

**Agreement Between
The
Genesee Intermediate School District
Board of Education
And the
Genesee Intermediate Education Association**

2009 – 2010

2010 – 2011

2011 – 2012



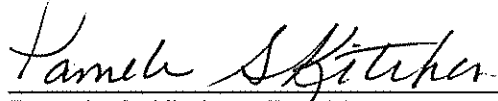
**Genesee Intermediate
School District**

Forward

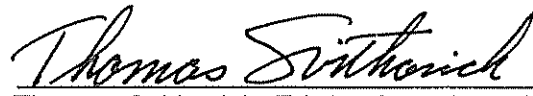
The Genesee Intermediate School District Board of Education and the Genesee Intermediate Education Association take pride in the continued Win-Win spirit utilized in negotiating this Agreement. This Agreement represents a commitment to excellence in education for the students and the constituent school districts in our service area.

As we continue to move forward, we recognize the many hours of personal time that have been devoted by the members of the Association and the Board team. We look forward to continuing our positive working relationship through the Contract Administration and Problem Solving Committee that is charged with the responsibility of effectively implementing this Agreement. A special thanks is extended to the employees and all of the Win-Win negotiations team members for an excellent job.

We jointly salute the district administrators and members of the Genesee Intermediate Education Association for their competence, diligence, and dedication to meeting the mission and goals of the Genesee Intermediate School District.



Pamela S. Kitchen, President
Genesee Intermediate Education Association



Thomas Svitkovich, Ed. D., Superintendent
Genesee Intermediate School District

Genesee Intermediate School District Board of Education

Lawrence P. Ford, President
Jerry G. Ragsdale, Vice President
Dale A. Green, Secretary
Paul D. Newman, Treasurer
Cindy A. Gansen, Trustee

Thomas Svitkovich, Ed. D., Superintendent

Negotiation Teams

Genesee Intermediate School District Board of Education Representatives

Mary Behm
Assistant Superintendent
Education and Learning

Al Luce
Personnel and Labor Relations
Consultant

Cynthia McCain
Assistant Superintendent
Business Services

Melinda McGraw
Human Resources Administrator

Michael Moorman
Deputy Superintendent

Susan O'Brien
Principal
Marion D. Crouse Instructional Center

Jan Russell
Assistant Superintendent
Special Services

GIEA/Board Finance Committee

Cynthia McCain
Assistant Superintendent
Business Services

Melinda McGraw
Human Resources Administrator

Michael Moorman
Deputy Superintendent

Genesee Intermediate Education Association Representatives

Judy Green
Teacher, Students with Cognitive Impairments

David Harrell
Acting MEA UniServ Director

Pamela Kitchen
Adaptive Physical Education Teacher

Lori McLean
Program Coordinator/Teacher Consultant,
Students with Disabilities

Charles Richards
Teacher Consultant, Students with Disabilities

Ruth Rosenberger
School Social Worker

Barbara Whitman
Teacher Consultant, Students with Disabilities

Eric Wood
Mott Middle College Teacher

David Harrell
Acting MEA UniServ Director

Pamela Kitchen
Adaptive Physical Education Teacher

Lori McLean
Program Coordinator/Teacher Consultant,
Students with Disabilities

Ruth Rosenberger
School Social Worker

Barbara Whitman
Teacher Consultant, Students with Disabilities

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**Agreement Between the
Genesee Intermediate School District Board of Education and the
Genesee Intermediate Education Association**

This Agreement entered into this 8th day of December 2009 by and between the Board of Education of the Genesee Intermediate School District in the County of Genesee, Michigan, hereinafter called the "Board", and the Genesee Intermediate Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the students of the Genesee Intermediate School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of all parties concerned, and

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

WHEREAS the Board and the Association have statutory obligations, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain in good faith with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

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

Article I

Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for all certificated, state approved, and/or licensed personnel under contract or on leave including, but not limited to:

Adaptive Physical Education Teachers
Consultants (both subject and service area)
Coordinators, Curriculum and Instruction
Genesee Early College Counselor
Genesee Early College Teachers
Great Start Collaborative Coordinator
Health and Safety Facilitator
Mott Middle College Counselors
Mott Middle College Curriculum Coordinator/Teacher
Mott Middle College Dean of Students
Mott Middle College Teachers
Music Therapists
Nutrition Education Facilitator
Occupational Therapists
Orientation and Mobility Specialist
Parenting Education Facilitator
Physical Therapists
Program Coordinator/Teacher Consultant for Students with Disabilities
School and Community Liaison
School Nurses
School Psychologists
School Social Workers
Summer Enrichment Coordinator (ECPS)
Summer Recreation/Day Camp Coordinators (ASD and CI)
Teacher Consultants
Teachers, Early Childhood Special Education
Teachers of Students with Autism Spectrum Disorders
Teachers of Students with Cognitive Impairments
Teachers of Students with Emotional Impairment
Teachers of Students with Severe Cognitive Impairments
Teachers of the Speech and Language Impaired
Teachers of the Homebound and Hospitalized
Transition Coordinator

Such representation shall cover personnel assigned to these existing and newly created positions, excluding per diem, supervisory, and administrative personnel. The term "employee" when used hereinafter in the Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above.

- B. The Board agrees not to negotiate with any employee organization other than the Association for the duration of this agreement.

- C. Nothing contained herein shall be construed to deny or restrict the rights of any employee under the Michigan or Federal laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- D. Temporary, limited duration grant-funded, and/or consortium-funded positions which the Genesee Intermediate School District develops after March 1, 1995 may be placed in the Association with all rights and privileges under job classifications in Section A above, or the Board may post the position outside the bargaining unit.
- E. Positions posted outside the bargaining unit as specified in Section D above will be periodically reviewed by the Contract Administration and Problem Solving Committee to determine the following:
 - 1. Whether or not the position should be placed in the unit within an existing job classification or a new job classification with all rights and privileges as specified in the master Agreement.
 - 2. Whether or not the position should be placed in the unit within an existing job classification or a new job classification with partial rights and privileges, such as a different salary schedule, work year, fringe benefits, layoff and recall provision, sick and personal leave provision, etc.
 - 3. Whether or not the position should continue to remain outside the unit.
- F. The Board and Association agree that the language developed under Sections D and E above is developed as a means for the Board and Association to work together to address the changing role of Genesee Intermediate School District. Participation in the process shall neither expressly nor by implication be deemed to be a waiver of either party's rights pursuant to the provisions of the Public Employment Relations Act.

Article II

Dues or Service Fee Deductions

- A. The Board agrees to deduct from the salaries of employees dues or service fees of the Association when authorized by each employee in writing and submitted to the Board by the Association. In the event that an employee does not join the Association within thirty (30) days of initial employment and execute an authorization for dues deduction or make a direct payment to the Association, such employee shall, as condition of continued employment by the Board:
- Execute an authorization for the deduction of a service fee equivalent to the dues of the Association, or pay such sum directly to the Association.
- B. The Association may elect to prorate the dues and service fee in Section A above for employees who work less than full-time.
- C. Regular dues or service fees shall be deducted in equal installments, as agreed upon between the Association and the Superintendent, providing that the employee has sufficient earnings during each pay to cover such deduction.
- D. Effective July 26, 2006, the Michigan Education Association implemented a revised procedure to determine the amount of dues each of its members will pay. In order for the Association Treasurer to process the information each year for percentage dues deductions, the GIEA/Board Contract Administration and Problem Solving Committee agreed to the following:
1. The Assistant Superintendent for Business Services will provide the Association Treasurer with an alphabetical list of employees and their salary from the previous academic year, disaggregating longevity from salary, by July 15 of each school year.
 2. The previous academic-year salary will not include longevity, extended schedule work, paid-out compensatory time or any other salary over and above each employee's base annual salary.
 3. For employees hired after July 1 of each year, Human Resources and Operations will provide the Association Treasurer with an alphabetical list of employees and their contracted salary for that academic school year. The contract salary information will be provided the first of each month.
 4. The contracted salary information will include only the employees' base annual salary.
- E. Dues or service fees authorizations must be filed with the Assistant Superintendent for Business Services on or before the fifteenth (15th) day of August of each year to become effective with the first payroll of the school year. Dues, service fees authorizations, or changes as requested by the Association Treasurer filed after that date become effective the next payroll whenever possible.
- F. Dues or service fees authorizations once filed with the Board shall continue in effect unless revoked in writing, signed by the employee, and submitted to the Association Treasurer. The Association Treasurer shall submit a copy to the Assistant Superintendent for Business Services.

- G. Dues or service fees deductions and related documentation shall be promptly transmitted to the Association Treasurer.
- H. All refunds claimed for dues or service fees of the Association shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of dues or service fees deducted by the Board and paid to the Association, when the deduction is in error.
- I. Any employee who shall refuse to pay the service fee or dues required by this Article shall be subject to dismissal upon filing of written charges by the Association as follows:
 - 1. The Association shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
 - 2. If the employee fails to comply, the Association may file charges in writing with the Board and shall request termination of the employee's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.
 - 3. The Board, upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges, and to the extent that said employee is protected by the provisions of the Michigan Teacher Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges shall be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the dues or service fees.
- J. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the Agreement. The Association further agrees to indemnify the Board for any damages, which may be assessed against the Board as a result of said suit or action, subject to the following conditions:
 - 1. The Association, after consultation with the Board, has the right to decide whether to appeal the decision of any court or tribunal regarding the validity of this Article, or the defense which may be assessed against the Board by any court or tribunal.
 - 2. The Association has the right to choose the legal counsel to defend any said suit or action. (The Board shall reserve the right to retain counsel of its choice in tenure hearings. The Association agrees to reimburse the Board for expenses of tenure hearings including legal fees.)
 - 3. The Association shall have the right to compromise or settle any claim made against the Board under this Article.

Article III

Responsibilities and Rights

- A. The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, subject to the provisions of this Agreement.
- B. Pursuant to Act 379 of the Public Acts of 1965, 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 and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States, that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective bargaining with the Board, or the institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- C. The Association and its members shall have the privilege of using Genesee Intermediate School District building facilities during business hours by arrangement with the Superintendent or representative, subject to the Board policy of building utilization. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off district premises. A bulletin board of approximately 3 feet by 4 feet shall be made available in each building for the use of the Association and its members.
- D. In response to reasonable written requests, the Board agrees to provide to the Association copies of existing reports concerning the financial status of the district and may charge a cost of eight (8) cents per page.
- E. The Board recognizes that para-educators are an integral part of the programs at, but not limited to, the Elmer A. Knopf Learning Center, Marion D. Crouse Instructional Center, Day Treatment Program, Early Childhood Programs and Services, Transition Center, and Project CHOICE classrooms; therefore, whenever a para-educator is absent, the Board will make every effort to provide a replacement.

Article IV

Professional Compensation

- A. The salaries of employees covered by this Agreement are set forth in the salary schedules which are attached to and incorporated in this Agreement as Schedule B.
- B. The salary schedules are based upon a 185-day base work year.
- C. Employees working less than 35 hours per week (part-time employees) shall be paid in accordance with Schedule B prorated to the time worked unless otherwise specified under Article I, Sections D and E, of this Agreement.
- D. Employee work schedules will be developed in accordance with Schedule A, Calendar Guidelines, and in accordance with Article VII, Employee Hours and Calendar, of this Agreement.
- E. Designated employees, when required by the Board to negotiate during the school day on behalf of the Association with any representative of the Board or to participate in any grievance or grievance arbitration, shall be released from regular duties without loss of salary.
- F. Employees who use privately owned automobiles in pursuit of their duties shall be reimbursed at the current rate allowed by the Internal Revenue Service.
- G. In order to receive mileage reimbursement, the employee shall submit a current copy of the employee's automobile insurance certificate to Business Services.
- H. All employees are required to use direct deposit for pay.

Article V

Negotiation Procedures

- A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of employees employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. Each party may select its representatives from within or outside the school district.
- D. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and the membership of the Association, but the parties mutually pledge that representatives selected by each shall have all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification by both parties.

Article VI

Grievance Procedure

- A. Any employee, or group of employees, believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, except a statute specifically establishing a procedure for redress, relating to wages, hours, terms or conditions of employment, may individually or through the Association file a written grievance with the Board or its designated representative. Such grievance shall specify the remedy desired, the specific section of the contract or policy that has been violated, and must be signed by the employee or the Association representative in the case of a grievance which pertains to general contract interpretation.
- B. A grievance must be filed within thirty (30) days of the occurrence or reasonable knowledge thereof.
- C. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- D. Level One
An employee with a grievance shall submit it in writing to his immediate supervisor, principal, or other designated administrator, individually, together with his Association representative or through the Association representative if authorized by the employee. The supervisor and the grievant shall have ten (10) days to meet and resolve the grievance. If the grievance is not resolved, the supervisor shall have ten (10) days to answer the grievance in writing.
- E. Level Two
In the event the grievance is not satisfactorily resolved at Level One, written notice of intent to proceed to Level Two shall be given to the Superintendent or designee within ten (10) days of receipt of the written decision at Level One.
If the Association gives notice to proceed with the grievance, a meeting shall be held between a representative, the Association and the Superintendent or designee, within ten (10) days of receipt of notification that the grievance is being pursued.
A written answer shall be returned to the Association within ten (10) days of said meeting.
- F. Level Three
In the event the grievance is not satisfactorily resolved at Level Two, written notice of intent to proceed to Level Three shall be given to the Board within ten (10) days of receipt of the written decision at Level Two.
Within fifteen (15) working days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing thereon, or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance provided; however, that in no event, except with express written consent of the Association, shall final

determination of the grievance be made by the Board more than twenty-five (25) days after its submission to the Board.

G. Level Four

If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration within thirty (30) working days of the receipt of the written answer at Level Three. Said letter of intent to proceed to arbitration shall be submitted to the Superintendent.

The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within five (5) days after notice is given, the Association shall submit the grievance to the American Arbitration Association and the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceedings any charge or 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 this Agreement. Both parties agree to be bound by the award of the arbitrator.

The dismissal of a probationary employee shall not be subject to arbitration.

- H. The fees and expenses of the arbitrator under this Article shall be jointly shared by the Board and the Association. Any other expenses, such as costs involved in presenting witnesses, etc., shall be borne by the party incurring such expenses.
- I. If a grievance arises from an action of authority higher than the supervisor or involves more than one program, the Association may present such grievance at Level Two of the grievance procedure. The Superintendent or his designated representative may request that said grievance be returned to Level One for disposition.
- J. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to a department director, or other designated administrative employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department directors, principals, assistant principals, or other employees in such informal procedures be deemed to be a supervisory or executive function.
- K. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, the employee shall be reinstated with reimbursement of compensation lost. If the employee shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to the employee.
- L. All days are working days unless otherwise indicated. During the summer break working days will be considered as days other than Saturdays, Sundays, and holidays.

Article VII

Employee Hours and Calendar

A. Employee Hours

1. Full-time employees will work 35 hours per week. Part-time employees are those employees working less than 35 hours per week.
2. Specific working hours and starting and ending times for employees shall be primarily determined by the nature and demands of the position to which the employee is assigned.
3. Flexibility to accommodate varied work schedules and the needs of the constituent school districts may be granted under the supervision of the Superintendent designee.
4. Employees with classroom assignments, including those employees assigned to least restrictive environment classrooms located in other school districts or facilities, shall have a daily work schedule which includes the following whenever possible:
 - a. Daily student contact time/schedule will be determined by the program administrator and will, at a minimum, conform to state requirements.
 - b. Five hours (5.0) per week of planning/nonstudent contact time.
5. Project CHOICE or other non-center student hours of attendance shall be coterminous with the host school district student hours, whenever possible.

B. Lunch Schedule

1. Employees assigned as classroom teachers will have a working (paid) lunch, unless modified by paragraphs 2, 3 or 4 below.
2. If employees at Project CHOICE locations are required to have a duty-free (unpaid) lunch, then a minimum of thirty (30) consecutive minutes will be provided for district employees.
3. Employees assigned to Mott Middle College and Genesee Early College will have an uninterrupted thirty (30) minute duty-free (unpaid) lunch.
4. All other employees shall submit an annual daily schedule to be approved by the program administrator. Within two (2) weeks of the program starting date, the schedule will be submitted on a form provided by the administrator and shall include:
 - a. Starting and ending times.
 - b. Lunch [working, duty-free thirty (30) minutes, or sixty (60) minutes unpaid] to be determined by program needs and administrative approval.
 - c. Location of service.

C. Calendars

1. Annual district calendars for employees assigned to a specific program shall adhere to the following:
 - a. Be developed with staff involvement and submitted to program staff by the program administrator by April 1 of the preceding year.
 - b. Be consistent with Schedule A, Calendar Guidelines, and in accordance with the Genesee County Schools Common Calendar.
 - c. Consist of a minimum of 185 workdays.
2. Annual calendars for employees assigned to local districts or Project CHOICE classrooms will follow the local district calendar as closely as possible but shall include a minimum of 185 workdays.
3. Employees who provide services to local districts and are not assigned to classrooms shall submit an individual annual calendar for approval by the program administrator and department director (and assistant superintendent when applicable). The calendar shall include a minimum of 185 workdays for the school year. Coordinators assigned to the Office of Education and Learning shall have an annual calendar that has no less than 185 workdays and no greater than 210 workdays.
4. Employees scheduled to work beyond their approved calendar will be scheduled and compensated in accordance with Section D below.
5. Every effort will be made to develop a mutually agreed upon work calendar. Disagreements on calendars shall be submitted to the Contract Administration and Problem Solving Committee (CAPSC) for resolution.
6. The Contract Administration and Problem Solving Committee (CAPSC) will meet and review the calendar and hours and may make adjustments in the calendar and student/teacher hours if necessary to comply with the school law.
7. The parties agree to meet and discuss changes in the calendars if state funding is provided for professional development days in such a way that changing the calendars would increase funding to the district.

D. Extended Schedules

1. Bargaining unit employees working extended schedules will be compensated using the following guidelines:
 - a. Work beyond the approved hours and calendar in a position identified in Article I, Recognition, will be paid at the employee's current contract hourly rate.
 - b. The Board will compensate bargaining unit employees at the classification BA, Step 1, on the current contract year salary schedule for curriculum development on nonworkdays (summer, weekends, or recess periods, i.e., winter and spring).

- c. Coordinators for summer recreation/day camp and summer enrichment programs shall be paid in accordance with the Memorandum of Understanding, Appendix B. Future positions governed by this paragraph will be added through the CAPSC process.
2. All extended schedule assignments are voluntary, subject to the provisions below.
3. Current bargaining unit employees have first claim on extended schedule work. The procedure for filling extended schedule positions shall be as follows:
 - a. On or before February 1 for programs for severe cognitive impairments (SCI) and severe multiple impairments (SXI) and March 1 for all other programs in each school year, the board will electronically post available positions by job classification for a duration of thirty (30) days. The posting date may be extended if extenuating circumstances exist. Employees will use a uniform electronic response format received by electronic notification to apply for positions.
 - b. Personnel for extended schedule employment will be hired in the following order:
 - 1) Current bargaining unit employees working in the positions during the academic year.
 - 2) Current bargaining unit employees with the most seniority meeting the experience, competency, qualifications, and other relevant factors.
 - 3) Nonbargaining unit employees meeting the experience, competency, qualifications, and other relevant factors.
 - c. Procedures for extended schedule employment in the programs for severe cognitive impairments (SCI) and severe multiple impairments (SXI) are as follows:
 - 1) Extended schedule positions in the programs for severe cognitive impairments (SCI) and severe multiple impairments (SXI) will be electronically posted with the beginning and ending dates for the length of the extended programs.
 - 2) Current bargaining unit employees available to work at least 80% of the scheduled days in the posted extended programs for severe cognitive impairments (SCI) and severe multiple impairments (SXI) are eligible to apply.
 - 3) Extended schedule positions in the programs for severe cognitive impairments (SCI) and severe multiple impairments (SXI) will be filled in the following order:
 - a) Bargaining unit employees currently employed in the academic-year programs for severe cognitive impairments (SCI) and severe multiple impairments (SXI) and available to work at least 80% of the scheduled days in the posted extended programs.

- b) Other bargaining unit employees with cognitive impairment endorsement and available to work at least 80% of the scheduled days in the posted extended programs.
 - c) Other bargaining unit employees with HI, VI, or POHI endorsement for only SXI classrooms and available to work at least 80% of the scheduled days in the posted extended programs.
 - d) Bargaining unit employees employed in the academic-year program but not hired before the extended schedule positions were posted for the current year and available to work at least 80% of the scheduled days in the posted extended programs.
 - e) Nonbargaining unit employees meeting the experience, competency, qualifications, and other relevant factors and available to work at least 80% of the scheduled days in the posted extended programs.
 - f) Current bargaining unit employees who are currently enrolled in a program leading to cognitive impairment endorsement and available to work at least 80% of the scheduled days in the posted extended programs.
 - g) Nonbargaining unit employees currently enrolled in a program leading to cognitive impairment endorsement and available to work at least 80% of the scheduled days in the posted extended programs.
 - h) Current bargaining unit employees meeting Michigan requirements for substitute teacher and available to work at least 80% of the scheduled days in the posted extended programs.
 - i) Nonbargaining unit employees approved to work as substitute teachers and available to work at least 80% of the scheduled days in the posted extended programs.
- 4) Employees selected to work in the extended programs who wish to be off work up to 20% of the extended program will be prompted by the hiring building principal/program administrator to complete a *Request for Unpaid Leave of Absence* for a short-term leave.
- a) The district cannot guarantee that all requests for extended schedule summer employment and/or requests for short-term leaves of absence will be approved.
 - b) No more than four (4) preapproved short-term leaves of absence will be granted at one time. Bargaining unit employees currently enrolled in school that need to take a class of two (2) weeks or less in duration in order to maintain certification to meet their current job requirements shall be given preference in the granting of leaves.

- c) If four (4) or more bargaining unit employees request a leave of absence after giving preference in number 4)b) above, seniority shall be used to determine who has preference for the time off.
- 4. Employees working an extended schedule will be able to use accumulated sick and personal business time in accordance with this Agreement, board policy, and district administrative guidelines.
- 5. Employees working an extended schedule who take a scheduled day without pay shall not be charged the cost of fringe benefits for that day.
- 6. New employees hired for extended schedule assignments will not receive fringe benefits as provided in Article XI or seniority as provided in Article VIII.
- 7. If the board cannot hire personnel in number 3.b. and 3.c. above, a contracted services agreement may be reached through an employment agency or an individual meeting the experience, competency, qualifications, and other relevant factors.
- 8. If the Board cannot fill positions after the procedures in 3 b. and 3.c. have been exhausted, employees working in the positions during the academic year may be assigned in accordance with inverse order of seniority but for no longer than two (2) consecutive extended schedule sessions.
- 9. Employees receiving a short-term leave of absence of five (5) workdays or less during extended summer employment may elect to receive their summer pay in equal payments provided they submit an electronic request to the payroll department by May 15.
- E. It is the policy of the Board to grant compensatory time or flex time in accordance with administrative guidelines with the requirement that requests to work beyond the normal workday or work year be approved by the department director prior to the request.
- F. All employees of the Genesee Intermediate School District are expected to serve the constituent districts with dedication and energy. Every effort will be made to make assignments, taking into account existing staff size, geographical area, and student population. All employees will extend services from the Genesee Intermediate School District as completely as practical.

Article VIII

Layoff and Recall

- A. Should substantial and/or unforeseen changes occur, such as student population declines or reduction in financial resources, the following procedure will be used to promote an orderly reduction of personnel:
1. Layoff will be on the basis of district seniority. District seniority will be defined as non-terminated bargaining unit experience in the Genesee Intermediate School District from last date of hire. When district seniority is equal, the order of layoff will be determined by:
 - a. Major or minor in program area.
 - b. Additional graduate credits within the program area.
 - c. Should district seniority remain equal after (a) & (b) above, seniority shall be established by lottery with the first name drawn having the highest district seniority. The lottery shall be conducted by the Association President and the Superintendent or their designees.
 2. When it is necessary to reduce staff, reduction shall be in inverse order of district seniority according to the following:
 - a. The District shall determine reductions by program area and notify the affected employee and representatives of the Association.
 - b. The affected employee and representatives of the Association shall meet with representatives of the District to review the reductions and bumping rights of the employee.
 - c. An employee may bump into another program area provided they meet the following criteria:
 - 1) Sufficient bargaining unit seniority;
 - 2) Certification, licensure, state approval, and/or endorsements, and;
 - 3) Effective April 1, 1992, meets the education and experience requirements of the job description. Employees do not have to meet the preferred education or preferred experience requirements of the job description to exercise bumping rights.
 - d. Program areas shall be defined as those titles specified in Article I, Section A, as being included in the bargaining unit.
 - e. Those employees designated for layoff after the completion of the bumping process shall receive sixty (60) calendar days notice prior to the effective date of the layoff.

- B. Employees working less than 35 hours per week (part-time employees) who have accumulated at least two (2) semesters of seniority may exercise bumping and/or transfer rights to an available position in accordance with Section A, above, unless otherwise specified under Article I, Sections D and E, of this Agreement.
- C. Prior to any anticipated layoff, a seniority list shall be prepared by the Board and verified by the Association.
 - 1. Last date of hire shall be defined as that date which the employee commences the employment obligation.
 - 2. Employees working less than full time will be granted seniority in proportion to time worked.
 - 3. An employee who first worked in the bargaining unit and then became an administrator in the Genesee Intermediate School District shall retain any seniority accrued as an employee upon return to the bargaining unit.
 - 4. Leaves of absence shall not be considered as terminations; however, seniority shall not accrue during said leave unless so specified.
 - 5. Seniority shall accrue on a semester basis. One semester seniority credit shall be earned provided over one-half (1/2) the semester is worked in the employee's scheduled work year. Employees who take a voluntary reduction in their workday in order to prevent or reduce layoff shall receive full seniority credit.
 - 6. SMI instructional supervisors placed in the bargaining unit as Teachers of the Mentally Impaired as of August 29, 1988 have been credited with full seniority, longevity, and sick time for their years of employment with the Genesee Intermediate School District and are entitled to all rights and privileges as defined in this Agreement.
- D. Employees shall be recalled in inverse order of layoff in accordance with Article IX, Sections E and F, of this Agreement. Employees working less than 35 hours per week (part-time employees) who have earned at least two (2) semesters of seniority as a part-time employee will be eligible to be recalled in inverse order of layoff in accordance with Article IX, Sections E and F, of this Agreement unless otherwise specified under Article I, Sections D, E, and F, of this Agreement.

Article IX

Vacancies, Reassignments, Transfers, Return from Leave, and Recall from Layoff

Vacancies

- A. A vacancy shall be defined as a vacated position which will be continued or a new position created which is covered under this Agreement.
- B. A vacancy does not exist when an employee is on a Family Medical Leave Act leave, emergency leave, jury duty, sabbatical leave, or any other approved leave of absence of less than one (1) semester. Under such circumstances, the district may place a substitute in the position.
- C. Whenever a vacancy arises, an electronic notice of a vacancy shall be sent to all bargaining unit employees. Vacancies will be open for no less than five (5) workdays before the position is filled. A copy of the notice shall also be sent electronically to the Association President.
- D. Should an employee be granted a leave of absence of a year or less, but more than one (1) semester, and plan to return to work at the beginning of the next school year, the district will send electronic notice of a temporary vacancy to all bargaining unit employees and hold the position for the employee on leave until the following year.

Should an employee extend the leave of absence beyond the first school year, the employee will return to the first available position for which he/she is certified and qualified pursuant to the return/recall procedures set forth in Section F through Section Y of this Article.

- E. Whenever a vacancy is to be filled, all employees must have the necessary certification, licensure, state approval, and/or endorsements for the vacancy. Effective April 1, 1992, all employees must meet the education and experience requirements of the job description. Employees do not have to meet the preferred education or preferred experience requirements of the job description.
- F. Vacancies shall be filled within the guidelines of state and federal law and board policy. Vacancies will be filled on the basis of seniority (highest to lowest) and meeting the requirements in Section E above in the following order:
 - 1. Bumping by an employee notified of layoff.
 - 2. Recall from layoff.
 - 3. Return from involuntary leave (such as long-term medical leave, Article X, Section L).
 - 4. Return from child care leave of one (1) year or less.
 - 5. Return from military leave as required by law.
 - 6. Voluntary transfer requests, subject to Sections K through O.

7. Return from voluntary leave (such as child care leave beyond one (1) year, Article X, Section D, number 7, or a long term leave of up to one (1) year, Article X, Section C, number 6).
8. New hires.

Reassignments

- G. Assignments and reassignments within building/program will be coordinated by the building principal/program administrator.
- H. An involuntary reassignment of an employee may occur when necessitated by the needs of the program or the district.
- I. Reassignment to and from Least Restrictive Environment (LRE)/Project CHOICE classrooms will be made according to the following:
 1. Employees will be notified electronically by the building principal/program administrator of the opportunity to apply for reassignment. Positions will be filled first with volunteers on the basis of experience, competency, qualifications, and other relevant factors in accordance with applicable Agreement/administrative guideline/building manual provisions. If two or more employees are equal in experience, competency, qualifications, and other relevant factors, then the employee with higher seniority will be reassigned.
 2. The employee with the majority of students being transferred from a particular classroom will be given first preference for reassignment, subject to the criteria above, whenever possible.
 3. Should an insufficient number of employees request a reassignment to an available least restrictive environment program/classroom, the employee with the least seniority meeting the criteria defined in number 1 above may be reassigned in accordance with applicable Agreement/administrative guideline/building manual provisions.
- J. The district retains the right to approve or disapprove all requests for reassignment. Administrative Guideline #3130, Assignment and Transfer of Professional Staff, sets forth other reassignment procedures.

Transfers

- K. A transfer request is when an employee wishes the district to give active consideration to transferring the employee to a vacancy that is available in the district.
- L. A voluntary transfer is when the district approves the employee's request to move to a different department or program.
- M. An involuntary transfer is when it is necessary to transfer an employee to a vacant position in the district. In the case of involuntary transfer, the building principal/program administrator shall notify the affected employee and the Association President of the reasons for such transfer.

- N. Requests by an employee to transfer to a vacancy shall be made by completion and submission of an online internal application form. Human Resources and Operations staff will electronically forward a copy of the job posting summary of transfer requests to the Association President.

The online internal application form shall set forth reasons for transfer, the position sought, and the applicant's qualifications. Employees are required to submit an updated resume, transcripts, and documentation of additional training/certification with the online internal application form.

- O. Employees will receive active consideration for transfer. Voluntary transfer requests shall be approved or denied based on the education, experience, competency, and qualifications of the applicant, and other relevant factors. The district retains the right to approve or disapprove all requests for transfer. The building principal/program administrator will notify internal applicants in a timely manner of the status of their request.

Return from Leave and Recall from Layoff

- P. All earned rights and benefits held at the time of layoff shall be reinstated at the time of recall.
- Q. Any employee who is recalled from layoff or requested to return to work at the end of a leave of absence, and who is unable to return because of a contractual obligation to another school district, shall be granted said position at the beginning of the next school year.
- R. Notice of recall shall be sent by certified mail to the employee's last known address. A copy of the recall notice shall be sent to the Association President.
- S. Failure to accept an available position for which the employee is certified, state approved, licensed, and/or endorsed, or failure to notify the District of unavailability, may be considered a voluntary quit; and the Board may terminate its obligation to that employee. Notice of acceptance of assignment or notice of unavailability by the employee must be received by the district within ten (10) days of receipt of notice of recall or return.
- T. Recall rights of laid-off employees with zero (0) to five (5) years of employment with the district shall last for a period of time equal to the number of years of seniority the employee had at the time their layoff was effective.

For employees with more than five (5) years of employment with the district, recall rights shall last for a period of time equal to one-half the number of years of seniority the employee had at the time their layoff was effective, but not less than five (5) years.

Recall rights will be in compliance with state law.

- U. An employee on a voluntary long-term leave of absence of a year or longer who notifies the District of their desire to return and who cannot be returned from leave shall be placed on a return-from-leave list with return rights as described in Section T. The employee shall be returned according to Article IX, Sections F and S. The employee's return rights may be terminated if the employee is offered a position at the end of the leave and the employee does not accept it.

- V. A combined list of employees eligible for recall and return from long-term leave of absence shall be maintained by Human Resources and Operations. A copy of this list shall be forwarded to the Association President on a regular basis.
- W. To be eligible for recall or return from long-term leave of absence, an employee shall:
1. Have maintained a current address and telephone number with Human Resources and Operations.
 2. Have notified Human Resources and Operations in writing or by electronic mail at hmail@geneseeisd.org of any extended periods of time (longer than 14 days) when they will be away from their current address and how they may be reached or be contacted while away.
 3. Have notified Human Resources and Operations in writing or by electronic mail at hmail@geneseeisd.org by March 15 of intent to return to active employment for the following year, except that for laid-off employees and employees on long-term medical leaves, it shall be presumed the employee wishes recall.

If an employee does not comply with the above provisions, their return rights may be terminated for that year. If the employee does not comply for two (2) years, all return rights may be terminated.

4. Have notified Human Resources and Operations in writing or by electronic mail at hmail@geneseeisd.org of any changes, lapses, or expirations, or anticipated changes in certification, endorsements, majors, minors, and/or licenses.

Such notice must be given prior to March 15 if the information is to be used in determining recall or return rights for the following school year. The district may ignore such information for the following school year if it is not provided by March 15.

- X. Notice of recall/return shall be sent by certified mail to the employee's last known address or shall be hand delivered to the employee. The notice of recall/return shall be pursuant to the order provided in Article IX, Section F. A copy of the recall/return notice shall be sent to the Association President.
- Y. The above provisions, and all provisions of this contract, are subject to the requirements of the tenure law.

Postings During the Summer

- Z. Whenever vacancies occur during the normal summer months, when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:
1. Employees with specific interests in possible vacancies will notify Human Resources and Operations by electronic mail at hmail@geneseeisd.org of their interest during the last regular week of school and shall include a summer e-mail address.
 2. Should a vacancy occur, the employees who have expressed an interest in said position shall be notified electronically of the vacancy at the time of the posting.

3. The employees so notified shall have the responsibility of completing an online internal application form, indicating their interest in said position prior to the posting deadline.
- AA. Employees working less than 35 hours per week (part-time employees) who have earned at least two (2) semesters of seniority as a part-time employee are eligible to exercise their rights for all provisions under Article IX, Sections A through Z above, unless otherwise specified under Article I, Sections D and E, of this Agreement.

Article X

Absences and Leaves

A. Sick leave shall be defined as the absence of an employee from work because of personal illness or disability. Sick leave may be taken because of personal illness or disability of an employee and/or illness or disability of an employee's immediate family member, as defined in Section B of this Article, which necessitates the presence of the employee. Sick leave days may be used up to the maximum accumulated in accordance with the following provisions:

1. On the first day of the contract year each employee shall be credited with sick leave allowance for absences caused by illness or physical disability of the employee, based on the employee's program year as follows:

<u>Workdays</u>	<u>Sick Leave</u>
185 – 199	13 days
200 – 219	14 days
220 +	15 days

2. Employees working in the SCI/SXI summer programs shall have additional eligible sick days beyond 13 days posted on the first day of the following contract year after the end of the summer program. No additional sick days shall be posted for other extended schedule work.
3. If the employee resigns or leaves the Genesee Intermediate School District prior to fulfillment of that employee's individual contract year, the sick leave entitlement will be prorated only for the portion of the year worked.
4. Three (3) of the posted sick leave days above may be used for personal business provided that if a personal business day is requested for the day immediately preceding or following a nonworkday or a recess period, a reason must be given. Personal business days may not be used to extend a recess period or for other employment.
5. Employees working less than 35 hours per week (part-time employees) shall have their sick and personal business time posted in proportion to the time worked unless otherwise specified under Article I, Sections D and E, of this Agreement.
6. Effective September 1, 1980, sick leave days may be cumulative not to exceed ninety (90) days. Sick leave days do not accumulate while an employee is on long-term disability.
7. Reimbursement for eligible sick leave days:
 - a. Sick leave days in excess of 90 through 105 shall be automatically reimbursed in the last pay of June at a rate of \$100 per day.
 - b. Sick leave days in excess of 60 through 90 may be traded for reimbursement at a rate of \$50.00 per day. To be eligible, the employee must notify Human Resources and Operations in writing or e-mail by June 1 of each year of the number of sick leave days to be traded for reimbursement.

- c. Upon retirement, employees will be automatically reimbursed in their last pay for eligible sick leave days in excess of 60 through 90 at \$50.00 per day and \$100 per day for eligible days in excess of 90.
 - d. Employees retiring with 30 years of service time with the Genesee Intermediate School District, will automatically be reimbursed in their last pay for eligible sick leave days in excess of 60 at the rate of \$100 per day.
- 8. Sick leave days in excess of 90 days may be converted at the rate of two (2) sick days for one (1) paid time off (PTO) day, not to exceed three (3) PTO days per year. PTO days must be posted before use. Unused PTO days will automatically convert back to sick days at the end of the fiscal year.
 - 9. New employees shall become eligible for leave benefits after the employee has completed one (1) full day of employment. Sick leave days shall be prorated from the date of hire.
 - 10. The Board and the Association recognize that chronic absenteeism should not be condoned with respect to the parties' obligations and responsibility to the work place.
 - 11. Employees are responsible for reporting absences in a timely fashion pursuant to building/program/department procedures.
 - 12. When the district requests/requires an employee to seek medical attention due to work-related accident/injury/communicable disease, such as scabies or head lice, the employee will not be charged sick time in the following instances:
 - a. For the balance of the day on which the initial visit occurred.
 - b. For time spent at the clinic for follow-up visits as directed by representatives from the District or clinic, including occupational therapy, physical therapy, and other medical services.
 - c. For time spent at the clinic to obtain permission to return to work.

All other time missed will be charged to the employee's sick time.

Guidelines for work-related injury documentation and reporting procedures are outlined in Appendix D.

- 13. Any employee whose personal illness extends beyond the period compensated under Section A may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Insurance premiums will be paid in accordance with Article XI, Insurance Protection, Section L, and in accordance with administrative guidelines. Upon return from an authorized leave, the employee shall be assigned to the same position or a substantially equivalent position with regard to pay, responsibility, and status.
- B. Annual and accumulated leave days may be used as follows:
- 1. For illness or disability in the immediate family. Immediate family is defined as:
 - a. Spouse
 - b. Child, including foster child and stepchild

- c. Brother or brother of spouse
 - d. Sister or sister of spouse
 - e. Parent or parent of spouse
 - f. Grandparent or grandparent of spouse
 - g. Son-in-law
 - h. Daughter-in-law
 - i. Grandchild
2. A doctor's statement will be submitted to Human Resources and Operations when an immediate family member's illness or disability requires the employee's presence for five (5) or more consecutive workdays.
 3. A maximum of five (5) days may be used as emergency days for death of an immediate family member as defined in number 1 above. The Superintendent may approve the use of more than five (5) days of annual accumulated leave days for death of an immediate family member.

C. Unpaid Leaves of Absence

1. Employees may be granted short-term/long-term unpaid leaves of absence. Short-term unpaid leaves will be for more than one (1) day but less than twenty (20) working days. In extenuating circumstances, short-term leaves may be extended five (5) additional days. Long-term leaves will be for more than twenty (20) working days.
2. The Superintendent will review and act on short-term leaves. Long-term leaves will be reviewed and forwarded to the Board for action. One (1) day or less may be approved by the department director/program administrator.
3. Employees on unpaid leaves will not receive pay. However, employees on unpaid leave less than twenty-five (25) working days shall have their fringe benefits paid by the Board.
4. Employees on unpaid leave in excess of twenty-five (25) working days may elect to maintain their insurance coverage within the provisions of the district carrier at their own expense.
5. In considering leave requests, the following criteria will be reviewed:
 - a. Leave of absence does not reduce ability of the district/department to accomplish its mission.
 - b. Satisfactory substitute can be obtained if necessary.
 - c. Leave will not cause the district additional expense.
 - d. Attendance and work performance of the employee are satisfactory.
6. Long-term leaves may be granted for a period of up to one year. The district may, at its discretion, extend the leave for one additional year upon request. No seniority will accrue during this period.

7. Employees will:
 - a. Make application in writing to their immediate supervisor/program administrator for short-term leave and complete the *Request for Unpaid Leave of Absence* form at least five (5) workdays prior to the commencement of the leave, except in case of emergency.
 - b. Make application for long-term leave in writing at least sixty (60) calendar days prior to commencement of leave, except in case of emergency.
 - c. Notify the Human Resources and Operations Department in writing or electronically sixty (60) calendar days prior to returning to work from a long-term leave.
 - d. Report to the Human Resources and Operations Department upon return from long-term leave to review/update payroll/benefits information.
8. Return from leave will be as follows:
 - a. Short-term leave - Employee may return to work at the same step on the salary schedule, job classification and work assignment.
 - b. Long-term leave - Employee may return from leave to the first available position for which the employee is certified/qualified in accordance with Article IX, Sections F and S, of this Agreement.

D. Child Care Leave

1. A leave of absence up to one (1) year without pay shall be granted to any employee for the purpose of child care. The child of the leave must be a newborn infant, or a newly adopted child.
2. Request for such leave shall be made in writing, with written verification of pregnancy from a physician or verification of custody from the appropriate agency or court.
3. The Superintendent may approve the use of three (3) additional days in Section A, number 4, above to be used as personal business for adoption. Personal business days for adoption may be approved for use immediately before or after a recess period.
4. In order to provide continuity of program, the employee shall notify the Superintendent in writing at least three (3) months in advance of the anticipated leave date or as soon thereafter as the employee is aware of such need.
5. The specific beginning and ending leave date shall be determined by mutual agreement of the employee and the Superintendent, at least thirty (30) days prior to the anticipated commencement of the leave with primary consideration given to the written medical statement provided by the employee's physician, which may be supplemented as provided in Section L of this Article.
6. Employees returning from a child care leave of one (1) year or less shall return to the same or equivalent position in accordance with their bargaining unit seniority.

7. The employee may renew said child care leave beyond the term allowed in number 1 above up to an additional year. The employee shall notify the Superintendent in writing at least sixty (60) days prior to the termination of said leave.
 8. Employees returning from a child care leave of more than one (1) year in duration may return to the same or equivalent position when available in accordance with their bargaining unit seniority. Employees shall return from an extended child care leave beyond one (1) year in accordance with Article IX, Sections F and S, of this Agreement. If no position is available upon the expiration of the leave, the employee shall be placed on a return-from-leave list, Article IX, Section U, for the applicable period of time as outlined in Article IX, Section T.
 9. Failure to return from leave on the date specified may result in the loss of return rights if the employee is offered a position at the end of their leave and the employee does not accept it, unless the leave is extended in writing by the Superintendent.
 10. An employee may make written or electronic application to the Superintendent for reinstatement prior to the expiration of the leave; however, accelerated return from leave shall be at the discretion of the Board.
 11. The employee shall be given credit on the salary schedule for a full semester for the semester in which the leave was taken, provided over one-half (1/2) the semester was worked. Upon return from leave, the employee shall be restored to the appropriate position on the salary schedule.
- E. Pursuant to Section 632, Part 7, of the School Code of 1976, employees who have been employed for seven (7) years by the Genesee Intermediate School District may be granted a sabbatical leave for one (1) year. During said sabbatical leave, the employee shall be considered to be in the employ of the Board and shall be paid one-half (1/2) the annual salary rate. The employee shall receive one-half (1/2) the benefit allowance for health insurance and life insurance. It is understood that such leaves are to serve professional purposes such as advanced study, professional writing, or travel, which may be deemed to improve professional competence. A report regarding the use of the leave shall be filed with the Board. The employee agrees to remain in the service of the Board for at least two (2) years after completion of the sabbatical leave unless a layoff is necessary in accordance with Article VIII of this Agreement.

If the employee does not fulfill this provision, the employee shall be obligated to repay the Board the sabbatical leave pay. An employee, upon return from a sabbatical leave, shall be restored to that employee's former position or to a position of like nature, compensation, seniority, and status. Any period spent on sabbatical leave shall be treated as employee service for the purpose of seniority and application to the salary schedule.

- F. Released time for Association business, not including negotiations or grievance processing, shall be provided in the amount of six (6) days during the school year. The Association will pay substitute cost. Application for released time shall be made on forms provided by the District.

The Superintendent may approve additional days for employees to attend MEA-sponsored conferences such as Win-Win training, leadership training, and summer conferences. The

Board and Association agree that requests and documentation for such conference participation will be approved by the Association President and reviewed with the Deputy Superintendent for Human Resources and Operations prior to submitting the request to the Superintendent.

- G. A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military service in any branch of the armed forces of the United States. Employees on military leave shall be given the benefit of any annual salary increments and sick leave allowances which would have been credited to them had they remained in active service to the District. Employees on military leave of absence shall return to work in accordance with applicable state and federal laws.
- H. The Board shall grant a leave of absence without pay and benefits to any employee to campaign for or serve in a public office. Said leave shall be granted for up to two (2) years. Any extension beyond two (2) years will be at the discretion of the Board. Employees on a leave of absence for the purpose of campaigning for or serving in a public office shall not be given benefit of any salary increments, sick time, or seniority credit. Employees shall return from a leave of absence for the purpose of campaigning for or serving in a public office in accordance with Article IX, Sections F and S, of this Agreement.
- I. Religious holidays other than specified in the calendars will be granted to employees. Prior arrangement must be made with the Superintendent. Such days may be covered by the following:
 - 1. Personal business leave.
 - 2. Work on days that office is open when instructional staff is on recess.
- J. Upon receipt of a notice to report for jury duty, the employee will submit a copy of their jury summons along with a completed *Report of Absence* form to their immediate supervisor prior to the commencement of jury duty. A paid leave of absence shall be granted for such duty.

If the employee is temporarily excused from jury services for a period of one-half (1/2) day or more, the employee shall report to work during such periods.

It is the responsibility of the employee to collect compensation from the judicial system for court services and travel expenses. Upon receipt of money earned as a juror, the employee shall retain the amount paid for travel and submit a check or cash to the business office for the compensation received while providing jury/court services.

For a court appearance as a subpoenaed witness in any case connected with the employee's employment with the Genesee Intermediate School District, the employee shall be granted a leave of absence with pay for the time required for such court appearance.
- K. The Board may grant full pay to an employee for approved visitation to any other school or for attending educational conferences or conventions. All employees, regardless of assignment, shall be considered for conference attendance.
- L. The Board may require that an employee have and report the results of a physical or mental examination by an appropriate specialist selected by the Board at the Board's expense if probable cause exists. On the basis of the results of such examination, the Board may

require that the employee take a leave of absence without pay or increment for a period not to exceed one (1) year.

An employee has the privilege of engaging a specialist at the employee's expense to conduct a physical or mental examination on behalf of the employee. If the specialists do not concur, a third specialist, mutually acceptable to both parties, will be consulted with fees to be divided between the Board and the employee.

Article XI

Insurance Protection

Pursuant to the authority set forth in Section 632 of the School Code of 1976 as amended, the Board agrees to furnish to all employees the following insurance protection unless otherwise specified under Article I, Sections D and E, and Article XI, Insurance Protection, Sections J and Q, of this Agreement.

Effective July 1, 1996, the Board and the Association agree that options for employees through the development of a Section 125 Plan in accordance with the Internal Revenue Service Code may be advantageous for the employees and the District. Therefore, the Board and the Association will implement a Section 125 Plan with an effective date of September 1, 1996 that allows employees to elect health insurance or a cash option, Sections A and B below. GIEA/Board Contract Administration and Problem Solving Committee (CAPSC) will continue to explore other options. The Section 125 Plan may be expanded to include dependent care, medical reimbursement accounts, and/or other programs as allowed under the IRS Code. Any future expansion of the Section 125 Plan must be recommended by the CAPSC and approved by the GIEA Governing Board and the GISD Board of Education prior to implementation.

During discussions for the 2006-2009 contract extension, the GIEA/Board Finance Committee spent considerable time analyzing the cost of health insurance and exploring options for controlling or reducing the cost of health insurance with the belief that it is in the best interest of the Board and the Association to provide options for employees whereby they can select a traditional health insurance plan, such as MESSA, or select another type of health insurance plan that best fits their family needs, such as an HMO, a PPO or a POS plan. In May 2005, the Board was informed by MESSA that they would not coexist with an HMO. In June 2005, MESSA revised their position and will coexist with an HMO for the Genesee Intermediate School District. The GIEA/Board Finance Committee adopted a memorandum of understanding (see Appendix E) that addresses the concerns the Board and the Association have with MESSA and the position MESSA took regarding coexisting with HMOs.

A. Effective January 1, 2010, health insurance options are as follows:

1. The Board shall provide all employees for the duration of this contract (subject to the limitations of the carrier) MESSA Choices II or Blue Care Network (BCN-1) or Health Plus of Michigan (ID) health insurance coverage.

During the 2009-2010, 2010-2011, and 2011-2012 school years, employees who elect to enroll in MESSA Super Care I will pay the difference in cost between MESSA Super Care I and MESSA Choices II. When the cost of Blue Care Network or Health Plus of Michigan exceeds the cost of MESSA Choices II, employees will pay the difference in cost. Employees will have the option of paying the cost difference through a qualified Section 125 plan (pre-tax dollars).

2. The MESSA Choices II prescription co-pay will be \$5/\$10, and office visits will be \$10. The single subscriber deductible will be \$200, and the two-person/full-family deductible will be \$400, paid through payroll in a lump sum to the subscriber as non-reportable compensation for retirement. The deductible for the full year will be paid in the first pay in January of each year. Effective January 1, 2010, MESSA Choices II will include the addition of the Adult Health Immunization Rider.

3. The MESSA Super Care I prescription co-pay will be \$5/\$10. The single subscriber deductible will be \$100, and the two-person/full-family deductible will be \$200, paid through payroll in a lump sum to the subscriber as non-reportable compensation for retirement. The deductible for the full year will be paid in the first pay in January of each year.

B. Employees not electing health insurance coverage under Section A above shall receive a cash payment payable in ten (10) installments September through June of each school year in accordance with the following schedule:

School Year	Cash Option
2009-2010	\$2,800 (\$280 per month) (effective January 1, 2010)
2010-2011	\$3,000 (\$300 per month)
2011-2012	\$3,200 (\$320 per month)

The cash option is subject to applicable federal, state, local, and social security (FICA) taxes.

C. The Board shall provide all employees group term life insurance protection in the amount of \$40,000 effective January 1, 2010 with double indemnity for accidental death and dismemberment.

Employees who select MESSA Choices II or Super Care I shall have their life insurance protection as provided in this Section reduced by a like amount provided in the MESSA insurance plan. MESSA options will be available on the payroll deduction plan.

D. The Board shall provide all employees for the duration of this contract (subject to the limitations of the carrier) Delta Dental insurance, co-pay Class I/II/III/IV, 90/90/90/90, or internal/external coordination of benefits, co-pay Class I/II/III/IV, 50/50/50/50, effective January 1, 2010.

The annual maximum benefit payable during the January 1, 2010 through June 30, 2010 period is \$2,000 per person. Thereafter, the benefit period is July 1 through June 30 of each year at \$2,000 per person. The orthodontic life time maximum benefit for eligible dependents 19 years of age or less is \$1,500.

E. The Board shall provide all employees (subject to the limitations of the carrier) MESSA VSP Gold vision insurance effective January 1, 2010 through August 31, 2010. Effective September 1, 2010 through August 31, 2012, the Board shall provide all employees (subject to the limitations of the carrier) MESSA VSP-3 Plus Platinum vision insurance.

F. Employees are responsible for submitting the necessary documentation to Human Resources and Operations for the selection of health insurance or the cash option, life, dental, and vision insurance within 30 days of initial employment or during the annual open enrollment period in the month of May of each school year, provided such enrollment does not result in dual enrollment for health insurance as it applies in Section A above.

For changes in health insurance in 2009-2010 effective January 1, 2010, a special open enrollment period will be scheduled. Thereafter, the annual open enrollment period for 2010-2011 and 2011-2012 will be held in May for the following school year. The board shall post a notice each year for the May open enrollment period.

Employees with changes in marital/dependent status or other changes that affect their health insurance/cash option, life, dental, or vision insurance coverage must notify Human Resources and Operations within 30 calendar days of the occurrence, providing appropriate evidence, if necessary, and document the changes. Any other changes may be made during the normal open enrollment period, which is during the month of May for the following school year.

Employees who do not meet the deadlines (within 30 calendar days of occurrence/initial employment or month of May open enrollment period) forfeit their right to change/add their coverage until the next May open enrollment period.

- G. The premium year for fringe benefit coverage shall be September 1 through August 31.
- H. Employees shall be eligible to elect salary reduction for an approved annuity of their choice. The employee is responsible for contacting a representative from an approved investment company and submitting the necessary documentation to Human Resources and Operations. Forms and guidelines for salary reduction are available in Human Resources and Operations.
- I. Disability insurance protection (subject to the limitations of the carrier) will be provided each employee as outlined.
 - 1. Coverage will commence on the thirty-first (31st) calendar day after beginning of disability or upon exhaustion of the employee's accumulated sick leave, whichever is later, subject to the discretion of the employee.
 - 2. Coverage equals sixty-six and two-thirds (66-2/3) percent of the employee's salary per diem rate for the first (1st) year and sixty-six and two-thirds (66-2/3) percent of the annual rate thereafter.
 - 3. Payments continue until termination of disability or up to a maximum of five (5) years for employees with less than three (3) consecutive years of service.
 - 4. Disability benefits will continue for those employees who have been employed full time for a period of over three (3) consecutive years according to the following schedule:

<i>Age on Date the Period of Disability Commences</i>	<i>Maximum Benefit Period</i>
Less than 60 years old	To age 65, but not less than five years
At least 60 years old but less than 65 years of age	Five years of benefits
At least 65 years old but less than 70 years of age	To age 70 but not less than one year of benefits
Seventy years of age or older	One year of benefits

- 5. Disability payments shall be limited to a maximum of sixty-six and two-thirds (66-2/3) of the employee's monthly salary and shall include a social security freeze.

- J. Effective September 1, 2004, the Board will provide flexible spending accounts for medical reimbursement and dependent care expenses. Funds designated for an employee's flexible spending account are pre-tax dollars. The maximum annual contribution and reimbursement will comply with Internal Revenue Service guidelines. The plan year will be September 1 through August 31 each year.
- K. Insurance benefits become effective after the employee has completed one (1) full day of work.
- L. Employees on medical/disability/worker's compensation leave shall be eligible for board-paid health, dental, vision, life, and disability insurance through the end of the current contract year or a minimum of six (6) months, whichever is longer.
 - 1. The six (6) month count date shall begin on the first day the employee is unable to work.
 - 2. At the end of six (6) months, no contractual benefits shall accrue except for payments as provided by the disability/worker's compensation insurance carrier.
 - 3. The employees may elect to maintain their health, dental and/or vision insurance coverage within the provisions of the district carrier(s) at their own expense as provided by the Consolidated Omnibus Budget Reconciliation Act (COBRA).
- M. Prior to returning to active status, an employee who has been receiving medical/disability/worker's compensation benefits shall be required to provide the District with a doctor's statement, which may be supplemented as provided in Article X, Absences and Leaves, Section L, of this Agreement.
- N. For employees who become unable to work during the summer recess and are eligible for medical/disability/worker's compensation leave, the six (6)-month count for board-paid health, dental, vision, life, and disability insurance begins on September 1 of the next contract year. Thereafter, the employees may elect to maintain their insurance coverage within the provisions of the district carrier(s) at their own expense.
- O. Insurance benefits terminate when the employee resigns or leaves the Genesee Intermediate School District prior to fulfillment of that employee's current contract year.
- P. Health insurance benefits provided in Section A, above, shall be available to all employees unless they are covered by another program. Employees, spouses, and dependents may not be dual enrolled in health insurance.
- Q. Employees working more than one-half (1/2) time but less than full time shall receive fringe benefits in relation to time worked. The employee's portion of the premiums shall be paid through payroll deduction in accordance with a signed compensation reduction agreement. Employees who take a voluntary reduction in their workday in order to prevent or reduce layoffs shall be entitled to full fringe benefits. The above provisions are subject to the provisions of the various requirements of insurance carriers.
- R. The Board and the Association agree that the cost of providing worker's compensation coverage for employees has increased over the last several years. The parties agree that during the term of this Agreement, employee assistance/work-related injury committees will be maintained in each program area under the direction and guidelines determined by the

Contract Administration and Problem Solving Committee to study work-related injuries and implement programs to reduce on-the-job injuries.

- S. The Board and the Association agree that during the term of the Agreement, the Contract Administration and Problem Solving Committee will maintain a GIEA/Board Finance Committee to address the rising cost of health insurance and explore options for controlling or reducing health insurance costs in the future.

Article XII

Contract Administration and Problem Solving Committee

- A. The Board and the Association support the concept of Win-Win Negotiations and will work as a team to resolve mutual concerns and problems.
- B. In order to facilitate communications between the Board and the Association, a Contract Administration and Problem Solving Committee (CAPSC) comprised of representatives from the Association and the Board will meet on a regular basis, usually monthly, to discuss topics and resolve issues and problems.
- C. The CAPSC will attempt to resolve issues and problems prior to implementing the grievance procedure or referring them to the negotiations process. However, an issue or problem may be referred by the CAPSC, the Association, the Board, or an employee to the grievance procedure or negotiations process if it is deemed that the CAPSC is not the appropriate committee to meet and resolve the issue or problem.
- D. A problem may be taken through the grievance procedure and/or through the CAPSC at the same time or separately.
- E. Employees, immediate supervisors/administrators, and building representatives should share their problems and concerns at the program/building level so that the problem or concern can be researched, discussed, and resolved at the lowest possible level.
- F. Problems and concerns that cannot be resolved at the program/building level may be referred to the CAPSC by the employee, Association representative, and/or immediate supervisor.
- G. Nothing in this Article shall be construed to prevent the employee or the Association from filing a grievance, or to prevent either party from making a negotiations proposal. However, the 30-day grievance filing deadline in Article VI, Section B, of this Agreement is delayed whenever a contract issue or problem is being addressed by the CAPSC.
- H. It is the responsibility of the Board and the Association to select representatives to serve on the CAPSC. The number of representatives may vary depending on the topics, issues, and problems on the agenda.
- I. A representative from the Association or the Board will be identified at the beginning of each meeting to summarize the minutes of the meeting and distribute the minutes and tentative agenda for the next meeting to the members of the CAPSC.
- J. The Association President and the Deputy Superintendent for Human Resources and Operations are responsible for the distribution of information to the individuals they represent regarding the activities of the CAPSC.
- K. The CAPSC shall review and discuss activities related to the development and implementation of least restrictive environment programs. The Board shall assure that the Association will be a participant in the planning process relating to the review and revision of the Genesee Intermediate School District Special Education Mandatory Plan. Such participation shall neither expressly nor by implication be deemed to be a waiver of either party's right to bargain any working condition.

- L. The parties agree that representatives of the Board will continue to work together with GIEA representatives to utilize the Win-Win collaborative model to solve problems and address concerns. GIEA CAPSC will continue to train GIEA employees in the utilization of the Win-Win collaborative model.

- M. The Association and the Board recognize the uncertain financial environment facing the district and its employees. The GIEA/Board Finance Committee of CAPSC will meet as needed to monitor the economic climate and review budget amendments and budget development. The Association and the Board agree to continue to use the CAPSC process to address the financial concerns of the parties. Should the issues of the parties not be resolved through the CAPSC process, either party may re-open the financial portion of the contract. This language is not precedent setting and is to expire at the end of this contract.

Article XIII
Employee Evaluation

- A. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, closed-circuit television, public address or audio systems, observation rooms, and similar surveillance devices shall be strictly prohibited.
- B. Each employee shall have the right, upon request, to review the employee's evaluation record. A representative of the Association may be requested to accompany the employee in such review. Privileged information, such as confidential credentials and related personal references normally sought at the time of employment, are specifically exempted from such review.

The administrator responsible for the safekeeping of such files shall remove such credentials and confidential reports from the file prior to the review of the file by the employee.

- C. An employee shall be entitled at all times to have a representative of the Association present when being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representation by the Association is present.
- D. Any complaints directed against an employee of the Genesee Intermediate School District by a parent, student, teacher, administrator, or employee of a constituent district shall be brought to the attention of the employee through appropriate supervisory or administrative personnel. No action shall be taken, with respect to such a complaint or report, affecting the status of the employee without prior notice to that employee.
- E. Evaluation shall be conducted according to a mutually agreed upon procedure as developed by representatives from the Association and the Board of Education and approved by the Association prior to its use.
- F. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation, or advantage, including adverse evaluation of employee performance asserted by the Board or any agent or representative thereof, shall be subject to the professional grievance negotiations procedure hereinafter set forth.

Article XIV
Miscellaneous Provisions

- A. No polygraph or lie detector device shall be used in any investigation of any individual.
- B. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual employee contracts heretofore in effect.

All future individual employee contracts shall be made expressly subject to the terms of this Agreement or any subsequent agreement covering the same school year as the individual employee contracts designate. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

- C. In accordance with Board Policy #3122, Nondiscrimination and Equal Employment Opportunity, the Genesee Intermediate School District (GISD) does not discriminate on the basis of race, color, religion, national origin, gender, disability, age, height, weight, marital status, or any other legally protected characteristic, in its programs and activities, including hiring, promotion, and retention. The person designated to handle inquiries regarding the nondiscrimination policies of GISD or to address any complaint of discrimination is the Title IX Coordinator, Human Resources and Operations, 2413 West Maple Avenue, Flint, Michigan 48507-3493.
- D. Copies of this Agreement shall be available in electronic or printed format at the expense of the Board and presented to all employees covered hereby now employed or hereafter employed by the Board.
- E. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Employees shall be paid in either twenty-one (21) or twenty-six (26) equal pays. Once the twenty-one (21) or twenty-six (26) pay schedule has been selected it may not be changed for that contract year, except that an employee electing twenty-six (26) pays may request the balance of the twenty-six (26) pays in a final check the second pay in June provided the request is made in writing by May 15 to the Superintendent.

The Board and the Association recognize that utilizing a twenty-one (21)/twenty-six (26) pay cycle results in employees being paid for a full biweekly pay when they have actually worked two (2) or three (3) days during a pay period. When this is expected to occur, CAPSC will review pay cycles; and the employees will be notified electronically by June 1 that the district will utilize a twenty-two (22)/twenty-seven (27) pay cycle for the following school year.

Employees working in a program that operates on a year-round basis, beginning in August and ending in the following August (i.e., GISD Transition Center) shall not have the option for a 21- or 22-pay schedule as they would be overpaid throughout the school year. Employees in such a program shall be paid only on a 26- or 27-pay schedule.

- G. When an employee completes a program for state certification or graduate course work that entitles that employee to a higher rate of pay according to the schedule, the employee's pay shall be adjusted as follows:
1. When an employee completes course work prior to September 1 of the contract year, pay will be at the higher rate for the full year if evidence of such achievement is submitted within sixty (60) days.
 2. Course work completed after September 1 and prior to February 1 will entitle the employee to be paid at the higher rate from February 1 of the contract year, providing evidence of achievement is submitted sixty (60) days after course work completion.
 3. An employee that completes course work by September 1, but does not submit evidence of completion within the sixty (60) day period, will be paid at the new rate effective February 1 of the next year.
- H. Members who have reached the maximum steps in the pay classifications BA+18, MA, MA+15, and MA+30, shall receive one half of one percent (.005) for 2009-2010, 2010-2011, and 2011-2012, paid each year as follows:

½% Schedule Based on the Year Non-Stepping Employee is Eligible	BA+18	MA	MA+15	MA+30
2009-10 if eligible to step	64,278	71,135	74,834	78,728
2010-11 if eligible to step	64,278	71,135	74,834	78,728
2010-11 if stepped in 2009-10	64,600	71,491	75,208	79,121
2011-12 if eligible to step	64,278	71,135	74,834	78,728
2011-12 if stepped in 2010-11	64,600	71,491	75,208	79,121
2011-12 if stepped in 2009-10	64,293	71,848	75,585	79,517

For future negotiations, the base salary for non-stepping members will be their current year salary.

- I. Longevity
1. Effective with the 2009-2010 school year, eligible employees on the BA, BA+18, MA, MA+15, and MA+30 classifications of the salary schedule will receive longevity as follows for their years of experience in the bargaining unit at the Genesee Intermediate School District:
- | School Year | 15 Years | 20 Years | 25 Years | 30 Years |
|--------------------|-----------------|-----------------|-----------------|-----------------|
| 2009-2010 | \$1,800 | \$2,500 | \$3,200 | \$3,900 |
| 2010-2011 | \$1,900 | \$2,600 | \$3,300 | \$4,000 |
| 2011-2012 | \$2,000 | \$2,700 | \$3,400 | \$4,100 |
2. During the 2009-2010, 2010-2011, and 2011-2012 school years, employees receiving longevity at the 15-year, 20-year, 25-year, or 30-year longevity schedule will receive an additional \$300 longevity payment in addition to what they are eligible to receive on the longevity schedule. This additional \$300 longevity payment is made with the understanding that it is not part of the longevity schedule and that this provision will expire on August 31, 2012.

- J. An employee's daily rate shall be determined by dividing his/her contractual salary by 185 workdays. Legal holidays are not to be considered paid holidays. Extra work beyond 185 workdays will be paid at the employee's daily rate subject to Article VII, Employee Hours and Calendar, Section D, Extended Schedules.
- K. Salary deductions for unpaid days will include a prorated fringe benefit cost unless said day would qualify for payment under Article X. Employees working an extended schedule (Article VII, Section D) who take a scheduled day without pay shall not be charged the cost of fringe benefits for that day.
- L. As a condition of employment, each employee must submit evidence of freedom from communicable tuberculosis to Human Resources and Operations.
- M. The Board may reimburse an employee who suffers damage to personal property caused by the actions of a student, providing there is no negligence on the part of the employee. The employee shall provide the Superintendent proof to substantiate the employee's loss.
- N. Employees will generally be notified at least twenty-four (24) hours in advance of all staff meetings.

Schedule A: Calendar Guidelines

School year calendars are developed with employees in accordance with Article VII, Employee Hours and Calendar, of this Agreement and in accordance with the Genesee County Schools Common Calendar adopted by the Board pursuant to Section 1284a of the Revised School Code. The basic work year is 185 workdays. The 185 workday annual school calendar for classroom employees may include a total of 7.0 hours outside the regular school day.

Department directors/program administrators are responsible for working with employees who are in positions that require a valid Michigan teacher certificate to ensure that these employees are involved in staff development and training activities in accordance with state law. The following excerpts from the Genesee County Schools Common Calendar will be utilized in the development of employee, building and/or program calendars.

1. Students report to school on Tuesday following Labor Day in accordance with Michigan law.

	<u>Labor Day</u>	<u>First Student Day</u>
2009-2010	Monday, September 7, 2009	Tuesday, September 8, 2009
2010-2011	Monday, September 6, 2010	Tuesday, September 7, 2010
2011-2012	Monday, September 5, 2011	Tuesday, September 6, 2011

2. Winter Break:

	<u>Winter Break Begins</u>	<u>Classes Resume</u>
2009-2010	Wednesday, December 23, 2009	Monday, January 4, 2010
2010-2011	Thursday, December 23, 2010	Monday, January 3, 2011
2011-2012	Friday, December 23, 2011	Tuesday, January 3, 2012

3. Martin Luther King Day (third Monday in January) no students and optional duty day for staff:

2009-2010	January 18, 2010
2010-2011	January 17, 2011
2011-2012	January 16, 2012

4. President's Day (third Monday in February). If a four-day weekend is planned, it is recommended that the Friday before President's Day be the additional day off:

	<u>Friday</u>	<u>Monday, President's Day</u>
2009-2010	February 12, 2010	February 15, 2010
2010-2011	February 18, 2011	February 21, 2011
2011-2012	February 17, 2012	February 20, 2012

5. Spring Break begins on the Monday of the first full week in April.

	<u>Spring Break Begins/Thru</u>	<u>Classes Resume</u>	<u>Good Friday**</u>
2009-2010	April 2 through April 9, 2010	Monday, April 12, 2010	April 2, 2010
2010-2011	April 4 through April 8, 2011	Monday, April 11, 2011	April 22, 2011
2011-2012	April 2 through April 6, 2012	Monday, April 9, 2012	April 6, 2012

**Good Friday is a non-workday when it falls outside of Spring Break.

Marking period and semester end dates identified in the Genesee County Schools Common Calendar (available on the GISD website at www.geneseeisd.org) may be utilized by the department directors/program administrators/employees as calendars are developed for each year.

Schedule B: Salary Schedules

The following salary schedule is in effect for 2009-2010, 2010-2011, and 2011-2012 for members eligible for a step on the schedule. The salary schedule is for 185 workdays. Any days worked beyond the 185 days will be paid at the employee's daily rate (but subject to Project CHOICE guidelines developed by CAPSC).

2009-2010, 2010-2011, and 2011-2012

Step	BA	BA+18	MA	MA+15	MA+30
1	38,523	40,527	42,632	44,853	47,188
2	40,527	42,632	44,853	47,188	49,641
3	42,632	44,853	47,188	49,641	52,220
4	44,853	47,188	49,641	52,220	54,935
5	47,188	49,641	52,220	54,935	57,791
6	49,641	52,220	54,935	57,791	60,798
7	52,220	54,935	57,791	60,798	63,959
8		57,791	60,798	63,959	67,282
9		60,798	63,959	67,282	70,781
10		63,959	67,282	70,781	74,462
11			70,781	74,462	78,336

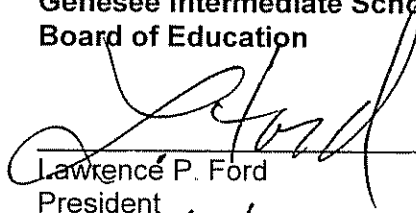
Article XV

Duration of Agreement

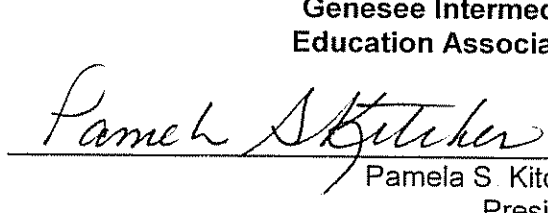
This Agreement shall be effective as of the date of ratification by the Board on December 8, 2009 for the period of September 1, 2009 through August 31, 2012. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

**Genesee Intermediate School District
Board of Education**

**Genesee Intermediate
Education Association**




Lawrence P. Ford
President




Pamela S. Kitchen
President

5/11/10
Date

May 10, 2010
Date



Thomas Svitkovich, Ed.D.
Superintendent



MEA UniServ Director

May 11, 2010
Date

May 10, 2010
Date

Appendix A

**Memorandum of Understanding
Between the
Genesee Intermediate Education Association
And the
Genesee Intermediate School District Board of Education**

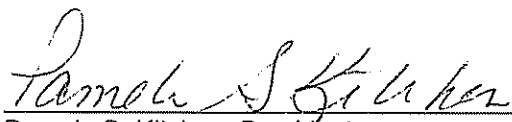
**Tuition Reimbursement
April 19, 2010**

On February 22, 2000 the Genesee Intermediate Education Association (hereinafter referred to as the Association) and the Genesee Intermediate School District Board of Education (hereinafter referred to as the Board) entered into a pilot tuition reimbursement program through June 30, 2003. The purpose of the pilot program was to determine whether or not a financial incentive would assist the district in filling vacant teacher positions with fully certified teachers in the area of autistic impaired. Employees approved to participate in the program were eligible to receive a maximum of \$7,000 for up to 24 graduate hours provided they were enrolled in an approved program leading to endorsement in autistic impaired, and they worked for a minimum of three (3) years in a teaching assignment requiring endorsement in autistic impaired.

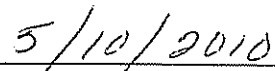
The program was deemed a success, and the memorandum of understanding was extended by the Association and the Board on April 27, 2004 through the two-year contract extension to end on June 30, 2006. The conditions of the program were expanded at that time to include employees enrolled in an approved program leading to full certification as highly qualified teachers in autism spectrum disorders and/or cognitive impairment. Further, the parties agreed that the tuition reimbursement program would continue from its expiration date of June 30, 2006 to the end of the contract extension on August 31, 2009.

Following contract negotiations for a three-year agreement beginning September 1, 2009 through August 31, 2012, the Board acted on December 8, 2009 to approve the tentative agreement. It was agreed that the Association and the Board would fulfill commitment to existing employees enrolled in the tuition reimbursement program as of October 2009 and eliminate the program for any new employees hired after October 2009 who may be enrolled in approved programs leading to endorsements in autistic impairments or cognitive impairments and eligible for temporary approval. Employees active in the tuition reimbursement program up to October 2009 will continue to follow the parameters of the memorandum of understanding dated August 11, 2005.


The parties agree that should a shortage of highly qualified special education teachers occur in the future, the Board may develop a similar program to encourage application and hiring of teachers eligible for temporary approval. Should such a program be developed, the Contract Administration and Problem Solving Committee will be included in the process. Terms and conditions of this memorandum of understanding may be clarified by the CAPSC by mutual agreement.



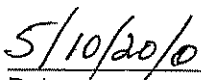
Pamela S. Kitchen, President
Genesee Intermediate Education Association



Date



Michael R. Moorman, Deputy Superintendent
Human Resources and Operations



Date

MRM.dsm

Appendix B

GENESEE INTERMEDIATE SCHOOL DISTRICT GENESEE INTERMEDIATE EDUCATION ASSOCIATION

Memorandum of Understanding Summer Recreation/Day Camp Program (EKLC) Summer Enrichment Program (ECPS) April 30, 2010

Since summer of 1991, the Genesee Intermediate School District Board of Education has operated the Summer Recreation/Day Camp Program at the Elmer A. Knopf Learning Center. On May 21, 2001, the Genesee Intermediate Education Association (GIEA) and Board Contract Administration and Problem Solving Committee (CAPSC) agreed to amend Article VII, Employee Hours and Calendar, Section D, Extended Schedules, for bargaining unit employees working as Summer Recreation/Day Camp Coordinators and School Nurses. On January 18, 2005, the CAPSC agreed that the salary schedule for GIEA employees working as Summer Recreation/Day Camp Coordinators in the Summer Recreation/Day Camp Program at the Elmer A. Knopf Learning Center would continue under the same terms and would include coordinators working in the Summer Enrichment Program at Early Childhood Programs and Services. Again, on August 11, 2006, the CAPSC agreed to continue the salary schedule under the same terms through August 31, 2009.

Following ratification of the three-year agreement effective September 1, 2009 through August 31, 2012, and in keeping with the process of the Memorandum of Understanding, the Genesee Intermediate School District Board of Education will employ GIEA employees for the summers of 2010, 2011, and 2012 as Summer Recreation/Day Camp Coordinators, Summer Enrichment Program Coordinators, and School Nurses in accordance with Article VII, Employee Hours and Calendar, Section D, Extended Schedules, number 1. c , and as follows:

1. GIEA employees working as School Nurse in the Summer Recreation/Day Camp Program operated at the Elmer A. Knopf Learning Center or the Summer Enrichment Program operated at Early Childhood Programs and Services will be paid at their current step on the salary schedule, Schedule B, Salary Schedules, of the master agreement. This provision applies to other positions in Article I, Recognition, posted for the Summer Recreation/Day Camp Program and Summer Enrichment Program performing like duties during the academic year, such as, Occupational Therapist, Physical Therapist
2. GIEA employees working as Summer Recreation/Day Camp Coordinator at the Elmer A. Knopf Learning Center and Summer Enrichment Program Coordinator at Early Childhood Programs and Services will be paid in accordance with the following:

Summer Salary Schedule
2010, 2011, 2012
Step 1 \$32.92 per hour
Step 2 \$34.64 per hour
Step 3 \$36.44 per hour

- a. GIEA employees working as Summer Recreation/Day Camp Coordinator at the Elmer A. Knopf Learning Center or as Summer Enrichment Program Coordinator at Early Childhood Programs and Services will be placed on step 1 on the Summer Salary Schedule.
- b. GIEA employees with previous work experience as Summer Recreation/Day Camp Coordinator at the Elmer A. Knopf Learning Center or Summer Enrichment Program Coordinator at Early Childhood Programs and Services will receive one experience step on the Summer Salary Schedule to a maximum of step 3 for each summer they have worked in either position

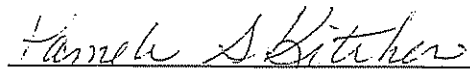
- c GIEA employees selected to work as Summer Recreation/Day Camp Coordinator at the Elmer A. Knopf Learning Center or as Summer Enrichment Program Coordinator at Early Childhood Programs and Services who have reached the maximum step prior to summer 2010 shall receive an amount equal to one half of one percent (.005) for summer 2010, summer 2011, and summer 2012 as follows:

	Step 3 Plus <u>One-Half Percent</u>
Summer 2010	\$36.62 per hour
Summer 2011	\$36.80 per hour
Summer 2012	\$36.98 per hour

This provision of the summer salary schedule will expire on August 31, 2012.

- 3. GIEA employees hired for the Summer Recreation/Day Camp Program or Summer Enrichment Program will be eligible to use accrued sick and personal business in accordance with the master agreement, board policy, and district administrative guidelines.


This updated Memorandum of Understanding was discussed and agreed to at a subcommittee meeting of the GIEA/Board Contract Administration and Problem Solving Committee on April 30, 2010, and will be in effect for the employment of GIEA employees in the Summer Recreation/Day Camp Program at the Elmer A. Knopf Learning Center and the Summer Enrichment Program at Early Childhood Programs and Services for the summers of 2010, 2011, and 2012, through the duration of the contract, August 31, 2012.



Pamela S. Kitchen, President
Genesee Intermediate Education Association

5/10/2010

Date



Michael R. Moorman, Deputy Superintendent
Human Resources and Operations

5/10/2010

Date

Memorandum of Understanding
Between the
Genesee Intermediate Education Association
and the
Genesee Intermediate School District Board of Education

School Social Workers

January 28, 2002

On January 9, 2001, the GIEA Contract Administration and Problem Solving Committee (CAPSC) adopted the following problem statement: **There is inconsistency in the placement of current school social workers on the salary schedule.** The problem statement was documented by a subcommittee that did a review of the credentials of school social workers hired in the district beginning with Bonnie McMann, hired September 22, 1975, through the most recent hires for the 2000-2001 school year as follows: Traci Bell and Kimberly Cole, both hired on August 29, 2000, and Sharon Vigna, hired on September 27, 2000. The three employees hired for the 2000-2001 school year were each placed on the Master's track of the salary schedule (MA) which was consistent with the documentation that they provided on their transcripts. Employees hired as school social workers prior to July 1, 2000 were all hired at the Master's 30 track (MA+30).

The GIEA CAPSC did extensive research on the problem. Documentation as to why school social workers were automatically placed at the MA+30 track in the past was not found. Some colleges and universities did require individuals to complete at least 60 graduate hours, including an internship, as part of the Master's in Social Work requirements. No information was found to document that there was an agreement between the board of education and the Genesee Intermediate Education Association to place school social workers on the MA+30 track of the salary schedule. As a result of the research and several CAPSC meetings, consensus was reached on March 5, 2001 to move the problem to a subcommittee.

On March 5, 2001, the School Social Worker Subcommittee of CAPSC was charged with the task of reviewing credentials of all school social workers (see Attachment) along with the September 17, 1987 Memorandum of Understanding for Physical Therapists. The subcommittee was asked to explore the feasibility of developing a process whereby earning continuing education units for school social workers could be an option in lieu of graduate credit for school social workers.

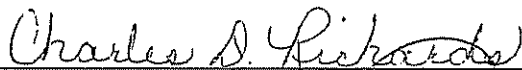
On June 11, 2001, the GIEA CAPSC approved the recommendations of the School Social Worker Subcommittee and consensus was reached as follows:

1. Traci Bell, Kimberly Cole and Sharon Vigna were correctly placed on the MA track of the GIEA salary schedule when they were initially employed by the board of education during the 2000-2001 school year.
2. School social workers hired before 1994 on the MA+30 track of the GIEA salary schedule will remain at MA+30: Bonnie McMann (1975), Barb Chandler (1977), John Shepard (1979), Rachel Halbany-Gidcomb (1984), Vicki Waltrip (1987), Wendy Jones (1990), Ruth Rosenberger (1991), Priscilla Smith (1992) and Theresa Hubbard (1994).
3. After June 11, 2001, all school social workers hired by the board of education will be placed on the GIEA salary schedule in accordance with the current agreement and consistent with the documentation that they provide on their transcripts.

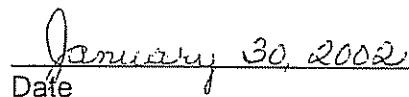
Only hours earned after the date the Master's degree was conferred are considered for placement beyond the MA track.

4. Earning continuing education units (CEUs) in lieu of graduate credit for school social workers is not feasible at this time.
5. Traci Bell, Kimberly Cole and Sharon Vigna will be placed on the MA+15 and MA+30 tracks of the GIEA salary schedule in accordance with the following provisions:
 - a. Traci Bell has a 49-hour Master's degree. She will be paid on the MA+15 track for 2001-2002 and after completion of 11 additional graduate hours will move to the MA+30 track.
 - b. Kimberly Cole has a 38-hour Master's degree. She will move to the MA+15 track after completion of 7 additional graduate hours and to MA+30 after completion of a total of 22 additional graduate hours.
 - c. Sharon Vigna has a 43-hour Master's degree. She will move to the MA+15 track after completion of 2 additional graduate hours and to MA+30 after completion of a total of 17 additional graduate hours.
6. All school social workers hired after June 11, 2001 will advance on the salary schedule pursuant to the provisions of the current agreement between the Genesee Intermediate Education Association and the Genesee Intermediate School District Board of Education.
7. It is understood that this Memorandum of Understanding is deemed nonprecedent-setting and applies only to the school social workers named herein.

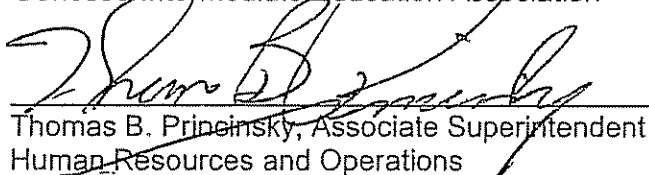
This Memorandum of Understanding was reviewed and approved by the GIEA Contract Administration and Problem Solving Committee on January 14, 2002.



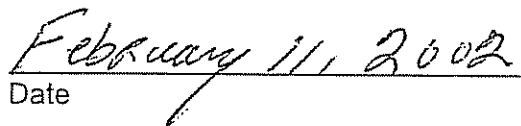
Charles D. Richards, President
Genesee Intermediate Education Association



Date



Thomas B. Princinsky, Associate Superintendent
Human Resources and Operations



Date



Work-Related Injury Documentation and Reporting Procedure

Purpose: To establish a procedure for employees and administrators to follow when employees seek medical treatment for a work-related accident/injury/communicable disease. Worker's compensation cases are technical. Individual employees and administrators need to proceed carefully and in full communication with Human Resources and Operations staff.

Procedure:

Employees will:

1. Coordinate or seek approval for all clinic/medical visits from their immediate supervisor/administrator/designee.
2. Advise the doctor of their work schedule and, whenever possible, schedule follow-up visits during non-student contact time.
3. Notify their immediate supervisor/administrator/designee as soon as they are aware of their follow-up appointment time.
4. Whenever possible, schedule physical therapy during non-student contact time or before/after the employee's regular workday.
5. Continue recommended treatment unless there is a problem, in which case the employee is to contact Human Resources and Operations staff before seeking other medical services or treatment.

Employees with return-to-work information (Physician Visit Reports) will:

1. Submit the doctor's statement to their immediate supervisor/administrator/designee immediately following their visit to the clinic doctor.
2. Immediately notify their immediate supervisor/administrator/designee to advise them of any work restrictions, if applicable.

Employees unable to return to work will:

1. Immediately notify their immediate supervisor/administrator/designee and submit the doctor's statement that puts them off work.
2. Continue to advise their immediate supervisor/administrator/designee of their status and provide them with updated doctor statements immediately after each return visit to the clinic or doctor.

Immediate Supervisor/Administrator/Designee will:

1. Initial and date all doctor statements and Physician Visit Reports to acknowledge receipt.
2. Notify Human Resources and Operations staff via email when work restrictions have been indicated (Administrative Guideline 3122).
3. Forward all originals immediately to Human Resources and Operations to avoid any delay in processing with district insurance carriers.
4. Immediately notify Human Resources and Operations when an employee is placed off work. Fax the statement to Human Resources and Operations and forward the original through interoffice mail.
5. Continue to keep Human Resources and Operations staff advised (via email) of the employee's work status.

Appendix E

**Memorandum of Understanding
Between the
Genesee Intermediate Education Association
And the
Genesee Intermediate School District Board of Education**

Insurance Protection

August 11, 2005

On May 6, 2005, the Genesee Intermediate School District Board of Education was notified by MESSA that since the federal legislation requiring employers to allow an HMO option for employees had been repealed, a MESSA product would not co-exist with HMOs in the future. Provisions were made to allow pre-existing HMOs to exist in current master agreements; however, MESSA's long-term plan was to eliminate all situations where a MESSA product would co-exist with HMOs. (Attachment 1)

The GIEA/Board Finance Committee and the GIESPA/Board Finance Committee scheduled a joint meeting on June 9, 2005 with MESSA representatives to discuss the intent and meaning of the May 6, 2005 letter and to review the potential impact on employees who were currently enrolled in an HMO. As a result of that meeting, a list of HMO plans currently offered to all employees in the district and the number of employees enrolled by insurance plan was sent to MESSA for their review. (Attachment 2)

On June 24, 2005 the Board received a follow-up letter from MESSA; and MESSA indicated that they would allow an exception to their underwriting policy on the co-existence of a MESSA product with HMOs. This exception applies to teachers, support staff, transportation employees, administrators and supervisory staff in the Genesee Intermediate School District. MESSA would also allow the Association and the Board to change options for existing HMOs that are available for employees. (Attachment 3)

This Memorandum of Understanding is made to clarify that it is the intent of the Board and the Association to provide the employees with health insurance options that best meet the needs of the Board, the Association and the employees. The parties recognize the importance of the MESSA product for employees. The parties also recognize that they have a right to bargain health insurance benefits for employees. Some employees prefer a MESSA health insurance plan, and some employees prefer an HMO. The parties will work together to pursue legislation at the State and/or Federal level that provides that employers and unions have the right to negotiate, offer and make available traditional health insurance plans and HMO, PPO and POS plans. These plans will be available to employees through either a cafeteria plan or some other option provided under the terms of the master agreement so that the employees have a choice in selecting a plan that best fits their individual and family needs.

Should MESSA take a position during the 2000-2001 to 2008-2009 master agreement that prohibits the co-existence of HMO, PPO and POS plans with MESSA, the Board and the Association through the GIEA/Board Finance Committee will renegotiate health insurance coverage for employees. The Board and the Association will explore all options for providing employees with quality health insurance. These options will include the following:

- Exploring different MESSA insurance plans that allow for co-existence with HMO, PPO and POS plans, or
- Making available to the employees an insurance plan that is equal to or exceeds MESSA specifications and will co-exist with HMO, PPO and POS plans, or
- Having the Board become the policyholder and the parties bid health insurance, or
- Implementing some other option that the parties agree is in the best interest of the Association and the Board.

The parties recognize that State and/or Federal legislation may affect this Memorandum of Understanding and the rights of the Board and the Association to negotiate health insurance.

This memorandum is made with the understanding that the Board and the Association will continue to work together in a Win-Win format to resolve issues and problems that relate to Article XI, Insurance Protection, and any other problem or concern that is raised through the Contract Administration and Problem Solving Committee.

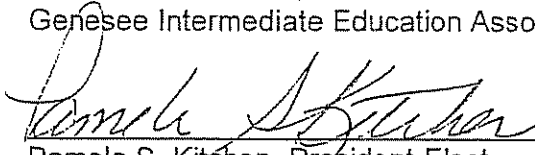
This Memorandum of Understanding was approved by the GIEA/Board Finance Committee on August 8, 2005 and by the Genesee Intermediate Education Association Contract Administration and Problem Solving Committee on August 11, 2005



Charles D. Richards, President
Genesee Intermediate Education Association

8/11/05

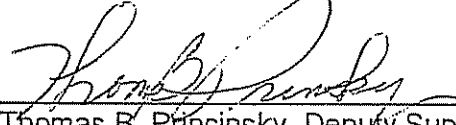
Date



Pamela S. Kitchen, President-Elect
Genesee Intermediate Education Association

8/11/06

Date



Thomas B. Princinsky, Deputy Superintendent
Human Resources and Operations

8/11/06

Date

TBP:dsm
Attachments

Genesee Intermediate School District
Business Services

Attachment 2

Subscribers

<u>Employee Group</u>	<u>MESSA</u>	<u>Health Plus/ Blue Care Network</u>	<u>Total</u>
Administrators/Supervisory	31	7	38
GIEA	134	17	151
GIESPA *	<u>132</u>	<u>149</u>	<u>281</u>
Totals	297	173	470
Percentage	63%	37%	

Percentage by Group

<u>Employee Group</u>	<u>MESSA</u>	<u>Health Plus/ Blue Care Network</u>
Administrators/Supervisory	82%	18%
GIEA	89%	11%
GIESPA	47%	53%

* Maximum allowable health board paid premium for transportation employees- \$4,600 for 2004-05 and \$6,050 for 2005-06. 93 transportation employees: 4 employees elected MESSA and 89 employees elected an HMO.

filename:Business\Insurance\Subscriber Information June 2005



May 6, 2005

Thomas B. Princinsky,
Deputy Superintendent

Charles D. Richards
President, Genesee Intermediate
Education Association

Brenda Maynard
President, Genesee Intermediate
Educational Support Personnel Association

2413 W. Maple Avenue
Flint, MI 48507-3493

Dear Mr. Princinsky:

I appreciate your taking the time to inquire about what MESSA's underwriting guidelines are regarding the co-existence with HMO. I especially appreciate your inquiry prior to the start of your bargaining.

Let me state from the outset that MESSA wants to do everything possible to allow you the opportunity to provide your members the health care benefits that most meets their needs. Along with meeting member needs, we must also make business decisions that will help ensure that MESSA remains a viable health care option in these days of sky rocketing health care costs. Our underwriting guidelines are drafted with both of these goals in mind.

We have a pre-existing HMO underwriting bulletin because at one time there was federal legislation requiring employers to allow an HMO option. That legislation has since been repealed. At that time, we needed a policy that would address the co-existence of HMOs with our products in those places where it existed at the time of the repeal of the legislation.

It is our policy that a MESSA product will not co-exist with an HMO. This would raise the possibility of "adverse selection". Adverse selection is a situation where one product is chosen over another because that product provides the best coverage for those who would access the benefits the most. Therefore there would be an undue burden on that product for providing a significant part of the health benefits given which in turn could dramatically affect the premium rates for that product. As in the case of your contracts, employees are "enticed" to take the less costly HMO option by a monthly cash payment. Potentially, the members who use health care the most will take the MESSA product and others the lesser products.

Thomas B. Princinsky
Charles D. Richards
Brenda Maynard
May 6, 2005
Page 2

The pre-existing HMO underwriting bulletin permits for the continued co-existence of an HMO with a MESSA product under two conditions: 1) the HMO remains a true HMO, and, 2) subject to the product choice underwriting guidelines. The product choice guidelines allow a pre-existing HMO to co-exist with a "traditional" MESSA medical plan. The traditional MESSA plans are the Super Care and Super Med plans. Therefore, MESSA Choices or Tri-Med can not co-exist with an HMO.

Over time it is the intent of our underwriting guidelines to eliminate all situations where a MESSA product co-exists with an HMO. We have considered other arrangements that take significant steps in this direction. For example, in a contract where there was an HMO co-existing with a traditional MESSA product, we have allowed the co-existence of the HMO with MESSA Choices and MESSA Tri-med where members choosing the HMO were allowed to maintain that coverage or select a MESSA product but no other employee could select the HMO option.

Once again, I appreciate the opportunity to clarify MESSA's underwriting guidelines and assure that we will do the most we can to assist you in providing the best health benefits to your members.

Sincerely,



Jim Ponscheck
Director of Field Services

Cc: L. Battaglieri, MEA President
C. Irwin, Executive Director
J. Thomas, Central Zone Director
S. Tyrna, MESSA Field Representative
B. Bouknight, Uniserv Director



June 24, 2005

Thomas B. Princinsky,
Deputy Superintendent

Charles D. Richards
President, Genesee Intermediate
Education Association

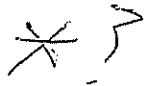
Brenda Maynard
President, Genesee Intermediate Educational
Support Personnel Association

2413 W. Maple Avenue
Flint, MI 48507-3493

Dear Mr. Princinsky:

This letter is in response to your request that I reduce to writing the MESSA's parameters for the co-existence of a MESSA product and an HMO in the Genesee Intermediate School District. Following is a summary of our discussion on these parameters resulting from our conference call on June 9, 2005.

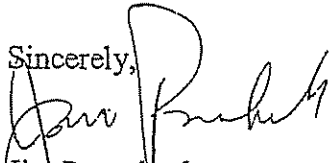
The following exception to our underwriting policy on the co-existence of a MESSA product with an HMO applies to teachers, support staff, transportation employees, administrators, and supervisory staff in the Genesee Intermediate School District.

Currently the GISD employees listed above have a choice of MESSA Super Care 1, Blue Care Network, Health Plus of Michigan, or a cash payment (excluding transportation). Your request is to change the MESSA product from Super Care 1 to MESSA Choices II and maintain the co-existence with the current HMO options. As we discussed during the conference call, MESSA will allow this exception to our underwriting policy on co-existence with HMO, subject to review at the end of next contract. 

Your current list of HMO options has been allowed as an exception since at one time federal legislation allowing an employer to offer an HMO option along with other health benefit options. That legislation has since been repealed, and MESSA has allowed those HMOs in existence at the time of the repeal to continue, unless a change was made in the options. Though you're making a change in your options, MESSA will allow the exception.

Once again, I appreciated the time to speak with you regarding this issue. I do regret that I was not aware that you had other issues that you wanted to discuss with me and that did to happen. If you would like to schedule a meeting to finish your agenda, please contact me.

Sincerely,



Jim Ponscheck
Director of Field Services

Cc: S. Tyma, MESSA Field Representative
B. Bouknight, Uniserv Director



Appendix F
Memorandum of Understanding
Between the
Genesee Intermediate Education Association
And the
Genesee Intermediate School District Board of Education

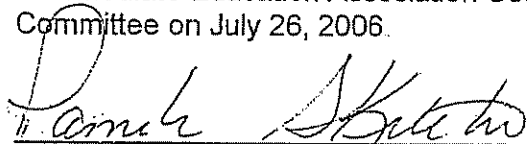
Meals/Beverages at Meetings
July 26, 2006

School funds may be expended on food and/or beverages for activities only when there is clear "public purpose". In collective bargaining agreements, there is a need for reference to the purpose for any food and/or beverages being provided by the Board for employees at various activities. Activities may include beginning-of-school-year/end-of-school-year meetings and instructional-related staff development.


Following a review by the Contract Administration and Problem Solving Committee on July 26, 2006, the parties agree to the following:

1. The Board may provide coffee, tea and water for staff during designated hours during the workday to enhance the work environment and increase productivity.
2. The Board agrees to provide coffee, tea, water and meals for staff at beginning-of-school-year/end-of-school-year meetings. Staff will attend these functions unless excused by their immediate supervisor.
3. The Board may provide coffee, tea and water for assigned staff development training and school improvement activities where goals support the GISD *Teaching, Learning and Service Plan*. If these meetings are held during traditional meal times and staff are not given adequate time to have a meal on their own, the Board may provide an appropriate meal.

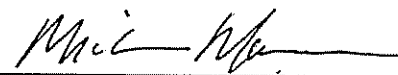
This memorandum of understanding was reviewed and approved by the Genesee Intermediate Education Association Contract and Administration and Problem Solving Committee on July 26, 2006.




Pamela S. Kitchen, President
Genesee Intermediate Education Association



Date



Michael R. Moorman, Deputy Superintendent
Human Resources and Operations



Date

MRM:dsm 7-26-06

Memorandum of Understanding
Between the
Genesee Intermediate Education Association
And the
Genesee Intermediate School District Board of Education

Alignment of Sick and Personal Business to the Workday
May 17, 2007

On April 17, 2007, a subcommittee of the Contract Administration and Problem Solving Committee (CAPSC) presented a report to CAPSC addressing the following problem statement: **The contract does not provide for the prorating of sick and personal business time for extended schedules.** The subcommittee included Jan Russell, assistant superintendent; Pam Kitchen, GIEA president; Ruth Rosenberger, school social worker; Dr. Mary Lavengood, assistant superintendent; Barb Whitman, teacher consultant; Mike Moorman, deputy superintendent; and Cindy McCain, executive director for finance. The issue was brought to CAPSC as a result of the change in workday in the 2006-2007 calendars for Day Treatment classrooms operated in the local districts. The workday for staff in these classrooms is 7.5 hours per day instead of the customary 7.0 hours per day. The following summary of the payroll and attendance procedures for classroom employees describes the basis for the problem statement.

- ✓ Article VII, Employee Hours and Calendar, allows that full-time employees work 35 hours per week and a minimum of 185 workdays. A teacher's contract is calculated and projected for the entire year. Example:
 - Teacher A is employed for 185 days, 7.0 hours per day, at BA/Step 1: \$37,578; pay is divided over 21 or 26 pays
 - Teacher B is employed for 185 days in a classroom requiring an additional .5 hour per day at BA/Step 1 and paid in accordance with Article VII, Section D.1. Calculated contract is 185 days x 7.5 hours = 1,387.5 hours x \$29.02 hourly = \$40,265.25; pay is divided over 21 or 26 pays.

- ✓ Sick time was posted in accordance with Article X, Absences and Leaves, at the beginning of the contract year for both Teacher A and Teacher B at 13 days leave allowance (13 x 7.0 = 91.0 hours) with three (3) of the days (3 x 7.0 = 21.0 hours) posted for personal business use.

- ✓ Attendance is recorded for Teacher A at 7.0 hours per day and for Teacher B at 7.5 hours per day.
 - When Teacher A is absent a full day, sick time is charged at 7.0 hours.
When Teacher B is absent a full day, sick time is charged at 7.5 hours.
 - When Teacher A is absent 3.5 hours, sick time is charged at 3.5 hours, at work 3.5 hours.
When Teacher B is absent 3.5 hours, sick time is charged at 3.5 hours, at work 4.0 hours.

The subcommittee recommends that sick and personal business time be aligned with the actual length of the workday in specific situations with the following conditions:

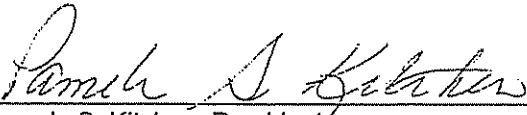
1. As per the contract, there would be an agreed calendar in place at the start of the year/beginning of the program.
2. This memorandum applies only to annual calendars, not temporary changes in schedules.
3. Alignment applies only to the hours per day, not extended days in a calendar. No teacher will have more than 13 days leave allowance posted for the year. Teacher A in a 7.0-hour workday has 70.0 hours sick time and 21.0 hours personal business time posted (13 days total). Teacher B in a 7.5-hour workday has 75.0 hours sick time and 22.5 hours personal business time posted (13 days total).

4. The alignment of the day applies to sick time, personal business time, time taken without pay, benefits reductions, long-term disability and other payroll calculations.

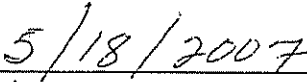
The subcommittee further recommends that this memorandum of understanding include the agreement that the CAPSC process will be used to assess other unique situations involving extended schedules.

Agreement on the concept of this memorandum of understanding was reached on April 17, 2007.

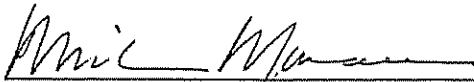
This memorandum of understanding was reviewed and approved by the Genesee Intermediate Education Association Contract Administration and Problem Solving Committee after the meeting on May 14, 2007. It was also agreed that Day Treatment employees impacted by misalignment of sick and personal business time with their workday in the 2006-2007 calendar shall have their sick and personal business time adjusted in accordance with this memorandum of understanding prior to the last pay in June 2007.



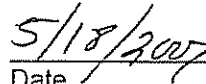
Pamela S. Kitchen, President
Genesee Intermediate Education Association



Date



Michael R. Moorman, Deputy Superintendent
Human Resources and Operations



Date

MRM:dsm 5-17-07

Appendix H

Memorandum of Understanding
With the
Genesee Intermediate School District Board of Education,
Genesee Intermediate Education Association
And the
Genesee Intermediate Educational Support Personnel Association

Summer Work Schedule

April 19, 2010

On March 12, 2009 a joint subcommittee of the GIEA and GIESPA Contract Administration and Problem Solving Committees (CAPSC) met to review and discuss the following problem statement:

The 2008 Pilot Summer Work Schedule must be modified to minimize the impact on district services and those staff providing services.

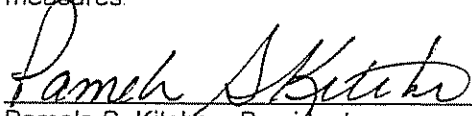
Survey results, utility costs, vacation and attendance data, and other information was reviewed. It was determined that continuing the four-day week during the summer months would save the district substantial energy costs and that a shift in hours would increase productivity. Under this agreement many employees could enjoy the savings on the cost of transportation to and from work, plus meals and child care on those days, while the district would have the capacity to provide key services without interruption on Fridays. The final recommendation of the subcommittee was to continue the program where possible with some modifications. The end result is a four-day work week for employees in all facilities, except in cases where key services are required.

Under this agreement it is understood that:

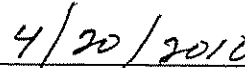
1. The Superintendent will determine the dates of the summer work schedule and notify staff in writing by April 30 each year.
2. Employees regularly scheduled to work Monday through Friday will work the compressed four-day summer schedule. Business hours for the public are 7:00 a.m. to 5:00 p.m., Monday through Thursday.
3. During the summer work schedule, all facilities, including the Davis Education Center, are closed to the public on Fridays. The Davis Education Center, however, will be open on Fridays during the four-day summer schedule only to accommodate Davis Education Center staff required to work as part of their assigned duties with approval of their supervisor, and in accordance with applicable contract language.
4. The Independence Day work week schedule will be adjusted so employees can take advantage of holiday pay, if applicable, in accordance with contract language.
5. The four-day work week summer schedule does not apply to classroom staff (teachers and para-educators) and ancillary staff at MCIC, Transition Center, EKLC Summer Recreation, ECPS Summer Enrichment, and office staff at the Transition Center.
6. The four-day work week summer schedule for all employees will be in effect as follows:
 - a. GIEA employees currently working a 7.0-hour day on the regular schedule who have summer days in their calendar will work from 7:00 a.m. to 4:45 p.m., Monday through Thursday.
 - b. GIESPA employees currently working a 7.5-hour day on the regular schedule will work from 7:00 a.m. to 5:30 p.m., Monday, Tuesday, and Wednesday, and from 7:00 a.m. to 5:00 p.m. on Thursday.
 - c. GIESPA head custodians, custodians, and transportation employees currently working an 8.0-hour day on the regular schedule will work a 10.0-hour day, Monday through Thursday, as approved by their program administrator.

7. Work schedules will continue to follow the regular school day with respect to a one-hour lunch and contractually scheduled breaks, if appropriate. Lunch hours may be reduced to one-half hour by approval of the department head. The lunch break should not be taken at the end of the workday.
8. When necessary, an employee may request a change in schedule in accordance with district procedures and the approval of the department director, who will ensure that all workstations are covered.
9. The District and the Unions recognize that during the summer schedule an employee using accrued sick, vacation, or personal business time will use said time in amounts equal to their summer daily work schedule:
 - a. GIEA 7.0-hour regular workday = 8.0 hours, 45 minutes, Monday through Thursday, for a total of 35.0 hours
 - b. GIESPA 7.5-hour regular workday = 9.0 hours, 30 minutes, Monday through Wednesday, plus 9.0 hours on Thursday for a total of 37.5 hours.
 - c. GIESPA 8.0-hour regular workday = 10.0 hours, Monday through Thursday, for a total of 40.0 hours.
10. The District and GIESPA recognize that language under Article XX, Section C, will apply during the summer schedule. GIESPA employees who work time in excess of their summer schedule workday will be paid overtime at time and one-half. Contract language under Section C regarding compensatory time and flex time also applies.
11. Employees in certain departments may be required to work on Fridays depending on workload, type of service, and demand for services. When this occurs, all applicable contract language applies.
12. Barring unforeseen circumstances, this agreement will be in place indefinitely.

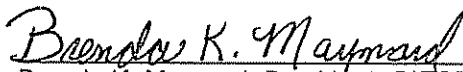
This memorandum is made with the understanding that the District and the Unions will continue to work together in a Win-Win format to resolve any issues and problems that arise as a result of transitioning to the four-day work week summer schedule, as well as other energy cost savings measures.



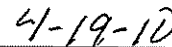
Pamela S. Kitchen, President
Genesee Intermediate Education Association



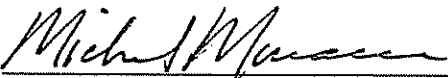
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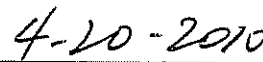
Brenda K. Maynard, President, GIESPA
Genesee Intermediate Educational Support Personnel Association



Date



Michael R. Moorman, Deputy Superintendent



Date

MRM:dsm
4-19-10

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