BOARD AND ADMINISTRATION:




Robert Trenary, Board Treasurer



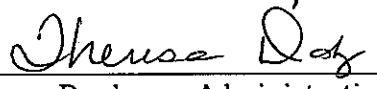
Barbara Marshall, Superintendent



Kelli Dechnik, Business Manager



Jay Raycraft, Director of Special Education



Theresa Danberry, Administrative Assistant

ATTACHMENT A
IEA/SJCISD GRIEVANCE FORM

Name of Grievant(s) _____ Grievance Number _____

Date Cause of Grievance occurred _____ Date Informal Level Meeting occurred _____

FORMAL LEVEL 1:

Specific statement of grievance:

Section(s) of Master Agreement alleged to have been violated:

Relief Sought:

Date filed with Supervisor _____ Signature of Grievant _____

Supervisor's Response to Level 1 Grievance:

Date of Response _____ Supervisor's Signature/Title _____ / _____

FORMAL LEVEL 2:

Date filed with Superintendent _____

Superintendent Response to Level 2 Grievance:

Date of Response _____ Signature of Superintendent _____

Date of Board Level Hearing _____

Board Response to Level 2 Grievance:

Date of Response _____ Signature of Board President _____

Superintendent/Board requests the services of a state mediator? Yes _____ No _____
Association requests the services of a state mediator? Yes _____ No _____

White Copy (Association) Yellow Copy (Supervisor) Pink Copy (Superintendent)

ATTACHMENT B
Code of Ethics of the Educational Profession
Preamble



Michigan Professional Educator's CODE of ETHICS

Preamble: Society has charged public education with trust and responsibility that requires of professional educators the highest ideals and quality service.

The Michigan State Board of Education adopts this Code of Ethics to articulate the ethical standards to which professional educators are expected to adhere in their job performance.

Ethical Standards: The following ethical standards address the professional educator's commitment to the student and the profession.

- 1 Service toward common good**
Ethical Principle: The professional educator's primary goal is to support the growth and development of all learners for the purpose of creating and sustaining an informed citizenry in a democratic society.
- 2 Mutual respect**
Ethical principle: Professional educators respect the inherent dignity and worth of each individual.
- 3 Equity**
Ethical principle: Professional educators advocate the practice of equity. The professional educator advocates for equal access to educational opportunities for each individual.
- 4 Diversity**
Ethical principle: Professional educators promote cross-cultural awareness by honoring and valuing individual differences and supporting the strengths of all individuals to ensure that instruction reflects the realities and diversity of the world.
- 5 Truth and honesty**
Ethical principle: Professional educators uphold personal and professional integrity and behave in a trustworthy manner. They adhere to acceptable social practices, current state law, state and national student assessment guidelines, and exercise sound professional judgment.

Approved by State Board of Education, December 3, 2003

Section I
Commitment to the Student

The educator measures their success by the progress of each student toward realization of their potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling their obligation to the student, the educator:

1. Shall not without just cause restrain the student from independent action in the pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which they bear responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that they do not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny them benefits under any program, nor grant any discriminatory or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purpose or it is required by law.
8. Shall not tutor for remuneration students assigned to their classes, unless no other qualified teacher is reasonable available.

Section II
Commitment to the Public

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. They share with all other citizens the responsibility for the development of sound public policy and assume full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling their obligation to the public, the educator:

1. Shall not misrepresent an institution or organization with which they are affiliated, and shall take adequate precautions to distinguish between their personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

Section III
Commitment to the Profession

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. They therefore exert every effort to raise professional standards, to improve his service, to promote a climate in which the exercise or professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, they contribute timely to the support, planning, and programs of professional organizations.

In fulfilling their obligation to the profession, the educator:

1. Shall not discriminate on grounds of race, color, creed, or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent their professional qualifications.
8. Shall not knowingly distort evaluation of colleagues.

Section IV
Commitment of Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. They believe that a sound professional and personnel relationship with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of their profession by unqualified persons.

In fulfilling their obligation to professional employment practices, the educator:

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant, or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.
5. Shall adhere to terms of a contract or appointment, unless these terms have been legally terminated, falsely represented or substantially altered by unilateral action of the employing agency.
6. Shall not delegate assigned tasks to unqualified personnel.
7. Shall permit no commercial exploitation of her/his professional position.
8. Shall use time granted for the purpose for which it is granted.

ATTACHMENT C
PLAN OF ASSISTANCE

Employee: _____ Supervisor: _____

First Meeting **Date:** _____

Expectation not being met:

Employee Reaction Statement:

Corrective Action Plan and Timeline:

The supervisor will give support as follows:

Date and time of next meeting: _____

This plan has been reviewed and discussed with me and I have had an opportunity to provide input. I also understand that this will be filed in my personnel file, and I have received a copy.

Employee's Signature
Date

Date

Supervisor's Signature

ATTACHMENT C

Second Meeting Date: _____

Progress on Addressing Problem:

Employee Reaction Statement:

Updated Corrective Action Plan:

The supervisor will give support as follows:

If needed, date and time of next meeting: _____

This plan has been reviewed and discussed with me and I have had an opportunity to provide input. I also understand that this will be filed in my personnel file, and I have received a copy.

Employee's Signature
Date

Date

Supervisor's Signature

Third Meeting Date: _____

Progress on Addressing Problem:

Employee Reaction Statement:

Updated Corrective Action Plan:

The supervisor will give support as follows:

If needed, date and time of next meeting: _____

This plan has been reviewed and discussed with me and I have had an opportunity to provide input. I also understand that this will be filed in my personnel file, and I have received a copy.

Employee's Signature
Date

Date

Supervisor's Signature

ATTACHMENT D

ST. JOSEPH COUNTY ISD ASSESSMENT

Name: _____
 Evaluator: _____
 Due Date: _____

Category: Special Education Staff
 Job Title: Teacher

Directions: A. Evaluations will be scheduled in accordance with the Master Agreement. B. Section 2 is to be completed with the Evaluator at an agreeable date and time. C. Final copy will be returned to the individual and placed in his/her personnel file.	1 Self Assessment			2 Cooperative Assessment			Cooperative Comments
	Exceeds Expectations	Meets Expectations	Needs Improvement	Exceeds Expectations	Meets Expectations	Needs Improvement	
	Does Not Meet Expectations	Does Not Meet Expectations	Does Not Meet Expectations				
I. JOB REQUIREMENTS (POLICY)							
A. Maintains confidentiality of activities within programs or district.							
B. Attends, on time, required meeting, inservices, programs, seminars, and workshops.							
C. Attendance - follows building policy.							
D. Follows business procedures as outlined in policy manuals.							
E. Follows administrative directives as provided by verbal and/or written memorandum.							
F. Personal appearance is consistent with policy.							
G. Maintains security and inventory of equipment and materials.							
H. Adheres to district safety policy.							
II. JOB PERFORMANCE							
A. PROBLEM-SOLVING							
1 Maintains flexibility by making adequate and appropriate adjustments to various aspects of specific job assignment.							
2 Makes logical and correct decisions.							
3 Appropriately takes the initiative in facilitating needed aspects of the job assignment.							
4 Effectively deals with difficult and/or crisis situations.							
B. MANAGEMENT AND ORGANIZATION							
1 Provides adequate and appropriate planning on a continuous basis.							
2 Provides and documents instruction to maximize student achievement.							
3 Chairs and/or participates in student IEPs and METs appropriately.							
4 Completes necessary records and reports.							
5 Uses time efficiently and for its intended purpose.							
6 Maintains adequate student control and develops behavior programs as needed.							
7 Oversees preparation of student lunches, transportation, classroom finances, student schedules, and other activities.							
C. COMMUNICATIONS AND INTERPERSONAL RELATIONSHIPS							
1 Establishes positive relationship with parents and home providers.							
2 Keeps parents and home providers aware of program content and progress.							
3 Works cooperatively as a team member.							
4 Works cooperatively and effectively with the administration.							
5 Works cooperatively with community service agencies.							
6 Displays good rapport with students.							
7 Seeks appropriate assistance when needed.							
D. LEADERSHIP							
1 Provides a positive learning atmosphere for all students.							
2 Supervises, directs and evaluates teacher assistants, student teachers, interns, vocational students, and volunteers as necessary.							
3 Demonstrates professional improvement through in-service, conference attendance, college courses, and other professional development activities.							
4 Initiates improvements to programs.							
5 Provides impairment awareness to general education, students, and staff as appropriate.							
6 Works with general education staff to successfully integrate students.							
E. APPLICATION OF JOB KNOWLEDGE							
1 Addresses specific needs of students: augmentative devices, tube feedings, etc.							
2 Assists in the facilitation of transition needs of all students and other health care and accessibility devices.							
3 Updates curriculum on a continuing basis.							
4 Completes other duties as assigned by the St. Joseph County ISD Administration.							

Employee's Signature _____ Date _____ Assessor's Signature _____ Date _____

RATING GUIDELINES		
EXCEEDS EXPECTATIONS: <ul style="list-style-type: none"> • Exceeds major expectations of the job description. 	MEETS EXPECTATIONS: <ul style="list-style-type: none"> • Meets expectations of the job description. 	NEEDS IMPROVEMENT: <ul style="list-style-type: none"> • Needs improvement to meet the minimum requirements of the job description.
DOES NOT MEET EXPECTATIONS: <ul style="list-style-type: none"> • Does not meet minimum expectations of the job description. • Improvement Plan is needed. (See attached.) • Re-assessment needs to be done in 30 days. • Termination could result. 		

ATTACHMENT E
NAMED EMPLOYEES NOTED ON PAGE 33

The following employees are noted on Page 33:

Amy Burnett-Butler
Janet Dickerson
Dara McLeod
Audrey Neal-Gifford