

CONTRACT AGREEMENT

Between

**SANILAC INTERMEDIATE BOARD
OF EDUCATION**

And the

**TRI-COUNTY BARGAINING
ASSOCIATION MEA/NEA**

July 1, 2010 - June 30, 2012

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PREAMBLE

This Agreement entered into this 1st day of July, 2010 by and between the Tri-County Bargaining Association, MEA/NEA (Michigan Education Association/ National Education Association), hereinafter called the "Association", and the Sanilac Intermediate School District, hereinafter called the "Board". The signatories shall be the parties to this Agreement.

ARTICLE 1 - RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all employees in the following described unit:

All certified personnel whether under contract or on leave, including but not limited to Teachers, Occupational Therapists, School Social Workers, Speech Therapists, Teacher Consultants, Guidance Counselors, etc.

Excluded: Superintendent, Assistant Superintendent, Directors of School and Community Relations, Principals, Assistant Principals, Business Manager, Adult Education Teachers, Substitutes, Para- Professionals, Aides, Secretaries, Custodians, Nurses, Sanilac County Economic Development Corporation, Michigan Works Staffing Personnel and part-time personnel and any other positions which are excluded from this bargaining unit within the meaning of PERA. Part-time is defined as less than 50% of the normal workweek.

B. The term "Teacher" or "Unit Member" when used hereinafter in the Agreement shall refer to all certified personnel represented by the Association in the bargaining unit as above defined.

ARTICLE 2 - RIGHTS OF THE BOARD

It is recognized by all parties hereto that the Board, on its own behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. It is further recognized that the exercise of said powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 3 - ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the opportunity to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. The Association shall make its requests forty-eight (48) hours prior to the date requested to the Superintendent for approval.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property before and after the normal school day and during the teachers' lunch period, not, however, during any paid time (lunch time is not considered paid time).
- C. The Association shall have the opportunity to use the school's facilities and equipment at such time when the facilities and equipment are not otherwise in use and the use of such facilities and equipment is scheduled with the appropriate administrator.

The Association may be charged and will reimburse the Board for the cost of materials and supplies incident to such use. The Association shall be liable for any damages caused to school facilities and equipment due to negligent use of or operation by the Association. If upon the request of the Association equipment is to be operated for an Association event by school personnel outside the bargaining unit the Board may make a charge therefore. The use of this equipment is restricted to strictly SIEA business and purpose. Estimates of costs of materials, supplies or other charges shall be provided by the Superintendent upon the request of the Association.

- D. The Board shall provide the Association access to information to which the Association is legally entitled which includes information which may be necessary to process any grievance.
- E. The Board, upon the written request of the Association, shall provide the Association with the opportunity to discuss financial matters of the District with the Board's representative.

ARTICLE 4 - TEACHER RIGHTS

- A. The private and personal life of any teacher is not within the appropriate concern or attention of the Board of Education unless the teacher's actions are detrimental to the performance of his/her professional responsibilities with students, the Administration, Faculty, the Board of Education or the operation of the Intermediate District.
- B. The Board, at the request of the Association, will have its representative(s) meet with the Association concerning policies and procedures relative to the Family Educational Rights and Privacy Act of 1974.

ARTICLE 5 - DUES AND PAYROLL DEDUCTION

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board a written authorization to deduct dues of the Association by September 30. Such authorization shall continue in effect from year to year unless revoked between July 1 and August 15. Dues shall be deducted from the regular salary checks of the teacher each pay beginning with the first (1st) paycheck in October and ending with the last paycheck in May of each year. Any teacher who chooses to pay Association dues in full shall do so on or before December 15. Any teacher hired after the beginning of the school year and who becomes a member of the Association shall have his/her dues prorated. There will be no changes in payroll deductions for the dues after September 30.
- B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, assessments, political action contributions, and the credit union. Such deductions or changes shall become effective with the first payroll of the month following that in which authorization is received in the ISD office, provided however, that the teacher may terminate deductions at any time. Such deductions shall be mailed to recipient within three (3) working days after the date of the payroll, with the exception of annuity deductions which shall be mailed, to the recipient within three (3) working days of the receipt of a billing from the recipient.

ARTICLE 6 - AGENCY SHOP

- A. All members of the bargaining unit hired by the Sanilac Intermediate Board after July 1, 1976, shall make application for membership within thirty (30) days from the first day of the school year, or as a condition of employment, pay a service fee to the Association in the amount equivalent to the dues required to be paid by members, less any amounts not permitted by law. Those bargaining unit members hired prior to July 1, 1976, who are members must either remain members or pay the service fee.
- B. The bargaining unit member shall have the option of paying such fee in full by November 1 of a school year by either check or money order or authorizing payroll deduction of such a fee.
- C. In the event the service fee is not paid, or payroll deduction not authorized by November 1 of a school year, the Board upon receiving a signed statement from the Association indicating that the staff member has failed to comply with this provision, shall immediately notify the staff member that his/her services shall be discontinued at the end of the school year.
- D. The Association agrees to indemnify and save the Board harmless from any liability for damages, costs, attorney's fees (including reasonable mileage, meals, telephone, and lodging) incurred as a result of the Board's compliance with this article. Decisions to appeal the decision of a court or administrative agency relative to the enforcement of this article rest with the Board.

ARTICLE 7 - TEACHER PROTECTION

- A. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall render assistance to said teacher in connection with the handling of the incident as long as the teacher was following law, Board rules, regulations and policies.
- B. If any teacher has a complaint lodged against him/her with a law enforcement agency or issued as a result of any action taken by the teacher while in performance of his/her regularly assigned duties and performing properly in accordance with state and federal laws, rules, and regulations, and in accordance with written Board policy and written administrative regulations, the Board shall render assistance to said teacher in the handling of the incident by law enforcement and judicial authorities.
- C. A teacher shall be released with no loss of pay or benefits to attend such proceedings as may result from a complaint or suit as mentioned in sections A and B, above. Time needed outside the courtroom in connection with such a complaint or incident may be granted with pay at the discretion of the Board.
- D.
 - 1. Teachers are expected to exercise responsibility with respect to the rights, safety, and property of pupils but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
 - 2. The Board shall reimburse teachers for loss or damage or destruction due to student misconduct while on duty in the school of personal property of a kind normally worn or brought into school, when the teacher has not been negligent, to the extent that such loss is not covered by insurance.
 - 3. The term "personal property" shall not include cash. The term "loss", "damage", and "destruction" shall not cover the effects of normal wear and tear and use.
 - 4. Teachers who bring personal property into the school for classroom use will be reimbursed for damages or loss only if permission is received in writing from the immediate supervisor to bring such property into the school. The amount of liability accepted by the school will also be indicated in writing.
- E. A written statement by the Board governing use of corporal punishment of students will be publicized to all teachers.

ARTICLE 8 - CONDITIONS OF EMPLOYMENT

- A. The administrator and the teacher will work cooperatively in developing work schedules. The administrator retains the final decision relative to all work schedules should mutual agreement on scheduling not be possible. These schedules shall indicate student contact, conference, preparation time, and travel time, to meet the needs of the job responsibilities.

- B. Regular monthly staff meetings will be planned at the beginning of each semester. Attendance at said meetings is required unless excused by the administrator. Meetings may be scheduled as one 60 minute meeting per month or two 30 minute meetings per month as deemed appropriate by the administrator. Every effort shall be made by the Administrator to complete these meetings during normal work time. The administrator may cancel the monthly meeting if s/he deems it unnecessary. Special meetings may be called in an emergency situation and whenever possible twenty-four (24) hour notice will be given to the staff. When a special meeting is called without 24 hour notice unit members with prior commitments shall be excused by the Administrator.
- C. Unit members shall not be required to substitute for other unit members with the following exception:
 - 1. A member shall sub for another if required by his/her job description, i.e., ancillary staff substituting so classroom teachers may attend IEPT.
- D. As part of their professional responsibilities, members of the unit may be required to attend no more than five (5) meetings per year after normal hours for such things as parent meetings and open houses.
- E. The parties recognize that the availability of appropriate instructional facilities, equipment and supplies is necessary in providing a high quality of education. The Board agrees, within the limits of its resources, to keep work stations adequately maintained, equipped and supplied. Work stations utilized by persons other than the assigned bargaining unit member shall be returned to a clean and orderly condition ready for instruction to resume when students are scheduled to report.
- F. Unit members are responsible for keeping certification current.
- G. Unit members will be required to annually update inventories. (An inventory system will be designed by Staff and Administration.)

ARTICLE 9 - LESSON PLANS

- A. Lesson plans shall be developed by the teacher for his/her use and for substitute teachers.
- B. Such lesson plans shall contain sufficient information and direction so that class may be conducted and normal procedures followed. Lessons to be appropriate in consideration of hazardous tasks under the supervision of a substitute instructor. If the building administrator feels the plans are inadequate, she/he may require the deficiencies be remedied. She/he shall be specific as to the remedies she/he seeks.

ARTICLE 10 - PARKING

Parking shall be provided for members of the bargaining unit. No member of the bargaining unit shall be required to park in a specific parking place.

ARTICLE 11 - PERSONNEL FILES AND RECORDS

- A. There shall be one official personnel file for each teacher. Each teacher shall have full access to and may have duplicates of records kept in his or her personnel file except for letters of recommendation of a confidential nature provided prior to employment. This official personnel file shall be held at the office of the Superintendent, 175 E. Aitken Road, Peck, Michigan 48466. A representative of the Association may be requested to accompany the staff member in such review. Upon written authorization of the teacher, an Association Representative as designated by that teacher may have the same access to the teacher's file.
- B. The only records which shall be kept in the teacher's official personnel file shall be:
 - 1. Professional credentials and letters of recommendation
 - 2. All evaluation materials
 - 3. Record of required immunizations
 - 4. Transcripts of all college work
 - 5. Relevant professional material which the instructor wishes to have included in the file
 - 6. All material providing the basis for a disciplinary action or dismissal
 - 7. Salary statement and teacher's contract
- C. Material shall not be placed in the teacher's personnel file unless a copy of the material has been supplied to the teacher. The teacher may submit a written notation regarding any material placed in the file and have such notation attached to the material in question. In the event the material placed in the teacher's file is the basis for any disciplinary action and such action is challenged and not upheld, all materials supporting such action and the charges thereon shall be removed from the teacher's file.
- D. If the staff member believes that materials placed in his/her file are inappropriate or in error, s/he may receive adjustment through the grievance procedure. If the teacher is asked to sign material placed in his/her files, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material, unless agreement is specified.

ARTICLE 12 - DISCIPLINE

- A. No teacher shall be disciplined, reprimanded, suspended, or discharged without just cause. Complaints by a parent, student, or other person directed toward a teacher shall be called to the teacher's attention if a permanent record is to be

made of such a complaint. The grounds forming the basis of disciplinary action will be made available to the teacher in writing.

- B. A teacher may at his/her option have a representative of the Association present during a disciplinary-action conference unless the conduct of the teacher warrants immediate disciplinary action by the Board or its representatives.

ARTICLE 13 - TEACHING HOURS

- A. 1. When any ISD facility is closed for any reason, unit members scheduled in said facility shall not be required to report to work.
 - a) For purposes of inclement weather, the Sanilac Career Center and Jackson Street Office shall be deemed closed when any five (5) of the constituent districts are closed.
 - b) Members who are scheduled in more than one district or building are required to follow any part of their schedule which remains open.
 - c) When schools are open and evidence determines that unit members are unable to report for work because their health and safety may be threatened by attempting to report, the unit member shall be excluded without loss of pay of other adverse effects.
 - d) If an early dismissal shall occur, unit members shall remain on duty until all student supervision responsibilities are met.
- 2. The normal work day for all employees covered by this agreement shall not exceed seven and one-half (7 1/2) hours per day, including a thirty (30) minute duty free lunch period. No unit member shall be assigned more than 350 minutes of student contact time per day except as described in A2a below. On Friday and days preceding recess periods, the unit members work day shall end after student dismissal (providing student supervision responsibilities are completed.)
 - a. Unit members housed within a local school district facilities shall have their scheduled altered to coincide with the instructional schedule of that district as per the following conditions:
 - 1. Student contact time will be adjusted so that all unit members provide equal instructional time as a 184 day employee to the Sanilac ISD (i.e. 350 minutes/day in 2004-2005). Additionally, fifteen (15) minutes per day shall be utilized for routine duties associated with the beginning and end of the class. The start and end of day is counted as contact time and shall be staffed as specified by administration.

2. Members covered under this section will be provided a minimum of 55 minutes of preparation time per day or a total of 275 minutes per week. (This shall not be applied to teachers with regularly scheduled classes.) This time shall be free from student contact.
 3. Pay for all members covered in this sub-section shall be at the level of a 184 day employee.
 4. All instructional staff covered by this section shall submit to their supervisor a daily schedule of activities to reflect staff breaks, lunch times, and preparation time. This schedule shall be submitted no later than September 1 of each year and is to be considered only as a general guide for staff.
 5. Special Education staff covered by this section shall work no more in-service days than other association members.
 6. If staff become housed in any other district or calendar becomes longer or shorter than that in existence in 2004-2005, this sub-section may be renegotiated at the request of either party.
 - b. Special Education Staff who are sub-contracted to another district shall not exceed 180 days of student instruction. If additional days are required to meet the needs of the local district, then the member shall be compensated at their per diem rate for each additional day scheduled. Members addressed in this item shall develop a calendar for the year for administration and the association that reflects beginning date, ending date, instructional days, vacation and in-service days.
3. In the event the Board of Education determines to have summer counseling, Agriscience Work Study, Special Education summer programs or other full day assignments, those employees will be paid per diem. Other duties assigned that are not a full day of work will be paid on an hourly basis determined by the individual's per diem rate.
 4. Regarding summer Special Education Program(s), the length of the workday for teachers and therapist shall not exceed six and one-half hours including:
 - a. A thirty (30) minute lunch
 - c. Preparation time of sixty (60) minutes
 - d. Student contact time of five hours per day (length of student day is determined by State Board of Education Rules/Guidelines).
 - e. The length of day and student contact time may be waived on the approval of the unit members involved.
 5. Regarding summer Special Education program(s), the rate of pay for teachers and therapists shall be the per diem rate of said employee. The

employee, at their option, may work only those hours necessary to meet the requirements of the IEP and be paid their hourly rate for hours worked.

6. Current employees in the position who are certified for said summer positions shall have first opportunity for those positions. If no certified employee applies for the summer position, then other bargaining unit members may apply. If no one currently on staff apply, then the position may be filled by non-bargaining unit applicants.
 7. When days of school are missed due to acts of God and the number missed exceeds the allowable number set by the state, the following guidelines shall be followed to account for necessary days and time.
 - a. The parties agree to meet in an effort to mutually agree on when any make up days should occur. In the event they are unable to agree, the days will be added on to the end of the calendar. Said meeting(s) shall occur prior to March 15 of each year.
 - b. Should a day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at their daily rate.
 - c. It is understood and agreed that in the event that the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to upgrade his/her skills, the teacher may use his/her personal leave or at his/her discretion apply for unpaid leave time to cover any lost time.
 - d. Should the provisions of the state law be changed, the above provisions shall be considered null and void and the provisions and practices in existence prior to this agreement shall be reinstated to the extent permitted by law. Those practices and provisions shall be as those contained in Master Agreement of 1984 through 1985-86.
 8. The assignment of such hours in 2 above for Career-Technical Preparation Student Service Employees and the location of the work place shall be an administrative decision.
 9. With prior approval from an immediate supervisor an employee shall be given compensatory time for all hours worked outside of the normal school day. The maximum number of compensatory time an employee can earn will not exceed 2 days. Compensatory time may be used in ½ day increments.
- B. All members of the unit shall be entitled to a duty-free uninterrupted lunch period of thirty (30) minutes.

- C. No CTE class shall exceed thirty (30) enrolled students with an Instructional Support Technician/Re-sale Aid or twenty-two (22) without an Instructional support Technician. Construction II has a cap of twenty-two (22) students per session. An instructor has the option to agree to an overload at the rate of \$300 per student per semester.
- D. No departure from these norms except in the case of an emergency shall be made, without prior consultation with the Association.
- E. In pursuit of unit professional teaching responsibilities, the Board agrees that there is a need for research, planning, meeting with parents, material gathering, consultation with various specialists, and other activities. Accordingly, the Board agrees to the following:
1. All unit members will be given seventy-five minutes of planning time per day except those members covered under Section A2a. During these periods, no student contact will be scheduled.
 2. Substitutes will be provided for all program mandated aides.
 3. Planning periods and lunch periods will not be scheduled simultaneously.
- F.
1. Up to six (6) paid days per year per advisor shall be allowed for approved Career-Technical Preparation youth clubs, special education, example muscular dystrophy, and Special Olympic activities. These days shall be in addition to any personal or professional leave days as defined in Article 18.
 2. Youth Clubs and special education activities advisors shall be allowed to accompany and chaperone students to approved activities at pre-established student/advisory ratios including: leadership development; local, district, regional, state and national competition sessions.
 3. Youth Club and special education activities advisors shall meet with their principal/supervisor and/or his/her designee prior to September 30 of each year for the purpose of establishing youth club and Special Olympic activities.
 4. The Board agrees to provide up to \$15,000 annually for approved CTE Youth Club activities and up to \$3,000 annually for approved Special Education activities to cover expenses incurred by advisor as a result of these activities. Such expenses shall include travel, lodging, meals and per diem rate for instructional time outside of a normal workday. (If budget is inadequate, instructors may be granted compensation days in lieu of per diem rate.) Any unused funds shall automatically roll to the next fiscal year and be in addition to Board's \$15,000 commitment for CTE Youth Club activities
- G.
1. When a staff member is required to attend or participate in an activity outside of normal working hours, except those occasions that are elsewhere specified in this Agreement, compensation will be awarded the

unit member based on the formula contained in Article 27, section F. of this Agreement.

2. For the purpose of this section, approved activities shall mean those activities approved in advance by the immediate supervisor and/or the Superintendent.
3. When a unit member is required to participate in an approved student activity, during or outside of normal working hours, the unit member will be reimbursed for any approved personal out-of-pocket expenses related to the activity, upon presentation of evidence of said expenses. Extra pay will not be awarded unless agreed to in advance of the specific approved student activity.
4. When a unit member is required to participate in an approved student activity during normal working hours, his/her compensation and other benefits shall be maintained.
5. When a unit member is required to participate in an approved student activity involving student supervision on a non-scheduled workday the unit member, upon application, will be awarded one day of regular pay for each non-scheduled workday worked. This compensation will be funded as part of the \$10,000 provided by the Board.

ARTICLE 14 - TEACHER QUALIFICATIONS & ASSIGNMENTS

- A. Teachers shall not be assigned outside the scope of their teaching certificates and/or their minor/major field of study except temporarily, and for good cause, in accordance with Michigan Certification requirements. Temporary shall be defined for the purposes of this paragraph as not to extend beyond the current semester.
- B. All teachers shall be given written notice of their tentative assignment for the forthcoming year no later than the preceding first day of June. In the event that changes in such assignment are made, all teachers affected shall be notified promptly and consulted, if possible. In no event will changes in teachers' assignment be made later than the 15th day of August preceding the commencement of the school year, unless an emergency as defined by the Board requires same, and the Association shall be so notified in each instance.
- C. Preference in making assignments for Special Olympics, all Camps, Summer School and Adult Education classes will be given to teachers regularly employed in the District. Summer School and Adult Education classes are not obligatory, but shall be with the consent of the teachers.

ARTICLE 15 - ASSIGNMENTS, TRANSFERS, VACANCIES

- A. The Association recognizes that the Board of Education has the exclusive right to make job assignments and transfers, and fill vacancies, subject only to the conditions listed below.
- B. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers.
- C. Requests by a teacher for a transfer to a different building or position shall be made in writing on forms furnished by the Board, one (1) copy of which shall be filed with the Superintendent and one (1) copy retained by the teacher. The application shall set forth the reasons for the transfer, the school, grade or position sought and the applicant's qualifications and experience. Such requests shall be reviewed once each year. The requests will be void each July 1.
- D. An involuntary transfer will be made only in the following cases:
 - 1. To satisfy the curriculum, educational or financial needs of the Intermediate District; to satisfy problems related to physical facilities, certification or state and/or federal rules and regulations pertaining to the Intermediate District, its constituent Districts and/or its students.
 - 2. Due to revised, new, expanded or reduced program and/or curriculum and/or offerings;
 - 3. Due to permanent or temporary vacancies caused by terminations, leaves or prolonged illness.
- E. The immediate supervisor shall consult with the affected teacher prior to making the final decision during the normal school year. In the summer, if the Board is unable to notify the teacher, it shall notify the Association.
- F. Vacancies may be filled on a temporary or tentative basis until the end of the current school year.
- G. A vacancy will be defined as a position which the Board intends to fill which is covered by this Agreement.
- H. When a vacancy or new position arises, the Superintendent shall post notice of the position within the District's Administrative Offices and buildings and give three copies of said notice to the SIEA President. The notice shall be posted for no less than ten (10) calendar days before the position is permanently filled.
- I. A bargaining unit member may apply for any vacancy. The qualifications will be contained on the posting. Where more than one candidate meets the required qualifications for the position, the most qualified bargaining unit member will be offered the position. Where qualifications are equal seniority will be the deciding factor.

- J. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed up through August 20.
1. The Board will provide an area on the letter of intent where members will indicate their desire to receive a notice of vacancy in the areas which they are certified.
 2. Should a vacancy occur, the teachers who have expressed an interest in said position shall be contacted by the Superintendent and notified of the vacancy.
 3. The teacher so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position within the time limits set forth in the posting.
 4. All postings shall be sent to the SIEA President and designee. It shall be the responsibility of the Association to notify the Superintendent of that designee's address.
- K. A bargaining unit member may apply for any administrative vacancy. Where the unit member's credentials are equal to or better than those specified by the job posting, that member shall be interviewed, and shall be given additional consideration for his/her service with the Intermediate District.
- L. All Administrative vacancies and/or newly created positions will be posted in accordance with sections H and J of this Article.

ARTICLE 16 - PROFESSIONAL STAFF MEMBER EVALUATION

- A. The Board recognizes that an evaluation of a professional staff member's performance and programs of assistance are essential to the continual improvement of the instructional programs in the District. Evaluations shall include all duties and functions of the work performed and of the overall performance of the professional staff member. All evaluation procedures shall be reviewed by the immediate supervisor before evaluation takes place.
- B. Those bargaining unit members who are subject to the Michigan State Teachers' Tenure Act shall serve a probationary period of four (4) years. Those bargaining unit members who are not subject to the Tenure Act shall serve a probationary period of two (2) years. A bargaining unit member's probationary period may be extended, as permitted by law, by the Board of Education.
- C. At least sixty (60) days prior to the end of the school year, the Board shall provide a probationary bargaining unit member with a written statement as to whether or not his/her work has been satisfactory. In the event that a bargaining unit member will be serving more than one (1) year of probation, he/she will be provided with an individualized development plan.

- D. To the extent that classroom observations are involved, there will be at least two (2) during the school year, no less than sixty (60) days apart. Each classroom observation shall be for a minimum of thirty (30) minutes.
- E. The evaluation of the performance of a professional staff member, which takes place in their work area, shall be conducted openly and with the full knowledge of the professional staff. Observation for the purpose of evaluation may take place anywhere at any time. When requested by the professional staff member, in writing, scheduled observations will be arranged. Such written request shall be submitted to the immediate supervisor by November 15th.
- F. Each non-probationary bargaining unit member shall be evaluated at least once every three (3) years. They shall be notified by September 30th in the year they are to be evaluated. If the bargaining unit member receives a less than satisfactory performance evaluation, the school district shall provide the bargaining unit member with an individualized development plan developed by appropriate administrative personnel in consultation with the individual member. The performance evaluations shall be based on, but not limited to, at least two observations conducted during the period covered by the evaluation and, if the bargaining unit member has an individualized development plan, shall include at least an assessment of the member's progress in meeting the goals of his/her individualized development plan.
- G. The professional staff member shall have a conference regarding any observation with the person making the observation within ten (10) working days of the observation. A copy of the written evaluation report of the observation shall be submitted to the professional staff member at or before the time of the conference and the professional staff member shall have the opportunity to review this report with the evaluator.
- H. If deficiencies in performance are evidenced, such deficiencies shall promptly be set forth in specific terms and shall identify specific ways in which performance is to improve. A reasonable period of time in which to attain these desired improvements will be recommended. Insofar as possible the development and implementation of plans of improvement shall be a cooperative endeavor between the professional staff member and the administrator.
- I. The professional staff member will be provided with a copy of any materials pertaining to his/her overall performance which is filed in his/her personnel file. The professional staff member shall be asked to sign material pertaining to his/her performance placed in his/her file. Such a signature shall be understood to indicate his/her receipt of a copy of the material, but, in no instance shall said signature be interpreted to mean agreement with the content of the material. The professional staff member may submit a written notation regarding such material within ten (10) working days of receiving it and the same shall be attached to the file copy of the material. The professional staff member shall be provided the opportunity for administrative review when requested in writing.
- J. In the event it is recommended a professional staff member is not to be continued in employment, the professional staff member shall be advised of reasons in writing.

ARTICLE 17 - ILLNESS AND/OR DISABILITY

- A. At the beginning of each school year each teacher shall be credited with twelve (12) sick days, the unused portion of which may accumulate from year to year to a maximum of one-hundred twenty (120) days. Unit members who work more than the 184 day schedule and unit members employed for the special education extended year shall be credited with one (1) additional sick day per each fifteen (15) days of additional employment. Additional sick days for less than fifteen (15) days worked will be given on a pro-rated basis. These days may be taken by the teacher for the following reasons and subject to the following conditions:
1. Personal Illness or Disability--the teacher may use these days for his/her personal illness or disability, or illness or disability of either child, spouse, mother, father, or person for whom the employee is a legal guardian, including disabilities caused by or contributed to by pregnancy.
 2. Medical or Nursing Care--the teacher may take one (1) day to make arrangements for medical or nursing care for a member of his/her immediate family, as defined in B. 1, below.
 3. FMLA leaves will require the use of sick, personal and vacation days first.
- B. At the beginning of each year each teacher shall be credited with ten (10) days to be used in the manner described below:
1. When a death occurs in the immediate family, the employee shall be entitled to a maximum of five (5) days per death. The immediate family is defined as spouse, children, father, mother, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, step-parent, step-child and step-grandchild and persons for whom the employee is a legal guardian. Additional days may be granted at the discretion of the Superintendent which will be deducted from accumulated sick leave.
 2. Other Deaths -- the teacher may take up to a maximum of three (3) days per death to attend the funeral in the event of the death of aunts and uncles. Additional days may be granted at the discretion of the Superintendent which will be deducted from accumulated sick leave.
 3. A teacher will receive one (1) day to attend the funeral of the death of friends or other relatives not defined in 1 or 2 above. Additional days may be granted at the discretion of the Superintendent which will be deducted from accumulated sick leave.
- C. Teachers absent from work because of Mumps, Scarlet Fever, Measles or Chickenpox shall receive their regular pay for a maximum of twenty (20) school days, if it is certified that the mentioned illnesses were contracted in the course of their employment. If it is certified that additional recovery days are necessary, they shall be granted.

- D. The payment of insurance premiums will cease one hundred twenty (120) days after the month in which the teacher has exhausted his/her personal sick days and the teacher continues to be off due to illness or disability. The unit member may, subject to the terms of the carrier, continue insurance at the unit member's own expense through the Intermediate office.
- E. In the event a staff member takes a childcare leave necessitated by the illness or disability of said child, the Board will pay the staff member's health insurance premium during this leave upon medical verification of the illness or disability.
- F. Employees leaving the Sanilac Intermediate School District after ten (10) full years of service via resignation, death, layoff (after 2 years) or retirement will be compensated \$15.00 for each day of accumulated sick leave. In the case of layoff, a person who is reemployed shall start the years of service over for the purpose of this paragraph.
- G. The Superintendent can request that doctor's slips be provided from the employee that will verify the sickness or injury after missing five (5) continuous school days.

ARTICLE 18 - PROFESSIONAL, ASSOCIATION AND PERSONAL LEAVES

- A. At the beginning of each school year each bargaining unit member shall be credited with at least one (1) day to be used by the unit member for professional business. The bargaining unit member planning to use a professional business day shall notify his/her supervisor at least one week in advance. Professional business days shall be used upon approval of the Supervisor for the purpose of:
 - 1. Visitation to view other instructional techniques or programs;
 - 2. Conferences, workshops, or seminars;
 - 3. Other educational purpose.

The bargaining unit member may be requested to file a written report within one week of his/her attendance at such visitation. The unit member shall receive reimbursement for expenses of mileage, meals, accommodations, and fees.
- B. At the beginning of each school year each teacher shall be credited with two (2) personal days. Applications for the use of these days must be made in writing at least three (3) days in advance of the date requested. The three (3) day requirement may be waived at the discretion of the Supervisor. These days may be used only for situations which cannot normally be handled outside school hours. These days may not be used for the day immediately preceding or the day immediately following a holiday and/or vacation period or the first or last day of the school year or on days when the teacher's attendance is individually necessary, such as parent/teacher conference days. Unused personal days will be credited to the next year's Personal Illness leave defined in Article 17.

- C. Any teacher who serves on a jury will receive the difference in pay between jury duty pay and his/her regular pay. The employee may keep any mileage he/she receives for attending jury sessions.
- D. The Board of Education at its discretion may grant other days with or without pay at the discretion of the Superintendent.
- E. The Association shall be credited with four (4) days per year at no cost for use by officers and/or agents of the Association to conduct Association business. Use of such days shall be authorized by the Association with advance notice to the Superintendent, unless emergency conditions preclude such notice.

The Association may request an additional ten (10) days for which they will pay the Board the daily substitute rate, in the event a substitute is hired.

In addition to the above days the Association may designate one representative to attend ISD Board meetings when held during the school day at no cost to the Association or its representative.

Adequate travel time to and from the Board meetings shall be included in this provision. ISD Board meetings described herein shall be regularly scheduled or special meetings and not to include property transfers, General Education Budget Hearings, meetings to elect members to the Board, etc.

- F. Sabbatical Leave--The Board may grant a professional teacher a Sabbatical Leave for professional improvement after employment by the Intermediate School District for at least seven (7) consecutive years. Leaves may not exceed one year.

While on leave, the teacher shall be considered to be in the employment of the Board. The teacher may, subject to the terms of the carrier, be permitted to pay their own fringe benefits through the Intermediate Office.

All accumulated contract benefits at the commencement of the Sabbatical remain credited to the teacher upon return from the leave.

- G. When an employee is absent from work due to illness or injury that is eligible for compensation from the Michigan Workers' Compensation and Disability Leave Act, medical expenses are covered from the first day of injury. Lost wages are covered back to the first day if the employee has been off fourteen (14) consecutive days or more. From the first day through the seventh day there is a waiting period before wages are paid. The date the injury occurred is not considered the first day of the waiting period. Any loss of wages after seven (7) consecutive days is covered. Therefore, the employee would have to claim sick or unpaid through the seventh day. If the employee were still off more than fourteen consecutive calendar days, the Worker Compensation wages would go back to the first day. Any sick days already claimed would be returned to the employee and any wages/salary paid by the school district would be deducted from their contract amount.
- H. The Sanilac ISD Board of Education agrees to all provisions as listed below. Sick leave days may be given to another unit member for the purpose of providing emergency additional sick days, subject to the following conditions:

1. Granted sick days will be for reasons other than normal illnesses as determined by the Association and the Administration. The giving of sick days is strictly voluntary.
2. Unit members with less than forty (40) sick days may not contribute.
3. The giving of sick days shall be administered by a committee of three (3) unit members jointly appointed by the Association and the Administration.
4. No more than sixty-five (65) days may be given to anyone. The intent of this policy is to help an employee during their time of greatest need, but not to give more days than is necessary for the emergency. The payment will terminate at the point the involved teacher is eligible for long-term disability, workers compensation, or when the 65 days are used.
5. The Sanilac ISD Board of Education reserves the right to stop this practice at any time.

ARTICLE 19 - UNPAID LEAVES OF ABSENCE

- A. Leaves of absences without pay for up to one (1) year may be granted upon written request to the Superintendent and approval of the Board. Leaves of absence of less than 13 weeks duration may be granted by the Board for the specific reasons cited below. All rights under the Family and Medical Leave Act of 1993 shall apply. A leave of absence may be extended for an additional year at the discretion of the Board of Education. Leaves may be granted for the following:
1. Exchange teaching, overseas dependent schools, Peace Corps, Volunteers In Service to America; or a cultural travel or work program related to his/her professional responsibilities; provided said teacher states in writing his/her intention to return to the Sanilac Intermediate School District.
 2. Study at an accredited college or university related to his/her professional responsibilities;
 3. Military leave granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States;
 4. Serving on the staff of or as an officer of the Michigan Education Association or the National Education Association;
 5. Campaigning for or serving in a public office;
 6. Child Care. An unpaid leave shall be granted to any teacher for the purpose of child care, for both a natural or adopted child, or where the bargaining unit member has been named as guardian or foster parent. The actual day when the leave begins may vary from the original date

requested depending on the day the bargaining unit member officially becomes guardian and/or foster parent or receives notice from the adoption agency to take custody of the child, or gives birth. The district will abide by the FMLA policy adopted on November 17, 2003. Any accumulated sick, personal, or vacation days will be used first before the FMLA leave is taken. The remainder of the twelve (12) week period will be unpaid.

7. Any other reason satisfactory to the Board.
- B. Except for #3 and #6 above, requests for unpaid leaves of absence must be made seventy-five (75) days prior to the requested date to begin such leave. The Board must receive notice of intent to return from leave seventy-five (75) days prior to expected date of return. All leaves will begin and end at the beginning or ending of a semester, except #3 and #6 above.
- C. No increment credit shall be received during an unpaid leave of absence, and no fringe benefits shall be paid by the Board except those that members are entitled to under the Family and Medical Leave Act of 1993.
- D. Seniority shall accumulate during the unpaid leaves cited above in A 1-7.
- E. Unit members returning from a leave of absence during the same school year or returning from the year (365 days or one year anniversary date) of leave shall be reinstated in the same or similar position. An employee returning from an extension of leave greater than one year shall be placed in the first vacancy for which s/he is certified.
- F. During an unpaid leave of absence, bargaining unit members shall, subject to the terms of the carrier, be permitted to pay their own fringe benefits through the Intermediate Office.
- G. Health Leave.
 1. An employee unable to work due to a disability shall be granted a leave of absence without pay or fringe benefits except as provided in Article 17 Section D upon written request to the superintendent and with the furnishing of a physicians statement. During such leave, the employee shall be allowed, subject to the terms of the carrier, to pay his/her fringe benefits through the Intermediate Office.
 2. The leave shall be for the period of disability but not to exceed twelve (12) months, unless extended by written mutual agreement between the employee and the Superintendent.
 3. The leave shall be for a specified period of time. An employee returning from leave must give thirty (30) days notice of his/her intention to return to work. S/he shall return to the position held prior to his/her leave, if the position still exists and no extensions have been granted. If there are extensions or the position was eliminated, the employee shall be allowed to return to the first vacancy for which s/he is certified.

4. During health leave seniority shall continue, but not for any periods of extension.

ARTICLE 20 - INSERVICE, PROFESSIONAL DEVELOPMENT

- A. The Sanilac ISD Administration and staff will jointly determine the most needed type of in-service and professional development. The Sanilac ISD Administration realizes that for meaningful school improvement to occur, staff involvement in all phases is essential.
- B. To achieve input and planning for school improvement, an In-Service Education Committee will be convened by the Superintendent or his/her designee no later than September 15 of each school year. The committee shall be composed of three persons appointed by the Board and three persons within the bargaining unit. The goal of the committee is to develop recommendations for the Board relative to In-Service Training for the upcoming school year. These recommendations shall be developed no later than April 1.
- C. The appointed committee members would begin serving in September of the school year and meet at least bi-monthly throughout.
- D. Each bargaining unit member shall be credited with two curriculum days per semester for the purpose of updating their curriculum. These days will be taken on campus except with the appropriate Administrator's consent. Days must be submitted for at least three (3) weeks in advance. A clear outcome for the day must be provided to the Administrator before the day will be granted.
- E. Professional Development will be provided as per state law and based upon the needs of the employee.

ARTICLE 21 - STUDENT DISCIPLINE

- A. The Board will give reasonable support to teachers with respect to the maintenance of discipline in the classroom.
- B. A teacher may exclude a pupil from his/her class for that day, or request administrative assistance concerning a pupil when the seriousness of the offense, the persistence of the misbehavior or the disruptive effect of the behavior makes the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the principal or the designated representative as promptly as professional responsibilities allow, and in any event by the end of the day, a written report of the incident. In cases of disciplinary action of special education students, procedures will follow guidelines established by state and federal regulation.

- C. The Association may make recommendations to the Board relative to rules and regulations setting forth the procedures to be utilized to discipline, suspend or expel students for misbehavior.
- D. The rules and regulations regarding student discipline, as determined by the Board, shall be distributed to all staff members at the commencement of each school year.

ARTICLE 22 - SENIORITY

- A. Seniority shall be defined as the length of service within the School District as of the teacher's first day of continuous work. In the event of a tie in seniority, individuals so affected will participate in a drawing to determine position on the seniority list. The Association and the unit members so affected will be notified, in writing, of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and association representatives to be in attendance.
- B. A teacher shall lose his/her seniority rights if she/he:
 - 1. Resigns;
 - 2. Retires;
 - 3. Is discharged for just cause;
 - 4. Fails to report upon written notification from a lay-off or recall as provided in the Lay-Off and Recall Article;
 - 5. Is laid off for a period exceeding 24 months.
- C. Seniority shall accumulate during leaves as provided in Article 19 of this Agreement.
- D. The Board shall provide to the President of SIEA a seniority list in October each year, listing the employee's name and seniority date. Deletions and additions will be furnished by memo as they occur.

ARTICLE 23 - REDUCTION IN PERSONNEL AND RECALL

- A. If the Board feels a reduction in staff is necessary, the Board will follow the procedure outlined below.
- B. The Association shall have the right to review the layoff list prior to notification of the unit members to be laid-off.
- C. Lay-off of teachers will be in inverse order of seniority where teachers are certified, licensed or annually authorized for the position.
- D. A unit member displaced by program reduction shall have the right to bump a person on staff with least seniority, providing the unit member is certified, authorized or licensed, and providing the unit member has completed one full year in the area of certification, authorization, or license.

- E. Unit members who are laid-off shall retain all accumulated benefits which shall be reinstated upon return from lay-off. Unit members shall, subject to the terms of the carrier, be permitted to pay their own fringe benefits through the Intermediate office.
- F. Teachers on lay-off shall be recalled in inverse order of lay-off, provided they are certified or may be certified, licensed or may be licensed, are authorized or may be authorized for the vacancy prior to the commencement of teaching duties. No new teachers shall be employed by the Board while there are teachers in the bargaining unit who are laid off, unless laid-off teachers are not properly certified or cannot be certified or authorized prior to the commencement of teaching duties.
- G. Notice of recall shall be sent to the teacher's last known address by certified mail, return receipt requested or by personal service. It shall be the responsibility of each teacher to notify the Board of any change in address. Teachers shall be given up to fourteen (14) calendar days to respond to the recall notice which shall be sent by certified mail, return receipt requested or hand delivered. If the teacher fails to respond within the time limits and/or is unavailable on the date requested, such teacher shall forfeit his/her recall rights and shall be considered as having voluntarily terminated his/her relationship with the Sanilac Intermediate Board of Education.
- H. Teachers on lay-off will at their request be placed on the substitute list and will be given priority for substitute positions.
- I. Teachers to be laid-off may apply for any one of the leaves of absence, for which they are eligible, as described elsewhere in this Agreement. During a period of impending lay-off, the Board agrees to grant all requests for voluntary leaves of absence to teachers who make such requests.
- J. If a program is cut back or reduced to half or part-time the affected unit member(s) has the option to accept the reduction or cut back or to be laid-off with full recall rights based on seniority to the same position when that position is resumed on a full time basis. Benefits for the half-time unit member who is employed less than full-time shall have their benefits paid to the percentage of their employment. Half-time is defined as working at least 50% - 99% of the school day.
- K. For the purposes of this Article, authorization and certification refer to minimum requirements as established by the State of Michigan. A license is issued by a legally recognized professional board or association as an indication of adequate preparation and training and as a condition of practicing the profession.

ARTICLE 24 - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a claim by a unit member and/or the Association of a violation, misinterpretation, or inequitable application of a provision of this Agreement.

B. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall contain a synopsis of the facts giving rise to the alleged violation;
3. It shall cite the section or subsections of this contract alleged to have been violated;
4. It shall contain the date of the alleged violation;
5. It shall specify the relief requested.

A written grievance not in accordance with the above format may be returned to the grievant(s) at Step I for correction. Such action shall extend the time limits at that step by ten (10) days.

C. Days shall be defined as week days, excluding Saturdays, Sundays and all other days the Superintendent's office is closed for business.

D. Step 1. A teacher or the Association believing that a grievance has occurred shall submit a written grievance to the immediate supervisor within fifteen (15) days of becoming aware of the act or condition giving rise to the grievance. The immediate supervisor shall have ten (10) days to provide a written response to the grievance. A meeting to discuss the grievance at this level is optional. If a meeting is held the Association shall be invited to attend.

Step 2. If the answer by the immediate supervisor does not resolve the grievance, the Association shall have ten (10) days to present the grievance to the Superintendent. Within ten (10) days of the receipt of the grievance, the Superintendent and or his/her representative shall hold a meeting with the grievant and/or Association Representative in an effort to resolve the grievance. The Superintendent shall have ten (10) days from the date of the meeting to provide a written response to the grievance.

Step 3. If the answer by the Superintendent does not resolve the grievance, the Association shall have ten (10) days from receipt of the answer to appeal the grievance to the Board of Education by presenting the appeal, addressed to the Secretary of the Board of Education, to the Superintendent. If the grievance is appealed to the Board of Education, a meeting will be scheduled between the Committee representing the Board of Education, the grievant and the Association. Within ten (10) days of the meeting, the Committee shall render its decision and provide a written response to the grievance.

Step 4. If the answer by the Committee does not resolve the grievance, the Association shall have ten (10) days to appeal the grievance, in writing, to the American Arbitration Association simultaneously filing a copy of the appeal with the Superintendent. The arbitrator shall be selected from the American Arbitration Association in accordance with its rules.

E. Probationary teachers and other bargaining unit members who have not completed their probationary service cannot arbitrate discharge or the failure to employ. This restriction does not apply to non-probationary, non-tenured employees.

- F. Employees who select any other method to address their grievance, e.g. MERC, Tenure Commission, Court, EEOC, etc, shall waive their right to arbitrate.
- G. The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. The arbitrator shall render his/her decision in writing on the issues submitted and shall set forth his/her findings and conclusions. Only one (1) grievance at a time may be taken to a particular arbitrator. The parties may by written mutual agreement waive the limitation of one (1) grievance per arbitrator.
- H. Neither party shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator may not, in effect, grant the Association that which the Association was unable to secure in collective bargaining.
- I. The fees and expenses of the arbitrator shall be shared equally between the Board and the Association. All other expenses such as but not limited to witness fees and court reports, shall be paid for by the party incurring the expense.
- J. Any grievance not appealed within the time limit set forth shall be considered settled on the basis of the employer's last answer. If an answer to a grievance is not received within the time limit set forth, it may be appealed to the next level. Time limits provided in this Article shall be strictly observed but may be extended by written mutual agreement of the parties.
- K. The Association shall provide the Superintendent five (5) working days advance notice for any employee the association wishes to be excused from work to attend the arbitration hearing.
- L. In the event that a party wishes to postpone and or cancel an arbitration hearing on less than ten (10) days notice, that party shall pay any and all fees of the Arbitrator.
- M. In the event a grievance is filed after May 15 of any year, the time limits on the grievance procedure set forth shall be defined as calendar days. These days may be shortened by written mutual agreement so that the grievance may be resolved prior to the end of the school year.
- N. Time limits provided in this article shall be strictly observed but may be extended by written mutual agreement of the parties.
- O. When an alleged grievance originates with the office of the Superintendent or the Board of Education, the grievant may start the grievance procedure at Step 2, provided however that a copy is provided to the immediate supervisor by the grievant.

ARTICLE 25 - INSURANCE PROTECTION

The Board shall provide SET-SEG/Health Plus PAK to the bargaining unit members, including the full deductible. Within the PAK, members may elect Plan A or Plan B. Members selecting Plan A insurance will be responsible for paying \$130.00 per month. This benefit shall be provided for a full 12-month period for the bargaining unit member and his/her entire family. In addition to the above, the Board will provide health coverage for sponsored dependents as defined by SET-SEG/Health Plus for a full 12-month period.

Employee PAK benefits will be paid as follows:

Full time defined as working 100%.....	100% premium
Half time defined as working 50% - 99%.....	Premium to be paid to the percentage of employment
Less than half time defined as working 0 – 49%.....	0% of premium will be paid

	Plan A For employees electing health insurance package	Plan B For employees not electing health insurance
Health	SET/SEG/Health plus \$1250/\$2500	
Long Term Disability	70% \$4,000 Maximum 90 Calendar Days - Modified Fill Pre-existing Condition Waiver Freeze on Offsets Alcoholism/Drug - 2 yr limitation Mental/Nervous - 2 yr limitation	Same as Plan A
Negotiated Life	\$50,000 with AD&D	\$50,000 with AD&D
Vision	VSP 3+	VSP 3+
Dental	80/80/80: \$2,000 with Adult Ortho	80/80/80: \$2,000 with Adult Ortho

Bargaining unit members not selecting Pak A will select Pak B plus receive a payment based on the number of members opting out, in agreement that the employee opting out of PAK A will opt out for the length of the contract, with the exception of emergency situations.

Number of members opting out of PAK A	Monthly payment (% of PAK A premium)
1-5 members	25%
6	33%
7	38%
8 or more	43%

The monthly payment can be applied if desired to a TSA. The member may elect to invest in TSA's on the list currently approved by the district.

An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

Any unused deductible funds from 2010-2011 shall be subtracted from the total cost of insurance premium after determining the Board's contribution. The remaining amount will be used to calculate member rates for the following year, regardless of the insurance carrier.

Either party may request the re-bidding of insurance. If either party is unsatisfied with the 2010-2011 benefits package, the Board will contribute a maximum of \$1340 toward the 2011-2012 premium, which includes a fully funded deductible.

ARTICLE 26 - MILEAGE REIMBURSEMENT

Mileage reimbursement will be at IRS published rate.

ARTICLE 27 - SALARY

- A. The 2010-2011 and 2011-2012 salary schedules appear in Appendix A.
- B. Semester hours beyond the degree must be requested by the employee and verified by transcript on or before October 1.
- C. Unit members hired after the 1981-82 contract year shall be credited for placement on the salary schedule, one step on the salary schedule for each two years of recent work experience in their area of certification.
- D. All teachers shall be given full credit on the salary schedule for years of teaching experience.
- E. Work experience and teaching experience shall be combined for placement on the salary schedule.
- F. The Board may request and authorize that a unit member work overtime to perform a service or to complete a job. If the member agrees s/he will be compensated at an hourly rate computed as follows:

$$\frac{\text{UNIT MEMBER'S BASE SALARY}}{1380.0} = \text{OVERTIME PAY RATE}$$

- G. All credit hours applied as qualification for placement on the BA+33/MA, MA/MS+15, and MA/MS+30/Ed Spec Track of the Salary Schedule shall be post graduate educational hours leading to an advanced degree or other hours in the teacher's area of instruction if approved by the Superintendent.
- H. Salary
 - 1. 2010-2011- All dollar values for salary steps and degree levels of the 2009-2010 salary schedule shall remain the same, with an agreement that Step increases and degree slides will be honored. A longevity payment of five (5) percent of the BA Step 3 shall be paid to each employee after eight (8) consecutive years of service to the ISD. The pay

step that an employee initially starts on does not play a part in determining longevity.

Effective July 1, 2011 – All dollar values for salary steps and degree levels of the 2010-2011 salary schedule shall remain the same, with an agreement that step increases and degree slides will be honored. An additional two rows will be added to the schedule for longevity. Below is the new salary schedule with longevity included. The formula used to calculate longevity is listed in the table below the salary schedule. The Seniority list shall be reviewed annually by the Association and a representative of the board to form a mutual agreement of correct placement of members on the salary schedule. Employees hired prior to July 1, 2004 shall be awarded one step for each year of service to determine the starting position in this new salary scale.

Step	BA/BS	BA/BS + 18	BA/BS + 33 MA/MS	MA/MS + 15	MA/MS + 30 Ed Spec
1	36993	38728	41033	42784	44241
2	38728	40323	42784	44241	46347
3	40323	42237	44241	46347	48550
4	42237	44241	46347	48550	50860
5	44241	46347	48550	50860	53267
6	46347	48550	50860	53267	55798
7	48550	50860	53267	55798	58449
8	50860	53267	55798	58449	61224
9	53267	55798	58449	61224	64133
10	55798	58449	61224	64133	67182
11-14	58419	61070	63845	66754	69803
15 and up	59024	61675	64450	67359	70408

Longevity Calculation Formula

Step	% of longevity increase based on BA Step 3
11-14	Step pay + (.065 x BA Step 3)
15 and up	Step pay + (.08% x BA Step 3)

2. An employee hired before July 1, 2008 must complete eight (8) years of employment with the SISD to qualify for longevity. Anyone hired after July 1, 2008 must complete ten (10) years of employment within the district. Upon the completion of the appropriate service years, the employee will then begin longevity at level eleven (11) and progress one (1) level for each year of service thereafter.
- I. Commencing with the sixth (6th) day rescheduled due to make up of Act of God days teachers shall receive the following stipend in addition to their salary: \$50.00 per day

ARTICLE 28 - NEGOTIATION PROCEDURES

- A. Representatives of the Board and the Association's bargaining committees may meet twice a month at the request of either party for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure. Each party will submit to the other, on or before five (5) days prior to the meeting, an agenda covering what they wish to discuss. When agenda items are not presented by either party, the meeting may be cancelled upon agreement of both parties.

Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.

- B. There shall be three signed copies of the final agreement. One copy shall be retained by the Board, one by the Association, and one by the Superintendent.

ARTICLE 29 - MISCELLANEOUS

- A. This Agreement shall constitute the full and complete commitments between the Association and the Board relative to wages, hours and working conditions. This Agreement shall supercede any rules, regulations or policies which are contrary to the terms of this Agreement. No past practices shall be recognized unless they are committed to writing and incorporated into this Agreement.
- B. In the event any federal or state law conflicts with any provision of this Agreement, the provision or provisions so effected shall no longer be operative or binding upon the parties, except to the extent permitted by law, but all other portions of the Agreement shall continue in full force and effect.
- C. Any individual contracts between the Board and any individual teacher heretofore executed shall be subject to the terms and conditions of this Agreement. Any individual contract hereinafter executed shall be in conformance with the provisions of the Master Agreement.
- D. The Board agrees that so long as this Agreement is in effect, there shall be no lockouts. The Association, its officers, and members covered by this Agreement, agree that so long as this Agreement is in effect, there shall be no strikes, sit-downs, sit-ins, slowdowns, withholding of services in whole or in part, stoppages of work, picketing with the purpose being to alter wages, hours and/or working conditions or any other related acts that interfere with the normal operations of the Board.
- E. The parties agree that smoking be prohibited in all Sanilac ISD buildings and on all Sanilac ISD property.

ARTICLE 30 - EDUCATIONAL PROGRAMS

- A. If during the period of employment with the district a teacher (or group of teachers) has participated in the production of tapes, publications, or educational materials using district materials and equipment or on district time, and in the event that such material or product is copyrighted, trademarked, or sold by the teacher, group of teachers, school district, or other district employee, said teacher or teachers shall receive a proportional amount of all compensation after reimbursement of expenses to the district. Such reimbursement will be at an amount mutually agreed upon by the district and the participants.
- B. All invoices (P.O.'s) will be paid on a timely basis. When request for payment are received late and holding the P.O. for the next Board meeting would be detrimental to the classrooms operation – the invoices will be processed for prompt payment.
- C. The Board agrees and affirms that the student learning through the Sanilac Intermediate School District is the primary function of all bargaining unit members. The Board also agrees that the resale programs operated at the Sanilac Career Center function as a method of providing realistic work experience for those students enrolled. The Board recognizes that each instructor shares in determining how much resale work is important to the education of his/her students.
- D. The district is committed to assisting students and staff in the achievement of successful adapted Career-Technical Preparation programs, and will strive for appropriate placement of students via the IEPT. The Career-Technical Preparation teacher will be notified of and shall be allowed to participate in the IEPT. When it appears that placement may be inappropriate for the student, the unit member may request an IEPT, including an evaluation of the handicapped student's functional vocational level, if appropriate.

ARTICLE 31 - SCHOOL CALENDAR

- A. The Sanilac ISD calendar, except the first day of school, is negotiable.
- B. The following holidays shall be observed and school shall not be in session:

New Year's Day	Memorial Day	Labor Day	Independence Day
Thanksgiving Day	Christmas Day	Good Friday	
- C. Designated record days shall be used exclusively for the purpose of record keeping. This time shall be free of student contact and meetings of any kind.
- D. After September 1, 2010 at the request of either party negotiations shall begin for the 2011-2012 school calendar and after September 1, 2011 at the request of either party negotiations shall begin for the 2012-2013 school calendar.

ARTICLE 32 - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2010 and shall continue in effect until the 30th day of June, 2012. Negotiations between the parties shall begin at least ninety (90) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual written agreement of the parties.

- B. Copies of this Agreement entitled "Contract Agreement between the Sanilac Intermediate School District and the Tri-County Bargaining Association, MEA/NEA," shall be printed at the expense of the Board. Copies shall be distributed to all teachers now employed and hereinafter employed within thirty (30) days after the Agreement is ratified and signed. The Board of Education has the responsibility of making its personnel policies known to Staff members.

TRI-COUNTY BARGAINING ASSOCIATION

By Robert J. Sollman
Chief Spokesperson

By Sharon C. Dixon
President

SISD BOARD OF EDUCATION

By John Tantor
President

By Cynthia J. Mum
Secretary

Dated this 17th day of August, 2010

APPENDIX A – TCBA/SIEA SALARY SCHEDULES

Step	BA/BS	BA/BS + 18	BA/BS + 33 MA/MS	MA/MS + 15	MA/MS + 30 Ed Spec
1	36993	38728	41033	42784	44241
2	38728	40323	42784	44241	46347
3	40323	42237	44241	46347	48550
4	42237	44241	46347	48550	50860
5	44241	46347	48550	50860	53267
6	46347	48550	50860	53267	55798
7	48550	50860	53267	55798	58449
8	50860	53267	55798	58449	61224
9	53267	55798	58449	61224	64133
10	55798	58449	61224	64133	67182
11-14	58419	61070	63845	66754	69803
15 and up	59024	61675	64450	67359	70408

Longevity Calculation Formula

Step	% of longevity increase based on BA Step 3
11-14	Step pay + (.065 x BA Step 3)
15 and up	Step pay + (.08 x BA Step 3)