

MASTER AGREEMENT

BETWEEN THE

BOARD OF EDUCATION

OF

**CALHOUN INTERMEDIATE SCHOOL
DISTRICT**

AND THE

**CALHOUN INTERMEDIATE EDUCATION
ASSOCIATION, MEA/NEA**

2009-2011

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
1. RECOGNITION	1
2. BOARD RIGHTS	3
3. ASSOCIATION RIGHTS AND RESPONSIBILITIES.....	4
4. VACANCIES	7
5. EVALUATION PROCEDURES	8
6. DISCHARGE AND DEMOTION.....	10
7. LAYOFF AND RECALL.....	11
8. RETIREMENT.....	15
9. COMPENSATION.....	16
10. INSURANCE.....	18
11. WORKING DAYS AND HOURS.....	21
12. SICK LEAVE.....	22
13. LEAVES OF ABSENCE	25
14. MEETINGS AND CONFERENCES	33
15. GRIEVANCE PROCEDURES	34
16. FEES - STUDENT TEACHING.....	36
17. IN-SERVICE EDUCATION.....	36
18. MISCELLANEOUS	37
19. DURATION	40
APPENDIX A - SALARY SCHEDULE	41
APPENDIX B – 2009-2010 CALENDARS	44
APPENDIX C – JOB PERFORMANCE EVALUATION FORMS	45-51
LETTER OF AGREEMENT – Starr	52
LETTER OF AGREEMENT – One-time stipend	53
LETTER OF AGREEMENT - \$85/\$95 Monthly Premium Share	54

PREAMBLE

The Board of Education of Calhoun Intermediate School District (hereinafter referred to as the "Board", "Intermediate School District", or the "District") and the Calhoun Intermediate Education Association, MEA/NEA (hereinafter referred to as the "Association", or the "CIEA") agree that the following statement of principles and policies is adopted to provide for the best possible education for the students in the local school districts receiving services from the Calhoun Intermediate School District and for the welfare and professional growth of the professional employees employed by the District.

The attainment of objectives of the program of the District requires mutual understanding and cooperation among and between the Board, the administration and professional employees of the District.

To this end, a free and open exchange of views through fixed and established channels of communication is both desirable and necessary with all parties participating through their properly selected representatives in the deliberations leading to the determination of those matters affecting the welfare and performance of professional employees.

1. RECOGNITION

A. The Board extends to the Calhoun Intermediate Education Association sole and exclusive negotiating rights on behalf of all professional employees regularly employed by the district in, but not limited to, the following categories:

1. Special Education Teachers.
2. School Social Workers.
3. School Psychologists.
4. Occupational Therapists.
5. Physical Therapists.
6. Teacher Consultants for Special Education.
7. Teachers of the Homebound and Hospitalized
8. Teachers of the Speech and Language Impaired.
9. Other professional employees whose employment requires teacher certification (or approval, authorization or licensure, as applicable).

B. Specifically excluded are:

1. Substitute or Temporary Employees. A temporary employee is one hired to fill a position for a regular bargaining unit member on approved leave. The temporary employee, on an annual basis, will be given a contract which will not exceed 10 months in duration. If the permanent teacher hired is the same teacher who has been filling that position on a temporary basis, that teacher's seniority and salary step will be from the date hired to fill the temporary position.

A substitute employee is defined as one hired for a regular bargaining unit member who is absent for an indefinite period of time due to illness or similar situations. A substitute teacher may also be used for up to 30 working days when a vacancy is posted and while the Board is actively seeking a permanent replacement.

2. Employees who supervise, directly or indirectly, any member of the bargaining unit.
3. Employees of regional programs administered by the Board as fiscal agent.
4. Administrative, Clerical, Custodial, Technical and Food Service Personnel.
5. Teacher Assistants.
6. All Calhoun Area Career Center Employees.
7. Early-On/Child-Find Coordinator
8. All other employees of the District.

The term "employee" when used in this Agreement shall mean all professional employees covered by this Agreement. There shall be three classifications of employees under this Agreement:

1. "Tenure" employees, which shall be defined to include certificated employees holding assignments for which certification is required, according to the provisions of the Teachers' Tenure Act, who have completed the probationary period required by the Tenure Act and who have not been denied tenure.
2. "Non-tenure" employees, which shall be defined to include those employees who are not eligible for tenure status according to the provisions of the Tenure Act but who hold state approval or state authorization appropriate to their assignment and who have at least four years of experience in the District.
3. "Probationary" employees, which shall be defined to include all remaining employees in the bargaining unit exclusive of "tenure" and "non-tenure" employees as above defined.

This Agreement shall neither be construed nor interpreted to confer tenure upon any bargaining unit member in any capacity other than as a teacher for "tenure" employees who have satisfied the probationary period required by the Tenure Act.

- C. It is further understood that any and all tentative agreements arrived at by the negotiating committee of the Board and the Association are subject to ratification, in accordance with law. Once ratified, this Agreement may be amended at any time by mutual written consent.
- D. If any provision of this Agreement is found contrary to law, then such provision shall be deemed null and void. All other provisions shall continue in full force and effect.

2. BOARD RIGHTS

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Calhoun Intermediate School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:
 - 1. The supervision, direction and control of the management and administration of the District, its properties and facilities.
 - 2. The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote or otherwise discipline employees under the standards set forth in Article 6 of this Agreement and to promote and transfer employees.
 - 3. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
 - 4. The selection of textbooks and teaching materials, and various teaching aides.
 - 5. The right to determine class schedules, class size, the hours of instruction and assignment of teachers with respect thereto.

- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

3. ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Formulation of Policies.

1. The Association is encouraged to make its views known to the Board relative to personnel policies.
2. It is understood and agreed that employees shall be encouraged to participate in a free and open exchange of ideas and opinions without fear of any form of reprisal.

B. Budget and Finance.

Upon request, the Board shall provide to the Association official financial reports.

C. Payroll Deduction.

The Board of Education authorizes payroll deduction of employees' membership dues and service fees to the local professional Association, MEA/NEA; MESSA or equivalent insurance, the School Employees' Credit Union, U.S. Bonds, and for Tax Sheltered Annuities upon the written request and authorization of the employee.

D. Records of Absence.

Sick leave records shall be kept on a fiscal year basis and reported to individual employees annually as of June 30, or at any time during the fiscal year that the entitlement becomes depleted. Salary adjustment will be made at the rate of one working day's pay for each unpaid leave day taken.

E. Orientation for New Employees.

The Board shall insure that each newly appointed employee receives sufficient information to acquaint him with the operations of the department to which assigned. Employees shall also be advised as to employee benefits and responsibilities and Board of Education policies, and such other appropriate information as they may need or request. This latter requirement shall have been satisfied by the Board supplying each employee with a copy of this Agreement, and providing access to a copy of Board policies at each work location.

F. Time for Association Business.

The Association and its members shall be permitted to meet one (1) hour per month during normal working hours to conduct the business of the Association, scheduled at such time as not to interfere with school district needs. In addition, the Association shall be credited with ten (10) days each year to be used by officers or representatives of the CIEA with such use to be at the discretion of the CIEA. The CIEA agrees to notify the Board no less than forty-eight (48) hours in advance. The CIEA further agrees that such days shall not be used to support or to participate in any strike activity. Should a substitute be necessary, the Association agrees to pay for the cost of the substitute and, if a substitute cannot be obtained, the Superintendent may deny the absence.

G. Student Records.

The Board, or its agent, shall, in writing, inform employees as to what information shall be included in CA 60's.

H. Each employee covered by this Agreement between the District and the Association shall, on or before thirty (30) days from the date of commencement of professional duties, either join the Association or pay a service fee equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law; provided, however, that the bargaining unit member may authorize payroll deduction for such fee pursuant to ¶C of this Article. In the event that a bargaining unit member shall not pay membership dues or the service fee directly to the Association or authorize payment through payroll deduction, the District shall, at the request of the Association, deduct the service fee from the bargaining unit member's salary and remit same to the Association under the procedure provided below.

1. The procedure in all cases of non-payment of the service fee shall be as follows:

- a) The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b) If the employee fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to the opening paragraph above.
 - c) The Board, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized payroll deduction for same.
2. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
 3. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non- members, along with other required information, may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the 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.

4. 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 implementing the provisions 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 employee whose wages have been subject to involuntary deduction under this Article. Provided, that no such settlement shall create any financial or other obligation upon the District without official approval of the Board.
5. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional dues or service fees, the amount of said professional fees and 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.

4. VACANCIES

- A. A job description including qualifications, essential job functions and responsibilities shall be developed for all unfilled professional staff positions and shall be distributed to current and newly hired employees. All currently employed certified and qualified staff members shall be given first consideration for appointment to vacant bargaining unit positions. The administration reserves the right to select the applicant (internal or external) who is best qualified for the vacancy.
- B. No vacancy in a professional position shall be filled, except in case of emergency, until such vacancy shall have been posted for at least five (5) working days.
- C. No vacancy shall be posted that can be filled through recall of a laid off bargaining unit member under Article 7 of this Agreement.

- D. For purposes of assignment or retention under this Agreement, the term “certified” shall mean that the bargaining unit member possesses either a Michigan teaching certificate and endorsement appropriate to his/her assignment or, if certification is not required for the bargaining unit member’s assignment, the appropriate license, approval or authorization (as applicable).

In addition to certification, each bargaining unit member must meet the qualification standard, which is applicable and appropriate to his/her assignment, for a “highly qualified” teacher under the No Child Left Behind Act of 2001, including the amendments accomplished by the Individuals with Disabilities Education Improvement Act of 2004.

5. EVALUATION PROCEDURES

- A. The Board will insure that each probationary employee is evaluated at least once each year and tenure and non-tenure employees at least once each three years in accordance with the following.
1. Employees will be informed of evaluative procedures and instrumentation and advised as to who shall observe and evaluate their performance. Evaluation documents have been incorporated as Appendix C.
 2. Monitoring or observing the work performance of an employee will be done openly. Covert surveillance, including the use of electronic devices, will not be used without the full knowledge and permission of the employee.
 3. The formal evaluation will be preceded by at least two (2) working observations, each of which shall be at least thirty (30) consecutive minutes in duration.

Evaluations will be discussed with employees not later than ten (10) working days after the date of the last formal observation supporting the evaluation, if either the employee or the evaluator requests a post-evaluation conference.

Other observable behavior which may result in negative evaluation will be reported to the employee within seven (7) working days of the occurrence.

4. If a staff member (other than a probationary bargaining unit member) is identified by the evaluating administrator as being unsatisfactory or needing improvement, a meeting shall be convened to discuss in detail performance problems being experienced by the employee. The supervising administrator shall develop or amend a written Individualized Development Plan (IDP) to bring about desired changes in the employee's identified performance problem areas. The evaluating administrator and the employee shall be jointly responsible for implementing the IDP. The evaluating administrator shall make whatever observations are necessary to determine if the objectives of the IDP are being attained by the employee.

The IDP shall specify a time interval for desired performance remediation, which will normally not exceed (2) semesters.

5. Each employee will be provided with a signed copy of the formal evaluation. The employee shall sign for receipt of the evaluation at the time it is provided to him/her. This signature does not mean that the employee is in agreement with the formal evaluation.
6. Employees will be informed of any evaluative data which is to be included in their respective personnel files and given an opportunity to discuss it with the evaluator.
7. If an employee does not agree with an evaluation report or other written report prepared for his personnel file, he shall have an opportunity to discuss the report with his immediate supervisor and the Superintendent.
8. As a condition of continued employment, each probationary teacher subject to the professional development requirements of Section 1526 of the Revised School Code (or its successor provision) shall complete those requirements within the time provided by statute. The Board shall not be obligated to compensate the probationary teacher for either the time connected with completion of these requirements or for other costs such as enrollments, course and/or registration fees.

9. A probationary teacher's supervising administrator shall provide the probationary teacher with an IDP at a conference called by the evaluator for that purpose. The probationary teacher shall be consulted in the formulation of the IDP and shall sign a statement on the IDP attesting to that involvement and acknowledging receipt of the IDP.
- B. Evaluation shall be in writing. Copies of completed evaluations shall be placed in the employee's personnel file maintained in the Human Resources Office along with any written responses the employee may wish to make to such evaluations
- C. Each employee shall have the right upon request to review the contents of his personnel file with or without a representative of the Association. The review will be made in the presence of the person responsible for the safekeeping of such files.

The Board and the Association recognize that employee personnel records maintained by the District are subject to disclosure under the Freedom of Information Act, as interpreted and applied by Michigan appellate courts. If the District is served with a Freedom of Information Act request (or a subpoena or other request for civil discovery) it will notify the bargaining unit member of the request, in advance of complying with the disclosure request. Notice is sufficient if sent by the District to the bargaining unit member's address of record, as on file in the District's central office.

6. DISCHARGE AND DEMOTION

- A. Discharge, demotion, or other involuntary change in the employment status of an employee shall be for just cause. However, the just cause standard shall not be applicable to "probationary" employees as defined in Article I of this Agreement.
- B. The Association may support a teacher seeking a remedy under either the Tenure procedure, if applicable, or through arbitration; however, should the teacher elect to pursue the Tenure procedure, such election will bar any further or subsequent proceedings under the grievance/arbitration provisions of this Agreement.

7. LAYOFF AND RECALL

A. Layoff Procedure.

In order to promote an orderly reduction in bargaining unit personnel when the educational program, curriculum and staff is curtailed, the following procedure will be used.

1. Probationary employees shall be laid off first in inverse order of seniority within each job classification, which is affected by the reduction. A probationary employee shall not be laid off unless there is a tenure employee who is certified (where required) and qualified, or a non-tenure employee who is state approved, authorized and/or licensed (as applicable) and qualified who is available to perform the duties of the position the probationary employee is vacating, unless the position that the probationary employee is vacating is being eliminated altogether.
2. If reduction of bargaining unit personnel is still necessary, then tenure and non-tenure employees in the specific positions within the classifications being reduced or eliminated shall be laid off in the following order:
 - a. Temporarily state-approved (authorized, licensed, as applicable) or temporarily certificated personnel in inverse order of seniority.
 - b. Fully state-approved or certificated (authorized, licensed, as applicable) personnel in inverse order of seniority.

Inverse order of seniority means that those within the affected classification(s) with least seniority are to be laid off first. For the purposes of this Article "seniority" is defined to mean the amount of time an individual is continuously employed as a member of the bargaining unit within the District.

- c. Seniority in the context of reduction within a classification may be bypassed in the event that the remaining members of the affected classification are not certified and qualified to staff the remaining assignments within the classification.

- d. Nothing in this Article shall be interpreted or applied to give a more senior probationary or non-tenure bargaining unit member priority over a less senior tenure teacher where both are certified and qualified for the same assignment.
3. For purposes of this Article,
 - a. “classification” shall mean areas of certificate endorsement, approval or state authorization. For example, Emotionally Impaired (EI) constitutes a single classification.
 - b. “certified” or “certification” and “qualified” shall have the meanings set forth in Article 4 ¶D of this Agreement.
4. A tenure, probationary or non-tenure employee who is identified for reduction pursuant to this Article has the right to be placed in a bargaining unit position for which he has full certification (for positions requiring certification) or state approval (authorization, licensure, as applicable) and for which the employee is qualified, as of the time of layoff, which is occupied by an employee with less seniority. The exercise of seniority is subject to the limitation established in ¶A (2)(d) of this Article. Any exercise of this right by a bargaining unit member must be made, in writing, within ten (10) days of his or her receipt of a layoff notice.
5. Prior to the issuance of layoff notices, CIEA will be given an opportunity to make specific recommendations regarding the particular implementation of layoff procedures planned by the District.

The Board shall give written notices to employees laid off pursuant to this Article no later than forty-five (45) days prior to the date that the layoff will be implemented. The above requirement shall apply to initial notification of layoff but shall not apply to displacement of bargaining unit members caused by bumping under ¶A (4) of this Article.

Each year, the Board shall prepare a seniority list by certification and classification and transmit a copy of the same to the Association and to each bargaining unit member on or before the 1st day of November. The seniority list shall be updated by May 1. If no objections to the seniority list are received within thirty (30) days from its distribution, the Board's list shall be regarded as

conclusive. In the event more than one individual has the same date of hire, all individuals so affected will participate in a drawing for each date of hire, to determine placement on the seniority list. Such drawing shall occur only once. The Association and bargaining unit members so affected will be notified in writing of the date, place, and time of the drawing, and given the opportunity to be present. The first name drawn shall be the first name on the seniority list for that date, and proceed in that order. The Board shall draw the first name and the Association shall draw the second and proceed alternately until all names are drawn.

B. Recall Procedure.

1. Bargaining unit members on layoff shall be recalled in order of seniority, provided the more senior bargaining unit member is certified (for positions requiring certification) or state approved or authorized or licensed (as applicable) and is qualified to fill the vacant assignment. Vacant positions that can be filled through this recall procedure shall not be posted under Article 4 of this Agreement.
2. No new personnel shall be employed by the Board to fill vacant bargaining unit positions while there are properly certified (for positions requiring certification) or state approved or authorized or licensed (as applicable) and qualified bargaining unit members on layoff status.

No probationary employee shall be recalled prior to a tenure or non-tenure employee who is certified (for positions requiring certification) or approved or authorized or licensed (as applicable) and qualified to fill the available assignment, except where this would violate the rights of a bargaining unit member under the Teachers' Tenure Act, MCLA 38.171 et seq.

3. The Board shall give written notice of recall from layoff by sending a certified letter to said employee at his/her last known address. It shall be the responsibility of each employee to notify the Board of any changes in address by certified letter. The employee's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or other notices to employees.
4. An employee on layoff status will be considered to have voluntarily terminated his/her employment if:

- a. He/she fails to respond to a letter of recall within ten (10) calendar days of the date received by sending a certified letter indicating intent to return by the reporting date specified in the recall notice and reporting for work on that date, unless otherwise excused in advance by the administration.
 - b. A laid off bargaining unit member (with the exception of probationary employees) employed under contract by another Michigan K-12 or Intermediate School District at the time of recall may properly refuse recall. However, if the bargaining unit member is offered a position by July 1 at CISD for the ensuing school year, the teacher's refusal of the offer shall constitute a resignation and his/her employment shall automatically terminate.
5. Probationary teachers shall remain on the recall list and shall be eligible for recall for a period not to exceed two (2) years from their effective date of layoff, or their length of service with the District whichever interval is shorter. At the expiration of the recall period all rights to re-employment are automatically lost. Tenured teachers and other non-tenure bargaining unit members (as those terms are defined in Article 1) shall remain on the recall list and shall be eligible for recall for a period not to exceed five (5) years from their effective date of layoff. At the expiration of the recall period all rights to re-employment are automatically lost.

C. Employees - Special Grants.

Employees whose salaries are paid from special grant funds may have their employment terminated when such funds are no longer available, provided the positions remain unfilled. Efforts to secure renewal of grants to continue employment of employees whose salaries are paid from these funds will be made unless the Board decides to discontinue the project.

- D. An employee shall provide written notice to the Board and Association of any change to his/her certificates, endorsements, licenses, authorizations, approvals or qualifications, after the original filing of same with the Board. This shall include notice of attainment of "highly qualified" status under the No Child Left Behind Act, any additional endorsements, certificates, renewals, authorizations, approvals, as well as expirations, revocations and any limitations thereon. The employee shall further notify the Board and Association, in writing, in the event

that he/she petitions the State Board Education for nullification or limitation of his/her certificate, one or more endorsements thereon or a grade level certification appearing on the certificate.

The certification (and/or approval or authorization or licensure) and qualifications of an employee to be laid off shall be the certification (and/or approval or authorization or licensure) on file with the Board at the time the notice of layoff is sent. The certification (and/or approval or authorization or licensure) and qualifications of an employee to be recalled from layoff shall be the certification (and/or approval or authorization) and qualifications on file with the Board at the time the notification of recall from layoff is sent. It is the employee's duty to make sure the Board's records are correct and to notify the Board, in writing, of any inaccuracies or changes in the employee's certification and qualifications.

8. RETIREMENT

Upon retirement under the provisions of the Michigan Public School Employees Act, employees who are eligible to begin drawing retirement benefits immediately and choose to do so shall be paid at their annual rate for any accumulated sick leave up to 95 days.

Eligible employees who are at maximum sick leave accumulation under Article 12 ¶C of this Agreement at the time of their retirement shall be paid at their annual rate for an additional fifteen (15) days (total of 110). All such employees must have been employed by the Calhoun Intermediate School District at least ten years (10) in order to be eligible for this benefit.

If, at a later date, the employee shall for any reason return to employment in the Calhoun Intermediate School District, the employee will not be eligible for these benefits a second time.

Employees hired after July 1, 1990, but before October 1, 2000, must have been employed by the Calhoun Intermediate School District at least fifteen (15) years in order to be eligible for this benefit.

Bargaining unit members hired on or after October 1, 2000 must have twenty (20) years of service in order to be eligible for this benefit.

9. COMPENSATION

A. Salaries

1. The salaries of employees covered by this Agreement are set forth in Appendix A., which is attached and is part of this Agreement.
2. Employees whose contract requires that they work a greater or lesser number of days than those specified in Appendix A will have their salaries pro-rated on the number of designated contractual working days. Employees requested to work beyond designated contractual days will be paid their pro-rata daily rate. It is agreed that any such bargaining unit work shall first be offered to certified, (authorized or approved, as applicable) and qualified bargaining unit members who have declared themselves available for that work.
3. Newly hired employees may be allowed credit for no more than their actual years of professional experience which may include up to two (2) years of military service.
4. Newly hired employees (i.e. hired on or after 7-1-94) who first begin work between July 1 and January 31 will receive a full step advancement on Schedule A at the commencement of their next school year. If an employee starts work on or after February 1, but before July 1, he/she shall remain on his/her original step of placement for the duration of his/her next succeeding school year.
5. Step advancement for bargaining unit members on leave of absence will be regulated in accordance with Article 13 ¶K (2) of this Agreement.

B. Mileage.

Employees required to use private cars on official business shall be reimbursed monthly at the current IRS rate for business expense upon the submission of a properly prepared expense voucher.

C. Individual Contract.

The individual contract, executed between each teacher and the District is subject to the terms and conditions of this Agreement. It is specifically agreed that this Agreement takes precedence over and governs the individual contract. Employee contracts shall state the beginning and ending dates of employment and the number of working days.

D. Workers' Compensation.

A bargaining unit member may elect to receive the difference between his/ her regular salary and the amount received as workers' compensation benefits. Such difference in salary shall be computed on a percentage basis, and this same percentage shall be deducted from the bargaining unit member's sick leave accumulation. For example, if workers' compensation pays sixty percent of full pay, sick leave may be utilized to pay the remaining forty percent and the bargaining unit member's sick leave accumulation shall be charged .4 of a day for each day so used.

It is further agreed, for purposes of Section 354 of the Workers' Disability Compensation Act, that the exchange of a sick day (or part thereof) in return for the payment of a salary differential by the School District constitutes a direct contribution to this Plan by the bargaining unit member which precludes differential salary payment pursuant to Section 354 (b) of the Workers' Disability Compensation Act, MCL 418.354.

Provided the District shall not be required to permit proportional use of sick days where a bargaining unit member is concurrently receiving workers' compensation benefits in the event that the District's workers' compensation carrier determines that such sick leave payments are required to be coordinated under Section 354 of the Workers' Compensation Act, MCL 418.354.

In the event that such a determination is made, the Board agrees to immediately notify the Association.

- E. When a bargaining unit member is selected by the district and agrees to serve as a mentor for another bargaining unit member, the mentor shall be paid \$400 per year for the first year of mentoring, \$300 for the second year and \$250 for the third year.

10. INSURANCE

- A. The Board shall provide the following MESSA- PAK for a full twelve (12)-month period beginning September 1 for each full- time employee and his/her eligible dependents. Employees not electing Plan 1 will elect Plan 2. Any contribution amounts exceeding the Board's subsidy shall be payroll deducted.

Employees in Plan 1 will have a \$75 per month payroll deducted for insurance; part-time employees enrolled in Plan 3 will pay a pro-rated share of the \$75 per month employee contribution in addition to the amount of premium for which they would otherwise be responsible due to their part-time status.

If the premium for Plan 1 increases on July 1, 2010 by more than five percent (5%) but less than ten percent (10%), employees enrolled in Plan 1 shall have \$85 per month deducted for insurance effective September 1, 2010. If the premium for Plan 1 increases on July 1, 2010 by ten percent (10%) or more, employees enrolled in Plan 1 shall instead have \$95 per month deducted for insurance premiums effective September 1, 2010.

Plan 1

- | | |
|---------------------|--|
| a. Health Insurance | MESSA Choices II, With AI Rider (Effective March 1, 2010) \$10/\$20 RX Co-Pay; \$100/\$200 In Network Deductibles; \$250/\$500 Out-Of-Network Deductible; (\$100/\$200 And \$250/\$500 Deductibles To Become Effective March 1, 2010); \$5/\$10/\$25 OV/UC/ER Co-Pay |
| b. Dental Insurance | Delta Dental Plan E007 |
| c. Vision Insurance | VSP 3 Gold
Effective March 1, 2010 |
| d. Life Insurance | Negotiated life insurance in the amount of \$35,000 (\$70,000 Effective March 1, 2010) which provides double benefits in case of accidental death and triple benefits in case of death while a passenger on a commercial carrier. |

Plan 2

- a. Dental Insurance Delta Dental Plan E007
 - b. Vision Insurance VSP 3 Gold
Effective March 1, 2010
 - c. Life Insurance Negotiated life insurance in the amount of \$40,000, (\$70,000 Effective March 1, 2010) which provides double benefits in case of accidental death and triple benefits in case of death while a passenger on a commercial carrier.
 - d. Cash or Non-taxable options Up to the MESSA Choices II single subscriber rate for MESSA/MEA Financial Services non-taxable options or cash through the Section 125 Plan administered by the District.
- B. Part-time employees are not eligible for the above PAK but shall be able to select one of the following:

Plan 3

- a. Health Insurance MESSA Choices II (same specifications as Plan 1, above) prorated based on portion of a full-time assignment worked.
- b. Dental Insurance Delta Dental Plan E007 (fully paid)
- c. Life Insurance Negotiated Life Insurance in the amount of \$15,000 (\$30,000 Effective March 1, 2010) which provides double benefits in case of accidental death and triple benefits in case of death while a passenger on a commercial carrier.

Board premium contributions for Plan 3 for part-time bargaining unit members shall be a pro-rated amount of the Board premium contribution for full-time bargaining unit members specified in Plan 1, above.

Plan 4

- a. Dental Insurance Delta Dental Plan E007

- b. Life Insurance Negotiated Life Insurance in the amount of \$20,000 (\$35,000 effective March 1, 2010) which provides double benefits in case of accidental death and triple benefit in case of death while a passenger on a commercial carrier.

- c. Cash or Non-taxable options Up to the MESSA Choices II single subscriber rate, pro-rated based on the portion of a full-time assignment worked, for MESSA/MEA Financial Services non-taxable options or cash through the Section 125 Plan administered by the District.

- C. All insurance coverage shall be of twelve (12) month duration for those employees whose contract covers a period of time of at least nine months during a fiscal year. An employee who is terminated before the end of his/her annual contract or who commences work after the beginning of a school year, or who is on unpaid leave during a school year, (except as may otherwise be required by the Family and Medical Leave Act) shall have these benefits pro-rated for the period of time actually employed. Employees placed on layoff status shall have insurance premiums paid on their behalf for two (2) months following the month in which the layoff becomes effective.

- D. Employees on unpaid leaves of absence or otherwise not in a pay status shall not be entitled to Board-paid insurance benefits, except as is otherwise required by the Family and Medical Leave Act. Coverage may be continued to the extent permitted by the insurance carrier only if the employee pays the full premium, except where the Board is required to remit premium on behalf of the employee under the terms of the Family and Medical Leave Act.

- E. It shall be the responsibility of the bargaining unit member to comply with all requirements for coverage specified by the insurance carrier and/or insurance policyholder, including responsibilities for enrollment and submission of all information necessary for claim processing and/or claim administration.

- F. All disputes regarding coverage and claims processing shall be between the bargaining unit member and the insurance policyholder and/or insurance carrier. Such disputes (except the District's failure to make premium contributions specified in this Article), shall not be subject to the grievance procedure in this Agreement.

11. WORKING DAYS AND HOURS

A. Calendar.

1. The annual Calhoun Intermediate School District calendar shall be negotiated annually and, once agreement is reached, shall be an official part of this Agreement. The calendar shall be in conformance with any agreed-to "common calendar" by constituent school districts except that it shall require no fewer than 189 working days for full-time employees, and shall not violate any other portion of this Agreement.
2. All employees whose contract calls for 189 working days or less shall follow the adopted calendar.
3. Schedule for 189-working-days contract employees assigned to Doris Klaussen Developmental Center or the Juvenile Home shall include two working days for orientation and classroom preparation before students report in the fall; and two additional working days without students - one as early in the fall as practicable and one after final day for students - to be used for planning and record keeping.
4. Employees who are required to work more than 189 working days per year shall have the exact number of working days specified in their individual employment contracts. It is recognized that the number of working days specified are subject to change due to funding considerations, enrollment/program conditions, third-party contracts and similar conditions.
5. Employment contracts for Starr Commonwealth shall normally be for 224 working days and shall commence on July 1. It is recognized that the number of working days specified are subject to change due to funding considerations, enrollment conditions, third-party contracts and similar conditions.

6. Any days that the Starr program is in operation beyond the 224 contract days shall be identified as discretionary leave days. Discretionary leave days shall be subject to prior approval by the District in order to avoid schedule conflicts and to assure adequate staffing.

Should there be less than nine (9) discretionary days as defined above, the employee may arrange (upon prior approval of the District) to work two (2) additional days when the educational program is not in session. These days, if granted by the District, will be exchanged for two (2) subsequent work days so that the employee may utilize a combination of discretionary and trade days as per the Letter of Agreement on page 55 of this Agreement, at some time other than Christmas.

B. Working Hours.

1. In no event shall working hours for employees be less than thirty-five (35) per week. The Board and the Association recognize that professional employees are sometimes required to perform their duties outside of normal working hours
 - a. Working hours for the Doris Klaussen Developmental Center, Starr Commonwealth and the Juvenile Home shall be determined by the program supervisor, provided the total working hours in any single week do not exceed those prescribed in this Article.
 - b. Working hours for itinerant employees and those assigned to CISD classrooms in constituent school districts shall be determined by the schedules of the systems served.
 - c. Exceptions to the above may be made according to department and program needs.

12. SICK LEAVE

- A. All regular full-time employees will be allowed one day's absence per month of employment, and all regular employees working at least one-half time but less than full-time will be allowed one-half day's absence per month of employment without loss of salary for the following reasons:

1. Personal illness or quarantine.
 2. Serious illness in the immediate family, interpreted to mean husband, wife or child.
 3. Up to seven (7) sick days during a fiscal year (July 1-June 30) may be taken by an employee to care for a seriously ill parent or step-parent. When sick leave is utilized to care for a seriously ill parent or step-parent, the employee will report that utilization, in writing, to the business office.
 4. Up to five (5) sick days during a fiscal year (July 1 – June 30) may be taken by an employee to care for a seriously ill brother or sister. When sick leave is used for this purpose, the employee will report that utilization, in writing, to the business office.
- B. Employees will be credited with a full year's entitlement as of the date of employment (assuming a full contract year; otherwise will be pro-rated for the term of employment). For example: Employee is contracted for ninety-four (94) days, he/she will be credited with five (5) sick leave days. Days will be paid at employee's regular rate.
- C. At the end of each year, any unused portion of the days earned shall be accumulated up to a maximum of two hundred ten (210) days.
- D. Employees on one hundred eighty-nine (189) day contracts shall be considered as employed ten (10) months per year.
- E. The smallest increment of sick leave that shall be accounted for is one-half (1/2) day.
- F. A sick leave bank designed to provide employees with income protection due to a long term major physical or mental disability is established as follows:
1. Each employee contributed one (1) of his/her sick leave days for the 1990-91 school year to the sick leave bank. During this initial year the Board contributed a like number of days to the sick leave bank. In any subsequent year when the bank falls below fifty (50) days, each employee will contribute an additional day to the bank.

If the employee has exhausted his/her sick days at the time of the assessment, the one (1) day will be deducted from his/her personal leave. If personal leave is not available, the one (1) day shall be deducted from sick leave at the beginning of the next fiscal year.

All newly hired bargaining unit members shall, upon hire, contribute one (1) day to the sick leave bank.

2. Employees will be eligible to apply for withdrawal of sick leave days from the bank when they have suffered a major disability, and after the expiration of the greater of (1) the employee's accumulated sick leave, or (2) a waiting period of thirty (30) work days during the calendar year.
3. The maximum withdrawal for any one twelve (12) month employee cannot exceed one hundred (100) sick days in a two (2) year school calendar period. Also, the maximum withdrawal for a single disability shall not exceed one hundred (100) sick days. The amount for ten (10) or eleven (11) month employees shall be pro-rated.
4. When a bargaining unit member returns to work following a disability, and he/she has a recurrence of the same disability within the six (6) month period immediately following return to work, he/she may request a waiver of the waiting period from the Sick Leave Bank Review Committee.
5. Disabilities incurred on or after January 1, 1991, will be considered eligible for the sick leave bank. Disabilities sustained prior to January 1, 1991, are excluded.
6. The Board is not liable and will not extend any sick leave days beyond the days that are available in the bank.
7. Employees who anticipate a need to apply for withdrawal from the sick leave bank are to notify the Superintendent or his/her designee for information regarding the necessary application procedures.

Applicants shall be expected to provide medical proof of disability and must be willing to submit to an examination by a physician appointed by the Board, at Board expense, if requested.

8. Each application for withdrawal from the sick leave bank will be reviewed by a committee comprised of three (3) Association representatives appointed by the Association and three (3) representatives of the Board. If a decision cannot be reached by the committee, this shall constitute a denial of that particular request to access the sick leave bank.
 9. Bargaining unit members shall not draw sick leave bank days while they are receiving statutory or contractual income protection benefits funded by the school district.
 10. The Sick Leave Bank Review Committee will be responsible for development and dissemination of application procedures to all bargaining unit members. The Sick Leave Bank Committee, upon granting a request for withdrawal, shall give written notice of the decision to the Superintendent (or designee). The Sick Leave Bank Committee shall be responsible for maintenance of proper records of its business and shall make available such records to the Board upon request.
- G. For purposes of the Family and Medical Leave Act, sick leave which is allowed and utilized under this Article shall be charged against the employee's leave entitlement under the Family & Medical Leave Act at the election of either the Board or the employee. This shall apply to:
1. Sick leave which is utilized pursuant to ¶A(2) of this Article to care for a family member (child or spouse) with a serious health condition, including where an employee must make arrangements for necessary medical and/or nursing care.
 2. Sick leave which is utilized pursuant to ¶A(1) of this Article due to a serious health condition which renders the employee unable to perform the functions of his/her job.

<p>13. LEAVES OF ABSENCE</p>

- A. Extended Illness/Disability Leave.
 A bargaining unit member who is incapacitated or disabled due to personal illness or disability and who has exhausted all earned and accumulated sick leave shall be placed on an extended unpaid leave of absence for the duration of his/her illness or disability for a period of up to six (6) months from the date upon which sick leave was exhausted.

Such leave will be granted without pay or increment and may be extended for an aggregate period not to exceed one (1) year from the date on which sick leave was exhausted.

A bargaining unit member anticipating an extended period of illness or disability may voluntarily elect to apply for leave under this paragraph as opposed to utilizing his/her accumulated sick leave or any portion thereof. Provided that either the District or the bargaining unit member shall have the right to substitute the bargaining unit member's accumulated sick leave for leave taken under the Family and Medical Leave Act. The Board will continue to pay insurance premium contributions (as required by Article 10) during such leave for a period not to exceed ninety (90) days.

B. Child/Family Care Leave.

1. Bargaining unit members who meet the eligibility requirements of the Family and Medical Leave Act (FMLA) shall be allowed unpaid leave of up to twelve (12) weeks (in a twelve month period) for the birth and care of their child, adoption or foster placement, with the entitlement to this leave expiring at the end of the twelve (12) month period beginning with the date of the child's birth, adoption or foster placement (as applicable).

Up to twelve (12) weeks leave shall be allowed (not to exceed a total of twelve weeks of FMLA leave in a twelve month period), if the bargaining unit member is required to care for a spouse, parent, son or daughter who has a serious health condition.

The Board will continue to pay insurance premium contributions (for the insurance coverages specified in Article 10) during the period of such leaves, not to exceed twelve (12) weeks in a twelve (12) month period.

2. Employees who are not eligible for mandatory FMLA leave as referenced under ¶B(1) of this Article or who desire time beyond the twelve (12) weeks may request a leave of absence (or extension of an FMLA leave) for the purposes specified above. Requests will only be granted in cases where there are compelling reasons requiring the presence of the employee.

Leaves will not exceed one (1) year [inclusive of any leaves taken under ¶B (1) of this Article] and will only be granted without pay of other employee benefits.

Approval will be at the sole discretion of the Board of Education.

C. Military leave

Employees granted leaves of absence from the Intermediate School District for military service shall receive year-for-year credit for that service on their employment (i.e. salary placement and seniority) in the Intermediate School District.

D. Jury Duty.

Employees will be granted a leave for jury duty with difference in pay allowed. Regular salary will continue providing all pay, except expenses, received as a juror is turned over to the Board of Education.

E. Sabbatical Leave.

Professional employees who have completed seven consecutive years of full-time employment or equivalent in the Calhoun Intermediate School District may be granted a sabbatical leave of absence for six months or for one year for the purpose of travel or study in pursuit of wider knowledge and a greater skill in their professional position.

The employee will be paid fifty percent (50%) of the salary he would normally receive for the six month period or year he/she is on leave, provided he/she signs an agreement to return to the Calhoun Intermediate School District at the beginning of the next six (6) month period and remains for at least one year or refund the salary received while on leave. The above conditions and requirements pertaining to continuation and payment of compensation shall not be applicable where the Board is required to grant a sabbatical leave in accordance with Section 1525 of the Revised School Code or its successor provision. Where a teacher takes sabbatical leave under Section 1525 of the Revised School Code, the Board shall consider allocating a stipend for the teacher from professional development funds.

No more than one professional employee may be granted such leaves in any one school year, with the exception of those leaves which the Board is required to allow under Section 1525 of the Revised School Code. Employees desiring such leave should make application to the

Superintendent at least three months prior to the end of the fiscal year. Special consideration may be given for unusual circumstances that prevent earlier application. Employees on such leave desiring to extend the sabbatical leave for a second six month period may make such request to the Superintendent at least six (6) weeks prior to the end of the sabbatical leave.

F. Leaves of Absence for Professional Improvement.

1. Employees who desire to avail themselves of opportunities for further training which would require their full or part-time absence from their duties may make application for a leave of absence.
2. Leaves of absence of less than six months for professional improvement may be granted by the Board of Education without pay, with partial pay or full pay at the discretion of the Board.
3. When institutes, or other training programs during the work year, provide for cash allowances for the employee and/or his dependents, the Board and the employee shall agree to an equitable salary and expense arrangement if a leave of absence with pay is granted.

G. Funeral Leave.

Up to three (3) days without salary loss will be granted for funerals in the immediate family (father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-brother, sister, step-sister, husband, grandchild, wife, child, or step-child) without having time charged against employee's sick leave. One day will be granted for the death of an aunt, uncle, niece, nephew, grandparent, brother-in-law, or sister-in-law.

In extenuating circumstances (such as distant travel or where the employee has responsibility for funeral arrangements), the employee may request an additional one (1) day of leave. If granted, the additional day will be deducted from the employee's sick leave accumulation or from personal business day(s). If the employee has no sick leave accumulation or available personal business day(s), that day will be unpaid.

H. Other Leaves of Absence.

1. Any employee with three or more years of service in the Intermediate School District may make application for up to a year's leave of absence without pay, and no more than a one-year extension.
2. Any leave of absence granted will be with the understanding that it is a leave of absence from the Intermediate School District, and not necessarily from a particular position. Every effort will be made to assign the employee to the same or a comparable position.

I. Personal Business/Emergency Leave.

1. Each employee shall be entitled to two (2) days of personal business leave for matters which cannot be conducted outside of regular school hours. Personal business leave shall not be used for other employment or for social, recreational, vacation or other similar purposes.
 - a. This leave shall not be taken the day prior to and/or the day following a holiday or vacation period or on parent-teacher conference days.
 - b. The employee shall notify the Superintendent (or designee) in writing at least three (3) school days in advance of intent to utilize the personal business leave. The employee shall also complete a form constituting a certification by the employee that the obligation cannot reasonably be scheduled outside the regular work day or on a non-work day.
 - c. All leave is subject to availability of substitutes.
 - d. The personal business days referred to in this subsection do not have to be taken prior to the emergency leave day described in subsection I (2) of this Article.
2. An employee may apply to the Superintendent (or designee) for up to one (1) additional emergency day. If granted, the emergency day shall be subject to the conditions specified in Section 1 above.

The request shall contain a full explanation, in writing, and is subject to advance approval by the Superintendent (or designee). The emergency may be of such nature that the request in writing is not practical; in this event, the employee shall contact the

Superintendent (or designee) by phone or in person to get a decision prior to the absence. If the leave is approved, the employee will submit a written explanation of the emergency within two (2) school days of the absence.

In extenuating circumstances emergency leave under this subsection I(2) may be requested for day(s) prior to or following a holiday or vacation period or on parent-teacher conference days.

J. Recreational Leave.

The Superintendent may approve written requests for up to five (5) days of recreational leave without pay. No more than two (2) members of the professional staff will be allowed recreational leave at one time. Recreational leave days shall not be used prior to or following any national holiday or vacation recess, nor is the leave to conflict with conferences or in-service training days. Priority for utilization of recreational leave shall be afforded to those staff member(s) making the earliest requests. Where there is more than one request received concurrently, priority shall be afforded on the basis of seniority.

K. General Conditions - Unpaid Leaves.

1. Any leave of absence granted will be with the understanding that it is a leave of absence from the Intermediate School District and not from a particular position. Restoration from leave shall be to the employee's former assignment or to any assignment within the bargaining unit for which the returning individual is certified (or approved, or authorized as applicable) and qualified. This shall be considered as restoration to an equivalent assignment.
2. Bargaining unit members who were granted and availed themselves of unpaid leaves prior to July 1, 1990, received and will maintain normal credit for increments on the professional salary schedule. Leaves granted and taken after that date shall not entitle the bargaining unit member increment advancement. However, if the bargaining unit member has worked ninety (90) or more work days in the school year in which leave is taken, the increment shall be granted.

3. Unpaid leaves of absence shall not entitle the bargaining unit member to accrual or payment of any benefits under this Agreement except as are otherwise specifically described under the terms of this Agreement. Board paid insurance premiums shall not be discontinued until conclusion of the month immediately following the month in which the leave commenced, except where the Board is required either by this Agreement or by law to continue premium payments for a longer interval.

If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval, with the exception of any premiums allocable to use of the employee's accumulated sick leave. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within five (5) business days of demand.

4. Employees taking leave under this Article for medical and/or psychological reasons shall provide, at the Board's request, appropriate verification of the necessity for leave and the employees' fitness to return to duty at the conclusion of the leave. The Board has the right to require that a second opinion (at Board expense) be obtained. If that opinion differs from that of the employee's health provider, the employee and Board (with consultation with the Association, if requested by the employee) shall mutually designate a third health provider whose opinion relative to leave eligibility of initial fitness to return to work shall be considered final on the Board, employee and Association. The cost of this examination shall be paid by the Board.

In the case of an adoption or foster care placement, a copy of the order awarding custody to the employee shall be provided to the Board (if requested) in connection with the employee's application for those purposes. When leave is taken under this Article to care for an employee's own seriously-ill spouse, child, parent, or due to the employee's own serious health condition, the employee will, upon administrative request, provide medical certification from a health care provider supporting the necessity for the leave.

5. In order to provide continuity within the workplace, the employee shall promptly notify the Board in writing of his/her desire to take leave under this Article. The letter requesting leave shall include the proposed commencement date of the leave and the anticipated date of return. Except in case of an emergency, the employee shall give such notice at least thirty (30) days prior to the date on which the leave is to begin.

The Board and the employee agree to cooperate in scheduling the return from the leave at a time which minimizes disruptions to the continuity of the service delivery system.

6. Where an instructional employee requests intermittent leave or reduced schedule leave to which the instructional employee is entitled under Family and Medical Leave Act and would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the Board may require that the instructional employee:
 - a) take leave for a period not to exceed the duration of the planned treatment
-or-
 - b) transfer temporarily to an available alternative position for which the instructional employee is certified (or approved, as applicable) and qualified (and which had equivalent pay and benefits) where the temporary transfer would better accommodate the need for recurring leave, in comparison to the instructional employee's current assignment.
7. Where a bargaining unit member who is not an instructional employee (for purposes of the Family and Medical Leave Act) requests intermittent or reduced schedule leave to which the employee is entitled under Family and Medical Leave Act, the Board may required the employee to transfer temporarily to an available alternative position for the employee so certified (or approved, as applicable) and qualified (and which has equivalent pay and benefits) where the temporary transfer would better accommodate the need for recurring leave, in comparison to the employee's current assignment.

14. MEETINGS AND CONFERENCES

The Superintendent may approve attendance of employees at educational or professional conferences and meetings with provision for subsistence and travel allowances as included in the budget. A written or oral report may be required to be submitted to the Board of Education by each employee attending a conference or meeting. The following rules apply to conferences and meeting attendances:

1. Requests must be in writing on forms provided. Prior approval for attendance must be received from the Superintendent. Financial advances may be requested.
2. Transportation to conferences and conventions shall be by the most reasonable and practical mode available. Where tourist or coach class air fare is less than the total cost of mileage to a conference some distance from Marshall, only the cost of the air fare will be allowed as an expense item if the employee chooses to travel by car. In addition, no motel or meal costs en route will be allowed in this case. If there is shown need for a car, and approval is received from the Superintendent, then private cars may be used.
3. The following types of actual expenses will be allowed within reasonable limits:
 - a. Hotel or motel room including taxes.
 - b. Meals.
 - c. Necessary incidentals (must be itemized) such as bus fare, parking, conference registration fees, etc.
 - d. Personal laundry expense only if conference attendance exceeds one week.
4. Expense accounts shall provide the following information for auditing purposes:
 - a. Daily breakdown of expenses by categories indicated on form.
 - b. Description shall include not only the place of meeting but type of meeting as well, for example: Detroit - MASB Conference.

- c. Signature of employee.
 - d. Receipts for hotel or motel bills, registration fees, and plane tickets, and other receipts when practical.
5. Reimbursement shall only be for actual and necessary expenses. Mileage shall not be paid when a passenger in another car. In that case, if the driver makes a charge, he should bill the Board of Education, or the employee must pay him, obtain a receipt for the payment, and be reimbursed for the payment.

15. GRIEVANCE PROCEDURES

A. Definition.

Any claim by the Association or an employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance, and shall be resolved through the procedure set forth herein.

B. Time Limits.

All time limits shall consist of working days. A “day” shall be any weekday (Monday-Friday) on which the CISD central administration offices are open. Time limits may be extended only with the written consent of both the Superintendent and the Association. Every effort will be made by both parties to shorten time limits wherever possible.

C. Procedure.

The parties acknowledge that it is usually most desirable for the professional employee and his supervisor to resolve the problem through free and informal communications. When requested by either party, the Association's grievance representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the supervisor and the employee, then the grievance shall be processed as follows:

Step 1: The employee shall submit his grievance to a grievance committee appointed by the Association. The grievance committee may request information from the Superintendent or his representative to assist them in considering the grievance. This committee shall determine if the grievance is justified and, if in agreement, shall submit a written report to the Superintendent.

Step 2: If the complaint is not resolved informally, the employee must present the grievance in writing to the Superintendent (or designee) twenty (20) days of the alleged violation.

The Superintendent (or designee) will call for a meeting to be held within ten (10) days after receipt of the written grievance. The Association's representative, the Superintendent (or designee), and the grievant shall be present for the meeting. The Superintendent (or designee) will provide the grievant with a written answer on the appeal within five (5) days following the meeting.

Step 3: If the grievance is not satisfactorily resolved at Step 2, a formal meeting with the Association's representative shall be held before the Board at its next regularly scheduled meeting following receipt of the Association's request for such a meeting. Such request must be submitted within twenty (20) days following the Superintendent's Step 2 reply. Each party shall have the right to include appropriate witnesses to develop facts pertinent to the appeal. Upon conclusion of this meeting, the Board shall have five (5) days after its next regularly scheduled meeting within which to provide its decision in writing to the Association and to the grievant.

Step 4: If the Association is not satisfied with the disposition of the grievance at Step 3, then the grievance may be submitted to final and binding arbitration under the rules of the American Arbitration Association which shall act as administrator of the proceedings. If the Association does not file a demand for arbitration within fifteen (15) days of the date for the Board's Step 3 reply, then the grievance shall be deemed withdrawn.

The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. His/her authority shall be limited to deciding whether a specific Article of this Agreement has been violated, misinterpreted or misapplied.

The grievant may appeal at any step of the procedure except to Step 3 and Step 4 without the support of the Association, in which case the Association shall be notified and may have a representative present.

- D. The Board acknowledges the right of the Association's representative to participate in the processing of an appeal at any level, and the Association acknowledges the right of the Board's representative to do likewise.
- E. Provided both parties agree (Board and Association), Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step.

16. FEES - STUDENT TEACHING

Fees received by the Board of Education from colleges and universities as remuneration for training of student teachers shall be placed in a special fund.

A committee consisting of teachers who have supervised student teachers will advise the Superintendent as to appropriate specific expenditures from this fund. The committee will consist of not more than five members selected by the Association. Expenditures will be limited to the following:

- Professional books and periodicals.
- In-Service expenses such as materials and consultant fees.
- Equipment and materials not otherwise available.

The committee will, to the extent practicable, insure that their recommendations will equitably benefit those buildings that have had student teachers.

17. IN-SERVICE EDUCATION

- A. Committee.
The Association will select a representative in-service committee consisting of not more than eight (8) members.

This committee will advise the Director of Special Education and the Superintendent as to in-service education needs of the teaching staff. Upon request, the Director of Special Education and/or the Superintendent or their designees will meet with the committee to provide advice and assistance.

Committee recommendations will, to the extent practicable, deal with both general staff needs and differing needs based on buildings, professional assignments, and special circumstances.

B. In-service Education Programs.

In-service education programs will, to the maximum extent practicable, be scheduled during or immediately following the regular working day.

18. MISCELLANEOUS

A. Employee Consultant Fees.

Under no circumstances shall consultant fees be charged or accepted by any employee of the District for services rendered within the jurisdiction of the Calhoun Intermediate School District. Fees for services outside the District rendered by District employees during normal working hours shall be turned over to the Board of Education.

B. Smoke-Free Environment.

There will be no smoking or other use of tobacco products in any facilities owned, leased or occupied by Calhoun ISD. When a bargaining unit member performs services at the facilities of a constituent district or other entity, the regulations of that institution regarding use of tobacco shall prevail.

C. School Closings.

In the event of severe weather, the superintendent shall give consideration to closing the Calhoun Educational Service Center Building and/or other buildings operated by the Calhoun Intermediate School District and announce such closing(s) to area radio stations prior to 7:30 a.m. In this event, employees assigned to the building(s) that are closed shall not be required to report. Employees assigned to CISD buildings or local school district buildings that are open are expected to report. If road conditions do not permit, employees must use emergency leave if they are to be paid for that day.

In the event that the CISD Service Center is closed due to the above conditions, and if an employee reports for duty to a residential program (e.g. Starr Commonwealth, Juvenile Home) to which he/she is regularly assigned, that employee will receive an exchange day (where no attendance will be required) on a subsequently scheduled regular work day.

Scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fire, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled as necessary to ensure instruction as prescribed by Michigan law. Employees shall be excused from reporting for school on those days and hours which are canceled due to the above conditions.

Employees will receive their regular pay for days and hours that are canceled but shall work on the rescheduled days and hours with no additional compensation except that employees who, with administrative approval, worked on canceled days shall not be subject to rescheduled days and hours.

The parties agree that this contract provision has been negotiated to comply with the provisions of the Revised School Code State School Aid Act and to ensure that the District will incur no loss of state aid. Further, the parties recognize the District's obligation to comply with requirements set forth by the State Board of Education respecting the number of "student instruction" days and hours as defined by that agency. In addition to any requirement of the State Aid Act to receive full state aid, the parties agree to reschedule lost days and hours of student instruction (attributable to the above conditions) to ensure the minimum number of instructional days and hours required by the Department of Education for both regular school year and extended year programs (e.g. 230 day programs).

Employees will follow the inclement weather cancellation and make-up schedule of the K-12 or ISD facility where their assigned office is located. Each employee shall be notified of his/her "assigned" office, for inclement weather purposes, at the beginning of the school year.

D. Withdrawal of Services.

For the duration of the Agreement, the Association will not engage in, authorize or encourage, any interruption of educational services or activities due to a cessation, withdrawal, or withholding of services in any matter or form either in whole or in part by members of the bargaining unit for any reason and no officer or representative of the Association or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity.

E. Master Agreement.

The Board will provide each employee with a copy of the current Master Agreement. The Board will also provide a minimum of one copy of the current Board Policy Manual in each building or department.

F. Waiver.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter which was negotiated in the formation of this Agreement but upon which no agreement was reached. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

G. Entire Agreement.

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

19. DURATION

The provisions of this Agreement will be effective July 1, 2009, and will continue and remain in effect until June 30, 2011.

In witness whereof, the parties hereunto set their hands and seals this _____ day of March, 2010.

FOR THE ASSOCIATION

FOR THE BOARD

Dean Worden,
CIEA President

Mary Ellen Currie,
Assistant Superintendent for
Finance and Human
Resources

Date

Date

Carol Burch,
Bargaining Chairperson

Tom Bean,
Assistant Superintendent for
Operations

Date

Date

Tara Wilbur,
MEA UniServ Director

Date

APPENDIX A

The 2008-2009 salary schedule shall be adjusted to reflect a 1.5 percent increase for 2009-2010 and a 1.5 percent for 2010-2011.

Letter of Agreement to \$200 off-schedule on or before March 1, 2010 to each unit member to assist with cost of certificates, licenses, and approvals; limited to 2009-2010 to school year only.

2009-2010 1.5 percent applied to all steps and lanes

Step	BA	MA	MA+30	MA+60
0	\$34,671	\$36,179	\$36,635	\$37,092
1	\$36,722	\$38,537	\$38,993	\$39,450
2	\$38,772	\$40,901	\$41,358	\$41,815
3	\$40,818	\$43,275	\$43,731	\$44,188
4	\$43,060	\$45,863	\$46,320	\$46,776
5	\$45,125	\$48,250	\$48,707	\$49,164
6	\$47,182	\$50,619	\$51,076	\$51,533
7	\$49,470	\$53,248	\$53,705	\$54,161
8	\$51,526	\$55,640	\$56,097	\$56,554
9	\$53,590	\$58,030	\$58,486	\$58,943
10	\$55,922	\$60,702	\$61,159	\$61,616
11	\$60,250	\$63,114	\$63,570	\$64,027
12		\$68,124	\$68,581	\$69,037

2010-2011 1.5 percent applied to all steps and lanes

Step	BA	MA	MA+30	MA+60
0	\$35,191	\$36,721	\$37,185	\$37,649
1	\$37,273	\$39,115	\$39,578	\$40,042
2	\$39,354	\$41,515	\$41,979	\$42,442
3	\$41,430	\$43,924	\$44,387	\$44,851
4	\$43,706	\$46,551	\$47,014	\$47,478
5	\$45,802	\$48,974	\$49,437	\$49,901
6	\$47,890	\$51,378	\$51,842	\$52,306
7	\$50,212	\$54,047	\$54,510	\$54,974
8	\$52,299	\$56,475	\$56,938	\$57,402
9	\$54,394	\$58,900	\$59,364	\$59,827
10	\$56,761	\$61,613	\$62,076	\$62,540
11	\$61,154	\$64,060	\$64,524	\$64,988
12		\$69,146	\$69,609	\$70,073

Add \$100 to annual salary of each bargaining unit member assigned as a speech and language pathologist.

1. To be eligible for MA+60, the employee must be actively working toward a doctorate degree.
2. Two hundred dollars (\$200) above BA scale for eighteen (18) semester hours completed since receiving a BA Degree for which there is a transcript on file.
3. One hundred fifty dollars (\$150) above scale for each 10 graduate hours above MA for which there is a transcript on file.
4. Employees hired prior to August 27, 1977, are eligible for (grandfathered):
 - a. Special education teachers with special education certificates teaching state reimbursed special education classes will receive a differential of \$220 per year.
 - b. Three hundred thirty dollars (\$330) above schedule for school social workers.
 - c. Six hundred sixty dollars (\$660) above schedule for school psychologists.
5. For employees hired after July 1, 1991, the semester hours of course work for the MA+30 and MA+60 scales must be completed subsequent to receipt of the degree appearing immediately to the left of the "+" symbol.
6. When a bargaining unit member believes that he/she has attained eligibility for the next higher salary column, he/she shall provide to the District a certified transcript verifying such academic attainment. It is the responsibility of the bargaining unit member to obtain verification from the respective academic institutions as a condition to placement on a new salary schedule column.
7. Salary adjustments for which verification is received after the beginning of a semester shall be made retroactive to the beginning of that semester only. For purposes of this section the beginning of the second semester shall be January 15.

8. All differentials are for 189-day contracts and shall be prorated in accordance with Article 9, Section A.2. for those employees on other than 189-day contracts.
9. Bargaining unit members who have twenty (20) or more years of service with the District shall receive a longevity payment of \$300 per year. This payment shall be increased to \$500 per year when the bargaining unit member attains twenty-five (25) years of service with the District.

APPENDIX B – 2010-2011 Combined Calendar

2010		
July	1	Fiscal Year Begins
July	1 - 5	Independence Day Observance - Starr Staff Do Not Report
July	26 - 30	Starr All School Pass - Starr Staff Do Not Report
August	26	CIEA New Employee Orientation
August	30	Professional Development - All CIEA Staff Present; First Work Day for 189 Day Staff (No Students)
August	31	DKDC, Juvenile Home & Itinerant Staff - Classroom/Office Set-Up (No Students)
September	1	DKDC, Juvenile Home & Itinerant Staff - Classroom/Office Set-Up (No Students)
September	2	Starr and Juvenile Home Staff - $\frac{1}{2}$ Day Records / $\frac{1}{2}$ Day Professional Development (No Students)
September	2 - 6	Labor Day Observance - Itinerant and DKDC Staff (Staff and Students Do Not Report)
September	3 - 6	Labor Day Observance - Juvenile Home Staff (Staff and Students Do Not Report)
September	3 - 7	Labor Day Observance - Starr Staff (Staff and Students Do Not Report)
September	7	First Day Students - DKDC & Juvenile Home
September	8	Starr Students Return
October	27 - 28	DKDC Parent Teacher Conference (Students $\frac{1}{2}$ Day a.m.)
October	29	189 Day Itinerant & DKDC Staff Comp Day for Working Minimum of 7 Conference Hours
November	4	Starr Staff - $\frac{1}{2}$ Day Records / $\frac{1}{2}$ Day Professional Development (No Students)
November	5	Starr & Juvenile Home Staff Professional Development (No Students)
November	24 - 26	Thanksgiving Observance - Starr Staff (Staff and Students Do Not Report)
November	25 - 26	Thanksgiving Observance - 189 Day Staff Do Not Report
December	20 - 31	Holiday Observance - All CIEA Staff Do Not Report
2011		
January	3	CIEA Staff and Students Return from Holiday Observance - Full Day ¹
January	17	Martin Luther King Day Observance - All CIEA Staff Do Not Report
January	28	Starr Staff - $\frac{1}{2}$ Day Records / $\frac{1}{2}$ Day Professional Development (No Students)
February	14	Professional Development Day - DKDC and Itinerant Staff (No Students)
February	21	Starr and Juvenile Home Staff - $\frac{1}{2}$ Day Students/ $\frac{1}{2}$ Day Prof Development
March	23 - 24	DKDC Parent Teacher Conference (Students 1/2 Day a.m.)
March	25	DKDC & Itinerant Staff Do Not Report (Compensatory Day for 7 Hours Conf Work)
April	1	Starr Staff - $\frac{1}{2}$ Day Records / $\frac{1}{2}$ Day Professional Development (No Students)
April	4 - 8	Spring Break: 189 Day and Juvenile Home Staff (Staff and Students Do Not Report)
April	22	Good Friday - 189 Day and Juvenile Home Staff (Staff and Students Do Not Report)
April	22 - 26	Spring Break - Starr Staff (Staff and Students Do Not Report)
May	30	Memorial Day Observance - All CIEA Staff (Staff and Students Do Not Report)
May	30 - 31	Memorial Day Observance - Starr Staff (Staff and Students Do Not Report)
June	17	Starr Staff - $\frac{1}{2}$ Day Records / $\frac{1}{2}$ Day Professional Development (No Students)
June	10	Juvenile Home Staff - Staff and Students Do Not Report
June	16	Last Full Day for DKDC & Itinerant Staff / $\frac{1}{2}$ Day For DKDC Students
June	16	Juvenile Home - Last $\frac{1}{2}$ Day for Students a.m. / $\frac{1}{2}$ Day Staff In Classroom
June	17	Last Full Day for Juvenile Staff (No Students)
June	30	Last Day Fiscal Year

APPENDIX C – JOB PERFORMANCE EVALUATION FORMS

**Letter of Agreement
Calhoun Intermediate School District
-and-
Calhoun Intermediate Education Association**

This Letter of Agreement is entered into this _____ day of _____ 2009 between the Board of Education of the Calhoun Intermediate School District (CISD) and CIEA (Association).

A. The undersigned parties desire to memorialize the following agreements relative to programming at Starr Commonwealth Schools:

1. The activities to be conducted on Records/Planning days (as designated on the calendar for Starr Commonwealth) will be cooperatively determined by CISD administrative staff and bargaining unit members assigned to Starr.
2. There will be a total of seven (7) discretionary days for the 2009-2010 school year.

Teachers electing not to utilize all available discretionary days will notify the CISD Business Office by June 1, to request payment for actual number of days worked in the school year. Payment for difference between the actual number of discretionary days available and the number of discretionary days used will be remitted to the bargaining unit member by June 30. Continuation of this paragraph will be reviewed by the ISD and Association for the 2009-2010 program year.

B. This Letter of Agreement shall become effective upon execution by authorized representatives of the ISD and the Association.

C. This Letter of Agreement will remain in effect through the 2009-2010 school year.

FOR THE ASSOCIATION

FOR THE BOARD

Dean Worden,
CIEA President

Mary Ellen Currie,
Assistant Superintendent for
Finance and Human Resources

Date

Date

Carol Burch,
Bargaining Chairperson

Tom Bean,
Assistant Superintendent for
Operations

Date

Date

Tara Wilbur,
MEA UniServ Director

Date

Letter of Agreement

Between

The Calhoun Intermediate School District (CISD)

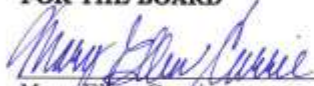
And

The Calhoun Intermediate School District Education Association, MEA/NEA

February 9, 2010

The CISD hereby agrees to pay each CIEA bargaining unit member \$200.00 by March 1, 2010, as a stipend for licenses, certifications, or other fees related to professional requirements for employment. Said stipend shall be a one-time payment, effective only for the 2009-10 school year.

FOR THE BOARD

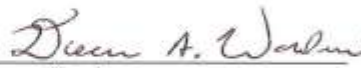


Mary Ellen Currie,
Assistant Superintendent

2-15-10

DATE


FOR THE ASSOCIATION



Dean Worden,
CIEA President

2/9/10

DATE



Carol Burch,
CIEA Chief Negotiator

2/9/10

DATE



Tara Wilbur,
MEA, UniServ Director

2/9/10

DATE

LETTER OF INTERPRETATION

BETWEEN

THE CALHOUN INTERMEDIATE SCHOOL DISTRICT (CISD)

AND

THE CALHOUN INTERMEDIATE EDUCATION ASSOCIATION, MEA/NEA

MARCH 6, 2010

This Letter of Interpretation is to provide clarification to the 2009-2011 Collective Bargaining Agreement with regard to Article 10 Section A. paragraph 3, as follows:

The parties agree as follows:

The terms "\$85.00 deducted" and "\$95.00 deducted" means the amount deducted for insurance (either \$85.00 or \$95.00) will be deducted on a monthly basis.

FOR THE BOARD



Mary Ellen Currie
Assistant Superintendent

3-6-10

Date

FOR THE ASSOCIATION



Dean Worden
CIEA President

3/11/10

Date



Tara Wilbur,
MEA UniServ Director

3/11/10

Date