

**Menominee County Intermediate School District
Board of Education**

And

**Menominee County Intermediate School District
Education Association**

Master Agreement

July 1, 2019 - June 30, 2022

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This Agreement entered into this 1st day of July 2019, by and between the Menominee County Intermediate School District Education Association, a voluntary organization, hereinafter called the “Association” and the Michigan Education Association, hereinafter called the “MEA”, affiliates of the National Education Association, hereinafter called the “NEA”, and the Board of Education of the Menominee County Intermediate School District, hereinafter called the “Board.” The signatories shall be the sole parties to this Agreement. Pursuant to the requirements of section 15(7) of the Public Employment Relations Act (PERA), MCL 423.215(7), and Public Act 436 of 2012, an emergency manager appointed under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, may reject, modify, or terminate this collective bargaining agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575.

WITNESSETH

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

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

ARTICLE 1

RECOGNITION

A. Recognition Provision: The Menominee County Intermediate School District Board of Education hereby recognizes the Association as the exclusive bargaining representative, as defined in section 1 of PERA, MCL 423.201(1)(a), for all full-time and part-time professional personnel (Minimum of a Bachelor’s Degree aligned and specific to his/her position) employed by the Menominee County Intermediate School District, but excluding substitute, per diem, and hourly employees, supervisors, administrators, superintendent, literacy coach (and similar as such), contracted employees, solely grant-funded; and all other employees whose positions require them to work beyond the regular school year.

B. Definition of “Association”: The term “Association” when used in this agreement shall refer to the Menominee County Intermediate School District Education Association.

C. Employees in Unit: The terms “Menominee County Intermediate School District Education Association” or “bargaining unit members” when used in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit under contract with the Menominee County Intermediate School District.

D. Definition of “Board”: The term “Board” shall include its officers, members, or delegated agents.

E. No Negotiations: The Board agrees not to negotiate with organizations or individuals other than those designated as the representative pursuant to PERA the duration of this Agreement.

F. Rights Under Law: Nothing contained herein shall be construed to deny or restrict any employee or the Board rights either may have under the Michigan General School Laws.

ARTICLE 2

EXTENT OF AGREEMENT

A. Amendments in Writing: This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

B. Individual Contracts: Any individual contract between the Board and an individual professional staff member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Conflict with Law: 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 provisions or application shall not be deemed valid and enforceable except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Teacher Requirements: The parties agree that all teachers be and remain fully certified, licensed, approved and otherwise qualified to perform the functions assigned pursuant to and in conformance with the provisions of the Michigan Revised School Code, the Administrative Code, and other applicable statutes or regulations pertinent to the work performed.

ARTICLE 3

CONTINUITY OF OPERATIONS

A. Uninterrupted Operation: Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. In compliance with controlling law, the Association shall not directly or indirectly engage in or assist in any strike, as said term is defined in section 1 of PERA, MCL 423.201(1)(j).

B. Inclement Weather: Nothing in this article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God. Bargaining unit members working in one school district will follow the school closing(s) of that local district. All other employees will select and submit for administrator approval the local district they will follow for school closings. For multi-district employees, in the event of an unusual or lengthy district closing, alternate arrangements can be made with Administrative approval. When state requirements necessitate making up days, employees will follow the make-up schedule of their selected district. An employee may request to make up the snow day(s) different from the local school make-up schedule by obtaining approval from the immediate supervisor. Final approval rests with Administration. Days/hours of instruction will be made up in compliance with current state law.

C. Inability to Reach Work: When schools are open and bargaining unit members are unable to report to work because of severe inclement weather or an act of God or their health and safety are threatened by attempting to report, these bargaining unit members may, in half-day or full day increments, use personal leave, previously earned comp time, or with Administrative approval, reschedule.

D. Use of Non-Bargaining Unit Members: The employer agrees that non-bargaining unit members shall not be used to displace bargaining unit members except in emergencies or as permitted by PERA. Emergencies shall be considered to include accidents, illness, and leave time.

ARTICLE 4

ASSOCIATION RIGHTS

A. Board Policies: The Association agrees to Board of Education written policies and procedures not inconsistent with the terms of this Agreement.

B. School Facilities: The Board agrees to permit the Association and its members to use school facilities for meetings upon approval of the superintendent or building administrator as long as such meetings do not interfere with regularly or previously scheduled school approved activities. Such use of the buildings shall be without charge on regular school days, provided however, that the Board reserves the right to charge a fee for such facility use if the school incurs an additional cost. Said use may not violate the Campaign Finance Act.

C. Non-interference with School Operations: Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations. Such representative shall notify the school of his/her presence and shall comply with all applicable policies and procedures (e.g. visitors).

D. Ancillary Services: Typing, calculating, duplicating and audio-visual equipment will be made available to the Association for the purpose of producing notices, announcements, and other such items of an official and professional nature. Duties would include the use of the

computers, Internet, and copy machine. Duties would be performed after the work day has ended by the Association President. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any breakdowns or damage occurring due to Association misuse.

E. Right to Organize for Collective Bargaining: Pursuant to PERA, the Board hereby agrees that every employee shall have the right to (1) freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for their mutual aid and protection; (2) to refrain or resign from membership in, voluntary affiliation with, or voluntary financial support of the Association; and (3) to pay or not pay any dues, fees, assessments, or other charges or expenses of any kind or amount, or to provide anything of value to the Association . The school district undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teachers in the employment of any rights conferred by PERA, or other laws of Michigan or the Constitution of Michigan and the United States: that it will not discriminate against any teacher with respect to hours, wages, or any terms or collective professional negotiations with the school district or his/her institution of any grievance, complaint, or proceeding under this agreement, or otherwise with respect to any terms or conditions of employment.

F. Residency: There shall be no residency requirement as a condition of employment.

G. Personnel File: A bargaining unit member shall have the right to review the contents of his/her personnel file, except to the extent prohibited by law, and to have an Association representative present at the bargaining unit member's request, during such review. When a bargaining unit member is requested to sign an acknowledgement of receipt of material placed in the file, such signature shall be understood to indicate his/her awareness of the material, but shall not be interpreted to mean agreement with the content of the material. No material shall be placed in the employee's personnel file unless it shall first have been brought to the employee's attention.

H. Discipline: Except for bargaining unit members subject to the Michigan Teachers Tenure Act, (1) no bargaining unit member shall be disciplined without just cause; and (2) a

bargaining unit member shall be entitled to have present a representative of the Association during any meeting involving disciplinary action.

I. Program Visitation: When parents or visitors known by past occurrences as having been detrimental to the educational environment enter the premises of any program operated by the ISD, they shall first be required to contact the appropriate administrative offices to get permission for any anticipated classroom visit(s). The employee will be given at least one (1) hour advance notice of any such visit. All such visits shall be limited to the equivalent of a class period or one hour. Administrators for such problematic parents/visitors or at the employee's request, may be present during such visit(s). Nothing in this section is intended nor shall be construed to conflict with applicable law, including section 10 (parental rights) or section 1137 (powers of parents/legal guardians) of the Revised School Code, MCL 380.10 and 380.1137.

J. Previous Experience Credit: The District may credit new employees from the date of hire with up to nineteen (19) years (placed on up to and including Step 19) on the salary schedule for Pre-K-12, ISD, Special education teaching experience, and/or clinical or job related experience. It is understood that years of experience may only be granted for actual documented experience obtained while holding a bachelor's degree or higher. A copy of the contract given to new employees will be furnished to the Association President upon request.

K. Discrimination: Bargaining unit members shall be entitled to full rights of citizenship and no lawful political or religious activities of any bargaining unit member shall be grounds for any discipline or discrimination with respect to employment.

L. Payroll: Payroll checks will be issued bi-weekly on Thursday on a twenty-one (21) or twenty-six (26) pay schedule.

M. Teacher-Aide Relations: When possible, the bargaining unit member teaching in the room with the aide will participate in the interview process of prospective aides. This will occur on the teacher's own time or on work time as arranged by the supervisor, however it is understood there will be no additional compensation.

N. Personal Safety: The parties agree that no employee will be required to work under unsafe or hazardous conditions that can be addressed within governing rules, laws, and guidelines.

ARTICLE 5

BOARD RIGHTS AND RESPONSIBILITIES

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves **unto** itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- A.** To the exclusive management and control of the school system, its property, facilities, operations and affairs.
- B.** To hire all employees; subject to the provisions of law, to determine their qualifications, conditions of employment, dismissal, suspension, or layoff; to determine the number and scheduling, including business or school hours or days, of all employees, to promote or transfer all employees; to determine the size of the working force; to assign duties to, and to direct, all employees; and to assign locations to all employees.
- C.** To establish grades and courses of instruction, including special programs, to determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto; and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board, and to determine responsibilities and assignments of teachers and other employees with respect thereto.
- D.** To decide upon the means and methods of instruction, selection of text books and other teaching materials, and the use of teaching aides of every kind and nature, provided the bargaining unit member(s) concerned have been given the opportunity to provide input.
- E.** To determine services, supplies, and equipment; to determine all methods and means of distributing, disseminating, or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and

duties; and to determine any changes in all of the preceding, including innovative programs and practices.

F. To determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments or divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

G. To determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the school system and its programs.

H. To determine the size of the management organizations, its functions, authority, amount of supervision and table of organization; and to determine those individuals who will occupy supervisory positions.

I. To make and change rules and regulations not inconsistent with the terms hereof.

J. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the United States and the State of Michigan.

ARTICLE 6

SCHOOL CALENDAR

The school calendar for all bargaining unit members shall be based on 183 contract days at seven (7) hours per day with a thirty (30) minute duty free lunch for a total of 1189.5 work hours. Each employee's actual day length will be calculated based on the 1189.5 hours divided by the number of teacher days in the calendar as approved by the supervisor. For any teacher who must supervise students during lunch, an alternate thirty (30) minute duty

free period will be provided or the employee's day length will be reduced accordingly. The classroom teacher and his/her supervisor will mutually develop the schedule when a duty free lunch is not feasible.

Due to the diversity of assignments and areas of major responsibility of the bargaining unit members employed by this Board, the parties agree that no single calendar will be adopted to apply to all bargaining unit members; instead, the following shall control calendars of bargaining unit members:

- a) Bargaining unit members assigned to a single district will follow the calendar of the district in which they work.
- b) All other bargaining unit members will prepare a calendar subject to administrator approval within five working days following their first day of work for the year.
- c) Employees will submit their calendars to their supervisor utilizing the school calendar form (Appendix C- Employee Calendar) mutually agreed upon by the Administration and the Association.
- d) It is understood that calendars must have employees present when students are in attendance in the districts in which they work. Employee work days when students are not present will be scheduled with administrative approval.
- e) Approved calendar(s) may be changed during the year with administrative approval.
- f) When it becomes necessary to reschedule workdays in order to fulfill the state requirements for full funding under pupil accounting guidelines, the first priority is to reschedule days when students are present in the local districts, and if this is not possible, to schedule days when the ISD office is open for business and not on weekends or during holidays/vacations. (See Article 3 B Inclement Weather)

ARTICLE 7

GRIEVANCE PROCEDURE

A. A. Definition of Grievance: A grievance is defined as an alleged violation of a specific and express section or subsection of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work on account of such difference, but the grievance shall be submitted to the following grievance procedure. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

1. Failure to re-employ any probationary teacher
2. Failure to employ or re-employ any teacher to a position
3. Any matter within the jurisdiction of a state or federal agency

B. Presentation of Grievance: An individual employee shall have the right at any time to present his or her own grievance to the ISD and to have the grievance fully adjusted without the intervention of the Association or its representatives, as long as the adjustment is not inconsistent with a specific express provision of this Agreement, and the bargaining representative has been given the opportunity to be present at such adjustment.

- (1) The Board hereby designates the special education supervisor to act as its representative at Level One and the superintendent to act as its representative at Level Two, as hereinafter described.
- (2) Written grievances as required herein shall contain the following:
 - (a) The dates of the Level One oral grievance and the Level One special education supervisor's response;
 - (b) The signature(s) of the grievant(s);
 - (c) A brief but specific description of the conduct that allegedly constitutes a violation of this Agreement;
 - (d) Citation to the specific section(s) or subsection(s) of the Agreement alleged to have been violated;
 - (e) The date of the alleged violation; and
 - (f) The relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- (3) The term "days" as used herein shall mean bargaining unit member work days. In the event grievances are not settled by the end of the school year, the time limits shall continue with each subsequent Monday through Friday on which the Central Office is open being considered as a teacher work day.

The occurrence of an alleged violation as used herein means the date of the alleged violation; or, in cases where a bargaining unit member or the Association receives prior

notification of an action that may constitute a violation of this Agreement, the date of such notification.

Step One: Within ten (10) working days after the time a grievance occurs, the Association or employee, will present the employee's grievance orally to the special education supervisor.

Within ten (10) working days after presentation of the grievance, the special education supervisor shall give his or her answer orally to the employee or Association representative.

A receipt of the date of the oral discussion will be signed by the grievant and special education supervisor for purposes of recording the date of the conference.

Step Two: If the grievance is not resolved in Step One, the employee or Association may reduce the employee's grievance to writing, and present the grievance to the Superintendent or his or her designee for his or her written answer.

The written grievance must be filed within seven (7) working days after the date of the supervisor's oral answer in Step One, but in no event later than fourteen (14) working days from presentation of the grievance to the supervisor at Step one, shall state the date on which the alleged grievance arose, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Association with respect to these provisions, shall indicate the relief requested, and shall be signed and dated by the employee(s) and/or Association representative. The Superintendent or his or her designee shall give the employee and Association Representative an answer, in writing, no later than ten (10) working days after receipt of the written grievance.

Step Three: If the bargaining unit member or the Association is not satisfied with the disposition of the grievance at Step Two, the Association Grievance Chairperson or his or her designee may, within five (5) working days after either issuance of the answer in Step Two, or expiration of the response period with no disposition, appeal the grievance to a committee appointed by the Board of Education by filing a written grievance, along with the decision of the Superintendent, with the Secretary of the Board.

The appeal shall be in writing and shall be signed by the Association chairperson or his/her designee.

The Board or its designated representative shall, not later than the next regularly scheduled meeting or three (3) calendar weeks, whichever is later hold a hearing on the grievance. The hearing may be held before the full Board or a committee of the Board. The Board or its committee shall render a decision in writing within seven (7) working days after concluding the hearing on appeal.

Step Four: If the Association is not satisfied with the disposition of the grievance at Step Four, and if the grievance involves an alleged violation of a specific section or subsection of this Agreement, the Association may, within twenty (20) working days after the receipt of the Board's (or its committee's) written decision in, submit the grievance to arbitration by mailing a Demand for Arbitration, return receipt requested, with a copy to the ISD, to the American Arbitration Association.

The Demand for Arbitration shall contain a statement of the issues to be arbitrated, references to the specific section(s) or subsection(s) allegedly violated, and shall be signed by the Association Grievance Chairperson, or his/her designee. Neither the Association nor the grievant(s) may raise new grounds for a grievance at Level Four not previously disclosed to the ISD.

If the parties cannot agree upon an Arbitrator, the Arbitrator shall be selected in accordance with the rules of the American Arbitration Association governing labor disputes. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for a AAA filing fees and representation, including attorney's fees.

Powers of the Arbitrator: It shall be the function of the arbitrator, and he or she shall be empowered, except as his powers are limited below, to make a final decision based upon, and specifically limited to, whether the ISD has violated express article(s) and section(s) of this Agreement.

1. The Arbitrator will have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

2. The Arbitrator will have no power to rule on any of the following:

- a. The discipline, suspension, or the termination of services of, or failure to re-employ, any tenured or probationary teacher or any probationary employee.
- b. Employee evaluations by the principal or supervisor.
- c. Any matter, under this Agreement that is within the responsibility of the ISD to decide.
- d. Any matter subject to the procedures specified in the Teacher Tenure Act (Act 4 of Public Acts, Extra Session of 1936 of Michigan, as amended)
- e. Any matter that is a prohibited bargaining subject under PERA.

With regard to any of the items set forth in sub-section "a" through "e" above, the employee and/or Association may pursue whatever other legal remedies which are available after pursuing the matter through Step Three above.

3. The Arbitrator shall have no power to change or negate, disregard, alter, or modify any of the terms of this Agreement, or to substitute his/her judgment for the ISD with respect to, any practice, policy, or rule of the ISD not in violation of any express terms and conditions of this Agreement.

4. The Arbitrator shall have no power to impose conditions or obligations upon the ISD other than as expressed within this Agreement or to decide questions within the responsibility of management.

5. The Arbitrator shall have no power to hear any grievance previously barred from the scope of the grievance procedures; to interpret state or federal law except where necessary to determine whether a dispute is arbitrable; or to interpret the terms of an insurance policy or

contract or to require the Board to provide coverage or benefits in addition to those provided by an insurance policy or contract.

6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

7. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding upon the Association, its members, the employee or employees involved, and the Board.

Grievance Not Timely Advanced: Any grievance not filed or not advanced to the next step by the employee and/or Association within the time limit provided for that step, shall be deemed abandoned. Failure of the employer to respond or advance the grievance within the appropriate time limits at any step of the grievance shall cause the grievance to be advanced to the next step in the grievance process; provided that nothing contained in this Agreement shall be construed to automatically advance a grievance to arbitration. Time limits may be mutually extended by the ISD and the Association in writing if a written extension is executed by the parties; then the new date shall apply.

No Back Wages Prior to Step One Presentation: The ISD shall not be authorized to order back wages prior to the date the oral grievance was presented in Step One.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he/she may have received from any source during the period of back pay.

2. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designated as the representative grievance by mutual written agreement by the parties.

Expiration of Contract: Notwithstanding the expiration of this Agreement, any claim or grievance arising prior to expiration may be processed through the grievance procedure until resolution.

Agreement Binding On All Parties: Any agreement reached between the ISD and the Association is binding on all employees affected and cannot be changed by any individual.

No Processing During Instructional or Preparation Time: Grievances arising under this Section shall not be processed during instructional or preparation time.

ARTICLE 8

REDUCTION OF STAFF

A. General Layoff: Except for teachers as defined in section 1 of article I of 1937 (Ex Sess) PA4, MCL 38.71 (Michigan Teachers Tenure Act), should substantial and unforeseen changes in student population (general and special education), or other conditions make necessary a general reduction in the number of bargaining unit members employed by the Board, the Board will retain, as nearly as possible, those unit members certified for the position by the State of Michigan having the most seniority in the Association. The Board and Association shall meet and attempt to mutually agree upon a layoff plan. In the event no agreement can be reached and a general cutback or reduction of non-teacher bargaining unit members is to occur, the least senior non-teacher bargaining unit member in the specific position being reduced or eliminated shall be laid off first. In the event of low classroom enrollment that could result in a mid-year layoff of non-teacher bargaining unit members, a similar meeting will be held.

B. Seniority: Except for teachers as defined in section 1 of article I of 1937 (Ex Sess) PA4, MCL 38.71 (Michigan Teachers Tenure Act), no later than thirty (30) days following ratification of this agreement, and by September 30th thereafter, the ISD shall prepare and post a seniority list, with a copy to be given to the Association president. Non-teaching bargaining unit members shall be ranked on the seniority list from the most senior to the least

senior. If a bargaining unit member does not object to his/her placement on the list within thirty (30) days of its posting, that list shall become final and irrefutable for the purpose of the Agreement.

Seniority shall be defined as the length of service within the bargaining unit as of the bargaining unit member's first day of work and shall consist of the number of contract days worked. One hundred eight-three (183) days or more shall equal one full year of seniority. If employment is less than full time, seniority shall accrue on a pro-rata basis (% of 1,189.5 hours). In addition to seniority, all benefits, not limited to, but including leave pay and fringe benefits will be prorated on the same basis as the employee's seniority calculation. In the circumstance of more than one bargaining unit member having the same certification and number of days worked, all such individuals so affected shall participate in a drawing, conducted by the Association at a time and in a place available for member attendance, to determine the affected bargaining unit members placement on the seniority list. The ISD shall be notified of the results in writing following the drawing. Members returning from leave or layoff shall be placed at the bottom of the list of members for their respective (year) position or place if that position or place already lists one or more employees.

Seniority shall be lost if a bargaining unit member resigns, retires, is discharged, or fails to respond to recall to a position to which that employee was originally hired or was working in at the time of layoff.

If a bargaining unit member becomes disabled, he/she shall continue to accrue seniority for not more than one (1) year or up until the disability is certified permanent, whichever is shorter, and shall upon return to work be reinstated with the level of seniority held prior to its discontinuance.

Seniority shall continue to accumulate for any bargaining unit member on paid leave of absence including sick leave. Military leaves, Adoption or Child Care leaves, or any unpaid leave shall not be considered a break in service to the district but seniority shall not accrue

during such leave(s). The bargaining unit member shall be placed on the seniority list upon his/her return to employment in the same manner as those returning from layoff.

C. Recall: Except for teachers as defined in section 1 of article I of 1937 (Ex Sess) PA4, MCL 38.71 (Michigan Teachers Tenure Act), any bargaining unit member on layoff shall be entitled to recall for up to five (5) years or the length of his/her seniority, whichever is less. The employee shall retain seniority and be reinstated to the seniority level and days held prior to such layoff upon his/her return to work. Laid off personnel shall be recalled in the reverse order of layoff and shall be given preference in hiring for any position which opens in the district for which they are certified and/or approved by the state.

The Board reserves the right to reinstate or add programs but not necessarily in the reverse order of termination.

Except for teachers as defined in section 1 of article I of 1937 (Ex Sess) PA4, MCL 38.71(Michigan Teachers Tenure Act) bargaining unit members on layoff shall file an up-to-date address form with the district on a yearly basis by July 1st and follow this process: These members shall be recalled by certified mail, return receipt requested. Such letter shall be sent to the bargaining unit member at his/her last known address filed with the ISD. If a recalled bargaining unit member does not notify the ISD in writing of their acceptance within thirty (30) calendar days, he/she shall lose all further rights of reinstatement and employment will terminate. A copy of all notices of recall shall be sent to the Association.

D. Procedure for Professional Staff Members Declared Surplus: Except for teachers as defined in section 1 of article I of 1937 (Ex Sess) PA4, MCL 38.71 (Michigan Teachers Tenure Act), once a bargaining unit member has been declared surplus, he/she shall be eligible within two (2) weeks to bump another bargaining unit member of lesser seniority providing he/she is certified and/or approved for the position held by the bargaining unit member with lesser seniority.

Bargaining unit members so affected shall have an additional two (2) weeks to accept or reject their reassignment.

A bargaining unit member that has been declared surplus by the elimination of programs and/or positions, and is certified and/or approved in more than one area, shall be eligible to bump only the person with the least seniority within those areas of certification and/or approval held by the bargaining unit member declared surplus. They shall not be eligible to bump a position within the ISD for which the state has not set certification standards for said position unless they are determined to be qualified for that position. Any senior person denied the right to bump under this language shall receive from the Superintendent or his agent the reasons for that denial in writing.

E. Special Provisions: Except for teachers as defined in section 1 of article I of 1937 (Ex Sess) PA4, MCL 38.71 (Michigan Teachers Tenure Act), Administrators shall not accrue seniority in the bargaining unit but shall be entitled to reinstatement of seniority held prior to becoming an administrator (or holding an administrative position) if the administrator is returned to active membership in the bargaining unit provided his/her employment in the district has been continuous.

If the district is considering pink slipping for an upcoming year, it hereby agrees to pink slip bargaining unit members other than teachers as defined in section 1 of article I of 1937 (Ex Sess) PA4, MCL 38.71 (Michigan Teachers Tenure Act) at least sixty (60) days prior to the end of the fiscal year (June 30th) preceding the year in which personnel are to be reduced. Bargaining unit members notified during the current year that they are to be laid off the following Fall shall be eligible for and receive all fringe benefits including health care coverage for which they are entitled through August of that year.

F. Unemployment During Summer: Bargaining unit members who receive unemployment compensation during summer months and who are subsequently recalled and suffer no loss

in salary will reimburse the school district the amount of unemployment paid through payroll deduction or direct payment.

ARTICLE 9

LEAVE DAYS

A. Personal Days: At the beginning of every school year each bargaining unit member shall be credited with three (3) personal business days, which are non-accumulative as personal business days, however unused personal days at the end of the school year will accrue to the member's sick leave bank. Personal days are not to be taken the first or last day of school. Personal leave for part-time employees will be pro-rated. Request for personal day shall be given at least twenty-four (24) hours in advance to allow for administration to obtain substitute staff, except in case of emergency. Personal days shall not be denied by supervisor, for any reason, if written request has been made at least 10 calendar days in advance.

B. Jury Duty: Any professional staff member called for jury duty during work hours for any reason or who is subpoenaed to testify during work hours on non-personal related issues in any judicial or administrative matter or who shall be asked to testify in any arbitration or fact-finding, shall be paid the difference between jury pay and his/her full salary for such time. Employees who appear in court for personal related issues must use personal leave or comp time.

C. Leave Days: Bargaining unit members wishing to take leave days may do so by:

1. Taking personal days;
2. Taking sick leave in as outlined in Article _"Illness and Disability", or
3. Taking unpaid leave with administrative approval.

In option two (2) and three (3), the decision of the administration will be final

D. Association Days: At the beginning of each school year, the Association shall have available two (2) days for members to attend conferences or meetings. These days shall be used at the discretion of the Association President. Notice shall be given forty-eight (48) hours prior to Association leave.

ARTICLE 10

LEAVES OF ABSENCE

A. Military Leave: An unpaid military leave of absence shall be granted to any bargaining unit member who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States in accordance with state or federal law. Upon return from such leave, a bargaining unit member shall be placed at the same position on the salary schedule as he would have been had he/she worked in the ISD during such period of military leave.

B. Sabbatical Leave: The Board may grant, subject to verification, an unpaid sabbatical leave for educational purposes only to a bargaining unit member. Application for a sabbatical leave shall be made in writing prior to the end of the school year preceding the sabbatical. This bargaining unit member shall retain seniority, and placement on the salary schedule upon returning to employment.

C. Unpaid Leave of Absence: An employee may request an unpaid leave of absence. Such request for a leave of absence may or may not be granted, subject to the discretion of the Board. This employee shall retain seniority, and placement on the salary schedule upon returning to employment

ARTICLE 11

TRAVEL AND MILEAGE

A. Travel Provisions: Due to the many special considerations that must be recognized within the framework of this Agreement, the Board and the Association have agreed on a "home base" designation for each bargaining unit member. "Home base" is defined as; the Intermediate School District office, the local school district an employee is assigned to full time, or the local school district an employee is assigned to work in each day.

If an employee's normal assignment is one district, mileage reimbursement will not be allowable except for school related travel between buildings in that district, or when required outside of that district.

Employees serving multiple districts and leaving from home, mileage may be claimed for travel between districts only, or between buildings within those districts.

Mileage reimbursement from home to the Intermediate School District office or from the office to home, when the school day begins or ends at the office, is not an allowable expense.

Mileage will be determined by the most direct route between destinations. The Board will reimburse each bargaining unit member for travel at the current IRS rate, subject to vehicle availability. If a local district closes for inclement weather while one or more remains open where a bargaining unit member performs service; and if said member must drive through the closed district's attendance area, the bargaining unit member may choose to drive his/her own vehicle and be paid the full IRS rate to reach that destination.

B. Conference Provisions: Attendance at one (1) conference per year relating to the bargaining unit member's job or field of study shall be paid for by the Board, subject to immediate supervisor approval, to include the current IRS mileage rate or the cost of travel if by public conveyance, conference/registration fees, if any, receipted costs for lodging and the IRS per diem rate for meals with reimbursement based on actual receipted costs on a daily (not meal by meal) basis. If the bargaining unit member does not end up attending the conference and if the ISD cannot recoup payments made on the member's behalf, the administration has the right to deny a subsequent conference request within the same school year. The above rates are to include gratuities which are not to exceed 20% of the cost of the meal. Alcoholic beverages are not reimbursable expenses. Lodging will be arranged in advance by administration.

In addition to the one (1) conference per year as described in letter B, bargaining unit members serving on a state or national board shall be able to attend his/her conference as part of his/her work

day. He/she will not be required to use any personal day(s) to attend this conference. If bargaining unit member has already attended their one allotted conference that year, he/she will be required to cover any costs at his/her expense.

ARTICLE 12

ILLNESS AND DISABILITY

A. Sick Leave: At the beginning of each school year, each bargaining unit member shall be credited with ten (10) days of sick leave, the unused portion of which shall accumulate from year to year to a maximum of one hundred fifty (150) days. Bargaining unit members hired after July 1, 2017 shall accumulate unused sick days up to ninety (90) days. Sick leave for part-time employees will be pro-rated. The Board shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth their total sick leave credit. Bargaining unit members with sick days in excess of one hundred-fifty (150) at the end of the year (Bargaining unit members hired after July 1, 2017 with excess of ninety (90) sick days at the end of the year...) will be compensated at the rate of sixty (\$60) dollars per day. The leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

1. Personal Illness or Disability: The bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from which shall be treated on the same terms and conditions involving commencement and duration of leave, accrual of seniority, reinstatement, continuance within the insurance program, etc.

2. Family leave: Days of sick leave may be used for accidents or illness in the bargaining unit member's immediate family or for making arrangements for medical or nursing care for a member of his/her immediate family. Immediate family will consist of spouse, parent including step-parent, spouse's parent, children including spouse's children, significant other, or any other individual residing

in the employee's household. The administration may approve the use of sick leave for illness or accidents for the employee's sibling(s) when no other practical alternatives are available.

B. Death in Immediate Family: The professional staff member may take a maximum of four (4) additional paid leave days per death as needed for bereavement, attendance at funerals and business needs as related to the death. Immediate family shall be interpreted as spouse, significant other, parent (including spouse's parents), step-parent, brother, sister, children (including spouse's children), grandchildren, father-and mother-in-law, grandparents, brother-in-law, sister-in-law, niece and nephew.

If additional funeral days are needed, personal leave days, if available, are to be used. If further days are necessary, days may then be used from the employee's sick leave bank upon administrative approval.

C. Leave of Absence: A bargaining unit member who is unable to perform because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, at the Board's discretion. The employer shall continue to provide the following benefits up to one year: health (subject to P.A. 152 in regard to the employee's contribution for health insurance as other employees in regard to the statutory cap); dental, vision, and life at the same levels as active employees for the duration of said leave for the employee and other eligible dependents as outlined in the insurance plan. The leave may be renewed each year upon written request by the professional staff member, again at the Board's discretion, however, without any Board provided insurance benefits after the first year. In the event the employee qualifies for LTD and the health insurance cost is waived for twenty-four (24) months, the employer shall not be liable for the cost of health insurance during the time the employee is on LTD.

D. Injury on Job: For absence due to work-related injury or illness incurred in the course of bargaining unit member's employment, the Board shall pay the difference between Michigan Worker's Disability Compensation benefits and the salary of the bargaining unit member, provided the staff member has accumulated sick leave available for such payments. Daily

sick leave shall be reduced at the same percentage rate as the percentage of the bargaining unit member's daily salary which is paid by the Board.

E. Communicable Diseases: In the event that a child with an ongoing or chronic communicable disease is allowed by policy or law to attend school, all bargaining unit employees potentially having contact with the student shall be notified in writing in advance of the child's placement and/or return to school. The Board shall provide in-service instruction/training in hygienic practices and management to employees coming into contact with such students. In addition, bargaining unit members shall adhere to confidentiality requirements as required by law and as outlined in Board policy in regard to communicable diseases. In the event an employee in contact with such a student contracts Acquired Immune Deficiency Syndrome (AIDS) or Hepatitis B and the illness is determined to have occurred in the course of the employee's employment, any resulting absences shall not be charged against the bargaining unit member's employment nor deducted from his/her sick days. The Board agrees to indemnify bargaining unit members against any damages, fines, legal fees or other costs that may result as a consequence of following Board policy and/or Board in-service instruction regarding management of students with communicable diseases. Any employee contracting a communicable disease shall have no fewer rights to continued employment with the employer than the rights afforded to a student to attend school. Employees shall have the right to continue working as long as his/her personal physician certifies that he/she is able to continue.

ARTICLE 13

NO STRIKE PROVISION

The Association will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature. Strike and work stoppages shall be deemed to include, but are not limited to, slow-downs,

stoppages of any kind, sit-ins, "blue flu", and picketing or demonstrating of any kind at any time in reference to the Menominee County Intermediate School District wherever located. The Association agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any strike as defined above against the Board by any member of the bargaining unit.

The Board shall have the right to discipline, including discharge, any member of the bargaining unit for taking part in any violation of this provision.

ARTICLE 14

EVALUATION NON-TEACHING BARGAINING UNIT MEMBERS

Performance Evaluation: The evaluation of the performance of each non-teacher bargaining unit member in the bargaining unit is the responsibility of the administration. The purpose of the evaluation is to assist the non-teacher bargaining unit member to improve his/her performance, to determine the extent to which an employee is performing his/her professional duties and work habits, to use as a basis for determining continued employment and, when necessary, to serve as a basis for discipline. Evaluations will be conducted by qualified personnel as designated by the Board of Education.

For the purpose of this provision, the term "probationary employee" shall be defined within the same durational parameters of the Teacher Tenure Act (TTA) that would apply for teachers to acquire non-probationary status. This definition would apply whether or not a teaching certificate was required for the position. For example, a school psychologist would be treated for the purpose of acquiring non-probationary status in the same manner and degree as a teacher would be treated for the purpose of attaining tenure in the district. The intent of this language is to define the term "probationary" in a consistent manner applicable to all positions in the bargaining unit. Each probationary non-teacher bargaining unit member shall be evaluated at least once each school year of the probationary period by March 15.

Each non-probationary non-teacher bargaining unit member shall be evaluated once every three (3) years based on at least one formal observation and shall be typically notified by September 30 in the year they are to be evaluated. If an employee will not be evaluated by their immediate supervisor, they will be notified in advance who the evaluator will be.

A. Process: To begin the evaluation cycle, the evaluator shall hold a pre-evaluation conference with the non-teacher bargaining unit member. The purpose of this conference is to review the non-teacher bargaining unit member's objectives, to arrange an observation schedule and to provide a schedule for the evaluation cycle. Any observations shall be scheduled with the non-teacher bargaining unit member in advance.

No later than twenty (20) calendar days after the final observation of the evaluation cycle of a non-teacher bargaining unit member, the evaluator shall prepare the written evaluation using the evaluation form that appears as Appendix B of this Agreement. The completed written evaluation form shall be presented to and reviewed with the non-teacher bargaining unit member in a conference called by the evaluator for that purpose. Each rating given by the evaluator on the evaluation form shall be supported by the evaluator's observation and/or the evaluator's documentation.

B. Individual Development Plan (IDP): Probationary non-teacher bargaining unit members will receive an IDP based on their initial year's performance. The non-teacher bargaining unit member will have input into the plan. Non-probationary non-teacher bargaining unit members whose performance was evaluated as needing improvement will also receive an IDP. For any areas that need improvement, the evaluator shall develop a plan of improvement which may include non-teacher bargaining unit member input that:

1. Identifies specifically the area(s) that need improvement
2. Provides the non-teacher bargaining unit member with specific, appropriate written recommendations for improvement that are stated in behavioral terms, measurable, and observable.

3. Develops a fair and workable timeline for such improvement. This timeline shall include follow-up visit(s) to evaluate the area(s) of concern.
4. Describes the administration support for improvement.

C. Notice: No later than the last school day in March, the probationary non-teacher bargaining unit member shall receive notice whether or not their work has been satisfactory. Any charge concerning the professional competence of a non-probationary non-teacher bargaining unit member arising out of the evaluation process shall be filed with the Board of Education by April 30.

ARTICLE 15

UNRESTRAINED NEGOTIATIONS

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the Board and the Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically covered in this Agreement, even though such subject or matter may not have been with the knowledge of either or both of the parties at the time they negotiated or signed this Agreement.

The parties agree that changes in existing policy or creation of new policy which affects the hours, wages, or terms of employment shall be mutually agreed upon or, if the parties cannot agree within thirty (30) days of notification to the Association, shall be approved by a committee consisting of two (2) Association members, two (2) Board members, and the Superintendent.

Any policy adopted in this fashion shall be ratified by a majority of the Board.

ARTICLE 16

INSURANCE COVERAGE

A. The Board will provide one of the two plans listed below in accordance with MCL 15.563 (Public Act 152) to employees. Less than full-time employees will receive pro-rated health insurance benefits or pro-rated cash in lieu of, and are eligible to purchase payroll deduction health-related options. Proration of insurance and cash in lieu of will be based on the percentage of a full contract year. Note: "cash in lieu" is included with Plan B: \$200.00 a month to apply towards MESSA non-taxable variable options or to apply towards a tax deferred annuity, and is subject to federal Affordable Care Act provisions.

B. Medical healthcare coverage will be limited (capped) to the amount that a public employer may contribute to medical plan per MCL 15.563 (Public Act 152).

C. Employee contribution will be based on elected ~~won't~~ plan (i.e. single, two-person, family) and deducted from his/her pay period.

D. Prior to July 1 of each year the board will notify employees of the premium cost increase for each enrollment

E. The Association will review their selected MESSA plan annually, reserving the option to adjust it as the membership determines.

MESSA PAK Plan A:

Major Medical

As selected by the Education Association

Bargaining unit members who choose to enroll in the MESSA ABC Plan may indicate the amount of funding they elect to be payroll deducted into their personal health savings account to the business office. Members will notify the business office by the end of the first week in December regarding the amount they wish to be payroll deducted.

Long Term Disability:	70% Benefit Percentage Maximum Monthly Income Benefit \$6,000 Maximum Monthly Salary \$8,571 60 Calendar Days Modified Fill Elimination Period COLA no Mental/Nervous: same as any other illness Alcohol/Drugs: same as any other illness 5% Minimum Payout Pre-existing Limits Waived Family Social Security Offset No Survivor Income Freeze on Offsets No Educational Supplement 2 Year Own Occupation
Life Insurance	\$45,000 Disability waiver will apply
A D & D	\$45,000
Vision:	VSP 3
Dental:	100/90/90: \$1,000 Annual Max 90: \$1,500 Lifetime Max Two Cleanings Per Year Adult Orthodontics

MESSA PAK PLAN B:

\$200.00 a month to apply towards MESSA non-taxable variable options or to apply towards a tax deferred annuity. A bargaining unit member may elect "Plan B" but this election is contingent upon the member attesting in writing that health insurance has been offered to him/her but that the member is declining that coverage.

Long Term Disability:	Same as Plan A
Life Insurance	\$50,000 Disability waiver will apply
A D & D	\$50,000
Dependent Life Insurance:	\$2,000 Spouse/\$2,000 Child
Vision:	VSP 3 Plus CL250
Dental:	100/90/90: \$1,000 Annual Max 90: \$1,500 Lifetime Max Two Cleanings Per Year Adult Orthodontics

F. It is understood that should a member find him/herself, for whatever reason, without health insurance, they have the right to enroll in Plan A.

ARTICLE 17

COMPENSATION

A. Salaries: The salaries covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Any non-teaching staff that has not completed a master degree (or higher) shall continue in the current education lane until a Master's degree has been completed. Upon completion of a Master's degree (or higher) the member will move to the appropriate lane based on degree and/or credits earned. The specialty lane will include Master Degrees outside of the teaching field (e.g. Speech and Language Pathologist, Occupational Therapist, Physical Therapist.)

For the 2019-2020, 2020-2021, and 2021-2022 school years only, bargaining unit who are at step 19 or over will be provided an off-schedule bonus of \$800. This bonus shall be subject to pro-ration in the event the member does not work the entire school year.

B. Damage to Teacher's Property: If while in the line of duty, an employee, without negligence on the part of the employee, suffers loss of, or damage to, the employee's clothing or personal property, the Board will reimburse the replacement cost for such loss to the employee involved. The amount is not to exceed two hundred dollars (\$200) per occurrence. When it can be reasonably determined that an employee's car has been vandalized during approved work related times/events, the District will reimburse the costs of repair which are not covered by the employee's insurance company.

C. Terminal Sick Leave Payout: Upon retirement from employment with the Menominee County Intermediate School District, the District shall pay the employee sixty dollars (\$60) for each day of unused sick leave accumulated by the individual up to the maximum of 150 days. Members hired after July 1, 2017 have a maximum accumulation of 90 days. In case of

death, the benefit shall be paid in a lump sum to the survivor named by the bargaining unit member.

D. Professional Fees:

1. The Board will contribute an amount not to exceed one hundred dollars (\$100) to help defray the membership fees of professional organizations/journals per employee per year. The employee will provide documentation of professional organization and membership and associated cost prior to payment. (Not Association dues or fees).
2. The Board will pay in full any required state licenses of an employee.
3. An employee of the District shall be reimbursed by the Board for any background check fees.

E. Comp Time: Comp time is intended to be a mutual benefit for the bargaining unit member and the administration. Comp time is defined as work performed beyond the regularly scheduled work day. Comp time may be earned when an employee is requested by the MCISD administration/ local school administration to work beyond scheduled work hours. An employee request to perform planned activities that will result in comp time requires prior administrative approval.

When requested by the Administration to attend training held on non-scheduled day the employee will earn one comp day or \$150, for each day of training. Use of the comp time is subject to administrative approval. These comp days are in addition to the five maximum allowed during the school year described below. If a stipend is provided through grant funds that is greater than \$150, the employee will receive the full amount of the stipend.

For the purpose of comp time, one full comp day will equal the employee's work day length. An employee has to be involved in an approved activity for a minimum of thirty (30) minutes in order to accrue comp time. Comp time earned will be equivalent to time worked. A maximum of five (5) days can be accumulated during a school year. With prior approval of

the Menominee County Intermediate School District administration, additional comp time may be accumulated.

In order to maintain consistent delivery of programs and student services throughout the Menominee County Intermediate School District, utilization of comp time must be limited to three (3) consecutive days. Menominee County Intermediate School District administration reserves the right to request comp days be utilized when they least affect student services and are subject to administrative approval. Every effort will be made to utilize accumulated comp time days during the school year. Accumulated days not utilized prior to December 31st of the following school year will be lost.

Documentation of comp time will be reported by the bargaining unit member using the ISD form to the Menominee County Intermediate School District office at the end of each month in which it was accumulated. A request for and the approval of accumulated comp time leave shall be in writing.

F. Flex Time: Flex time may be used by bargaining unit members only if mutually agreeable to the member and administration. Flex time would occur in the event that it is necessary to provide services outside the regularly scheduled work day times. The length of the flex time work day shall not exceed the length of the regularly scheduled work day.

ARTICLE 18

VACANCIES, PROMOTIONS, AND TRANSFERS

A. Vacancies: Except for teachers subject to the Michigan Teachers' Tenure Act, a vacancy shall be defined as a position within the bargaining unit presently unfilled including newly created positions as well as currently filled positions anticipated to be open for a period of thirty (30) or more days. All such vacancies shall be posted for at least seven (7) days on a bulletin board in the ISD office. During the school year, a copy of the posting will be placed in all non-teacher employees' mailboxes and also sent electronically to the non-teacher

employees ISD email. Postings for vacancies during the summer will be mailed to all non-teacher employees at their home address also sent electronically to the non-teacher employees ISD email. Bargaining unit members shall apply in writing for such position(s). Said position shall be filled by the qualified/certified applicant with the greatest seniority.

The Board shall establish reasonable qualifications. Any senior person denied the vacancy shall receive from the Superintendent or his agent, the reason for that denial in writing.

When the district purchases services that are covered by Article 1, Recognition (including part-time positions) due to unavailability of acceptable applicant(s), the district will maintain current postings with appropriate colleges and universities and on its web site. The employer shall communicate to the Association President monthly in writing the current status of all open bargaining unit positions including the number of applicants, prospective candidates, and any interview dates.

When conducting interviews to fill a vacant bargaining unit member position (other than a teaching position) the Board (or designee) will invite the Association to provide a representative with a specialized background in the area of special education to be a member of the interview team.

For Administrative vacancies, other than the Superintendent, the Board (or designee) will invite the Association to provide written input to the Superintendent, not later than 4 work days before the first scheduled interview, regarding the profile of what the Association considers to be the "ideal" candidate in terms of educational background, work experience, and leadership style. In addition, the Association may submit potential interview questions for review/consideration.

In regard to the hiring of a Superintendent, the Board will accept written public feedback from the Association following the conclusion of each candidate's interview.

For all hires, the Board's decision is final.

1. SCI Summer Program: The Board will offer the additional extended year work days to the classroom teacher(s) of the Cognitively Impaired Program(s) and those individuals certified as teachers of the cognitively impaired who are members of the MCISDEA, there shall be a seven (7) day limit on response to filling the vacancy. If individuals, who are certified, and are members of the MCISD Association, do not want the position, the Superintendent/Director of Special Education has the right to accept application from the public.

2. Special Certification/Endorsement Requirements: In the event the Board of Education needs to add a position/fill a vacancy for a position that requires a special endorsement on a teaching certificate, they may interview current "MCISD" staff, or others, that meet the qualifications of the job description, provided the State Department of Education will approve a temporary certificate/endorsement, which will allow the employee to work while obtaining said endorsement. The Board will pay a maximum amount of \$1500 towards obtaining said endorsement.

B. Promotions: Promotion shall mean placement within a supervisory or administrative position which directly supervises bargaining unit members. All openings in promotional positions shall be posted/mailed in the same manner as vacancies. Any bargaining unit member may apply in writing for the position and will be given full consideration for employment. The Board's decision is final.

C. Transfers: Except for teachers subject to the Michigan Teachers' Tenure Act, transfer shall be defined as either a voluntary or involuntary change, in part or full, of an employee's job title within the bargaining unit. Transfers to vacancies shall be governed by the preceding language pertaining to vacancies. All other transfers shall be governed by this Section. A request for a voluntary transfer may be made at any time in writing and shall specify the position being sought.

Mutual requests for transfer by non-teacher employee's wishing to switch positions with one another shall be granted. Subject to certification, requests for transfers shall be granted unless the granting of the request is inconsistent with the language pertaining to filling of vacancies or not in the best interest of the district or education of students, as determined in the sole discretion of the administration. The administration will provide its rationale in writing for any denials and will first inform Association leadership prior to informing the individual parties. Receipt of a request for transfer shall be acknowledged in writing by the employer within five (5) working days.

Involuntary transfers of non-teacher employees shall occur only in situations: (1) outside the employer's control, or (2) necessary for the appropriate operations of the District. Thirty (30) calendar days prior to the decision to effectuate an involuntary transfer of a non-teacher employee, the District shall notify in writing the employee affected by the transfer and the Association President and set a date to meet and discuss the transfer and other possible alternatives. Each party may bring appropriate representatives to the meeting. In the case of extreme necessity, an involuntary transfer can be made prior and subject to the meeting, but such meeting shall be held as soon as practicable thereafter.

D. Assignment of Duties: In the event the Board finds it advisable to alter the duties within the job title, or the location of a non-teacher employee, that employee shall be notified, detailing what changes are proposed, whenever possible, at least fifteen (15) calendar days prior to the change. When requested by the employee, notification of the changes will be made in writing. Changes outside of the non-teacher employee's job title shall be governed by the language pertaining to Transfers. It is further agreed that the District, Association, and affected and/or potentially affected non-teacher employees shall meet and discuss the need, implications, and change of duties or location.

The duties of a bargaining unit member or the responsibilities of any position in the bargaining unit shall not be altered or transferred to persons not covered by this Agreement if

such alteration or transfer would result in a reduction in bargaining unit membership. It is understood that these provisions shall be consistent with, and not negate, any other terms of this Agreement.

E. Extra Work: Except for teachers subject to the Michigan Teachers' Tenure Act, in the event any extra work becomes available in the district, it shall first be offered to the most senior non-teacher employee qualified and certified to fulfill the requirements of the work. Non-teacher employees shall have the right to decline or voluntarily accept the extra work without such decline or acceptance being used for evaluative purposes in any way.

If a non-teacher employee declines extra work it shall then be offered to the next most senior non-teacher employee who is qualified and certified to fulfill the requirements of the work. If non-teacher employee's contract is to be extended beyond the normal negotiated work year for any reason then he/she shall be paid their pro-rated daily or hourly rate of pay based on his/her then current position on the salary schedule. In lieu of the pro-rated daily or hourly rate of pay, the non-teacher employee with mutual consent of administration, shall have the option to use comp time as described in Paragraph F. When requested to provide training on non-contract days, the non-teacher employee will be compensated at his/her per diem rate.

ARTICLE 19

MENTOR TEACHER

There will be no compensation for the mentor assignment but should the work load of such assignment expand, the Board and the Association will meet to address the problem.

ARTICLE 20

REDUCTIONS IN PERSONNEL AND ANNEXATIONS AND CONSOLIDATIONS OF ISDs

A. In the event this ISD shall be combined with one or more adjoining ISDs the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated ISD.

ARTICLE 21

DURATION OF AGREEMENT

A. Duration: This Agreement shall be effective as of July 1, 2019 and shall continue in effect until the 30st day of June, 2022.

B. Copies of Agreement: Copies of this Agreement entitled "Contractual Agreement between the Menominee County Intermediate School District and the Menominee County Intermediate School District Education Association, MEA-affiliates of NEA" shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all bargaining unit members now employed, hereafter employed or considered for employment by the Board.

Board policies are available on the Menominee County ISD Web site for bargaining unit members to review at any time. An additional 10 copies of this Agreement will be given to the President of the Association at the same time that distribution is made to regular professional staff members.

EDUCATION ASSOCIATION

By: Tina Prase

By: Barb Poupore

By: Delorah K Thorne

BOARD OF EDUCATION

By: [Signature]

By: Michael Galloni

**Appendix A (Salary Schedule)
2019-20**

		BA	BA + 15	BA + 30	Specialty/ MA	MA +15 or MA 45	MA + 30 or MA 60 Ed.S	Doctorate/PHD
102.00%		1	1.04	1.08	1.02	1.04	1.055	1.1
\$42,370	1	\$43,218	\$44,947	\$46,675	\$47,609	\$48,542	\$49,242	\$52,370
5	1.04	\$44,947	\$46,744	\$48,542	\$49,513	\$50,484	\$51,212	\$54,464
6	1.08	\$46,675	\$48,542	\$50,409	\$51,417	\$52,426	\$53,182	\$56,559
7	1.12	\$48,404	\$50,340	\$52,276	\$53,322	\$54,367	\$55,151	\$58,654
8	1.16	\$50,133	\$52,138	\$54,143	\$55,226	\$56,309	\$57,121	\$60,749
9	1.21	\$52,294	\$54,385	\$56,477	\$57,607	\$58,736	\$59,583	\$63,367
10	1.26	\$54,454	\$56,633	\$58,811	\$59,987	\$61,163	\$62,045	\$65,986
11	1.33	\$57,480	\$59,779	\$62,078	\$63,320	\$64,561	\$65,492	\$69,652
12	1.39	\$60,073	\$62,476	\$64,879	\$66,176	\$67,474	\$68,447	\$72,794
13	1.05	\$63,076	\$65,599	\$68,123	\$69,485	\$70,847	\$71,869	\$76,433
14	1.06	\$63,677	\$66,224	\$68,771	\$70,147	\$71,522	\$72,554	\$77,161
15	1.07	\$64,278	\$66,849	\$69,420	\$70,809	\$72,197	\$73,238	\$77,889
16	1.08	\$64,879	\$67,474	\$70,069	\$71,470	\$72,872	\$73,923	\$78,617
17	1.09	\$65,479	\$68,099	\$70,718	\$72,132	\$73,546	\$74,607	\$79,345
18	1.1	\$66,080	\$68,723	\$71,366	\$72,794	\$74,221	\$75,292	\$80,073
19	1.14	\$68,483	\$71,222	\$73,962	\$75,441	\$76,920	\$78,030	\$82,985

2020-2021

		BA	BA + 15	BA + 30	Specialty/ MA	MA +15 or MA 45	MA + 30 or MA 60 Ed.S	Doctorate/PHD
101.50%		1	1.04	1.08	1.02	1.04	1.055	1.1
\$43,218	1	\$43,866	\$45,621	\$47,375	\$48,323	\$49,270	\$49,981	\$53,155
5	1.04	\$45,621	\$47,446	\$49,270	\$50,256	\$51,241	\$51,980	\$55,281
6	1.08	\$47,375	\$49,270	\$51,165	\$52,189	\$53,212	\$53,980	\$57,408
7	1.12	\$49,130	\$51,095	\$53,060	\$54,122	\$55,183	\$55,979	\$59,534
8	1.16	\$50,885	\$52,920	\$54,955	\$56,055	\$57,154	\$57,978	\$61,660
9	1.21	\$53,078	\$55,201	\$57,324	\$58,471	\$59,617	\$60,477	\$64,318
10	1.26	\$55,271	\$57,482	\$59,693	\$60,887	\$62,081	\$62,976	\$66,976
11	1.33	\$58,342	\$60,676	\$63,009	\$64,269	\$65,530	\$66,475	\$70,696
12	1.39	\$60,974	\$63,413	\$65,852	\$67,169	\$68,486	\$69,474	\$73,886
13	1.05	\$64,023	\$66,583	\$69,144	\$70,527	\$71,910	\$72,947	\$77,580
14	1.06	\$64,632	\$67,218	\$69,803	\$71,199	\$72,595	\$73,642	\$78,319
15	1.07	\$65,242	\$67,852	\$70,461	\$71,871	\$73,280	\$74,337	\$79,058
16	1.08	\$65,852	\$68,486	\$71,120	\$72,542	\$73,965	\$75,032	\$79,797
17	1.09	\$66,462	\$69,120	\$71,778	\$73,214	\$74,650	\$75,726	\$80,535
18	1.1	\$67,071	\$69,754	\$72,437	\$73,886	\$75,334	\$76,421	\$81,274
19	1.14	\$69,510	\$72,291	\$75,071	\$76,572	\$78,074	\$79,200	\$84,230

2021-2022

		BA	BA + 15	BA + 30	Specialty/ MA	MA +15 or MA 45	MA + 30 or MA 60 Ed.S	Doctorate/PHD
101.25%		1	1.04	1.08	1.02	1.04	1.055	1.1
\$43,866	1	\$44,414	\$46,191	\$47,968	\$48,927	\$49,886	\$50,606	\$53,820
5	1.04	\$46,191	\$48,039	\$49,886	\$50,884	\$51,882	\$52,630	\$55,972
6	1.08	\$47,968	\$49,886	\$51,805	\$52,841	\$53,877	\$54,654	\$58,125
7	1.12	\$49,744	\$51,734	\$53,724	\$54,798	\$55,873	\$56,678	\$60,278
8	1.16	\$51,521	\$53,582	\$55,642	\$56,755	\$57,868	\$58,703	\$62,431
9	1.21	\$53,741	\$55,891	\$58,041	\$59,202	\$60,362	\$61,233	\$65,122
10	1.26	\$55,962	\$58,201	\$60,439	\$61,648	\$62,857	\$63,763	\$67,813
11	1.33	\$59,071	\$61,434	\$63,797	\$65,073	\$66,349	\$67,306	\$71,580
12	1.39	\$61,736	\$64,205	\$66,675	\$68,008	\$69,342	\$70,342	\$74,809
13	1.05	\$64,823	\$67,416	\$70,009	\$71,409	\$72,809	\$73,859	\$78,550
14	1.06	\$65,440	\$68,058	\$70,675	\$72,089	\$73,502	\$74,563	\$79,298
15	1.07	\$66,058	\$68,700	\$71,342	\$72,769	\$74,196	\$75,266	\$80,046
16	1.08	\$66,675	\$69,342	\$72,009	\$73,449	\$74,889	\$75,969	\$80,794
17	1.09	\$67,292	\$69,984	\$72,676	\$74,129	\$75,583	\$76,673	\$81,542
18	1.1	\$67,910	\$70,626	\$73,342	\$74,809	\$76,276	\$77,376	\$82,290
19	1.14	\$70,379	\$73,194	\$76,009	\$77,530	\$79,050	\$80,190	\$85,283

Appendix B

MCISD EMPLOYEE CALENDAR/CITY ONLY

EMPLOYEE: _____ POSITION: _____

DISTRICTS SERVED: _____

Week Of	Work Days	List dates OFF if less than a full week	
			Current Contractual Yearly Hours <u>1189.5</u>
			Total Number of Work Days _____
			Day Length (Divide total yearly hours by number of work days) _____. Convert to hours/min. _____ hours, _____ minutes
			Day Length + Duty Free Lunch (add 30 minutes to line above) _____ hours, _____ minutes
			Daily Work Hours _____ to _____
			School District to follow for school closings: _____
			Date approved by Supervisor _____
			Supervisor Signature _____
			Employee Signature _____
TOTAL DAYS			

Appendix C – Grievance Timeline Form

Step 1: Oral Grievance to Supervisor

- 10 working days from occurrence of “grieveable” event
- Response from supervisor within 10 working days of oral grievance (receipt will be given)

Step 2: Written Grievance to Supervisor

- Shall be presented within 7 working days after oral response from supervisor (receipt will be given)
- No later than 14 working days from initial oral grievance (receipt will be given)
- Response from superintendent or his/her designee within 10 working days of step 2 receipt

Step 3: Grievance goes to committee appointed by the Board of Education

- Submit all paperwork to Board within 5 working days after completion of step 2
- Board will hold a hearing at next board meeting or within 3 calendar weeks whichever is latest
- A written decision will be given within 7 working days of the hearing (receipt will be given)

Step 4: Arbitration

- Within 20 working days of the Board of Education’s receipt, the Association may submit the grievance for arbitration by mailing a Demand for Arbitration
- The Demand for Arbitration shall contain a statement of the issues to be arbitrated, references to the specific section(s) or subsection(s) allegedly violated, and shall be signed by the Association Grievance Chairperson, or his/her designee.

Grievance:

LETTER OF AGREEMENT (July 15, 2019)

This Letter of Agreement is entered into between Menominee County ISD Board of Education (the "District") and Menominee County ISD Education Association (the "Association").

This agreement shall be in effect once the UPPER PENINSULA AREA PURCHASING AGREEMENT is established. Recognizing the importance of making quality health care products and services available and doing so in a cost effective manner, the District and the Association agree as follows:

1. The Parties acknowledges that the District has elected to become a member of an Area Purchasing Agreement (the "APA") as provided by the health insurance carrier MESSA.

The parties recognize and acknowledge that insurance benefits, policy specifications, and coverages for employee benefit plans are subject to a bargaining under the Michigan Public Employment Relations Act (PERA). The parties further recognize and acknowledge that the allocation of premium responsibility for health insurance plans is subject to the limitations established by the Publicly Funded Health Insurance Contribution Act.

2. The District and the Association acknowledge that employee benefits or products will be made available to eligible Association bargaining unit members through the District's participation in the APA. The District and the Association have agreed that Association bargaining unit members will be allowed to enroll in those plans effective January 1, 2020 and that such plans or products made available through the APA shall replace those otherwise in effect for Association bargaining unit members on that date.

Further, the District and the Association acknowledge and recognize that alternative plans with modified specifications may subsequently be made available through the same carrier selected to provide benefit plans or products through the APA.

Open enrollment for the selection of health care options for the APA will be held from October 15 to November 15 each year for a January 1 implementation for the duration of this agreement.

3. The duration of the commitments made in this Letter of Agreement shall not be affected by the expiration of any current or successor collective bargaining agreement between the District and the Association. The durational commitments for participation in the employee benefit plans accessed through the APA shall supersede any conflicting or contrary terms of an existing or successor collective bargaining agreement between the District and the Association, to the extent of any such conflict or inconsistency.
4. The Parties further voluntarily waive and relinquish their respective rights under PERA for the period beginning January 1, 2020 and concluding on December 31, 2022 to negotiate any contrary durational commitment with regard to the procurement and maintenance of the specified Insurance products and employee benefits plans through

the APA. This waiver is limited to the bargaining of medical coverage. Further, the District and the Association agree that their designation of specified insurance products and employee benefit plans through the APA satisfies their mutual obligation to bargain over the benefits, policy specifications, and coverages of those insurance products and employee benefit plans, and that neither party shall be obligated to bargain with respect to those matters for the duration of the commitment to maintain those insurance products and employee benefit plans, as indicated in this Letter of Agreement.

5. Nothing in this Letter of Agreement shall waive, qualify, or diminish in any way, the respective rights and obligations of the District and the Association to negotiate over allocation of premium responsibility between the District and enrolled Association bargaining unit members for the insurance products and employee benefits plans in which those individuals and their eligible dependents (if applicable) are enrolled subject to the restriction on District expenditures for medical benefit plan costs under the Publicly Funded Health Insurance Contribution Act. Further, nothing in this Letter of Agreement constitutes a limitation on the obligation of the District to comply with those provisions of state or federal law that limit or regulate the amount of District payment for medical benefit plan costs.
6. Nothing in the terms of this Letter of Agreement is intended to confer eligibility upon any employee (or their eligible dependents, if applicable) to enroll in an employee benefit plans or programs, it being recognized that those eligibility determinations are set forth in the collective bargaining agreement between the District and the Association and are not intended to be altered or modified by the terms of this Letter of Agreement.
7. Should the APA dissolve or no longer function or operate, or if the district no longer participates in the APA, the District and Association agree the most recent medical plans options available to the employees through the APA shall remain in effect until otherwise negotiated.
8. Any disputes over the interpretation, application, or implementation of the terms of this Letter of Agreement shall be resolved under the grievance procedure in the collective bargaining agreement then in effect between the District and the Association.
9. By entering into this Letter of Agreement, neither the District nor the Association amend, modify, waive, or qualify any other provisions, conditions, rights, or duties specified in their current or any successor collective bargaining agreement between them, except as are otherwise specifically waived, modified, or relinquished herein.
10. This Letter of Agreement shall become effective January 1, 2020 and shall expire on December 31, 2022.

MCISD BOARD OF EDUCATION

By: Kandice Curran
Its: President
Dated: 7-15-19

Menominee County ISD Education Association

By: Tina Pruse
Its: President
Dated: 7.10.19

