

***MASTER
AGREEMENT***
Between
CALHOUN INTERMEDIATE SCHOOL DISTRICT

and

**CALHOUN INTERMEDIATE EDUCATION
ASSOCIATION, MICHIGAN EDUCATION
ASSOCIATION, NATIONAL EDUCATION
ASSOCIATION**

2018-2021

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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. Speech-Language Pathologists.
9. Transition Coordinators.
10. AT Coordinators.

11. Behavior Specialists.
12. 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. A "temporary" employee is one hired to fill a position for a regular bargaining unit member on approved leave of a fixed duration. The temporary employee, on an annual basis, will be given a contract which will not exceed ten (10) months or the duration of the regular bargaining unit member's leave, whichever is less. If the permanent employee hired is the same employee who has been filling that position on a temporary basis, that employee's seniority and salary step will be from the date hired to fill the temporary position.
 - b. 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 may also be used for up to sixty (60) 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 non-special education 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.

C. 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 or "teachers", 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 Teachers' 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 Teachers' 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 Teachers' Tenure Act.

- D. 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.
- E. 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. Bargaining Unit Member Information.

The Board shall provide to the Association the following information for new bargaining unit members by October 1 annually or within thirty (30) days of hire, whichever occurs first:

1. Name
2. Home address
3. Personal contact phone number
4. Work e-mail address
5. Building Assignment

The above information is provided to the Association for the sole purpose of enabling it to perform its duties as the exclusive representative of employees in this bargaining unit. The Association will use the information disclosed only for that purpose and will use reasonable diligence in safeguarding information regarding the employee's home address and personal contact phone number from disclosure to any other persons or entities.

D. Payroll Deduction.

Upon the written request and authorization of the employee, The Board of Education authorizes payroll deduction of amounts for MESSA or equivalent insurance, U.S. Bonds, Tax Sheltered Annuities, and direct deposit to employee financial accounts (per CISD policy).

E. 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.

F. 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.

The Association will be placed on the agenda for the last one-half (1/2) hour of new employee orientation conducted at the beginning of the school year.

G. 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.

H. Student Records.

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

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 non-tenure and probationary employees (other than probationary employees who are teachers) 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 bargaining unit 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 under Article 7 of this Agreement that can be filled through recall of a laid off non-tenure or probationary employee (excluding probationary employees who are teachers).
- 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 (other than those probationary employees who are teachers) is evaluated at least annually

and that non-tenure employees are evaluated at least once each three (3) years in accordance with the following:

1. Probationary employees (other than those probationary employees who are teachers) and non-tenure 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 a non-tenure employee or probationary employee (other than those probationary employees who are teachers) will be done openly.
3. The formal evaluation of a non-tenure employee or a probationary employee (other than those probationary employees who are teachers) 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 non-tenure employees and probationary employees (other than those probationary employees who are teachers) not later than fifteen (15) 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 non-tenure employee or probationary employee (other than those probationary employees who are teachers) within seven (7) working days of the occurrence.

4. If a non-tenure or a probationary bargaining unit member (other than a probationary teacher) 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 non-tenured and probationary bargaining unit member (except probationary teachers) 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. Non-tenured and probationary bargaining unit members (except probationary teachers) 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 a non-tenured or probationary bargaining unit member (except a probationary teacher) 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 bargaining unit member's (other than a probationary teacher's) supervising administrator shall provide that bargaining unit member with an IDP at a conference called by the evaluator for that purpose. The probationary bargaining unit member (other than a 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. Evaluations of non-tenured and probationary bargaining unit members (other than probationary teachers) 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 a non-tenure bargaining unit member (as defined in Article 1 of this Agreement) shall be for just cause.
- 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. These procedures apply only to non-tenured and to probationary bargaining unit members (other than those probationary bargaining unit members who are teachers).

- 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 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 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.

3. For purposes of this Article,

- a. "classification" shall mean areas of certificate endorsement, approval or state authorization. For example, School Social Worker 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 probationary bargaining unit member (other than a probationary teacher) 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. 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 to non-tenure and probationary bargaining unit members (other than probationary teachers), 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 bargaining unit members 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. Non-tenure and probationary (other than probationary teachers) 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 in non-tenure job classifications 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 in the same job classification as a non-tenure employee shall be recalled prior to a 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.

3. The Board shall give written notice of recall from layoff by sending a certified letter to a laid off non-tenure or probationary employee (other than those probationary employees who are teachers) at his/her last known address. It shall be the responsibility of each laid off non-tenure or probationary employee (other than those probationary employees who are teachers) 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 the above employees.

4. A non-tenure or probationary bargaining unit member (other than a probationary employee who is a teacher) 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 (as identified above in ¶ A of this Article) 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 bargaining unit member's refusal of the offer shall constitute a resignation and his/her employment shall automatically terminate.
5. Probationary bargaining unit members (other than 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. 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 a non-tenured or a probationary bargaining unit member (other than a probationary teacher) 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 a non-tenured or a probationary bargaining unit member (other than a probationary teacher) 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.

EMPLOYEES HIRED ON OR AFTER JULY 1, 2018, SHALL NOT BE ELIGIBLE FOR THIS BENEFIT.

The parties recognize that there are a number of itinerant staff who have a hire date different than their seniority date due to the District absorbing positions from local school districts. For those employees, the District agrees to use seniority date for purposes of determining benefit eligibility under this section.

Early Retirement Notice: Employees providing notice of retirement at least five months in advance of their actual retirement date, but no later than February 1 of the school year, shall be eligible for a \$500 bonus payment. Employees submitting notice of retirement to receive this payment understand that District acceptance of their notice is irrevocable. Payment will be made in the employee's final check.

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 make medical benefit plan cost contributions, as specified below, for a full twelve (12)-month period beginning September 1 for each full-time employee and his/her eligible dependents for the following Plans. Full-time employees not electing Plan 1 or Plan 3 will elect Plan 2. Part-time employees may elect Plan 4 or Plan 5. The medical benefit plan coverage year shall be July 1 – June 30. Effective January 1, 2019, the medical benefit plan year shall be January 1 to December 31. Any medical benefit plan costs exceeding the Board's contribution shall be payroll deducted.

The Board's medical benefit plan contribution shall not exceed the following amounts:

Single subscriber:	\$488.13 per month
Two Person:	\$1,020.83 per month
Family:	\$1,331.27 per month

Effective with the commencement of the medical benefit plan year on July 1, 2018 (or the effective date of this contract, whichever is later), for the remainder of the 2018 calendar year, the above cap amounts will be increased to the maximum hard cap amounts designated by the State Treasurer, in compliance with Section 3 of the Publicly Funded Health Insurance Contribution Act. The Board agrees to adjust the cap amounts again on January 1, 2019, and each January 1 thereafter based on the cap adjustments as determined by the Michigan Department of Treasury and MCL 15.563.

Medical benefit plan costs in excess of the Board's hard cap contribution will be payroll deducted in two equal payments per month. The District will make a Section 125 plan available for this purpose.

EDITORS NOTE: The parties negotiated new insurance options for the calendar year beginning January 1, 2019. The new benefit options will be set forth in a letter of agreement that will become part of this master agreement.

Plan 1

- a. Health Insurance MESSA Choices II with AI Rider; \$10/\$20 RX Co-Pay; \$200/\$400 In-Network deductible (\$400/\$800 Out-of-Network deductible); \$5/\$10/\$25 OV/UC/ ER Co-Pays

- b. Dental Insurance Delta Dental Plan E007

- c. Vision Insurance VSP 3 Gold
- d. Life Insurance Negotiated life insurance in the amount of \$70,000 which provides double benefits in case of accidental death and triple benefits in case of death while a passenger on a commercial carrier.
- e. LTD (Quote 326421) 66 2/3% to maximum monthly
(effective 1-1-15) benefit of \$5,000; 90 calendar day wait, modified fill.

Plan 2

- a. Dental Insurance Delta Dental Plan E007
- b. Vision Insurance VSP 3 Gold
- c. Life Insurance Negotiated life insurance in the amount of \$70,000 which provides double benefits in case of accidental death and triple benefits in case of death while a passenger on a commercial carrier.
- d. LTD (Quote 326421) 66 2/3% to maximum monthly
(effective 1-1-15) benefit of \$5,000; 90 calendar day wait, modified fill.
- d. Cash or Non-taxable options 80% of the MESSA Choices II (as described in Plan 1) single subscriber health insurance rate for MESSA/MEA Financial Services non-taxable options or cash through the Section 125 Plan administered by the District. Employees selecting the cash or Non-taxable option must provide proof of other coverage that meets the Affordable Care Act requirements on affordability and coverage. The employee must also sign an affidavit stating that they are not forgoing the group health insurance options offered here and instead purchasing insurance through the health insurance exchange.

Plan 3 (effective 1-1-15)

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| a. | Health Insurance | ABC Plan 1; \$1,300/\$2,600 deductible; \$0 OV; ABC RX; adult immunization rider. |
| b. | Dental Insurance | Delta Dental Plan E007 |
| c. | Vision Insurance | VSP 3 Gold |
| d. | Life Insurance | Negotiated life insurance in the amount of \$70,000 which provides double benefits in case of accidental death and triple benefits in case of death while a passenger on a commercial carrier. |
| e. | LTD (Quote 326421)
(effective 1-1-15) | 66 2/3% to maximum monthly benefit of \$5,000; 90 calendar day wait, modified fill. |

In the event that the medical benefit plan costs for Plan 3 are less than the Board's medical benefit monthly hard cap contributions, the differential will be contributed, on a monthly basis, into a Health Equity HSA for the enrolled employee.

- B. Part-time employees are not eligible for Plan 1 or 2, but shall be able to select either Plan 3 (prorated based on portion of a full-time assignment worked, subject to approval from the carrier) or one of the following:

Plan 4

- | | | |
|----|--|--|
| 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 |
| c. | Life Insurance | Negotiated Life Insurance in the amount of \$30,000 which provides double benefits in case of accidental death and triple benefits in case of death while a passenger on a commercial carrier. |
| d. | LTD (Quote 326421)
(effective 1-1-15) | 66 2/3% to maximum monthly benefit of \$5,000; 90 calendar day wait, modified fill. |

Board medical benefit plan cost contributions for Plan 4 for part-time bargaining unit members shall be a pro-rated amount of the Board medical benefit plan cost contribution for full-time bargaining unit members specified in Plan 1 and Plan 3, above.

Plan 5

- a. Dental Insurance Delta Dental Plan E007
- b. Life Insurance Negotiated Life Insurance in the amount of \$35,000 which provides double benefits in case of accidental death and triple benefit in case of death while a passenger on a commercial carrier.
- c. LTD (Quote 326421) (effective 1-1-15) 66 2/3% to maximum monthly benefit of \$5,000; 90 calendar day wait, modified fill.
- d. Cash or Non-taxable options \$600, 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. Employees selecting the cash or Non-taxable option must provide proof of other coverage that meets the Affordable Care Act requirements on affordability and coverage. The employee must also sign an affidavit stating that they are not forgoing the group health insurance options offered here and instead purchasing insurance through the health insurance exchange.

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 (9) 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 as compared to the number of days needed to receive a full benefit. 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.

7. Employees are responsible for completing thirty (30) hours of District-provided professional development each school year. These hours will be satisfied by time that is designated on the school calendar applicable to that employee (“on-calendar time”) with the balance of the thirty (30) hours (if any) to be accomplished outside of the regular working hours of the employee (“off-calendar time”).

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 and the Juvenile Home shall be determined by the program supervisor,.
 - 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.
2. Hours for required District-provided professional development shall be subject to the following:
- a. An “on-calendar” professional development day shall be 7 to 7.5 hours in length. Six (6) hours shall be allocated to professional development. There shall be two fifteen (15) minute breaks. For a 7-hour work day, there shall be a thirty (30) minute lunch. If the work day is 7.5 hours, the lunch period shall be sixty (60) minutes.
 - b. “Off-calendar” professional development hours, will be scheduled individually by the employee, and must occur outside of normal work hours such as evenings and on weekends.
 - c. The content of “off-calendar” professional development hours must be approved in advance by the District and aligned with the District’s professional development plan.
 - d. Completion of “off-calendar” professional development hours will be verified by the employee and his/her immediate supervisor.
 - e. Break times and lunch times will not be documented by the employee for “off-calendar” professional development hours; however, the employee must verify that he/she has completed the requisite number of “off-calendar” professional development hours.

<p>12. SICK LEAVE</p>

- 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. However, where the employee's absence does not require a substitute, sick leave may be used in one (1) hour increments.
 - 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. All newly hired bargaining unit members shall, upon hire, contribute one (1) day to the sick leave bank.

In any 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.
 2. Employees (or another person acting with legal authority on behalf of the employee) 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.

Employees who have exhausted their accumulated sick leave are also eligible to apply for withdrawal of sick leave bank days when their minor dependent has suffered a major disability. Where the minor dependent has a pre-existing disability, the sick leave bank may be accessed if the minor dependent either suffers another major disability or where a pre-existing disability becomes exacerbated. The sick leave bank may also be utilized, subject to the above conditions, for other dependents (as defined by the IRS) who incur a major disability, accompanied by extenuating circumstances, at the discretion of the Sick Leave Bank Review Committee.

3. The maximum withdrawal for any employee cannot exceed sixty (60) sick days in a two (2) year school calendar period. Also, the maximum withdrawal for a single disability shall not exceed sixty (60) sick days. The maximum withdrawal amount for less than full-time 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. The Board is not liable and will not extend any sick leave days beyond the days that are available in the bank.
6. 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 (or major disability of eligible dependents, as defined above) and must be willing to submit to an examination by a physician appointed by the Board, at Board expense, if requested.

7. 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.
8. Bargaining unit members shall not draw sick leave bank days while they are receiving statutory or contractual income protection benefits funded by the District or are eligible to receive such benefits.

9. 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.
 10. The District will provide to the Association, by October 1st annually, a statement of the number of sick leave days in the sick leave bank as of the date on which the statement is issued.
- 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 normal situations, multiple leave days under this section must be taken contiguously. Exceptions will be allowed if burial is delayed (e.g., due to weather, family travel, etc.) or a memorial service is held at a later date. 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 Time Off (PTO)

1. Each employee shall be entitled to three (3) days of PTO. PTO shall not be used for other employment.
 - 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. In extenuating emergency circumstances the District may, at its sole discretion, grant PTO in the above situations. Request for exceptions shall be made to the Superintendent or designee.

- b. The employee shall notify their supervisor at least three (3) school days in advance of intent to utilize PTO.
- c. All leave is subject to availability of substitutes.
- d.
- e. Unused PTO (as of June 30) will be credited to the employee's accumulated sick leave by July 31.

2.

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 require 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. Employees traveling by personal vehicle shall be reimbursed for mileage pursuant to District policy. However, where tourist or coach class air fare is less than the total cost of mileage to a conference or convention some distance from Marshall, Michigan, only the cost of the air fare will be allowed as an expense item if the employee chooses to travel by car; additionally, employees choosing to travel by car shall not be entitled to reimbursement for motel or meal costs enroute. 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 Assistant Superintendent for Special Education and the Superintendent as to in-service education needs of the bargaining unit members. Upon request, the Assistant Superintendent for 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.

Each employee shall be responsible for completion of thirty (30) hours of District-provided professional development annually, as is specified in Article 11 of this Agreement.

C. An employee should complete all required professional development by May 30. Should an employee complete all professional development by May 30 of a school year, and he/she is authorized by the District to take additional professional development in June of the school year, the additional professional development may be credited by the District towards the employee's professional development requirement for the next school year. Said additional professional development taken in June must be following the end of the contractual work year.

D. Each employee is responsible for submitting to his/her immediate supervisor the completed Michigan Department of Education Annual Record of Professional Development form (or its successor form), which

will then be verified and signed by the supervisor and placed in the employee's personnel record.

The District will provide reasonable assistance to employees in locating available information to reconstruct any District-provided professional development activities occurring prior to the 2013-2014 school year for purposes of assisting the employee in completing forms necessary for renewal of certification.

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, or any of the conditions described below, 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 conditions described below, 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, including but not limited to inclement weather, utility or power unavailability, water or sewer failure, fire, 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 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.

H. Emergency Manager.

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436. This clause is included in this Agreement because it is required by 2011 Public Act 9.

I. Where a bargaining unit member is assigned to a program that has scheduled a student instruction day on a day that has been designated as a compensatory day for parent-teacher conferences on a calendar that is part of this Agreement and that is applicable to that bargaining unit member, the bargaining unit member and his/her supervising administrator may agree, in writing, to designate an alternate compensatory day for that employee which accommodates program needs and which promotes continuity of service for the program to which the employee is assigned. Should the bargaining unit member and the supervising administrator be unable to reach agreement, the bargaining

unit member will follow the scheduled compensatory day on the calendar that is part of this Agreement.

- J. Covert surveillance, including the use of electronic devices, will not be used without the full knowledge and permission of the employee.
- K. The parties recognize that the District is responsible for delivery of related special education services to eligible students, including the administration of medication. Medication shall be administered in accordance with Section 1178 of the Revised School Code and related applicable mandatory sections of the Health Code.

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19. DURATION

The provisions of this Agreement will be effective upon ratification and will expire June 30, 2021.

In witness whereof, the parties hereunto set their hands and seals this ____ day of _____, 2018.

FOR THE ASSOCIATION

FOR THE BOARD

Sara House,
CIEA President

Russ Claggett,
Assistant Superintendent for
Human Resources

Date

Date

Mary Uldriks,
Bargaining Chairperson

Kori Rafferty,
Assistant Superintendent for
Finance and Operations

Date

Date

Sandy Paesens,
MEA UniServ Director

Joan Reeve
Assistant Superintendent for
Special Education

Date

Date

APPENDIX A**2018-2019**

2018-2019 Step	1.75% All BA	MA	MA+30	MA+60
0	\$38,010	\$38,593	\$40,165	\$40,665
1	\$39,175	\$41,111	\$41,598	\$42,086
2	\$41,362	\$43,634	\$44,122	\$44,608
3	\$43,544	\$46,166	\$46,652	\$47,140
4	\$45,936	\$48,927	\$49,414	\$49,901
5	\$48,140	\$51,474	\$51,960	\$52,447
6	\$50,334	\$54,001	\$54,487	\$54,975
7	\$52,775	\$56,805	\$57,292	\$57,780
8	\$54,968	\$59,357	\$59,844	\$60,331
9	\$57,170	\$61,906	\$62,394	\$62,881
10	\$59,658	\$64,757	\$65,244	\$65,732
11	\$64,275	\$67,330	\$67,816	\$68,304
12	\$64,275	\$72,675	\$73,161	\$73,649

The 2018-2019 salary schedule represents 1.75% increase applied to all steps of the 2017-2018 salary schedule.

2019-2020

2019-2020 Step	1.5% All BA	MA	MA+30	MA+60
0	\$37,356	\$38,981	\$39,474	\$39,966
1	\$39,567	\$41,522	\$42,014	\$42,507
2	\$41,775	\$44,070	\$44,563	\$45,054
3	\$43,980	\$46,628	\$47,118	\$47,611
4	\$46,395	\$49,417	\$49,908	\$50,400
5	\$48,621	\$51,988	\$52,480	\$52,972
6	\$50,838	\$54,541	\$55,032	\$55,525
7	\$53,302	\$57,373	\$57,865	\$58,358
8	\$55,518	\$59,950	\$60,442	\$60,935
9	\$57,742	\$62,525	\$63,018	\$63,509
10	\$60,254	\$65,405	\$65,896	\$66,389
11	\$64,918	\$68,003	\$68,495	\$68,987
12	\$64,918	\$73,401	\$73,893	\$74,386

The 2019-2020 salary schedule represents a 1.5% increase applied to all steps of the 2018-2019 salary schedule.

2020-2021 Step	1.25% All BA	MA	MA+30	MA+60
0	\$37,356	\$38,981	\$39,474	\$39,966

1	\$39,567	\$41,522	\$42,014	\$42,507
2	\$41,775	\$44,070	\$44,563	\$45,054
3	\$43,980	\$46,628	\$47,118	\$47,611
4	\$46,395	\$49,417	\$49,908	\$50,400
5	\$48,621	\$51,988	\$52,480	\$52,972
6	\$50,838	\$54,541	\$55,032	\$55,525
7	\$53,302	\$57,373	\$57,865	\$58,358
8	\$55,518	\$59,950	\$60,442	\$60,935
9	\$57,742	\$62,525	\$63,018	\$63,509
10	\$60,254	\$65,405	\$65,896	\$66,389
11	\$64,918	\$68,003	\$68,495	\$68,987
12	\$64,918	\$73,401	\$73,893	\$74,386

The 2020-2021 salary schedule represents 1.25% increase applied to all steps of the 2019-2020 salary schedule.

Merit Pay: To comply with §1250 of the Revised School Code, the CISD Board of Education will, by policy or resolution, establish a merit pay system to reward teachers for job performance and job accomplishments (effective with the 2018/19 school year).

Add \$100 to annual salary of each bargaining unit member assigned as a Speech and Language Pathologist.

Bargaining unit members who are eligible for step advancement in 2018-2019, 2019-2020 and 2020-2021 will advance one step in comparison to their step placement in the immediately preceding school year. The step progression for 2018-2019 will be implemented on July 1, 2018 or on the first work day following the date on which the Board and the Association have both ratified the successor contract to their 2016-2018 Master Agreement, whichever date is later. To receive a step increase, a bargaining unit member on probation or not yet tenured with the District must receive an evaluation of Effective or Highly Effective on their year-end evaluation.

Effective upon the ratification of this Agreement bargaining unit members shall be prospectively eligible for lateral salary column advancement and for compensation based upon their academic attainment described below. No retroactive payments will be made for these amounts to any date prior to the date on which both parties have ratified this Agreement.

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. 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. Employees in degree programs requiring additional credit hours before the actual issuance of a MA will be eligible for the above payment if the credit hours are earned continuous within the degree program, i.e., the credits are part of the masters program. Current employees presenting documentation to Human ~~Resouees~~Resources to verify compliance with the above language will be eligible for the adjustment for the 2018-2019 school year.
5. 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.
6. 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.
7. 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.
8. Bargaining unit members who have twenty (20) or more years of service with the District shall receive a longevity payment of \$300 per year. Bargaining unit members who attain twenty-five years of service with the District will have the longevity payment increased to \$500 per year. Longevity will be payable in a lump sum on the first payroll of December.
9. The District may, at its discretion, provide a hiring or retention bonus to individuals employed in classifications identified on the Michigan Department of Education critical shortage list during the last three school years. The incentive shall not exceed \$1,000 and such payment is considered non-pensionable.

APPENDIX B – 2014-2015 SCHOOL CALENDARS

**2014-15 CIEA Combined Calendar for:
189 and 224 Day Staff
(189 Day DKDC & Itinerant, 189 Day Juvenile Home and 224 Day Starr Commonwealth Staff)**

2014

July	1	Fiscal Year Begins
July	2 – 4	Independence Day Observance - Starr Staff Do Not Report
July 28 – August 1		Starr All School Pass - Starr Staff Do Not Report
August	21	CIEA New Employee Orientation
August	25	Professional Development - All CIEA Staff Present; First Work Day for 189 Day Staff (No Students)
August	26 – 27	DKDC, Juvenile Home & Itinerant Staff – Classroom/Office Set-Up (No Students)
August	28	Starr Staff - ½ Day Records / ½ Day Professional Development (No Students)
August 28 – September 1		Labor Day Observance – Itinerant and DKDC Staff (Staff and Students Do Not Report)
August 28 – September 1		Labor Day Observance – Juvenile Home Staff (Staff and Students Do Not Report)
August 29 – September 2		Labor Day Observance – Starr Staff (Staff and Students Do Not Report)
September	2	First Day Students – DKDC & Juvenile Home
September	3	Starr Students Return
September	15	DKDC Full Day – Students ½ Day (a.m.) / ½ Day Professional Development (p.m.) – Itinerant Staff Full Day
October	13	DKDC and Itinerant Staff Full Professional Development Day (No Students)
November	6	Starr Staff - ½ Day Records / ½ Day Professional Development (No Students)
November	6 – 7	DKDC Parent Teacher Conference (Students ½ Day a.m.)
November	7	Starr & Juvenile Home Staff Professional Development (No Students)
November	26	189 Day Itinerant & DKDC Staff Comp Day for Working Minimum of 7 Conference Hours
November	26 – 28	Thanksgiving Observance - Starr Staff (Staff and Students Do Not Report)
November	27 – 28	Thanksgiving Observance - 189 Day Staff Do Not Report
December	22 - 31	Holiday Observance - All CIEA Staff Do Not Report

2015

January	1 – 2	Holiday Observance - All CIEA Staff Do Not Report
January	5	CIEA Staff and Students Return from Holiday Observance - Full Day
January	19	Martin Luther King Day Observance – Starr and Juvenile Home Staff Do Not Report
January	19	Records Day Full Day 189 Day Itinerant & DKDC Staff / PD for Itinerant Staff (No Students)
January	30	Starr Staff - ½ Day Records / ½ Day Professional Development (No Students)
February	16	DKDC and Itinerant Staff Full Day – Students ½ Day (a.m.) and ½ Day Professional Development (p.m.)
February	16	Juvenile Home Staff – Full Day Professional Development (No Students)
February	16	Starr Staff – Full Day Professional Development (No Students)
March	16	DKDC and Itinerant Staff Full Day – Students ½ Day (a.m.) and ½ Day Professional Development (p.m.)
April	1 - 2	DKDC Parent Teacher Conference (Students 1/2 Day)
April	2	Juvenile Home Staff Full Day – Work in Classrooms/Offices
April	2	Starr Staff – ½ Day Students (a.m.) / ½ Day Records (p.m.)
April	3 – 7	Spring Break - Starr Staff (Staff and Students Do Not Report)
April	3 – 10	Spring Break: 189 Day and Juvenile Home Staff (Staff and Students Do Not Report)
May	18	DKDC Full Day – Students ½ Day (a.m.) / ½ Day Professional Development (p.m.) – Itinerant Staff Full Day
May	22	DKDC & Itinerant Staff Do Not Report (Compensatory Day for 7 Hours Conference Work)
May	25	Memorial Day Observance - All CIEA Staff (Staff and Students Do Not Report)
May	25 – 26	Memorial Day Observance – Starr Staff (Staff and Students Do Not Report)
June	11	Last Full Day for DKDC & Itinerant Staff / ½ Day For DKDC Students

June	11	Juvenile Home – Last Full Day for Students
June	12	Juvenile Staff – Last Full Day for Staff
June	12	Starr Staff - ½ Day Records / ½ Day Professional Development (No Students)
June	30	Last Day Fiscal Year

APPENDIX B – 2015-2016 SCHOOL CALENDARS

**2015-16 CIEA Combined Calendar for:
189 and 224 Day Staff
(189 Day DKDC & Itinerant, 189 Day Juvenile Home and 224 Day Starr Commonwealth Staff)**

2015

July	1	Fiscal Year Begins
July	1 – 3	Independence Day Observance - Starr Staff Do Not Report
August	3 - 7	Starr All School Pass - Starr Staff Do Not Report
August	27	CIEA New Employee Orientation
August	28	Starr Staff - ½ Day Records / ½ Day Professional Development (No Students)
August	31	Professional Development - All CIEA Staff Present; First Work Day for 189 Day Staff (No Students)
September	1 – 2	DKDC, Juvenile Home & Itinerant Staff – Classroom/Office Set-Up (No Students)
September	3 – 7	Labor Day Observance – Itinerant and DKDC Staff (Staff and Students Do Not Report)
September	3 – 7	Labor Day Observance – Juvenile Home Staff (Staff and Students Do Not Report)
September	4 – 8	Labor Day Observance – Starr Staff (Staff and Students Do Not Report)
September	8	First Day Students – DKDC & Juvenile Home
September	9	Starr Students Return
September	21	DKDC Full Day – Students ½ Day (a.m.) / ½ Day Professional Development (p.m.) – Itinerant Staff Full Day
October	12	DKDC and Itinerant Staff Full Professional Development Day (No Students)
November	5	Starr Staff - ½ Day Records / ½ Day Professional Development (No Students)
November	5 – 6	DKDC Parent Teacher Conference (Students ½ Day a.m.)
November	6	Starr & Juvenile Home Staff Professional Development (No Students)
November	25	189 Day Itinerant & DKDC Staff Comp Day for Working Minimum of 7 Conference Hours
November	25 – 27	Thanksgiving Observance - Starr Staff (Staff and Students Do Not Report)
November	26 - 27	Thanksgiving Observance - 189 Day Staff Do Not Report
December	21 - 31	Holiday Observance - All CIEA Staff Do Not Report

2016

January	1	Holiday Observance - All CIEA Staff Do Not Report
January	4	CIEA Staff and Students Return from Holiday Observance - Full Day
January	18	Martin Luther King Day Observance – Starr Staff Does Not Report
January	18	Records Day Full Day 189 Day Itinerant & DKDC Staff / PD for Itinerant Staff (No Students)
January	29	Starr Staff - ½ Day Records / ½ Day Professional Development (No Students)
February	15	DKDC and Itinerant Staff Full Day – Students ½ Day (a.m.) and ½ Day Professional Development (p.m.)
February	15	Juvenile Home Staff – Full Day Professional Development (No Students)
February	15	Starr Staff – Full Day Professional Development (No Students)
March	21	DKDC and Itinerant Staff Full Day – Students ½ Day (a.m.) and ½ Day Professional Development (p.m.)
March	24 – 29	Spring Break - Starr Staff (Staff and Students Do Not Report)
March	25	Juvenile Home Staff, 189 Day Itinerant & DKDC Staff and Students Do Not Report
March 31 – April 1		DKDC Parent Teacher Conference (Students 1/2 Day)
April	1	Juvenile Home Staff Full Day – Work in Classrooms/Offices
April	4 – 8	Spring Break: 189 Day and Juvenile Home Staff (Staff and Students Do Not Report)
April	8	Starr Staff – ½ Day Students (a.m.) / ½ Day Records (p.m.)
May	23	DKDC Full Day – Students ½ Day (a.m.) / ½ Day Professional Development (p.m.) – Itinerant Staff Full Day
May	27	DKDC & Itinerant Staff Do Not Report (Compensatory Day for 7 Hours Conference Work)
May	27 – 31	Memorial Day Observance – Starr Staff (Staff and Students Do Not Report)
May	30	Memorial Day Observance - All CIEA Staff (Staff and Students Do Not Report)

June	15	Juvenile Home – Last Full Day for Students
June	16	Juvenile Staff – Last Full Day for Staff
June	16	Last Full Day for DKDC & Itinerant Staff / ½ Day For DKDC Students
June	17	Starr Staff - ½ Day Records / ½ Day Professional Development (No Students)
June	30	Last Day Fiscal Year

**APPENDIX C – JOB PERFORMANCE EVALUATION FORMS FOR
NON-TENURE EMPLOYEES**

**CALHOUN ISD
ASSESSMENT**

Name: _____

Category: Special Education Staff

Evaluator: _____

Job Title: _____

**Date(s) of
Observation:** _____

Directions:	1 Self Assessment				2 Administrative Assessment				Comments/Focus Area/Goal Statement
	Meets Expectations	Selected Focus Area	Unsatisfactory	N/A - Not observed	Meets Expectation	Selected Focus Area	Unsatisfactory	N/A - Not observed	
A. Evaluations will be scheduled in accordance with the Master Agreement.									
B. Section 2 is to be completed with the Evaluator at an agreeable date and time.									
C. Final copy will be returned to the individual and placed in his/her personnel file.									
I. JOB REQUIREMENTS (POLICY):									
A. Maintains confidentiality of activities within programs or district.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Attends, on time, required meetings, inservices, programs, seminars, and workshops.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C. Attendance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
D. Follows business procedures as outlined in policy manuals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
E. Follows administrative directives as provided by verbal and/or written memorandum.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
F. Personal appearance is consistent with policy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
G. Maintains security and inventory of equipment and materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
H. Adheres to district safety policy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
II. JOB PERFORMANCE:									
A. PROBLEM-SOLVING									
1. Make logical and correct decisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Effectively deals with difficult and/or crisis situations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Appropriately takes the initiative in facilitating needed aspects of the job assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Maintains flexibility by making adequate and appropriate adjustments to various aspects of specific job assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. MANAGEMENT AND ORGANIZATION									

1. Coordinate instruction, behavioral management and other appropriate student services with other personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Prepares and maintains service plans, logs and documentation of student performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Establish and maintain appropriate records, reports and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Develop and adhere to appropriate schedules and established priorities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Participate/coordinate IEPT/IFSP and other meetings as requested/required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Use technology and support systems for communication and documentation purposes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Demonstrates organization and meets timeline requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Meets multiple demands from several people.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. COMMUNICATIONS AND INTERPERSONAL RELATIONSHIPS								
1. Interpret processes, procedures, and student information to parents and providers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Works cooperatively with parents/guardian.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Works cooperatively as a team member.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Works cooperatively and effectively with administration.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Works cooperatively with community service agencies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Displays good rapport with students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Seeks appropriate assistance when needed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Express self clearly and concisely in written or oral communications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. LEADERSHIP								
1. Provides a positive atmosphere for all students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Directs teacher assistants, student interns, interpreters, and volunteers as necessary.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Demonstrates professional improvement through inservices, conference attendance, college courses, and other professional development activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Provides disability awareness to general education, students, and staff as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Works with staff to successfully integrate students as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Provides staff development and parent/guardian training as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. APPLICATION OF JOB KNOWLEDGE/TECHNIQUES								

1. Plan and direct activities for students according to their academic and behavioral needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Evaluate, interpret, and document student performance using formal and informal assessment activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Develop and implement behavioral interventions and behavior intervention plans as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Participates in the development of quality IEP/IFSP including clear and measurable goals and objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Possesses and applies knowledge of current research and theory in academic and discipline areas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Plans and implements therapy/instruction based upon student objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Complete and present a written evaluation report to parents/guardians and the local educational agency within required timelines.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Provide prereferral consultation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Assist in the development of educational program services with appropriate modifications, accommodations and equipment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Demonstrates use of various methods and techniques to address the needs of individual students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RATING GUIDELINES			
<p>MEETS EXPECTATIONS:</p> <ul style="list-style-type: none"> Meets expectations of the job description. 	<p>SELECTED FOCUS AREA:</p> <ul style="list-style-type: none"> Designated area for improvement. 	<p>UNSATISFACTORY:</p> <ul style="list-style-type: none"> Does not meet expectations of the job description. Individualized Development Plan is required (if an IDP has been issued, the evaluator will attach a narrative assessing the staff member's progress in attaining IDP goals). 	<p>N/A</p> <ul style="list-style-type: none"> Does not apply to this position.

Considering all factors, the work of this employee is (check one):

- Satisfactory
- Satisfactory with improvements needed in specified performance areas
- Unsatisfactory

Employee's Signature:

Date:

Assessor's Signature:

Date:

Please attach a separate piece of paper to this Assessment if employee wishes to respond to the Assessment as presented.

**Calhoun Intermediate School District
Staff Evaluation Planning Calendar**

Name of Staff Member: _____ School Year: _____

Name of Evaluator _____ Hire Date: _____

The evaluation is to be completed openly and in conformance with CIEA contractual language as identified under Section 5 – Evaluation Procedures.

Pre-Evaluation Conference Date: _____ Time: _____

Review of:

A. Instrumentation: Calhoun ISD Assessment for Special Education Staff

B. Job Description: _____
(Name of Professional group)

C. CISD/ LEA/ PSA/Parent/ Community/ Professional Contacts (1-3 mutually agreed upon individuals):

1. _____
2. _____
3. _____

D. Evaluation Procedure: Observation Opportunities: *(check all that will apply)*

Psych	<input type="checkbox"/> Meetings with other staff <input type="checkbox"/> IEP meeting <input type="checkbox"/> Child study meeting <input type="checkbox"/> Parent meetings/conferences <input type="checkbox"/> Re-Evaluation Planning meeting <input type="checkbox"/> MDR meeting <input type="checkbox"/> Test Review meetings with student/parent <input type="checkbox"/> Curriculum based student assessment	Speech	<input type="checkbox"/> Meetings with other staff <input type="checkbox"/> IEP meeting <input type="checkbox"/> Child study meeting <input type="checkbox"/> Parent meetings/conferences <input type="checkbox"/> Individual/Group Therapy Session <input type="checkbox"/> Classroom Integrated Setting <input type="checkbox"/> Meetings with other staff <input type="checkbox"/> IEP meeting
SSW	<input type="checkbox"/> Meetings with other staff <input type="checkbox"/> IEP meeting <input type="checkbox"/> Child study meeting <input type="checkbox"/> Parent meetings/conferences <input type="checkbox"/> MDR meeting <input type="checkbox"/> CBI activities <input type="checkbox"/> Group Therapy Session	Consultants	<input type="checkbox"/> Child study meeting <input type="checkbox"/> Parent meetings/conferences <input type="checkbox"/> Individual/Group Therapy/Instruction <input type="checkbox"/> Classroom Integrated Setting <input type="checkbox"/> Student Assessment <input type="checkbox"/> Meetings with other staff <input type="checkbox"/> IEP meeting <input type="checkbox"/> Child study meeting <input type="checkbox"/> Parent meetings <input type="checkbox"/> Individual/Group Therapy/Instruction <input type="checkbox"/> Classroom Integrated Setting <input type="checkbox"/> Student Assessment
		OT/PT	

Prearranged Observation: 1. Date: _____ Time: _____

(At least 2 observations are required) 2. Date: _____ Time: _____

3. Date: _____ Time: _____

PROBATIONARY STAFF ONLY	IDP Development/Revision	<input type="checkbox"/> Attached	Date: _____
	PD Log (must have 15 days by end of 3 rd year probation)	<input type="checkbox"/> Attached	Date: _____

Post Evaluation Conference Date: _____ Time: _____

(Must complete within 15 working days after the last formal observation supporting the evaluation if requested by employee/evaluator)

Written Report: Review & Obtain Signature of Staff Member (Due – April 1st)

Satisfactory Evaluation Evaluation Not Satisfactory Improvement Plan is Developed

Staff Signature Date Supervisor Signature Date

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

Re: Article 1: Recognition

This Letter of Agreement is entered into this ____ day of _____, 2014 between the Board of Education of the Calhoun Intermediate School District (CISD) and CIEA (Association). The parties desire to clarify the meaning and implementation of Article 1, ¶ B(1) by expressing their understanding and agreement that for purposes of Article 1, ¶ B(1), the substitute employee or temporary employee referenced does not need to be an individual hired directly by the Board as its own employee, but can instead be an individual furnished through a third party which is able to provide substitute or temporary employees.

It is recognized that the terms of this Letter of Agreement apply only to temporary and substitute positions excluded from the bargaining unit. The District will not rely upon the provisions of this Letter of Agreement to outsource or subcontract work that belongs to the bargaining unit.

FOR THE ASSOCIATION

FOR THE BOARD

Amy Ladd,
CIEA President

Larry Yarger
Assistant Superintendent for
Human Resources

Date

Date

Dean Worden,
Bargaining Chairperson

Tom Bean,
Assistant Superintendent for
Finance and Operations

Date

Date

Tara Wilbur,
MEA UniServ Director

Date

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