

AGREEMENT

BETWEEN

**THE CHARLEVOIX-EMMET INTERMEDIATE
SCHOOL DISTRICT**

AND THE

**CHARLEVOIX-EMMET INTERMEDIATE
EDUCATION ASSOCIATION**

**September 1, 2020
to
August 31, 2023**

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WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Charlevoix-Emmet Intermediate School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulation of educational practices and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

THEREFORE, the parties have reached certain understandings which they desire to confirm in this Agreement.

ARTICLE I
RECOGNITION

- A. The Board of the Charlevoix-Emmet Intermediate School District recognizes the Charlevoix-Emmet Intermediate Education Association as the exclusive bargaining agent for all personnel, regularly employed, certified, and/or approved by the State Department of Education, and/or considered to be a professional employee in a position requiring a minimum of a Bachelor's degree or its equivalent. Exceptions are the Superintendent and other administrative personnel unless providing direct service to students or consultative services to teachers.
- B. The term "professional instructional employee" when used hereinafter shall refer to all employees represented by the Association in the bargaining unit as above defined.
- C. The Board agrees not to bargain with any professional instructional employees or professional instructional employees' organization other than the Charlevoix-Emmet Intermediate Education Association for the duration of the Agreement. Nothing contained herein shall be construed as preventing any professional instructional employee, association member or non-member, from presenting and/or adjusting a grievance without intervention of the Association so long as the grievance adheres to the terms of this Agreement.
- D. Nothing contained herein shall be construed to deny or restrict any professional instructional employee rights he/she may have under the Michigan General School Laws or Teacher Tenure Act.
- E. Nothing contained herein shall prevent the Board from modifying, revising, combining, or eliminating any position of employment in this article pursuant to the conditions of this Agreement.
- F. Any new position created during the life of this Agreement will be added to the unit providing it fits the description of "professional instructional employee" as used in this Agreement.
- G. As required per Section 15 Public Act 336 of 1947, MCL 423.215 an Emergency Manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575, shall be allowed to reject, modify, or terminate this collective bargaining agreement without a right to bargain that would infringe on the exercise of powers of the act.

ARTICLE II
BOARD RIGHTS

- A. The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school district and its properties and facilities, and the duties, responsibilities and assignment of professional instructional employees and other employees, during the working day.

2. To hire all employees and, subject to provision of law and this Agreement, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
- B. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement. This subsection shall not be interpreted as a waiver of any of the rights of the Association under the law.
- C. The listing of specific management rights in this Agreement, is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

ARTICLE III

ASSOCIATION AND PROFESSIONAL INSTRUCTIONAL EMPLOYEE RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiating and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any professional instructional employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against Association members with respect to hours, wages, or any terms or conditions of employment by reason of their membership or non-membership in the Association, their participation (or non-participation) in any activities of the Association or collective professional negotiating with the Board of their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board agrees to furnish the Association available information concerning the financial resources of the District.
- C. Employees shall be entitled to full rights of citizenship and no religious, race, or political activities of any professional instructional employee or the lack thereof shall be grounds for discrimination with respect to the professional employment of such professional instructional employee, provided that a professional instructional employee shall not seek to advance racial, political or religious views during the prescribed hours when on professional duty.

ARTICLE IV

INDIVIDUAL CONTRACT OF EMPLOYMENT

- A. The parties agree that every professional instructional employee will be required each school year to sign an individual contract of employment as provided in Section 569 of the School Code and that every such contract shall contain the following: "This contract (see Appendix 4 and 5) is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the exclusive bargaining representatives of professional instructional employees employed by the Board. The

terms of such collective labor agreement are incorporated herein and by accepting this contract, you agree to be bound by all such terms.

The District shall provide to the Association, upon request, a list of individual professional instructional employee salary information and full/part-time employment status.

- B. The employer will continue its practice of allowing voluntary payroll deductions when authorized by employees for purposes other than for payment of association dues or agency service fees, provided any such payroll deduction has been approved by the employer in advance.

ARTICLE V
PROFESSIONAL LEAVE

- A. At the beginning of each school year a professional instructional employee shall be credited with thirty (30) days leave which may be used as follows:
 - 1. The personal illness or disability of the professional instructional employee, the personal illness of an immediate family member of a professional instructional employee, or for maternity or child care purposes as a result of a pregnancy for which the Superintendent may request a statement from a physician.
 - 2. Two (2) personal business days and four (4) discretionary days with the prior approval of the Supervisor. (Refer to procedure in the Personnel Handbook – no changes to current process)
 - 3. Leave because of death of a family member or of a person of importance to the Association member.
 - 4. Each professional instructional employee shall be granted two (2) visitation days each year for the purpose of enriching professional capabilities. Visitation days shall be approved by the appropriate administrators prior to making such arrangements.
 - 5. Up to thirty (30) days per pregnancy can be used for maternity/child care purposes unless more time is necessary for medical reasons. In such cases, accumulated sick days shall be used in the same way as for any other illness.
 - 6. Individuals with five (5) or more years of experience with the Intermediate School District will begin to accumulate sick leave in addition to thirty (30) days. Accumulation will begin in year six (6) of employment and will be credited at five days (5) per year. For example: In year six (6), the number would increase to 35 and in year seven 40. Five (5) days would be added for each succeeding year. Days of sick leave in excess of thirty (30) taken in any year would reduce the total accumulated number of sick days.

By September 1, each year individuals will be allowed to designate up to two (2) days of his/her accumulated sick leave days from a prior year to a sick leave pool for use limited to serious personal long-term illness or the serious long-term illness or death of an immediate family member (spouse, child, parent, or other when approved by the Superintendent). Days designated in this manner would reduce the donor's number of previous accumulated sick leave days.

To access the bank, the recipient must have exhausted all of their own available leave time and have approval of the Superintendent. Use of these days for personal serious long-term illness would be limited to no more than the days required to achieve the 30-day fill requirement for long-term disability. Use of these days for long term illness or death of an immediate family member would be limited to fifteen (15) days per occurrence. The fifteen (15) day limit may be extended by the Superintendent.

The September 1, deadline may be waived with mutual agreement between the Superintendent and Executive Board of the Association.

B. Long Term Disability

1. A professional instructional employee who becomes disabled will be eligible for Long Term Disability once sick leave has expired. Retirement credit will be paid on that portion of LTD benefits, self-funded by the District for the remainder of the school year in which the disability occurs.

C. A professional development fund will be established for each professional instructional employee with an annual amount of \$800 per year. Uses could include but not limited to:

- Professional dues with the exception of union dues
- Licensing or certification fees
- Professional journals
- Professional materials
- Conference expenses

These funds are not intended to be used for items that would typically be purchased from a supply budget. Individuals must obtain prior approval for expenditures from this fund. Any denials are not subject to the grievance procedure.

With prior approval of the Superintendent, to determine the appropriateness, professional employees shall be allowed up to six (6) days annually for conference attendance. The number of days may be extended at the discretion of the Superintendent.

If the financial condition of the District requires a layoff of personnel, the amount placed in individual professional development funds may be reduced. The amount placed in the conference fund may be increased following an annual review by the Board.

Professional instructional employees will be required to justify incurred expenses with receipts of payment as needed for annual audits. The amount for part-time employees will be the percentage of time worked times the annual amount per full-time employee budgeted. All expenses in excess of the amount budgeted will be the responsibility of the individual employee.

In the event that a professional instructional employee does not use his/her entire annual allowance, the remaining amount shall be rolled over for future use in subsequent years with a maximum accumulation of \$2,400.

D. The Board agrees to reimburse with the approval of the Superintendent any professional instructional employee who enrolls in a course related to his/her instructional objectives under the following conditions:

1. The professional instructional employee must have completed eighteen (18) semester hours beyond Bachelor level toward continuing certification, if applicable, for the position.
 2. Reimbursement for tuition and required test or texts will be given upon completion of the course.
- E. The Board shall grant to any professional instructional employee a leave of absence, without pay, for child care, medical emergencies, and other unforeseen circumstances. The following conditions apply:
1. The professional instructional employee must notify the Superintendent, in writing, sixty (60) days prior to beginning of the leave. The sixty (60) day notification may be waived by the Superintendent in case of an emergency.
 2. The leave shall be granted for a period of not to exceed the remainder of the school year and may be renewed at the discretion of the Superintendent.
 3. Should a replacement be needed, termination of the leave shall be at the written request of the professional instructional employee sixty days prior to return.
 4. Insurance benefits will be continued at the Board's expense for a period of one (1) calendar month each sixty (60) school days worked during the school year or for the length of eligible FMLA leave if longer. The employee will be responsible for any health benefit costs above the PA 152 limit and subject to cancellation for non-payment. This benefit is non-cumulative from year to year. After that, insurance options may be paid by the professional instructional employee for the remainder of the leave at the professional instructional employee's option. The professional instructional employee shall be notified prior to the discontinuation of benefits in the event that the professional instructional employee's eligibility for benefits paid by the Board has expired.
 5. In the case of the disability of a member, the Board agrees to provide insurance benefits for the remainder of the contract year. The employee will be responsible for any health benefit costs above the PA 152 limit and subject to cancellation for non-payment. Benefits may be extended by the Board beyond this period. For purposes of this Article, the contract year ending and beginning dates are defined as September 1 through August 31.
 6. The professional instructional employee upon returning to the staff will be placed at the next one half step on the salary schedule providing ninety (90) school days of prior service have been completed during the school year. The Board, at the recommendation of the Superintendent, may grant an additional one-half year credit on the salary schedule for days completed in addition to ninety (90) days. A professional instructional employee returning from leave under this Article shall be placed in a professional position substantially the same as he/she occupied prior to such leave.
 7. Where possible, a pre-service training period should be arranged for the substitute employee to help assure a continuity of service.

- F. At the recommendation of the Superintendent, the Board may grant a leave of absence for advanced professional study at an accredited college or university. Such leaves shall be contingent upon obtaining the services of an acceptable, qualified replacement for a vacated position as determined by the Superintendent, and shall be limited to one (1) in any school year. No professional instructional employee shall be granted more than one (1) such leave. During the leave, the professional instructional employee shall receive a health insurance package but no salary. The employee will be responsible for any health benefit costs above the PA 152 limit and subject to cancellation for non-payment. Upon the satisfactory completion of the advanced study, the professional instructional employee will be restored to a professional position with the District. Reimbursement for tuition and required texts and tests incurred during the leave will be provided to the professional instructional employee following the first regular Board meeting in September, dependent upon the professional instructional employee signing a contract with the District for a one (1) year period, unless the position was eliminated or laid off. Following the leave, the professional instructional employee shall be placed on the next higher step on the salary schedule, if applicable.
- G. Professional instructional employees who are called for jury duty or to appear as a witness in court involving an ISD work related matter will continue to receive pay as if they were on regular duty during the time of service. If the employee receives a fee, the amount of the fee shall be deducted from the regular pay.
- H. A military leave of absence shall be granted to any professional instructional employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such a leave, employees shall be placed at the same position on the salary schedule as they would have been had they taught in the District during such period. Any professional instructional employee who has completed military service with an honorable discharge prior to employment in the District shall be credited one (1) step on the salary schedule for each year of active service up to a maximum of two (2) years.
- I. The employer shall grant the Association ten (10) leave days for the use of its representatives to conduct Association business or participate in Association activities. It is understood that the Association shall reimburse the District for the cost of substitutes (if necessary) and district retirement costs for the day(s) so taken. The Association shall give the Superintendent or his/her designee forty-eight (48) hours' notice before using such leave.

ARTICLE VI
TEACHING CONDITIONS

The parties recognize the optimum school facilities for both student and professional instructional employee are desirable to insure the highest quality of education which is the goal of both the Board and the Association. It is also acknowledged that the primary duty and responsibility of the professional instructional employee is to instruct and that the organization of the services and the school day is directed toward insuring that the energy of the professional instructional employee is primarily utilized to this end.

- A. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance reflect adversely upon education and shall be promptly reported to the offending professional instructional employee and the Association.
- B. Schools not providing adequate facilities when so determined by the Director of Special Education, Superintendent of the local school district and the professional instructional employee involved shall be requested to provide alternative methods of the delivery of services.
- C. The professional instructional employee shall notify the immediate supervisor and an I.E.P.T. meeting shall be called when persistence of misbehavior or other disruptive effects makes continued services hazardous to other students, the professional instructional employee, and/or program support personnel.
- D. Professional instructional employees shall be expected to exercise reasonable care with respect to the safety of pupils and property but shall not be responsible for, except in case of gross negligence or gross neglect of duty, restitution due to any damage or loss to person or property unless ordered by a court, arbitrator, or administrative agency.
- E. Professional instructional employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- F. A special meeting may be called by mutual agreement of professional instructional employees and the administration.
- G. Professional instructional employees will be reimbursed for damage to personal property incurred during the performance of duties. Such damage must be shown to be more than the wear and tear, soiling, or breakage that would routinely be expected, or resulting from personal negligence.
- H. No disciplinary material shall be placed in the professional instructional employee's personnel file without him/her being informed of same. For bargaining unit employees not subject to the Teacher's Tenure Act, the ISD may not discipline an employee until the employee has received information regarding the allegation(s) including the identity of the complainant(s) and an opportunity to receive counsel from his/her Association representative.

If the professional instructional employee disagrees with information contained in their personnel file, he/she shall have ten (10) days to file a written rebuttal or explanation to material in his/her file. If any material in the file is found to be inaccurate or in error based on mutual agreement, such material shall be either corrected or expunged, whichever is appropriate.

- I. In the event that a Freedom of Information Act (FOIA) request is made for information contained in a professional instructional employee's file or for individual records, the employee shall be promptly informed of such request. If permitted under FOIA, the Board may take up to the maximum time allowed under the law to respond to such a request in order to allow the professional educational employee the time to access his/her personnel file and rights under the law. If any material in the file is found to be inaccurate or in error based on mutual agreement, such material shall be either corrected or expunged, whichever is appropriate prior to release.
- J. All professional instructional employees shall be provided access to copies of general procedures regarding universal health precautions; handling and disposal of blood borne pathogens; and administering, handling and disposal of medications among other policies as they are included in the professional instructional employee handbook. Professional instructional employees shall be promptly notified when changes or updates to these policies are approved.
- K. Appropriate in-service shall be provided to all affected professional instructional employees when a student with special medical needs requires it.

ARTICLE VII
LAYOFF AND RECALL

It is hereby specifically recognized that it is within the sole discretion of the Board to effectuate reductions in personnel attributable to program reduction or elimination, declining enrollment, declining funding, impacting Federal or State Law rule changes or interpretations, or other conditions which the Board determines to necessitate a reduction in personnel. Layoff and recall procedures for professional instructional employees who are subject to the Michigan's Teacher Tenure Act 4 of 1937, MCL 38.71 will not proceed as described below but will be conducted per board of education policy. Layoff and recall for all other professional instructional employees will proceed as follows:

- A. The Board of Education may implement staff reductions upon sixty (60) calendar days' written notice to the affected employee(s).
The sixty (60) calendar day notice shall not apply to professional instructional employees working in the summer on extended school year programs. Regarding the summer school program only, the Board will provide at least ten (10) calendar days' notice of layoff to affected professional instructional employees. In no event will a professional instructional employee be laid off from a summer program after August 1st.
- B. "Seniority" shall be defined as years of uninterrupted service in the bargaining unit with the District, beginning with the first day of contracted service except where the interruption is caused by a leave of absence or a layoff during which time seniority will be retained but will not accumulate. A year's seniority shall be defined as the number of work days stated in the Master Agreement, or, if employed by the first day of the District calendar, the number of days required to accrue one-year service credit from MSPERS. Fewer days will be prorated. Professional instructional employees promoted to

positions outside the bargaining unit shall have their accumulated seniority frozen, as of the time of transfer to the non-bargaining unit position. Seniority accumulated may be utilized for returning to the bargaining unit, if necessary through displacement of a less senior certified bargaining unit member.

- C. By the end of the first semester of each school year, the Board will provide the Association and each bargaining unit member with an up-to-date seniority list of all personnel possessing seniority under this Agreement. If a professional instructional employee believes the list to be inaccurate, he/she shall have thirty (30) calendar days from the date of distribution of the seniority list to make written objection to the Board and the Association. If no written objection is received, the published list will be regarded as conclusively accurate for that year. Prior to any affirmed layoff or abolition of position an update will be presented to the Association. If no written objection is received within ten (10) days, the published list will be regarded as conclusively accurate.
- D. "Certified" shall be defined as holding all certificates, endorsements, licenses and/or approvals required by law and Michigan Department of Education regulation to serve in the position assigned. Further, it is the professional instructional employee's responsibility to file such certificates, endorsements, licenses, and/or approvals with the Board. "Certified" shall also include position specifications issued by governmental authority in connection with receipt of full categorical, membership or grant funding for a particular program operated by the Board. The certification status of a professional instructional employee on file with the School District shall be considered conclusive for all purposes under this Agreement.

The professional instructional employee shall provide written notice to the Board and Association of any change to his/her certificates, endorsements, licenses, or approvals after the original filing of same with the Board. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon. The professional instructional employee shall further notify the Board and Association, in writing, in the event that he/she petitions the State Board of Education for nullification or limitation of his/her certificate, one or more endorsements thereon or a grade level certification appearing on the certificate.

- E. The certification of a professional instructional employee to be laid off shall be the certification on file with the Board at the time the notice of layoff is sent. The certification of a professional instructional employee to be recalled from layoff shall be the certification on file with the Board at the time the notification of recall from layoff is sent. It is the professional instructional employee's duty to make sure the Board's records are correct and to notify the Board, in writing, of any inaccuracies or changes.
- F. Layoffs of professional instructional employees except those who are defined as Teachers under Michigan's Teacher Tenure Act 4 of 1937, MCL 38.71 shall be implemented in the following order:
1. If reduction is still necessary then professional instructional employees in the specific positions being reduced or eliminated (e.g. Speech Therapists, Social Workers, etc.) shall be laid off in accordance with seniority, and certification, providing that previous evaluations have been satisfactory.

In the event of equal seniority, certification and qualification, the following shall be the determining

factors: background and attainments, experience, ability, attitude, past performance, attendance, interest, capabilities, and evaluations.

2. Senior professional instructional employees whose positions have been eliminated shall have the right to displace the least senior bargaining unit member occupying a position which the displaced professional instructional employee is certified to hold. Should there be no such individual, the displaced professional instructional employee shall be placed on layoff status.

G. Recall procedures for professional instructional employees who are subject to the Michigan's Teacher Tenure Act 4 of 1937, MCL 38.71 will not proceed as described below but will proceed per board of education policy. Recall for all other professional instructional employees shall be recalled in inverse order of lay-off for new position openings for which they are certified in accordance with the procedures specified in this Article.

1. All recall is to be by certified mail to the professional instructional employee's address of record. It is the responsibility of the professional instructional employee to insure that the Board has a current address of record.

The professional instructional employee shall have ten (10) working days to respond to any recall offer from the date of receipt of the offer. Bargain unit members may refuse recall to a position which is not at least equal in hours to the position held prior to layoff and remain eligible for recall.

A bargaining unit member, not including probationary professional instructional employees, is allowed the option to decline recall one time while under a conflicting employment contract with another Michigan K-12 or Intermediate School District. However, not later than April 1 of the school year in which recall is declined under this provision the bargaining unit member shall either submit a written resignation for acceptance by the Board -or- shall file a written statement with the Board confirming his/her intent to return to active service with the Board if offered a position for the ensuing school year. Failure to comply with the provisions of this paragraph shall result in a loss of seniority and re-employment rights.

A bargaining unit member, not including probationary professional instructional employees, who can obtain a release (without penalty) from a conflicting employment contract with another Michigan K-12 or Intermediate School District shall not be eligible to decline recall under the above provision. This portion of the provision may be waived at discretion of the Superintendent.

2. Bargaining unit members with date of hire after July 1, 1994, if on layoff, will remain on the recall list for a period not to exceed five years from their effective date of layoff. At the expiration of the recall period, all rights to re-employment are automatically lost.

H. It is the goal of the District to work with professional instructional employees to avoid potential layoffs. The District will make every effort to insure that members of the Bargaining Unit will be continued in employment. This goal is most effectively accomplished through long term planning for the delivery of services. The District will invite involvement of staff representatives to serve on educational planning and advisory groups and will provide incentives for retraining and the update of skills.

- I. In the event of a potential layoff, not directly related to a reduction of funding for the ISD, a mutually agreed upon sabbatical may be granted at one-half salary and an insurance package for up to one year. To qualify for paid sabbatical leave the professional instructional employee shall have

demonstrated his/her willingness to avail themselves of training opportunities mutually agreed upon by the Board and the professional instructional employee. Approval of such leave request will be at the discretion of the Superintendent.

- J. Existing insurance benefits will be continued at the Board's expense for a period of one (1) calendar month each sixty (60) school days worked during the school year. This benefit is non-cumulative from year to year. The employee will be responsible for any health benefit costs above the PA 152 limit and subject to cancellation for non-payment.

ARTICLE VIII

NOTIFICATION OF PROFESSIONAL OPPORTUNITIES

This section does not apply to professional instructional employees subject to the Michigan's Teacher Tenure Act 4 of 197, MCL 38.71

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its professional instructional employees. Requests by a professional instructional employee for transfer to a different class or position shall be made in writing to the Superintendent.
- B. A vacancy shall be defined for purposes of this contract as a situation where a vacant position was previously held by an employee or when a new position covered by this Article is created.
- C. Professional instructional staff members who are interested in potentially transferring to new positions within the district shall express such interest in writing to the Superintendent for consideration during future position openings.
- D. Whenever a new position or a vacancy as defined in this article arises, the administration shall post notification of the position so present staff members may apply for the opening. The President of the Association shall be notified by e-mail. A job description and qualifications for the position shall be posted on the district's website and on bulletin boards at the Char-Em Charlevoix Office, Taylor School, and Boyne City buildings.

During summer vacations or other periods of extended absence, professional instructional employees wishing to be notified of vacancies shall deliver written notice to the Superintendent. The Superintendent's office will notify the professional instructional employee of vacancies by e-mail.

ARTICLE IX

SUBCONTRACTING

- A. The duties of any professional instructional employee or the responsibilities of any position in the bargaining unit shall not be altered, increased, or transferred to persons not covered by this Agreement.
- B. The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit, except in emergencies when bargaining unit members are not available or have refused to do the work as assigned. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances

which call for immediate action in a situation which is not expected to be of a recurring nature.

- C. The Employer shall give professional instructional employees preference for work they have customarily performed. In accordance therewith, the Employer will not subcontract work unless (a) the skills and equipment needed to perform the work, specified are unavailable in the school system or cannot be obtained in a reasonable time or (b) the schedule for such work cannot be met with the equipment or skills available for such work.

ARTICLE X

PROFESSIONAL INSTRUCTIONAL EMPLOYEE EVALUATION

The Board and the Association recognize the need for evaluation and the procedure for evaluation of professional instructional employees. Employee evaluation procedures for professional instructional employees subject to the Michigan's Teacher Tenure Act 4 of 1937, MCL 38.71 will be conducted per Board of Education policy. Employee evaluation procedures for all other professional instructional employees shall be established by the joint effort of the Association and the Superintendent. The purpose of professional evaluation is to provide an environment that encourages constructive communication and promotes a continuing process of professional improvement striving for excellence. Evaluation procedures will include:

- A. Formal observations will occur with the prior knowledge of the professional instructional employee who will also be notified of the observer.
- B. Video devices will only be utilized for formal observations with the knowledge of the professional instructional employee.
- C. An electronic report of observations will be provided to the professional instructional employee within ten (10) working days of the observation. This report will become part of the year end performance evaluation.
- D. A summation of local districts staff and administrative input as to the professional instructional employee's performance may be prepared by Administration and discussed with the professional instructional employee. A written response may be made by the professional instructional employee if desired and attached. Copies shall be provided to the professional instructional employee and placed in the professional instructional employee's personnel file.
- E. Mutual discussion of any observation and the year-end performance evaluation between observer and professional instructional employee.
- F. A professional instructional employee may provide a written response if desired.
- G. Copies of the year end performance evaluation will be placed in the professional instructional employee's electronic personnel file.

ARTICLE XI

PROGRESSIVE DISCIPLINE POLICY

Progressive discipline procedures for professional instructional employees subject to Michigan's

Teacher Tenure Act 4 of 1937, MCL 38.71 will follow board of education policy. Progressive discipline procedures for all other professional instructional employees are described below:

A. Definitions:

Progressive discipline is that action taken by the Board or its representative against a professional instructional employee for acts or omissions which shall include, but not to be limited to, those acts or omissions described in Grounds for Misconduct listed below. Instructional employees not subject to Michigan's Teacher Tenure Act shall be disciplined or discharged only for just and reasonable cause.

B. Grounds for Progressive Discipline:

The following acts or omissions by any professional instructional employee of this school district individually or in concert with any other person or persons, shall constitute just cause for progressive discipline.

1. Conduct which violates any established rules, regulations, policies or directives of the Board.
2. Conduct which violates any provision of this collective bargaining agreement between the Board and the professional instructional employees' union.
3. Conduct which violates the criminal law of this state or of the United States.
4. Conduct that is prejudicial to the proper administration of the duties and obligations imposed on the school district by the laws of this state.
5. Conduct that exposes the school district or educational profession to contempt, censure, ridicule, or reproach.
6. Conduct that is contrary to common established standards of justice, ethics, honesty, or good morals.
7. Insubordination.
8. Excessive tardiness.
9. Excessive absenteeism.

C. Persons Qualified to Issue or Implement Progressive Discipline:

The School Board, the Superintendent, or an administrator with supervisory responsibility over a professional instructional employee, may issue or initiate progressive discipline to such professional instructional employee.

D. Forms of Progressive Discipline:

Misconduct may be grounds for applying the following progressive discipline measures:

- | | |
|------------------------|---------------------------|
| 1. Oral warning | 4. Suspension without pay |
| 2. Written reprimand | 5. Discharge |
| 3. Suspension with pay | |

The parties acknowledge that more egregious misconduct will result in proportionately more severe forms of discipline and progressive discipline measures may be skipped to implement the more severe form of discipline.

E. Discharge:

Any professional instructional employee discharged under this provision shall forfeit all rights to fringe benefits.

ARTICLE XII
GRIEVANCE PROCEDURE

- A. A claim by a professional instructional employee or the Association that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement or any issues dealing with terms or conditions of employment may be processed as a grievance, except as excluded in other provisions of this Contract.
- B. The Association shall designate one (1) representative to handle grievances when requested by the grievant.
- C. Professional instructional employees who believe that they have been wronged by violation of this Agreement shall report the alleged grievance to their immediate supervisor within ten (10) school days. At their discretion the grievant may ask that a member of the Association accompany them to the informal meeting. If as a result of an informal discussion with the supervisor a grievance still exists, within ten (10) school days the professional instructional employee may invoke the formal grievance procedure included herein by submitting to their immediate supervisor the Grievance Report form as included in Appendix 3.
A copy of the Grievance shall be transmitted to the President of the Association and to the Chairperson of the Grievance Committee.
- D. Within ten (10) school days of receipt of the grievance, the immediate supervisor shall meet with the representative regarding the grievance and shall indicate the disposition of the grievance in writing within ten (10) school days and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) school days of such meeting (or ten '10' school days from date of filing, whichever shall be later) the grievance shall be transmitted to the Intermediate School District Superintendent. Within ten (10) school days the Superintendent shall meet with the representative of the Association on the grievance and shall indicate the disposition of the grievance and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within ten (10) school days of such meeting (or ten '10' days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary of the Board. The Board, no later than its next regular meeting or ten (10) calendar days, whichever shall be later, may hold a hearing on the grievance, review such grievance, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than ten (10) school days thereafter. A copy of such disposition shall then be furnished to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the ten (10) school days provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other

party. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

- H. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the professional instructional employee's individual contract term of employment or as soon as possible thereafter.
- J. If individual professional instructional employees have personal complaints which they desire to discuss with their immediate supervisor or the Intermediate School District Superintendent, they are free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of the Agreement. In the administration of the grievance procedure, the interests of the professional instructional employees shall be the sole responsibility of the Association.

ARTICLE XIII

PROFESSIONAL COMPENSATION

- A. The salaries of professional instructional employees covered by the Agreement are set forth in the salary schedule which is incorporated into this Agreement (see Appendix 1 and 1A).
The Association and the Board mutually agree that meeting the needs of the constituent school districts within the ISD is a priority function of the ISD. A current ISD need that has been identified is traditional Alternative Education. Due to potential limitations in funding for this program, a modified salary schedule has been developed for classroom professional instructional employees in this program (see Appendix 1A). These Alternative Education classroom professional instructional employees are members of the bargaining unit and all other rights and benefits accorded members of the Association by this Agreement will be guaranteed to these classroom professional instructional employees. It is understood that existing programs and services employing Association members, or expansion or duplication of such programs and services will not be considered Alternative Education programs under this subsection.
- B. The Employer shall provide medical coverage benefits as determined by the Association for a full twelve-month period from September 1 through August 31 for each professional instructional employee and his/her eligible dependents. The Employer's share of cost for medical coverage will equal the annual limits established under MCL 15.563.
 - 1. The Employer will pay the entire cost of Delta Dental Premier and VSP III Platinum vision coverage and eligible dependents, as well as long-term disability and \$50,000 life insurance for the professional instructional employee.
 - 2. The Association has the ability to modify benefits and will determine the makeup of the

medical benefit plan including carrier and level of benefits. The Association may choose to continue with the present medical plan, but the cost of this coverage in excess of the dollar limits would be the responsibility of the individual professional instructional employee through pre-tax salary deduction. If the Association is unable to develop a health insurance benefit package consistent with the dollar constraints listed above, the parties will meet to select an alternative carrier. The goal of such negotiations would be to provide a fully paid health insurance package that is mutually agreed upon and is consistent with the financial guidelines.

3. The Executive Board of the Association shall have the responsibility to determine plan package and benefit levels and shall notify the Employer by November 15th prior to start of the benefit year on January 1st. In the event that rates are unavailable by that date, it is agreed that the Association and the Employer will work to insure continuity of coverage.
 4. For individuals with a date of hire prior to July 1, 2015, not requiring health insurance, because of coverage on another policy, the per person amount shall be \$9800 per year. For individuals with a date of hire July 1, 2015 or later, the per person amount shall be equal to the amount of the single person coverage cap outlined in MCL 15.563. This package provides long-term disability and life insurance coverage. Options are available that allow the individual to select any combination of vision and/or dental insurance, if needed.
 5. For individuals employed part-time, these benefits will be prorated, based on a seven-hour day, 35-hour week, and 190-day schedule. The individual may choose to pay, from personal funds, the unfunded portion of the entire insurance package (health, dental, vision, life, LTD).
- C. The School Board shall provide individual liability and malpractice insurance protection for professional instructional employees. Such insurance shall protect professional instructional employees from suits or other legal action arising out of the execution of their duties as intermediate professional instructional employees up to the maximum of the policy to cover the Board and employees.
- D. In the event of each involuntary transfer the professional instructional employee shall be compensated a one-time moving expense of \$500 if the transfer is to a location which is twenty-five miles or more, one way, from building to building.
- E. Staff members required in the course of their work to drive personal automobiles to fulfill Intermediate School District services (including place of assignment or temporary work locations) shall receive the current Internal Revenue Service mileage rate.
1. The Superintendent will determine the place of assignment on the first day of the school year. If the professional instructional employee disagrees with the place of assignment, he/she may meet with the Superintendent to discuss a change. If there is not agreement, within twenty-two (22) school days after the initial assignment, the professional instructional employee may invoke the Grievance Procedure.

2. Mileage will be reimbursed at the IRS allowable rate. If necessary, it will be paid retroactively to January 1.
 3. The parties agree that if there is any violation of Mileage Reimbursement, the Association may invoke the Grievance Procedure.
 4. The current IRS mileage rate and procedure will be outlined in the Professional Handbook.
- F. The Employer will match up to 3.0% of any employee elected contribution into the CEISD 403(b) Plan. This Employer paid contribution to the plan will happen by the final pay period of the fiscal years
- G. Mentors:
- Mentors shall be provided as an advisor/resource person to assist new/novice professionals for the first three years in the ISD hired position and interns for the duration of the internship. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
1. Mentors shall be voluntary experienced employees, with at least 3 years of experience in the district.
 2. Administrators shall assign mentors from a related area of expertise, responsibility or experience.
 3. The mentor shall assist administration with the Char-Em ISD on-boarding process for new employees and related professional development for the mentee.
 4. Mentor appointment may be renewed in succeeding years. The administrator shall have the right to assign a new mentor to a mentee if requested by the mentee or if the mentor is not fulfilling the duties of the position. Mentoring duties may be shared and the stipend shall be divided equally between mentors.
 5. The parties agree the purpose of the mentor/mentee match is to acclimate the new/novice employee or intern and to provide necessary assistance toward the end of quality educational practices, the Board and the Association agree the relationship shall be confidential. Neither the mentor nor the new/novice employee shall be permitted to participate in any matter related to the evaluation of the other. Further, the mentor shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher regarding evaluations.
 6. Mentors shall be paid:
 - 1st Year or internship mentors \$750
 - 2nd Year \$500
 - 3rd Year \$250

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to the Agreement.
- B. This Agreement shall supersede any rule, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated

into and be considered part of the established policies of the Board.

- C. If any provisions of this Agreement or any application of the Agreement of any employee or groups of employees shall be found contrary to the law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Procedures for the makeup of "Act of God" days are covered in the personnel handbook. It is the intent of the parties to develop a procedure compatible with our local districts as nearly as possible.
- E. The Board and the Association agree that part time positions may be of mutual advantage to both parties. Individuals may submit a request that part time or job sharing be considered. Terms and conditions of part time positions will be consistent with the Master Agreement unless mutually agreed by the Board and Association. Such part time positions shall be for a specified period of time which may be extended only by the mutual agreement of the affected professional instructional employee and the Board. The request would be made in writing to the immediate supervisor or the Superintendent. The decision to deny a request is not subject to the grievance process.
- F. The Supervisor shall schedule, upon the recommendation of the professional instructional employee, up to three (3) hours per month to provide in-service training for aides or para-professionals assigned to the professional instructional employee's program. Such training is to take place in the absence of the children. The scheduling shall not conflict with other in-service training.
- G. Calendar -- The number of days of employment for a regular full-time professional instructional employee shall consist of 190 days. Individual and Program Calendars shall be coordinated with local school districts served by the Charlevoix-Emmet Intermediate School District and be consistent with the ISD-wide common calendar. Variations may be developed by mutual agreement of the professional instructional employee and the Superintendent or designee.
- H. Alternative Schedule:
Request for alternative scheduling may be made to one's immediate supervisor. Any form of alternative schedule must be made by mutual agreement between the professional instructional employee and supervisor and approved by the Superintendent.

ARTICLE XV

NEGOTIATIONS PROCEDURE

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect from year to year until altered or terminated by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have

not been fully or adequately negotiated between them. The parties undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the Intermediate School District. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- C. If any parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

AGREEMENT 2020-23

This Agreement entered into this 28th day of August, 2020 by and between the Intermediate School District of Charlevoix-Emmet Counties, Charlevoix, Michigan, and the Charlevoix-Emmet Intermediate Education Association.

This Agreement shall be in effect until August 31, 2023, unless opened by either party through notification by hand delivery or by certified mail between April 15, and April 30, during 2021, or 2022, or after April 15,

2023, unless both parties mutually agree to reopen prior to that time, otherwise, this Agreement remains in force from year to year. In the event that either party petitions the other to reopen the agreement between April 15, and April 30, during 2021, or 2022, the agreement shall be in effect until August 30 of that year.

Prior to April 15, 2023:

Both parties agree to consider reopening this Agreement for purposes of amendment upon the petition of either party, except as outlined above.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 28th day of August, 2020.

Erin Broughman

Erin Broughman, President CEIEA

Thelma Chellis

Thelma Chellis, Board President

Jeff Crouse

Jeff Crouse, Superintendent

Barry Anderson

Barry Anderson, Board Vice President

Beverly G Osetek

Beverly Osetek, Board Treasurer

Mary Jason

Mary Jason, Board Secretary

Jean Frentz

Jean Frentz, Board Trustee

Larry Cassidy

Larry Cassidy, Board Trustee

Mike Aenis

Mike Aenis, Trustee



2020-2021 2%

Charlevoix-Emmet Intermediate Education Association 2020-2021 Salary Schedule

190 Days

| STEP | BA | BA 20 | BA 30 | MA | MA 15 | MA 30 | DUAL MA ED.S MSW |
|------|-----------|-----------|-----------|-----------|-----------|-----------|------------------------|
| 1 | \$ 43,486 | \$ 45,026 | \$ 46,564 | \$ 48,103 | \$ 49,644 | \$ 51,183 | \$ 52,722 |
| 2 | 45,684 | 47,318 | 48,954 | 50,685 | 52,226 | 53,860 | 55,497 |
| 3 | 47,881 | 49,613 | 51,344 | 53,269 | 54,808 | 56,539 | 58,271 |
| 4 | 50,077 | 51,906 | 53,734 | 55,850 | 57,392 | 59,218 | 61,047 |
| 5 | 52,276 | 54,199 | 56,124 | 58,432 | 59,972 | 61,896 | 63,821 |
| 6 | 54,472 | 56,493 | 58,515 | 61,017 | 62,555 | 64,575 | 66,595 |
| 7 | 56,670 | 58,788 | 60,902 | 63,596 | 65,137 | 67,255 | 69,369 |
| 8 | 58,869 | 61,080 | 63,293 | 66,179 | 67,720 | 69,931 | 72,143 |
| 9 | 61,065 | 63,375 | 65,683 | 68,759 | 70,300 | 72,610 | 74,918 |
| 10 | 61,065 | 65,666 | 68,073 | 71,345 | 72,883 | 75,287 | 77,694 |
| 11 | 61,065 | 65,666 | 70,463 | 73,924 | 75,466 | 77,967 | 80,469 |
| 12 | 61,065 | 65,666 | 70,463 | 76,508 | 78,048 | 80,646 | 83,244 |
| 15 | 61,065 | 66,957 | 71,766 | 77,898 | 79,423 | 82,078 | 84,733 |
| 18 | 61,065 | 68,250 | 73,072 | 79,287 | 80,796 | 83,511 | 86,223 |
| 21 | 61,065 | 69,539 | 74,373 | 80,678 | 82,171 | 84,944 | 87,713 |
| 23 | 61,065 | 70,828 | 75,675 | 82,065 | 83,547 | 86,375 | 89,203 |

| Alternative Education | | | | | | | |
|-----------------------|-----------|--|--|-----------|--|--|--|
| 1A | \$ 37,599 | | | \$ 42,685 | | | |
| 2A | 39,834 | | | 45,314 | | | |
| 3A | 42,068 | | | 47,940 | | | |
| 4A | 44,305 | | | 50,567 | | | |
| 5A | 46,538 | | | 53,195 | | | |
| 10A | 48,774 | | | 55,819 | | | |
| 15A | 51,008 | | | 58,443 | | | |

After ten years of employment with Char-Em employees on the 10th - 14th step of the alternative salary schedule shall be placed on the 5th step of the regular salary schedule; and employees on the 15th step or above of the alternative salary schedule shall be placed on the 6th step of the regular salary scale.

2020-21 The salary schedule will be increased by 1.5%

2021-22 The salary schedule will be increased by 1.5%

2022-23 The salary schedule will be increased by 1.5%

If the increase in property tax value from the prior year May to May values is higher than 2.0%, an additional 0.5% will be added to the salary schedule increase for each of the three years.

If determined a need by the Superintendent, an alternative education teacher who assumes additional program responsibilities, may be approved for an additional lead teacher stipend not to exceed \$5,000.

PLACEMENT ON THE DUAL MASTERS SCALE

Second Masters Degrees must be related to a professional instructional employee's professional responsibilities in order to qualify that individual for placement on the Dual Masters column of the Salary Schedule.

Professional instructional employees who have previously earned two Masters Degrees in fields related to their professional responsibilities will be placed on the Dual Masters column of the Salary Schedule.

Professional instructional employees interested in pursuing a second Masters Degree must have the relatedness of its content approved by the Superintendent. On completion of this Masters, the professional instructional employee will be placed on the Dual Masters column of the Salary Schedule.

APPENDIX 2

CHARLEVOIX-EMMET INTERMEDIATE SCHOOL DISTRICT
GRIEVANCE REPORT FORM

Name of Grievant _____ Date _____

STEP I

A. Date of Cause for Grievance _____

B. 1. Statement of Grievance

2. Relief Sought

Signature _____ Date _____

C. Disposition by the immediate supervisor

Signature _____ Date _____

D. Position of Grievant and/or Association Grievance Chairperson

Signature _____ Date _____

STEP II

A. Date Received by Superintendent _____

B. Disposition by Superintendent

Signature of Superintendent Date _____

C. Position of Grievant and/or Association Grievance Chairperson

Signature Date _____

STEP III

A. Date Received by Secretary of Board _____

B. Disposition by Board

Signature _____ Date _____

C. Position of Grievant and/or Association Grievance Chairperson

Signature Date _____

CONTRACT OF EMPLOYMENT
(Probationary Period)

THIS CONTRACT OF EMPLOYMENT, entered into this ___ day of ___, 20_____, by and between the School Board of the Charlevoix-Emmet Intermediate School District, Charlevoix, State of Michigan (hereinafter termed the District) and _____ (hereinafter termed the professional instructional employee).

WITNESSETH:

1. The District agrees to hire the professional instructional employee for the School Year _____, said school year commencing September 1, 20__ and terminating August 31, 20__.

The professional instructional employee agrees to serve the District as a professional instructional employee for said period and to faithfully perform the duties of his/her position subject to the terms and conditions of the Collective Agreement between the Charlevoix-Emmet Intermediate Education Association and the School Board, and other regulations, duties and requirements imposed by applicable statutes of the State of Michigan.

2. The District agrees to pay the professional instructional employee, the sum of _____ Thousand _____ Hundred _____ Dollars (\$_____.00) for the performance of the terms of this Contract. Said sum shall be paid on twenty six (26) bi-weekly installments. The professional instructional employee may elect to be paid in twenty-one (21) bi-weekly installments.
3. The professional instructional employee represents that he/she holds all certificates and other qualifications required by law for a professional instructional employee of the District.
4. The professional instructional employee shall be subject to assignment and transfer at the discretion of the Superintendent of Schools of the District.
5. This Contract is subject to a collective labor agreement negotiated by the Board and the Association. The terms of such collective labor agreement are incorporated herein and by accepting this Contract, you agree to be bound by all such terms.

A release from this Contract will be approved only under extenuating circumstances.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this ___ day of September 20__.

SCHOOL BOARD OF THE CHARLEVOIX-EMMET INTERMEDIATE SCHOOL DISTRICT,
CHARLEVOIX, STATE OF MICHIGAN.

PROFESSIONAL INSTRUCTIONAL EMPLOYEE

PRESIDENT

SECRETARY

CONTRACT OF EMPLOYMENT
(Continuing Tenure)

THIS CONTRACT OF EMPLOYMENT, entered into this ___ day of __, 20____, by and between the School Board of the Charlevoix-Emmet Intermediate School District, Charlevoix, State of Michigan (hereinafter termed the District) and _____ (hereinafter termed the professional instructional employee).

WITNESSETH:

1. The District agrees to hire the professional instructional employee for the School Year _____, said school year commencing July 1, 20__ and terminating June 30, 20 _____. Days worked shall coincide with the school calendar according to the Master Agreement.

The professional instructional employee agrees to serve the District as a professional instructional employee for said period and to faithfully perform the duties of his/her position subject to the terms and conditions of the Collective Agreement between the Charlevoix-Emmet Intermediate Education Association and the School Board, and other regulations, duties and requirements imposed by applicable statutes of the State of Michigan.

2. The District agrees to pay the professional instructional employee, the sum of _____ Thousand _____ Hundred _____ Dollars (\$ _____ .00) for the performance of the terms of this Contract. Said sum shall be paid on twenty six (26) bi-weekly installments with payments to be made on every second Friday. The professional instructional employee may elect to be paid in twenty-one (21) bi-weekly installments.
3. The professional instructional employee represents that he/she holds all certificates and other qualifications required by law for a professional instructional employee of the District.
4. The professional instructional employee shall be subject to assignment and transfer at the discretion of the Superintendent of Schools of the District.
5. This Contract is subject to a collective labor agreement negotiated by the Board and the Association. The terms of such collective labor agreement are incorporated herein and by accepting this Contract, you agree to be bound by all such terms, including wage deduction provisions thereof.

A release from this Contract will be approved only under extenuating circumstances.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this ____ day of _____, 20____.

SCHOOL BOARD OF THE CHARLEVOIX-EMMET INTERMEDIATE SCHOOL DISTRICT,
CHARLEVOIX, STATE OF MICHIGAN.

PROFESSIONAL INSTRUCTIONAL EMPLOYEE

PRESIDENT

SECRETARY

CHAR-EM EMPLOYEE PERFORMANCE EVALUATION

This Appendix applies to bargaining unit employees who are not subject to the Teachers' Tenure Act.

The performance evaluation process is designed to provide each Professional Instructional Employee with a review of their annual job performance. The process begins with an opportunity for each employee to review their own performance by conducting a self-assessment utilizing the evaluation rubric to identify an area of focus. The performance evaluation will then include a supervisor's assessment utilizing evaluation rubrics with an opportunity for dialogue between the supervisor and the employee for additional feedback.

The performance is to be assessed using the 5D+ model's critical dimensions:

- Purpose
- Engagement
- Professional Knowledge & Practices
- Assessment for Learning
- Environment & Culture
- Professional Collaboration & Communication

When completing the self-assessment, the employee is asked to rate their performance in each dimension as Highly Effective, Effective, Minimally Effective, or Ineffective.

The employee is asked to submit the self-assessment to their supervisor for review. One copy of the performance evaluation will be returned to the employee and one will be entered into the employee's personnel file. The performance evaluation will be revisited annually.