

AGREEMENT

BETWEEN

MIDLAND COUNTY EDUCATIONAL SERVICE AGENCY

AND THE

MIDLAND INTERMEDIATE FEDERATION OF TEACHERS

(AFT – MICHIGAN)

6/30/2011 - 6/30/2014

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. Preamble.....	4
2. Recognition.....	4
3. Definitions.....	4
4. Board Rights.....	4
5. Fair Practice.....	6
6. No Strike Clause.....	6
7. Scheduling and Hours of Work.....	6
8. Class Size/Caseload.....	8
9. Calendar.....	8
10. Union Members Dues and Agency Shop Service Fees.....	9
11. Payroll Deduction.....	11
12. Grievance Procedures.....	12
13. Evaluation of Employees.....	14
14. Personnel Records.....	15
15. Seniority and Date of Hire.....	17
16. Hiring, Vacancies, Promotions.....	17
17. Layoff and Recall Procedures.....	19
18. Leave Days.....	21
1. Sick Leave.....	21
2. Family Illness Absence.....	22
3. Jury Duty or Subpoenas.....	22
4. Union Leave.....	22
5. Annual Leave.....	22
6. Personal Leave.....	23
7. Definition of Leave Days.....	23
19. Leaves of Absence.....	23
4. Bereavement Leave.....	24
5. Extended Sick Leave.....	25
20. Discipline and Professional Behavior of Employees.....	25
21. Teaching Conditions.....	26
22. Employee Benefits.....	26
1. Definition of Benefits.....	26
2. Employee Eligibility.....	26
3. Effective Date of Coverage.....	27
4. Employee Participation and Payment of Premiums.....	28
A. Medical Insurance.....	28

B. Dental Insurance.....	28
C. Group Term Life Insurance.....	28
D. Long-Term Disability Insurance.....	29
E. Cash Option.....	29
F. Vision Reimbursement.....	29
G. Flexible Spending Accounts.....	29
5. Employee Responsibility.....	29
6. Board Responsibility.....	30
7. Duplicate Coverage.....	30
23. Other Compensation.....	30
1. Tuition Reimbursement.....	30
2. Salary Schedule Category Qualifications.....	31
3. Mileage.....	31
4. Conference Expenses.....	31
5. Certification.....	32
7. Longevity Allowance.....	32
24. Severability.....	32
25. Review Committee.....	32
26. Entire Agreement.....	33
27. Reproduction of Agreement.....	33
28. Duration.....	33
Signatures.....	34
Compensation Schedules	
Appendix A – Compensation Examples	
Appendix B - Grievance Report Form	

ARTICLE 1. PREAMBLE

Agreement made effective upon ratification by and between Midland County Educational Service Agency, hereinafter called “the Board,” and the Midland Intermediate Federation of Teachers, affiliated with the American Federation of Teachers – Michigan, hereinafter called “the Union.”

ARTICLE 2. RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining representative with respect to rates of pay, hours and other terms and conditions of employment for the entire term of this Agreement.

Unit Defined

All full-time and regular, part-time professional personnel as follows: classroom teachers, teacher consultants, teacher specialists, psychologists, physical therapists, physical therapy assistants, occupational therapists, occupational therapist assistants, speech pathologists, music therapists, social workers, transition coordinators, hearing impaired interpreters and teachers of the homebound/hospitalized, excluding administrators, supervisors, paraprofessionals, substitutes, and all other employees.

ARTICLE 3. DEFINITIONS

1. Wherever the term “employee” is used, it is to include all members of the unit defined above.
2. Wherever the term “Board” is used, it will include its agents, officers, and trustees.
3. Wherever the singular “employee” is used, it is to include the plural.
4. Wherever the pronouns “his, him, or he” are used, they are gender neutral.
5. Wherever “day” is used, it is intended as a regularly scheduled teacher workday.
6. Wherever “hour” is used, it is intended as a clock hour.
7. A “school year employee” shall be an employee who normally works from 180 to 220 days.

ARTICLE 4. BOARD RIGHTS

The Board retains all rights, powers, and authority vested in it by the laws and Constitution of Michigan and the United States. The Board reserves unto itself all rights, powers, and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited to but only as specifically limited by express provisions of the

Agreement and Under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively by the Board shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and affairs of the employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The rights to direct the workforce, including the right to hire, promote, discipline, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the workforce, to lay off and recall employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and standards of operation, including the institution of new and/or improved methods of changes therein. Employee recommendations in these areas are encouraged.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees.
7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
10. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

ARTICLE 5. FAIR PRACTICES

1. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, age, handicap, national origin, sex or marital status or membership or participation in, or association with the activities of, any teacher's organization.
2. The Union agrees, in accordance with its constitution, to continue to admit persons to membership without discrimination on the basis of race, creed, color, age, handicap, national, sex or marital status or membership of participation in, or association with the activities of, any teacher's organization.
3. All policies and practices shall be fairly applied to all employees in the bargaining unit except where specifically directed otherwise by this Agreement.

ARTICLE 6. NO STRIKE CLAUSE

The Union and Board recognize that strikes and other forms of work stoppages by the teachers are contrary to law and public policy. The Union and the Board subscribe to the principal that differences shall be resolved by peaceful and appropriate means without interruption of the school program. Therefore, for the life of this Agreement, the Union agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any teacher take part in any strike, slowdown, or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with the provisions of this Article shall be cause for disciplinary action up to and including discharge as deemed necessary by the Board.

ARTICLE 7. SCHEDULING AND HOURS OF WORK

1. The Board and the Union recognize that rigid scheduling is not always in the best interest of the Board, students, or families. Flexible scheduling is intended for the benefit of the families and students served by the Midland County Educational Service Agency.
2. The normal workday for teachers shall be reflective of the schedule of the district, building, and/or program assigned and shall include, but not limited to: student contact time, preparation time, travel time, IEPT meetings, student staffing, parent teacher conferencing, diagnostic evaluations, report writing and assisting students upon arrival and departure. Other administrative assignments such as Medicaid

billing, student logging, supporting educational programs and collaborating with staff shall be also considered as part of the work day.

3. IEPT and other formal conferences will be scheduled seven (7) days in advance whenever possible and shall not be scheduled to begin more than fifteen (15) minutes before the start of the school day, nor shall be scheduled to begin more than fifteen (15) minutes after the end of the school day. If meetings fall outside these guidelines, then the evening meeting language shall be followed.
4. The employee shall be allowed up to a one (1) hour duty free lunch period.
5. Evening meetings, described as those beginning after 4:30pm, shall be limited to four (4) per year. Such meetings will be scheduled with at least seven (7) days advanced notice whenever possible. If further evening meetings are required by a supervisor or Director, then the employee will receive compensatory time.
6. An employee whose assignment is for less than 50% of the regularly scheduled hours per week of a full-time employee (six (6) hours per day, five (5) days per week) will be paid on an hourly basis for all hours worked. Hourly rates will be determined through proration of the negotiated salary schedule.

Example: An employee, assigned as a teacher of the homebound/hospitalized with a caseload of two hours per day, two days per week, would be paid for four (4) hours per week in addition to any scheduled preparation time.

7. All personnel may elect or be asked to work hours and/or days different from those established in the school calendar. These hours and/or days would be at the employee's option and with the authorization of the employee's immediate supervisor. When this occurs, the employee would be allowed trade time, whereby time may be taken off during a normally scheduled workday.

At the discretion of the Director of Special Education employees may earn up to a maximum of thirty-seven and a half (37.50) trade hours per year. In no case shall an employee be allowed to work in excess of one hundred eighty-six (186) days without a separate contractual agreement.

Trade days are not to be carried over from one (1) fiscal year to the next, except under extenuating circumstances and as approved by the Director of Special Education. (An example of an extenuating circumstance would be when an employee worked a day outside of his school calendar in the month of June. Because the school year is

generally over at this time, the employee would not have an opportunity to trade a day before the fiscal year ended on June 30th.)

ARTICLE 8. CLASS SIZE / CASELOAD

1. The Board agrees to keep class size consistent with the rules established by the State, and as dictated by the financial limitations of the Board and/or the building facilities available. Class size shall be ultimately at the discretion of the Board.
2. For employees whose caseloads are not dictated by State rules, the number of students served shall remain reasonable and subject to discussion with the supervisor, but the decision of the Board shall be final.

ARTICLE 9. CALENDAR

1. Work year

Prior to adopting a calendar, the Board will present to the Union a draft of the upcoming School Calendar, which shall include the summer schedule, for review and input. The Board will establish the first day of the calendar, and it shall be used for orientation and other matters as determined by the Board.

In drafting the remaining days of the calendar, the Board will take into consideration several issues, such as calendars developed by the local constituent school districts, Federal and State mandates regarding instructional time and program requirements and professional development.

Upon the calendars being finalized and agreed to by the parties, they will then be presented at the next Board of Education meeting for review and approval.

2. Summer Schedule

A summer calendar may be established by the Board. Employees will be assigned and paid as in the past (i.e. on a per diem basis).

3. Snow Days / "Act of God" Days

Employees shall not be required to report to work on snow or "act of God" days. The Board shall have the right, in accordance to State law, to reschedule any days lost when school is closed for reasons that do not allow such days to be counted as days of instruction. The rescheduling of such days shall not entitle employees to additional compensation.

ARTICLE 10. UNION MEMBERS DUES OR AGENCY SHOP SERVICE FEES

1. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within sixty (60) days of the effective date of this Agreement (as to present employees), or within sixty (60) days of their date of hire (as to future employees), become member, or in the alternative, shall as a continuing condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Board who are members of the Union.
2. The Board, upon receiving a signed statement from the Union indicating that the employee has failed to comply with this condition, shall immediately notify said employee that his services shall be discontinued at the end of sixty (60) days and shall dismiss said employee accordingly.
3. An employee, who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues (or fees).
4. The Board shall be notified by the Union, in writing, of any employee who is sixty (60) days in arrears in payment of membership dues (or fees).
5. The Board shall deduct from the pay of each employee from whom it receives an authorization to do so the required amount for the payment of Union dues or Agency Shop service Fees. Check-off dues or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore shall be forwarded to the Union office no later than thirty (30) days after such deductions were made. Employees who have not authorized check-off Union dues or Agency Shop service Fees may pay such dues or fees semiannually, in advance, directly to the Union, no later than thirty (30) days after the employee's first workday each semester.
6. Any bargaining unit member who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Representation Fee to the Union, as established by the Union. The Representation Fee shall not exceed the amount of the Union dues collected from Union members. The bargaining

unit member may pay such fee directly to the Union or authorize payment through payroll deduction, as herein provided.

In the event that the bargain unit member shall not pay such Representation Fee directly to the Union, or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477: MSA 17.277 (7) and at the request of the Union, deduct the Representation Fee from the bargaining unit member's wages and remit same to the Union.

7. The Union shall certify in writing to the Board at the beginning of each school year the membership of the Union subject to deduction of membership dues and the amount of monthly Union dues to be deducted. The Union shall also certify to the Board at the beginning of each school year the amount of the monthly Representation Service Fee to be deducted, which amount shall be directly attributable to the costs of collective bargaining representation, contract administration and grievance adjustment, but not more than the amount of dues uniformly required of member of the Union. These amounts so certified and deducted shall be forwarded to the Union.
8. The Union agrees to indemnify and hold the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability including but not limited to back pay damages and all court or administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this Article. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Union to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this Article.

ARTICLE 11. PAYROLL DEDUCTION

In addition to required deductions, the Board's financial officer shall deduct from the employee's pay, and forward to the appropriate party, amounts designated by the employee for:

- A. Credit Union
- B. Tax Sheltered Annuities or 403(b) Plan
- C. Insurance Options
- D. Flexible Spending Accounts
- E. Union Dues
- F. United Way
- G. Direct Deposit (ACH)
- H. Any other deduction that may be mutually agreed upon

ARTICLE 12. GRIEVANCE PROCEDURES

1. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this Agreement.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- A. The termination of services of, or failure to re-employ, any probationary teacher;
- B. The placing of a non-tenure teacher on a third year probation;
- C. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule;
- D. Any matter involving teacher evaluation, except adherence to the procedure;
- E. Any matter of which an employee seeks formal recourse outside of the grievance procedure (i.e. EEOC).

It is expressly understood that the Grievance Procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

2. The time limits contained herein shall be strictly observed, but may be extended by written mutual agreement between the Board and the Union. A grievance not initiated and/or processed from step to step by the Union within the time limits of the Grievance Procedure shall become null and void and shall not be processed as a grievance.

If Administration fails to respond at any Step within the prescribed time limits, the Union may proceed directly to the next step of the Grievance Procedure.

3. A claim by an employee, or by the Union, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may be processed as a grievance hereinafter provided. In the event an employee believes there is a basis for a grievance, he has no later than five (5) working days to discuss the alleged grievance personally with his immediate supervisor.

Step I

If, as a result of the informal discussion with the supervisor, the alleged grievance still exists, he may invoke the formal grievance procedure on the form set forth as Appendix A signed by the grievant and/or representative of the Union, which form shall be available from the Union Vice President/Grievance Office. A copy of the grievance form shall be delivered to the supervisor within five (5) working days after oral discussion. If the grievance involves more than one (1) worksite, it may be filed with the Superintendent or a representative designated by him.

Step II

Within ten (10) working days of receipt of the grievance, the supervisor shall meet with the employee and/or Union representative in an effort to resolve the grievance. The supervisor shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the grievant.

Step III

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, the grievance shall be transmitted to the Superintendent no more than ten (10) working days after the Step II meeting. Within ten (10) working days of the Superintendent, or his designee, shall meet with the grievant and shall indicate his disposition of the grievance and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the grievant.

Step IV

If the grievant is not satisfied with the disposition of the grievance by the Superintendent, or his designee, or if no disposition had been made within five (5) working days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary, or other designee of the Board no more than ten (10) working days after the Step III meeting. The Board, no later than its next regular meeting or ten (10) working days, whichever shall be later, will hold a hearing on the grievance, or review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than five (5) working days thereafter. A copy of such disposition shall be furnished to the grievant and the Union's grievance representative.

Step V

If the grievance is not settled at Step IV, the Union may refer the matter to arbitration within thirty (30) calendar days from the date of the Board's written decision at Step IV by serving written Notice of Intent with the Superintendent or designee. Thereafter, the parties shall attempt to mutually agree on an arbitrator within the ten (10) working days. If the parties are unsuccessful in selecting an arbitrator, the Union shall file, in no more than ten (10) working

days, with the regional office the American Arbitration Association a Demand for Arbitration form. An Arbitrator will then be selected in accordance with the rules and procedures of the American Arbitrators Association.

The arbitrator's authority is limited to the following:

1. The arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the applications of interpretations of such express provisions.
2. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's rights and responsibilities except where they have been expressly and clearly limited by the terms of the Agreement.
3. The arbitrator shall have no power or authority to add to, subtract or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Board, where the Board is given discretion by the terms of the Agreement or by the nature of the area in which the Board was acting. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.
4. The arbitrator's decision shall set forth his findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Board, the Union and the employee or employees involved.
5. The arbitrator's fees and expenses shall be borne to the losing party. The expense and compensation for attendance of any employee, witness or participant in the arbitration, shall be paid by the party calling such witness, or requesting such participation. If arbitration takes place during school hours, only those directly involved or anticipated to testify shall be granted release time at any one time. In event the arbitrator does not grant/deny the grievance in whole, the arbitrator shall assess to each party a percentage of the cost of the arbitrator, consistent to the extent to which party prevailed.

The filing of the grievance shall in no way interfere with the right of the Employer to proceed in carrying out its management responsibilities, subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry

out such order or requirement, etc., pending the final decision of the grievance. No decision on or adjustment of a grievance shall be contrary to any provisions of this Agreement.

ARTICLE 13. EVALUATION OF EMPLOYEES

1. The evaluation process shall comply with all the requirements established by state law and the Michigan Department of Education, including but not limited to the Race to the Top requirements set forth in MCL 380.1249 and 1250, which currently requires: a) the teacher evaluation process shall include student achievement measures as a significant portion of the evaluation process; b) such student achievement measures shall be based on national, state and/or local assessments and other objective criteria; and c) effective with the June 2012 evaluation, a teacher must receive satisfactory evaluations to advance on the salary schedule.
2. The evaluation of employee performance is the responsibility of the administration.
3. Administration will make every attempt to provide constructive and progressive feedback. In conducting such evaluations, all monitoring or observations shall be done openly.
4. Evaluations shall only be conducted by a special education administrator and/or individual as designated by the by the Board. Each written review of the employee's job performance shall be based upon at least fifteen (15) accumulated minutes of classroom observation or other observation methods as appropriate.
5. The performance of all employees shall be evaluated in writing as follows:
 - A. First-year probationary teachers shall be evaluated at least twice during their first year – once upon completion of ninety (90) calendar days and again at least sixty (60) calendar days prior to the end of the school year. Once completed, a personal meeting shall be held within ten (10) school days with each probationary teacher to review his evaluation.
 - B. All other employees shall be evaluated at least once per school year and at least sixty (60) calendar days prior to the end of the school year. Once completed, a personal meeting shall be held within ten (10) school days with each employee to review his evaluation.
 - C. After any formal evaluation, along with employee input, the Board may initiate an Employee Improvement Plan. Additionally, employees may request to be evaluated more frequently than as identified within this section.

6. In the event that an employee feels that his evaluation was incomplete or unjust, he may put his objections/responses in writing, have them attached to the evaluation, and have them placed in the evaluation section of his personal file. The written responses shall be limited to five (5) letter-sized pages.

ARTICLE 14. PERONNEL RECORDS

1. The Board shall maintain a personnel file for each person it employs in the bargaining unit.
2. The Superintendent, or his designee, shall be the records manager for the personnel records of the Board.
 - A. The Superintendent, or his designee, shall have the overall responsibility for:
 1. Maintaining and preserving the confidentiality of the personnel files, and
 2. Granting or denying access to records on the basis of this policy.
3. The personnel file shall contain the following sections:
 - A. Evaluation Section: The evaluation section shall include all complaints, commendations, written suggestions for corrections and improvement, and evaluation reports made by the supervisors at all levels.
 1. No complaint, commendation, suggestion, or evaluation may be placed in the evaluation file unless it meets the following requirements:
 - a. The comment is signed and dated by the person making the complaint, commendation, suggestion, or evaluation;
 - b. The immediate supervisor has notified the employee that the comment is available in the office of the Superintendent for inspection prior to its placement in the employee's evaluation section; and
 - c. The employee signs and dates the comment.

2. The employee may offer a denial or explanation of the complaint, commendation, suggestion, or evaluation, and any such denial or explanation shall become part of the employee's evaluation section.
 - a. Qualified Section: The qualification section shall include certificates, licenses, standard test scores, academic records, pre-employment information and references, and application forms.
 - b. Employment Section: The employment section may include data related to retirement, contracts, payroll, insurance, and/or post-employment.
 - c. Miscellaneous Section: The miscellaneous section may include data related to the employee not otherwise listed in above sections.

3. All medical information, including health certificates and worker's compensation records, shall be kept in files separate from employee personnel records.

4. Access to employee personnel files may be given to the Superintendent, or his designee, or to employee's immediate supervisors without consent of the employee. Contents of the personnel file will be released when subpoenaed or under court order, however, the employee will be notified of this action before the material is released. In addition, contents of an employee's personnel file may be used by the employer as exhibits/evidence in administrative, arbitration, and court proceedings involving the employee.

5. Access to employee personnel files may be given with the consent of the employee provided that:
 - a. The written consent specifies the records to be released and to whom they are to be released.
 - b. Each request for consent is handled separately. Blanket permission for release of information shall not be accepted.

6. Employees shall have access to their personnel files at all reasonable times (i.e. during hours that the office of the Superintendent, or his designee, is open).

a. The right to access includes the right to make written objections to any information contained in the file.

b. Any written objection must be signed and dated by the employee, and it shall become a part of the personnel file of the employee.

ARTICLE 15. SENIORITY AND DATE OF HIRE

1. Seniority shall be defined as the total years and months of continuous service to the Board. An employee's seniority date shall be established as the employee's first day of work as a regular employee, as approved by the Board. All employee seniority dates that were established and agreed upon by the Union and the Board prior to September 2007 shall remain as they are.

Should hiring dates be identical for employees, the individuals so affected shall be ranked by the last four digits of their respective social security numbers, with the highest number being most senior.

2. Seniority shall continue to accumulate when bargaining units member are on a leave provided for this Agreement for purposes of layoff and recall.
3. Seniority shall not continue to accumulate upon recall.
4. By October 1st of each school year, the administration shall prepare, post, and deliver to the Union President a seniority list with name, service (listed in years and months), and a date of hire of each employee in a position within the bargaining unit.

The Union shall have thirty (30) days to challenge the seniority list.

ARTICLE 16. HIRING, VACANCIES, PROMOTIONS

1. The Board shall notify the Union President within ten (10) working days after the beginning of each semester, or date of hire, the employment of new bargaining unit members. The following information shall be provided in writing: name, experience granted, and placement on salary schedule.

2. All vacancies that the Board determines to fill shall be posted internally for ten (10) working days. When circumstances dictate and both sides agree, exceptions to the ten (10) work day posting requirement may be allowed. A paper copy of the posting shall be sent to the Union President, and an electronic copy shall be sent via e-mail to all employees. Employees are required to submit, in writing, their application for a posted position by the posted deadline.
3. When it is anticipated that an employee's assignment for the following school year will be changed, the employee shall be notified by July 1st. Otherwise, employees should have an understanding that there are no planned changes for the following school year. In the event changes of assignment are identified after July 1st, employees shall be notified and consulted as soon as possible.
4. Incoming employees may be granted experience at or above the rate of one step on the salary schedule for each year of comparable employment prior to being hired by the Board.
5. The Board shall fill positions with the most qualified and certified person applying for that position. In determining what constitutes "most qualified" the Board shall consider the following factors: experience, ability, professional background and attainments, past performance, employment and personnel records, attendance, willingness to work, evaluation, and length of service with the Board.
6. Summer positions, which are required to meet legally mandated extended year programs operating beyond the normal school year calendar, shall be established as separate positions annually in accordance with the following provisions:
 - A. All bargaining unit employees shall provide written notice of intent to work a summer position by the last workday of February;
 - B. The bargaining unit employee who holds the position/assignment during the regular school year shall be given the first consideration for the available corresponding summer/extended school year position;
 - C. Other bargaining unit employees choosing to work a summer position will then be assigned based on qualifications and experience, with consideration given for indicated preferences and seniority;

- D. After assignments are determined for existing bargaining unit employees, remaining positions will be made available to other interested persons in a manner determined by the Board;
 - E. Bargaining unit members shall be compensated as per the Master Agreement, with the salary prorated on a per diem basis to reflect days of instruction in the summer position. Separate contracts, with separate salaries, will be established;
 - F. An employee who desires to work a summer position must work at least two consecutive thirds of the summer schedule.
7. A bargaining unit member whose position is covered by this Agreement may qualify for said position by virtue of certification/licensing by organizations such as National Physical Therapy Association or the American Occupational Therapy Association, but not necessarily be the holder of a Bachelor's Degree. When this occurs and there is bona fide documentation that meets States approval requirements and supports that the person has the equivalency of at least a Bachelor's degree, the Board will place the person on the salary schedule at the appropriate step of the scale by virtue of the person having such an equivalency.

ARTICLE 17. LAYOFF AND RECALL PROCEDURE

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its education program, curriculum, and/or staff and that the procedures set forth in this article shall be used in laying off personnel.

1. Layoff Procedure

In order to promote an orderly reduction in personnel when the education program, curriculum and/or staff is curtailed, the following procedure will be used:

- A. Probationary employees shall be laid off first. A probationary employee shall not be laid off unless there is an employee who is certified, qualified, and available to perform the duties of the position the probationary employee is vacating, or unless the position that the probationary employee is vacating is being eliminated altogether.
- B. If further reduction of staff is necessary, then employees in specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as herein after provided. Layoffs made pursuant to this section shall be made

in the inverse order of seniority (i.e. those with the least seniority are to be laid off first).

- C. A non-probationary employee who is laid off pursuant to this article has the right to be placed in a vacant bargaining unit position for which he is certified and qualified to fill. If there is not a vacant bargaining unit position available, the laid off non-probationary employee may be placed in a bargaining unit position occupied by the least senior employee provided the laid off employee is certified and qualified for the position. The Board shall determine which position the senior employee shall occupy in conformance with the qualification standards promulgated and adopted by the Board. At the completion of the school year during which a recalled employee has been placed in a vacant position, the position will be posted and filled through the procedure set forth in Article 16. Hiring, Vacancies, and Promotions.
- D. A laid off bargaining unit member shall, upon application, be granted priority status on the Board substitute list.
- E. The Board shall give no less than thirty (30) calendar days written notice to the employee being laid off. Notice will be provided by certified mail, return receipt requested, to the employee's last known address. A copy of the notice will be give to the Union President.
- F. In the event of a necessary reduction in staff, the Board agrees to actively consider all requests for leaves of absence as an alternative to staff reductions.

2. Recall Procedure

Recall of employees shall normally be in the inverse order of layoff (i.e. those laid off last will be recalled first) provided, however, than an employee shall be certified and qualified for the specific position to which the employee is being assigned.

- A. A laid off bargaining unit member shall be considered laid off until he is reinstated in the Board.
- B. Refusal of an offer from the Board for a position for which the employee is certified and/or qualified, or failure to respond within ten (10) business days of the receipt of a written offer of such a position, or failure to notify the Board that the employee wishes to remain on the list for recall prior to August 1st of each calendar year, shall be cause for termination of said employee and

absolve the Board of any obligation to recall that employee at any time in the future.

C. Notification of a recall shall be in writing with a copy given to the Union President. The notification shall be sent by certified mail, return receipt requested, to the employee's last known address. It shall be the responsibility of each bargaining unit member to promptly notify the Board of any change of address.

3. Unemployment Pay

So that an employee does not receive more than the total of his normal contractual pay during a year, the Board may include unemployment compensation paid to an employee who is laid off and subsequently recalled as part of the employee's contractual pay for the year of the recall.

ARTICLE 18. LEAVE DAYS

1. Sick Leave

Sick leave is to be used by an employee when he is unable to work due to his illness or injury, or as otherwise stated in this Agreement.

Each school year employees will be allocated five (5) sick days at the beginning of the school year and the remaining five (5) sick days when the District returns from the December calendar break. For each 20-day period that an employee works beyond the usual schedule of a school year employee, the employee shall earn one (1) additional sick leave day. In no case shall an employee earn more than twelve (12) sick leave days in any one (1) year.

Under extenuating circumstances, an employee who does not have enough available sick leave to cover his absence may "borrow" up to the amount of sick leave days that he is still able to earn during the remainder of the school year. Should an individual leave employment before earning enough time to pay back borrowed sick leave time, the appropriate adjustments will be made on his final paycheck(s), or the employee may be required to submit repayment to the Board.

Sick leave shall accumulate form one (1) year to the next; however, carryover of sick leave days shall not exceed sixty (60) days per year.

2. Family Illness Absences

A. Family illness absences may be used for serious illness in the employee's immediate family that is of a nature to warrant the employee's presence. The immediate family shall be interpreted as: Spouse, Child, Mother, Father, Sister, Brother, Grandmother, Grandfather, Dependent, or member of the employee's household with whom the employee maintains a family relationship. The required care must be such as would be prescribed by a physician or required by incompetence of the family member requiring care.

B. Such family illness absences shall not exceed three (3) days per year, unless approved at the discretion of the Superintendent, or his designee. Such days shall not be deducted from the employee's accumulated sick leave.

3. Jury Duty or Subpoenas

An employee called for jury duty or a work-related subpoena to give testimony shall be compensated for the difference between his regular pay and pay received for the performance of such obligation. Excused time will be for actual travel and time necessary to perform said obligation. Total compensation received shall not exceed the normal daily rate of pay for the employee, excluding reimbursement mileage.

4. Union Leave

A. At the beginning of every school year, the Union shall be credited with seven (7) days to be used by employees who are officers or agents of the Union. Such use shall be at the discretion of the Union. The Union agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave whenever possible, and shall reimburse the Board for the cost of a substitute.

B. Approval of Union leave shall be contingent upon the availability of an appropriate substitute, if one is required to cover the position.

5. Annual Leave

An employee selected to work twenty (20) or more days in the "summer program" in accordance with the provisions of article 16, Section 6. may elect to utilize up to ten (10) days of unpaid annual leave. An unpaid annual leave request must be approved in advance by the immediate supervisor and will be approved only if it will not interfere with the normal work schedule.

6. Personal Leave

With prior approval from their immediate supervisor, employees may use personal leave to conduct personal business that cannot otherwise be taken care of during non-work time, or for medical, dental, or other appointments.

Employees can earn up to two (2) personal days per school year. Personal leave must be used in the year that it is earned, except that employees may carry over one (1) personal day to the subsequent school year so that a maximum of three (3) personal days could be available in one (1) year. Personal leave may be used in multiples of one-quarter (1/4) hour.

Employees shall not be permitted to use personal leave the workday before or after a holiday, except by authorization of the Superintendent, or his designee. Employees requesting such authorization must do so in writing at least five (5) days before the requested date(s).

7. Definition of Leave Days

- A. Leave days shall be defined as the number of hours in the employee's average scheduled workday. Average scheduled workday shall be defined as a total number of scheduled work hours in one (1) day, divided by five (5) days.
- B. Accrued leave shall be stated in terms of hours based on the employee's scheduled assignment.
- C. Leave time may be used in multiples of one-quarter (1/4) hour, unless otherwise provided in this Agreement.

ARTICLE 19. LEAVES OF ABSENCE

- 1. Following one (1) year of employment, an employee may request, and upon approval of the Board be granted, a leave of absence without pay and without benefits, not to exceed (1) year, subject to renewal at the discretion of the Board, for:
 - A. Serving in any elected or appointed position of the Board;
 - B. Illness leave extensions after Family Medical Leave Act (FMLA) exhaustion;
 - C. Educational leave;
 - D. Military leave;
 - E. Work experience leave;

2. Requests for extensions must be submitted in writing thirty (30) days prior to the expiration of the leave.

3. Upon return from leave, the employee shall be returned to the position he held at the time the leave of absence was granted, or to a similar position to which his seniority and qualifications entitle him.

4. Bereavement Leave

A. Up to five (5) days paid bereavement leave may be granted in any one (1) case due to the death of any of the following. Such leave shall not be deducted from an employee's accumulated leave time.

- | | |
|------------|------------------------|
| a. Spouse | e. Step-Child |
| b. Child | f. Member of Household |
| c. Parent | g. Step-Sibling |
| d. Sibling | h. Step-Parent |

B. Up to three (3) days paid bereavement leave may be granted in any one (1) case due to the death of any of the following. Such leave shall not be deducted from an employee's accumulated leave time.

- | | |
|--|----------------|
| a. Grandchild | b. Grandparent |
| c. In-Law (father/mother, daughter/son, brother/sister or steps) | |

C. Up to one (1) day paid bereavement leave may be granted in any one (1) case due to the death of any of the following. Such leave shall not be deducted from an employee's accumulated leave time.

- | | |
|-----------------|-------------------|
| a. Aunt / Uncle | b. Niece / Nephew |
| c. Cousin | |

D. Up to one (1) day bereavement leave may be granted in any one case due to the death of a close friend or relative other than those identified above. Such leave will be deducted from the employee's available vacation, personal or sick leave, at the discretion of the employee.

E. Additional bereavement leave may be granted when extenuating circumstances exist. Requests for additional bereavement leave shall be approved by the Superintendent, or his designee. Such additional leave shall be deducted from the employee's available vacation, personal or sick leave, at the discretion of the employee.

F. Requests for use of bereavement leave must be submitted to an employee's immediate supervisor on forms provided by the Board and shall state the relationship and amount of leave time requested.

G. Final approval or disapproval of a bereavement leave request shall rest entirely with the Superintendent, or his designee.

5. Extended Sick Leave

An employee who is unable to work because of personal illness or disability, and who has exhausted all available sick leave, may be granted a leave of absence without pay and benefits for the duration of such illness or disability up to a maximum of one (1) year. The leave may be renewed for an extended period upon written request by the employee and with the right of the Board to verify the reasons advanced for the leave. At the Board's discretion, the employee may be required to submit to a physical examination by a physician selected by the Board and the Board's expense.

An unpaid leave up to one (1) year shall be granted to an employee for the purpose of childbirth, adoption, or child care.

Upon returning from such leave the employee shall be placed at the same position on the salary schedule that the employee held prior to beginning the leave. An employee returning from an unpaid leave of absence may be required to wait until the beginning of the next semester to return to work.

ARTICLE 20. DISCIPLINE AND PROFESSIONAL BEHAVIOR OF EMPLOYEES

1. Employees are expected to comply with all rules, regulations, and directives adopted by the Board or its representatives that are not in conflict with the provisions of this Agreement. An employee may refuse to carry out an order which threatens his or another's physical safety or well-being.
2. Non-probationary employees shall be not disciplined or discharged without just cause and due process. For the purpose of this Article, due process shall mean the opportunity to be made aware of the charges and to offer a response.
3. If an employee is to be disciplined or reprimanded by the Board, he shall be entitled to have a Union representative present.

ARTICLE 21. TEACHING CONDITIONS

1. The Board agrees that supervisors shall assign to each new employee a mentor who shall be an experienced employee for the purposes of advising of significant information related to job responsibilities and this Agreement.
2. If the Board develops job descriptions, it will provide employees with a copy and distribute a copy to the Union President.
3. At the beginning of each fiscal year, the administration shall inform staff members of the budget for their program(s). This information will indicate amounts allotted for supplies and materials. Employees will be informed of the manner in which requisitions shall be made and the administrative procedures governing the issue. Prior to presenting budget figures to employees, the Board shall accept teacher input; however, authority for actual appropriations shall rest with the Board.

ARTICLE 22. EMPLOYEE BENEFITS

1. Definition of Benefits

The Board considers, but does not limit, the following items as Board-provided benefits: Medical Insurance, Dental Insurance, Life Insurance, Disability Insurance, Cash Option, Vision Reimbursement, Tuition Reimbursement, Leave Time, and Professional Organizations and Literature.

2. Employee Eligibility

- A. To be eligible for 100% of available Board-provided benefits, employees must be assigned to work at least an average of thirty (30) hours per week.
- B. To be eligible for 50% of available Board-provided benefits, employee must be assigned to work at least an average of twenty (20) hours per week.
- C. Employees who are assigned to work less than an average of twenty (20) hours per week are not eligible for Board-provided benefits.
- D. Employees who are assigned to work less than an average of thirty (30) hours per week at the time the 2006-2009 Agreement was ratified will be grandfathered in at the level of health insurance benefits they have on that date. However, a future reduction in their hours will subject them to the eligibility requirements that exist at the time of the reduction in their hours.

- E. When both spouses are employed by the Board, one, if eligible, shall be allowed to carry the benefits for the other (and all other eligible family members), and the second shall not be allowed to receive the cash option in lieu of benefits.
- F. Eligible dependents, as defined by the Internal Revenue Service code, may be enrolled in Board-provided benefits. However, an employee's spouse may not enroll in health and/or dental coverage with the Board if the spouse's employer provides a subsidized plan for which the spouse is eligible. ("Subsidized" means the employer contributes toward the cost. The Board also considers the plan subsidized if a spouse's employer provides a financial incentive for opting out.) However, employees' spouses who were enrolled in the Board's medical plan as of July 1, 1996 shall be permitted to continue in the plan. However, if the spouse leaves the Board's plan, he shall not be permitted to later re-enroll if he is eligible for coverage through his employer.

3. Effective Date of Coverage

- A. If the employee enrolls in the program and completes all necessary forms and requirements on or before the twelfth (12th) day of the month, the employee shall be covered from the date of enrollment, or as otherwise provided by the individual type of insurance contract.
- B. If the employee enrolls in the program and complete all necessary forms and requirements on or after the thirteenth (13th) day of the month, the employee shall be covered from the first (1st) day of the following month.
- C. No employee shall be covered by the benefit program prior to the date on which employment actually begins.
- D. So as to encourage employees who intend to resign prior to the start of a new school year to provide advance notification, employees who notify the Supervisor of Business Services/Human Resources by June 30th that they will not be returning will be allowed to continue their medical and/or dental insurance coverage through the end of August. This does not apply to retiring, laid off, or involuntarily terminated employees, or to those employees, who are, or become, covered under another health insurance plan.

4. Employee Participation and Payment of Premiums

Employees may participate in Board approved:

- A. Medical Insurance, also available for eligible dependents.
 - 1. Effective July 1, 2011, the Board shall offer the Community Blue PPO - Plan 15 from Blue Cross Blue Shield of Michigan. The plan has a \$2,500/\$5,000 deductible, prescription co-pay of \$10/\$40, office visit co-pay of \$30 and emergency room co-pay of \$100. The Board will fund the entire \$2,500/\$5,000 deductible for in-network services only.
 - 2. Annually, the Board reserves the right to review proposed changes in medical insurance carriers, deductibles and/or co-payments with the union representatives. Any agreed upon changes or modifications will be in the form of a letter of agreement.
 - 3. Effective July 1, 2011, the Board shall establish a base contribution amount of \$304 per month for single subscriber, \$709 per month for two-person coverage and \$873 per month for full family coverage.
 - 4. The Board and the employee will share 50% (Board) and 50% (employee) in the cost of the premium that is in excess of the Board's base contribution amount.
 - 5. Employee contributions toward medical insurance premiums shall be allowed to be part of the District's section 125 plan and deducted through payroll on a pre-tax basis.

- B. Dental insurance, available also for eligible dependents
 - 1. Employees hired prior to November 1, 2003, who were enrolled in the Ultra-Dent insurance plan prior to January 1, 2004, and who remain continuously enrolled in a district dental plan, shall be grandfathered in at the level of coverage provided under the Ultra-Dent plan, which is 100% for basic services, 90% for major services, and 90%(with lifetime maximum of \$1,500) for orthodontic services.
 - 2. Employees hired on or after November 1, 2003, or those who were not enrolled in a District dental plan, shall be offered the Incentive Plan, which provides for coverage at 50% for basic and major services during the first year and increases by 10% each succeeding benefit year when covered participants visit the dentist at least once during the calendar year for a regular exam. Orthodontic services are covered at 80%, with a lifetime maximum of \$1,500, under the Incentive Plan.
 - 3. The Board shall contribute the total cost of dental insurance.

- C. Group term life insurance, available for the employee only.

1. The Board shall provide a \$20,000 group term life insurance policy, including accidental death and dismemberment.
2. The Board shall contribute the total cost of the premiums for employee group term life insurance.

D. Long-term disability insurance, available for the employee only.

1. Board-provided long-term disability insurance shall provide a benefit level of 66 2/3% of wages after 90 calendar days, up to a monthly maximum of \$5,000.
2. The Board shall contribute the total cost of the premiums for employee long-term disability insurance.

E. Cash option in lieu of medical and dental insurance.

1. The amount shall be \$2,500 annually.

F. Vision reimbursement, available also for eligible dependents.

1. The benefit shall be limited to two hundred fifty dollars (\$250) per employee, including dependents, per benefit period of every two (2) years. Reimbursement shall be made only upon presentation of a receipt for eye examination, contacts, glasses and/or frames not covered under the medical insurance plan.

G. Flexible spending accounts, available also for eligible dependents.

1. Employees may elect to participate in a Flexible Spending Account, which the District intends to qualify as a part of a Section 125 plan. Contributions in to Flexible Spending Accounts are entirely the employee's responsibility. The District agrees to pay the administrative costs associated with the processing of these. Continuation of Flexible Spending Account shall remain at the sole discretion of the Board.

5. Employee Responsibility

A. Each employee is responsible for making proper application for the insurance programs offered by the Board.

B. Each employee is responsible for maintaining a thorough knowledge of the insurance contracts and the coverage offered.

C. In accepting the employee insurance programs, each employee agrees to abide by the rules and regulations of the Board, the insurance carrier(s), and the servicing agent(s).

6. Board Responsibility

A. All insurance benefits are subject to the terms and conditions of the insurance policies, and any claims shall be made against the insurance carrier. The employee must comply with all requirements for coverage specified by the insurance carrier, including those for enrollment and active employment.

B. The Board, by its contribution toward the premium payments, will be required to provide the insurance coverage in which an eligible employee has enrolled, shall be received from all liability with respect to the benefits provided by the insurance coverage described herein.

7. Duplicate Coverage

Insurance contracts entered into by the Board shall contain duplicate coverage, or coordination of benefits, clauses.

ARTICLE 23. OTHER COMPENSATION

1. Tuition Reimbursement

Annually, a total of \$10,000 will be available for tuition reimbursements. These funds will be used for approved advanced coursework that is relevant to the employee's current and future assignment. Employees must submit a request for reimbursement on the district's tuition reimbursement form via email to the Supervisor of Business Services/Human Resources and receive written approval to utilize these funds. After June 30th, all funds will be equally divided among qualifying employees. Reimbursement will occur only after the successful completion of the course.

When the Board agrees to pay for education costs, the affected employee shall enter into an equitable written agreement whereby the employee is committing to a period of continued employment with the Board of at least two additional school years. Failure to honor the commitment shall subject an employee to reimbursing the Board for the additional education cost or a portion thereof. The Union President will be provided with copies of such written agreements.

2. Salary Schedule Category Qualifications

All advanced coursework must be approved by the Board.

A. For an employee to qualify for a higher salary level on the salary schedule, all advanced study hours must be in the employee's scope of job responsibility or in a program sanctioned by an accredited college or university leading to a graduate degree relevant to the scope of job responsibility.

B. Undergraduate or graduate classes that are needed for specialized employment proficiencies, or taken at the request of the Board, or deemed valuable to the employment assignment, will be applied to qualify an employee for a higher salary level on the salary schedule.

C. Advancement on the salary schedule will occur twice per year following the receipt of notification from the granting institution. Notification received prior to October 1st will be made retroactive to the beginning of the school year. Notification received before March 1st will be made retroactive to the beginning of the second semester of school.

1. Where a degree is earned, the notification can be either the office degree statement or a letter from the registrar stating that all requirements for degree attainment have been fulfilled.

2. Where credits are earned, notification can either be a transcript from the registrar or the office grade report.

3. Mileage

Employees using their own vehicle in the course of approved school-related business and travel shall be compensated an amount equal to the rate approved by the IRS.

All mileage reimbursements must be turned in on a monthly basis, and no later than July 15th for the prior school year.

4. Conference Expenses

The Board shall reimburse an employee for travel, lodging, meals, and registration fee for conferences, workshops, seminars, and similar approved functions when approved by the Superintendent, or his designee. The pre-approval rate of reimbursement shall be at the discretion of the Superintendent, or his designee.

5. Certification

It shall be the responsibility of each employee to maintain the minimum professional requirements for necessary certification. The Board shall reimburse the employee for receipted tuition expense(s) incurred to meet such certification requirements in accordance with the provisions of Article 23, Section 1.

6. Longevity Allowance

Eligible, full-time employees who have fifteen (15) or more years of service with the Board shall receive a longevity allowance. The longevity allowance will be a lump-sum payment made not later than the last check of the fiscal year and will be paid to eligible employees who are on payroll at the time of the payment of the last check of the fiscal year. The allowance shall equal 1% of the employee's annual salary as set forth in the salary schedule for the appropriate year.

To be eligible for a year of service, an employee must have worked at least seventy percent (70%) of the scheduled time of a full-time, school year employee as defined in Article 3 of this Agreement. Time off during the school year in pursuant to Article 18 or Article 19 of this Agreement shall be treated as time worked.

ARTICLE 24. SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE 25. REVIEW COMMITTEE

1. Representatives of the Board and the Union shall meet informally once a month from September through May for the purpose of reviewing the implementation of this Agreement and of resolving problems which may arise. Additional meetings may be scheduled at mutual request. Meetings in December and January are optional.

2. Employee representatives shall be selected by the Union, and Board representatives by the Superintendent, or his designee. The Union and Board representatives shall separately designate a chairperson who shall serve concurrently as co-chairpersons. Each

chairperson shall submit items for discussion to the other chairperson one (1) week in advance of the scheduled meeting.

3. The meetings of the Review Committee are not intended to bypass the grievance procedure outlined in this Agreement.

4. Agreements arrived at by the Review Committee shall be reduced to writing in the form of memoranda of understanding and submitted to the Union and the Board for approval. Upon approval by the Union and the Board, the memoranda shall become part of the Master Agreement for the duration of the Agreement.

ARTICLE 26. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Board and the Union. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 27. REPRODUCTION OF AGREEMENT

As soon as administratively possible, the Board shall execute and reproduce sufficient copies of this Agreement such that each Union member is able to receive one and such that an adequate number of additional copies are available for future hires and/or administrative needs. The cost of reproduction shall be split equally between the Board and the Union.

ARTICLE 28. DURATION

All articles of this Agreement shall be effective upon ratification through June 30, 2014. Either party may terminate this Agreement as of June 30, 2014, by giving written notice to the party on or before March 1, 2014. If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one (1) year, unless and until written notice of termination is given on or before March 1st, on any subsequent contract anniversary day.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives this day June 27, 2011.

FOR THE BOARD

FOR THE UNION

President of the Board _____	President of the Union <u>[Signature]</u>
Secretary of the Board <u>[Signature]</u>	Secretary of the Union <u>[Signature]</u>
Team Member <u>[Signature]</u>	Team Member <u>[Signature]</u>
Team Member <u>[Signature]</u>	Team Member <u>[Signature]</u>
Team Member <u>[Signature]</u>	Team Member <u>[Signature]</u>
	Team Member <u>[Signature]</u>
	Team Member _____

COMPENSATION STRATEGY

1. Compensation: In compliance with Michigan Law, the change to the salary schedule reflects the opportunity to earn performance pay based upon parameters established by the Board and the Union representatives. The following factors apply:
 - a. All members will receive a 1.25% increase to the 2010-11 base salary, effective for the 2011-12 school year.
 - b. All members will have the opportunity to earn performance pay annually. The maximum amount of annual performance pay that can be earned is \$500 for specialized assistants and \$2,000 for teachers and itinerant staff, and will be paid as an off-schedule payment in late spring.
 - c. All members will move to a four tier salary schedule beginning with the 2012-13 school year.
 - i. For the **teachers and itinerant staff**, the previous contract's five lanes are consolidated to three. BA and BA+18 are combined and MA+15 and MA+30 are combined. The four tier, three lane salary schedule is as follows;

TIER	BA/BA+18	MA	MA+15
ENTRY	\$37,000	\$40,000	\$43,000
33%	\$45,000	\$48,000	\$51,000
66%	\$53,000	\$56,000	\$59,000
MAXIMUM	\$61,000	\$64,000	\$67,000

- ii. For the **specialized assistants**, the four Tier hourly rate schedule is as follows;

TIER	Hourly Rate with Certification
ENTRY	\$21.51
33%	\$23.04
66%	\$24.58
MAXIMUM	\$26.11

- iii. Movement will take place over the course of the four year contract. Some members will be permanently placed on the next tier after one performance payment. Others may need to earn multiple years of performance pay before being permanently placed on the next tier. This is dependent on the member's beginning 2011-12 salary. Members will continue to earn their 2011-12 salary plus performance payments, until placement on a new tier. (See appendix A for examples).
 - iv. Members will be placed on a new tier once the cumulative total of earned performance payments matches or exceeds the difference between their current salary and the next higher Tier.
 - v. Once placed on a new tier, members will still be eligible to earn annual off-schedule performance payments.
- d. All members hired between June 27, 2011 and June 30, 2012 will be hired based on educational level and years of experience and will be placed on the following schedule. In 2012-13, movement to the tiers, as described in c (i) and c (ii) will begin.

TEACHERS AND ITINERANT STAFF

TIER	BA/BA+18	MA	MA+15
ENTRY	\$35,917	\$39,053	\$41,242
33%	\$43,269	\$47,326	\$49,295
66%	\$50,620	\$55,600	\$57,347
MAXIMUM	\$58,194	\$64,124	\$65,644

SPECIALIZED ASSISTANTS

TIER	Hourly Rate with Certification
ENTRY	\$21.51
33%	\$23.04
66%	\$24.58
MAXIMUM	\$26.11

APPENDIX A

COMPENSATION STRATEGY EXAMPLES

Example 1: 2010-11 BA2 salary \$35,650

		Base Pay	Cumulative Perf. Pay
2011-12	1.25% increase	\$36,096	
2011-12	Performance Pay (\$1,000)		\$1,000

Base pay plus performance pays takes the member over the \$37,000 which is the base of the next tier. Therefore, in 2012-13, base pay permanently becomes \$37,000.

2012-13		\$37,000	
2012-13	Performance Pay (\$1,500)		\$1,500
2013-14		\$37,000	
2013-14	Performance Pay (\$2,000)		\$3,500
2014-15		\$37,000	

In this example, base pay was permanently changed in 2012-13, the member will need to earn a cumulative total of \$8,000 of one-time performance payments before base pay permanently changes again to \$45,000 which is the base of the next tier.

Example 2: 2010-11 MA8 salary \$52,097

		Base Pay	Cumulative Perf. Pay
2011-12	1.25% increase	\$52,748	
2011-12	Performance Pay (\$2,000)		\$2,000
2012-13		\$52,748	
2012-13	Performance Pay (\$1,500)		\$3,500

Base pay plus cumulative performance pay takes the member over the \$56,000 which is the base of the next tier. Therefore, in 2013-14, base pay permanently becomes \$56,000

2013-14		\$56,000	
2013-14	Performance Pay (\$2,000)		\$2,000
2014-15		\$56,000	

In this example, base pay was permanently changed in 2013-14, the member will need to earn a cumulative total of \$8,000 of one-time performance payments before the base pay permanently changes to \$64,000.

Example 3: 2010-11 MA13 salary \$63,647

		Base Pay	Cumulative Perf. Pay
2011-12	1.25% increase	\$64,443	
2011-12	Performance Pay (\$2,000)		\$2,000
2012-13		\$64,443	
2012-13	Performance Pay (\$500)		\$2,500
2013-14		\$64,443	
2013-14	Performance Pay (\$2,000)		\$4,500
2014-15		\$64,443	

In this example, base pay was permanently changed in 2011-12. The \$64,443 will remain the base pay since this exceeds the maximum salary for the MA tier of \$64,000. The member continues to be eligible to receive one-time performance payments. Base pay will not be reduced to \$64,000.

Example 4: 2010-11 Specialized Assistant Step 2 \$29,113 (\$22.36/hr working 1302 hours)

		Hourly Rate	Cumulative Perf. Pay
2011-12	1.25% increase	\$22.64/hr	
2011-12	Performance Pay (\$500)*		\$ 500
2012-13		\$22.64/hr	
2012-13	Performance Pay (\$500)		\$1,000

This takes the member over the \$23.04 hourly rate of the next tier. Therefore, in 2013-14, base hourly rate becomes \$23.04/hour

2013-14		\$23.04/hr	
2013-14	Performance Pay (\$400)		\$ 400
2014-15		\$23.04/hr	

*For specialized assistants, the annual \$500 performance pay equates to .38/hr. based on the standard 1302 hours worked per year.

APPENDIX B

GRIEVANCE FORM

This form should be submitted to the Supervisor in Duplicate.

Grievance # _____ Date Filed _____

School District _____ Building _____

Grievant's Name _____ Assignment _____

STEP 1

A. Date Cause of Grievance Occurred: _____

B. Specific Article and Page on of Contract Violated: _____

C. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature

Date

GRIEVANCE REPORT FORM (CONT.)

STEP 2

A. Disposition by Supervisor: _____

B. Position of Grievant and/or Federation: _____

Signature

Date

STEP 3

A. Date Received by the Superintendent or Designee: _____

B. Disposition of the Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Federation: _____

Signature

Date