

AGREEMENT

BETWEEN THE

**CALHOUN INTERMEDIATE
SCHOOL DISTRICT
BOARD OF EDUCATION**

AND THE

**CALHOUN AREA CAREER CENTER
EDUCATION ASSOCIATION,
MEA/NEA**

2011-2012

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PREAMBLE

AGREEMENT
BETWEEN THE CALHOUN INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION
AND
CALHOUN AREA CAREER CENTER EDUCATION ASSOCIATION

This Agreement is entered into the 16th day of November, 2011 by and between the Board of Education of the Calhoun Intermediate School District (hereinafter called "CISD", the "District" or the "Board") and the Calhoun Area Career Center Education Association, MEA/NEA (hereinafter called "the Association").

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

ARTICLE 1 - RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative, as defined in the Public Employment Relations Act, for all Calhoun Area Career Center (CACC) non-supervisory professional employees engaged as teachers, but excluding:
1. Substitute or temporary employees or contracted employees.
 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. Executive, Administrative, Clerical, Custodial, Technical, Food Service, CTE Instructional Support Staff, Teacher Assistants, and Paraprofessionals.
 5. All teachers and other non-supervisory professional employees in the bargaining unit exclusively represented by the Calhoun Intermediate Education Association.
 6. All other employees of the District.

- B. The terms “teachers”, “employees” or “bargaining unit members” when used hereinafter in this Agreement shall refer to employees represented by the Association in the bargaining unit as above defined. The term “Board” shall include its officers and agents.
- C. 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 (two [2] years of experience for those hired on or before August 1, 2007 and who then had at least four [4] years of previous teaching experience with Battle Creek Public Schools).
 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.

ARTICLE 2 - BOARD RIGHTS

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, and duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, and following rights:
1. All rights designated as management rights or prohibited subjects of bargaining under the Public Employment Relations Act (PERA), as amended.

2. The right to determine curriculum and to start, end or modify a program.
 3. The right to the executive management and administrative control of the CISD and its properties, facilities and activities of its employees.
 4. The right to hire employees, determine their qualifications, determine the conditions of their continued employment or their dismissal or demotion, and to promote, transfer and assign all employees.
 5. The right to determine the hours of operation and instruction and the location where programs will be conducted.
 6. The right to determine student enrollment, class schedules and the size of classes or programs.
 7. The right to decide upon the means and methods of instruction, the selection of textbooks, teaching materials and equipment and the use of instructional aids of every kind and nature.
 8. The right to determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, and the institution of new and/or improved methods or changes therein.
 9. The right to adopt reasonable rules and regulations.
 10. The right to require an employee who is reasonably suspected of being under the influence of a controlled substance or alcohol to be tested and to also engage in drug testing of employees who are required to be tested by State and federal law.
 11. The right to determine and re-determine job content.
 12. The right to establish courses of instruction and in-service training programs for employees.
- B. The exercise of the foregoing powers, rights and authority, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

- C. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

ARTICLE 3 - EXTENT AND EFFECT OF AGREEMENT

- A. There are no understandings or agreements or past practices which are binding on either the District or the Association other than the written agreements contained in this Agreement. No further agreements shall be binding on either the District or the Association until the same have been put in writing and signed by both the District and the Association as either an amendment to this Agreement or as a Letter of Agreement approved and executed by both parties.

It is the intent of both parties that provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights and claims which may be asserted hereunder.

- B. 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 the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject or matter which was negotiated in the formation of this Agreement but upon which no agreement was reached.
- C. All provisions of this Agreement are subject and subordinate to the obligations of either party under applicable laws or regulations unless such laws or regulations do not restrict the parties from agreeing to a contractual provision, which has become part of this Agreement, and which provides enhanced or diminished rights in comparison to the law or regulation. If any provision or application of this Agreement shall be prohibited by or be deemed invalid under such applicable laws or regulations, or shall become unlawful due to legislative enactment, such provision(s) or application(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such

provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, the parties agree to meet within twenty (20) days of such action in order to renegotiate such invalidated provision, to the extent permitted by law.

- D. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4. This clause is included in this Agreement because it is required by state law.

ARTICLE 4 - ASSOCIATION RIGHTS AND RESPONSIBILITIES
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- A. Upon prior administrative approval, the Association shall have the right to use school facilities, if available, after working hours without cost, in accordance with Board policy. One day of each month shall be set aside for an Association meeting after the end of the normal workday.
- B. The Association shall have the right to post notices of activities and matters of Association concern on the bulletin board in the teacher's mail room.
- C. The Association has the right to use teacher mailboxes for communication to teachers. Provided, that this shall not require the board to transport Association communications over U.S. postal routes.
- D. Officers or representatives of the local, state or national Association desiring to see teachers during the school day must check with the administrator of the building involved. The administration will decide whether or not the conference will interfere with the instructional program.
- E. The Association shall advise the Board, in writing, of the names of all Association Representatives (and their alternates) and officers within ten (10) days of their election or appointment. The Board shall not be required to recognize or deal with any employee as a representative of the Association other than those designated in the manner described above.
- F. Association Representatives shall represent the bargaining unit members and shall be authorized to resolve grievances and other matters on behalf of such bargaining unit members in any step of the grievance procedure provided herein. Any grievances and matters resolved with the Board or its representatives shall be final and binding upon the employees, the Association and the Board.

G. All grievance procedures and grievance investigations by the Association will be conducted during times which do not interfere with the employees' assigned duties. It is understood and agreed that if at any time, and by mutual agreement with the Board, such procedures are handled within the time of normal assigned duties, the employees involved shall suffer no loss of pay.

H. **Association Business Leave:**

1. At the beginning of each school year, the Association shall be credited with three (3) days to be used by teachers who are officers of the Association. Such use is to be at the discretion of the Association but shall not be used to support or participate in any strike activity.
2. The Association agrees to notify the Board in writing no less than forty-eight (48) hours in advance of the date of intended use of such leave. If the urgency of the leave is of such a nature that the forty-eight (48) hour notice is not practicable, the Director shall be notified as soon as possible and may waive the notice requirement.
3. The Association shall reimburse the Board the current daily rate for hiring a substitute for each day used, should a substitute be necessary.

ARTICLE 5 - GRIEVANCE PROCEDURES

A. **Definitions:**

1. A "grievance" is a claim that there has been a violation, misinterpretation or misapplication of an express provision of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. A "day" is any day (Monday through Friday) that the District's administration offices are open for business.

B. **Purpose:**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances, which may from time to time arise.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss that matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association. Any such adjustments cannot be inconsistent with the terms of this Agreement and that the Association shall be given the opportunity to be present at any such adjustment.

C. Written grievances as required herein shall contain the following:

1. The aggrieved person or a representative of the Association shall sign it.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the Article(s), Section(s) and/or Subsection(s) of this Agreement alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

D. **Time Limitations:**

Grievances which are not initiated or appealed within the time limits specified in these grievance procedures shall be considered withdrawn. If the Board fail or neglects to answer a grievance within the time limit specified at the various steps of these grievance procedures, the grievance may then be processed to the next higher step in the procedure.

The time limits set forth in this Article may be extended by mutual written agreement of the parties.

E. Grievance Levels:

1. Level One:

Within ten (10) days of the date the act or omission giving rise to a grievance (or the grievant's reasonable knowledge of the act or omission), the grievant shall discuss the disputed matter with the immediate supervisor, either directly and/or with the Association Representative, with the object of resolving the matter informally.

2. Level Two:

a. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) days after presentation of the grievance, the grievant may file the grievance in writing with the Director or the designated representative.

b. The Director (or designee) shall represent the administration at this level of the grievance procedure. Within ten (10) days after receipt of the written grievance by the Director, the Director or the designee shall meet with the aggrieved person or persons in an effort to resolve it.

c. Within ten (10) days from the date of the meeting as set forth in "b" above, the Director or designee shall render a written decision.

3. Level Three:

If the answer from the Director is not acceptable to the Association or the aggrieved person, it may be appealed to the Superintendent (or his/her designee). To appeal, the grievance must be filed in writing with the Superintendent within ten (10) days from the date of the Director's decision or if the Director did not render a decision, within ten (10) days from the date the Director's decision was due.

Within ten (10) days of receipt of the appeal, the Superintendent (or his/her designee) shall convene a meeting with the Grievant and the Association. The Superintendent shall render a written decision within ten (10) days from the date of the meeting at Level Three. The Superintendent shall render a decision within ten (10) days from the date of the appeal.

4. Level Four:

If the answer from the Superintendent (or his/her designee) is not acceptable to the Association, it may subject the case to arbitration by filing a written demand for arbitration with the Board not more than ten (10) days after receipt of the Superintendent's Level 3 disposition. The Arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association. The Arbitrator's fees and expenses shall be borne equally by the Board and the Association. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, and shall be limited to the interpretation and application of this Agreement in rendering the award.

It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited below, to issue a binding opinion and award in cases of alleged violation of the specific Articles and Sections of this Agreement.

- a. The Arbitrator's authority shall be limited to deciding whether a specific Article, Section, or Subsection of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan Revised School Code or any other state or federal laws.
- b. The Arbitrator shall have no power to render a binding opinion and award upon the termination of services or failure to re-employ any probationary bargaining unit member.
- c. The Arbitrator shall have no power to issue a binding opinion and award which has the effect of changing any practice, policy or rule of the Board nor to substitute his/her judgment for that of CISD as to the reasonableness of any such practice, policy, rule or any action taken by CISD, provided that the same is not in conflict with the express provisions of this Agreement.
- d. The Arbitrator shall have no power to issue a binding opinion and award pertaining to claims for which there is another remedial procedure or forum established by law or by regulation having the force of the law.

- e. The Arbitrator shall have no authority to issue a binding opinion and award pertaining to the content of an employee evaluation.
- f. In rendering a binding opinion and award, the Arbitrator shall give due regard to the responsibility of management and shall so construe this Agreement so that there will be no interference with such responsibilities except as they may be specifically limited or conditioned by this Agreement.
- g. No more than one grievance may be considered by the Arbitrator at the same time, except upon the express written mutual consent of the Board and the Association.
- h. The cost of the arbitration shall be borne equally by the Board and the Association, except each party shall assume its own costs for representation, including any expense of witnesses.

F. Rights of Teachers to Representation:

- 1. No reprisals of any kind shall be taken by either party (or by any member, employee, or agent of any party) against another party in interest, any school representative, any member of the Sub-Committee for Grievances, or any other participant in the grievance procedure by reason of such participation.
- 2. Any party in interest may be represented at all stages of the grievance procedure by another employee of their own choice or by an Association Representative. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of this Grievance Procedure.

G. Miscellaneous:

- 1. If a grievance affects a group or class of teachers, the Association may request to submit such grievance in writing to the Director (Level 2) directly and, if the Director concurs, the processing of such grievance shall be commenced at Level Two. Any grievance filed at Level Two must be filed within ten (10) days of the date the occurrence of events or omissions giving rise to the grievance.
- 2. Forms for filing and appealing grievances, shall be jointly prepared and given appropriate distribution by the Association, or by the Director, so as to facilitate operation of the grievance procedures.

3. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of the rights hereunder shall be pursuant to the grievance procedure; provided, however, that nothing contained herein shall deprive any teacher of any legal right which the teacher presently has; provided that if a teacher elects to pursue any legal or administrative remedy, such election shall bar any further or subsequent proceedings for relief under the provisions of this Article.
4. The filing of the grievance shall in no way interfere or interrupt the right of CISD to proceed in carrying out its management responsibilities.
5. All preparation, filing, presentation or consideration of grievances shall be held at times other than when bargaining unit members or participating Association Representatives are to be at their assigned duty stations unless otherwise mutually agreed by the parties in advance of the bargaining unit member or Association Representative leaving their assigned duty station.
6. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this Agreement (as defined in the Duration Clause) which is initiated prior to the expiration of this Agreement may be processed through the Grievance Procedure until resolution. No grievance shall be filed or based upon any prior or previous agreement or upon an alleged grievance occurring prior to the effective date of this Agreement. Grievances filed after the expiration of this Agreement shall not be processed under this Grievance Procedures unless otherwise specifically agreed to in writing by both the Board and the Association.

ARTICLE 6 - AGENCY SHOP

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Association membership dues or service fees including the NEA and MEA.

Authorized deduction of membership dues and service fees shall be made from each paycheck each month for twenty (20) pays beginning with the second paycheck in September and ending in June of each year. The Board agrees to remit monthly to the Association Treasurer all monies so deducted, accompanied by a list of Association members from whom the deductions have been made.

The Association will certify at least annually to the District, not less than fifteen (15) days prior to the date of the first payroll deduction for membership dues and service fees, the amount of said dues and service fees to be deducted, and that the service fee includes only those amounts permitted by law.

- B. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any bargaining unit member and make appropriate remittance for annuities, or any other plans or programs approved and designated by the Board.
- C. Each teacher, shall on or before, thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association and pay membership dues, or pay a service fee determined by the Association which shall not exceed the amount for the Association dues.

In the event that the teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCL 408.477, and at the request of the Association, deduct the service fee from the teacher's wages and remit the same to the Association. The procedure for involuntary deduction shall be as follows:

1. The Association shall notify the teacher 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 involuntary wage deduction may be filed with the Board in the event compliance is not effected.
2. If the teacher fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to Section C above.
3. The Board, upon receipt and request for involuntary deduction, shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

4. The Association agrees to promptly advise the Board of all members of the bargaining unit who have not fulfilled the above provisions and to furnish any other information needed by the Board to fulfill the provisions of this Article. The Board agrees promptly to advise the Association President of all hires, resignations, or terminations within the bargaining unit.
- D. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures - Administrative Procedures". 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 such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- E. Due to certain requirements established in 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 service fee by non-members shall be activated thirty (30) days following the Associations notification to non-members of the fee for that given school year.
- F. The Association agrees to promptly notify the Board in the event a Court order, an Order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Associations expenditures to bargaining unit members who choose not to join the Association.
- G. The Association agrees to defend and indemnify the Calhoun Intermediate School District, its Board of Education (including past and present individual school board members, and past and present administrative employees and agents) against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the above entities or persons for the purpose of complying with this Article. The Association shall have the right to select

the legal counsel and to determine the method and means of defense, appeal or compromise to settle the claim. However, no such settlement shall create any financial or other obligation upon any of the above entities or persons without the written approval of the Board. Neither the Association nor the MEA will seek to invalidate this provision or claim that it is unenforceable.

ARTICLE 7 - PERSONNEL RECORD

- A. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator (or designee) responsible for the safekeeping of such files.

Matters outside the definition of a "personnel record", as set forth in Section 1 of the Bullard-Plawecki Employee Right to Know Act, are specifically exempted from such review.

ARTICLE 8 - 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. Two Hundred Dollars (\$200) above the BA scale will be added to the salary of teachers who have completed eighteen (18) semester hours subsequent to receipt of the BA degree. The semester hours must be graduate level work in an approved program leading to a MA degree which are either related to the teacher's instructional duties at CACC or are otherwise approved in advance by CISD.
3. One Hundred Fifty Dollars (\$150) will be paid to teachers for each ten (10) semester hours completed subsequent to receipt of the Masters Degree. These hours must be at the graduate level and related to the teacher's instructional responsibilities at CACC or approved by CISD, in advance, based on the relationship of the coursework to the teacher's anticipated assignment at CACC.
4. Newly hired employees may be allowed salary schedule credit for no more than their actual years of professional experience.

5. Newly hired employees who 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.
 6. Periods of time on unpaid leave or layoff shall not count toward step advancement. However, if a bargaining unit member has worked ninety (90) or more days in the school year in which leave is taken or during which a layoff occurs, the step advancement shall be granted when the bargaining unit member returns to work.
- B. Employees required to use personal 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.
- Expenses for attendance at meetings and conferences that have been approved in advance by CISD will be paid in accordance with CISD policy.
- C. Regular part-time teachers shall receive pro-rated salary, fringe benefits and other benefits under this Agreement based on the amount of time that they work in proportion to the schedule of a regular full-time teacher.
 - D. When a bargaining unit member believes that he/she has attained eligibility to advance to a higher salary column, he/she shall provide CISD with a certified transcript verifying the requisite academic attainment. It is the responsibility of the bargaining unit member to obtain verification from the issuing academic institution as a condition to placement on a new salary schedule column. Salary adjustments for which such verification is received after the beginning of the semester shall be made retroactive to the beginning of that semester only. For purposes of this subsection, the beginning of the second semester shall be January 15.
 - E. Bargaining unit members who have twenty (20) or more years of service with CISD shall receive a longevity payment of Three Hundred Dollars (\$300) per year. This longevity payment shall be increased to Five Hundred Dollars (\$500) per year when the bargaining unit members attain twenty-five (25) years of service with CISD. For purposes of this provision, "years of service with CISD" shall also include a bargaining unit member's years of service as an employee of Battle Creek Public

Schools which occurred up to and including the 2006-2007 school year and which involved the performance of instructional responsibilities at CACC.

- F. CISD may offer opportunities for teachers to work on paid activities from time-to-time. The performance of these activities shall be voluntary, shall be regarded as extra duty assignments, and may be filled at the discretion of the Board. Examples of these activities are summer school, cluster re-organization, major curriculum changes and new program set up. The rate of pay for such activities shall be Thirty Dollars (\$30) per hour.

Participation in voluntary professional development activities outside normal work hours or work days shall be paid at the rate of at least One Hundred Fifty Dollars (\$150) per day. Pre-approved written authorization to participate in voluntary professional development activities outside normal work hours shall be secured in order to receive payment for the voluntary professional development activities.

- G. In the event an employee receives unemployment compensation for a scheduled work day which was cancelled due to conditions not within the control of school authorities and if the canceled day is rescheduled, the employee's compensation for working the rescheduled day will be adjusted such that the compensation for the rescheduled day, plus the unemployment compensation for the canceled day, equals the compensation an employee would have earned had the employee been compensated for the rescheduled day at the regular rate of pay.

In the event an employee receives unemployment compensation benefits for non-scheduled work day(s), such as a holiday break period or the summer break period for an employee who would not have worked in the summer, the employee's compensation for the period which follows the non-scheduled work day(s) will be adjusted in the same manner such that the adjusted compensation, plus the unemployment compensation, equals the compensation the employee would have earned had the employee been compensated for the period following the non-scheduled work day(s) at the regular rate of pay. Teachers who were placed on layoff at the end of the school year and who continue on layoff after the official fall student membership count date of the new school year are exempt from the procedures in this paragraph.

This section is not intended to adjust compensation for unemployment received for regularly scheduled workdays.

- H. **Extended Contracts:** If a teacher teaches students in excess of the number of work days set forth in the calendar and/or in excess of the regular instructional day, the teacher shall be paid for the hours and/or days worked a pro-rated salary based on their teaching per diem rate subject to the following:
1. Written permission from the Director shall be provided to the teacher prior to the performance of the work.
 2. This section shall not apply to summer school, evening adult education and extra work involving the teaching of students on a voluntary basis.
- I. Where the teacher secures, with CISD's prior approval, certification granted by an industry-recognized accreditation entity related to the teacher's assignment, CISD will pay the cost of certificate issuance or renewal. This obligation is limited to circumstances where the certification issued to the teacher is to enable the teacher to certify the abilities of the students enrolled in the program instructed by the teacher and does not apply to the issuance or renewal of teaching certificates, approvals, permits or authorizations.

ARTICLE 9 - SENIORITY

A. **Seniority:**

1. "Seniority" is defined as the length of continuous service within the bargaining unit from the most recent date of hire. Leaves of absence granted pursuant to this Agreement and periods of layoff shall not constitute an interruption in continuous service. "Seniority" shall also include all periods of teaching service of the bargaining unit member with Battle Creek Public Schools in the bargaining unit that was represented by the Association when Battle Creek Public Schools served as the operating entity of the Calhoun Area Career Center.

The Board shall prepare a seniority list by certification and areas of instruction and transmit a copy of the same to the Association and to each bargaining unit member on or before the 1st day of November annually. 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 the 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 name and proceed alternately until all names are drawn.

- B. 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 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 of Education for nullification or limitation of his/her certificate, one or more endorsements thereon or a grade level certification appearing on the certificate.

ARTICLE 10 - SUBCONTRACTING

- A. For the purposes of this Agreement, contracting or subcontracting shall include, but not be limited to, an agreement or arrangement whereby a program previously conducted or operated by the CACC involving work performed by this bargaining unit is transferred by CISD to another person or entity, such as, but not limited to, a private enterprise, a hospital or another educational institution.
- B. The Board shall have the right to contract or subcontract bargaining unit work or assign bargaining unit work to non-bargaining unit members without negotiating with Association if doing so does not cause bargaining unit members to be laid off or cause the work hours of a bargaining unit member to be reduced.
- C. If the contracting or subcontracting of bargaining unit work or the assignment of bargaining unit work to non-bargaining unit members will result in a bargaining unit member being laid off or the work hours being reduced, the following shall apply:

1. The Association shall be provided with written notice of the proposed contracting, subcontracting or assignment of bargaining unit work. This notice shall provide the Association with the proposed timelines.
2. If the Association desires to discuss the proposal, the Association shall, within ten (10) days of receipt of the notice, advise the Board of its desire to do so, in writing.
3. If the Association complies with subsection C-2, representatives of the Board and Association shall meet within ten (10) days of the date the notice from the Association was received or at such other mutually agreed upon time. At the meeting the proposed contracting, subcontracting or assignment of bargaining unit work shall be reviewed, together with the reason(s) therefore. Alternatives proposed by the Association shall also be reviewed at the meeting.
4. The proposed contracting, subcontracting or assignment of bargaining unit work shall not be implemented sooner than thirty (30) days following the first meeting held pursuant to subsection C-3. During that interim period the Association may propose alternative courses of action. If the Association proposes alternative courses of action, additional meetings may be held during the interim period to discuss any Association proposal.
5. If the proposed contracting, subcontracting or assignment or bargaining unit work is implemented, the Board shall, to the extent permitted by law, meet at the request of the Association to negotiate regarding the impact of any decision to contract or subcontract bargaining unit work or to assign to non-bargaining unit members work previously exclusively performed by bargaining unit members.

ARTICLE 11 - MISCELLANEOUS

- A. This Agreement shall supersede any rules, regulations, or practices of the parties which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts or collective bargaining agreements previously in effect. All individual teacher contracts are and shall be made expressly subject to terms of this Agreement.

- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- C. 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 manner 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.
- D. In the event that the Calhoun Area Career Center is closed because of conditions not within the control of school authorities (such as severe storms, fires, epidemics, utility power unavailability, water or sewer failure, or health conditions as defined by the city, county or state health authorities), employees shall not be required to report to their regularly assigned work location.

Scheduled days and hours of student instruction which are not held due to the above conditions will be rescheduled as necessary to insure the requisite number of instructional days and hours as prescribed by Michigan law. Employees will receive their regular pay for days and hours that are cancelled, but shall work on the rescheduled days and hours with no additional compensation.

The parties agree that the above provision is intended to comply with the provisions of the Revised School Code and the State School Aid Act to insure that CISD will incur no loss of state membership aid. Further, the parties recognize CISD's obligation to comply with the requirements established by the Michigan Department of Education regarding the number of student instruction days and hours, as defined by that agency. In addition to any requirement of the State School Aid Act to receive full state aid, the parties agree to reschedule cancelled days and hours of student instruction (attributable to the above conditions) to insure the minimum number of instructional days and hours required by the Department of Education.

On a scheduled work day when students are in attendance at the CACC and road conditions do not permit an employee to safely travel to work, he/she shall contact his/her immediate supervisor to explain the circumstances preventing the employee from reporting. If the employee is excused from reporting, he/she must use paid personal leave if they are to be paid for that day.

ARTICLE 12 - ASSIGNMENT AND VACANCIES

A. Assignments.

1. Assignments shall be made by the Board at its discretion.
2. Teachers may request changes in assignments provided they hold appropriate certification and qualifications. When requesting a change in assignment, the teacher will deliver a request in writing to the Director on or before March 1. A teacher may request and receive a conference with the Director to discuss the request for change in assignment.

B. Vacancies.

1. A "vacancy" shall be defined as a newly created position within the bargaining unit or a present position within the bargaining unit that becomes vacant by reason of permanent separation (by resignation, death, discharge, etc.) of the teacher formerly in the position. No vacancy shall exist for purposes of this Article unless and until the Board shall determine to fill any such position which determination shall be the sole discretionary authority of the Board.
2. The Board agrees to notify the Association President of vacancies which occur during the summer and to post vacancies in bargaining unit positions which occur during the academic year for no less than five (5) working days in a conspicuous place prior to filling the vacancy, except in such cases as the Board shall deem it necessary to dispense with this procedure in order to expeditiously fill a vacancy which the Board determines must be filled on a more immediate basis. The Board shall also have the right to fill a vacancy on an interim basis during the posting period.
3. A teacher may apply for a vacancy by submitting a written request to the Director and filing a copy of that request with the President of the Association. The request shall set forth the position sought, the individual's qualifications for the position sought and the reason for the application.

ARTICLE 13 - WORKING DAYS AND HOURS

- A. The CACC calendar (Appendix B) shall be regarded as part of this Agreement. All bargaining unit members work schedules shall follow the adopted calendar.
- B. Teachers shall work an eight (8) hour day which will include a thirty (30) minute duty free lunch period. However, the amount of student instruction time within the work day may be increased if it is necessary to do so to meet State of Michigan requirements regarding hours of pupil instruction or to receive full State aid. Upon request of the Association, the Board and Association will bargain regarding how the day will be adjusted to meet the latter requirements.

The aforementioned number of hours in the work day refers to the regular instructional day and does not refer to those days which are longer because of activities such as staff meetings or conferences, open houses, parent-teacher conferences and advisory committee meetings. It is recognized that daily preparation for effective teaching and duties, responsibilities and activities related to teaching require many hours of application outside the normal instructional day and add to the professional responsibilities of teachers. Teachers shall be free to leave after student dismissal on Fridays or the day before a holiday.

- C. It is recognized that the nature of the CACC operation is such that the starting and ending times for students shall be flexible and the Board shall have the right to change or stagger such times. Teachers must be in their program areas a minimum of five (5) minutes prior to the beginning of class.
- D. Attendance at staff meetings or educational/training conferences, parent-teacher conferences and advisory committee meetings are considered part of all teachers' professional duties and teachers are required to attend such meetings. Such meetings or conferences held at the end of the day shall begin as soon as feasible after student dismissal. A teacher who has a need to be excused from such meetings or conferences shall advise the administration and shall be excused for legitimate reasons.
- E. The administration shall have the option to require teachers to serve on one (1) standing committee of the CACC. The Board and the Association recognize the value of constructive teacher participation on these committees. Standing committees may include NCA, other accreditation, school improvement and similar school-wide committees.

ARTICLE 14 - TEACHING CONDITIONS

- A. If a concern arises regarding class size, the administration shall meet with the affected teacher(s) and an Association representative, review any applicable state guidelines, discuss the situation and any alternatives which may be considered.
- B. The Board agrees to provide, without cost to the teacher, necessary articles of safety equipment which are required by the teacher's program such as gloves, smocks, and glasses. The teacher and Director (or designee) shall consult regarding whether a desired article of safety equipment is required by the program. The Director (or designee) will determine whether the equipment will be obtained.

ARTICLE 15 - RETIREMENT

- A. Eligible teachers electing to retire and receive the benefit in this Article shall submit a written notice of retirement and resignation to the Board at least sixty (60) calendar days prior to the effective date of their resignation.
- B. Eligible teachers shall be paid for up to ninety (90) accumulated sick days at their per diem rate. Payment shall be prorated for part time employees.

To be eligible for this benefit all of the following conditions must be satisfied:

- 1. The teacher must have retired under the Michigan Public School Employees Retirement Act.
- 2. The teacher must have been hired by the Battle Creek Public Schools prior to June 30, 2007 and have been employed by the Battle Creek Public Schools and/or by Calhoun Intermediate School District for at least ten (10) consecutive years (including periods of approved leave).
 - a. If the teacher was hired by Calhoun Intermediate School District on or after July 1, 2007, the teacher must have at least twenty (20) consecutive years of service (including periods of approved leave) in order to be eligible for the retirement benefit under this Article.

- b. For purposes of determining eligibility for a teacher to receive the retirement benefit described in this Article, "consecutive years of service" shall be inclusive of: (1) years of service as a teacher or support staff member to the Battle Creek Public Schools; and (2) years of service as a teacher to the Calhoun Intermediate School District while assigned to the Calhoun Area Career Center; and (3) periods of approved leave while retaining employment rights with Battle Creek Public Schools or Calhoun Intermediate School District.
 - c. The teacher must have given notice required by Section A. However, the Board may make exceptions for employees who fail to do so.
 - d. The teacher must have contributed one (1) sick leave day per year during the term of his/her employment with Battle Creek Public Schools and the Calhoun Intermediate School District while assigned to the Calhoun Area Career Center.
- C. If for any reason a teacher who has been assigned to CACC while operated by Battle Creek Public Schools or who is employed at CACC by Calhoun Intermediate School District shall return to employment to Calhoun Intermediate School District, the teacher will not be eligible to receive the retirement benefit a second time.
- D. Teachers who are eligible for and who elect to receive the retirement benefit described in this Article shall have the benefited amount deposited into a Special Pay Plan account, in the name of the teacher, in either July or January next following the effective date of the teacher's retirement and resignation from the District.

ARTICLE 16 - LEAVES OF ABSENCE

A. Paid Leaves.

1. Sick Leave.

- a. All regular full-time teachers will be credited one (1) paid sick leave day per month of employment, and all regular teachers working at least one-half time but less than full-time will be credited one sick leave day per month of employment (pro-rated) without loss of salary for the following reasons:

1. Personal illness or disability.
 2. Serious illness in the "immediate family", interpreted to mean spouse 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 Human Resources 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 Human Resources Office.
- b. Employees will be credited with a full year's entitlement of sick leave 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 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 210 days.
 - d. Employees on 189-day (or more) contracts shall be considered as employed ten (10) months per year.
 - e. The smallest increment of sick leave that shall be utilized and accounted for is one-half day, except up to one (1) sick leave day may be used in one (1) hour increments if a substitute is not needed.
 - f. Teachers must report the need for sick leave to their supervisors as soon as possible and the District may, as a condition of payment, require sufficient medical documentation or FMLA medical certification.

During any sick leave of more than three (3) consecutive workdays, the teacher must provide the supervisor with status updates by telephone on a weekly basis or as otherwise reasonably directed by the supervisor.

Falsification of medical documentation or abuse of paid sick leave benefits is grounds for discipline, up to and including discharge.

- 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 entitled under the Family and 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 this Article to care for a family member (child, parent 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 this Article due to a serious health condition which renders the employee unable to perform the essential functions of his/her job.

2. Emergency Personal Business Leave/Emergency Leave.

- a. Each employee shall be entitled to three (3) days per contract year for emergency personal business which cannot be conducted outside of regular school hours. Emergency personal business leave shall not be used for other employment or for social, recreational, vacation or other similar purposes.
 - 1. 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.
 - 2. Emergency personal business leave days may not be used consecutively.
 - 3. The employee shall notify the Director, in writing, at least five (5) school days in advance of intent to utilize the emergency 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. In case of emergency where five (5) days advance notice is not able to be given, the employee shall, as soon as possible, complete and submit the

emergency personal business form with an explanation of the reason for the requested leave.

4. All leave is subject to availability of substitutes.
 5. The smallest increment of emergency personal business leave that shall be utilized and accounted for is one-half day except one (1) day may be used in one (1) hour increments if a substitute is not needed.
- b. Employee requests for emergency personal business leave shall be approved or denied within four (4) days after they are received by the District.

3. Bereavement Leave.

Up to three (3) days without salary loss will be granted for funerals in the immediate family (father, father-in-law, mother, mother-in-law, brother, sister, husband, grandchild, spouse, or 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.

4. Worker's Compensation Coordination.

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 (60%) of regular pay, sick leave may be utilized to pay the remaining forty percent (40%) 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 District constitutes a direct contribution to this Plan by the bargaining unit member which precludes differential salary payment pursuant to Section 354(1)(b) of the Workers' Disability Compensation Act, MCL 418.354(1)(b).

Any deductions required by law, by this Agreement, or that are elected by the employee shall be withheld from this fractional sick

leave payment. Additionally, payroll deduction is authorized for all MPERS contributions that are the responsibility of the employee on the amounts paid as workers compensation wage loss benefits. In the event that the amount deducted is insufficient to cover any deductions required by this Agreement, elected by the employee, or the required employee MPERS contribution, those amounts will be billed to the employee, who shall pay the invoice within ten (10) days of receipt.

If an employee receiving worker's compensation wage loss benefit does not elect to receive fractional sick leave pay under this provision or is not eligible to do so, the employee will be billed for the employee's MPERS contribution that is the responsibility of the employee on any worker's compensation wage loss benefits received, as required by law. The employee shall pay the invoice within ten (10) days of receipt.

5. **Jury Duty.**

A jury duty leave shall be granted to any teacher who is obligated to serve as a juror in court. The teacher shall receive full pay for the teacher's regularly scheduled hours of work during such leave, provided the teacher informs the Employer within three (3) working days after receiving a jury summons, and provided further that the teacher pays over to the Employer all juror fees, excluding mileage, received by the teacher. Any teacher who is excused from jury service during regularly scheduled work hours shall report for work for the remainder of the day.

6. **Court Appearances.**

A teacher who is subpoenaed to testify in court or at an administrative hearing will be released from duty, without pay, for that purpose. However, if the teacher's participation as a witness is related to the performance of his/her job duties, the teacher shall be paid his/her regular wages, less the statutory witness fee.

7. **Recreational Leave.**

CISD may approve written requests for up to five (5) days of recreational leave without pay. No more than two (2) members of the bargaining unit will be permitted to utilize recreational leave at one time. Recreational leave will not be granted more frequently than once every three school years for a bargaining unit member.

Recreational leave days shall not be used prior to or following any school holiday, vacation or recess, nor is the use of recreational leave to conflict with conferences or days on which professional development is scheduled. Priority for the granting of recreational leave shall be given to those staff members making the earliest requests.

B. Unpaid Leaves.

1. Extended Illness/Disability Leave.

- a. 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 its portion of the insurance premium contributions during such leave for a period not to exceed ninety (90) days.

2. Child Care/Family Care Leave.

- a. 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 newborn 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 (if applicable).

- b. 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 its portion of the insurance premium contributions during the period of such leaves, to the extent of the employee's eligibility under FMLA.

- c. Employees who are not eligible for mandatory FMLA leave as referenced above, 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. However, requests for extension of a child care leave will be granted for a newborn or newly adopted child of the teacher so long as the leave concludes not later than one (1) year after the date of birth or adoption.

Leaves will not exceed one (1) year [inclusive of any leaves taken under ¶2(a) and (b) above] and will only be granted without pay or other employee benefits, except as provided otherwise above.

Approval of leaves not required under FMLA will be at the sole discretion of the Board of Education.

3. General Leave.

The Board may, within its sole discretion, authorize a teacher to take a leave of absence, without pay or benefits, where such leave would benefit the teacher or the Board. Each request for leave of absence under this provision will be considered on its individual merits. The Board, with the understanding that its decision will in no way establish a precedent, will review the particular circumstances surrounding each request for a leave of absence. The decision of the Board to grant or deny a leave of absence is final and not subject to the Grievance Procedure.

4. **Sabbatical Leave.**

A teacher who holds a Professional Education Certificate or an Occupational Education Certificate and has completed seven (7) consecutive years of teaching for the CACC may be granted a sabbatical leave of absence for one (1) semester or for one (1) year for the purpose of travel or study in pursuit of wider knowledge and greater skill in the teaching profession. The teacher will receive such pay and benefits, if any, which may be mutually agreed upon.

If a teacher is granted such leave, the teacher must sign an agreement to return to the CACC at the beginning of the next semester and remain for at least one (1) year or refund the salary and cost of benefits received while on leave. No more than one teacher may be granted such leave in any one school year. Teachers desiring such leave must make application to the Director at least three (3) months in advance of the closing of school. Special consideration may be given for unusual circumstances that prevent earlier application. Teachers on such leave desiring to extend the sabbatical leave for a second (2nd) semester, may make such request to the Director at least six (6) weeks prior to the end of the sabbatical leave.

5. **Military Leave.**

- a. **Active Duty:** Teachers who enter the military service of the United States shall be granted leaves of absence and reinstatement of employment as required by applicable provisions of state and federal law.
- b. **Reserves or National Guard:** Any teacher who is a reservist or a member of the National Guard who is required to miss work to attend annual active duty for training or to report for active duty in the event of a national or state emergency shall be compensated by the Board for the difference between regular pay and military pay, for the time which would have been regularly worked, to a maximum of ten (10) days during any twelve (12) month period. Such payment shall be granted only upon advance notice to the Board at least seven (7) days prior to the beginning of the month during which the teacher's absence will occur. A teacher who desires payment shall sign the military pay over to the Board and the Board shall make the teacher whole.

6. General Conditions.

- a. Any leave of absence granted will be with the understanding that it is a leave of absence from the 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.
- b. Bargaining unit members who are on paid leave under this Article will receive and will maintain normal credit for increments on the professional salary schedule. Unpaid leaves (except military leaves) shall not entitle the bargaining unit member increment advancement. However, if the bargaining unit member has worked (and/or been on paid leave status) ninety (90) or more work days in the school year in which unpaid leave is taken, the increment shall be granted.
- c. 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 (i.e. Board portion) 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 its portion of 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 by it 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.

- d. 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 employee's 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 the Board (with consultation with the Association, if required 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, the employee and the 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.

- e. 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 return. Except in case of an emergency, or where the need for leave is not foreseeable, the employee shall give such notice at least thirty (30) days prior to the date on which the leave is to begin.

Written requests for an unpaid leave of absence shall be approved or denied within five (5) work days after they are received by the Employer. Leave requests which are not supported by required documentation will be denied. In such a case the Employer may choose to grant the denied leave under other applicable leave of absence sections, if any.

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.

- f. 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:
 - 1. Take leave for a period not to exceed the duration of the placed treatment; or
 - 2. 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.

- g. In the event of absence not covered by this Agreement, the deduction from the teacher's salary shall be at the teacher's per diem rate. This shall be determined by dividing the teacher's salary by the number of workdays per year scheduled for the teacher. Administration of this section does not excuse a teacher from not requesting leave pursuant to the Agreement and does not preclude the District from disciplining a teacher for unexcused or excessive absences.

ARTICLE 17 - CONFERENCE COMMITTEE
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The Conference Committee shall consist of three (3) members of the Association selected by the Association and three (3) individuals designated by the District to meet when there is a mutually recognized and agreed upon need to have a conference.

Either party may submit an agenda to the other party requesting a Conference Committee meeting. Either party may refuse any item on an agenda submitted by the other party.

Meetings of the Conference Committee will be held at a time mutually set by the District and Association members of that Committee.

ARTICLE - 18 INSURANCE

A. The Board shall make premium payments, less the amounts required to be contributed by employee, for the following insurance plans for a full twelve-month period beginning September 1 for each full-time employee and his/her eligible dependents. Any contribution amounts exceeding the Board's subsidy shall be payroll deducted.

Effective July 1, 2011 to and including December 31, 2011, employees enrolled in Plan 1 shall pay the following monthly premium amounts through payroll deduction:

Single Subscriber -	\$95.00
Two Person Subscriber -	\$151.82
Family Subscriber -	\$216.29

Effective January 1, 2012 employees enrolled in any Plan (i.e. Plans 1-4) will be responsible for twenty percent (20%) of the premium (applicable to their enrollment category: single subscriber; two person; family) for the Plan products, as elected. Part-time employees enrolled in Plan 3 or Plan 4 will have payroll deducted pro-rated share of the full-time per month employee contribution in addition to the amount of premium for which they would otherwise be responsible due to their part-time status.

Full time employees will elect either Plan 1 or Plan 2.

1. Plan 1 – MESSA PAK A (Full-time employees electing health enrollment)

- a. Health Insurance MESSA Choices II with: \$10/\$20 RX; \$100/\$200 Deductible; Saver RX prescription co-pay effective January 1, 2012

- b. Dental Insurance MESSA Delta Dental Plan
Class I, II, III & IV 80/80/80/80;
Class I, II, III annual max: \$1,000;
Class IV lifetime max: \$1,300
Two cleanings per year
No adult orthodontics

- c. Vision Insurance VSP-3 Gold
 - d. Life Insurance \$70,000 with AD&D
2. Plan 2 – MESSA PAK B (Full-time employees waiving health enrollment)
- a. Dental Insurance MESSA Delta Dental Plan
Class I, II, III & IV 80/80/80/80;
Class I, II, III annual max: \$1,000;
Class IV lifetime max: \$1,300
Two cleanings per year
No adult orthodontics
 - b. Vision Insurance VSP-3 Gold
 - c. Life Insurance \$70,000 with AD&D
 - d. Cash or Non-taxable options
Up to the MESSA Choices II (as specified in Plan 1, above) 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 Plan 1 and Plan 2 but shall be able to select one of the following:

Plan 3 (Part-time employees electing health enrollment)

- a. Health Insurance MESSA Choices II (as specified in Plan 1, above)
- b. Dental Insurance MESSA Delta Dental Plan
Class I, II, III & IV 80/80/80/80;
Class I, II, III annual max: \$1,000;
Class IV lifetime max: \$1,300
Two cleanings per year
No adult orthodontics
- c. Life Insurance \$30,000 with AD&D

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

Plan 4 (Part-time employees waiving health enrollment)

- a. Dental Insurance MESSA Delta Dental Plan
Class I, II, III & IV 80/80/80/80;
Class I, II, III annual max: \$1,000;
Class IV lifetime max: \$1,300
Two cleans per year
No adult orthodontics
 - b. Life Insurance \$35,000 with AD&D
 - c. Cash or Non-taxable options Up to the MESSA Choices II (as specified in Plan 1, above) 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.

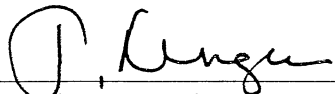
ARTICLE 19 - DURATION OF AGREEMENT

The provisions of this Agreement shall become effective upon ratification by the parties and will continue and remain in effect until June 30, 2012.

IN WITNESS WHEREOF, the parties identified below have signed this Agreement on this _____ day of _____, 2011.

**CALHOUN INTERMEDIATE
SCHOOL DISTRICT
BOARD OF EDUCATION**

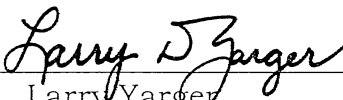
**CALHOUN AREA CAREER CENTER
EDUCATION ASSOCIATION**


By: 
Dr. Terrence Lungert,
Superintendent of Schools

By: 
Mark Gothberg, President

Date: 11-18-11

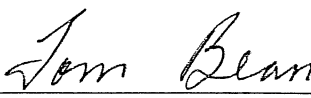
Date: 11-18-11

By: 
Larry Yarger,
Assistant Superintendent
for Human Resources

By: 
Randy Borden, MEA
UniServ Director

Date: November 17, 2011

Date: _____, 12-6-11

By: 
Tom Bean,
Assistant Superintendent
for Finance and Operations

Date: 11-18-11

APPENDIX A

**2011-2012
SALARY SCHEDULES**

2011-2012 – Salary Amounts increased by 1.5% at Step BA11 and Steps MA12 only

189 Days

Steps	BA	MA
0	\$35,191	\$36,722
1	\$37,273	\$39,115
2	\$39,354	\$41,515
3	\$41,429	\$43,924
4	\$43,706	\$46,551
5	\$45,802	\$48,974
6	\$47,891	\$51,378
7	\$50,212	\$54,047
8	\$52,299	\$56,475
9	\$54,394	\$58,904
10	\$56,761	\$61,613
11	*\$62,071 (eff. 1-1-12)	\$64,060
12		*\$70,183 (eff. 1-1-12)

*BA, Step 11 is \$61,154 and MA, Step 12 is \$69,146 until December 31, 2011.

On the second payroll of January, 2012 teachers who are eligible for step advancement will advance one step in comparison to their 2010-2011 step placement and have their salary rate adjusted prospectively so that they receive 50% of difference in the amount of the step on which they were placed in 2010-2011 and their new step as reflected on the above salary schedule. No retroactive salary payments shall be made under this provision.

Effective upon the ratification of this Agreement teachers shall be prospectively eligible for lateral salary column advancement and for compensation based upon their academic attainment as specified in Article 8 of this Agreement . No retroactive payments will be made for these amounts to any date prior to the date on which both parties have ratified this Agreement.

All bargaining unit members shall receive a non-recurring off-schedule payment in the amount of Three Hundred Dollars (\$300) to be remitted on the second payroll of March, 2012. This amount shall be prorated for part-time bargaining unit members and shall not be an obligation of the District after the 2011-2012 school year.

APPENDIX B

2011-2012 SCHOOL CALENDAR

August 29, 2011	Professional Development Day – Staff Full Day – (No students)
August 30, 2011	Professional Development Day – Staff Full Day – (No students)
August 31, 2011	CACCEA Staff Classroom Set Up (No Students)
September 1, 2011	CACCEA Staff Classroom Set Up (No Students)
September 2-5, 2011	Labor Day Observance (No Staff and No Students)
September 6, 2011	First Full Day for Students
October 26, 2011	Parent/Teacher Conferences (Evenings)
October 27, 2011	Parent/Teacher Conferences (Evenings)
November 24-25, 2011	Thanksgiving Holiday (Staff and Students Do Not Report)
December 22, 2011 - January 3, 2012	Holiday Observance (Staff and Students Do Not Report)
January 4, 2012	CACCEA Staff and Students Report
January 16, 2012	Professional Development Day – Staff Full Day (No Students)
January 27, 2012	Records Day – No Students
February 17, 2012	Compensatory Day for Minimum of 7 P/T Conference Hours
February 20, 2012	Staff and Students Do Not Report
April 2-6, 2012	Spring Break
May 28, 2012	Memorial Day Observance (Staff and Students Do Not Report)
June 12, 2012	Last Day of School for Students
June 13-14, 2012	Compensatory Days for PLC "After School" Professional Development Hours

	1 st	2 nd	
	<u>6 Mos</u>	<u>+6 Mos</u>	<u>Total Program</u>
Teacher/Staff Days	79	+ 110	189
Student Days	75	+ 105	180

189 Work/Contract Days

APPENDIX C
EXTRA DUTY ASSIGNMENTS

CISD shall have the right to create Advisor and Associate Advisor positions for the following student organizations. The identification of these organizations does not limit CISD's right to discontinue them or any Advisor and Associate Advisor positions serving those organizations.

MITES
HOSA
DECA
Robotics Club
ProStart
FFA
Skills USA

Advisor and Associate Advisor positions are annual extra duty for extra pay assignments. Persons appointed to these assignments are subject to annual renewal and may be removed during the term of their appointment after notice and an opportunity for a hearing with their immediate supervisor.

Advisors for the above organizations shall receive a Five Hundred Dollar (\$500) stipend each school year. Associate Advisors shall receive a Two Hundred Fifty Dollar (\$250) stipend each school year.

CISD shall have the right to determine the number of Advisor and Associate Advisor positions. CISD shall also establish the functions and responsibilities for these extra-pay for extra-duty assignments. Only those persons who have received written designation from the CISD administration that they will be serving as an Advisor or Associate Advisor for a particular student organization shall be entitled to receive compensation for those services under the terms of this Appendix.

If CISD determines to create Advisor and Associate Advisor assignments for student organizations other than those enumerated above, it shall first notify the Association and will post the position(s).