

MASTER AGREEMENT

between

**ST. CLAIR COUNTY
REGIONAL EDUCATIONAL SERVICE AGENCY**

and

THE MULTI-EMPLOYER BARGAINING UNIT

and

**INTERMEDIATE EDUCATION ASSOCIATION
MEA/NEA**

July 1, 2009 - June 30, 2012

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WITNESSETH

WHEREAS, THIS AGREEMENT, dated June 09, 2009, by and between the Intermediate Education Association (the "IEA" or "Association") affiliated with the MEA, and

The St. Clair County Regional Educational Service Agency;
The Industrial Technology Academy;
The Information Technology Academy of St. Clair County;
The Hospitality Academy of St. Clair County; and
The Health Careers Academy of St. Clair County

All of which constitute a single multi-employer bargaining unit and each of which hereinafter shall be referred to as the "Board" or the "District" or collectively referred to as the "Boards" or the "Districts," unless otherwise specifically identified.

WHEREAS, the Boards have statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and condition of employment and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement.

IN CONSIDERATION OF the following mutual covenants, IT IS HEREBY AGREED as follows:

ARTICLE I

Recognition

The Boards recognize that the Michigan Education Association, through its local affiliate the Intermediate Education Association (IEA), is the sole and exclusive negotiating representative for all professional teaching personnel with regular, special education and/or vocational certification employed by the Districts; including, but not limited to, social workers, psychologists, math, reading, placement and assessment consultants, counselors, physically impaired, emotionally impaired and curriculum consultants, speech therapists, language, occupational therapists and physical therapists, media specialists, curriculum resource consultants, and vocational education specialists excluding any unpaid curriculum intern, paraprofessional, teacher aide, substitute teacher, all supervisory personnel, and extended day/year teachers not on the regular staff. Also excluded are teachers employed by another district (other than those listed above), a portion of whose time is purchased by the Districts to provide services to constituent districts. All teacher positions, including newly created teaching positions, will include the IEA as the bargaining agent on the posting.

The Boards agree not to negotiate with any faculty organization or individuals eligible for membership in the Intermediate Education Association for the duration of this Agreement.

The term employee or employees, when used hereafter shall refer to all members of the bargaining unit as defined above. Also, any references to males includes females.

ARTICLE II

Section 1 - Financial Responsibility

(A) The Districts and the Association recognize that membership in the Association is not compulsory for employment with the Districts, however, it is recognized that the Association represents all the employees in the bargaining unit whether or not the employee is a member of the Association. Each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association.

(B) Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

(C) Upon written authorization by a bargaining unit member or pursuant to paragraph E, the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deduction will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Money so deducted will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.

(D) Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the MEA policy and procedures and applicable court decisions. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

(E) If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

(F) Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification from the Association and if the following has occurred:

1. The employee has not challenged the fee within the time limits allowed, or
2. The employee has challenged the fee in court and has exhausted the appeal procedure or has not appealed to the next step within the time limits allowed and
3. The employee still refuses to pay such fee or the fee as adjusted by the court.

(G) The Boards will provide each teacher a copy of the Agreement at the time the teacher is recommended to the Board for employment.

(H) The Association and MEA/NEA agree to indemnify and save the Boards, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or

Article II, Section 1 (continued)

administrative agency costs that may arise out of, or by reason of action by the Boards for the purpose of complying with Article II, Section 1, of this Agreement.

Section 2 - Seniority

(A) Seniority is hereby defined as the length of continuous service in an IEA position with the Districts as of the date of last hire. No more than one (1) year seniority shall be accrued in any one twelve (12) month period. No seniority shall be given for the months of July and August. One tenth year seniority shall be given for each month of employment. In making this determination, a person hired on or before the 15th of the month shall gain credit for that month. All employees working at the end of the school year or during any part of June shall receive credit for the month of June. Part-time and job share employees shall accrue seniority at the same rate as full time employees effective July 1, 1991. Academy employees may accrue seniority only within their respective Academy. Each employer will maintain a seniority list reflecting the actual last hire date within their respective Academy/employer. The seniority start date within the employer groups will be the actual hire date rather than membership into the multi-employer bargaining unit.

(B) A bargaining unit member shall retain his/her seniority for two (2) years if: the member retires, resigns, is discharged for just cause, or transfers from an IEA unit position for a period of two (2) years and/or accepts a non-IEA supervisory position. This section shall not affect or diminish the tenure rights of any District employee.

In case of layoff, bargaining unit members so affected shall continue to accumulate seniority for a period of thirty-six (36) months and, for employees to which tenure rights apply, such rights shall be retained pursuant to the Michigan Teacher Tenure Act.

(C) Seniority shall accrue for IEA members on various forms of leave of absence as are set forth in said Section, but for the original grant of leave only and not for any extension.

(D) No later than thirty (30) days following ratification of this Agreement by both parties, the Boards will provide the IEA with seniority lists. Revisions and updates of the seniority lists shall be published and posted conspicuously in all buildings as they are made. In cases where more than one IEA member has the same length of seniority, the member with the earlier start date (first day of work) shall be more senior. In cases where more than one IEA member has the same length of seniority and a common start date, there shall be a drawing to establish placement on the seniority list. The drawing shall occur at an announced time and date and shall be open to all IEA members. The names of all IEA members having the same start date, shall be placed in a receptacle. Each of the members having a common start date, shall remove a name from the receptacle in an order approved by the involved IEA members. The name of the member first drawn shall have greatest seniority, followed by the second name drawn, third name drawn, etc., until all names have been removed from the receptacle.

Article II (continued)

Section 3 - Association Rights

(A) The Association shall have the right to use school buildings at reasonable times for Association meetings so long as such does not interfere with or interrupt the school operations. The Association shall request use of school buildings from the building administration.

(B) Duly authorized representatives of the Association shall be permitted to use school facilities and equipment including typewriters, mimeograph machines and other duplication facilities at reasonable times so long as this shall not interfere with the operations of the school. If there are any costs involved in the use of such equipment, the Association agrees to reimburse the District for the costs thereof.

(C) The Districts agree to provide one bulletin board in each building for Association use. The Association shall have the right to post notices of Association activities and matters of Association concern on such bulletin boards. The Association may use District mail service, including members' mail boxes, for communications to members.

(D) The Boards agree to furnish to the Association on a timely basis, in response to reasonable requests, information required to be supplied pursuant to the Michigan Freedom of Information Act, excluding any information that would be privileged pursuant to the Michigan Right to Privacy Act.

(E) The President of the IEA, and/or his/her designee, shall be allowed to process grievances arising out of this Agreement during regularly scheduled working hours, providing that such processing is done at times when students are not in session and that it does not interfere with regularly scheduled building meetings.

(F) Annually, the Association shall have ten (10) membership days. An IEA member selected by the Association will be released from regular duties without loss of salary for Association business. The Association agrees to pay the substitute rate for each day used for this purpose after the first eight (8) days. The Association President or his designee shall arrange for each leave through the Superintendent's office with notice of the need for such leaves at least forty-eight (48) hours prior to the utilization of leave days as provided in this section, if possible. The notice shall specify the employees affected, the reason(s) for the leave and the duration of the leave. Association days will not be used for picketing at other school districts. When leave for more than two (2) Association members is requested for the same day, the Superintendent must be able to secure adequate substitutes for the additional members over two (2). When application for leaves is made, the notice shall come from the Association President and specify the employees affected, the reason for the leave, and the duration of the leave.

(G) Paid leave time shall be provided any employee of the District to participate in any MERC proceedings directly affecting the Districts with no deductions from leave bank.

Article II, Section 3 (continued)

(H) The Boards will notify the Association President in writing each month of all new hires by providing name, start date (first day of work), building position, salary schedule and step and number of classes/hours working if less than full-time. The
Article II, Section 3 (continued)

Board will also provide a copy of the Superintendent's/Director's monthly personnel report to the Association President.

Section 4 - Boards Rights

The Boards hereby retain all rights, powers and authority vested, exercised or had by it prior to the date hereof except as specifically limited by this Agreement. The Boards in the exercise of these rights, powers, authorities, duties and responsibilities shall be consistent with constitutional provisions and with the terms of this Agreement. The Districts shall have the right to make and enforce reasonable rules and regulations not inconsistent with the provisions of this Agreement. The choice, control and direction of the supervisory staff is vested exclusively in the districts.

Section 5 – Bargaining Unit Members Rights

(A) Anticipated changes in any instructional program will be discussed with the involved instructor(s) providing him/her with an opportunity for input prior to the time a specific recommendation is made to the Boards of Education requesting approval of the change.

(B) No bargaining unit member shall be the subject of public inquiry or complaint as an agenda item at a Board of Education meeting, whether regular or special, nor shall the program of any bargaining unit member be the agenda topic of public inquiry or complaint by persons not duly elected to the Boards unless the member shall have received one (1) week's written notice of the same. At the request of the employee in question, and providing that the "Open Meetings Act" will not be violated, the Boards shall move to Executive Session, barring all persons not directly involved, from the proceedings. The affected member shall be free to have representation of his or her own choosing, present at all times.

(C) Any complaint against a bargaining unit member by a parent, student, or other persons, shall be fully discussed with the member before any action is taken or decision made which would adversely affect the member. The bargaining unit member shall be given all information in regard to such complaint, including the source and nature of the complaint. The member shall be informed of the handling and/or resolution of the complaint, if resolution of the complaint requires a formal action or a decision which would negatively affect the member.

(D) No bargaining unit member shall be reprimanded in the presence of students or other staff.

(E) A bargaining unit member shall be entitled to have present a representative of the Association for any disciplinary action which is more serious than a written warning. If possible, disciplinary action will not be effectuated until the member has had the opportunity to request the presence of the Association Representative. If the

Article II, Section 5 (continued)

Association Representative is requested and notification of the disciplinary action is given, no more than (2) work days may lapse before such action is taken.

(F) Where disciplinary action is anticipated resulting from an alleged failure of a bargaining unit member to adequately perform their professional responsibilities, the Districts agree that a part of the review and determination shall include observations of member's performance, a review of the basis for the claim of unsatisfactory performance, direction for improvement, and an opportunity to correct the unsatisfactory performance.

(G) In the event that disciplinary action is required beyond written reprimand, the following actions may be implemented:

- (1) Suspension with pay
- (2) Suspension without pay
- (3) Discharge

Disciplinary action shall be consistent with the alleged violation, shall be for just cause, and subject to the grievance procedure.

(H) If, during the period of employment with the Districts, a bargaining unit member has participated in the production of tapes, publications or educational material using District materials and equipment or on District time, and in the event that such material or product is copyrighted, trademarked or sold, the bargaining unit member after reimbursement of expenses to the District which shall be determined by mutual consent of the District and the member, shall receive all other compensation. In all events, the material produced or copyrighted shall be available for internal use within the District without any further expenses. The District and the member shall mutually agree when to copyright or sell such material and the terms of sale.

(I) A bargaining unit member shall, upon request, receive copies of any reports which that member has generated.

(J) The employers shall indemnify and save harmless from any liability bargaining unit members who administer medication or provide medical procedures to pupils.

(K) The bargaining unit member and administrator will determine delegation of medical procedures on an individual student basis. This determination of delegation shall not require a bargaining unit member to perform the identified medical procedure except in an emergency situation. The member shall be required to have medical emergency training.

ARTICLE III

Section 1 - Personnel Files and Records

(A) The Districts shall maintain employment files for each bargaining unit member as required by law. Upon request and to the extent permitted by law, each bargaining unit member shall have full access and will be provided copies of records kept in his/her employment file.

Article III, Section 1 (continued)

(B) The Districts shall respond to requests for copies of records kept in employment files as provided by law.

- (1) The Districts shall comply with an order of the court, an arbitrator, MERC and/or any lawfully issued subpoena requiring the release of any records kept in employee's employment files.
- (2) The Districts shall comply with a request made by a third party pursuant to the Freedom of Information Act or other legal authority to obtain copies of records kept in an employee's employment files in accordance with the following:
 - a. Unless the request is made by the employee or the Association, or the Districts have otherwise received written consent for the release of the requested record(s), the Districts shall promptly notify the employee of the request so that the employee or the Association, on his/her behalf, may initiate legal action in order to prevent the release of the requested records.
 - b. Upon the receipt of a timely written request of the employee or the Association, the Districts shall extend the period for complying with the request as permitted by law.
 - c. To the extent required by law, the Districts shall not release records of disciplinary action which are more than four (4) years old.

(C) In the event material placed in an employee's official personnel file is the basis for disciplinary action that is challenged and not upheld, all material supporting such action and the charges thereon shall be removed from the employee's official personnel file.

(D) The Districts shall maintain records that pertain to a pending grievance matter in a grievance file that is separate from the employee's official personnel file and shall not release such records to a third party unless specifically requested, until final disposition of the grievance. The Districts shall not be precluded from using or relying on such record(s) in a judicial, administrative, grievance, arbitration or other hearing and shall not be otherwise prejudiced by maintaining such records in a separate file.

(E) Evaluations, disciplinary records and letters of complaint shall not be placed in an employee's official personnel file unless a copy of the record has been supplied to and signed by the employee. An employee may submit a written notation regarding any material placed in an employee's official personnel file and have such notation attached to the material.

(F) In the event an employee who is asked to sign material placed in his/her employment files refuses to do so within ten (10) working days of the request, the District may submit the material to an Association representative who shall sign the material within ten (10) working days. Signing material placed in an employee's employment files signifies only notice and receipt thereof and does not signify agreement with the contents of the material.

Article III (continued)

Section 2 - Teacher Instructional Aide Relations

(A) Aide, for the purposes of this section, shall include teacher aides, Program Assistants and instructional technicians.

(B) The Districts will consult with the bargaining unit member, when possible, to whom an aide is to be assigned to allow the member to make a recommendation as to the assignment to be given to the aide. All assignments and transfers of teacher aides shall be at the discretion of the Districts.

(C) A teacher's aide shall be supervised by the bargaining unit member or members to whom the aide is assigned. The member or members to whom the aide is assigned shall have authority to direct the normal daily activities of the aide, to observe the effectiveness of the aide, and to make a recommendation to the administration for the continued employment of the aide.

Bargaining unit members may assist Administrators in performing evaluations of teacher aides, Program Assistants and instructional technicians but shall not be required to complete or sign the formal evaluation.

(D) The Districts will attempt to notify the teacher of the aide to be placed in their room and to allow the teacher to review with the aide the objectives and expectations of that position for that assignment. The Association and the teachers agree to assist the District in the orientation of the aides to their assignments.

(E) All basic instruction classrooms, excluding specialty area classrooms such as music, arts and crafts, shop, life science, gym and swimming, and work training programs at the Woodland Developmental Center, shall be assigned teacher aides as specified in the State Department of Education, Special Education rules and regulations. All other instructional programs at Woodland will be assigned teacher aides as approved by the Board of Education and authorized and reimbursed by the State Department of Education.

(F) At anytime an aide is absent, an attempt will be made to hire a substitute for that aide.

(G) A bargaining unit member may recommend and document in writing the need for an extended work day for the aide to work in his/her program. The granting of the extended day will be solely at the discretion of the districts.

Section 3 - Hiring, Vacancies and Transfers

(A) Hiring

- (1) All hiring of bargaining unit members for the District shall be by the Board, upon the recommendation of the Superintendent. Every attempt will be made to hire the most qualified individuals available and to assign each individual in terms of his/her preparation and experience.

Article III, Section 3 (continued)

- (2) Hiring of Principal of Woodland and/or TEC
A representative of the IEA will be included in the interviewing process for the hiring of the principal of Woodland and/or TEC. The selection of the representative will be done by the IEA Representative Council. The representative will be from the building or program for which the potential administrator is being considered.

(B) Definition of Vacancy

- (1) Permanent Vacancy: Any vacancy in the bargaining unit resulting from leaves of absences of known duration for one (1) semester or more, or termination, retirement, or newly created positions. Permanent vacancies shall be filled through the bid process described in section (C) below.
- (2) Temporary Vacancy: Any temporary open position which is vacant as a result of medical leaves, pregnancy disabilities, funeral or jury leaves, or other short-term leaves of less than one semester. Temporary vacancies may be filled with a substitute.

(C) Permanent Vacancies

- (1) In the event of the creation or vacancy of any professional position, prior notification of such position and a copy of the proposed posting shall be provided to the IEA President.
- (2) All vacancies for positions within the bargaining unit shall be posted internally for ten (10) working days before the position is filled. During summer months, notice of bargaining unit vacancies for the fall term will be mailed to the Association president or designee and to any bargaining unit member who leaves a self-addressed envelope(s) with Personnel before departing for summer break. No position for the fall term shall be filled during the summer prior to August 1, until twenty (20) calendar days notice to the Association has expired. After August 1, the position may be filled after fourteen (14) calendar days from the date of notice to the Association, except as stated in the following paragraph:
The Districts shall not be required to report an extended day/extended year vacancy, if that position has been posted and filled as provided for in this section, and that position has again become vacant.
- (3) The Districts and the Association recognize that when vacancies occur during the school year, it may be difficult to fill them from within the Districts with full time positions without undue disruption to existing instructional programs. If in the judgment of the Districts, such would occur, a vacancy may be filled on a continuing substitute basis until the end of the current semester or until the end of the current school year, at which time the position will be considered vacant and posted as required herein.

(D) Interim or Temporary Hiring

Interim or Temporary hiring may be used for the following:

- (1) Specially funded grant programs or projects.
- (2) In the event that the Districts finds it necessary to create or fill a position on a temporary or interim basis, at the request of the IEA, a rationale shall be provided to the Association as to why it is of limited duration and the

Article III, Section 3 (continued)

anticipated duration. Posting of such interim positions shall follow the guidelines set forth in this contract.

- (3) Present staff shall be given the option to apply for all temporary or interim positions. Should they obtain the position, the IEA member shall retain wages, fringes, and seniority benefits.
- (4) Should a replacement be hired for this IEA member, this replacement shall be of temporary hire for the duration of the temporary interim position only.
- (5) At the conclusion of a temporary position, the IEA member shall have the option to return to the previously held position.
- (6) It is not the intent of temporary hire nor contracted services to displace present staff.
- (7) Temporary or interim instructors shall be considered to be bargaining unit members entitled to the wages, benefits and protection of this/her Agreement, except that they may be released at the end of the temporary commitment without cause and without recourse to the grievance procedure. Temporary instructors shall not accrue seniority or be subject to the recall provisions of this Agreement.
- (8) If a temporary instructor is hired into a full time position, or if he/she is employed for longer than two consecutive years, seniority shall accrue from the original date of hire as a temporary instructor.
- (9) If a student qualifies for care at Woodland and requires homebound services, the position will be posted internally first and filled with a qualified bargaining unit member, if possible, at the extended day rate.

(E) Transfers

- (1) Should a vacancy occur and a bargaining unit member desire a transfer to the vacant position from his/her or her current position, the member shall request such transfer by letter to the Superintendent/Director and the person designated on the posting, stating the reasons for the transfer, the position sought, and the applicant's academic qualifications.
- (2) Voluntary transfers shall be in writing and by the mutual consent of the employee and the District.
- (3) The Association and the Districts acknowledge that involuntary transfers may be required due to lay-offs, recall or leaves of absence of less than one semester. In such an event, the Districts agree to notify the affected instructor and the Association of the need for the involuntary transfer, and reasons and the anticipated duration. Notification shall be given at least ten (10) days prior to the involuntary transfer. The Districts agree to limit involuntary transfer of staff to two semesters; the second semester only when offering proof of need. Second semester action shall be final and non-grievable.
- (4) In the event that a member of the Association receives an involuntary transfer and should that previously held position be re-established or a similar/parallel position become vacant, either full-time or part-time, that individual shall be given the option to transfer back into their previously held position.
- (5) When two or more members of the Association seek a vacant position or request voluntary reassignment to a vacant position, length of continuous service to the Districts shall be the determining factor in making

Article III, Section 3 (continued)

assignments or filling vacancies when all qualifications are equal, including certification, education and experience. The Districts reserves the right to establish the qualifications for each position, and this decision shall not be subject to the grievance procedure. However, the application of this paragraph or the decision to award a position to a particular employee shall be subject to the grievance procedure.

Section 4 - Staff Reduction

(A) In the event of a need to lay off bargaining unit members, the Districts shall make appropriate staff reductions. The Boards shall identify the reasons for staff reductions. The Administration shall review the proposed actions with the Association at least ten (10) days prior to Boards action. The Boards shall determine the number of members to be affected.

(B) The Districts agree to give sixty (60) calendar days notice of intent to lay off prior to August 1 of any school year. Layoff shall be effective as of the end of the school year. Teachers employed on special projects or on programs which are funded on other than a district fiscal year basis shall be notified at least sixty (60) days prior to the end of the project or the project fiscal year of termination or possible termination of the project. The Districts may hire temporary instructors to complete the special funded project or program.

(C) Providing that certification and qualifications are equal seniority shall determine the bargaining unit member or members to be affected by bumping, layoff and recall.

(D) The reduction will be effectuated in the following order:

- (1) Temporary Teachers
- (2) Part Time Teachers
- (3) First Year Probationary Authorized Teachers
- (4) Second Year Probationary/Annually Authorized Teachers
- (5) Third Year Probationary/Annually Authorized Teachers
- (6) Annually Authorized Teachers - 4th year and beyond
- (7) Tenure Teachers - in order of seniority

(E) No new teachers shall be employed by the District while there are bargaining unit members on layoff who are certified and qualified to fill such vacancy. Members on layoff shall be recalled in inverse order to the layoff, provided that the member is certified and qualified.

Recalled IEA members shall be entitled to all sickness and leave benefits accumulated prior to layoff. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.

(F) The Boards shall have no obligation to recall beyond three (3) years after layoff or after Teacher Tenure Act requires whichever is longer.

(G) The Boards shall give written notice of recall from layoff by registered mail notice to the bargaining unit member at the member's last known address. It shall be the

Article III, Section 4 (continued)

responsibility of the member to notify the Board, in care of the respective Human Resource Department, of any change in address. In the event there is no response received to the notice to recall within twenty (20) calendar days, the right to recall terminates.

(H) The Districts shall have final authority to make the determination of qualifications.

(I) If bumping is necessary, all the affected members shall be identified. They shall then be placed in a position for which they are certified and qualified in the following manner:

- (1) Bargaining unit positions affected by the lay-off shall be identified.
- (2) Assignments of employees to the identified vacant positions shall be made in descending order of seniority, with the most senior member being given first choice, provided s/he is certified and qualified.
- (3) Any affected employee who cannot be placed in this manner will bump into the lowest position on the seniority list for which s/he is certified and qualified.

(J) Any IEA member laid off under this section will automatically be added to their respective District's substitute teachers list and will be notified of substitute teaching opportunities within their respective District prior to notification of other substitutes who are not on "laid off" status.

(K) Any IEA member laid off under this section may continue any insurance coverage at his or her own expense up to the limits allowable by the insurance carriers.

(L) For the term of the contract only (expiring June 30, 2009, not subject to extension) in the event of a layoff of any IEA member, covered by this collective bargaining agreement, displaced worker who is qualified as determined by employer (see H above) may exercise bumping rights as it relates to the three existing school to work coordinator positions only. This potential opportunity should not be construed as precedent setting nor should this limited agreement be viewed as created a co-employer or alter ego relationship expressly outlined in this settlement agreement of 2006.

For any positions not expressly provided for in this paragraph, there shall be no bumping rights to any onther employer within the Multi Employer Bargaining Unit.

ARTICLE IV

Section 1 - Unpaid Leaves of Absence

(A) The Districts upon application of the bargaining unit member, may grant an unpaid leave of absence for a period of up to one year for a member to participate in exchange programs with other school districts, states and territories, foreign countries, or to join the Peace Corps, Teaching Corps or Job Corps, or to engage in advanced study in any accredited college or university, or vocational work experience in a field reasonably related to the member's professional responsibility, or to work on an independent project (research, writing, travel). Application for such leave shall be filed by April 1 of the year

Article IV, Section 1 (continued)

(B) prior to the leave. The approval or non-approval of such leave shall be at the sole discretion of the Boards. Such leave, upon written request by the member may, at the

discretion of the Boards, be extended for an additional one year period. Seniority shall accrue during the original grant of leave, but there shall be no seniority accrual for any extension thereof. Bargaining unit members who are not covered by another hospitalization program while on leave may purchase fringes up to the limits of the insurance carrier through the Business Office. There shall be no fringe benefits paid during such leave or any extension. The member shall give written notice by April 1 of their intent to return to employment at the District. The Districts agree to return such member to the same or a comparable assignment to that held by the member before commencement of the leave.

(B) 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. Upon return from such leave, the member shall be placed in employment with the District according to the Soldiers and Sailors Act. A military leave of absence shall be an unpaid leave of absence. Seniority shall accrue but no fringe benefits shall be paid unless the member is called from reserve to active duty service, or drafted, in which case fringe benefits shall continue to the end of the current benefit year or six (6) months whichever is longer.

(C) The Districts may, upon application of any bargaining unit member, grant an unpaid leave of absence for child care purposes, both natural and adoptive. Such leave shall be on written application of the member received at least sixty (60) days prior to the intended commencement of the leave. This time period may be shortened in circumstances agreed upon by the Districts. Such leave shall be for the balance of the school year during which the leave is requested, and may with the consent of the Boards, be extended for an additional one year period. Seniority shall accrue on the original grant of leave, but there shall be no seniority accrual for any extensions thereof. No fringe benefits shall be paid during such leave. The approval or non-approval of such leave shall be at the sole discretion of the Boards. The member shall give written notice by April 1 of his/her intent to return to employment at the District. The Districts agree to return such member to the same or comparable assignment to that held prior to commencement of the leave.

(D) A bargaining unit member who is unable to teach due to personal illness or disability and has exhausted all sick leave available, shall be granted a leave of absence for the duration of such illness or disability up to one year from the date that such leave was exhausted. Upon return to work, the Boards agree to reinstate the member to the same or comparable assignment and will provide insurance coverage as specified in Article VIII, Section 2, for the duration of said leave unless limited by the carrier.

(E) Bargaining unit members on unpaid leave retain all rights and privileges of IEA members, except as specifically limited by this section.

(F) The parties acknowledge and agree newly hired probationary teachers hired after December 24, 1993, may be required to attend career development programs for up to five (5) days per year. Newly hired probationary teachers

Article IV, Section 1 (continued)

who are required (under state law, rules or regulations) to attend such career development programs shall do so without expense to the teacher and additional compensation over their existing salary. Attendance in such programs shall be deemed to be part of the teacher's normal work assignment and is accordingly covered by the individual teacher's salary.

Section 2 - Short Term Leave of Absence

(A) At the beginning of each school year, each bargaining unit member shall be credited with fifteen (15) sick days leave allowance to be used for absences caused by illness or physical disability of the member. Unused portions of sick leave may accumulate up to 230 days. The Districts shall furnish a written statement at the beginning of each year setting forth the total sick leave credit for each member. Illness of an individual member will be charged against the member's individual leave bank.

(B) In addition to the individual member's personal leave bank, the District hereby agrees to authorize additional days, which shall be non-cumulative, up to five (5) days per year to be used for and including the following purposes:

- (1) Illness of a member of the immediate family, which shall include spouse, mother, step-mother, mother-in-law, step mother-in-law, father, step father, father-in-law, step father-in-law, daughter, step-daughter, daughter-in-law, step daughter-in-law, son, step-son, son-in-law, step son-in-law, sister, sister-in-law, brother, brother-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, grandchildren. Also a significant other may be approved by the superintendent/Director. Such leave shall be granted upon prior request, where possible.
- (2) Death of a close friend.
- (3) Medical or nursing care for member of bargaining unit member's immediate family
- (4) Personal business days. Personal business days are not to be used to extend holidays, or other times off or used for leisure time activities. Personal business days must be for that activity that cannot be scheduled outside of working hours. Personal business days shall be limited to two per year. Unused personal business days shall convert to sick leave on July 1 of each year. A personal business day may be used by an IEA member who is unable to report for work due to inclement weather.
- (5) Such other leaves as may be approved by the Districts upon request.

(C) In addition to the leaves specified in (A) and (B) above, the Boards agree to allow up to five (5) days per occurrence to be used in the event of a death in the immediate family as defined in (B)(1) above.

(D) A member may be asked to explain the reasons or justify any leave request for a day immediately before or after a holiday or recess.

(E) Absences due to injury or illness incurred in the course of the bargaining unit member's employment and which is determined to be compensatable under the Worker's Compensation Act, shall not be charged against the member's leave bank for the first 120 days of absence related to such injury or illness. The Districts agree to supplement

Article IV, Section 2 (continued)

Worker's Compensation up to their regular rate of pay. Full pay and benefits package will continue for the first 120 days. After the first 120 days of leave due to such illness or injury, the member may use their accumulated sick days to supplement their worker's compensation and/or LTD income up to their regular rate of pay. For example, if worker's compensation insurance and/or LTD income pays 80% of the member's normal rate of pay, the member may use sick days (or partial sick days) to make up the remaining 20% until the individual member's sick days are exhausted.

(F) Bargaining unit members desiring to attend a conference during the school year, or to make an educational visitation shall obtain the prior approval of the District. If approval is granted, such day(s) will be with pay and without deduction from the short term leave days.

(G) When a bargaining unit member is called for jury service, or subpoenaed to serve as a witness in a court action, he/she shall be given a leave of absence with pay for the time required for such court appearance. Any witness fee resulting from court services shall be paid to the Board. Persons who are dismissed early shall report to work. The Districts reserve the right to request a member to ask for deferral of jury duty if the service dates appear critical to the operation of the Academies, the TEC Center or the Woodland Development Center.

(H) Any bargaining unit member has the right to receive sick leave benefits if he/she becomes disabled for any reason including disability associated with childbirth. In the event the district questions a member's ability to either continue his or her duties or his/her capability to return to work, it may request, at District expense, a medical determination by a physician mutually acceptable to the member and the District.

(I) All fringe benefits and seniority shall accrue during such leaves.

(J) Any other short term leave may be requested as far in advance as possible and, if approved, shall be considered leave without pay.

Section 3 - Sabbatical Leave

Pursuant to Michigan school law, bargaining unit members who have continuously been employed by the Boards for seven (7) years may be granted a sabbatical leave up to one (1) year. During a sabbatical leave, the member shall be considered to be in the employment of the Boards, and shall be paid one-half (½) of his/her scheduled salary as set forth in Appendix A.

Recommendation of bargaining unit members to be granted such leave shall be made by a six- (6) member panel composed of three (3) representatives chosen by the Boards and three (3) representatives chosen by the Association. Upon the recommendation of this committee, the Boards may grant the equivalent of up to four (4) sabbatical leaves. The committee may recommend, and the Boards may approve, additional sabbatical leave if it is in the best interest of the Districts to do so. Non-approval of recommended sabbatical leave is not subject to the grievance procedure.

Article IV, Section 3 (continued)

(A) Qualifications

- (1) The applicant must possess a Michigan Life, Permanent, Continuing or Professional Certificate.
- (2) The applicant must have been employed in the Districts for at least seven (7) consecutive years. Absence from service for a period of not more than one (1) year under a leave of absence without pay for professional improvement, restoration of health, or maternity shall not be deemed a break in continuity of service, but neither shall such a one (1) year leave be counted in the total of seven (7) required by this qualification.
- (3) The applicant must not have been granted a sabbatical leave of absence from the Districts during the seven (7) consecutive years of service immediately preceding current application.
- (4) The applicant must sign an agreement to return to service with the Districts immediately upon termination of the sabbatical leave and continue in such service for a period of two (2) years (one year in the event of a half-year sabbatical leave), or to refund all or part of compensation received during the sabbatical leave from the Districts, according to the following schedule:

Years of Service Following Leave	Refund
0	100%
0.5	75%
1	50%
1.5	25%
2	0%

A proportionate schedule shall be followed in event of a half-year sabbatical leave. In the event of extenuating circumstances, the Boards may, by special action, waive any obligation to refund compensation.

- (5) The Committee shall consider, among other qualifications, the following:
 - (a) The proposed program of the applicant as related to professional graduate study, travel, writing or research.
 - (b) The value of the proposed program to the Districts, its pupils, and the individual applicant.
 - (c) The applicant's length of total service to the Districts.
 - (d) When the number of applicants exceeds a total of four (4) members of the teaching staff, the ratio of recipients should reflect the ratio of applicants, taking into account the total number of teachers eligible for a sabbatical from the areas of special, general and vocational education teachers. The Boards would be responsible for maintaining this balance.

(B) Application

- (1) Applications shall be filed with the Office of Superintendent by March 15 of the year preceding the year in which the sabbatical is requested. This date must be observed for either full-year or one-semester sabbaticals.
- (2) Applicants requesting sabbatical leave shall be notified by April 15, as to the status of their application.
- (3) Applications for sabbatical leave shall include with the application form an outlined plan for the period requested for sabbatical leave. This plan shall be indicated on the application form or as an attached statement, and shall

Article IV, Section 3 (continued)

include details either for graduate study in an approved college or university or a project (research, writing, travel) to be pursued independently by the applicant.

(C) Compensation

- (1) Bargaining unit members on sabbatical leave will be paid one-half ($\frac{1}{2}$) their salary as set forth in Appendix A on either twenty-one (21) or twenty-six (26) pays, as so indicated.
- (2) A member granted such leave shall advance on the salary schedule the same number of steps had the member been on the staff in the Districts.

(D) Status While on Sabbatical Leave

- (1) A bargaining unit member on sabbatical leave shall be considered to be in the employ of the Districts, and shall have a contract.
- (2) Full insurance benefits as set forth in Article VIII shall be provided members on sabbatical leave.
- (3) Members on sabbatical leave shall be entitled to participate in any and all benefits that may be provided other contracted members by the Boards.
- (4) Full-time employment by the recipient of sabbatical leave shall be prohibited. This does not, however, preclude the recipient's accepting grants, fellowships or remuneration for part-time work of any sort which does not interfere with the outlined sabbatical plan.
- (5) Bargaining unit members shall be responsible for notifying the payroll clerk of the Districts as to the place to which payroll checks should be addressed during the leave period.

(E) Status Upon Return from Sabbatical Leave

- (1) A bargaining unit member, when requesting a sabbatical leave, shall indicate a wish to be restored to the member's present position upon return. In those instances when a guarantee cannot be made that the current position will be available, the Superintendent shall communicate in writing the reasons that such a guarantee is not possible. This communication will be made prior to the beginning of the sabbatical leave.
- (2) A member returning from sabbatical leave shall file with the Superintendent within sixty (60) days a written report of the member's educational pursuits while on sabbatical leave and, in the event the leave was granted for graduate study, a transcript from the college or university attended.

ARTICLE V

Section 1 - Student Discipline and Teacher Protection Rights

(A) A bargaining unit member may temporarily remove a pupil from a classroom when the grossness of the offense, the persistence of misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom disruptive. In such cases, a bargaining unit member will furnish the principal or the member's immediate supervisor with a full statement of the incident in writing. A student shall not be returned to the classroom until after consultation between the principal, or his designee,

Article V, Section 1 (continued)

and the member, provided it does not violate IDEA or §504 Rehabilitative Act of 1973. The District reserves the right to make the final determination on whether to return the student to the classroom or to take some other action.

(C) In the event that a bargaining unit member of the Districts is involved in any legal proceedings resulting from the discharge of his or her responsibilities, the Districts agrees to provide the Boards' legal counsel to assist the member. Time lost by a member in connection with such proceedings shall not be charged against the member's short term leave.

(C) The Districts will reimburse bargaining unit members for the destruction of any clothing or personal property caused by any student while on school premises or in connection with school responsibilities providing that the member exercises reasonable care in the protection of his or her property if the property was not otherwise insured. Non-essential valuable items should not be worn and claims will not be honored or reimbursed.

(D) In the case of significant on-the-job injury to a unit member, the District will provide immediate access to medical attention. The Boards are under no obligation to provide legal representation beyond that offered through the district's liability coverage.

(E) The intent of all educational programs at the Districts is to serve students. Concerns over schedule conflicts with instructional areas or service requests should be submitted to the immediate supervisor to answer those concerns.

Section 2 - Teaching Facilities, School Equipment and Instructional Materials

(A) The Boards recognize that quality facilities, equipment and adequate space are necessary to the operation of sound educational programs and will endeavor to provide same in the best interests of the students of St. Clair County within the budgetary constraints of the District. To minimize disruption to the educational programs offered at RESA, major repairs will be undertaken either outside school hours or in areas designed to reduce their impact.

(B) Any concern about facilities, equipment or instructional materials should be discussed with the immediate supervisor.

(C) The Districts will make available in each building, adequate lunchroom facilities for bargaining unit members' use during lunch periods.

(D) All districts buildings and grounds are smoke free.

(E) The Districts will provide adequate on-site lighted parking identified for staff use.

(F) The Districts will provide lockable space in each bargaining unit member's room to allow the member to adequately protect his or her personal articles.

(G) The Boards will provide in each school building first aid trained personnel.

(H) Telephone facilities shall be made available in each building for members' use.

Article V, Section 2 (continued)

(I) No bargaining unit member will have clerical, custodial, cafeteria patrol or bus duties other than those within normal instructional duties.

(J) The Districts shall provide two shop coats, smocks, work uniforms, and gym uniforms for the physical education teachers, art teachers and vocational and industrial education teachers each year. Such clothing must be placed on order prior to October 15 of each year or within 30 days of the beginning of employment. The care and laundering of such items shall be the responsibility of the teacher. In those areas where the Boards provided coats, smocks, or uniforms, they shall be required to be worn.

In the case of the Building Trades programs, outdoor gear (i.e. Carhart Jacket or bibs) may be substituted to the extent that the cost of such an item may not exceed the cost of two shop coats. In the case of Health Careers, two scrubs may be substituted for two smocks, so long as the cost of such items do not exceed the cost of two shop coats. In the case of Culinary Arts, no more than two chef's coats may be purchased so long as the cost does not exceed the cost of two shop coats.

ARTICLE VI

Section 1 - Teaching Assignments

(A) Bargaining unit members who will be unable to report for their normal teaching assignment shall call the District by 6:30 a.m. to allow the Districts to make arrangements for a substitute teacher. In the event that regular bargaining unit members are requested to act as a substitute during otherwise nonscheduled student contact hours, said member will be compensated at the rate provided for in this contract.

(B) Bargaining unit members supervising student teachers shall be determined on a voluntary acceptance basis by the member with the consent of the Districts. Such assignment shall not be deemed a part of the tenure responsibilities of a teacher.

- (1) Such supervisory teachers shall work directly with the University Program Coordinator and with the Districts in developing the student teacher program.
- (2) Supervisory teachers shall, at the request of the Districts or University Program Coordinator, file an evaluation of the student teacher.
- (3) Any financial remuneration from this program will be paid directly to the supervising teacher from the sponsoring institution.

(C) Job Sharing - The Boards and the Association agree that, in some cases, job sharing is feasible and may be considered for bargaining unit members who wish to work on a one-half ($\frac{1}{2}$) time basis. Conditions for job sharing are as follows:

- (1) Member salary shall be one-half ($\frac{1}{2}$) of the salary schedule amount for a full-time member.
- (2) Seniority shall accrue per Article 2 Section 2A, retroactive to July 1, 1991.
- (3) Members agree to split all leave days equally.
- (4) Members agree to split vision insurance benefits while job sharing.
- (5) Members shall elect one of the following:
 - (a) One-half ($\frac{1}{2}$) of the District paid annuity described in Article VIII, Section 2F, or

Article VI, Section 1 (continued)

- (b) One-half ($\frac{1}{2}$) the amount of premiums for health and dental insurance, this total amount to be applied to the District health coverage described in Article VIII, 2A. The remainder of the health premium costs shall be paid through payroll deduction, or
 - (c) One-half ($\frac{1}{2}$) the amount of premiums for health insurance to be applied to the District health coverage described in Article VIII, 2A, and one-half ($\frac{1}{2}$) the amount of premiums for dental insurance to be applied to the District dental coverage described in Article VIII, 2D. The remainder of the health and dental premium costs shall be paid through payroll deduction.
 - (d) The provisions of paragraphs b and c above are subject to the carriers' approval.
- (6) In the event that one of the partners is unwilling or unable to continue to "job share" and a suitable replacement cannot be found, the remaining partner will be offered the position on a full-time basis. The remaining partner may accept the position full-time or apply for and be granted a short term leave of absence for the remainder of the school year.

Section 2 - Building Closings

(A) The District through the Superintendent/Director, shall determine the necessity of closing schools due to inclement weather or mechanical failures. The Superintendent/Director may designate a snow day for the Districts or for an individual building. If a snow day is declared for all districts' employees, no bargaining unit member will be expected to report to work. In the event classes are cancelled for students at either TEC and/or Woodland, the Districts remain open, bargaining unit members in the affected building(s) will not report to work for the first five (5) days or the equivalent of 30 student contact hours of the contract year. After the five (5) days or the equivalent of 30 student contact hours, contractual days are met, the bargaining unit member will be required to make up the time as required. Employees' pay and benefits shall not be reduced due to building closures due to acts of God as declared by the Superintendent for the first five (5) days or the equivalent of 30 student contact hours of any contract year.

(B) Rescheduling of student instruction days shall occur as follows:

Upon cancellation of a student attendance day, the President of the Association shall meet with the Superintendent, or his designee, as soon as practicable but not later than seven (7) working days after returning to work, for the purpose of discussing, in good faith, adjustments to the school calendar to make up such days. If said parties are unable to reach agreement on calendar adjustments within seven (7) working days of said meeting or if there is insufficient time prior to the end of the school year to conduct such meetings, the make-up days shall be scheduled on the weekday(s) immediately following the last day of pupil instruction.

Section 3 – Bargaining Unit Member Evaluation

- (A) Every effort will be made to appraise bargaining unit members of their responsibilities to their students and the District. Each member will be provided with a copy of the current evaluation form (TEC – Appendix

Article VI, Section 2 (continued)

G; Woodland – Appendix H) which applies to the position by October 15th of each school year so that they may know the specific criterion upon which they will be evaluated.

A new evaluative tool will be developed and approved by the IEA and administration. Changes or modifications to the instrument will be made by mutual agreement.

(B) All bargaining unit members of the Districts shall be periodically evaluated to determine whether or not they have obtained a satisfactory level of professional performance, to promote instructional improvement and to determine if contractual obligations are being fulfilled. Evaluations shall be completed by the principal of the school or an administrative designee who is familiar with the program being evaluated. No member will be required to evaluate/nor be evaluated by another member, formally or informally. There shall be at least one classroom visit per year, completed by February 1st, for probationary teachers and teachers who are annually authorized. There shall be at least one formal evaluation every three years for all tenure teachers. Each formal evaluation shall consist of at least two classroom observations of at least thirty (30) minutes each. Visitations to observe the performance of tenure teachers shall be completed by the, first (1st) working day of April in the year the visitation is made. All formal evaluations shall be done openly and with full knowledge of the member. Evaluations shall be reviewed with the members subsequent to the completion of the classroom visitation. Said evaluation shall be done on evaluation form(s) attached as

Appendix "G " & "H" and made a part hereto. Appendix "G " & "H" may only be changed or modified with the written agreement of both parties.

(C) The administrator shall prepare the written evaluation within twenty (20) working days of each required classroom visitation. If the administrator feels that a bargaining unit member's performance should be improved, the administrator shall so state and indicate in specific terms the means by which the member may improve performance. If a specific deficiency does not appear in a subsequent evaluation, it is assumed that the deficiency is corrected.

(D) A copy of the evaluation report will be presented to the bargaining unit member. The member shall sign the evaluation, but such signature shall only indicate that the member has received a copy of the evaluation and shall not indicate agreement with said evaluation.

(E) Should any bargaining unit member disagree with the evaluation, he/she may attach to the document a personal response to the evaluation, which will then be placed on file in the official personnel record.

Section 4 – Bargaining Unit Member Dismissal Provisions

(A) No bargaining unit member shall be dismissed except for just cause as shall be determined in accordance with the tenure rights for all tenure teachers. For other than tenure teachers, the Districts reserves the right to dismiss such bargaining unit member upon showing of just cause. The Superintendent/Director may for just cause temporarily suspend any member from work responsibilities with or without the loss of pay. Notice of

Article VI, Section 4 (continued)

suspension shall be in writing with copies to the bargaining unit member and the Association, and shall include a statement of the reasons for the disciplinary action taken. The Superintendent/Director shall discuss with the member the reasons for the dismissal. At such meeting the member may at his or her request have an Association representative present, and may terminate the meeting and request a second meeting so that an Association representative may attend.

- (1) If the bargaining unit member wishes to resign at the end of the semester he shall give notice in writing as soon as possible but not later than thirty (30) calendar days before the end of the semester.
- (2) A bargaining unit member's employment with the District may be terminated by mutual consent at any time.

(B) Non-tenure Teacher Dismissal Provisions. Dismissal shall be initiated by the Superintendent/Director or his designee issuing a notification of intent to recommend dismissal which shall be in writing and shall include a statement of charges and the reasons for dismissal. Copies of the notification shall be served upon the bargaining unit member and upon the Association. The Superintendent/Director may temporarily suspend such an employee pending the determination on the charges.

If the bargaining unit member is notified by the Superintendent that he intends to recommend a dismissal to the Boards, the following review process shall be initiated:

- (1) Informal Level: The member may, within seven (7) calendar days from the date of receipt of the notice of intent to recommend dismissal, request an informal meeting with the Superintendent/Director. This meeting may include the Association representative at the request of the member. If satisfactory agreement cannot be concluded, the member may proceed to Step 2, and shall do so within ten (10) calendar days.
- (2) Formal Level: If the bargaining unit member is not satisfied with the results of the informal meeting, such member may request a hearing before the Boards, which request shall include an answer to the charges prior to the Board's acting upon the recommendation of the Superintendent/Director. Such member shall notify the Secretary of the Board in writing requesting such hearing within ten (10) calendar days from the date of receipt of the notice of intent to dismiss or within ten (10) days following the conclusion of the informal level meeting.
- (3) The Boards shall schedule a hearing to review the recommendation of the Superintendent/Director. The bargaining unit member shall be given notice of such hearing and shall be entitled to be represented, including legal counsel if desired, and the right to cross-examine all witnesses and to face and examine all those holding administrative or supervisory positions having knowledge of the facts. Such hearing shall be concluded by the rendering of a written decision within ten (10) days following the conclusion of the hearing. In the event that the decision of the Board shall be to dismiss, the decision of the Board shall be final. In the event that the decision of the Board is not to dismiss, then the member shall be reinstated unconditionally on the appropriate status and reimbursed for any compensation lost.

ARTICLE VII

Section 1 - Grievance Procedure

The primary purpose of this procedure is to secure a solution to grievances in an orderly and expeditious manner.

(A) A grievance shall be defined to be a claim or complaint by a bargaining unit member, or group of members, or the Association, as to the application or interpretation of this agreement, either as to the meaning of its terms or as to the rights of the parties under these terms, or as to the justification of action taken pursuant to the terms.

(B) The Association, in the grievance procedure, shall have the right to represent any bargaining unit member upon the request of said member or to be present at any formal grievance hearing whether representing the member or not.

(C) The failure of the bargaining unit member or the Association to challenge any action or inaction of the Districts within ten (10) work days from date of the action or inaction or knowledge thereof shall make such action or inaction incontestable.

(D) Level One: This step shall be taken in writing (Form Appendix F) by the individual member, group of members or Association by requesting in writing a meeting with the appropriate supervisor to discuss the grievance. A meeting shall take place within five (5) work days from the request for such meeting. A written response will be made within ten (10) work days of the meeting with a copy to the member(s), Association President and Superintendent.

(E) Level Two: If the bargaining unit member or Association is not satisfied with the determination of the Supervisor, the member or Association may appeal in writing to the Superintendent within ten (10) work days of receiving the Level One response.

A grievance meeting shall be held by the Superintendent within ten (10) work days from receipt of the grievance. A determination shall be in writing and shall be rendered within ten (10) work days after the termination of the meeting.

(F) Level Three: If the bargaining unit member or the Association is not satisfied with the determination of the Superintendent, the member or the Association may appeal to Arbitration. Such appeal shall be made within ten (10) work days following receipt of the decision by the Superintendent. Written notice requesting appeal shall be given to the Superintendent.

(G) The time limit required herein may be waived or extended by the mutual consent of the parties.

Section 2 - Binding Arbitration

(A) If the grievant and/or the Association does not file a written notice of non-acceptance of the Superintendent's determination within ten (10) working days, the Superintendent's determination shall be deemed to have been accepted. If the grievant and/or the Association files a written notice within ten (10) working days that the Superintendent's determination is not acceptable, and if such grievance is arbitrable as herein provided, the Association may then submit such grievance to grievance arbitration.

Article VII, Section 2 (continued)

(B) Arbitration Proceedings

(1) Demand for Arbitration

- (a) The Association may appeal grievances to grievance arbitration under and in accordance with the rules of the American Arbitration Association then in effect. Such appeal must be taken within ten (10) working days following the receipt of the District's determination.
- (b) Such demand for arbitration shall be made by written submission defining the issue to be arbitrated. The District shall then have ten (10) working days within which to reply to such submission by filing same with the American Arbitration Association.

(2) Powers of Arbitrator

- (a) The arbitrator shall be empowered, except as limited herein, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplication of a specific Article(s) or Section(s) of this Agreement.
 - 1) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - 2) He shall have no power to establish salary scales, change any salary figures in the Agreement, or increase or change any staffing requirements set forth in this Agreement.
 - 3) He shall have no power to rule on any of the following:
 - a. The termination of services of, or failure to re-employ, any probationary teacher.
 - b. The placing of a non-tenure on a third year of probation.
 - c. Any claim or complaint capable of resolution under the procedures specified in the Teacher's Tenure Act, 1937 PA4, as amended.
 - 4) His powers shall be limited to deciding whether the District has violated the specific Articles or Sections of this Agreement. It is agreed (except as to the provisions set forth in this Agreement) he shall have no power to change any practice, policy or rule of the District through substituting his judgment for that of the District as to the reasonableness of any practice, policy, rule, or any action taken by the District.
 - 5) He shall have power to make monetary awards, but not award monetary damages.
 - 6) In rendering decisions, he shall give full recognition to the responsibilities of the Boards as indicated in the Boards Rights provision which establishes the Districts rights, powers and authority as that exercised or had by it prior to the date of this Agreement, except as specifically limited by expressed provisions of this Agreement. His decision shall be consistent with the rights reserved to the Districts by this provision.
 - 7) If the arbitrability of any grievance under the terms of this Agreement is disputed, or if either party alleges that the other has failed to comply with the grievance or arbitration procedure, the arbitrator shall first rule on the question of arbitrability or procedure. Should he determine that the grievance is not arbitrable, it shall be referred back to the parties without decision

Article VII, Section 2 (continued)

or recommendation as to its merits. If the grievance is arbitrable, he shall proceed to hear the merits of the case at that time.

- (b) Although the arbitrator may cite case law in making his award, he shall have no power to interpret State and/or Federal law, to hear any matter involving constitutional rights or to render any provisions of this Agreement inapplicable by reason thereof.
- (c) The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issue submitted to arbitration.
- (d) There shall be no appeal from an Arbitrator's decision if within the scope of his authority as set forth herein, and it shall be final and binding on the Association, members of the bargaining unit, the teacher or teachers involved and the Districts.

(3) Applicability and Duration

Arbitration proceedings shall be confined and limited to grievances arising and growing out of facts, events and occurrences following the date of execution of this Agreement by both parties. No arbitration decision made hereunder shall constitute a binding precedent with respect to the making of any new Agreement between the Association and the Districts.

(4) Fees and Expenses

- (a) The arbitrator's fees and expenses, the cost of any hearing room and the cost of a reporter shall be borne equally by the parties.
- (b) All other costs and expenses shall be borne by the party incurring them. The expenses and compensation of any witness or participants attending the arbitration proceeding shall be paid by the party calling such witness or requesting such participation.
- (c) Paid leave time shall be provided any employee of the Districts who is called to testify at an arbitration hearing with no deduction from leave bank.

(C) Grievances concerning the following shall not proceed to binding arbitration:

- (1) Individual grievances not appealed by the Association.
- (2) Any matter which specifically, by this contract, is not subject to the grievance procedure, and those items which, by this contract, are provided to be in the sole discretion of the District.

ARTICLE VIII

Section 1 - Work Day

To implement the daily program required of the Districts and to meet the needs of the students from the sending school districts, the following shall be the work day for the professional staff of the District:

(A) Classroom Assigned Teachers

- (1) The workday for instructional staff assigned to TEC Building (both traditional IEA members and Academy members) shall begin at 7:45 am

Article VIII, Section 1 (continued)

and terminate at 3:00 pm and shall be consecutive hours worked, Monday through Friday. The workday for Woodland shall begin at 8:00 am and terminate at 3:15 pm and shall be consecutive hours worked, Monday through Friday.

There shall be thirty-two and one half (32 ½) hours per week of obligated time for all instructional staff. Non-student hours may be used for scheduled in-service training, administrative staff meetings and other programs or conferences as determined by the Districts. Every effort will be made to distribute the agenda to all staff expected to participate in the meeting or program, twenty-four (24) hours in advance. In no event shall more than one (1) hour per week be scheduled for in-service training and one (1) hour per week for administrative staff meetings or other programs. The balance of the non-contact hours are to be used for teacher preparation, and other evaluated responsibilities.

Bargaining unit members required to participate in Special Education meetings, other formal hearings, Occupational Advisory Committee meetings, or staff meetings after the normal work day, shall be eligible for equivalent release time so as not to be required to work beyond thirty-two and one half (32 ½) hours in any one week for all instructional staff. Release time shall be earned and taken with the knowledge and approval of the member's immediate supervisor.

- (2) Should a bargaining unit member work beyond thirty-two and one half (32 ½) hours for all instructional staff members in any given week with the knowledge and prior written approval of the member's immediate supervisor, that member shall earn compensatory time (Form Appendix C). By mutual agreement with supervisor, members who earn compensatory time should be allowed to take such time by indicating the desired release time on a Leave Request

Form. Adjusted work days affecting student contact hours shall be taken in half- or full-day increments; less than half (½) day adjustments shall not affect student contact hours.

By a mutual agreement, an IEA member may contract with his immediate supervisor for advanced use of compensatory time which is as yet unearned. In the event that the compensatory time is not earned as expected, the member is responsible for repayment of that time by way of payroll deduction.

Under no circumstances will more than two (2) days be taken consecutively by any IEA member who has student contact. Members who do not have student contact shall not be limited to the number of days they use consecutively. Compensatory time shall not be used for the two (2) Districts three and one quarter (3 ¼) hour extended-day activities. Compensatory time shall be non-cumulative. A bargaining unit member shall only have the option of being paid for compensatory time if the Administration has been unable to provide the member time off to use their compensatory time. If a member is paid for compensatory time, it will be paid at the extended day rate.

Article VIII, Section 1 (continued)

- (3) Should a scheduled in-service meeting extend beyond 3:15 pm at Woodland or beyond 3:00 pm at TEC, compensatory time shall be provided or the extended date rate.
- (4) Should a member at Woodland Developmental Center be required by administration to be with students outside of the school during the teacher's lunch period, said member will be reimbursed for the missed lunch at the extended day rate.

(B) Non-Classroom Assigned Teachers

It is recognized that non-classroom personnel may, on occasion, be required to work an adjusted work day to accomplish special activities assigned to them. In such event, the affected employee and the immediate supervisor shall mutually agree upon an adjusted work week, but in no event shall an instructional staff member be required to work more than thirty-two and one half (32 ½) hours total during any special week. In addition to the normally assigned duties, non-classroom teaching staff may be required to attend designated in-service training programs and administrative staff meetings as determined by the Districts.

(C) All instructional personnel shall be entitled to a duty-free uninterrupted lunch period of not less than forty-five (45) minutes per day.

(D) The Districts and the Association acknowledge that there are programs and activities that will be operated outside of the normal work day, including PTA meetings, and conferences and special night programs and that all staff are encouraged to participate in such activities. Bargaining unit members will be notified of such meetings and/or events.

(E) All employees of the Districts whose services are rendered at other locations shall be employed there under the conditions set forth in this contract.

(F) The parties acknowledge and agree newly hired probationary teachers hired after December 24, 1993, may be required to attend career development programs for up to five (5) days per year. Newly hired probationary teachers who are required (under state law, rules or regulations) to attend such career development programs shall do so without expense to the teacher and additional compensation over their existing salary. Attendance in such programs shall be deemed to be part of the teacher's normal work assignment and is accordingly covered by the individual teacher's salary.

(G) Non-student time for Woodland shall be from 8:00 am to 8:45 am; for Instructional Staff at the TEC Building, non-student time shall be from 2:20 pm to 3:00 pm.

Section 2 - Insurance Coverage

(A) Health Insurance

The Districts agree to pay premiums for health insurance for each existing bargaining unit member through a carrier determined by negotiations.

The RESA agrees to provide traditional IEA members MESSA Choices PPO with a \$10.00 generic/\$20.00 brand name prescription co-pay without cost to the member, except

Article VIII, Section 2 (continued)

as otherwise expressly provided for in this agreement, for each month the member is continuously employed by the District.

All tradition IEA members of this agreement will have the option to elect Flexible Blue 3, PPO HRA coverage which provides \$0.00 prescription co-pays. This will be without cost to the members, except as otherwise expressly provided for in this agreement. In the event the member elects the HRA option, each participating member will receive \$100 per month for each month they elect the HRA coverage and are continuously employed until June 30, 2012.

The MEBU's respective Districts (the academies as identified in the 2006 settlement) agree to provide it's members SET/SEG Ultra Med Preferred I with a \$10 generic/\$20 brand name prescription co-pay without cost to the members **OR** Flexible Blue 3, PPO, HRA coverage which provides \$0.00 prescription co-pays, except as otherwise expressly provided for in this agreement

The Academy members represented by the Multi-Employer Bargaining Unit will hold an election to determine the insurance plan to be provided during the life of this agreement. In the event that the HRA option is selected, each member will receive \$100 per month for each month they elect the HRA coverage and are continuously employed until June 30, 2012.

Coverage shall commence in the month the member is hired, to commence within fifteen (15) days of hiring date and coverage shall terminate at the end of the month in which the member's employment with the Districts ends. All coverage will be governed by the policies, provisions and rules and regulations of the carrier.

Total health insurance payments for any bargaining unit member will not exceed the actual cost of the plans herein outlined. There will be no supplemental payments by the Boards, except as identified above. The payments will be the full premium amounts for the plans outlined herein for single, two persons, or full family coverage.

Effective July 1, 2012 and until a successor Agreement is reached, the obligation of the Boards to pay health insurance premiums shall not exceed the Boards' base premium amount for the 2011/2012 insurance year that runs July 1, 2011 to June 30, 2012. If health insurance premiums effective July 1, 2012 exceed the Boards' base premium for the 2011/2012 insurance year, the excess amounts over the individual employee's premium cost shall be paid in full by the individual employee by way of payroll deduction.

***In the event the members of the RESA Administrator's Association bargaining unit and/or non-union service personnel are provided an alternative insurance plan with comparable coverages, members will be provided the opportunity to elect that coverage to the extent permitted under the terms of the provider's guidelines.

(B) Group Term Life Insurance

The Boards agree to pay the actual premium cost to provide \$50,000 of group term life insurance with AD & D Benefits; \$55,000 for those not taking health insurance. Carrier to be determined by the Boards.

Article VIII, Section 2 (continued)

(C) Disability Benefits

The Boards agree to pay the actual premium cost to provide long term disability by injury or sickness, subject to carriers exclusions, limitation and reductions as follows:

- (1) 120 days waiting period
- (2) 66 2/3% of income
- (3) Maternity coverage
- (4) Pre-existing conditions waived
- (5) Social Security freeze
- (6) Alcoholism/drug waived - 2 year limit
- (7) Mental/nervous waived - 2 year limit
- (8) Two year own occupation coverage
- (9) \$3,500 Monthly cap

The carrier will be determined by the Boards.

(D) Dental Coverage

The Boards agree to provide dental coverage to all members by a carrier to be determined by the Boards with benefits equal to or greater to dental coverage provided under the SET/SEG Dental Plan (SET/SEG Dental Plan 90/90/80 Class I, II with a cap of \$1,500, III with Adult Ortho Rider with a cap of \$2500 and with internal and external coordination of benefits).

(E) Vision Care

The Boards agree to pay the actual premium cost to provide RESA employees VSP II vision insurance and Academy employees SET/SEG vision coverage.

(F) For 2009/2010, any member not selecting Health Insurance Coverage will be granted an allowance of \$235.00 each month for investment in a tax sheltered annuity and/or toward other optional insurance programs offered by a carrier approved by the Boards. In no case shall this sum be invested with more than two companies. This amount shall be \$235.00 per month in 2009/10 and 2010/11 and increased to \$239.00 per month in 2011/12. Academy members eligible for, but not selecting, the health insurance coverage provided by their employer will be given the single subscriber premium rate, not to exceed \$5,000.00 annually.

(G) The Boards agree to coordinate benefits internally and externally for health, dental and vision insurance where policies and carriers permit.

(H) The Boards agree to provide liability coverage, without corporal punishment exclusions, in the total amount of not less than \$1,000,000 for the total bargaining unit employed by the Districts.

(I) An employee who works at least half time shall receive benefits as set forth in this Article on a prorated basis. Such employees shall pay, by payroll deduction, the percentage cost of their benefits equaling the amount they work less than full time. Thus, by way of example, an 80% employee would pay 20% of the cost of their benefits by payroll deduction. Employees working less than half time shall receive no benefits.

Article VIII, Section 2 (continued)

An employee who works at least fifteen (15), but less than thirty (30) hours per week, shall have the above benefits as modified below. Proration shall be based upon thirty (30) hours being 100% and shall be payable through payroll deduction.

Option 1	A	Health Insurance	Prorated
	B	Life Insurance	Fully Paid \$20,000
	C	LTD	Fully Paid
	D	Dental	Prorated
	E	Vision	Prorated
	G	Coordination	Fully Paid
	H	Liability	Fully Paid
	Option 2	Employees who do not need health insurance will have the following benefits.	
	B	Life Insurance	Fully Paid \$25,000
	C	LTD	Fully Paid
	D	Dental	Prorated
	E	Vision	Prorated
	F	TSA	Prorated
	G	Coordination	Fully Paid
	H	Liability	Fully Paid

Section 3 - Financial Remunerations

(A) Salary

Each step of the salary schedule shall be increased by the following percentages:

- 2009/10-0.00% above 2008/09 guaranteed
- 2010/11-0.00% above 2010/11 guaranteed
- 2011/12-1.50% above 2010/11 guaranteed

The salary schedules are listed in Appendix A, which shall be attached hereto and incorporated as part of this Agreement.

Academy members shall be paid based on the salary schedule for 185 days. During the 2009/2010 school year, MEBU members shall be required to work an additional 20 days at six (6) hours per day payable at the extended hour rate. This total compensation for the school years containing extra days will be divided by the total number of days required to be worked (2009/2010—205 days) to determine the daily rate of pay for sick days, personal days, etc. Whether an MEBU member is off on a 6.5-hour day or a 6-hour day, this figure will be the pay-out amount.

So long as the MEBU calendar requires more than 185 mandatory days, the member will be given two annual irrevocable pay options: 23 pays; 26 pays, (no prepayment). See Appendix I.

Traditional IEA members shall be given two annual irrevocable pay options: 21 pays or 26 pays.

(B) The District, for approved travel, agrees to pay for full lodging, expenses and mileage at the rate set forth herein and per diem meal allowance of the actual costs per

Article VIII, Section 3 (continued)

day, according to the RESA Boards of Education Policy on Expenditure of Funds up to the following: Breakfast \$8; Lunch \$12; and Dinner \$25.

Daily totals are not to exceed \$45.00 with receipts. Please note: no District funds may be used for the purchase of alcohol or tobacco. Amounts may be carried over and combined provided that it does not exceed the daily total of \$45 (i.e.; a member could skip breakfast and lunch and then spend \$45 on dinner).

A member may request a waiver of the above limits on the conference request form. Non-approval of waiver shall not be grievable.

- (C) (1) The Districts agree to pay mileage for approved travel at the rate set by the IRS, according to the RESA Boards of Education Policy on Expenditure of Funds.
- (2) If, and when, a vehicle is available, the Districts will provide a school vehicle to teachers for approved out-of-county travel. Request for such shall be to the transportation office.
- (3) Mileage sheets for individuals with high number of miles driven regularly may be turned in twice a month. Others are required to turn their mileage in monthly.

(D) Calendar

The calendars for the school years covered by this agreement are set forth in Appendix B & Appendix I attached hereto. The RESA calendar shall consist of 180 instructional days for staff, 185 total days for existing staff, and 186 total days for new staff. The Academies' calendars shall consist of 180 instructional days for staff and, for the 2009/2010 school year, 205 total days. One day of non-student contact days shall be worked as two (2), three and one quarter (3 ¼) hour extended days.

Bargaining unit members with over two hundred (200) sick days may sell up to ten (10) of those days back to the district. An individual must maintain at least 200 sick days after the buy-back. The buy-back rate will be:

- 2009/10 will be \$49 per day, with the annual amount not to exceed \$12,397
- 2010/11 will be \$49 per day, with the annual amount not to exceed \$12,397
- 2011/12 will be \$50 per day, with the annual amount not to exceed \$12,583

If the annual amount requested exceeds the limit, then members who want to sell back days will be limited to fewer than ten (10) days. The buy-back opportunity will be between June 1 and June 15 each year with payout by June 30.

(E) After ten (10) continuous years of regular employment under contract with the Districts, the Boards will pay to the bargaining unit member who retires from the Districts and who meets the minimum requirements for drawing retirement benefits from the Michigan Public School Employees Retirement Fund, terminal pay as follows: current substitute teacher salary per day for each unused sick day accumulated over 15 days, up to a maximum of 11% of the current beginning salary on the BA scale. A bargaining unit member who dies while employed by the Districts will be eligible for the same benefits as a member retiring. The termination pay earned will be paid to the member's beneficiary.

Article VIII, Section 3 (continued)

(F) Coordinators and Advisors

WOODLAND

Coordinators oversee two programs at Woodland:

- Special Olympics
- High School Aides

Compensation will be as follows: (These figures will be increased by the same percentage as wages for the life of the contract.)

Special Olympics Coordinator, up to two (2) positions @ \$1300 each
*In order to qualify for the compensation as stated above, the tasks related to the Coordinator positions must be performed outside the scheduled work day (8:00 am – 3:15 pm).
High School Aide Coordinator one (1) position @ \$1300

TEC

The following groups have been identified as CTSO (Career/Technical Student Organizations) and are housed at St. Clair County TEC:

- Skills USA
- HOSA (Health Occupations Student Association) and
- BPA (Business Professionals of America)

The following groups have been identified as requiring staff coordination of student activities at Woodland Developmental Center, in the areas of:

COORDINATORS

Coordinators shall be responsible to the CTE Director who will outline the specific extra duty responsibilities related to this role. Coordinators are responsible for event planning, transportation, lodging, meals, permission slips, registration and other like requirements that ensure success for student participation in competition.

Compensation levels are as follows: (These figures will be increased by the same percentage as wages for the life of the contract.)

TEC	
Skills USA – Two (2) positions,	\$750 eac
HOSA – One (1) position,	\$750 eac
BPA – One (1) position,	\$750 eac

ADVISORS

Compensation for those individuals designated as 'advisors' is based on the involvement with students in preparation of local, regional, state and national competition. It is expected that a minimum of twenty hours of dedicated time, outside of normal student contact time, will be spent directly with students involved with competition.

Article VIII, Section 3 (continued)

Advisors will receive a stipend to be included with the last compensation pay in June.

Local competition: \$200

Regional competition: an additional \$200 equal to a total of \$400

State competition: an additional \$200 equal to a total of \$600

Students must compete at these levels in order for the advisor to receive stipend listed above.

At the discretion of the Director of CTE, the advisor must attend each level of competition in order to receive the above stipend.

Bargaining unit members who are advisors shall be given compensatory time for approved involvement as follows:

- 1 day – Local competition
- 1 day – Regional competition
- 2 days- if hosting the regional competition
- 2 days- for State competition

No compensatory time for National competition. Bargaining unit members will receive 6 hours X # of days at the extended day rate

Note: It is possible for a coordinator to also serve as a Student Advisor; however, the CTE Director may limit the total number of advisors per program.

(G) Definition of Column Headings in Salary Schedule

- (1) BA Degree: BA, BS or Annually Authorized.
- (2) MA Degree: Master's degree or thirty (30) semester hours past the BA or BS on an approved planned program through an accredited university.
- (3) MA+30: Thirty (30) semester hours past the MA or MS on an approved planned program through an accredited university.
- (4) Non-planned program: A teacher may request the Boards to approve an advancement to the MA or MA+30 level pay scale under the following conditions:
 - (a) A minimum of thirty (30) semester hours earned beyond the BA or MA degree.
 - (b) Hours earned must be related to education.
 - (c) A rationale shall be provided should the approval be denied.
 - (d) This is not to be applied retroactively.
 - (e) Prior Board's or designee approval of the course sequence is required.
- (5) Vocational/Technical/Industrial: Employees in these areas shall be advanced to the MA or MA+30 levels upon completion of hours equivalent to a MA or MA+30 even though such hours may not be part of a planned program through a major university. Equivalent hours shall be granted for workshops, seminars and other related vocational/ industrial training and eight hundred (800) minutes shall be equivalent to one (1) semester hour. The provisions of 4b through 4e shall also apply.

Section 4 - Payroll Deductions

Payroll deductions for the following purposes shall be made upon the written authorization of the bargaining unit member, filed with the Business Office.

- (1) Professional dues or financial responsibility as required by this Agreement.
- (2) United Fund contributions.
- (3) Annuities approved by the Boards.
- (4) Educational Associates Credit Union (up to 3 financial institutions of employee choice may be selected – see Appendix).
- (5) US Savings Bonds.
- (6) MESSA and MEA Financial Services.
- (7) Such other plans or programs jointly approved by the Association and the District.

ARTICLE IX

Extended Day/Extended Year Employment

Section 1

Assignments for summer school and other special programs which extend the work day and/or work year will be made by the District.

A. While specific assignments are the responsibility of the Districts, the opportunity for extended day and/or year employment will be offered first to IEA members.

B. When considering assignments of IEA members to positions which extend the work day and/or year, the Districts will be guided by the certification, qualifications, experience, and seniority of the members. Every effort shall be made to place the IEA member in the position of his/her choice.

C. Should there be fewer teaching applications from IEA members than there are teaching positions, the Districts will advertise for non-IEA teachers to fill those positions.

Section 2

The Association and the Boards recognize that employment opportunities which extend the regular work week, day or year, must operate with policies and budgets which differ from those of the regular work day and year. It is agreed, however, that each bargaining unit member offered such opportunity can expect:

A. A written contract at least five (5) days prior to initiation of the program which indicates position, dates, hours and rate of pay.

B. Payment of two (2) hours pay, at the agreed upon rate, in the event the program doesn't make it or is canceled.

C. Payment of two (2) hours pay, at the agreed upon rate, as a consultant to any non-IEA member who is employed to teach an extended day or extended year program which was declined by the IEA member regularly employed to instruct in such area.

Article IX, Section 2

D. A policies manual which will outline emergency first aid procedures, procedures for program cancellation, bargaining unit member responsibility for student discipline, equipment and supply purchase, and procedures for storage of equipment and supplies which are restricted to use in extended day and/or extended year programs.

Section 3

Association members who are offered and accept extended day and/or extended year teaching assignments agree that such teaching will not interfere in any manner with instruction of regularly enrolled students.

Section 4

Association members agree to report all problems associated with extended day/extended year assignments to their immediate supervisor, in writing, using form Article IX, Section 4 (continued)

Appendix (D). The supervisor shall respond in writing to the member within five (5) working days.

Section 5

Classroom teachers of extended day and/or extended year programs involving direct classroom instruction of students may have one (1) classroom period (for extended day programs) or one (1) day (for extended year programs) prior to the starting day of instruction to be used for classroom preparation. This time shall be used for obtaining needed classroom materials, supplies and for general classroom preparation. Such time is chargeable against the time allowance in Section 1, 2, and 3 below.

A. Vocational education programs will include a minimum of fifteen (15) minutes of paid preparation time for each hour of instruction.

B. All other programs will include a minimum of thirty (30) minutes of daily paid preparation.

C. Bargaining unit members may request to the program supervisor for an adjustment of hours for extenuating circumstances for programs where additional time may be required to start up a program or close down a program. If an agreement of adjusted hours cannot be reached between the member and supervisor, then the member may appeal the decision to the next level of administration.

Section 6

The Districts shall not be required to repost an extended day/year vacancy if that position has been posted and filled as provided in this Article and that position has again become vacant.

Section 7 - Compensation

(A) Effective in the 2003-04 contract year, any IEA member employed in an SMI or SXI classroom, or as an Occupational Therapist, Physical Therapist or Speech and Language Therapist during the regular school calendar year and accepts the full posting for a SMI and/or SXI position in the summer program shall be compensated for the additional days at an hourly rate based on his/her annual salary. The formula for determining the hourly rate shall be as follows:

$$\text{Hourly Rate} = \text{Salary Schedule rate divided by } 185 \text{ (days)} \div 6.5 \text{ (hours)}$$

(B) Compensation for programs other than mandatory SMI and SXI programs described above shall be at the following hourly rates

2009/10	2010/11	2011/12
\$34.00	\$34.00	\$34.50

ARTICLE X

Section 1 - Extent of Agreement

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

(B) If any provisions of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

(C) The individual contracts between the Districts and the bargaining unit members, heretofore executed, shall be subject to the terms and conditions of this Agreement. Any individual contract executed after the date of ratification of this Agreement shall expressly be made subject to and consistent with the terms of this or any subsequent Agreement executed between the parties.

Section 2 - Duration of Agreement

This agreement shall be effective as of the 1st day of July, 2009, and shall continue in full force and effect through the 30th day of June, 2012.

Between the 1st day of May and the 30th day of June, 2012, the parties shall initiate negotiations for the purpose of entering into a successor Agreement to this Agreement. If the parties agree, the date to initiate negotiations for a successor agreement may be modified.

Signed this 9th day of June, 2009.

By: Cameron MacKenzie
Intermediate Education Association
Cameron MacKenzie
President

By: Dan L. DeGrow
St. Clair County RESA
Dan L. DeGrow
Superintendent

By: Charles Andrews
Multi-Employer Bargaining Unit
Charles Andrews
Chief Administrative Officer

**APPENDIX A
SALARY SCHEDULE**

2009-2010

STEP	BA DEGREE	MA	MA+30
0	\$35,176	\$38,511	\$40,296
1	\$38,051	\$41,638	\$43,569
2	\$40,394	\$44,771	\$46,848
3	\$43,794	\$47,903	\$50,127
4	\$46,669	\$51,037	\$53,406
5	\$49,531	\$54,171	\$56,681
6	\$52,406	\$57,305	\$59,965
7	\$55,269	\$60,430	\$63,235
8	\$58,146	\$63,568	\$66,519
9	\$61,016	\$66,699	\$69,797
10	\$63,880	\$69,841	\$73,077

2010-2011

STEP	BA DEGREE	MA	MA+30
0	\$35,176	\$38,511	\$40,296
1	\$38,051	\$41,638	\$43,569
2	\$40,394	\$44,771	\$46,848
3	\$43,794	\$47,903	\$50,127
4	\$46,669	\$51,037	\$53,406
5	\$49,531	\$54,171	\$56,681
6	\$52,406	\$57,305	\$59,965
7	\$55,269	\$60,430	\$63,235
8	\$58,146	\$63,568	\$66,519
9	\$61,016	\$66,699	\$69,797
10	\$63,880	\$69,841	\$73,077

2011-2012

STEP	BA DEGREE	MA	MA+30
0	\$35,704	\$39,089	\$40,900
1	\$38,622	\$42,263	\$44,223
2	\$41,000	\$45,443	\$47,551
3	\$44,451	\$48,622	\$50,879
4	\$47,369	\$51,803	\$54,207
5	\$50,274	\$54,984	\$57,531
6	\$53,192	\$58,165	\$60,864
7	\$56,098	\$61,336	\$64,184
8	\$59,018	\$64,522	\$67,517
9	\$61,931	\$67,699	\$70,844
10	\$64,838	\$70,889	\$74,173

St. Clair County RESA

2009-2010 School Year Calendar (Approved 4/7/09)

APPENDIX B

July 2009

Su	M	Tu	W	Th	F	Sa
				1	2	3
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
					T-0	S-0

August 2009

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
					T-0	S-0

November 2009

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
					T-18	S-17

December 2009

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
					T-14	S-14

January 2010

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
					T-20	S-20

March 2010

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
					T-23	S-23

April 2010

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
					T-16	S-16

May 2010

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
					T-20	S-20

June 2010

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
					T-15	S-14

September 2009

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
					T-18	S-17

October 2009

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
					T-22	S-22

February 2010

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						
					T-18	S-17

180 student days
185 teacher days-
(inc. 2 half days)

First/Last Teacher Day
CW Records Day

First/Last Student Day
Woodland PD Day

Vacation Days

CW Prof. Development Days

** No students at Woodland and TEC on Nov 30 and Feb 16 (countywide professional development)

** No students at TEC on January 29 (countywide records day)

** No students at Woodland on April 12 (building professional development)

APPENDIX C
COMPENSATORY TIME EARNINGS REQUEST

Date: _____

Name _____ Program _____

Date on which Compensatory
Time is to be earned

(Describe tasks to be performed. Specify time required for each task.)

Est. Req'd.
Time

Estimated Total Time _____

Office Use

_____ Administrative Approval _____ Date _____ Hours

_____ Administrative Refusal _____ Date

Comments:

Task(s) Completed

Hours Earned _____

_____ Administrative Approval _____ Date

APPENDIX D
EXTENDED DAY AND EXTENDED YEAR PROGRAMS
Damage, Loss or Other Problems Report

I. Filed by: _____ Date Filed: _____

Program Area: _____ Building: _____

Date and time alleged problem has occurred: _____

II. Describe alleged Problem: _____

III. Estimation of cost of repair or replacement (including labor) and recommendation to prevent damage of loss in the future: _____

IV. Administrative Response: _____

APPENDIX E
ST. CLAIR COUNTY RESA
PAYROLL DEDUCTION AUTHORIZATION FORM

Social Security Number: _____

Name: _____

Address: _____

City and Zip: _____

Building you work in: _____

I hereby authorize the Intermediate Board of Education to deduct dues for membership in the Intermediate Education Association. It is my understanding that the dues will be annually deducted from my salary unless I revoke this authorization in writing to the school business office before September 1st any given year.

Date: _____

Signed: _____

APPENDIX F

MEA/IEA AND
ST. CLAIR COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY

Grievance Form

Grievance # _____

Name of Grievant(s): _____

Date of Occurrence: _____ Building: _____

Date of Informal Meeting: _____

Date Union filed at Formal Level I: _____

Contract Section/Subsection or Board Policy allegedly violated:

Statement of Grievance:

Relief Sought:

Administration Response – Level I:

Date: _____ Administrator Signature: _____

Date Union received Level I response: _____

Date Union filed at Level II: _____

Superintendent Response – Level II:

Date Level II Response Received by Union: _____

Date Union notified Superintendent of Demand for Arbitration: _____

Date Superintendent received Union notice of Demand for Arbitration: _____

APPENDIX G-1

SCHOOL YEAR _____

St. Clair County RESA / MEBU

St. Clair TEC

Staff Performance Appraisal

Instructor

Revised 10/13/06

STATEMENT OF PURPOSE: The purpose of conducting staff performance appraisals is to ensure the delivery of vocational education and promote professional growth according to the goals and objectives stated within this document.

This appraisal instrument is complete and is the result of a cooperative effort between St. Clair TEC professional staff and administration. This instrument was developed in accordance with the IEA/RESA Master Agreement.

PERFORMANCE APPRAISAL FOR: _____

ESTABLISHED ON: _____

POSITION: _____

This performance appraisal has been completed and presented to me by my supervisor. I have been made aware of its contents. I understand that I may attach a personal response to this appraisal. Both will be placed in my official personnel record.

Signature: _____
Instructor

Date: _____

Signature: _____
Administrator

Date: _____

	EXCEEDS REQUIRED PERFORMANCE	MEETS REQUIRED PERFORMANCE	PARTIALLY MEETS REQUIRED PERFORMANCE (Improvement Needed)	DOES NOT MEET REQUIRED PERFORMANCE (Much Improvement Needed)
I PERSONAL COMPETENCIES				
A SELF-EXPRESSION/COMMUNICATION – Listens well. Speaks and writes clearly, correctly and appropriately.				
B CONSTRUCTIVE CRITICISM – Has a positive reaction to reasonable requests. Is usually willing to incorporate suggestions or has sound reasons for opposition and offers alternate suggestions.				
C SELF CONTROL – Appropriately responds to a variety of situations.				
D RELATIONSHIPS – Develops and maintains working relationships with administrative, instructional, clerical and custodial staff.				
E PROFESSIONAL GROWTH – Seeks opportunities to enhance teaching skills through professional development plan and activities.				
Rating _____ Explanation _____				
II INSTRUCTIONAL COMPETENCIES				
A KNOWLEDGE OF SUBJECT MATTER – Demonstrates technical and academic preparation in the field of assignment and continues to develop technical skills and knowledge.				
B TEACHING STYLES AND METHODS – Employs a variety of effective approaches in presenting subject matter and is able to set clear and effective instructional goals.				
C ENGAGES STUDENTS IN LEARNING – Uses techniques which effectively engage students in the learning process and results in advancement through C/T lists.				
D SENSITIVITY TO THE SPECIAL INSTRUCTIONAL NEEDS OF STUDENTS – Assesses the special learning needs of students and adjusts learning activities/ teaching style to best meet those needs.				
E COMMUNICATION WITH STUDENTS – Conveys ideas and directions with clarity. Facilitates meaningful dialogue. Uses effective questioning and discussion techniques.				
F RELATIONSHIPS WITH STUDENTS – Makes students feel important and of value to the St. Clair TEC program.				
G INVOLVEMENT OF STUDENTS IN PURPOSEFUL ACTIVITY – Strives to keep students on task through supervised activities related to their C/T list.				
H STUDENT DISCIPLINE AND CONTROL – Observes, supervises, and corrects student behavior. Takes appropriate disciplinary action when necessary. Enforces classroom rules and the TEC Code of Conduct.				
I PROVIDES FEEDBACK TO STUDENTS – Uses daily grade cards, assessment and other methods to provide regular and meaningful feedback to students regarding progress and behavior.				
Rating _____ Explanation _____				

APPENDIX G-2

SCHOOL YEAR _____

St. Clair County RESA

St. Clair TEC

Staff Performance Appraisal

School - to - Work Coordinator

Revised 10/13/2006

STATEMENT OF PURPOSE: The purpose of conducting staff performance appraisals is to ensure the delivery of vocational education and promote professional growth according to the goals and objectives stated within this document.

This appraisal instrument is complete and is the result of a cooperative effort between St. Clair TEC professional staff and administration. This instrument was developed in accordance with the IEA/RESA Master Agreement.

PERFORMANCE APPRAISAL FOR: _____

ESTABLISHED ON: _____

POSITION: _____

This performance appraisal has been completed and presented to me by my supervisor. I have been made aware of its contents. I understand that I may attach a personal response to this appraisal. Both will be placed in my official personnel record.

Signature: _____
Instructor

Date: _____

Signature: _____
Administrator

Date: _____

	EXCEEDS REQUIRED PERFORMANCE	MEETS REQUIRED PERFORMANCE	PARTIALLY MEETS REQUIRED PERFORMANCE (Improvement Needed)	DOES NOT MEET REQUIRED PERFORMANCE (Much Improvement Needed)
I PERSONAL COMPETENCIES				
A SELF-EXPRESSION/COMMUNICATION – Listens well. Speaks and writes clearly, correctly and appropriately.				
B CONSTRUCTIVE CRITICISM – Has a positive reaction to reasonable requests. Is usually willing to incorporate suggestions or has sound reasons for opposition and offers alternate suggestions.				
C SELF CONTROL – Appropriately responds to a variety of situations.				
D RELATIONSHIPS – Develops and maintains working relationships with administrative, instructional, clerical and custodial staff.				
E PROFESSIONAL GROWTH – Seeks opportunities to enhance coordination/teaching skills through professional development plan and activities.				
Rating _____ Explanation _____				
II COORDINATION/INSTRUCTIONAL COMPETENCIES				
A STW COORDINATOR – Visits Employer-based, Internship, and Co-op sites and meets with trainer and student. Site visits take place at least once every nine weeks or as required by MDCD.				
B KNOWLEDGE OF SUBJECT MATTER – Demonstrates technical and academic preparation in the field of assignment and continues to develop technical skills and knowledge.				
C COORDINATING/TEACHING STYLES AND METHODS – Employs a variety of effective approaches in presenting subject matter and is able to set clear and effective instructional goals.				
D ENGAGES STUDENTS IN LEARNING – Uses techniques which effectively engage students in the learning process and results in advancement through C/T lists.				
E SENSITIVITY TO THE SPECIAL INSTRUCTIONAL NEEDS OF STUDENTS – Assesses the special learning needs of students and adjusts learning activities to best meet those needs.				
F COMMUNICATION WITH STUDENTS AND TRAINERS – Conveys ideas and directions with clarity. Facilitates meaningful dialogue. Uses effective questioning and discussion techniques.				
G RELATIONSHIPS WITH STUDENTS AND TRAINERS – Makes students feel important and of value to the St. Clair TEC program. Develops effective working relationships with trainers.				
H INVOLVEMENT OF STUDENTS IN PURPOSEFUL ACTIVITY – Strives to keep students on task through supervised activities related to their C/T list.				
I STUDENT DISCIPLINE AND CONTROL – Observes, supervises, and corrects student behavior. Takes appropriate disciplinary action when necessary. Enforces classroom rules and the TEC Code of Conduct.				
J PROVIDES FEEDBACK TO STUDENTS – Uses agreed upon methods to provide regular and meaningful feedback to students regarding progress and behavior.				

<p>K TRAINING/EMPLOYMENT/MENTORING SITES – Identifies and selects training /employment /mentoring sites and trainers/ employers/ mentors. Writes training/ employment/ mentoring agreements. Informs trainers/ employers/ mentors of responsibilities and monitors trainers/ employers/ mentors with regard to instruction and discipline.</p>				
Rating _____				
Explanation _____				

	EXCEEDS REQUIRED PERFORMANCE	MEETS REQUIRED PERFORMANCE	PARTIALLY MEETS REQUIRED PERFORMANCE (Improvement Needed)	DOES NOT MEET REQUIRED PERFORMANCE (Much Improvement Needed)
III MANAGERIAL COMPETENCIES				
A MAINTENANCE OF ASSIGNED AREA (S) AND EQUIPMENT – Organizes instructional area and materials to facilitate instruction.				
B SAFETY – Continuously promotes, monitors, and enforces safety.				
C RECORD KEEPING – Maintains accurate records. Has an effective record keeping system, C/T lists and grades.				
D ADVISORY COMMITTEE ACTIVITY – Assist staff to recruit occupationally competent persons to serve on an advisory committee for the purpose of program improvement.				
E CURRICULUM DEVELOPMENT AND PLANNING – When applicable, recommends curriculum content, curriculum changes, equipment, facility modification and instructional materials based on labor market trends.				

Rating _____

Explanation _____

IV IMPROVEMENT PLAN - (For areas rated as "partially meets required performance" and "does not meet required performance")

A AREA(s) TO BE IMPROVED

B IMPROVEMENT PLAN

APPENDIX H

(Woodland)

St. Clair County Regional Educational Service Agency Teacher/Ancillary Staff Evaluation Form

School Year _____

Teacher	Evaluator	Date(s) of Observation(s)

I. Planning and Preparation	Unsatisfactory	Basic	Proficient	Distinguished	N/A
a. Demonstrates Knowledge of Content and Resources <i>Content, prerequisite relationships, content-related resources</i>					
b. Demonstrates Knowledge of Students <i>Characteristics of age group; students' varied approaches to learning, skills and knowledge, interests, and cultural heritage; multiple intelligences and learning styles; differentiated instruction</i>					
c. Designs Appropriate Strategies Aligned with Targeted Goals <i>Strategies consistent with best practice and current research, integrity, good judgment, materials and resources, therapy strategies, evaluation techniques, problem solving.</i>					
d. Assesses Student Learning <i>Alignment with instructional goals, criteria/standards used for planning.</i>					
e. Follows Prescribed Curriculum <i>Value, clarity, suitability for diverse students, balance; instructional goals/lesson plans address Michigan Curriculum Framework standards and benchmarks.</i>					
f. Uses Preparation Time to Support Teaching and Learning <i>Time applied to mastery of standards and benchmarks.</i>					
g. Provides Instructional Materials for Substitutes <i>Substitute packet materials and plans.</i>					
Comments					
II. Classroom, School, Community, Environment	Unsatisfactory	Basic	Proficient	Distinguished	N/A
a. Creates an Environment of Respect and Rapport <i>Teacher interaction with students, student interaction</i>					
b. Establishes a Culture for Learning <i>Importance of the content, student pride in work, high expectations for learning and achievement, student motivation</i>					
c. Manages Classroom Procedures <i>Management of instructional groups, transitions, materials and supplies, performance of noninstructional duties, supervision of support staff</i>					
d. Manages Student Behavior <i>High expectations, monitoring of student behavior, response to student misbehavior.</i>					
e. Practices School Health and Safety Procedures <i>Knowledge of fire, disaster, and crisis procedures; supervision of students during emergency drills; procedures for securing and dispensing medication and associated record-keeping; recommended precautionary measures related to bloodborne pathogens.</i>					
f. Organizes Physical Space <i>Safety and arrangement of furniture, classroom appearance, use of physical resources</i>					
Comments					

III. Instruction/Delivery of Services	Unsatisfactory	Basic	Proficient	Distinguished	N/A
a. Communicates Clearly and Accurately <i>Directions and procedures, oral and written language</i>					
b. Uses Effective Questioning and Discussion Techniques <i>Quality of questions, discussion techniques, student participation</i>					
c. Engages Students in Learning/Targeted Service <i>Content, activities, and assignments; group of students, motivation, participation; instructional materials and resources; structure and pacing.</i>					
d. Provides Feedback to Students <i>Quality, accurate, substantive, constructive, and specific; timeliness</i>					
e. Demonstrates Flexibility and Responsiveness <i>Lesson/service adjustment, response to students, problem solving</i>					
f. Uses Instructional/Service Delivery Time Productively <i>Full use of available time to achieve targeted goals</i>					
g. Engages in Long-Range Reflection of Student Skill Development <i>Goals of targeted individuals accomplished</i>					
Comments					
IV. Professional Responsibilities	Unsatisfactory	Basic	Proficient	Distinguished	N/A
a. Maintains Accurate Records <i>Instructional and noninstructional records, forms</i>					
b. Communicates with Parents, Families, Districts, Agencies <i>Information about instructional programs, student information, engagement of families in instructional program; interaction with consumers</i>					
c. Contributes to the District/Building <i>Relationships with colleagues, service to the building, supports district</i>					
d. Cooperates with Colleagues and Support Staff <i>Respectful, courteous interaction with instructional and non-instructional staff; team player; fair share of ideas, materials, committee work</i>					
e. Cooperates with/Supports Administration <i>Positive participation in staff meetings, committees, school improvement initiatives; administrative decisions upheld</i>					
f. Follows Building Policies and Procedures <i>Knowledge, execution of policies/procedures outlined in Personnel Handbook</i>					
g. Works Toward Professional Growth and Development <i>Implementation of essential curriculum; commitment to ongoing learning</i>					
h. Shows Professionalism <i>Confidentiality in all matters; service to students, advocacy, decision making; dress and grooming; attendance; punctuality</i>					
Comments					

Post-Evaluation Conference

Suggestions for Improvement

Teacher's Signature	Evaluator's Signature	Post-Evaluation Conference Date

APPENDIX I

MEBU TEACHER CALENDAR 2009/2010

JULY '09 0				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

AUGUST '09 11				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

SEPTEMBER '09 20				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

OCTOBER '09 22				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

NOVEMBER '09 18				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

DECEMBER '09 14				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

JANUARY '10 20				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

FEBRUARY '10 18.5				
M	T	W	TH	F
1	2*	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

MARCH '10 23				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

APRIL '10 16				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

MAY '10 20.5				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27*	28
31				

JUNE '10 22				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

205 Instructor Days
(Include 2 half days)

August

17 1st Teacher Day

September

3 All Staff Orientation

4-7 Labor Day Weekend

8 1st Student Day

November

25-27 Thanksgiving Holiday

30 Prof. Development Day

December/January

Dec. 21-Jan.1 Christmas Break

February

2 TEC Open House*

12-15 Winter Break

16 Prof. Development Day

April

2-9 Spring Break

May

27 Certification Ceremony*

31 Memorial Day

June

18 Last Student Day

30 Last Teacher Day

First/Last Teacher Days

All Staff Orientation

First/Last Day for Students

Prof. Development Days

Holidays/Non-Working Days

* Tentative Dates

**Calendar subject to change

APPENDIX J
St Clair County RESA

Please attach a voided check if checking account or deposit slip if savings account

About Our Payroll Direct Deposit Program

Q. Can I deposit my payroll into my personal financial institution?

A. With your authorization we will deposit your payroll earnings into the financial institution of your choice.

Q. How will I know the amount of the deposit?

A. We will provide a copy of your payroll earnings each payday. The deposit will also appear on your bank statement.

Q. What if I do not have a bank account?

A. You must open a checking or savings account in the financial institution of your choice to enroll in direct deposit.

Q. Can I deposit my earnings into more than one financial institution?

A. Yes, there are a number of deposit options available in our program.

Q. Can I deposit the same amount into one account and have my overtime or extra earnings deposited into another?

A. Yes, your extra earnings may be deposited into accounts you choose.

Q. Can I change my deposit accounts and amounts?

A. Yes, simply complete an authorization form indicating your new deposit information.

Authorization Agreement for Automatic Payroll Deposits

Employee Information

Name _____ SSN _____
(as it appears on your bank account)

Address _____

Financial Institution Information

Financial Institution Name _____

Address _____

Account # _____ Routing # _____

Account Type: Savings _____ Checking _____ Deposit Amount \$ _____
(Enter "Net" to deposit your entire paycheck)

Financial Institution Telephone # (____) _____ - _____

Alternate Deposit Accounts

Alt 1 _____ (____) _____ - _____ \$ _____
(Financial Institution Name) (Telephone #) (Acct #) (Type) (Deposit Amount)

Alt 2 _____ (____) _____ - _____ \$ _____
(Financial Institution Name) (Telephone #) (Acct #) (Type) (Deposit Amount)

Alt 3 _____ (____) _____ - _____ \$ _____
(Financial Institution Name) (Telephone #) (Acct #) (Type) (Deposit Amount)

Alt 4 _____ (____) _____ - _____ \$ _____
(Financial Institution Name) (Telephone #) (Acct #) (Type) (Deposit Amount)

Authorization

I hereby authorize St. Clair County RESA to deposit my payroll earnings into the account(s) listed above and if necessary, debit entries or adjustments for any deposits made in error to my (our) account. This authority will remain in full force and effect until written notice from me has been received by the company in such a manner as to afford reasonable time to act on it.

Signature _____

Date _____

APPENDIX K

EMPLOYEE AUTHORIZATION FOR DIRECT DEPOSIT

Until further notice I authorize _____ to
direct deposit wages due me to my personal bank account.

Attached is a sample deposit slip(s) solely for the purpose of verifying my
account number and the financial institution's routing number.

_____ Please start my direct deposit effective _____
_____ Please cancel my direct deposit effective _____

	<u>Account 1</u>	<u>Account 2</u>
Checking or Savings (C or S)	_____	_____
Account Number	_____	_____
Bank Name	_____	_____
Address	_____ _____	_____ _____
Branch Name	_____	_____
Routing Number	_____	_____
Amount or All	_____	_____

Name _____ Date _____

Signature _____

APPENDIX L

2009-2010 ACADEMY PAY SCHEDULE			
Time Sheet Dates	Timesheets Due	Pay Day	
6/27/2009	7/10/2009	7/10/2009	
7/11/2009	7/24/2009	7/24/2009	
7/25/2009	8/7/2009	8/7/2009	
8/8/2009	8/21/2009	8/21/2009	
8/22/2009	9/4/2009	9/4/2009	
9/5/2009	9/18/2009	9/18/2009	
9/19/2009	10/2/2009	10/2/2009	
10/3/2009	10/16/2009	10/16/2009	
10/17/2009	10/30/2009	10/30/2009	
10/31/2009	11/13/2009	11/13/2009	
11/14/2009	11/27/2009	11/27/2009	
11/28/2009	12/11/2009	12/11/2009	
12/12/2009	12/25/2009	12/25/2009	
12/26/2009	1/8/2010	1/8/2010	
1/9/2010	1/22/2010	1/22/2010	
1/23/2010	2/5/2010	2/5/2010	
2/6/2010	2/19/2010	2/19/2010	
2/20/2010	3/5/2010	3/5/2010	
3/6/2010	3/19/2010	3/19/2010	
3/20/2010	4/2/2010	4/2/2010	
4/3/2010	4/16/2010	4/16/2010	
4/17/2010	4/30/2010	4/30/2010	
5/1/2010	5/14/2010	5/14/2010	
5/15/2010	5/28/2010	5/28/2010	
5/29/2010	6/11/2010	6/11/2010	
6/12/2010	6/25/2010	6/25/2010	
6/26/2010	7/9/2010	7/9/2010	

2009-2010 RESA PAY SCHEDULE		
Time Sheet Dates	Pay Day	
6/20/2009	7/3/2009	7/14/2009
7/4/2009	7/17/2009	7/28/2009
7/18/2009	7/31/2009	8/11/2009
8/1/2009	8/14/2009	8/25/2009
8/15/2009	8/28/2009	9/8/2009
8/29/2009	9/11/2009	9/22/2009
9/12/2009	9/25/2009	10/6/2009
9/26/2009	10/9/2009	10/20/2009
10/10/2009	10/23/2009	11/3/2009
10/24/2009	11/6/2009	11/17/2009
11/7/2009	11/20/2009	12/1/2009
11/21/2009	12/4/2009	12/15/2009
12/5/2009	12/18/2009	12/29/2009
12/19/2009	1/1/2010	1/12/2010
1/2/2010	1/15/2010	1/26/2010
1/16/2010	1/29/2010	2/9/2010
1/30/2010	2/12/2010	2/23/2010
2/13/2010	2/26/2010	3/9/2010
2/27/2010	3/12/2010	3/23/2010
3/13/2010	3/26/2010	4/6/2010
3/27/2010	4/9/2010	4/20/2010
4/10/2010	4/23/2010	5/4/2010
4/24/2010	5/7/2010	5/18/2010
5/8/2010	5/21/2010	6/1/2010
5/22/2010	6/4/2010	6/15/2010
6/5/2010	6/18/2010	6/29/2010
6/20/2009	7/3/2009	7/14/2009

Time sheets are due in payroll office on the last day of time sheet dates. Changes to time sheets already turned in are due Tuesday before the check date.

APPENDIX M

PAYROLL AUTHORIZATION FORM
SET Insurance Options

I, _____, wish to have the amount of my annual
Name Printed
premium for Optional Life Insurance deducted through payroll for fiscal year
2009/2010.

I, _____, wish to have the amount of my annual
Name Printed
premium for Survivor Income Insurance deducted through payroll for fiscal
year 2009/2010.

I, _____, wish to have the amount of my annual
Name Printed
premium for Hospital Confinement Indemnity deducted through payroll for
fiscal year 2009/2010.

I, _____, wish to have the amount of my annual
Name Printed
premium for Short Term Disability insurance deducted through payroll for fiscal
year 2009/2010. The premium will be calculated based on age and compensation
level.

Signature _____
Academy Name _____
Date _____