

Agreement between

SHIAWASSEE REGIONAL EDUCATION SERVICE DISTRICT

and the SHIAWASSEE INTERMEDIATE MESPA

August 31, 2011 – August 30, 2012



## **AGREEMENT**

This agreement by and between the Board of Education of the Shiawassee Regional Education Service District in the County of Shiawassee, Michigan, hereinafter called the "Board" or "Employer", and the Michigan Educational Support Personnel Association, hereinafter called the "Association".

## INDEX

ARTICLE		PAGE NO.
1	DEFINITIONS	4
2	RECOGNITION	4
3	RIGHTS OF THE BOARD	4
4	SCOPE OF AGREEMENT	6
5	ASSOCIATION RIGHTS	6
6	GRIEVANCE PROCEDURE	7
7	CONTINUITY IN OPERATIONS	10
8	DISCIPLINE, SUSPENSION OR DISCHARGE	11
9	PROBATIONARY EMPLOYEES	12
10	COMMUNICATIONS	12
11	PERSONNEL FILES	13
12	SENIORITY	13
13	VACANCIES	14
14	TRANSFERS	14
15	LAYOFF AND RECALL	15
16	LEAVES OF ABSENCE	16
17	HOURS OF WORK	19
18	INCLEMENT WEATHER	20
19	HOLIDAYS	20
20	ASSOCIATION MEMBERSHIP, PAYROLL DEDUCTIONS	21
21	QUALIFICATIONS	23
22	EVALUATION AND PROGRESS	24
23	WORKING CONDITIONS	24
24	RETIREMENT	25
25	INSURANCE PROTECTION	25
26	COMPENSATION	28
27	MISCELLANEOUS PROVISIONS	30
28	DURATION OF AGREEMENT	31
APPENDIX B		
	CALENDAR	32
	PERPETUAL CALENDAR	36
	LETTER OF AGREEMENT	39

## **ARTICLE 1**

### **DEFINITIONS**

- A. The term "Board" or "Employer" when used in this Agreement shall refer to the Board of Education of the Shiawassee Regional Education Service District in the County of Shiawassee, Michigan and shall include its officers, members or designated agents.
- B. The term "Association" when used in this Agreement shall refer to the Michigan Educational Support Personnel Association and shall include its officers, members or designated agents.
- C. The term "employee" or "aide" when used in this Agreement shall refer to all employees that are represented by the Association pursuant to the provisions of Article II. Pronouns of masculine and feminine gender include each other.

## **ARTICLE 2**

### **RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Public Act 379 of the Michigan Public Acts of 1965, as amended, the Board hereby recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all instructional aides employed by the Board; but excluding all executive officers, supervisors, substitutes, temporary employees, (defined as those who are not mandated and employed for less than 50% of the normal school day or less than 90 school days), confidential employees and all other employees of the Shiawassee Regional Education Service District.

## **ARTICLE 3**

### **RIGHTS OF THE BOARD**

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiation with the Association, either as to the taking of action under such rights or with respect to the consequence of such action, during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. The executive management and administrative control of the school system and its properties, facilities, equipment and the scheduling of activities of its employees during employee working hours.
2. Direct the working forces, including the right to hire, assign, promote, suspend, demote, transfer and discharge its employees, subject to the provisions of law and the Agreement.
3. Determine the size of the work force; subcontract and lay off employees; assign and direct the work of all of its personnel and determine starting times of the work days.
4. Determine the services, supplies and equipment necessary to conduct its operations; determine all methods and means of distributing, disseminating and/or selling its services; determine the methods, schedules and standards of operation; determine the means, methods and processes of carrying on the work including automation or contracting thereof, or changes therein; institute new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, department, divisions or subdivisions, buildings or other facilities.
7. Determine the size of the management organization, its functions, authority, amount of supervision and organization structure.
8. Determine the qualifications for initial employment of its employees.
9. Determine the policy affecting the selection, testing or training of employees using reasonable criteria.
10. Determine the financial policies, including all accounting procedures.

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

- B. Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board of Education or the Superintendent of Schools under the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Specifically, the rights and responsibilities as conferred under the School Code and the Tenure Law are preserved.

- C. The listing of specific management rights in this Agreement is not intended to be restrictive of, nor shall it constitute a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

## **ARTICLE 4**

### **SCOPE OF AGREEMENT**

- A. The Board and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties with respect to rates of pay, wages, hours of employment or other conditions of employment and express all obligations of, and restrictions imposed upon, the Board.
- B. The Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This Agreement may be extended only by mutual written consent of both parties.
- C. If any provision of this Agreement or any application of this Agreement to any employee shall be found contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such conflicting provision or application shall be deemed null and void. All other provisions or applications shall continue in full force and effect.
- D. Any amendment or agreement supplemental to this Agreement shall not be binding upon either party unless executed in writing and ratified by both parties hereto.

## **ARTICLE 5**

### **ASSOCIATION RIGHTS**

- A. The Board agrees that the Association may use meeting room facilities, utilities, and/or equipment at such times and places and for such purposes as may be approved by the Superintendent of Schools, or his designee, in order to avoid conflicts in scheduling. In all such instances, usage of district facilities, utilities, and equipment shall not be in conflict with official Board policy. Further, during their use of district facilities, utilities and/or equipment the Association shall be responsible for ensuring they are not used by unauthorized personnel and shall

also ensure that district facilities and equipment are left in their original condition, except for normal wear and tear. The Association shall be collectively and severally liable for damage or loss to district buildings, facilities, or equipment resulting from its use, misuse, or failure to adequately protect same. If Association usage of district facilities or equipment results in expense to the Employer over and above what normally would have been incurred by the Employer if such facilities or equipment had not been used by the Association, such added expense shall be billed to and shall be immediately payable by the Association.

- B. The parties further agree that there shall be no discrimination against any employee by reason of participation in the activities of the Association or collective negotiations with the Board, institution of any grievance complaints or proceeding under the terms of this Agreement.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as a claim by an employee that there has been a violation, misinterpretation or misapplication of a specific and express provision of this Agreement. Grievances may be processed in accordance with the rules and procedure as hereinafter provided.
- B. It is hereby expressly stipulated and agreed that the following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
  - 1. The termination of services of or failure to re-employ any probationary employee.
- C. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating association representative are to be at their assigned duty stations.

The Association shall designate one (1) representative per building to handle grievances when requested by a grievant. If a particular grievance is a "class" grievance affecting employees in more than one (1) building, the grievance shall be processed jointly by the building representatives.

- D. The term "days" as used herein shall mean days in which school is in session.
- E. Written grievances as required herein shall contain the following:
  - 1. It shall be signed by the grievant or grievants;
  - 2. It shall be specific and relate to the contractual provisions alleged to have been violated;
  - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;

4. It shall cite the section or subsections of this Agreement alleged to have been violated;
  5. It shall contain the date of the alleged violation;
  6. It shall specify the relief requested.
- F. Should an employee fail to institute a grievance through the Association within the time limits specified, the grievance shall not be processed. Should the Association fail to appeal a decision within the time limits specified or should the aggrieved employee(s) voluntarily leave the employ of the Board, all further proceedings on a previously instituted grievance shall be barred. Individual employees shall not have the right to process a grievance beyond Level Two.
- G. The time limits as provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- H. The Association shall not have the right to initiate or appeal a grievance involving the right of an employee or group of employees if the employee majority disapproves.
- I. Procedure:

### **Level One**

An employee alleging a violation of the express provisions of this Agreement shall, within ten (10) working days of its alleged occurrence, orally discuss the grievance with his or her supervisor in an attempt to resolve same. If no resolution is obtained within five (5) working days after the oral discussion with his or her supervisor, the employee shall, within fifteen (15) working days of the alleged violation, reduce the grievance to writing and deliver it through an Association Representative to his or her supervisor. Within five (5) working days of receipt of the written grievance, the employee's immediate supervisor shall meet with an Association Representative in an attempt to resolve the grievance. The immediate supervisor shall deliver a written disposition of the grievance to the designated Association Representative within five (5) working days of such meeting. If the supervisor does not hold a meeting and/or does not issue a written disposition of the grievance to the designated Association within the time limits as herein provided, or if the supervisor's written answer is deemed unacceptable by the grievant and the Association, the grievance may be appealed in writing, by the Association, to Level Two.

### **Level Two**

To be processed at Level Two, grievances shall be appealed to the Superintendent of Schools, or his designated agent, within twelve (12) working days after the written grievance was first filed at Level One or five (5) working days after the Level One written disposition of the grievance was transmitted to the Association, whichever is lesser. Within ten (10) working days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the designated Association Representative to discuss the grievance. Within five (5) working days of such meeting, the Superintendent or



his designated agent shall render his decision in writing, transmitting a copy of the same to the Association. If the Superintendent of Schools, or his designated agent, does not hold a meeting and/or does not render a written disposition of the grievance to the Association within the time limits as herein provided, or if the written answer is deemed unacceptable by the grievant and the Association, the grievance may be appealed by the Association, in writing, to Level Three.

### **Level Three**

To be processed at Level Three, grievances shall be appealed to the Board of Education via its Secretary or other designee of the Board, within twenty (20) working days after the written grievance was first filed at Level Two. The Board, no later than its next regular meeting, shall meet with the Association on the grievance. Within ten (10) working days of such meeting the Board shall render a written decision on the grievance and submit a copy of same to the Association. If the Board of Education does not hold a meeting and/or does not render a written disposition of the grievance to the Association within the time limits as herein provided, or if the written answer is deemed unacceptable by the grievant and the Association, the grievance may be appealed by the Association, in writing, to Level Four.

### **Level Four**

To be processed at Level Four, the Association shall submit the grievance to Arbitration by filing a Demand for Arbitration with the American Arbitration Association within fifteen (15) working days after receipt of the decision of the Board at Level Three, or twenty-five (25) working days after the regular Board meeting in which the Level Three grievance was to have been heard, whichever is lesser, with concurrent notification to the Superintendent of Schools. Notification to the Superintendent of Schools shall be subject to the same time limitations set forth for filing with the American Arbitration Association and shall include a copy of the Union's demand for Arbitration, identification of the grievance, issue(s) and provision(s) of the Agreement involved as well as the underlying rationale in support of the appeal. If the grievance is not submitted to arbitration in accordance with the procedure and time limitations as herein prescribed, the Level Three disposition of the grievance shall be final.

Except as otherwise provided in this agreement, selection of the Arbitrator and the Arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

1. The jurisdiction, authority and powers of the arbitrator are subject to the following Limitations:
  - (a) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
  - (b) He shall have no power to establish salary scales or to change any salary scale.
  - (c) He shall have no power to decide any question which, under this agreement, is within the responsibility of the Board to decide. In

rendering decisions, an arbitrator shall give due regard to the responsibility of the Board and shall so construe this agreement that there will be no interference with such responsibilities.

- (d) He shall have no power to interpret state or federal law.
  - (e) He shall not hear any grievance previously barred from the scope of the grievance procedure or which has not been initiated or appealed within the time limits as herein provided.
  - (f) In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  - (g) More than one grievance may not be considered by the arbitrator at the same time except upon express written mutual consent and then only if they are of similar nature.
  - (h) Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. The arbitrator shall have no power to award interest or punitive damages.
  - (i) Arbitration awards or grievance settlements shall not be made retroactive prior to the date that the grievance occurred.
2. After a case on which the arbitrator is empowered to rule has been referred to him, it may not be withdrawn by either party except by mutual consent.
  3. The cost of the arbitrator shall be borne equally by the parties. Each party shall assume its own costs for transcripts, representation (Including any expense of witnesses), etc.
  4. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Board use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

## **ARTICLE 7**

### **CONTINUITY IN OPERATIONS**

- A. The Association and the Board recognize that the cessation or interruption of services by employees is contrary to law and public policy. The Association agrees that for the term of this agreement it shall not engage in a "strike" against its employer.

## ARTICLE 8

### DISCIPLINE, SUSPENSION, OR DISCHARGE

#### A. GENERAL PROVISIONS

The Employer and the Association recognize that it may be necessary to discipline employees who have violated work rules, the terms of this agreement, or reasonable standards of conduct.

#### B. INFRACTIONS

A minor infraction by an employee shall normally be brought to the employee's attention verbally and if repeated be cause for a written reprimand as an initial disciplinary step. A major infraction by an employee may be cause for suspension or discharge as an initial discipline step. Subsequent minor and/or major infraction, depending on the nature of the offense, are subject to discipline up to and including discharge based on just cause.

#### C. APPEAL OF A DISCIPLINE

Should an employee who receives a written reprimand consider the discipline to be improper, employee may file a written statement to be attached to reprimand or a grievance may be presented at the first level of the grievance procedure to the immediate Supervisor.

#### D. APPEAL OF A DISCHARGE OR SUSPENSION

Should a discharged or suspended employee consider the discharge or suspension to be without cause, he or she may present a grievance in writing through the Association to the Superintendent of Schools, or his designee, at the Second Level of the grievance procedure within three (3) working days of the suspension or discharge.

#### E. REPRESENTATION RIGHTS

A discharged or suspended employee will be allowed to discuss his or her discharge or suspension with an Association Representative and the Employer will make available an area where he or she may do so before he or she is required to leave the property of the Employer. Upon request, a representative of the Employer will arrange to meet with the discharged or suspended employee and his or her Association Representative, prior to the employee leaving the premises.

#### F. NOTICE OF DISCIPLINE, SUSPENSION OR DISCHARGE

The Employer agrees upon the discharge, suspension, or discipline of an employee, to promptly notify the Association of the discipline, suspension or discharge in writing.

## **ARTICLE 9**

### **PROBATIONARY EMPLOYEES**

- A. Matters concerning the evaluation, discipline, layoff, or termination of a probationary employee shall be specifically and expressly excluded from the Grievance and Arbitration procedures.
- B. Each employee of the Bargaining Unit shall be in a probationary status until they have actually worked 90 work days as a full time or part time regular employee.
- C. Probationary employees shall have no seniority during their probationary period. Upon completion of the probationary period, employees shall be placed on the seniority list of the Bargaining Unit and their seniority shall start from their last date of hire as a regular employee.

## **ARTICLE 10**

### **COMMUNICATIONS**

- A. The Association shall provide the Employer with a list of local Association officers, bargaining committee members, and representatives. The Employer shall be notified, in writing, of any subsequent changes.
- B. Employees shall be responsible for providing the Employer with changes in their addresses and telephone numbers.
- C. The Employer will keep the Association advised as to its representatives.
- D. The Employer agrees to make available to the Association, in response to reasonable and written request, that information which is necessary for the Association to fulfill its statutory obligations in the negotiation and administration of this Collective Bargaining Agreement.
- E. Bulletin board space and the Employers internal mail system will be made available for use by the Association in serving notification upon its members of Association recreational and social events, elections, meetings, conferences, conventions, institutes and other similarly classified events. The Association specifically agrees that bulletin boards and the Employers mail system shall not be used to post or mail inflammatory or controversial information which reflects negatively upon the Employer or any Employee. In the event a dispute arises, the Association shall be requested to remove the offending material.
- F. Usage of the Employer's telephones by the Association and its members shall be governed by the administrative policy in effect.

## **ARTICLE 11**

### **PERSONNEL FILES**

- A. Each employee shall have the right, upon request, to examine the contents of the Employer's official personnel file that is being maintained on such employee, the only exclusion being confidential pre-employment credentials, statements and inquiries. The employee shall make an appointment with the Office of the Superintendent of Schools to examine his or her personnel file. The Superintendent of Schools, or his designee, shall be present when the employee examines his or her file, and the employee may be accompanied by a representative of the Association if the employee so desires. In his or her absence an employee may give written authorization to a representative of the Association to examine the Employer's personnel file being maintained with respect to such employee, as provided for in this provision, pursuant to the investigation of a grievance which has been presented in accordance with the grievance procedure.
- B. Each employee shall have the right to have placed in the Employer's personnel file on such employee, material which attests to a change in his or her added education or experience.

## **ARTICLE 12**

### **SENIORITY**

- A. Probationary employees shall have no seniority during their probationary period nor shall there be seniority among probationary employees. Upon completion of the probationary period, each employee shall be placed on the seniority list of the Bargaining Unit and seniority shall start from his or her last date of hire as a regular employee.
- B. No time shall be deducted from an employee's seniority due to absences occasioned by sick or accident leaves or other authorized leaves or absence, vacations or periods when school is not in session.
- C. During the month of October of each school year, the Employer agrees to provide the President of the Association with a seniority list showing the name, date of hire and job title of all employees of the Bargaining Unit entitled to seniority.
- D. By way of illustration and not by way of limitation, employees shall lose their seniority and shall be terminated for the following reasons:
  - 1. They voluntarily terminate their employment or retire.
  - 2. They are discharged.
  - 3. They fail to return to work when recalled from lay off pursuant to those conditions set forth in the lay off and recall provisions of this Agreement.

4. They fail to comply with the terms and conditions established by this Agreement for the usage of sick leave and requirements for returning to work may result in part or total loss of seniority.
5. They fail to comply with the terms, conditions and requirements established for an authorized leave of absence.
6. They are absent from their job for three (3) consecutive working days without notifying the Employer unless unable to do so for reasons beyond their control. After such absence, the Employer shall send written notification to the employee (at his or her last known address) that he or she has lost his or her seniority and his or her employment has been terminated.

## **ARTICLE 13**

### **VACANCIES**

- A. When the employer creates a new and unique position in the bargaining unit, it shall be posted with attached job description and qualifications at the RESD Administrative Office, and Developmental Center, and a notice of it sent to the Association President. Bargaining unit members in other local district facilities will be sent a notification via school mail. Each position posting will include: date of posting, rate of pay, program, and final date for notifying interest in writing. Vacancies shall be held open for seven (7) calendar days. If a new position is created during the summer, the employer will mail a notification to all members. It is noted that the employer is not responsible for the receipt by the member of the mailing.
- B. When a vacancy occurs within an existing and customary bargaining unit position, it shall be posted at the RESD Administrative Office, Developmental Center, and a notice of it sent to the Association President.

The Board supports a policy of filling vacancies in a way which will strengthen the total staff, and thereby improve the quality of services to be provided.

## **ARTICLE 14**

### **ASSIGNMENTS AND TRANSFERS**

- A. The Employer reserves unto itself the right to transfer and assign employees.
- B. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. Requests by an employee for transfer to a different assignment or position shall be made in writing to his immediate supervisor.

By June 1 of each year, bargaining unit members may identify assignments they would like to be considered for during the next school year. Preferences will be considered along with other factors when assignments are made during the upcoming school year.

The request for transfer shall set forth the reasons and the school, grade level, or position sought.

- C. The Employer agrees to minimize involuntary transfers and assignments. In situations where a transfer or reassignment will work an undue hardship upon an employee, the Employer agrees to give due consideration to the concerns of the employee involved.

## **ARTICLE 15**

### **LAYOFF AND RECALL**

It is hereby specifically recognized and agreed that it is within the sole discretion of the Employer to reduce its work force.

- A. Layoff Procedure

In order to promote an orderly reduction in personnel the following procedure will be used:

1. Probationary employees shall be laid off first provided the more senior employees can perform the duties of the position(s) being vacated and/or continued.
2. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority (i.e., the least senior employee on the seniority list being laid off first) provided the more senior employees are qualified to perform the duties of the position(s) being vacated and/or continued.
3. In situations where there is no seniority employee with the qualifications necessary to fill the available position and/or replace the probationary or less senior employee, the more senior employee shall be laid off and the less senior or probationary employee continued in employment.

- B. Notice of Layoff

Employees shall receive written notice of layoff not less than thirty (30) days prior to effective date of layoff.

- C. Recall Procedure

The right to recall shall be for two calendar years from the effective date of layoff. When the bargaining unit work force is increased after a layoff, seniority employees will be recalled on the basis of seniority (i.e., the more senior

employee on the seniority list being recalled first), except where the senior employee lacks the necessary qualifications to perform the duties of the open position in which case the position shall be offered to the next most senior employee that is qualified to perform the duties of the open position.

D. Notice of Recall

Notice of recall shall be sent to employees at their last official address (as reflected in their official personnel file) by registered or certified mail. If an employee fails to report for work within three (3) calendar days of receipt of notice of recall or five (5) calendar days of mailing of notice of recall, whichever is earlier, or fails to notify the Employer within the above specified time periods of his or her intent to return on the date of recall as set forth in the notice provided such employee, he or she shall be considered a voluntary quit.

## ARTICLE 16

### LEAVES OF ABSENCE

A. Sick Leave

1. Each employee who is regularly assigned and scheduled to work not less than one-hundred eighty (180) days per year shall be credited with one (1) sick leave day per month, twelve (12) days per year, and not to accumulate from year to year beyond a maximum of one-hundred twenty (120) days. First year employees shall receive sick leave on a per month basis.
2. The employee may use all or any portion of his/her leave days to recover from his/her illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery.
3. Extended Medical Leave: An employee who is unable to work because of personal illness or disability and who contemplates that such illness or disability may exceed thirty work days, shall upon application be granted a leave of absence for the duration of such illness or disability.

The Board may require that the employee provide a statement from the employee's physician regarding the nature of the extended illness and/or disability.

The Board agrees to continue to provide the insurance benefits to the extent provided by this Agreement for the duration of said leave.

An employee who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of the illness or disability for a period of time up to one (1) year and may be renewed, at the discretion of the Board, each year upon request by the employee.



4. An employee who is injured in the proper course of carrying out their assigned employment duties shall be covered by the Workmen's Compensation Act, in accordance with the provisions of this act. The employee shall use accumulated sick leave through the required waiting period (7 days) between incident of injury and implementation of the compensation provisions of the act. If the employee is determined eligible for Workmen's Compensation payments the Board will credit the employee with 3.5 sick days.
5. False statements given as a reason for absence shall result in reasonable disciplinary action being taken.
6. At each pay period, the Employer shall furnish each employee with an accounting of his total sick leave credit.
7. Sick Leave may be used for emergency care of immediate family, i.e. husband or wife and/or child.
8. All unused sick leave and personal business days shall accumulate as sick leave days. At the end of the school year, any employee who has not used his/her allotted leave days shall receive twelve dollars and 50 cents (\$12.50) per day for each unused leave day in excess of one-hundred six (106) days to maximum of one-hundred twenty (120) days.
9. Employees who are laid off shall receive eight dollars and fifty cents (\$8.50) per day for ninety percent (90%) of his/her accumulated sick leave at the time the layoff becomes effective. Should said employee return to the employ of the District, he/she shall have restored to him/her the remaining ten percent (10%) of accumulated leave in addition to those new days granted under the terms of this agreement.
10. Employees with ten (10) or more years with the last five (5) consecutive shall be paid twenty dollars (\$20.00) per day at retirement for unused sick days.

**B. Bereavement Leave**

1. Death in the immediate family

When death occurs in a full-time employee's immediate family (defined as father, mother, husband, wife, child, sister, brother, grandparents, or any of the preceding named individuals on an in-law basis) such employee shall, upon his or her written request, be granted a paid leave of absence for up to five (5) workdays per death beginning with the day of death and extending through the day of the funeral, provided such employee attends the funeral. Approved leave days as herein provided shall not be charged against sick leave. Deviations to the above noted restrictions may be granted at the discretion of the supervisor.

2. Death of a relative

When the death of a full-time employee's relative (defined as aunt, uncle, first cousin, niece, or nephew, related through blood or by marriage) occurs, such employee shall, upon his or her written request, be granted a paid leave of absence for up to three (3) workdays per year beginning with the day of death and not extending beyond the day of the funeral, provided such employee attends the funeral. Approved leave days as herein provided shall not be charged against sick leave. Deviations to the above noted restrictions may be granted at the discretion of the supervisor.

3. Death of a close friend

When the death of an employee's "close friend" occurs, such employee shall be granted sufficient time (not to exceed one (1) day), without loss of salary, to attend his or her friend's funeral service. Approved leave days as herein provided shall not be charged against sick leave. Deviations to the above noted restrictions may be granted at the discretion of the supervisor.

C. Personal Business Leave

In the event of personal conditions or circumstances which require the employee to be absent for reasons other than those mentioned elsewhere in this Agreement, three (3) personal business leave days will be granted subject to the following stipulations:

1. This leave shall be used only in situations of urgency and for the purpose of conducting personal business which is impossible to transact on the weekends, after school hours or during vacation periods.

By way of illustration and not by way of limitation, personal leave days may be used for such activities as house closings, attorney visits and school enrollment.

2. Employees desiring to use such leave shall submit their request, including a general statement of the nature of this request, to the employee's immediate supervisor at least two (2) working days in advance of the anticipated absence. In cases of emergency, exceptions may be granted to the notice requirement.
3. It is understood that such leave shall not be granted for the first or last day of the school year or the first working days preceding or following a vacation period or holiday.
4. Three (3) business days per year, if not used, shall be added to the accumulated sick leave days.

D. Child Care

The Board shall grant to any employee an unpaid leave of absence of up to one (1) year for the purpose of child care. The leave shall commence upon written

request of the employee to the Superintendent of Schools and include the beginning and ending dates of said leave.

The leave of absence may be renewed upon written request by the employee and approval by the Board of Education.

It is further provided that:

1. The reinstatement shall be to the employee's former position.
2. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the employee.
3. The employee shall have the option to purchase health insurance as allowed by the carrier while on the leave.

E. Other Leaves

Seniority employees may request an unpaid leave of absence for purposes not covered elsewhere in the agreement. Such leave of absence shall be at the convenience of the employer, shall be without pay or fringe benefits and shall not normally extend beyond one (1) year. Seniority will accumulate during the period of the leave of absence. Employees who are laid off or are working during the leave shall not accumulate seniority.

Any additional terms and conditions governing a leave of absence shall be established by the employer prior to the employee commencing the leave. If the employee disagrees with any terms or conditions as specified by employer, he or she shall be permitted to withdraw his or her request.

## ARTICLE 17

### HOURS OF WORK

- A. It is expressly understood that the Employer has reserved unto itself the right to establish, change or modify working schedules, shifts, and the employees' contract year.
- B. While the employer reserves the right to schedule and require employees to work overtime, it is expected that the normal work schedule will not exceed eight (8) hours per day and forty (40) hours per week. When an employee is required to attend or participate in a work activity outside and in addition to the normal working hours, commensurate time off will be extended. Approved commensurate time will be granted through the employee's Department Supervisor.
- C. Unless the Employer serves written notice upon the Association and the employees regarding a change therein, employee's regular working hours shall be from 8:15 a.m. to 3:15 p.m. inclusive of a one-half (1/2 hour) paid lunch break on school premises and two (2) paid fifteen (15) minute coffee breaks. The Employer shall attempt to schedule the employee's lunch break and two (2)

coffee breaks at appropriate intervals during the work day and preferably round 12:00 p.m. and 10:00 a.m. and 2:00 p.m., respectively. "An average of one hour per week will be added to the schedule of working hours to be assigned by the supervisor," and will be considered a part of the employee's regular schedule of work.

- D. It is expected that employees covered by this agreement shall be regularly employed for one-hundred eighty-five (185) day **contract year with one professional day per contract year devoted to professional development geared toward the needs of the instructional aides. Appropriate professional development training topics shall be discussed by the Advisory Board of the MEA-ESP and program supervisor and submitted for consideration and approval by administration.**

## ARTICLE 18

### Inclement Weather

In the event that the assigned place of work for the employee is closed for reasons of weather, the employee need not report to work unless specifically requested to do so by the immediate supervisor. Days lost due to school closing under the foregoing circumstances shall not be rescheduled as long as the district does not lose state funding.

If the employee is required to work when the worksite is closed, there shall be no additional pay unless the total days worked for the year exceed 185. Employees who are unable to make it to work due to weather, road conditions or distance to the work site, shall be excused with pay for the first two such days.

## ARTICLE 19

### HOLIDAYS

Employees covered by this Agreement shall be entitled to time off, without loss of regular salary, on those holidays established by legal authority which are characterized by legal restrictions on work and transaction of official business, fall within the employee's regular work week, and occur during a period of employment when the employee has actually worked on the Employee's last day of scheduled work immediately preceding and immediately following the legal holiday.

Holidays as herein provided shall be granted to employees, in accordance with the following schedule:

185 Day Program Year Employees

- |                   |                               |
|-------------------|-------------------------------|
| 1. New Year's Eve | 6. Christmas Day              |
| 2. New Year's Day | 7. Thanksgiving Day           |
| 3. Good Friday    | 8. Day Following Thanksgiving |
| 4. Memorial Day   | 9. Labor Day                  |
| 5. Christmas Eve  |                               |

230 Day Program Year Employees

- |                   |                               |
|-------------------|-------------------------------|
| 1. New Year's Eve | 6. Christmas Day              |
| 2. New Year's Day | 7. Thanksgiving Day           |
| 3. Good Friday    | 8. Day Following Thanksgiving |
| 4. Memorial Day   | 9. Labor Day                  |
| 5. Christmas Eve  | 10. Independence Day          |

**ARTICLE 20**

**ASSOCIATION MEMBERSHIP/PAYROLL DEDUCTIONS**

A. Checkoff of Dues/Service Fees

1. All employees covered by this agreement shall within 30 days after the effective date of this agreement, or 30 days after the commencement of employment, whichever comes later, shall have deducted from their monthly pay either:
  - a) membership dues of the Association
  - b) representation service fees determined in accordance with the MEA policy and procedures in an amount directly attributable to costs of collective bargaining representation, contract administration and grievance adjustment but not more than the amount of dues uniformly required of members of the Association.
  - c) In lieu of a service fee, a conscientious objectors shall be allowed to donate full membership fees to the SIMESPA Benevolent Fund to benefit the SRES D students, employees and programs. The money will combines with the SIEA fund and will be administered by the SIEA.
2. During the life of this Agreement and in accordance with the terms of the Authorization Form agreed to by the Employer and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct the monthly Association membership dues levied in accordance with the

Constitution of the Association, or a monthly service fee equal to the amount of Association dues, from the pay of each employee who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has a currently executed Authorization Form on file with the Employer.

3. A properly executed copy of the Authorization Form for each employee for whom Association membership dues or service fees are to be deducted shall be on file with the Employer before any payroll deduction shall be made. Deductions shall be made thereafter only under the Authorization Forms which have been properly executed and are in effect. Deduction authorizations shall become effective at the time the application is tendered to the Employer and, if received on or before the fifteenth (15th) day of the month preceding the month in which such deduction is to be made, deductions shall commence on or before the last pay of such month, and shall continue to be deducted monthly thereafter.
4. In cases where a deduction is made that was in error duplicates a payment that an employee already has made to the Association or is not in conformity with the provisions of the Constitution of the Association, refunds to the employee will be made by the Association.
5. The authorized deduction of dues and service fees shall be made from a regular paycheck each month - September through June and shall be pro-rated over twenty (20) pay periods. The employer agrees to promptly remit to the Association all monies so deducted accompanied by an alphabetized list of employees from whom deductions have been made.
6. The Employer shall not be liable to the Association for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

B. Other Payroll Deductions

1. Upon written authorization from the employee, the employer shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions to NEA-PAC, MEA-PAC, annuities credit union, or any other plans or programs jointly approved by the union and the employer.
2. The parties agree to discuss establishing a FSA (flexible spending account).

**ARTICLE 21**  
**QUALIFICATIONS**

A. Instructional Qualifications

The Shiawassee Regional Education Service District shall employ instructional aides pursuant to School Code R340.1794 that established specific qualifications for instructional aides.

As indicated in Rule 94, instructional aides must be a high school graduate or equivalent with a minimum of two (2) years successful experience as an aide in a day care training program or retrainable classroom, or equivalent experience. Substitutes, who have demonstrated an "ability to perform the work" required while a substitute for the district, shall be given "special" consideration. All newly hired Instructional Aides shall have a minimum of one adult education, or equivalent course work, in basic sign language by the end of their probationary period and shall provide evidence of completion of same.

This rule authorizes a second option (Rule 94,b) for meeting this training requirement by completing advanced training in an approved program operated by a community college or a degree granting institution.

B. All newly-hired Instructional Aides shall provide evidence of certification in First Aide Training including CPR by the end of their probationary period. All Instructional Aides shall provide evidence of certification in CPR annually.

All newly-hired Instructional Aides shall have a minimum of one adult education class, or equivalent course of work, in basic sign language by the end of their probationary status, and shall provide evidence of completion of same. The Board may, at its discretion, waive this requirement if in its judgment the position to which the employee is to be assigned does not require sign language skills. The Board may identify positions for which specific competence in sign language is a minimum qualification.

Following an employee's probationary period, the employer will annually schedule First Aid Training certification including CPR during the work day and when possible in conjunction with scheduled inservice time. Course fees and materials will be provided by the employer at no cost to the employee. Failure on the part of the employer to provide retraining for employees whose First Aid or CPR certification has lapsed or provide sign language classes shall not be grounds for disciplining the employee.

The Union and Employer recognize that some nonprobationary employees may require a basic understanding of sign language. The Employer will offer inservice education for those affected employees. If the Board requires a specific employee to attain a specific competence in sign language, the employer will grant commensurate time off or pay the employee hourly wage for completion of required classes, at its discretion.

## **ARTICLE 22**

### **EVALUATION AND PROGRESS**

- A. When an employee is evaluated, the following procedures will be implemented:
1. All monitoring or observation of the work of the employee shall be conducted openly and with full knowledge of the employee. All initial evaluations of work performance shall be completed by April 1.
  2. After completion of an evaluation, if an employee is found deficient, the reasons shall be set forth in writing and specific ways in which the employee is to improve will be included in the evaluation.
  3. The evaluation shall be conducted by the immediate supervisor of the program to which the employee is assigned and including input from the certified teacher with whom the aide is working.
  4. The immediate supervisor shall hold a post-observation conference with the employee for the purpose of clarifying the written report and recommendation. Such a conference shall be held within ten (10) work days of the submission of the written evaluation of the employee.
  5. An employee who disagrees with an observation or recommendation may submit a written answer which shall be attached to the file copy of the observation in question.

## **ARTICLE 23**

### **WORKING CONDITIONS**

- A. In the event that an employee reports hazardous or otherwise unfavorable working conditions to the immediate supervisor, such supervisor will investigate the situation at the earliest possible time and then in his best judgment and within the scope of his authority, take whatever action is necessary to improve the situation.
- B. Instructional aides shall not be required to be left alone in the traditional classroom setting for a period of time to exceed one (1) hour. Aides involved with community-based instruction or related training will be exempt from the above position.
- C. The employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area.
- D. The employer may reimburse employees during the course of the school year for damage or destruction of the employees personal property should it be determined that the loss occurred on school premises and was not occasioned by the negligence of the employee.



## ARTICLE 24

### RETIREMENT

Pursuant to the provisions of Public Act 244 of 1974, the Employer shall, to the extent permitted by law, pay, on behalf of each employee, the five percent (5%) employees' contribution to the Michigan Public School Employees' Retirement System. Such contribution shall commence effective July 1, 1977.

## ARTICLE 25

### INSURANCE PROTECTION

The Board agrees to furnish to all employees the following insurance protection:

- A. A term life insurance program shall be provided. The Board shall provide full payment of premiums.

The total value of the program will be \$50,000.

- B. The Board will provide hospital-medical coverage for all employees through **Blue Cross-Blue Shield** or other selected carrier in accordance with the provisions below:

1. Each employee will have hospital-medical coverage:

- a. Hospital-medical coverage benefits shall be no less than as provided by full family, single or 2 person coverage as provided in the Plan Benefit Summary with **Rx Drug Saver** Prescription Drug Plan, or in the alternative a carrier with a record of operating successfully in Michigan. (The Board in an effort to contain costs may package the health, dental, long-term disability, life and vision program provided coverage is no less than current benefit levels.) The Board agrees to cover for each year's annual increases in health care costs up to and inclusive of thirteen percent (13%). Increases above thirteen percent (13%) will be shared equally between the Employee and the Board for that year.
- b. Insurance premiums that exceed the thirteen percent (13%) cap shall be paid through employee payroll deduction per the district 125 Plan.
- c. In 2011/12 school year the Board will provide MESSA Choices II without cost to the bargaining unit member.
- d. In 2011/12 school year, the Board will provide MESSA Choices II in accordance with the provision found in Section a.

2. The Association and Board of Education will meet prior to any decision to change health insurance carriers from that of Blue Cross-Blue Shield or other carrier in order to jointly determine which alternative insurance companies have successfully operated in Michigan. The Association and Board agree that a primary consideration is that the alternative carrier must be acceptable to health providers in this geographical area, have a proven record of paying medical claims, as well as servicing their clients' needs.

The Board, in an effort to contain costs, may package the health, dental, long term disability, life and vision programs as provided in this article.

This all inclusive packaging of benefits with one carrier will be offered to those employees needing health insurance, and to those employees who do not require health insurance.

3. In the event that medical coverage is sought through one of the alternative carriers in order to contain costs, a bid request shall be prepared and conducted by a State of Michigan Licensed Insurance Counselor to ensure that such bids contain and conform to the specification of no less benefits than the specified existing level of benefits provided in the Agreement between the carrier and the RESD.
4. Part-time employees who work at least 20 hours per week but less than 35 hours per week shall be provided with a health protection plan based on single subscriber coverage.

- C. No employee is to transport students or parents as part of their work assignment without previous Board approval.

The Board will provide liability insurance coverage for the difference between the amount of coverage normally carried by employees and \$500,000 for only those employees who they require to transport students or parents by written agreement with the Board will be reimbursed for the amount of the insurance premium statement.

- D. The Board shall provide for each employee a Long Term Disability Insurance Plan. Benefits shall begin on the 61st calendar day of disability or at the end of accumulated sick leave, or whichever is later. The calendar days will be counted on a modified fill elimination period. The benefits will be at 70% of the employee's monthly salary (up to a maximum of \$5,000 a month) with no offsets except primary social security, workman's compensation, and teacher retirement disability benefits. Any tax sheltered annuities shall not be considered an offset. Benefits shall be payable to age 70 or until termination of disability, whichever occurs first. All accumulated sick days shall be used prior to the beginning of LTD benefits. Selection of the carrier shall be made by the Board.
- E. The Board will provide a dental insurance program at the level of benefits as shown in Appendix C.

- F. To be eligible for that coverage as here and above described employees must be regularly assigned to work not less than (1/2) the regular work as assigned for full-time employment per week. Employees on unpaid leaves of absence in excess of thirty (30) calendar days may continue to participate in the above-described insurance plans subject to carrier approval and the employee bearing all expenses for such coverage to continue insurance coverage while on an unpaid leave of absence. The employee must submit fifteen (15) days advance written notice of his or her intentions to the employer. In addition to written notice, employee must enclose therein a check or money order made out to the employer in an amount equal to those premiums which must be paid by the employer to continue the employee's coverage during the period of his or her leave of absence. Failure on the part of the employee to make appropriate arrangements for the continuation of insurance benefits shall result in coverage being terminated by the employer.
- G. Employees who are continually in the employ of the Board on a regular full-time basis on or before January 1 of any school year and continuing in the employ of the Board through the conclusions of that school year and who have signed a letter of intent to return to regular service of the employer effective at the commencement of the following school year and continue such employment a minimum of six (6) consecutive months thereafter, shall be entitled to employer paid insurance coverage as here and above described during the summer vacation months. Employees not meeting all of the above conditions shall not be entitled to employer paid insurance benefits during the summer vacation period; however, subject to carrier approval such employee may have the above specified insurance coverage continued at their own expense by the prepayment of the appropriate premium amounts directly to the employee.
- H. Employees who have received insurance coverage at employer expense to which they were not entitled or for which they did not meet all of the conditions as specified herein shall reimburse and remit forthwith to the employer the appropriate premium amount.
- I. Should an employee elect no hospital/medical insurance coverage, the Board shall provide one thousand six hundred twenty (\$1,620) dollars per year for full time employees, and eight hundred ten (\$810) dollars per year for part time, in equal installments, as a cash payment which is subject to current tax laws and deductions. The Employer agrees to establish a valid IRS section 125 plan to implement this section. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups.
- J. The Board shall provide MESSA VSP-3 Vision Care Plan or a vision plan equal to the former and which shall be selected mutually by the Board and the Association. Any plan provided shall include internal and external coordination of benefits (COB) for all employees and their eligible dependents as defined by the carrier.
- K. Fringe Benefits for Half-time Employees.
1. Single subscriber hospital-medical coverage; full family coverage may be purchased by the employee. A \$67.50 per month annuity provision will

be provided if the employee chooses not to enroll in the hospital-medical program.

2. Family subscriber dental insurance as per the Master Agreement.
3. Life insurance as per the Master Agreement.
4. Long Term Disability insurance will be provided.
5. Family vision insurance will be provided.

It should be noted that seniority will accumulate at a half-time rate.

- L. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, benefits as follows shall continue throughout the balance of the contract year. (MESSA LTD will continue hospital coverage for 2 years.)
1. Term life
  2. Hospital-medical coverage
  3. Long term disability
  4. Dental
  5. Vision

## ARTICLE 26

### COMPENSATION

- A. Employees shall be compensated for hours worked on a biweekly basis. Time sheets showing hours worked by each employee must be signed and submitted by the employee's supervisor to the payroll department a minimum of five (5) days before the scheduled payday. Employees who have terminated their employment ties with the Employer shall receive their final pay within two (2) weeks following their last scheduled day of work.
- B. For the contract year beginning August 28, 2006 and ending August 30, 2009 inclusive, the employees will be compensated on an hourly wage according to the following schedule.

2011-2012  
0%

1.	10.24	4.	14.00
2.	11.24	5.	15.47
3.	12.82	6.	17.12

Bargaining unit members may choose to receive compensation in **22 or 27** pay periods.

- C. Experimental, innovative, or any other program not mandated by State law and operated beyond the employee's regular contract year is not subject to the terms of this agreement. The terms and conditions of employment during such periods of employment shall be established by the Board.
- D. All new bargaining unit members employed after July 1, 1999, will be placed on the step agreed to at the time of employment. Subsequently, one step on the schedule will be granted for each full year of experience with the Shiawassee Regional Education Service District up to and including Step 4.

### **Automobile Travel Costs**

- A. Employees who routinely use their personal automobiles in the execution of their responsibilities shall be reimbursed according to the following formula:
  - 1. The federal IRS rate shall be posted on the RESD web-site. Should the federal rate change, that change would be made on the RESD web-site and reimbursement made accordingly.
  - 2. In addition, reasonable parking and toll charges will be reimbursed with receipt.
  - 3. Mileage shall be determined as the distance from the Shiawassee RESD to the first work place or from their home to the first work place (whichever is lesser) and to each successive work stop including the last one and then to the Shiawassee RESD Office or to their home (whichever is lesser).

## ARTICLE 27

### MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms.
- B. Copies of this Agreement shall be printed at the expense of the Employer within sixty 60 days after the Agreement is duly ratified by the respective parties. Thereafter, printed copies shall be presented to all employees now employed or hereafter employed by the Employer. Further, the Employer shall furnish three (3) copies of this Agreement to the Association for its use.
- C. Each employee must maintain the necessary good physical and mental health to adequately provide his or her respective service. Written evidence of such good physical and mental health may be requested by the Employer from physicians or psychiatrists of the Employer's choosing with the expense of any such examinations to be paid by the Employer.
- D. The Board and the Association agree that employee participation in decision making is effective in providing positive results for education. In this regard, District-wide School Improvement Committees established will, when appropriate, include representation from the RESD-ESP Bargaining Unit.
- E. A training stipend will be paid to each Aide upon reaching their tenth (10) year of service in the amount of \$150 per year for use at their discretion. Upon reaching the fifteenth (15) year of service this amount will increase to \$300 per year. Upon reaching the twentieth (20) year of service this amount will increase to \$450 per year. This sum will be provided in a lump sum (separate check) with the first pay check of the prescribed year and each year thereafter.

**ARTICLE 28**

**DURATION OF AGREEMENT**

This agreement shall be effective August 28, 2009 and shall continue in effect until the 30th day of August, 2012.

Shiawassee Intermediate  
Michigan Educational Support  
Personnel Association

Shiawassee Regional Education  
Service District Board of Education

\_\_\_\_\_  
Suzanne Clark  
Chief Negotiator

\_\_\_\_\_  
John Hagel,  
Superintendent  
Executive Secretary, Shiawassee  
Regional Education Service District  
Board of Education

\_\_\_\_\_  
Renee Gay, Co-President

\_\_\_\_\_  
Deborah Spiess, Co-President

\_\_\_\_\_  
Jill Redmond, Chief Negotiator

\_\_\_\_\_  
Mistie Jordan, Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX B - 1**  
**Calendar 2011-2012**

		<u>Days</u>
August 29 (Monday)	Staff Reports	3
August 30 (Tuesday)	Staff Reports	
August 31 (Wednesday)	Staff Reports (AM Welcome Back)	
September 1 (Thursday)	Staff Reports	20
September 2 (Friday)	First Day of Labor Day Break	
September 6 (Tuesday)	Staff Returns – First Day for Students	
October		21
November 23, 24, 25 (Wednesday/Thursday/Friday)	Thanksgiving Break	19
December 21 (Wednesday)	First Day of Winter Break	14
January 4 (Wednesday)	Staff Returns	20
February 17 & 20 (Friday & Monday)	President’s Day	19
March		22
April 2 (Monday)	First Day of Spring Break	16
April 6 (Friday)	Good Friday	
April 9 (Monday)	Staff Returns	
May 28 (Monday)	Memorial Day Break	22
June 12 (Tuesday)	Last Day for Staff	<u>8</u>
<b>TOTAL NUMBER OF DAYS</b>		<b>184</b>

For 2011-12 School Year Calendar: Within the 184 day calendar, the last work day afternoon will conclude in consultation with your supervisor and expected work is completed.

In the interest of facilitating the establishment of a coordinated countywide calendar, the Association and the Board of Education mutually agree to follow the perpetual calendar of 5/10/89 (amended in March, 2000) adopted by local school district Boards of Education and respective Education Associations. In the event that the perpetual calendar is modified through an agreement between local district Boards of Education and their Education Associations, the Shiawassee RESD Board of Education and the Shiawassee County Intermediate Education Association agree to adjust the school calendar to coincide with the new perpetual calendar.

Where appropriate, calendars for classroom program(s) shall be established by mutual agreement between the classroom teacher(s) and immediate supervisor by October 1 of the school year.

No less than 60 days prior to an event, the Association and the Administration will mutually agree on a date to be used for district-wide staff development/school improvement, to be used during the school year.

For Staff Development Days scheduled beyond the school year: The Board and Association agree to provide for 1-2 optional days for staff development. The Superintendent may designate one of the optional days as a mandatory day provided a plan is developed and communicated to staff by the first Friday in June.



## APPENDIX B - 4

### PERPETUAL SCHOOL CALENDAR

March, 2000

- I. Beginning the School Year
  - A. First Monday preceding Labor Day (first day for teachers)
- II. Vacation Days
  - A. Legal Holidays
    - 1. Friday before Labor Day
    - 2. Labor Day
    - 3. Thanksgiving Day
    - 4. Christmas Day
    - 5. New Year's Day
    - 6. President's Day (third Monday in February)
    - 7. Good Friday
    - 8. Memorial Day
  - B. The Friday after Thanksgiving
  - C. Winter Recess Schedule:

	<u>Christmas Falls on:</u>	<u>Recess Begins</u>	<u>End of Day:</u>	<u>Classes Resume:</u>
Saturday		Wednesday, December 22		Wednesday, January 5
Sunday		Wednesday, December 21		Wednesday, January 4
Monday		Wednesday, December 20		Wednesday, January 3
Tuesday		Friday, December 21		Monday, January 7
Wednesday		Friday, December 20		Monday, January 6
Thursday		Friday, December 19		Monday, January 5
Friday		Friday, December 18		Monday, January 4
  - D. Spring Recess will be the first full school week in April.
- III. The end of the first semester will be the third Friday in January (including record days).
- IV. Maintain 180 days of student instruction.

**Plan A**

Plan Benefit Summary

Major Medical **Choices II \$200/\$400 In-Network Deductible, \$400/\$800 Out of Network Deductible, \$10 Office Call Saver Rx**

**Riders**

**None**

Long Term Disability

70% of Max Eligible Salary  
Maximum Monthly Benefit \$5,000.00  
Max Eligible Monthly Salary \$7,143.00  
60 Calendar Days Modified Fill Elimination Period  
COLA No  
Mental/Nervous Same As Illness  
Alcohol/Drug Same As Illness  
10% Minimum Payout  
Pre-existing Limits Waived  
Primary Social Security Offset

Life Insurance

Life volume requested \$45,000.00  
Disability waiver will apply

Accidental Death & Dismemberment

Life volume requested \$45,000.00

Vision

VSP 3

Dental

100/90/90:2,000.00 Annual Max  
90:2,000.00 Lifetime Max  
Two Cleanings Per Year No Adult Orthodontics

**Plan B**

Plan Benefit Summary

Long Term Disability

70% of Max Eligible Salary  
Maximum Monthly Benefit \$5,000.00  
Max Eligible Monthly Salary \$7,143.00  
60 Calendar Days Modified Fill Elimination Period  
COLA No  
Mental/Nervous Same As Illness  
Alcohol/Drug Same As Illness  
10% Minimum Payout  
Pre-existing Limits Waived  
Primary Social Security Offset

Life Insurance

Life volume requested \$50,000.00  
Disability waiver will apply

Accidental Death & Dismemberment

Life volume requested \$50,000.00

Vision

VSP 3

Dental

100/90/90:2,000.00 Annual Max  
90:2,000.00 Lifetime Max  
Two Cleanings Per Year No Adult Orthodontics

## APPENDIX C

### Dental Benefit Structure

#### MESSA

#### Shiawassee Regional Education Service District

Class I 100%	Class II 90%	Class III 90%	Class IV 90%
<p style="text-align: center;"><u>Diagnostic</u></p> <ul style="list-style-type: none"> <li>• Oral Examination</li> <li>• Prophylaxes</li> <li>• Topical Fluoride</li> <li>• Emergency Palliative</li> <li>• 2 Cleanings per year</li> </ul>	<p style="text-align: center;"><u>Basic Services</u></p> <ul style="list-style-type: none"> <li>• Radiographs</li> <li>• Restoratives</li> <li>• Crowns Jackets</li> <li>• Oral Surgery</li> <li>• Endodontic Services</li> <li>• Periodontal Services</li> </ul>	<p style="text-align: center;"><u>Prosthodontics</u></p> <p>Procedures for the construction of fixed bridgework partial and complete dentures</p>	<p style="text-align: center;"><u>Orthodontics</u></p> <p>Necessary treatment and procedures required for the correction of malposed teeth to age 19</p> <p style="text-align: center;">Initial exam, radiographs and extractions are covered under Class I</p> <p style="text-align: center;">No adult orthodontics</p>
\$2,000 Class I, II, and III Annual Maximum Per Person			\$2,000 Class IV Lifetime maximum per person

LETTER OF AGREEMENT BETWEEN THE  
SHIAWASSEE INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION  
AND THE  
SHIAWASSEE INTERMEDIATE MESPA  
August 20, 1991

PROCESS FOR SELECTING POTENTIAL INSURANCE CARRIERS

This agreement will apply to Article 25 of the Master Agreement.

1. Each employee group will be asked to appoint not more than 2 representatives to meet with administration to review potential carriers.
2. Employee representatives shall meet with administration prior to the selection of any potential carriers and shall consider only companies that: have operated successfully in Michigan for 5 years; those that are acceptable to health providers in this geographical area and have a proven record of paying claims and servicing client needs.
3. A list of potential carriers that meet the above criteria and that are generally acceptable to the employee representatives shall be prepared for recommendation to the Board of Education for their approval.

Signed: \_\_\_\_\_  
Superintendent, Shiawassee RESD

Signed: \_\_\_\_\_  
President, Shiawassee I.S.D. MESPA